S U M M O N S

BEFORE THE

TRIBUNAL D'ARRONDISSEMENT, LUXEMBOURG [Luxembourg]

BETWEEN:

1. Ms. Katalin Baranyi (PhD Scholar)
2. Mr. Herman J Berge (LLB)

Plaintiffs

- and -

Commission de Surveillance du Secteur Financier (CSSF)
Director General, Mr. Jean Guill, on behalf of CSSF

Defendant

A. INTRODUCTORY and STATEMENT OF FACTS

1. Danske Bank International S.A. Luxembourg (the bank) has - during the period from 1995 through 2010 committed fraud against numerous international clients / investors, among them northern European pensioners owning unencumbered properties in Spain, and clients / investors from the EEA area.[1] Even though the bank is registered as a limited company, its business in Luxembourg is nevertheless controlled / managed by its mother company; Danske Bank AS, Denmark. Danske Bank AS has been found aiding gang-affiliated businesses, being the primary financial institution for Bandidos leader Jan Bachman Nielsen and his private companies, as well as for the well-known gang-connected Lundberg family.[2] It has also been revealed that Danske Bank AS for many years held a 14 % stake in a "bank"[3] in Switzerland. Documents disclose that this Swiss financial institution carried out normal banking business for its owners[4] and their families. The Swiss Federal Banking Commission has though confirmed that Viking Bank has never – since its inauguration in 1958 – been authorised as a bank, hence Danske Bank (and its auditors) has involved itself in serious cross-border crimes.

2. This particular case against Commission de surveillance du secteur financier (CSSF), and thus against the Luxembourg state / Government, arises out of the systemized deceitful and fraudulent financial activity which Danske Bank International S.A. has carried out during a period of at least 15 years, under the simulated supervision of CSSF. As a result of the bank's deceitful and fraudulent activity and CSSF's

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[1] European Economic Area (EEA)
[2] Copenhagen Post Online, January 26 2010
[3] Viking Schiffsfinanz AG (aka Viking Bank)
[4] Ship-owners

misconduct, we, the Plaintiffs, have suffered substantial losses. On December 16 2010 - as part of a litigation instigated by the bank - we filed a €53 million counterclaim against the bank and its officers, including in this; a claim for punitive damages.

3. **Backdrop of the case**: On June 5 2003 Herman J Berge negotiated the largest private settlement (some € 7 million) between the Norwegian Government and any private individual.[5]

4. The Riis-family negotiated with Fokus Bank[6] and agreed that the settlement amount was to be deposited in this bank with the intent to transfer it to Danske Bank International S.A. (Luxembourg) as soon as possible in order to protect the funds against the Norwegian Government which for decades had been instructing judges[7] and by every other means available had been obstructing justice in order to take down the family and its partners / assistants.

5. Late in June 2003 Mr. Berge was partly rewarded for the settlement between the Government and the Riis-family, with some NOK 4 million, this in accordance with contracts between Berge and "Einar and Amelia Riis".

6. In this regard Berge asked the representatives of Fokus Bank in Oslo whether it was possible to open a savings account in their branch in Luxembourg, where the funds could be deposited.[8] This was not a problem, consequently Fokus Bank (Oslo) provided us with an "Account Opening Request" which Berge had to fill inn and return to the office in Oslo together with a copy of his passport. This was completed on June 27 2003. The account was opened shortly after, and the funds were deposited with the bank in Luxembourg on July 7 2003.[9]

7. There was never any question or doubt that this account was anything else than a savings account. Thus no one in the bank even attempted to specify what kind of account this was, consequently we didn't think of asking further questions either.

> Later on we have learned that our agreements with the bank is governed by the Norwegian Law on Financial Agreements and Financial Service (Finansavtaleloven 1999), and that the bank pursuant to §15 of this law was obliged to inform us (in advance) of the different accounts available. Failing to give this information is a violation of §91, first section, of the said Act.

8. On August 19 2003 another part of the reward, some NOK 1 million, was deposited in this bank account in Luxembourg.

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[5] "Dagny Amelia Olsen (Norway) and Einar Riis (Monaco)"

[6] Situated in Oslo, Norway, owned by Danske Bank AS, Denmark.

[7] Demonstrated by a letter of September 14 1978 from Chief Judge Nils B. Hohle to the Norwegian Attorney General where he declared that he was willing to puncture the $14 million compensation litigation Riis had raised against the Government a few months earlier. The lawsuit was thwarted by the Attorney General and the Government for more than 20 years, and it was this lawsuit that was settled in 2003.

[8] As the Norwegian Government illegally had black listed Mr. Berge and in this regard was obstructing justice, his business and all legal activities he was engaged in, it was essential – for protection purposes – to have these funds transferred out of Norway as soon as possible.

[9] Late December 2003, Mr. Riis deposited some NOK 20 million with the Danske Bank International S.A. We have later on learned that Danske Bank International S.A. – within a period of only three months – had defrauded close to NOK 2 million of this deposit, forcing Mr. Riis to end his relationship with the bank and transfer what was left of the funds to BNP Paribas, Monaco. This transfer was carried out in mid March 2004. Simultaneously the person responsible for defrauding this accountholder was shipped back to Copenhagen, and the bank could keep on with its business as nothing had happened. CSSF has been notified about this fraud, but has nevertheless refrained from acting upon the information.

9. The same day Danske Bank International S.A. called us and wanted to discuss placement of the deposit. We were not interested in taking any risk, and as the bank's representative suggested a long term investment in Norwegian and Danish bonds, we agreed upon his advice. These were long term bonds (2007 to 2009), nevertheless it didn't take more than a few months before the bank suggested to sell these bonds and instead investing in something else. The illegal churning had started.

10. At this point we had though no idea that the bank had deceived us to deposit our funds in a "safe custody account" and not in what we thought was a savings account. This is obviously an infringement of the Finansavtaleloven §15, making this action a criminal offence pursuant to Finansavtaleloven §91, stipulating some three months in jail for such an offence.

11. Further developments in our relationship with the bank – deposits, Danske Bank International S.A.'s "management" of our savings account, and how the bank defrauded us of + €500.000 – is drawn up in our criminal complaints I to XXI submitted to the Procureur d'Etat (Public Prosecutor)[10] and attached to this writ as **Exhibit # 1 – 21**. Here is a short list of the bank's criminal activity referred to in the complaints documenting that the bank has:

> Committed numerous violations on the Secrecy Act; Committed embezzlement and exploited our savings in illegal FX-trade; Wilfully misled us in regards to contracts, investments, transactions, and bank statements, and in this regard wilfully violated EU-law as well as Norwegian law on financial activity, thus committing fraud; Committed perjury; Led CSSF to commit perjury; Committed extortion; Led third party (law firm of Bonn Scmitt Steichen) to commit extortion; Unlawfully fabricating a default situation; Concealed documents, voice recordings and other information in an attempt to avoid investigation and legal sanctions against the bank and its staff, hence committing fraudulent concealment; Leaked protected personal information (confided to the bank) to third parties (or being accessory to such act); Provided unauthorized and thus illegal financial service for more than 15 years in other EEA-countries; Violated the MIFID regulations and in this regard executed transactions in violation of the MIFID regulations; Committed churning; deceived potential investors to sign unlawful contracts and agreements. This list does not intend to be exhaustive in regards to the crimes committed against us.

