

# BILAG 12.

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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 XXII  
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

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## CRIMINAL COMPLAINT

### XXIII

#### 1. FORMAL INFORMATION

**Date of Crime** : February 17 2011.

**Scene of Crime** : Notary Francis Kessler's office, 5, rue Zénon Bernard, L-4002 Esch-sur-Alzette.

**Offender** : Notary **Francis Kessler**, 5, rue Zénon Bernard, L-4002 Esch-sur-Alzette

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 and February 16 2011 which we advise you to read and assess thoroughly.

#### 2. THE OFFENCE

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

On February 17 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 he pursuant to Article 879 of the "Nouveau code de procedure civile" thus are entitled to sell our house on behalf of the bank.

The offender was at the time of the issuing positively aware of the fact that he had not seen nor was he 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 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 justify<sup>1</sup> his "Commandement".

Furthermore the offender was aware of the fact that the sole document (the mortgage deed of January 16 2007) he establishes his legal power 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 the aforementioned "Commandement" pursuant to the said article.

The offender had in advance been duly informed about the crimes that lay behind this fraudulent and deceitful mortgage deed, but nevertheless he wilfully chose to obey the bank'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.

On February 9 2011 the offender called us and attempted to threaten and manipulate us to give in and accept his demands. In this taped conversation, and despite our explicit request, the offender bluntly refused to provide us in writing anything of what he was about to say. Although we refused to receive his information and statements orally, he insisted.

We find it highly unlikely that the offender's actions would rest on anything else than corruption.

### **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.

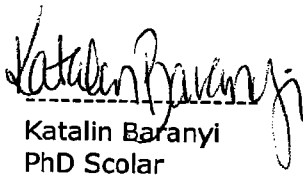
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<sup>1</sup> A mortgage deed does not give evidence of a loan agreement, its statutes or of a default of any of its statutes. In this regard a mortgage deed does solely stipulate what will happen after a default has occurred.

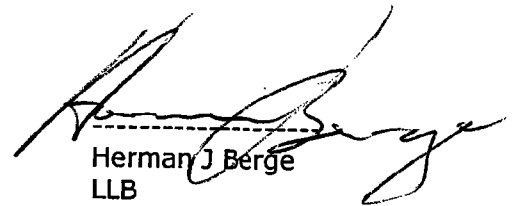
We do reserve the right to claim compensation for any economic loss, as well as non-pecuniary damages, these actions have caused us. In this regard we wish to be notified by the Director General of Public Prosecution whether such claims can be filed as part of the criminal case.

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-border<sup>2</sup> crimes, to Eurojust, as a request for assistance.



Katalin Baranyi  
PhD Scholar



Herman J Berge  
LLB

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

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<sup>2</sup> We remind the public prosecutor that all (but one) agreements between the bank and us have been entered into while we lived in Norway.