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Commission de Surveillance du
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Luxembourg June 25 2010

Att	: Mr. Benoît Juncker – Mr. Jean-François Heln
Re	: Deposits in Danske Bank International S.A., Luxembourg
Case #	:
Your reference	: SG.09/247-NDE/MR/LTG 1090 – Jur.10/577-BJ/KF LTG 1090
Our reference	: 653147
Posting by	: Delivered by hand with receipt on delivery
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Attachment	: List of Documents # 1 to 19
Copy	:

First of all we appreciate that CSSF called for and carried out the meeting of June 10 2010 (referred to as "the meeting" in this letter). Below we will try to answer or comment on some of the more important issues and questions which arose during this meeting. In this regard, please find attached List of Documents # 1 to 19, in which doc. # 19 is a folder containing 1) correspondence between us and the bank; 2) correspondence between us and CSSF and 3) Criminal Complaints to the Public Prosecutor as well as correspondence with the prosecutor.

We find it prudent to start with the basis for our complaint, this in order to provide CSSF with an alternative foundation to work from while examining and assessing arguments, allegations and evidences in the light of relevant law.

A The basis for the complaint

Based on letters, bank statements, voice recordings, actions or lack of such, all this subsumed under the relevant law, we have found 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.
- Created a situation which in turn was meant to lead to a default on our end, hence by unlawful means opening the doors for the bank to cash in what was left of our savings.
- Concealed documents, voice recordings and other information (which would have shed light to this matter) in an attempt to avoid investigation and legal sanctions against the bank and its staff.
- Leaked protected personal information (confided to the bank) to third parties (or being accessory to such act).
- Violated the MIFID regulations and in this regard executed transactions in violation of the MIFID regulations.
- Committed churning.

Our conclusion is not meant to be exhaustive. In this regard we refer to the criminal complaints I to XX (filed to the public prosecutor) as well as to our letter of January 26 2010 to the Minister of Justice and the Minister of Finance. You will find these documents in the List of Documents, **doc. # 19.**

B Our intentions in 2003 and how it developed into an "investment-raid"

The funds in question were placed in the bank as savings. Although we didn't intend to invest the funds when it was placed in our[1] account with Danske Bank International, the bank asked us – in regards with the opening of the account, see List of Documents **Doc. # 1** – what kind of bank customers we were. Our answer was; long term, safe placement. 1 ½ month after the opening of the account (August 19 2003), the bank initiated the "investment-raid" by their phone call to us[2] suggesting to invest most of our funds in Danish and Norwegian Bonds, see List of Documents, **doc. # 3.** In financial terms this approach from the bank is described as an *unsolicited offer.*[3]

Despite the fact that we were interested in safe long term placement, two months later the bank contacted us several times proposing to invest in some short term funds, see List of Documents, **doc. # 4.** Nothing came out of this, but the bank didn't give up. In January/February 2004 the bank suggested to sell some of the bonds that the bank five months earlier had suggested to us to buy and keep for years, see List of Documents, **doc. # 12.** We can not remember that we have approved all this, but that would easily be clarified by examining the voice recordings. We had, though, no reasons to doubt that the bank would act in our best interest.

Within the period of August 20 2003 and October 17 2005 the bank had invested and re-invested most of our funds at least 55 times.[4] This investment activity – which fully

[1] Until October 17 2005 the account was an individual account on Mr. Berge's name.
[2] For the sake of good order we remind CSSF that we lived in Oslo, Norway, at that time.
[3] I.e. An offer the owner did not ask for.
[4] During the course of 5 years (2003 – 2008) our savings (or the larger portion of it) has been invested and re-invested on an average of 24 times a year instead of once in the course of 4 to 6 years, as we were promised by the bank's Investment Adviser. We have registered some 120 considerable movements of our assets during these five years involving a total of more than NOK 160 million or € 19.5 million, which in turn has generated commission to the bank on this amount, drained from our account. This is extraordinary, especially in the light of our "long term investment" strategy.

originates from unsolicited offers and proposals from the bank – is obviously in violation with Norwegian regulations as well as EU-regulations on *churning*.