12. Simultaneously with the filing of the criminal complaints, we have petitioned CSSF to intervene. We have also continuously informed CSSF of the development in the case after it erupted late 2008, which – as the Court will observe – has led to nowhere.

13. Neither the public prosecutor nor CSSF has attempted to help us. On the contrary these two public institutions have done their outmost in protecting what we have learned to know is regarded as gross criminal activity. These allegations have been documented in our criminal complaints.

14. **Facts of the case**: On October 13 2008 Anne Kaupang Leighton, Wealth Manager with the bank in question, sent us an empty e-mail. On October 15 2008 the same person sent us an e-mail basically stating that all our savings seemed to be lost. During a lunch meeting with the bank fourteen days earlier (and thus fourteen days after the

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[10] According to the public prosecutor all activities referred to are of lawful nature in Luxembourg; i.e. churning, violation of the Secrecy Act, fraud, fraudulent concealment, embezzlement, perjury etc. The Public Prosecutor has furthermore stated in a taped conversation that he has never heard of a bank defrauding its clients, which gives us an indication on the situation in Luxembourg at large, cf. the BCCI-fraud, the world's larges fraud, made possible in Luxembourg thanks to the Luxembourg financial supervisory authority, CSSF's predecessor.

downfall of Lehman Brothers), the same person assured us that there was no problem with our savings and that:

There is no crisis (for you). Listen now; there is no crisis, just so you know it![11] [12]

15. Five days later, on October 20 2008, we got another e-mail from Kaupang Leighton stating that we were in breach of an agreement. Attached to this e-mail was a letter from the bank, basically informing us that all our savings were lost.

16. We immediately responded to the bank's letter by our letters of October 20 and 24 2008.

17. The bank didn't respond to our requests, thus we contacted CSSF on October 27 2008 and asked for their intervention.

Please find enclosed **Exhibit** 22: 271008 Letter to CSSF.

18. CSSF responded with their letter of October 29 2008 presenting its mandate in short and asking for Power of Attorney to intervene.

Please find enclosed **Exhibit** 23: 291008 Letter from CSSF.

19. On November 11 2008 we provided CSSF with the said Power of Attorney.

Please find enclosed **Exhibit** 24: 111108 Letter to CSSF Power of Attorney.

20. CSSF intervened with its letter of November 13 2008 to the bank.

Please find enclosed **Exhibit** 25: 131108 CSSF letter to Danske Bank Copy to us.

21. Shortly after, on December 19 2008, the bank – without notice and without legal reasons – closed our bank account and our credit cards. The bank's actions the previous three months forced us to start investigating the bank and our first criminal complaint was filed on December 22 2008, which was copied to CSSF. The criminal complaint is enclosed as Exhibit 1, above.

22. During the Christmas break we learned that Danske Bank AS and its Luxembourg subsidiary were involved in the Madoff-fraud, the ponzi scheme created by Bernard Madoff in cooperation with Friehling & Horowitz and (in reality) some of the worlds largest audit firms. Hence we notified CSSF, in our letter of January 7 2009, that the bank was now attempting to cover up serious criminal activity and their affiliation with the criminal Madoff-sphere, and that CSSF should thus "*...act swiftly in order to secure our funds and the funds of many other depositors.*"

Please find enclosed **Exhibit** 26: 070109 Letter to CSSF – Notice of organized crime - Madoff.

23. Two days later the bank responded to our previous letters from November 2008. In its response the bank made false and fraudulent statements on important issues of the case.

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[11] This meeting has been recorded and transcribed by us, nevertheless the bank denies all incriminating statements made during this meeting.

[12] Kaupang Leighton did not mention with a word that she had placed parts of our savings in the Lehman Brothers-USB-Madoff-Fraud-Scheme and that all this was lost at the time of her statement.

Please find enclosed **Exhibit** 27: 090109 Letter from the bank to CSSF – Bank officers provided CSSF with false statements.

24. These fraudulent statements were accounted for in our three letters to CSSF of January 22 2009.

Please find enclosed **Exhibit** 28 - 30: 220109 Letter I II and III to CSSF – refuting the bank's explanation.

25. As an obvious consequence to the bank's fraudulent statements and our reaction to this, CSSF withdrew from the case the same day.

Please find enclosed **Exhibit** 31: 220109 Letter from CSSF – Announcing its withdrawal from the case due to our criminal complaint.

26. Subsequently we had all reasons to continue investigating the matter. In this regard we revealed that the bank had mislead us to sign a house loan in September/October 2006 (for the purpose of buying our house), of which in 2008 turned out to be an investment-scheme identical to the one applied in the fraud against northern European pensioners owning unencumbered properties in Spain, cited as a Multipurpose Loan Agreement (MPLA). In this regard we petitioned CSSF, in our letter of January 29 2009, to provide us with a Legal Opinion on what a MPLA is and whether the MPLA in question is a house loan.

Please find enclosed **Exhibit** 32: 290109 Letter to CSSF - Requesting legal opinion regarding MPLA.

27. At that point we also understood that something was wrong with the bank's use of the term: "account manager", "wealth manager", as well as the assignment of them (to us). Consequently we petitioned CSSF, in our second letter of January 29 2009, to answer some fundamental questions regarding this issue.

Please find enclosed **Exhibit** 33: 290109 Letter to CSSF – Requesting response to numerous essential questions.

28. During our investigation we found that the bank had violated the MIFID Directive,[13] and in this regard we petitioned CSSF, in our letter of February 13 2009, to provide us with its Legal Opinion on violations of the MIFID Directive.

Please find enclosed **Exhibit** 34: 130209 Letter to CSSF – Requesting legal opinion regarding violations of MIFID.

29. At this point we got a growing suspicion that CSSF was aware of the bank's unlawful financial activity and its rotten funds, that the bank was closely involved / affiliated with the Madoff-fraud, that CSSF was now protecting the bank and its criminal activity, and that we hence were exposed to foul play. In this regard we petitioned CSSF to grant us access to all relevant CSSF-logs, -journals and -records that could verify or disapprove our suspicion.

Please find enclosed **Exhibit** 35: 200209 Letter to CSSF – Requesting access to log/journal/record displaying correspondence between CSSF and the bank.

