To the Judge of the
State Prosecutor's Office

PARIS JUDICIAL TRIBUNAL
4ème Chamber - 1ère Section

N° RG 21/11358
Served on 5 December 2022 by VPN
Hearing on 6 December 2022

FOR : **INCIDENTAL FINDINGS**

Ms Filiz SAHENK, born on 14 February 1967, in Ankara (Turkey), of Turkish nationality, businesswoman, residing at Emirgan Mah. Emirgan Koru Cad. No:21/1 Sarıyer/İstanbul, Turkey,
Mrs Deniz BASYAZGAN SAHENK, born on 6 August 1945, in Ankara (Turkey), of Turkish nationality, housewife, residing at Bebek Mah. Ayşesultan Sk. No:17 Beşiktaş / İstanbul, Turkey,
Mr. Ferit SAHENK, born on 18 March 1964, in Ankara, of Turkish nationality, Chairman and Managing Director of Dogus Holding A.S., residing at Bebek Mah. Ayşesultan Sk. No:19 Beşiktaş / İstanbul, Turkey,

electing domicile at the office of their lawyers at 1bis avenue Foch, 75116 Paris,

hereinafter together the "SAHENK CONSORTS

Having for lawyer :
SELAS FTPA
Maître Serge-Antoine TCHEKHOFF - Lawyer at the Paris Bar 1bis avenue Foch, 75116 Paris - Toque : P0010

AGAINST :

Mr Murat Hakan UZAN, born on 30 May 1967, in Istanbul (Turkey), of Turkish nationality, businessman, living at 32 avenue Foch 75016 Paris,
Mr Cem Cengiz UZAN, born on 26 December 1960, in Istanbul (Turkey), of Turkish nationality, businessman, living at 32 avenue Foch, 75016 Paris

Having as lawyer :
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And :

Naïri DJIDJIRIAN Attorney
at Law, Paris 65, rue de
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C1022

hereinafter together the "UZAN CONSORTS".
or "APPLICANTS".

IN THE PRESENCE OF THE OTHER DEFENDANTS :

TASARRUF MEVDUATI SİGORTA FONU, having its registered office at TMSF Büyükdere Cad. No: 143 Esentepe 34394 Şişli, Istanbul (TURKEY), represented by its legal representatives ;

Having as lawyer :
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GAILLARD BANIFATEMI SHELBAYA
Maîtres Benjamin SIINO and Peter
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MOTOROLA SOLUTIONS CREDIT COMPANY LLC, a company incorporated under the laws of the United States of America, having its registered office at Corporation Trust Center, 1209 Orange Street, Willmington, 19801 New Castle (UNITED STATES OF AMERICA), in the person of its legal representative ;

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VODAFONE GROUP PUBLIC LTD CO,

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Ms Yildiz TINAS wife IZMIROGLU, born on 27 July 1927 in Bergamo (Turkey), of Turkish nationality, housewife, residing at Çınarlı Mahallesi, Ankara Cad. No:17 Mistral Konut Bloğu Kat:26 Daire:75 Konak, İzmir (TURKEY);
Ms Fatma Gulgun IZMIROGLU married to UNAL, born on 24 October 1952, in Izmir (Turkey), of Turkish nationality, housewife, residing at Çınarlı Mahallesi, Ankara Cad. No:17 Mistral Konut Bloğu Kat:26 Daire:75 Konak, İzmir (TURKEY);
Mr. Zeki ZORLU, born on 25.11.1939, in Saraykoy (TURKEY), of Turkish nationality, Vice-Chairman of the Board of Directors of Zorlu Holding, residing at Levent 199 Buyukdere Caddesi, No:199 34394 Sisli/Istanbul, TURKEY,
Mr. Olgun ZORLU, born on 07.11.1965, in Trabzon (TURKEY), of Turkish nationality, Member of the Board of Directors of Zorlu Holding, residing at Levent 199 Buyukdere Caddesi, No:199 34394 Sisli/Istanbul, TURKEY,
Mr. Ahmet Nazif ZORLU, born on 28.08.1944, in Saraykoy (TURKEY), of Turkish nationality, Chairman of the Board of Directors of Zorlu Holding, residing at Levent 199 Buyukdere Caddesi, No:199 34394 Sisli/Istanbul, TURKEY ;

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Mr. Cengiz KONUKOGLU, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (TURKEY) and also residing at Ankara Caddesi No: 335 Bornova, İzmir (TURKEY) ;
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Mr. Fatih KONUKOGLU, residing at Egemenlik Mahallesi Eski Kemalpaşa Cad. No.4B Işıkkent, İzmir (TURKEY) and also residing at Ankara Caddesi No: 335 Bornova, İzmir (TURKEY) ;
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PLEASE THE PRE-TRIAL JUDGE

The Consorts Uzan thought they could sue TMSF and other defendants, including the Consorts Sahenk, who were allegedly *the ultimate beneficiaries of* the companies acquiring the assets of the Uzan Group, before the French courts, more than thirteen years after the transfers that took place following the calls for tender organised by TMSF, on the grounds that TMSF had exceeded the powers granted to it by Law n°6183 on procedures for the recovery of public debts and that the purchasers were fences.

After having briefly explained the facts and the procedure (**I**), the Pre-Trial Judge will be asked to declare *in limine litis that* the Court of Appeal has no jurisdiction, in the alternative, that the action of the UZAN family is inadmissible and, in the alternative, to order the UZAN family to pay damages for abusive proceedings (**II**).