One of the account-opening-documents from 2003 states: "*In order to comply with legal obligations in Luxembourg and to tailor our services to your personal situation, we need to know a bit more about you.*" In this document we ticked off for; Safe placement long term (more than five years).[5] The bank's investment activity with our funds, within the above mentioned period, is obviously a violation of our preferences stated in this document and consequently in violation with "*...legal obligations in Luxembourg...*"

During the meeting CSSF argued that; we did agree to this, and we didn't complain, thus suggesting that the bank's actions – no matter its nature – are legitimate or lawful. One have to recognize, though, that if an action or activity is a violation of any criminal law, the principles of the law itself will halt any attempt of legalizing such action by consent. Moreover we find it hard to believe that any bank would inform their customers that they intend to churn out some cash from their account, or even less likely; asking their customers whether they would agree to let the bank churn from their funds. Suggesting that the absence of objections against concealed (or even overt) shady or criminal actions is equivalent to consent is beyond belief.

We would like to provide CSSF with another example of criminal activity in this matter which cannot be legalized by our "consent"[6]: During the period of March 2006 and December 2007 (before the marked plunged) the bank made us believe that our savings were safely spread in bonds, cash (deposits and accounts) as well as in shares. Our "investments" were visualized by the bank's Pie Chart in our quarterly reports, where the DLF Balanced Fund was categorized as "Bonds", thus making it look like our investments had a sound spread. This was the case in the Report of March 2006, see List of Documents **Doc. # 13**, as well as in all subsequent Reports up to September 2007, see List of Documents **Doc. # 14**.

In the "Report" of December 31 2007 – printed on January 9 2008, two weeks *after* the marked had plunged – nothing had changed *but* the Pie Chart, which now showed the *actual* investments where the DLF Balanced Fund was listed as "Shares" and hence all our savings suddenly appeared in "one basket", showing a high risk investment (which has been there, although concealed by the bank, since the beginning) not consistent with our means and economical situation. See List of Documents **Doc. # 15**. This fraud was reacted upon in our criminal complaint VI. If the bank had told us about the risk the bank had put our savings into, and that we were about to loose all our savings, we would at least had had a chance to get out of this in time. The bank didn't just abstain from informing us about the grave situation, they even attempted to make us believe that everything was ok, thus deceiving us from carrying out, or even planning, any protective measures.

There are also other factors which cemented our confidence in what the bank had manipulated us to believe in; that we wouldn't or couldn't loose our savings. Both

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[5] This document was replaced by a new one on October 17 2005. This time the bank manipulated us to tick off for "High Risk" instead of "Safe placement". More precisely the bank informed us that we couldn't tick off for Safe placement as our investment no longer corresponded with these preferences. In the bank's letter to us of January 21 2009 the bank claims in the preface that they have sent us a copy of this document. The bank has though failed to provide us with the second page of "Financial information", which most likely states that we are professional investors, having previously invested in FX, bonds, shares, investment funds etc., another result of the bank's manipulation as these investments has been initiated, proposed and carried out by the bank, not us.

[6] In this picture any Consent is the result of being misled to not discover the truth about our savings, and thus we had no reason to react on the covert fraudulent actions. Remember that the first thing any person thinks of when he/she has planned or has committed a crime is: *How can we cover this up and get away with it.* It is the core of any criminal nature to conceal whatever actions that can blow the cover, consequently leaving the aggrieved happily unaware of the crime against him/her. This unawareness can never be interpreted as Consent.

Bjerregaard, Bjørnsen and Kaupang Leighton assured us that they would call us whenever our investment would decrease or otherwise approach any jeopardy, which they did at least once, in October 2005. Furthermore they guaranteed us that our investments were protected by a certain "safeguard-system", and thus we would never risk loosing our savings as any investment that would decrease to a certain value would be sold. The system, they told us, was automatic, meaning that if our Wealth Managers where out of office the collapsing investments would be sold when reaching this lower threshold set by the bank. As our savings now is "lost", we understand that the bank has manipulated and deceived us to believe in this safeguard-story.

Even after the crisis had hit Lehman Brothers, Danske Bank International S.A. and the rest of the world, the Wealth Manager Kaupang Leighton continued to mislead us with this statement[7]:

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

14 days later, on October 16 2008, the bank informed us that the Balanced Fund was frozen (thus informing us that some €30.000 basically were lost, to Mr. Bernard Madoff as it now seems), and the next day we were informed that we were in breach of the MPLA; our house loan.

Finally under this paragraph we would like to remind CSSF that the 15 or 30-days grace period in which the bank will accept any objections to its transactions, merely applies within the spectre of lawful actions/activity, not to crimes.