30. Further investigation into the matter brought us information about the bank's fraudulent activity in Spain (during the same period; early till beyond mid 2000) aimed

[13] Markets in financial instruments directive

against retired northern Europeans with unencumbered properties. Documents confirmed that Øyvind Bjørnsen and Anne Kaupang Leighton,[14] both wealth managers with Danske Bank International S.A., travelled to Spain with the intent – and on behalf of Danske Bank International S.A. – to defraud pensioners owning unencumbered properties. In this regard we petitioned CSSF to inform us about the number of requests and cases against the bank as well as the nature of the requests / cases.

> Please find enclosed **Exhibit** 36: 230209 Letter to CSSF – Notifying about the Spain-fraud, requesting relevant information.

31. CSSF did not respond to any of our petitions listed above.

32. On March 12 2009 CSSF informed us that they had reopened the case, carried out a secret meeting with the bank and asked the bank to take up a position to our allegations. Furthermore CSSF claimed that all the investments originated from *our initiative* and were carried out by our express order, that our account was not a savings account, and that we were fully informed about all agreements with the bank and their status. Finally CSSF informed us that they had closed the case, again.

> Please find enclosed **Exhibit** 37: 120309 Letter from CSSF – Reopens the case – admit secret meeting with the bank – Perjury – Closes the case.

33. By this CSSF had arranged secret meetings with the bank, kept the meetings concealed and hence deprived us of our right to contradict the bank's arguments/claims. Furthermore it became clear that CSSF had committed perjury during an investigation in an attempt to cover up the bank's criminal activity. CSSF's conclusion rests solely on the bank's allegations, and by this conduct CSSF had disqualified itself from further management of this matter. As a consequence we – in our letter to CSSF of March 17 2009 – invoked a conflict of interest and petitioned CSSF to hand over the matter to an independent ad hoc substitute supervisory and surveillance authority, and to grant us access to the complete file.

> Please find enclosed **Exhibit** 38: 170309 Letter to CSSF – Complaints against secret hearing and administration – Invoking Conflict of interest – Petition access to document file.

34. CSSF did not respond to this petition.

35. In November 2009 a lawyer contacted us on behalf of the bank, claiming that we were in default and that we owed the bank some €553.000. The allegations were unfounded but nevertheless the bank started an unlawful sell-out of our securities. Hence we filed new criminal complaints against the bank and its staff, and as usual; we informed CSSF by dispatching copies of the criminal complaints.

36. On December 10 2009 we filed a criminal complaint against CSSF for having committed perjury (in their letter of March 12 2009). In this criminal complaint we provided conclusive evidence that *the bank* had initiated all "investments", hence proving fraudulent statements and perjury. cf. **Exhibit** 8 above.

37. January 26 2010 we approached the Minister of Finance and the Minister of Justice and petitioned these two ministers to instigate investigations against the bank, CSSF and the public prosecutor, as all the standard democratic functions and institutions[15] at that point had failed / ceased to work.

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[14] Both of them were assigned by the bank as our wealth managers.
[15] CSSF, Public Prosecutor and the courts.

Please find enclosed **Exhibit** 39: 260110 Letter to the Minister of Justice

38. The Minister of justice responded two days later, stating that it was not within his competence to act.

Please find enclosed **Exhibit** 40: 280110 Letter from Minister of Justice

39. The minister of Finance, Prime Minister Jean-Claude Juncker, did not respond to our petition.

40. During the period from November 2009 through April 2010 we continued to file criminal complaints against the bank as a reaction to its continuous criminal activity. On May 3 2010 CSSF approached us proposing a meeting, hence the case was reopened again.

Please find enclosed **Exhibit** 41: 030510 Letter from CSSF - CSSF suggests a meeting.

41. The meeting was held June 10 2010. During the meeting we got the impression that CSSF and the bank were in continuous contact with each other in regards to this particular matter, obviously without involving us. In the meantime, on May 21 2010, a secret hearing was held in the Tribunal d'Arrondissement. The bank had filed a lawsuit asking the court to order us to pay the outstanding amount on the aforementioned fraud-scheme. The court passed its default decision on that day, ordering us to pay some € 453.000. to the bank. We were obviously not invited to contradict the banks perjuries or comment on the bank's fraudulent concealment in this litigation; we weren't even informed about the existence of this court hearing. The court kept this decision secret for 6 months. Hence, when the meeting was held with CSSF, we were not aware of this court-crime.

42. During the said meeting CSSF asked us to further elaborate on the issue and provide the institution with more documents, so on June 25 2010 we provided CSSF with our comments on some of the more important issues and questions which were debated during the meeting.

Please find enclosed **Exhibit** 42: 250610 letter to CSSF - Follow-up meeting of 100610 – reminder of unanswered questions cf. section D.

43. On July 15 2010 we provided CSSF with even more essential information and comments, and as CSSF had been silent since June 10 2010, we asked the institution to respond within July 19 2010.

Please find enclosed **Exhibit** 43: 150710 Letter to CSSF - Follow-up meeting of 100610.

44. CSSF responded to our petition on July 19 2010, declaring that the case had been reopened for the third time, this due to new information (make note that this information was *not new* as the bank had been sitting on these documents the whole time when in secret communicating with CSSF). CSSF also asked whether they could provide the bank with all documents we had dispatched to CSSF, this in order to get the bank's comments.

Please find enclosed **Exhibit** 44: 160710 Fax from CSSF – Declares that the case has been reopened again.

45. On July 20 2010 we informed CSSF that we didn't mind them sending these documents to the bank. Furthermore we asked to be kept posted.

Please find enclosed **Exhibit** 45: 200710 Letter to CSSF – Affirms that CSSF can contact the bank.

46. At this point – as a direct consequence of the bank's criminal activity – our financial status was critical. In this regard we contacted CSSF and asked for assistance. Furthermore, as a follow-up to the third reopening of the case, we informed CSSF about the obvious: That these new elements which CSSF now claimed was the reason for their reopening, were nothing more than known information which the bank had been in possession of since before their first contact with CSSF. Consequently Danske Bank had been withholding / concealing important documents and information relevant to this case, information which should have been presented to CSSF in the bank's first letter of January 9 2009 or at the latest on the meeting between the bank and CSSF in March 2009. The bank had thus committed Fraudulent Concealment as well as Perjury. On the other hand CSSF was obviously obliged to obtain these "new documents" at the latest in their first or second correspondence with the bank, but CSSF refrained.

Please find enclosed **Exhibit** 46: 300710 Letter to CSSF – Request for assistance

47. CSSF never answered this letter.

48. In their letter of August 13 2010 CSSF asked us to send more documents, and comment further on previously dispatched documents. CSSF showed no interest in the compromising and incriminating voice recordings of which we had provided CSSF with transcripts of. On the contrary CSSF insinuated that we had tampered with the transcripts, hence confirming its mission; to protect financial crimes.

Please find enclosed **Exhibit** 47: 130810 Letter from CSSF – Requests more documents and provides us with questions already answered.