I. FACTS AND PROCEDURE

1. THE GENESIS OF THE CASE AND THE FLIGHT OF THE UZAN FAMILY

By a decision dated 4 July 2003 (**Exhibit 1**) of the Turkish Banking Regulatory and Supervisory Agency (*Bankacilik Duzenleme ve Denetleme Kurulu,* hereinafter
"In the case of the Turkiye Imar Bankasi (hereinafter referred to as "**Imarbank**") belonging to the UZAN Group, the bank's banking licence, which allowed it to conduct banking operations and receive deposits, was withdrawn on the grounds that it had not fulfilled its legal obligations under the Banking Law and the Tax Code, in particular those relating to the filing of the bank's accounts and records with the competent authorities, for the purpose of ensuring the security and stability of the Turkish financial system.

BDDK thus decided to transfer the administration and control of the said bank to the Savings Deposit Guarantee Fund (*Tasarruf Mevduati Sigorta Fonu,* hereinafter "**TMSF"**), pursuant to Article 16§1 of the Banking Law n°4389 (**Exhibit 2**).

Following this transfer, extensive investigations were carried out by the competent authorities and several reports were drawn up by the banks' sworn inspectors (*Bankalar Yeminli Murakiplari*). The investigations revealed, inter alia:

- that there was a substantial difference between the amount of savings deposits declared and insured by Imarbank and the actual amount of savings deposits in the bank's books,
- that Imarbank was selling more Treasury bills than it actually had in its portfolio,
- that through Merkez Yatirim ve Ticaret A.S., also controlled by members of the UZAN family, Imarbank's IT service provider, a system of double registration of deposits had been set up to prevent checks by the authorities,
- that deposits with Imar Bank Off-Shore Ltd. were increasing and that this increase was used to make up for discrepancies in Imarbank's deposits.

The BDDK issued a report on 22 September 2003 (***TMSF Exhibit 31)*** and a supplementary report on 21 June 2005 ***(TMSF Exhibit 32),*** according to which Imarbank had declared less than 10% of the deposits it had actually received and that the undeclared deposits had been subject to embezzlement by several members of the UZAN family and that this transfer of funds had been going on within the Bank for many years, thanks to *the serious technical infrastructure put in place in* order to conceal this fraud from the public authorities

Furthermore, according to the same report, Merkez Yatirim ve Ticaret A.S., the company controlled by members of the Uzan family and the service provider in charge of Imarbank's computer system, ceased to provide IT services to Imarbank on 3 July 2003, the date on which the latter's banking licence was withdrawn, and refused to return the cartridges containing the memory of Imarbank's computer system to the public authorities.

It was also established from security camera footage that a significant amount of documents were shredded and taken out of Imarbank's headquarters.

A limited number of documents could be seized by the public authorities.

It emerged that Imarbank collected funds from the public through its branches under the guise of savings deposits and sales of treasury bills, transferred the vast majority of these funds to the Uzan group and members of the Uzan family, and concealed this misappropriation by declaring only a small part of the funds actually received and paying tax only on the declared part.

Funds collected from the public and transferred to Uzan Group companies and Uzan family members, either directly through loans granted or transfers made by Imarbank or through Imar Off-Shore, were thus not recorded in the financial books.

It was found that the growth of the Uzan group since 1990 in various sectors including energy, cement, media and communication, was financed by funds from Imarbank victims and the Treasury.

BDDK stated that its report did not include all the transfers made by Imarbank due to the serious interventions in the computer system and the destruction of storage cartridges.

The BDDK report stated that through the misappropriation of Imarbank's resources, the public had suffered **unprecedented** harm.

In order to protect the rights of creditors, to minimise possible losses and to prevent further fraudulent acts, the First Chamber of the Ankara Commercial Court ordered precautionary measures on the property and claim rights of the former directors of Imarbank under the same law.

On different dates, the Şişli Police Court issued several orders for precautionary measures, pursuant to provisional Article 2 of Law No. 4969 vis-à-vis various persons, including members of the Uzan family, companies belonging to the shareholders and

to the management of Imarbank. The measures were limited to the difference between the amount of insured savings deposits that had been declared by Imarbank to the competent authorities and the actual amount of savings deposits.

Following the transfer of the management and control of Imarbank to TMSF, several criminal complaints were filed against the directors and majority shareholders of the bank. In addition, numerous other criminal and administrative proceedings have been initiated against various natural and legal persons in connection with Imarbank and/or the Uzan group.

The Istanbul Assize Court ordered the provisional detention in absentia of the Imarbank executives. Some of these executives were on the run, including Cem Cengiz UZAN, Kemal UZAN and Hakan UZAN and therefore did not appear in court.

In this context, Interpol issued a wanted notice (red bulletin) against these persons (**Exhibits 3, 4 and 5**).

2. IMPLEMENTATION MEASURES UNDERTAKEN BY TMSF

On 8 June 2005, the 2nd Chamber of the Istanbul Commercial Court declared Imarbank bankrupt pursuant to Article 16 § 1 of Law 4389.

In this context, under banking legislation, TMSF had to take out a loan from the Turkish Treasury in order to reimburse the victims of the Uzan group for their savings deposits and sales of non-existent treasury bills.

Thus, the victims' claim became the claim of TMSF, a public claim in its own right.

Within the framework of its legal mandate, TMSF has started to pursue the recovery of its debt, in accordance with Law No. 6183 on the procedures for the recovery of public debts.

