

BILAG 13

Ms. Katalin Baranyi and Mr. Herman J Berge
665, rue de Neudorf
L-2220 Luxembourg
Luxembourg

Phone : +352 43 12 65
Fax : +352 26 43 12 11

Procureur Général d'Etat (Attorney General)
Palais de Justice
P.O. Box 15
L-2010 LUXEMBOURG

Luxembourg March 2 2011

Att : The Director General of Public Prosecution / Attorney General
Re : Danske Bank S.A. – Criminal Complaints I to XXIV
Case # :
Your reference :
Our reference :
Posting by : Mail and fax
Your fax # : +352 47 05 50
Numbers of pages : 3
Attachment :
Copy : Eurojust ; OLAF; Ombudsman; Grand Duke; Commissioner V.
Reding

CRIMINAL COMPLAINT

XXV

1. FORMAL INFORMATION

Date of Crime : February 18 2011.
Scene of Crime : Josiane Gloden's office at 8, rue de l'Alzette, L-4010 Esch-sur-Alzette – 665 rue de Neudorf, L-2220 Luxembourg.
Offender : Bailiff **Josiane Gloden**, 8, rue de l'Alzette, L-4010 Esch-sur-Alzette (residential address; unknown).

In regards to the facts in this matter, we refer to previous criminal complaints of 221208, 260109, 280109, 020209, 030209, 050209, 100209, 110209, 091209 (IX, X, XI and XII), 101209, 141209, 150110 (XV and XVI), 190110, 200110, 270110, 240310, 080910 160211 and March 2 2011 (XXIII and XXIV) which we advise you to read and assess thoroughly.

2. THE OFFENCE

Criminal Complaint XXII - XXIV makes the backdrop and foundation of this complaint.

On February 18 2011 the offender issued a "Commandement" stating that we didn't pay € 453.199,76 on October 4 2010, that we – by this failure to pay – have defaulted and that she pursuant to Article 879 of the "Nouveau code de procedure civile" thus was entitled to serve this document on behalf of another offender, notary Francis Kessler, cf. Criminal Complaint XXIII. Early in the morning on February 18 2011, at 07:40 (before office hours), the offender attempted to serve this document.¹

The offender was at the time of the issuing positively aware of the fact that she had not seen nor was she in possession of:

- any contracts or agreements stating that we owe the bank the sum of €453.199,76.
- any document (a NOTICE) proving that we had been requested to pay the said sum within October 4 2010.
- any agreement or contract of which the aforementioned sum of €453.199,76 refers to and which stipulates interest rates, instalments or other statutes of which claims to be breached.
- any document proving that we have defaulted and thus are in breach of an agreement or contract.

It is thus a notorious fact that the offender issued and attempted to serve a "Commandement" without the slightest piece of evidence of an agreement and a default of this agreement. Actually the offender had no documents in hand that could justify² her "Commandement" or the service of the said document.

Furthermore the offender was aware of the fact that the sole document (the mortgage deed of January 16 2007) she establishes her service upon had been signed due to fraud and deception and furthermore that this document does not refer to Article 879 of the "Nouveau code de procedure civile" or to this said code at all, hence the offender was not eligible, whatsoever, to issue and service the aforementioned "Commandement" pursuant to the said article.

The offender was fully aware of the total lack of the aforementioned mandatory documents but nevertheless she wilfully chose to obey notary Kessler's instructions and is thus – besides being an accomplice in committing and completing serious financial crimes in collaboration with the bank and its accessories – liable and accountable for any damages caused by the said act. As the offender has been appointed by the Grand Duke, any liabilities derived from the offender's actions rest on him.

3. IN CLOSING WE PETITION THE PROCUREUR GÉNÉRAL D'ETAT:

- to investigate the above mentioned actions and prosecute the offender/-s.
- to inform us, within two weeks of this letter, whether the actions pointed out in this criminal complaint are offences or not according to Luxembourg law.

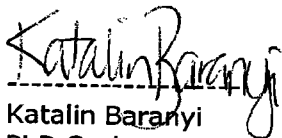
¹ As the offender seems to be living and working in Esch-sur-Alzette, she must have started her day approximately at 06:00. There are two reasons for her out-of-office-hours-service this early morning: Either she has come up with the idea all by herself (which is out of the question), or someone – who has been keeping us under covert surveillance for some time – has supplied her with sufficient information and instructed her to act like she did, ensuring that the quite hostile "service" was made in front of our son who at these times goes to school. This is standard psychological warfare.

² A mortgage deed does not give evidence of a loan agreement, its statutes or of a default of any of its statutes. In this regard a mortgage deed does solely stipulate what will happen after a default has occurred.

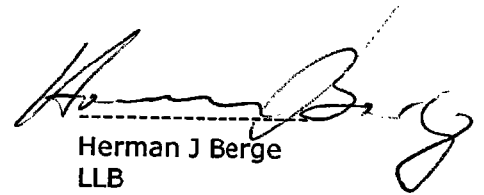
We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Director General of Public Prosecution whether such claims can be filed as part of the criminal case.

This Criminal Complaint is submitted to the Procureur Général d'Etat in English in accordance with the ECHR and the EU Charter of Fundamental Rights.

Should the prosecutor render the abovementioned actions as lawful in Luxembourg, we then petition the public prosecutor to – without further due – refer this petition for investigation of gross financial cross-border³ crimes, to Eurojust, as a request for assistance.



Katalin Baranyi
PhD Scholar



Herman J Berge
LLB

DATED in Luxembourg this 2nd day of March 2011; delivered by fax and mail to the attention of the Procureur Général d'Etat.

³ We remind the public prosecutor that all (but one) agreements between the bank and us have been entered into while we lived in Norway.