49. It became quite obvious to us that CSSF did not intend to do anything with the case, but to thwart our attempt to have the case investigated, wait this out and thus obstruct our rights. A few days later we were literally bombarded with unfounded claims, lawsuits and court orders, a bombardment which has continued up to present. CSSF was obviously aware of these planned actions against us, hoping that we would become too occupied with these attacks to pursue the investigation of the bank.

50. On September 8 2010 we informed CSSF that we – based on the evidence at that point – considered CSSF as a protector of the bank and thus a protector of financial crimes. Furthermore we described; the bank's fabricated default in 2008; how the bank – for the purpose of defrauding in court – had concealed the first two years of our relationship with the bank thus concealing essential documents proving the outset of the fraud against us; how CSSF continues to accept that the bank still is carrying out its unauthorised financial service in Norway (hence just another proof of protection of financial crimes), and the deceitful conduct of the bank. Furthermore we responded to and refuted CSSF's unfounded allegations that we were fabricating transcripts of voice recordings between us and the bank. Finally we reminded CSSF of our numerous petitions which had been left unattended for 1 ½ years. As a final statement to the Luxembourg authorities' misconduct, we could only conclude that we were living in a financial, supervisory, investigative and prosecutorial anarchy.

Please find enclosed **Exhibit** 48: 080910 Letter to CSSF – Comments to letter of 130810 - reminder unanswered questions – see our letter of 250610.

51. Two months later a bailiff sent us the secret decision of May 21 2010 ordering us to pay the bank. Here are a few facts about the procedural aspects of this decision: This default decision had been kept secret from us for 6 months; the main hearing had been kept secret from us; even the plain existence of the main hearing had been kept secret from us, which in short means that the court deliberately had obstructed our right to contradict the bank and defend ourselves. Hence we could safely conclude that even the courts were part of this crime-protective system in Luxembourg.

52. Consequently we approached CSSF with our letter of December 13 2010 and asked whether CSSF were aware of this secret decision at the time of the meeting on June 10 2010.

> Please find enclosed **Exhibit** 49: 131210 Letter to CSSF – Asking CSSF whether they were informed about the secret decision.

53. CSSF responded a week later, with their letter of December 20 2010, declaring that they did not know about this secret decision.

> Please find enclosed **Exhibit** 50: 201210 Letter from CSSF – Denies any knowledge of secret decision.

54. There is no information available indicating whether CSSF has closed the case against Danske Bank International S.A. or not.

B. STATEMENT OF CLAIM

55. CSSF was – at the latest in February 2009 – duly informed about the bank's criminal activity, through our numerous letters, copies of criminal complaints, transcripts of voice recordings and other information. CSSF nevertheless refused to act upon this compromising and incriminating information. Instead of acting duly upon our reports and complaints, CSSF carried out secret meetings with the bank, planned how to stop our investigative progress and the complaint at large, concealed facts and obstructed a mandatory investigation. Furthermore CSSF deliberately chose to forgo information from us which could have stopped the unauthorized financial activity, broken the chain of frauds and thus minimized our loss in particular and damages in general. By not seizing documents and voice recordings at the bank's premises in 2008, or at the latest in February 2009, CSSF deliberately chose to forgo information which could have stopped the continuation of unauthorized financial activity, broken the chain of frauds and thus minimized our loss in particular and damages in general. CSSF has consequently deliberately and unlawfully obstructed an investigation and blocked us from uncovering the truth, hence inflicting huge economic loss on us.

56. CSSF and the Government were at the latest in January 2010 duly informed that the bank in question provided its clients in Norway with illegal agreements.[16] These agreements are illegal for at least two reasons: 1) The bank is not authorised to provide portfolio service to Norwegian clients in Norway, and 2) Pursuant to §8 of the Norwegian Regulation F07.07.1994 nr 717 all agreements between a foreign financial institution and a Norwegian investor / client is subject to Norwegian law. This provision is to be *included* in any agreement. Danske bank International S.A. is nevertheless consistently misleading Norwegian clients to forfeit their rights protected by mandatory regulations on financial agreements and accept the bank's unlawful provisions which falsely and deceitfully states that the agreement is governed by Luxembourg law. The consequence of this is that CSSF knew at this point that the agreements provided by the bank, in general, were

[16] If CSSF or its predecessor had conducted its supervision and surveillance according to law, CSSF or its predecessor would have revealed this fact on the threshold of the bank's unlawful activity.

illegal and that the legal as well as economic consequences of such a business could be devastating not only to the bank but also to CSSF and the Luxembourg Government.

57. CSSF has deliberately failed to react upon the bank's fraudulent cross-border activity. In addition CSSF accepts – as documented above – that Danske Bank International S.A. still carries out unauthorized financial service in Norway. This demonstrates beyond any doubt that CSSF – through secret and unlawful procedures unknown to the public – protects the bank and that CSSF has no intention of carrying out any supervisory activity for the purpose of protecting the investors, ensuring that international agreements and European Directives in the fields under its responsibility are implemented and that national and international law are complied with and thus safeguarding the national / international economy.

58. CSSF's misconduct is hence regarded at best as gross negligence. We will though argue and prove that CSSF is guilty of wilful misconduct motivated by the Governments interest in protecting the financial business against any probe / investigation / legal claims / litigation or its like. One direct product of this misconduct is that the Court of First Instance on May 21 2010 held a secret hearing and passed a secret decision ordering us to pay the bank in question close to ½ million Euro.[17] This would never had happened if CSSF had conducted its supervisory and surveillance assignment in accordance with law.

C. Liability – Compensatory damages

59. It goes without saying that the numerous actions the authorities has launched against us the last few years – accepting international illegal attacks against us and in this regard depriving us of our right to contradict allegations, depriving us of our right to protection, depriving us of our right to defend ourselves against crimes, depriving us of our right to a fair hearing, holding secret hearings, passing secret decisions etc, all this as a consequence of CSSF's misconduct – which stands as blatant violations of the Charter of Fundamental Rights Art. 47 and ECHR Art. 6, comes very costly. The mere fact that it is nevertheless necessary, before a court of law, to point out these actions as violations of the Charter and the ECHR, is in itself a proof of the seriously underdeveloped legal / judicial system in Luxembourg.

60. If a public officer deliberately does an act which he knows is unlawful and will cause economic loss to a party to – let's say; a court case, there is no reason in principle why this party should identify a legal right which is being infringed or a particular duty owed to him/her, beyond the right not to be damaged or injured by a deliberate abuse of power by a public officer.

61. As a regulator CSSF knows the law, hence CSSF knew that the described actions are unlawful and would be regarded as crime if committed, and that their actions most likely would cause substantial economic loss to the Plaintiffs. The said regulator and its staff calculated the risk and potential consequences of being caught, and decided nevertheless to carry out the crime. CSSF has consequently demonstrated a serious contempt for the laws of which the regulator is set to serve and obey, indicating a totally corrupt and demoralized regulator. Liability has thus been determined for CSSF and consequently for the state of Luxembourg.