The legal basis for the enforcement measures taken by TMSF was, inter alia, the said Law No. 6183 (***Uzan Exhibit No. 10***), to which the provisions of the Banking Laws No. 4389 (***Uzan Exhibit No. 9***), 4969 and Law No. 5411, some of the provisions of which are reproduced below, referred:

Paragraphs 2 and 3 of the provisional Article 2 of Law No. 4969 provide as follows

> *"2) In accordance with the* ***Central Bank of the Republic of Turkey Act No. 1211*** *and* ***the Banking Act No. 4389****, in case of a difference between the amount of savings deposits insured and reported to the competent authorities by the bank and the amount of savings deposits determined by the Savings Deposit Insurance Fund, and in proportion to such difference, the criminal court of the place of the registered office of the bank concerned or if a proceeding is underway the said court may, at the request of the Savings Deposit Insurance Fund, order the freezing of all rights and assets of the members and chairman of the board of directors and the credit committee and of the general manager, deputy general managers, officials and branch managers with signing authority, and shareholders holding the management and control of the bank,*

directly or indirectly, alone or jointly, of the spouses of the said persons and of their children, to decide on the partial or total lifting of all powers of disposal over their property, such as their rights and assets, the sequestration of all their property and any other object of value and the taking of complementary measures over their rights and assets.
*In addition, under the provisions of **Articles 14 and 15** of the **Banking Act No 4389**, the Savings Deposit Insurance Fund may decide to pursue and recover the above-mentioned difference.*

(3) The provisions of this paragraph shall also apply to persons acting on behalf of, or receiving money, property or rights in the name of, persons listed in the above paragraph.

(Emphasis added by the Respondents)

Article 15§7 of the Banking Law n°4389 provides as follows:

"The Fund, when it deems it necessary for the recovery of its debts, shall have the right to take over the management, control and shares, exclusive of dividends, of any companies, irrespective of whether they are debtors of the Fund, which are subsidiaries managed and controlled by a bank whose shares have been transferred to the Fund in whole or in part, companies holding the management and control, directly or indirectly, of the said bank, and companies managed and controlled, directly or indirectly or jointly, of the said bank, and of companies managed and controlled, directly or indirectly, individually or collectively, by the natural or legal person shareholders of the said bank, to remove all or some of the members of the board of directors or the supervisory board or the directors of these companies, and to appoint new members to the board of directors or the supervisory board [...]
The Fund shall be authorised to [...] sell all rights and assets of the companies of which it has the management and control and/or the companies of which it has taken over the management and control pursuant to this Article [...] and to apply the proceeds of such sales against the claims of the Fund or to pay the debts of such companies to the public authorities and/or social security and other debts. ... The Fund is authorised to sell ... assets seized in accordance with the provisions of Act No. 6183 on public debt recovery procedures and ... all other rights and assets by grouping them together to ensure their transfer to the purchaser in the form of economic and commercial units [...]
The estimated value of these economic and commercial units is determined by the Fund's Board, taking into consideration the valuation reports drawn up by the natural or legal experts established by the Sales Commission [...].
The sale of assets grouped under economic and commercial units is carried out by tenders by auction method and/or by closed bidding method. [...]
Actions for the annulment of invitations to tender relating to sales organised pursuant to this article shall be brought before the Administrative Tribunal of the seat of the Fund...".

(Emphasis added by the Respondents)

In application of these texts, TMSF dismissed the members of the board of directors and the supervisory board of the companies belonging to the Uzan group (hereafter the "**Companies").**

In addition, the government has taken steps to recover its public debt by tendering the assets of these companies.

The Claimants allege that the enforcement measures taken by TMSF are illegal under Turkish law and that this illegality is a matter of public record.

This statement is false.

Contrary to what is maintained by the Uzan brothers, what was publicly known was the unprecedented nature of the frauds committed by them.

Indeed, the fraud committed by Imarbank's shareholders and managers is so colossal that it is still considered, almost 20 years later, to be the largest banking fraud in Turkish history. An article published in 2017 in *European Journal of Business and Management* (**Exhibit No. 6**) states and summarizes it very clearly:

> *"The Imar Bank scandal ten years ago was probably the biggest fraudulent financial reporting case in banking history. [...]*
> *After rigorous inspections and controls of Imar Bank's accounting and IT systems, the SDIF [BDDK] determined the following:*
> *a) There was an organisational chart in the bank but it didn't make sense because most of the key functions were in the hands of the board.*
> *b) The qualifications of Imar Bank's employees were not sufficient to manage the bank, as the bank's main activity was to finance the companies of the Uzan group.*
> *c) Merkez Yatırım (Merkez Yatırım Inc.), the IT company of the Uzan Group was providing IT services for Imar Bank's accounting system. But there was no written contract between Imar Bank and Merkez Yatırım.*
> *d) There were accounting systems in Imar Bank's branches, but the main system was in Merkez Yatırım which controlled all the branches' data.*
> *e) The computer system was also controlled by Imar Bank's senior management, by which authority they had altered and manipulated all accounting records.*
> *f) The computer processing centre was destroyed by the bank's managers. In addition to this, all legal books and main and subsidiary registers were moved or destroyed and could not be found."* [1]

[1] Original text: "Imar Bank scandal, ten years ego, was probably the greatest fraudulent financial reporting case in the banking history. [...]

After strong inspections and controls of Imar Bank's accounting and IT systems, the SDIF has determined these followings:

a) There was an organization chart in the bank but it had no meaning because most of the major duties belongs to board of directors.

b) The qualifications of the employees of the Imar Bank were not sufficient enough to manage the bank because the main operation of the bank was to finance the companies of Uzan Group.

c) Merkez Yatırım (Merkez Yatırım Inc.), IT Company of Uzan Group was providing IT services of the accounting system of Imar Bank. but there was no written contract between Imar Bank and MerkezYatırım.

d) There were accounting systems in Imar Bank branches but the main system was in Merkez Yatırım and it controlled all the data of branches.

e) IT system was also controlled by the top management of Imar Bank, by this authority they changed all the accounting records and manipulated.

f) Data processing center destroyed by the bank's managers. In addition to this, all of the legal books and main and auxiliary records were either shifted away or destroyed and they have never reached.

As explained above, hundreds of criminal proceedings have been conducted by the Turkish authorities.