C Problems and allegations that needs attention

During the meeting on June 10 2010 a few questions arose which need some attention and our comments.

1. **Governing law**: Practically all agreements between us and the bank have been initiated[8] and completed in Norway with Norwegian citizens as clients (see List of Documents, **doc. # 1, 2 and 5 to 10**). Norwegian Law on Financial Agreements and Financial Service (LFAFS), § 3, first section, litra a, prescribes that Norwegian law prevails in matters like the one in question. Hence the bank is by law forced to accept Norwegian law as the governing law whenever entering into such contracts/agreements with Norwegian citizens in Norway.

    a. CSSF suggested during the meeting that this couldn't be the case as the money was deposited in Luxembourg. The bank has not made any contracts/agreements with the money but rather with two persons, holding Norwegian passports, domiciled in Norway. Norwegian law prevails.

    b. As mentioned in the letter[9] to the Minister of Justice and the Minister of Finance, contracts/legal documents which the bank presents to its foreign customers/clients are not consistent with EU-regulations and relevant national law as their customers/clients – by these documents – are imposed to accept the law and jurisdiction of Luxembourg while simultaneously being forced to forfeit their mandatory rights of their domicile state.

2. **Cross-border authorisation**: CSSF emphasized during the meeting that this matter was out of the question to discuss, thus suggesting that it was of no relevance to this case.

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[7] Stated during a lunch-meeting with the bank on September 29 2008.
[8] By the bank as the professional and active party.
[9] Letter of January 26 2010.

a. Cross-border authorisation is mandatory. See our letter to the minister of Justice/Finance of January 26 2010. If the bank hasn't complied with the relevant regulations listed in the mentioned letter, then the bank's activities are considered unauthorized and illegal. According to the Norwegian Finanstilsynet's official list,[10] attached to the above mentioned letter, Danske Bank International S.A. is not authorised to carry out such financial activity (in Norway) as the bank has provided us with (e.g. Portfolio management and advise). This is obviously a sever problem for the bank as none of such agreements and activities (originating from the said agreements) carried out during the period of 1995-2010 are authorized or lawful, making these agreements/contracts null and void.

b. In this regard, and in order to get a sound and true picture of what has happened to us – why and how it could continue for years without being discovered – we will demand a thorough probe into the bank's activities and its business policy towards Scandinavian clients spanning from 1995 to present.

3. **Multi Purpose Line Agreement** (MPLA): During the meeting CSSF expressed disbelief to our understanding of the MPLA of October 16 2006, i.e. that it was a house loan.

   a. The first of these MPLAs was presented to us in a lunch-meeting with the bank on October 26 2004 (amount; €500.000). This was – by the way – the first of several lunch-meetings the bank invited us to. The idea of borrowing money to invest was introduced and proposed to us by Mr. Bjerregaard[11][12] some weeks before we were presented to this MPLA.[13] At that time our savings was estimated to some €550.000. We had no reason to borrow money, not even for investment. Moreover, (we know now that) presenting or even proposing such high risk ideas was in violation with our preferences: Safe placement long term, and thus in violation with "*...legal obligations in Luxembourg...*"

   b. The next MPLAs were presented to us on June 1 2006 (amount; €500.000), September 29 2006 (amount; €920.000), October 16 2006 (amount; €1.000.00), September 4 2007 (amount; €1.200.00).[14]

   c. The bank *never* explained to us what a MPLA was, how it worked, why we needed it, whether we really needed it, etc, this in violation of the laws and regulations mentioned in our letter of January 26 2010 to the ministers of Justice and Finance. We still don't know/understand the concept of MPLAs.

   d. Anyhow, in 2006 we were – of obvious reasons – convinced that the MPLA of October 16 2006 was our house loan. We where offered an instalment-free loan the first few years (we never got the exact amount of years), and we were also offered to pay interest at 1% below market interest. The interest was to be paid once a year, in November, we were told. Although it was an instalment-free loan the first few years, we agreed that we could

[10] Which is an official list which we haven't made
[11] Our former account manager
[12] Bjerregaard proposed to borrow low interest currency and place this amount in high return investments or high interest currency. The bank never informed us that these proposals were in violation of our preferences.
[13] This document was never signed by Ms. Baranyi.
[14] The bank steadily increased our debt, even though our situation – which the bank was duly aware of – didn't allow this.