62. The Minister of Justice, François BILTGEN, as well as the Prime Minister, Jean-Claude Juncker, was at the latest by our letter of January 26 2010 notified of how the most powerful institutions in Luxembourg are protecting and nurturing the financial

[17] On March 4 2010 the Court of First Instance passed a decision (compensation litigation between investors and UBS / Ernst & Young) which in fact will block hundreds of investors from filing lawsuits against the Madoff-conspirators, and one can yet again clearly see the crime-protective system at work.

industry's criminal activity. The financial crimes were duly documented with conclusive evidence as were the institutions' protection of these crimes. Biltgen and Juncker calculated the risk of not paying any attention to these crimes, and decided – after calculating the probability of incurring economic loss to the Plaintiffs – to let the institutions carry out their protection of financial crimes, hence clearing the way for these crimes to thrive. The Minister of Justice as well as the Prime Minister have thus demonstrated their total indifference to law and order in their country as well as a naked contempt to our rights of which are protected by law. If Biltgen and Juncker had acted and reacted against this disclosed protective system, the chances of being defrauded by the bank would be minimized, and the institutions mentioned above would have protected our rights against these perpetrators and their crimes. Liability has thus been determined for Biltgen, his superior; Jean-Claude Juncker and the state of Luxembourg.

63. The principal amount that is to be compensated correlates with the amount that we, by the secret default decision of May 21 2010, were ordered to pay to the Danske Bank International S.A. i.e. € 453.200. of which at present has increased to **€ 470.000**. Furthermore due to the Defendants misconduct we have been forced to protect our interest and investigate the matter. This has been a full time job for Mr. Berge for 28 months, which we claim to be reimbursed. Mr. Berge claims to be reimbursed: € 300,- an hour, 9 hours a day, 5 days a week for 28 months (5.040 hours) = € **1. 512.000,-**.

C. Pain-and-suffering damages

64. These actions which we have been exposed to have caused us pain and suffering. As argued above, the said actions have been committed with the intent to defraud and harm, which was successful achieved. We have been fighting the bank in question, Luxembourg law-enforcement, the courts and the CSSF for more than two years. It goes without saying that this struggle has come costly. The amount that should redress some of our pain and suffering is assessed at **€ 10 million**.

D. Recovery of lost opportunities – opportunity cost

65. Our total savings of approximately € 1 million was by deceit channelled into the bank for the sole purpose of defrauding us of that entire amount. This amount has in fact been seized by the bank since it was deposited, and at the latest since October 16 2006 when the bank deceived us to take up a house loan (for the purpose of buying a house in Luxembourg), of which later on turned out not to be a house loan but rather the bank's fraudulent investment-scheme applied on the aforementioned pensioners defrauded in Spain. Wealth Manager Anne Kaupang Leighton's fraudulent declaration to us in the midst of the crisis is quite telling:

> - *There is no crisis (for you). Listen now; there is no crisis, just so you know it*!

66. cf. lunch meeting with the bank on September 29 2008 (taped and transcribed). The crisis had already struck us and the total amount was seized, but for deceitful and fraudulent reasons Leighton concealed this fact by her declaration. Our opportunity cost is estimated to **€ 10 million**.

E. Punitive damages (exemplary damages)

67. The Defendant knows the law of which the assignment (supervision and surveillance) they are carrying out is regulated by. The Defendant has nevertheless calculated the risk of violating the law and decided to proceed with protecting the bank and thus the defraud of the bank's clients.

68. A substantial punitive damages verdict is necessary to punish and deter CSSF from acting this way in the future.

69. If the Court finds from the evidence that the Defendant are guilty of wanton, wilful, malicious or reckless conduct that shows an indifference to the rights of the Plaintiffs, then we ask the Court to make an award of punitive (exemplary) damages in this case.

70. In order for the conduct of the Defendant to constitute wilfulness or wantonness, their acts must be done under circumstances which show that they were aware from their knowledge of existing conditions that it was probable that injury/damage would result from their acts and omissions, and nevertheless proceeded with reckless indifference as to the consequences and without care for the rights of the Plaintiffs.

71. The Court must find that the harm to the Plaintiffs was the foreseeable and probable effect of the Defendant's behaviour, but it is not necessary to find that the Defendant deliberately intended to injure the Plaintiffs. It is sufficient if the Plaintiffs prove by the greater weight of the evidence that the Defendant intentionally acted in such a way that the natural and probable consequence of their act was injury to the Plaintiffs. This has been proven. The conditions for inflicting punitive damages are fulfilled, and we thus request the Court to make an award of punitive damages in order to prevent the reoccurrence of such conduct by the said regulator.

72. The amount of punitive damages which will have a deterrent effect on the Defendants by counterclaim in the light of the Defendant's financial conditions, and the seriousness of the said conduct, and of which the Court is asked to award, is set to **€ 50 million.**

F. PROCEDURAL ISSUES: CONVENTIONAL RIGHTS – SELF-REPRESENTATION AND SERVICE OF JUDICIAL DOCUMENTS

73. **Introduction:** Luxembourg courts as well as their bailiffs have consistently rejected to serve judicial documents from our hand, arguing that we are not represented by a lawyer, hence obstructing our right to access to court. This position, or view, has no support whatsoever in relevant international treaties of which Luxembourg has signed and ratified.

74. Although it is beside the point here, it has to be noted that there are no lawyers in Luxembourg that would touch this or similar cases, a stand which has nothing to do with the case's merits. Quite on the contrary, it is rather a matter of safeguarding their very existence as lawyers in this country. Holder of claims as described in this writ have thus no actual access to Luxembourg courts, even though the plaintiff is represented by a lawyer.

75. **Self-representation in court** and **Service of judicial documents in the EU – Facts in short**: 1) Danske Bank International S.A. has in collaboration with CSSF, the Public Prosecutor, the commercial court and the Minister of Justice and Finance defrauded us of all our savings.[18] 2) We have been sued by the bank. 3) We wish to defend ourselves against the perpetrators, and get back our savings and whatever we according to law are entitled of in compensation. 4) We also see the need to file claims for damages against some of the perpetrators for their wilful misconduct and criminal acts, deliberately depriving us of our rights. 5) We do not speak the French language. 6) The bailiffs in Luxembourg refuse to serve our writ of summons, appeals and other judicial documents arguing that we are not represented by a lawyer, and 7) The bailiffs furthermore refuses to serve documents to us in a language which we understand, hence depriving us of our right to know, understand and to defend ourselves.

[18] This fact has been duly documented in previous correspondence with the said institutions as well as in this writ.