This unbelievable event struck a chord in people's minds and left its mark on the country's history.

In such an exceptional situation, it is not surprising that the Turkish public authorities, including TMSF, used their exceptional powers under the law to confiscate the assets and shares of the companies belonging to the perpetrators of this fraud, in order to protect the financial system and the interests of a large number of people affected.

No buyer participating in the tenders organised by the latter had the legal or moral obligation or even the possibility to demand the communication of the criminal files relating to the Uzan Consorts or the Seized Companies and to ask TMSF, a legal person under public law, acting as an emanation of the Turkish State, to justify its powers, which, moreover, had clearly been granted to it by the Turkish legislator and justified by the seriousness of the offences committed.

3. POSSIBLE INVOLVEMENT OF THE SAHENK CONSORTIUM

3.1. Presentation of the SAHENK family

It should be noted that none of the SAHENK Group acquired any of the assets transferred by TMSF.

The Sahenk brothers and sisters summoned in the present proceedings are :

- Mrs. Deniz Sahenk is the widow of Mr. Ayhan Sahenk, founder of the Dogus Group, and is 77 years old,

- Mr. Ferit Sahenk, the son of Ayhan Sahenk and Deniz Sahenk,

- Mrs. Filiz Sahenk, the daughter of Ayhan Sahenk and Deniz Sahenk.

With regard to the entities that acquired the economic entity of KRAL TV, KRAL FM and the shares of Startv Medya Hizmetleri A.S., **which have not been assigned in the present proceedings,** the UZAN Consortium suggests that these entities acquired certain assets of the Companies seized by TMSF for prices significantly lower than their real value. These assertions are false.

As will be shown below, the SAHENK Group cannot substitute itself for the acquiring companies, regardless of the circumstances in which the assets concerned were acquired.

However, for the **full information of the Court,** we will briefly outline the conditions under which the Kral TV/Kral FM and Star TV packages were transferred.

3.2. Sale of the economic unit of KRAL TV and KRAL FM

As mentioned above, Article 15§7 of the Banking Act n°4389 provides that pursuant to Act n°6183 on public debt recovery procedures, TMSF may group together certain assets of one or more Seized Companies in the form of a commercial and economic entity, in order to organise their disposal.

One of these economic units created by TMSF was the Kral TV economic unit / Kral FM, the package including the assets necessary for the operation of a TV channel and a radio channel, listed in the tender conditions with a valuation of **USD 85,000,000** (**Exhibit 7**).

The assets included in this package previously belonged to Teleon Reklamcilik ve Filmcilik Sanayi ve Ticaret A.S., which was one of the companies in the Uzan group that benefited from the Imarbank fraud, in particular through the loans granted by Imar Off-Shore (***see BDDK report - TMSF Exhibit 32***).

To clarify, for the sale of the assets of the Seized Companies, TMSF organised tenders which were legally published in accordance with Law No. 6183 on public debt recovery procedures and in which all interested investors had the opportunity to participate. If no satisfactory offer was received, TMSF had to repeat the tender until a buyer was found.

The tender for Kral TV and Kral FM was also legally advertised by TMSF and was held on **18 June 2008**.

First, the Cukurova Group made an initial offer. TMSF refused the bid, considering that the conditions necessary to ensure competition were not met. The tender was therefore repeated (**Exhibit 8**).

A Yapim Radyo ve Televizyon Yayinciligi A.S. (hereinafter "**A Yapim**"), made an offer for **USD 95,000,000** and acquired these assets, as the amount of its offer was higher than the valuation by TMSF of the above economic unit.

The transfer was approved by a decision of TMSF on **16 October 2008** (**Exhibit 9**) and a transfer deed was signed between TMSF and A Yapim on **20 October 2008** (**Exhibit 10**).

By a change of corporate name dated **15 August 2018,** A Yapim became Kral Muzik Medya Hizmetleri A.S (**Exhibits 11 and 12**).

With regard to the ownership of Kral Muzik Medya Hizmetleri A.S. (formerly A Yapim), the share capital of this company is held by its sole shareholder, Dogus Yayin Grubu A.S. (**Exhibit 13**).

Thus, the Sahenk brothers are not partners in this company.

3.3. Shares in Startv Medya Hizmetleri A.S.

One of the other economic packages created by TMSF is Star TV, consisting of the assets necessary to operate another television channel, previously owned by

companies listed below, which are also among the companies that benefited from Imarbank's fraud (***see BDDK report - TMSF exhibit n°32***):

- Star Televizyon Hizmetleri A.S.
- Teleon Reklamcilik ve Filmcilik Sanayi ve Ticaret A.S.
- Inter Televizyon Servisleri A.S.
- Yildiz Medya Reklamcilik Hizmetleri Ticaret A.S.
- M.B.I. Reklamcilik ve Filmcilik Sanayi ve Ticaret A.S.
- Universal Filmcilik ve Reklamcilik Sanayi A.S.
- Merkez Sistem Filmcilik ve Yayincilik Ticaret A.S.
- Uyum Televizyonculuk Reklamcilik ve Yayincilik A.S.
- Boyut Produksiyon ve Yayincilik Ticaret A.S.
- Guncel Iletisim Filmcilik ve Yayincilik Ticaret A.S
- Rumeli Teknik A.S.
- Kutup Produksiyon A.S.
- Lotus Reklamcilik A.S.
- Film Turk Film Produksiyon ve Dagitim Ticaret A.S.
- Prime Produksiyon Hizmetleri A.S.
- Star Haber Ajansi A.S.
- Ultra Filmcilik ve Reklamcilik Sanayi ve Ticaret A.S.
- Medya Produksiyon Ticaret A.S.
- Prime Medya Filmcilik ve Reklamcilik San. A.S.
- Star Digital Iletisim A.S.