make down payments on the loan whenever we wanted. Our understanding of this MPLA is supported by its preface listing the only purpose of the MPLA: "*...for the purpose of acquisition of real estate...*" [15]During the meeting CSSF interpreted the purpose extensively, i.e. that we wanted to use the MPLA to start investing in Luxembourg properties, and that this explicit purpose didn't prove anything. There is no basis for such an interpretation.

e. No matter the MPLA's legality, the bank failed to disclose relevant material facts in regards to this MPLA. According to the Norwegian Law on Financial Agreements and Financial Service (LFAFS), chapter three, the bank was obliged to disclose such material facts. These consumer rights can not be abandoned by agreements or by any other form of consent, see LFAFS chapter 1, § 2.

    1. This means that even if CSSF should find that everything is in order and that it is our own fault that the bank has been misleading us to act to the great detriment of ourselves, the MPLA is nevertheless null and void as the LFAFS makes it absolutely clear that parties to any financial agreements governed by this law are not allowed to abandon its regulations. Failing to disclose material facts is an offence, see LFAFS Chapter 7, § 91.

4. **House Loan.** As mentioned above CSSF can not see that the bank offered us a house loan through this MPLA.

    a. This *was* a house loan. On October 5 2006 Danske Bank provided the broker of the house in question, Mr. Hoffmann, with a declaration that they had granted us a loan, with the purpose of purchasing the property at 665, rue de Neudorf. See List of Documents **Doc. # 11**. This document was handed over to the Notary and was presented as a proof that the bank had granted us a house loan for the entire purchase amount, i.e. 100% financed purchase.

    b. During the meeting CSSF stated that this letter didn't prove anything and thus was of no value to the matter. We disagree. The letter states that the bank had granted us a loan, that the loan was to be used to purchase our house, and finally; the amount of the loan corresponds precisely with the asking price of the house in question, some €695.000.

    c. This declaration is obviously a problem for the bank as it now seems that such a loan agreement on this amount doesn't exist. But for us this letter was in accordance with what we agreed upon during our meetings with the bank in September and October 2006; that we were offered and granted 100% financing in regards to purchasing our house.

5. **The NZD-transfer 2006.** Down payment on house loan.

    a. Around the same date which the bank had sent the declaration to Mr. Hoffmann (and after the bank had granted us the house loan), Mr. Bjørnsen called us and asked whether we could make a NOK 1 million[16] instalment/down payment on the house loan. We were surprised by this approach, but since we felt that the bank had offered us a loan on good conditions and had been overwhelmingly nice helping us with this house

[15] This purpose is not mentioned in the previous MPLAs
[16] Some € 120.000

loan,[17] we felt that we were not in a position to ask questions. Furthermore such a down payment would after all reduce the loan, the annually interest payments and our liabilities towards the bank at the same time. The down payment was received by the bank on **October 18 2006**, see List of Documents, **doc. # 16**. We know now that the bank *didn't* repay our house loan with this instalment, as they promised.[18] On the contrary the bank funnelled the funds into their own investment scheme (which involved Bernard Madoff), as part of their investment-raid against us.

b. If there should exist any discrepancies in regards to the financing of our purchase of the house, such discrepancies should easily be clarified by examination of voice recordings held by the bank.

c. During the meeting CSSF stated that if the bank should surrender the voice recordings to CSSF, we will have no rights getting access to these tapes/files. We disagree to this understanding of our rights. More than 95% of the contact between us and the bank was made by phone calls from the bank. Most of the initiations, suggestions, invitations, proposals and executions of the bank's investments ideas were made through these phone calls. It is obvious that this strict and cunning policy with the bank, most likely has evolved out of the necessity of minimizing the possibilities for any client to keep track of what has been discussed, how things evolved, and for that matter; to put aside potential evidence. The voice recordings contain personal information entrusted with the bank, as well as information which can support our claims. CSSF has no chance to assess whether these tapes/files are complete or are tampered with. In this regard we do not mind letting CSSF get full access to the tapes/files but that will only happen under the clear condition that we – simultaneously – get copies of the same tapes/files.