76. **The Law – Conventions guaranteeing fair and public hearing:** The United Nations UNIVERSAL DECLARATION OF HUMAN RIGHTS Art. 10 reads as follows:

> *"Everyone is entitled in full equality to a fair and public hearing by an independent and impartial tribunal, in the determination of his rights and obligations and of any criminal charge against him."*

77. ECHR Art. 6 (1) reads as follows:

> *"In the determination of his civil rights and obligations or of any criminal charge against him, everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law."*

78. EU-Charter Art. 47 reads as follows:

> *"Everyone whose rights and freedoms guaranteed by the law of the Union are violated has the right to an effective remedy before a tribunal in compliance with the conditions laid down in this Article.*
>
> *Everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal previously established by law. Everyone shall have the possibility of being advised, defended and represented.*
>
> *Legal aid shall be made available to those who lack sufficient resources in so far as such aid is necessary to ensure effective access to justice."*

79. The variety of the different guarantees comprised under the umbrella term of "fair trial" is extensive. In this certain matter there are at least four guarantees which are relevant:

- Access to court
- Fairness - Equality of arms
- Public hearing
- The principle of self-representation – be advised, defended and represented

80. **The guarantees of a fair trial – "Access to Court":** So, what is "access to court"? What does that mean?

81. Access to a court is a basic precondition of a fair legal process, and requires not only that a court is existing, but that such a court is *in fact* accessible for the plaintiff pursuant to the standards developed by the European Court of Human Rights with regard to Article 6 (1). This understanding is also adopted by the European Court of Justice.

82. Right of access to court was for the first time recognized by the ECHR in the case Golder v. United Kingdom, (21 February 1975):

> *"It would be inconceivable that Article 6 (1) should describe in detail the procedural guarantees afforded to parties in a pending lawsuit and should not first protect that which alone makes it in fact possible to benefit from such guarantees, that is, access to a court. The fair, public and expeditious characteristics of judicial proceedings are of no value at all if there are no judicial proceedings."*

83. In the Ashingdane case (Series A no. 93) the ECHR stated that, although limitations may be imposed:

> *"it must...be established that, the **degree of access** afforded under the national legislation was **sufficient** to secure the individual's right to a court; having regard to the Rule of Law in a democratic society...the limitations applied **must not** restrict or reduce the access left to the individual in such a way or to such an extent that the very essence of the right is impaired...Furthermore, a limitation will not be compatible with Article 6 (1) if it does not pursue a **legitimate aim** and if there is not a reasonable relationship of **proportionality** between the means employed and the aim sought to be achieved."*

84. If a plaintiff chooses to present his/her case in person, and the authorities rejects his/her attempts of going to court arguing that he/she must be represented by a lawyer, then the plaintiff has de facto no access to court and the Government is facing complaints for violating the above mentioned provisions.

85. If a party to a legal dispute does not understand or speak the language of the court of which he/she wants to present the matter to in person, then this party obviously have no chance of filing a lawsuit to try his/her rights. Depending on the party's economical stand, this problem can be redressed by the court, offering the party an interpreter. Should the court refuse to comply with a request for an interpreter, then we are left with the conclusion that the party has no access to court, and the provisions mentioned above has been violated.

86. The *degree of access* to the court in Luxembourg was in our case against *Remesch, Hilgert, Biltgen and others*,[19] none-existing and was thus not sufficient to secure our privilege to have our rights tried in a court of law. Furthermore the Government has through its instructions to its judges restricted and reduced the access left to us in such a way and to such an extent that the very essence of the right to access to a court is not only impaired but has actually evaporated. In this regard it should be mentioned that the Government of Luxembourg has never indicated any valid or legitimate aim for its extensive limitations of access to court.

87. One can conclude that we will never be – at least not under the present regime – granted any judicial proceedings in Luxembourg as long as we maintain our conventional rights. Consequently we have in fact no access to court and the fair, public and expeditious characteristics of judicial proceedings are of no value at all.

88. **Fairness - Equality of arms:** The case law of the European Court of Human Rights regards the principle of equality of arms as part of the guarantee of a fair trial and has reiterated with respect to the adversarial nature of civil procedure, that it requires a <u>just balance</u> between the parties, even when one of the parties is the State. Thus, the European Court has ruled that:

> *"...every party to a case must be afforded a reasonable opportunity to present his or her case under conditions that do not place the party at a substantial disadvantage vis-à-vis the opponent."* See in this respect, ECHR, Kaufman v. Belgium, N° 5362/72, 42 CD 145 (1972) and Bendenoun v. France, A 284, para. 52 (1994).

89. Accordingly, the ECHR considers this principle to include the idea of "a just balance" between the parties. Thus, the ECHR has held that the principle of equality of arms equates to the right to present the case to a court in <u>equal conditions</u>.

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[19] Writ of summons, claims for damages against the judges and others for having carried out a secret hearing and passed a secret decision ordering us to pay the bank in question almost ½ million Euro, filed to the Court of First Instance on November 16 2010.

90. In light of this situation, the European Court of Human Rights found that:

> "*...according to the principle of equality of arms, as one of the features of the wider concept of a fair trial, each party must be afforded a reasonable opportunity to present his case in conditions that do not place him at a disadvantage vis-à-vis his opponent.*" Cf. ECHR, Foucher v. France, (March 18 1997, para. 34).

91. In Ruiz Mateos v. Spain the ECHR found that:

> "*...the principle of equality of arms is only one feature of the wider concept of a fair trial, which also includes the fundamental right that proceedings should be adversarial.*"

92. The Court went on to add that:

> "*...within the context of proceedings on a civil right to which persons belonging to that circle are a party, those persons must as a rule be guaranteed free access to the observations of the other participants in these proceedings and a genuine opportunity to comment on those observations.*" Cf. ECHR, Ruiz Mateos v. Spain, (23 June 1993, paras. 15, 61, 63 and 65).

93. ECHR has indicated that the principle of "equality of arms" requires that parties in judicial proceedings be able to examine the witnesses of the opponent, be informed of the reasons for administrative decisions, be able to appeal them, and have the right to challenge decisions on equal terms. See, in this respect, ECHR, X v. Austria, N° 5362/72, 42 CD 145 (1972). v. Harris, D. J., O´Boyle, M. O. and Warbrick, C., cit., p. 209; ECHR, Heinrich v. France, A 269-A, para. 56 (1994).

94. It is a fact that Danske Bank International S.A. has acted deceitfully and has defrauded us and numerous other persons in Europe, and that CSSF, the public prosecutor as well as the ministers of Justice and Finance along with the courts are protecting the crimes that led to this writ of summons. The bank and the said institutions have thus succeeded in their aim; deceiving and defrauding clients / investors to obtain highest possible turnover, concealing and protecting the activity and subsequently making it impossible for the clients / investors to seek any legal assistance or redress.

95. In addition to the many economic problems occurring in the wake of bank-fraud cases – e.g. defrauded and drained clients being forced to liquidation – a protective system has been established to obstruct any attempts from deprived parties (who still wants to fight for their rights) to go to court and have their rights tried.