(hereinafter together the "**Star Companies**").

This package was put out to tender by TMSF on **26 September 2005**, with a valuation of **USD 155,000,000**.

None of the Dogus Group companies participated in the tender.

Four other investors participated in this tender (**Exhibit 14**) and Isil Televizyon Yayincilik A.S. won the bidding with an offer of **USD 306,500,000**, **twice the estimated value of** the assets.

Isil Televizyon Yayincilik A.S. was owned, at the time of the tender, by various companies of another Turkish group, the Dogan Group.

By a share transfer deed dated 17 October 2011, **i.e. more than 6 years after the said tender**, the shares of Startv Medya Hizmetleri A.S. (formerly Isil Televizyon Yayincilik A.S.), which had acquired the commercial and economic package of Star TV, were transferred by the various companies of the Dogan Group to the benefit of the various companies of the Dogus Group, for a price of **USD 327,000,000**.

This divestiture was authorised by a decision of the Turkish Competition Authority on 2 November 2011 (**Exhibit 15**) and was finalised by a protocol dated 3 November 2011 (**Exhibit 16**).

The list of Dogus Group companies and the shares acquired are as follows

- Dogus Yayin Grubu A.S. acquired **391,499,996 shares** (including 391,497,000 shares from Alp Gorsel Iletisim Hizmetleri A.S., 2,400 shares from Opal İletişim Hizmetleri A.Ş., 196 shares from the share of Denizatı İletişim Hizmetleri A.Ş., 200 shares from the share of Mehmet Ali Yalcindag and 200 shares from the share of Ertugrul Alptekin).

- Doğuş Grubu İletişim Yayıncılık ve Ticaret A.Ş.. acquired 1 **s**hare from Denizatı İletişim Hizmetleri A.Ş..

- Doğuş Hava Taşımacılığı A.Ş.. acquired **1** share from Denizatı İletişim Hizmetleri A.Ş..

- Doğuş Uydu Haberleşme ve Teknik Hizmetler A.Ş.. acquired **1** share from Denizatı İletişim Hizmetleri A.Ş..

- Doğuş Nakliyat ve Ticaret A.Ş.. acquired **1** share from Denizatı İletişim Hizmetleri A.Ş..

On 19 December 2012, Dogus Yayin Grubu A.S. became the sole shareholder of Startv Medya Hizmetleri A.S. (formerly Isil Televizyon Yayincilik A.S.) (**Exhibit 17**).

Thus, the Sahenk Group is not a partner in Startv Medya Hizmetleri A.S. either.

4. TURKISH AUTHORITIES

Since the withdrawal of Imarbank's banking licence and the transfer of control of Imarbank and the Seized Companies to TMSF, numerous proceedings have been initiated by the Uzan Consortium, which has sought to annul the payment orders issued by TMSF, the decisions to freeze assets and take control of the Seized Companies, and the tenders for the assets of the latter.

As regards the tender for the Star TV commercial and economic package, it appears from the documents communicated by TMSF (***TMSF exhibits 1 and 147***) that Mr Mustafa Kosma, a shareholder in Star Televizyon Hizmetleri A.S., brought an action against TMSF before the Turkish administrative courts seeking the annulment of TMSF's decision of 17 November 2005 approving the transfer of the Star TV commercial and economic package.

By its judgment of 11 March 2011, the Turkish Council of State rejected the application for annulment, ruling that the applicable legal provisions including Articles 14, 15/7-a of Law No. 4389 and provisional Article 2 of Law No. 4969 allowed TMSF to sell the commercial and economic complex of Star TV and to proceed to the recovery of its public claim corresponding to the difference between the amount of the actual savings deposits and the amount of the savings deposits declared by Imarbank, which had been reimbursed by the public funds, thus allowing to protect the interests of the debtors and creditors respectively. The Turkish Council of State also rejected the unconstitutionality argument raised by the applicant.

With regard to the tender for the Kral TV - Kral FM commercial and economic package, it appears from the documents submitted by TMSF (***TMSF Exhibit 1***) that the Uzan Consortium also filed a lawsuit against TMSF before the 5ème Administrative Court in Istanbul, requesting the cancellation of the tender for this package.

However, in a judgment dated 13 September 2006, the Court rejected their claim, holding that TMSF had acted in accordance with the powers conferred on it by the applicable legal provisions. This judgment was also confirmed by the Turkish Council of State.

None of these proceedings initiated by the Uzan Group had the effect of calling into question the legality of the transfers organised by TMSF, particularly those concerning Star TV, Kral TV and Kral FM.

Nevertheless, the Uzan Consorts believed that they could sue TMSF and the alleged *"ultimate beneficiaries"* of the companies acquiring the assets of the Seized Companies, more than 13 years after the tender for the Kral TV and Kral FM economic package and 16 years after the tender for the Star TV economic package, on the grounds that TMSF had exceeded the powers granted to it by Law no. 6183 on the recovery of public debts and that the acquirers were fences.

II. DISCUSSION

The claims of the Uzan family cannot succeed because :

- not only does the French judge not have jurisdiction in this case (**1**),
- but, in addition, the action of the Uzan Consorts is inadmissible (**2**).

In reality, the action brought by the latter is purely and simply abusive (**3**).

1. IN LIMINE LITIS: PLEA OF INCOMPETENCE

The French courts do not have jurisdiction because the Turkish courts have exclusive jurisdiction, for the reasons set out below.