6. **Manipulating a default – The bank is cashing in our savings:** Since December 2009 the bank has sold different securities and thereafter cashed in the amount. These actions have been filed to the public prosecutor as criminal complaints.[19] Looking at how this matter has been handled earlier on, we weren't really surprised by the prosecutor's decision stating that these actions are legitimate in Luxembourg.

   a. During the meeting CSSF agreed with the prosecutor as this was a standard (and reasonable) step in order to prevent loss on the bank's engagements. But this conclusion depends strongly on what facts you bring into the matter before assessing whether one are facing legitimate actions or a crime. Omitting compromising evidence during such an assessment could obviously justify the bank's actions.

   b. Facts in this case show that these steps (the sell out) were part of a planned fraud. The bank claims that we were in default. To create this default, the bank had – besides over the years committing extensive churning and manipulating us to invest our savings in inflated and rotten Danish funds – merely determined the value of our collaterals as low as

[17] as well as helping Mr. Berge with opening an *empty account* on behalf of Interconsult S.A. and EU Invest S.A. thus making an exception from the minimum requirements in regards to the amount of €100.000 that has to be deposited in order to open a private banking account with the bank.

[18] Just for the record: this amount was placed in a long term deposit in ANZ Bank, New Zealand, and there is no chance that we would have transferred these funds to Danske Bank if it hadn't been for Danske Bank asking us to repay a major part of our house loan.

[19] See criminal complaint XVI to XX .

possible, not based on facts but rather on a quite subjective, vague and unverifiable opinion from one of the bank's staff/officers. The bank rejected to our request for a qualified valuation. Thus the bank never actually valuated our real estate, which on the time of the alleged default had an estimated value of + €880.000. In other words; our house had at the time of the so called default an estimated value (as collateral) of some €528.000 and not €417.000 as is the bank's unfounded claim.

c. We have still not been provided with an explanation on how the bank has actually figured out this default in October 2008, i.e. how they practised or applied the "actual security ratio" and "requested security ratio" during our "relationship" and in their default-assessment, what constitutes what of these two terms, and so on. Nevertheless, and no matter what the bank has been doing in this regard, our collateral by far exceeded our "debt" to the bank. Manipulating a default on our hand and thereafter cashing in on our savings, is thus a criminal act. The wider picture here is that this default was part of a fraudulent plan against our savings.

7. **Churning** – During the meeting on June 10 2006, CSSF stated that churning was punishable in Luxembourg.

   a. This statement is in contradiction with Centre for European Policy Studies' (CEPS) report on "TYING AND OTHER POTENTIALLY UNFAIR COMMERCIAL PRACTICES IN THE RETAIL FINANCIAL SERVICE SECTOR" submitted to the European Commission on November 24 2009. For further documentation, see our letter of January 26 2010 to the Minister of Finance and the Minister of Justice.

   b. Churning – as one American lawyer has put it – is the *fraudulent practice* whereby unscrupulous stock-brokers induce excessive activity in their customers' accounts for the sole purpose of generating a large volume of commissions: the more activity, the more commissions, and the more commissions, the more profit for the stockbrokers. After a while, the investor's account will be reduced, sometimes very significantly, by the cumulative effect of so many small but regular charges, and there will be nothing left to churn.

      Churning has been held to constitute a fraudulent practice, under the federal Securities Exchange Act of 1934. In a landmark churning case it was determined that, where a customer relies upon the recommendations of the broker that the broker is in a position to control the volume and frequency of transactions and the broker, abusing the confidence reposed in him, recommends and induces an excessive number of transactions, involving multiple trading in the same security and switches from one security to another, on which commissions and profits are taken without regard to the needs and objectives of the customer, then there is a device, scheme or artifice to defraud.

   c. According to Blacks Law Dictionary "Churning occurs when a broker, exercising Control over the volume and frequency of trades, abuses his customer's confidence for personal gain by initiating transactions that are excessive in view of the character of account and the customer's objectives as expressed to the broker.[20] As a scheme, *the essence of which is deception of a relying customer,* churning, as a matter of law, is considered a violation of federal securities law proscribing fraud in

[20] Remember that our intentions "expressed to the broker" was: Long term, safe placement.

connection with the purchase and sale of securities. Securities Exchange Act of 1934, § 10(b), 15 U.S.C.A. § 78j(b)."

d. No matter whether this unwanted offspring of financial activities is a crime or not in Luxembourg, we have nevertheless been exposed to extensive churning from August 2003 till March 2010.