> A few words needs to be said about one particular situation of which the banks in Luxembourg take great advantage of: It is a fact that most of the funds that are placed in Luxembourg banks originate from tax evasive actions in different countries. The Government as well as the banks are fully aware of this, and they know that should the banks' financial service violate any law, the clients / investors will nevertheless find it hard or even impossible to instigate litigations against the banks as this – at the end of the day – would mean to reveal their secrets and liabilities to the tax authorities. The Government and the banks exploit this situation for all it's worth.

96. Firstly this has been done by instructing the public prosecutor to shelve all criminal complaints against institutions, firms and well known persons in Luxembourg. Furthermore anyone whose rights have been violated is advised (by the public

prosecutor) to contact a Luxembourg lawyer with his/her grievances.[20] As far as we know there are no lawyers in Luxembourg who would think of attacking or even criticising this unlawful, unconstitutional and non-conventional crime-protective system. Anyone who attempts to make public even the smallest illegality in the Government, faces serious reprisals, which the case Roemen and Schmidt v Luxembourg (51772/99, ECHR) is a perfect example of.[21]

97. Secondly all court officers have been instructed that anyone that wants to have their rights tried in a court in Luxembourg, shall be forced to do so through a Luxembourg lawyer, only (who obviously is servile to the system), and that this has to be carried out in French. Since close to all documents in a conventional bank-fraud case in Luxembourg are drawn in English, the client is forced to pay for the translation into the French language, which obviously is costly although totally unnecessary.

98. As a rule one is by the above mentioned provisions guaranteed free access to the adversaries' observations and a genuine opportunity to comment on these observations. So far so good, but what if these observations are drawn in a language which the defendant doesn't understand? In that case the observations would be of no value, the same would go for the guarantees of free access to observations and the opportunity to comment on them. The only way to redress this problem is to translate the documents, or to provide the defendant with an interpreter, cf. ECHR Art. 6 (3), litra e. Luxembourg authorities has vigorously rejected all our requests of translating judicial documents, hence leaving us in a legal vacuum totally deprived of our right to defend ourselves.

99. We have not been afforded the opportunity to present our case under such conditions that do not place us at a substantial disadvantage vis-à-vis the opponent in this matter. On the contrary; unlike the adversaries in this matter we are not afforded any opportunities at all to present our case, thus facing a totally unbalanced litigation which clearly gives the adversaries / the offenders an advantage you will (hopefully) not find in many other constitutional states. It goes without saying that such said litigation is a blatant violation of the principle of equality of arms.

100. The observer will notice that the Government is in full control over the (all too few) bank clients who are not willing to obey to this crime-protective system. On March 4 2010 it was announced in the world media that a commercial court in Luxembourg had turned down a lawsuit against UBS and Ernst & Young of which was based on gross negligence in connection with the "Luxembourg-Madoff fraud". The consequences of this court decision are far-reaching: Thousands of clients have hence been deprived of their lawful right to sue anyone who has acted to the detriment of their interest. The rule of law is, so to speak, ruled out in Luxembourg.

101. Anyhow, we can now clearly see the outline of an unfair preparation for an unfair trial. The Government, its institutions and what the country bases its existence on – the numerous foreign companies – can with ease rely on the five primary obstacles: CSSF, the public prosecutor, the courts, the language and the lawyers, which makes any legal process against any perpetrators linked to this "social set" of people quite unfair.

102. In short this is the unfair regime we are living under in Luxembourg: The authorities have; refused to investigate obvious crimes in spite of conclusive evidence;

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[20] Hence it is put in the hands of the lawyers in Luxembourg (not the police / prosecutor) to assess whether the matter is of criminal nature or not.

[21] A minister of the Government had been fined for tax fraud. A Luxembourg journalist published and article about the matter. In fact the Minister in question instructed a judge to have the police to raid both the journalist's office and home as well as his lawyer's office, in search for any evidence which could take down the journalist and his representative, Anne-Marie Schmidt. This is exactly what happens in Luxembourg if anyone dares to shed light on crimes within the administration.

shelved close to 30 criminal complaints in this regard; concealed documents and voice recordings proving the crimes; put us under continuous covert surveillance; instigated illegal court proceedings; carried out secret court proceedings; obstructed any attempts of ours to challenge these proceedings, hence obstructed any attempts of defence, etc. This means that we have been given no chance whatsoever to examine witnesses or documents of the adversaries, to be informed of the reasons for any decisions, to be able to appeal these decisions, or the right to challenge these decisions. In fact we have been left tied up in the dark quarter of this crime-protective system, without any possibility to defend ourselves. If fairness and equality of arms have ever existed within the legal system of Luxembourg, it has surely vaporised long time ago.

103. **Public hearing:** This requirement, that the court be open to the parties, in the sense of ensuring the personal presence of the parties or their representatives, is the focal point at which all the strands of a sensible conception of the public hearing requirement come together and from which all the other aspects derive their full power and meaning, cf. ANSELM FEUERBACH, Betrachtung über die Öffentlichkeit und Mündlichkeit der Gerechtigkeitspflege, Gießen, 1821&1825, para.i, at 96.

104. If a party to a court case does not understand or speak the language of the court, and the court ignores his/her requests for an interpreter and his complaints of unfair trial, the conditions of "public hearing" have not been met. If this is the case, the court is obliged to redress this problem by offering the party an interpreter. Should the court refuse to comply with this demand, then we are left with the conclusion that the party has no access to court, thus there are no public hearing and the provisions mentioned above has been violated.

105. **The principle of self-representation – be advised, defended and represented:** According to the above mentioned provisions everyone is entitled to have his/her rights tried by a court of law.[22] It goes without saying that a holder of legal rights has a right to defend these rights, in person, whether inside or outside court.

106. In regards to criminal cases this has been more explicitly stated in ECHR Art. 6 (3) litra c. For the Court's information, this – that it *seems* that this is a conventional right only for the accused – does obviously not mean that a defendant or a plaintiff in civil matters has lost this right.

107. According to the EU-charter Art. 47 (2), second sentence, a party is guaranteed a right to be advised, defended and represented. This means that a party to a lawsuit is guaranteed a right to defend himself in person, and if he so choose he has the right to be advised, defended and represented as well. Self-representation in the courts is a worldwide recognized principle. Any party to a court case has thus the right to defend his/her rights in person or through legal representation of own choosing.

108. A problem occurs when a party to a court case does not speak or understand the language of the court. This will, as stated earlier, easily be redressed by providing the party with an interpreter. Authorities in Luxembourg have instead of complying with international treaties traditionally obstructed any such attempts by demanding the party to have a Luxembourg lawyer representing the party's interests in court.

109. **Conclusion and demands:** In conclusion this means that we are – in accordance with the aforementioned provisions – entitled to be granted access to courts in Luxembourg. Furthermore we are entitled to present our case in court, in person. In this context we would like to inform the Court that Mr. Berge is a jurist, he has been acting as

[22] Please note that the said provisions do not narrow down this right to: "...through a legal representative."

an in-house lawyer for many years, he has won several cases in the ECHR (Strasbourg), and he is fully capable of taking care of our rights and interests in court.