To argue that the French courts would have jurisdiction, the Uzan family invokes **Article 6 of the Brussels Regulation n°1215/2012**, **Article 46 of the Code of Civil Procedure** and **Article 14 of the Civil Code**. As a reminder:

- According to **Article 6 of the Brussels Regulation** :

1. If the defendant is not domiciled in a Member State, jurisdiction in each Member State shall be governed by the law of that State, subject to the application of Articles 18(1), 21(2), 24 and 25.
2. Any person, whatever his nationality, who is domiciled in a Member State may, like the nationals of that Member State, invoke in that Member State against that defendant the rules of jurisdiction in force there and in particular those which Member States must notify to the Commission pursuant to Article 76(1)(a).

- According to **Article 46 of the Code of Civil Procedure**:

In matters of tort, the plaintiff may bring an action not only before the court of the place where the defendant resides, but also before the court of the place where the damage occurred or the court within whose jurisdiction the damage was suffered.

- According to **Article 14 of the Civil Code**:

A foreigner, even one who is not a French resident, may be summoned before the French courts for the performance of obligations contracted by him in France with a French person; he may be brought before the French courts for obligations contracted by him in a foreign country with French persons.

After having allegedly established the international jurisdiction of the French courts in application of the above provisions, the Uzan Consorts believe that they can establish the internal jurisdiction of the Judicial Court of Paris, by invoking **Article 42 of the Code of Civil Procedure,** according to which :

The court with territorial jurisdiction is, unless otherwise provided, that of the place where the defendant lives.
If there are several defendants, the plaintiff may choose to bring the case before the court of the place where one of them resides.
If the defendant has no known domicile or residence, the plaintiff may bring the case before the court of his residence or the court of his choice if he lives abroad.

As such, it will be demonstrated below:

- in the present case, none of the conflict of jurisdiction rules invoked by the Claimants is applicable and the Turkish courts have exclusive jurisdiction (**1.1)**, and
- that in any case, none of these conflict rules designate the French courts (**1.2**).

1.1. <u>The conflict of jurisdiction rules invoked by the Uzan family are not applicable and the Turkish courts have exclusive jurisdiction</u>

As a reminder, the Claimants allege that TMSF, a Turkish legal person under public law, responsible for the compensation of deposits in the event of the bankruptcy of Turkish banks, exceeded the powers granted to it by Law No. 6183 on the Procedures for the Recovery of Public Debts by Emanations of the Turkish State, by taking excessive enforcement measures to recover its public debt, in respect of the compensation of the victims of Imarbank following the withdrawal of its banking licence and the pronouncement of its bankruptcy.

To justify their claim for damages, the plaintiffs argue that TMSF committed *"abuses of power resulting in a misappropriation of the Companies' assets"* by acting *"without right and therefore in an abusive manner, and outside any legal framework, in violation of fundamental principles, such as the right to a fair trial, the adversarial principle, the right to a judge and to an effective remedy, the freedom of trade and the protection of property rights".*

It is on the basis of this alleged illegality of the enforcement measures implemented by TMSF that the claimants are seeking compensation, while very carefully avoiding

To claim the nullity of the acts performed by TMSF, which are to date all valid in Turkey, despite hundreds of proceedings initiated by them.

However, the French court can neither establish the illegality of these enforcement measures nor any liability of the purchasers who participated in the tenders organised in the framework of these enforcement measures, as the Turkish administrative courts have exclusive jurisdiction to apply Turkish administrative law (**1.1.1**) and to rule on a liability action related to the enforcement measures initiated in Turkey by a Turkish legal person governed by public law (**1.1.2**).

1.1.1. Turkish administrative courts have exclusive jurisdiction to apply Turkish administrative law

The present dispute is a matter of Turkish administrative law, which the Uzan Consorts admit in their summons, claiming that the alleged fault of TMSF consists in the disregard of the Law No. 6183 on the procedures for the recovery of public debts and referring to the judgments of the Turkish Council of State.

As specified by Article 15§7 of the Banking Law n°4389, the only competent judge is the Turkish administrative judge.

In this respect, we recall that the conflictual method in private international law should only concern disputes that are purely private law and should only lead to the application of foreign public law provisions on an exceptional and accessory basis when this is unavoidable (as an illustration: consideration of a foreign embargo law as a case of force majeure in a dispute relating to contractual non-performance between private persons). As stated in her thesis by Monica-Elena Buruianã[2] :

> *"The conflict method concerns only private law categories such as marriage, divorce, filiation, contracts, etc., and not public law categories such as taxation or currency. Public law can therefore only intervene in the forum in an "accessory" or "secondary" capacity and* ***the conflict rule will never designate a "public law" rule as its principal****.*

The same thesis recalls that one of the methods used by private international law to avoid the primary application of foreign public law provisions is to provide for exclusive jurisdictional rules in favour of the States whose public law is to be applied:

> *"In the case of a state, its jurisdiction is always exclusive when it exercises normative jurisdiction over its territory, in particular with regard to customs law, exchange control law, and the regulation of the entry and exit of persons and goods from the territory. The same applies when it exercises personal jurisdiction, i.e. in relation to its population or the registration of legal persons. Finally, when the state function relates to its sovereignty, it gives it* ***exclusive jurisdiction over constitutional, administrative, fiscal, monetary, and procedural law****.*

[2] Monica-Elena Buruianã. The application of foreign law in private international law. Law. University of Bordeaux, 2016. French. ffNNT: 2016BORD0067ff. fftel-01800429

Thus, according to constant case law, French courts are not competent to hear the validity of a claim or an administrative act emanating from a foreign State or a foreign public authority, the object of which is linked to the exercise of public power (for example: Civ 1er , 29 May 1990 n° 88-13.737, CA de Douai, 20 June 2018 n°18/01236).

Therefore, the French judge cannot rule on a request for condemnation of either TMSF or the investors who participated in the tenders organised by TMSF, a Turkish public law body in an exercise of public power, for having disregarded the provisions of the law relating to the recovery of public debts, which is undoubtedly a matter of Turkish public law.