8. **Unsolicited offers**: During the meeting on June 10 2010 CSSF claimed – based on the banks statements – that we initiated all investments and that all investments were carried out on our direct orders. For documentation on this paragraph, see List of Documents, **doc. # 17.**

   a. The bank's and CSSF's allegation is unfounded. We did not and still practically don't know anything about the different "investment opportunities" which might exist,[21] hence we had no reason to initiate any investments or propose any ideas of investment. Practically every investment originates from unsolicited offers and proposals from the bank, and was carried out on this basis.

   b. We want to underline that we never asked for an Investment Adviser, Account Manager, Wealth Manager, Portfolio Management, or a Custody Account. This is nevertheless what we got. The first letter we got from the bank, dated on **July 7 2003**, was dispatched by a Søren Glente. The letter didn't reveal anything about his position in the bank, nor did it reveal anything about the nature of our account, except from stating that it was an "Account". The next correspondence from the bank was a letter of **July 16 2003**, this time dispatched by Johan Bjerregaard, but still not revealing any information about the person's position or the nature of our account. Not even in his investment proposal of **August 20 2003** did Bjerregaard reveal anything about his position in the bank. Our first **quarterly report, October 3 2003**, only stated that this was a (normal) bank account. To put it in other words; the previous documents as well as this report didn't encourage us to ask questions about our bank account. Even in this report Bjerregaard didn't reveal anything about his position in the bank, or his position towards us and our account. The first time the bank was using the term; "custody account", was in a letter of **November 27 2003**. Obviously we didn't pay any attention to this insignificant change at that time. In the **quarterly report of January 14 2004** (December 2003), the name of the account had changed yet again, this time to: "Custody Account in Portfolio". This report is the first document received from the bank revealing Bjerregaard's position: "Investment Adviser". As far as we know we thus had an Investment Adviser taking care of our savings, which sounded trustworthy to us. But, we never asked for this. CSSF and the bank alleges that we initiated all investment transactions, but why then did the bank provide us with an Investment Adviser? The bank never informed us precisely that Bjerregaard also was a Senior Account Manager, *our* Account Manager. The first time this information was provided to us was in a letter of **September 15 2005**, when the bank decided to give us a new Account Manager; Øyvind Bjørsen. The reason for this change?: *"As the bank has increased its engagement in the Norwegian market...He is*

[21] We informed CSSF in the meeting about a situation that occurred in 2007 where we had a meeting with Dresdner Bank in an attempt to change bank. Not even the Vice President of this bank had heard of any of the funds which Danske Bank had placed our savings in. How, then, can CSSF believe that we had – on our own – searched for and gained sufficient information about these funds to make a sound decision and then invest in them, when not even a Vice President of Dresdner Bank had heard of these Danske Bank funds? It's not even logical to suggest such a speculative allegation.

Norwegian and has years of experience in regards to investment advising in Luxembourg. He will be of help in regards to all your future investment needs." So he was an investment adviser too.

c. Based on these facts CSSF should now see that the bank has slowly and unnoticeably changed the appearance of the exterior, so to speak, of whatever agreement we have entered into with the bank, failing to involve us in this deceptive change.

d. Voice recordings held by the bank, as well as offers dispatched to us from the bank (see List of Documents, **doc. # 3 and 4**), will contradict the bank's as well as CSSF's allegations.

D Petitions still not responded to

Furthermore we have asked the bank as well as CSSF to answer some essential questions regarding this case.

1. **What is a Wealth Manager**: Since August 2006 we have had two Wealth Managers managing our savings; Bjørnsen and Kaupang Leighton. On January 29 2009 we petitioned the bank as well as CSSF to answer these questions:

   1) What is an Account Manager; 2) What is a Wealth Manager; 3) What constitutes this Client/Account Manager-relationship between the bank and the client; 4) What is their mandate; 5) What does these positions embodies in regards to liabilities towards the client, employer, and public authorities; 6) What is a client legally to expect of an account/wealth manager, and finally; 7) When you deposit money in a bank in Luxembourg, are you obliged to have/hire an Account Manager, or is this the client 's facultative choice?

   Neither the bank nor CSSF has responded to our petition.

2. **Access to case file**: In a letter to the bank (with copy to CSSF) of January 22 2009 we petitioned the bank to provide us with all documents constituting any investment acts.

   1) The bank has refused to respond to this petition.

3. **Illegal FX-Trade**: In our letter # III to CSSF of January 22 2009 we informed CSSF of the illegal FX-trade with our savings. Through our criminal complaints we expect that the bank has been informed about these actions and has thus been invited to comment on this documented fact.