110. The bailiffs' argument that our writ of summons can not be served as long as we are not represented by a lawyer is a violation of all of the above mentioned provisions. Furthermore, the bailiffs in Luxembourg are not judges but merely – besides standing as by far the largest organization of debt-collectors in the country – messengers of the court where their duty is to serve the court and the parties, or rather; the users of the court. The bailiffs are thus in no position to decide upon whether a writ of summons is admissible or not.

111. As the bailiffs in Luxembourg are ordered to not serve our judicial documents we petition the Court to serve this writ of summons without further due and to grant us access to court, in person, as self-representatives.

112. **Oral hearing**: The Defendant has wilfully kept documents and voice recordings secret. Furthermore the Defendant has refused to comply with our motion for discovery, hence essential facts have still not been revealed. According to the ECHR and the EU-Charter we are entitled to an oral public hearing before an independent and impartial court of law. The Luxembourg Court of First Instance and its officers have, previously, wilfully and effectively deprived us of this right. Should the judges of the Court of First Instance still believe that European citizens have no conventional rights in Luxembourg, we would then like to remind the Court that this is not so.[23] We will thus claim that we have a conventional right to an oral hearing, of which shall take place in the Court of First Instance.

G. Causes of action against CSSF

113. As described in detail above and in the documentation enclosed, the Defendant has committed deceit and/or fraud and/or negligence and/or gross negligence in the course of fulfilling its duties as the single regulator in the financial market in Luxembourg. Its wrongful and/or grossly negligent acts have caused direct harm to the Plaintiffs as well as to numerous international investors, acts which has incurred substantial investigation costs and opportunity costs in addition to substantial economic and non-pecuniary loss. As a direct consequence of the Defendant's misconduct, the Plaintiffs have not been able to establish a reasonable and secure livelihood, a situation which has come costly.

114. Had the Defendant conducted its surveillance and supervisory assignment in accordance with law, had it withheld its unlawful active support to the bank and refrained from preventing actions/probes/investigations against the bank (hence protecting the bank), had it intervened to prevent the bank from committing fraudulent acts, or had it not committed negligence itself, Danske Bank International S.A. would not have been in a position to carry out or maintain its fraudulent activity, and the Plaintiffs would therefore not have been harmed. The Defendant is liable for the results of its tortious or quasi-tortious acts, and the Plaintiffs therefore seek judgment against the Defendant as compensation for the damages they have suffered.

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[23] In case of Fischer v. Austria, Application no. 16922/90, 26 April 1995, the ECHR found that the plaintiff's right to a public hearing pursuant to the European Convention on Human Rights included a **right to an oral hearing**. In finding so, the ECHR considered, inter alia, the important factual issues that needed to be reviewed; Case of Axen v. Germany, Application no. 8273/78, 8 December 1983, where the ECHR writes at paragraph 25 that "...the public character of proceedings before the judicial bodies ... protects litigants ..."; and Case of Fredin v. Sweden (No. 2), Application no. 18928/91, 23 February 1994, where the ECHR found a violation of the plaintiff's right to a public hearing, partly based on the factual issues that needed to be addressed in the oral hearing that was requested by the plaintiff and subsequently denied. The ECHR noted that the right to a public hearing "may entail ... an 'oral hearing' " (para. 21), "...the Court is of the view that, in such circumstances at least, Article 6 para. 1 ...guarantees a right to an oral hearing" (para. 22).

115. In the main hearing we will argue that CSSF and hence the Luxembourg Government has the sole responsibility for the national financial crisis and is partly responsible for the global financial crisis.

116. On these grounds the Plaintiffs therefore request that this Court:

1. declare that this Complaint presents a valid claim;
2. declare that the Plaintiffs' claim against the Defendant is valid on the merits;
3. declare that the Plaintiffs - In accordance with The United Nations Universal Declaration of Human Rights Art. 10, the ECHR Art. 6 (1) and the EU-Charter Art. 47 – has a right to present their claim in court, in person;
4. appoints an interpreter;
5. award compensatory damages, by reason of the actions described above, in the amount of **€ 1.982.000** (Euro-one-nine-eight-two-zero-zero-zero) and order the Defendant to pay to the Plaintiffs the entire amount stated;
6. award Pain-and-suffering damages, by reason of the actions described above, in the amount of **€ 10.000.000** (Euro-one-zero-zero-zero-zero-zero-zero-zero-zero) and order the Defendant to pay to the Plaintiffs the entire amount stated;
7. award opportunity cost, by reason of the actions described above, in the amount of **€ 10.000.000** (Euro-one-zero-zero-zero-zero-zero-zero-zero-zero) and order the Defendant to pay to the Plaintiffs the entire amount stated;
8. award Punitive damages, by reason of the actions described above, in the amount of **€ 50.000.000** (Euro-five-zero-zero-zero-zero-zero-zero-zero-zero) and order the Defendant to pay to the Plaintiffs the entire amount stated;
9. open this case for class action;
10. order the Defendant to pay all or part of the costs and expenses of these proceedings;
11. order the Defendant to pay interest up to and after the date of judgment in accordance with the terms of the applicable law;
12. award such further and other relief as the President may advise and that this Honourable Court may deem just;

The Plaintiffs expressly reserve their right to serve in due course any other legal or natural person who has acted under or on behalf of CSSF. The Plaintiffs expressly reserve their right to assert other claims or causes of action.

Katalin Baranyi
PhD Scholar

Herman J Berge
LLB

DATED in Luxembourg this 31st day of January 2011; delivered by fax and mail by the Plaintiffs whose address for service is **Mr. Herman J Berge** and **Ms Katalin Baranyi**, 665 rue de Neudorf, L-2220 Luxembourg.

NOTICE

TO:

1. Jean Guill, on behalf of CSSF

You have been sued. You are a Defendant. You have as many days as the Luxembourg Civil Procedure act provides you with to file and serve a Statement of Defence. You or your lawyer must file your Statement of Defence in the office of the Clerk of the TRIBUNAL D'ARRONDISSEMENT DE LUXEMBOURG [LUXEMBOURG]. You or your lawyer must also leave a copy of your Statement of Defence at the address for service for the Plaintiffs named in this writ.

WARNING: If you do not do both things within the time given, you may automatically (by default judgment) lose the law suit. The Plaintiffs may get a Court judgment against you if you do not file, or do not give a copy to the Plaintiffs, or do either thing late.

Address for Service of Defendant will be:

1. **Jean Guill**: 110, route d'Arlon, L-2991 Luxembourg

Katalin Baranyi
PhD Scholar

Herman J Berge
LLB

DATED in Luxembourg this 31st day of January 2011; delivered by fax and mail by the Plaintiffs whose address for service is **Mr. Herman J Berge** and **Ms Katalin Baranyi**, 665 rue de Neudorf, L-2220 Luxembourg.