Consequently, the conflict rules invoked by the applicants do not apply and the Turkish court has exclusive jurisdiction to rule on the UZAN Consorts' request for condemnation.

1.1.2. In the case of enforcement measures, the courts of the place of enforcement of the measures concerned have exclusive jurisdiction

Litigation relating to enforcement procedures carried out abroad is not covered by Articles 14 and 15 of the Civil Code and Article 46 of the Code of Civil Procedure, even if the plaintiff and the defendant are French.

This reason explains why the French courts cannot rule on a claim for damages for an allegedly abusive exercise of an attachment abroad either.

In this respect, the Court of Cassation has specified that Article 14 of the Civil Code, which allows a French litigant to sue a foreigner before the French courts, must be excluded for claims relating to enforcement procedures carried out outside France. Consequently, a court of appeal which holds that the liability action brought by a French creditor against a foreign bank stems directly from the enforcement measures carried out in the hands of the latter abroad in its capacity as garnishee, rightly deduces that the creditor cannot rely on Article 14 to bring an action against the bank before the French courts, regardless of the fact that he is not requesting the annulment of the enforcement measure in question (Cass. 1ère civ, 14 Apr. 2010, no. 09-11.909).

If this exclusive competence is valid for enforcement measures initiated by private persons for the recovery of private claims, it is *a fortiori* valid for enforcement measures initiated abroad, by foreign public law entities, for the recovery of public claims related to the withdrawal of the banking licence and the bankruptcy of a foreign bank.

In this case, the place of execution of the enforcement measures taken by TMSF being Turkey, the Turkish courts have exclusive jurisdiction to rule on the Uzan's claim for compensation, regardless of the fact that the Uzan's do not directly request the annulment of the measures concerned.

In conclusion, it is clear that this is not a simple action in tort against TMSF and the Sahenk brothers that would fall under the conflict of jurisdictions rules invoked by the Claimants.

This is a matter to be decided by the Turkish courts, which have exclusive jurisdiction to judge the legality of the enforcement measures taken by TMSF and to rule on any other related claims for compensation.

1.2. In any case, none of the rules of conflict of jurisdictions invoked by the UZAN Estate designate the French courts

Even if they were applicable, none of the conflict rules invoked by the Uzan Consorts would designate the French courts: neither Article 14 of the Civil Code (**1.2.1**), nor Article 46 of the Code of Civil Procedure (**1.2.2)**, nor Article 42 paragraph 3 of the Code of Civil Procedure (**1.2.3**) would allow the Plaintiffs to seize the French courts.

As a preliminary point, it should be pointed out that in private international law, the main jurisdictional ground is, unless otherwise provided, that of the defendant's domicile, as provided for in **Article 42(1) of the Code of Civil Procedure**.

In addition to this rule of principle, national and supranational provisions may offer the plaintiff a subsidiary option for certain disputes with sufficient connections to several fora.

However, as will be shown below, in this case no connecting link is located in France.

1.2.1. With regard to Article 14 of the Civil Code

The Uzan family claims that the French courts have jurisdiction on the basis of Article 14 of the Civil Code, which provides for a nationality privilege.

In law, this privilege is conditional on the claimant being a French citizen at the time the action was brought (Civ. 1er , 3 December, 1996, n° 94-17.863).

In order to claim to be able to derogate from this rule, the Claimants invoke paragraph 2 of Article 6 of Brussels Regulation No. 1215/2012, which provides for the possibility for any person who is domiciled in the territory of a Member State to invoke in that Member State the rules of jurisdiction in force there, even if they are not nationals of that State.

However, Brussels Regulation 1215/2012 is not applicable in this case either. It should be

recalled that the scope of application of the Regulation is defined by its Article 1:

> *" 1. This Regulation shall apply in civil and commercial matters whatever the nature of the court or tribunal. It shall not apply, in particular, to revenue, customs or administrative matters or to the liability of the State for acts or omissions in the exercise of State authority (acta jure imperii).*
> *2. The following are excluded from its application: [...] b) bankruptcies, compositions and other similar proceedings.*

As regards the interpretation of the concept of civil and commercial matters, the CJEU stated in its so-called Eurocontrol judgment of 14 October 1976:

"that the concept in question must therefore be considered as an autonomous concept which must be interpreted with reference, on the one hand, to the objectives and system of the Convention and, on the other hand, to the general principles which emerge from all national legal systems [...].
Certain categories of court decisions must be considered as excluded from the scope of the Convention, because of the elements that characterise the nature of the legal relationship between the parties to the dispute or the subject matter of the dispute.

In that judgment, the Court held that a dispute concerning the collection of fees owed by a private law person to a national or international body governed by public law was not civil or commercial insofar as the public body was acting in the exercise of public authority and determined the rate of the fees and the settlement procedures unilaterally.

It should be recalled, if necessary, that in the present case, TMSF, a public body, acted in the exercise of public authority, by unilaterally deciding to take over the control of the Seized Companies, to combine their assets into economic units and by organising tenders, under the provisions of Turkish public law which gave it these powers.

Brussels Regulation 1215/2012 does not therefore apply in this case.

In this context, Article 14 of the Civil Code can only be invoked under the conditions of French common law mentioned above. Its benefit is thus conditional on the applicants being French citizens.

The Uzan family, who do not have French nationality, cannot benefit from it.

This being said, it should also be noted that even assuming that Brussels Regulation 1215/2012 would apply in this case, Article 6 of the Regulation would not allow the claimants to bring a case before the French court, as they are not domiciled in France.

As a reminder, **Article 102 of the Civil Code** defines a domicile as the place where a person has his or her main establishment.

It is therefore the place where the person has its principal place of business and a permanent establishment.