   1) Nevertheless the bank has refused to respond on this.

4. **Multipurpose Line Agreement**: On January 29 2009 we petitioned CSSF to provide us with a legal opinion in regards to the Multi Purpose Line Agreement, what kind of a document it is, and whether this document is a house loan or not.

   1) CSSF has refused to respond to this petition.

5. **Reason for firing our Wealth Manager**: Early in May 2008 one of our Wealth Managers, Mr. Bjørnsen, was sacked (asked to leave office immediately). As we have discovered numerous criminal actions committed by the bank, we found it appropriate to petition the bank (letter of January 30 2009) to clarify the reason why Mr. Bjørnsen was sacked.

1) The bank has refused to respond to this petition.

6. **MIFID and its consequences when not applied to**: In our letter to CSSF of February 13 2009 we petitioned CSSF to provide us with a legal opinion in regards to the MIFID-documents, especially about the consequences as none of these documents are signed or in any other way have been accepted.

   1) CSSF has refused to respond to this petition.

7. **Access to the case file – voice recordings**: In regards to the bank's letter to us of January 21 2009 we petitioned the bank (letter of February 13 2009) to give us access to the list/logbook of all taped phone conversations spanning over the period from 2003.

   1) The bank has refused to respond to this petition.

8. **Access to the case file – Documents related to the Madoff-fraud**: In regards to the Madoff-fraud we petitioned CSSF (letter of February 20 2009) to provide us with the log/journal/records of any correspondence between the bank and CSSF regarding four of Danske Bank's own funds (in which Danske Bank had invested/placed most of our savings in).

   1) CSSF has refused to respond to this petition.

9. **Access to information related to the bank's Spanish pensioner fraud**: In February 2009 we discovered that Danske Bank International. S.A. had been vacuuming[22] the Spanish (-Scandinavian related) marked of unencumbered estates through their branch in Spain where the bank had inflicted huge losses on the pensioners[23] which seems to have been deceived by the bank to invest any free capital on their real estates in the banks own – as it is obvious now – inflated and worthless funds. In this regard it was important in regards to our case against the bank to petition CSSF (letter of February 23 2009) to inform us on the number of requests and cases against the Bank as well as the nature of these requests/cases.

   1) CSSF has refused to respond to this petition.

10. **From where did the investment ideas originate?**: In CSSF's correspondence to us of March 12 2009 CSSF alleges that "*...the disputed investments originate from your initiative and were carried out at your express order. The bank has documented all the investments...*"

    1) CSSF knows that this is not true, and that the bank as well as CSSF has not provided any documents proving these allegations. Furthermore CSSF in the same letter alleges that the bank has provided us with "*...a detailed response to all of your letters...*"

    2) As CSSF should know by now we have yet to receive any relevant response from the bank, se No. 1 to 9 above.

11. **Access to the complete case file:** In regards to the letter of March 12 2009 mentioned above – and its grave and unfounded allegations – we petitioned

[22] As the matter of fact it was our two Wealth Managers, Bjørnsen and Kaupang Leighton who carried out this mission to Spain.
[23] which were the bank's main target

CSSF's substitute in our letter of March 17 2009 to grant us access to the complete file in questions.

1) We have not received any response to this petition.

* * *

Finally we would like to draw CSSF's attention to the fact that Danske Bank International S.A. has engaged Bonn Schmitt Steichen, a law firm in Luxembourg, to represent the bank in this case. As far as we have been informed this law firm is also representing an alleged lawyer from Oslo, Ole Kristian Aaboe-Evensen, who in turn claims to be the representative of descendents after the late Mr. Einar Riis Johannessen, a former client of Danske Bank International S.A.,[24] domiciled in Monaco.

Mr. Berge is the Testamentary Executor of Mr. Johannessen's Will and these alleged heirs of Mr. Johannessen attempts to nullify his Will in order to have Mr. Berge disqualified as the Testamentary Executor, and by these actions getting access to undetermined funds (although at least exceeding some €5 million). At least one of these alleged heirs is a client of Danske Bank. These clients of the law firm in question are in reality obtaining information from us (and about us), by fraud and deception, information this law firm and its clients otherwise wouldn't have legal access to.

The criminal activity[25] in which the law firm Bonn Scmitt Steichen have engaged themselves in will be duly pursued. The problem as for now is that Danske Bank in an attempt to avoid legal sanctions as a result of their activity, has engaged this law firm to channel personal information confided to the bank to certain third parties, and by such joining arms with Mr. Berge's counterparts in other legal matters, hoping that this collaboration would destroy us before any legal actions against the bank would be carried out. In reality this law firm is unlawfully taking advantage of information about us – confided to the bank and deliberately transferred from the bank to its legal representative and other, for the bank, known end-users – to the benefit of their new clients, and to the detriment of our interests.

We would also like to draw CSSF's attention to the result of the Class Action lawsuit Danske Bank (and its Norwegian branch) lost in Oslo City Court, Norway, on May 25 2010: 1) Danske Bank had sold its financial products as low risk products. 2) It was revealed that these products on the contrary were high risk products. 3) The bank's traders didn't fully know[26] what they were selling to their customers (consequently no one could expect the investors to know more than the bank), and 4) the bank had violated the Sale of Goods Act (§18 i.e. lack of information) and the Securities Trading Act (§9-2, i.e. good business practise). The Court also found that if Danske Bank had revealed information giving a correct picture of the product, no one would have invested in it.[27] [28]

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[24] Mr. Johannessen claimed that Danske Bank International S.A. had stolen some NOK 2 million from his account in Luxembourg during the period of January 1 – March 14 2004. After three months Mr. Johannessen hence terminated the relationship and moved his assets to BNP Paribas, Monaco. According to Mr. Bjerregaard, one of the bank's employees were fired in relation to this case, and sent back to Copenhagen. I am the Testamentary Executor of Mr. Johannessen's Will, hence I am obliged to investigate the matter as well as entitled to get access to this case file at the bank.

[25] Threats, extortion and conspiracy to commit crime.

[26] In the meeting of September 29 2008 Kaupang Leighton clearly expressed that she didn't understand ("*har ikke peiling*", as she put it) the Quarterly Report she was trying to explain to us. She was obviously incompetent and ignorant in regards to our savings, nevertheless the bank claims that any loss on investments is due to the economic crisis, not due to the staff's incompetence. Hiring incompetence like this will inevitably lead to liability for the bank.

[27] Yet again we see footprints of Danske Bank's general policy and financial activity.

During the meeting mentioned in footnote 26 Mrs. Kaupang Leighton explicitly told us that the reason why she didn't know everything about our savings was the short period that had elapsed since she had succeeded her predecessor (Mr. Eyvind Bjørnsen that was sacked in May 2008), and our portfolio. By stating this, she attempted to convince us that she didn't know anything about our savings until the date she allegedly took over Bjørnsen's files in May the same year, way into the crisis. The fact is that Kaupang Leighton suddenly appeared as our Wealth Manager, together with Bjørnsen, in a pompous lunch-meeting with the bank in August 2006 (where one after the other of the staff entered the private dining room to greet us and make acquaintance), almost two years prior to the date she now claims was the first time she ever saw our file. Stating this in a court of law would be committing perjury.

In this picture we also advise CSSF to pay some attention to an article in the Copenhagen Post Online of **January 26 2010**, see List of Documents, **doc. # 18**, referring from a study of Berlingske Business who found that:

> "Danske Bank was also found to have aided gang-affiliated businesses, being the primary financial institution for Bandidos leader Jan Bachmann Nielsen and his private companies, as well as for the well-known gang-connected Lundberg family."

* * *

The Government is responsible and liable for any banking activity violating relevant law, that is if this activity could have been avoided by standard anticipated monitoring of the business policy and activity of this particular bank. In this matter it is beyond doubt that Danske Bank's activity, on different levels, is unlawful and has caused us considerable loss. Thus there is no question of establishing fault or liability, but rather to decide the extensiveness of the compensation. On these grounds we ask CSSF to either advise the bank to make available, from our own account, some €30.000, or to pay the said amount in advance (with the obvious right for CSSF, or any other relevant public entity, to seek this sum refunded by the bank when the compensation issue has been finally disposed of).

As far as we can see the basis for our complaint set out on page one and two above, is both reliable and firm.

On these grounds we would highly appreciate your respond to this letter within 14 days.

Thank you.

Sincerely,

Katalin Baranyi

Luxembourg June 25 2010

Herman J Berge

[28] The decision can be found on this address: http://www.domstol.no/upload/OBYR/Internett/Nyheter/09-071335TVI-OTIR%20Verdipapirhandelloven_2010.05.25.pdf