It is the place where the person actually lives permanently or where the main centre of his or her interests is located.

However, it is clear from the documents communicated by MOTOROLA (***in particular Motorola documents n°22 to 40***) that none of the UZAN partners can prove that they have their main establishment in France, as they have no known real address, no funded bank account, no family life or even professional activity in France.

Consequently, the provisions of Article 14 of the Civil Code and Article 6 of Brussels Regulation No. 1215/2012, which can only be invoked by parties domiciled on French territory, would not, in any event, allow the UZAN family to bring a case before the French court.

1.2.2. With regard to Article 46 of the Code of Civil Procedure

According to Article 46 of the Code of Civil Procedure, in addition to the court of the place where the defendant resides, the plaintiff may bring an action in tort before the court of the place where the harmful event occurred or the court within whose jurisdiction the damage was suffered.

The UZAN partners argue that this article would allow them to bring an action before the court of their place of residence, on the grounds that they would have suffered part of the financial loss, in their capacity as economic beneficiaries of the seized companies, in France, since they would have been deprived of the fruits of the activity of these companies.

However, as mentioned above, the UZAN family is not domiciled in France.

Moreover, even supposing, impossibly, that Article 46 of the Code of Civil Procedure would be applicable in this case and that the UZAN family would have a stable domicile in France, its application would not give the French court jurisdiction either.

Contrary to what the UZAN Consorts claim, the provisions of Article 46 cannot be interpreted in such an extensive manner as to allow a claimant to bring proceedings before the court of his place of residence, on the basis of a single address of convenience or passing through.

In order for the courts of the plaintiff's place of residence to have jurisdiction, there must be other connecting factors which contribute to the jurisdiction of these courts (for example: Cass.com. 8 April 2021, n°19-16.931).

According to the established case law of the Court of Cassation :

"The court within whose jurisdiction the damage was suffered is that of the place where the damage occurred; a judgment which, in order to reject a plea of lack of jurisdiction, equates the place where the damage was suffered with the place where the financial consequences of the alleged acts were subsequently measured, violates Article 46. (By way of illustration: Civ. 2^{e} , 28 Feb. 1980, n°88-11.320)

In the present case, it is not disputed that the place of the alleged harmful event and the place of occurrence of the alleged damage are in Turkey, which the Claimants do not deny.

Therefore, all the connecting links provided for in Article 46 of the Code of Civil Procedure point to the Turkish courts and the alleged presence of the Claimants on French territory does not allow them to seize the French courts.

1.2.3. With regard to Article 42 paragraph 3 of the Code of Civil Procedure

After having allegedly established the international jurisdiction of the French courts, the Claimants invoke Article 42 paragraph 3 of the Code of Civil Procedure to argue that in the internal legal order, the Paris Court of Justice would have territorial jurisdiction.

Insofar as the French courts do not have international jurisdiction, for the reasons set out above, this article will not apply.

In any event, it should be pointed out that this article, which determines the principal ground of jurisdiction in private international law, i.e. "the place where the defendant resides" (paragraph 1), would not allow the Claimants to bring a case before the Court of First Instance.

As a reminder, Article 42(3) provides as follows:

"If the defendant has no known domicile or residence, the plaintiff may bring the case before the court of his residence or the court of his choice if he lives abroad.

By misinterpreting this text, the Plaintiffs argue that if the defendant remains abroad, the plaintiff could seize the French court of his choice, which would be tantamount to attributing universal jurisdiction to the French court, since it would have jurisdiction regardless of the country in which the defendant is domiciled.

However, this text only applies if the defendant has no known domicile or residence (For example: CA Paris, ch. 1, sect. D, 12 Oct. 1994, no. 94/6640: JurisData no. 1994-023591). And in such a case, the plaintiff can seize the court of his choice in France, if he **himself** lives abroad.

Of course, in this case, as the domiciles of all the defendants are known, this text does not allow the plaintiffs to derogate from the rule of principle laid down in Article 42(1), according to which the courts of the place where the defendant lives have jurisdiction.

Thus, the Court of First Instance does not have jurisdiction.

***

Consequently, the State court is asked to rule that the Turkish courts have exclusive jurisdiction and the Court of First Instance has no jurisdiction to rule on the action brought by the UZAN family.

2. A SUBSIDIARY TITLE: INADMISSIBILITY OF THE ACTION OF THE CONSORTS UZAN

If the Court of First Instance were to declare itself competent, it could only find that :

- the action of the Uzan Group is inadmissible both with regard to the Uzan Group as Plaintiffs and with regard to the Sahenk Group as Defendants (**2.1.**),

- Moreover, it is prescribed (**2.2.**).

2.1. THE ACTION OF THE CONSORTS UZAN IS INADMISSIBLE BOTH WITH REGARD TO THE CONSORTS UZAN IN THEIR CAPACITY AS PLAINTIFFS AND WITH REGARD TO THE CONSORTS SAHENK IN THEIR CAPACITY AS DEFENDANTS

In law, no one pleads by attorney.

According **to Articles 31 and 32 of the Code of Civil Procedure:**

"The action is open to all those who have a legitimate interest in the success or rejection of a claim, subject to the cases in which the law attributes the right to act only to persons whom it qualifies to raise or combat a claim, or to defend a specific interest.

"Any claim made by or against a person without the right to act shall be inadmissible.

Thus, the interest must be born, direct, personal as well as legitimate.

Direct or indirect **shareholders may not substitute themselves for a company** in an action that is intended to be the sole responsibility of that company.

By way of illustration, the Court of Cassation has ruled that a parent company, in its capacity as shareholder of its subsidiary, cannot substitute itself for the latter, unless it disregards the rule that *"no one pleads by attorney"*, to bring an action in its place that would enable it to obtain compensation for a personal loss originating in the loss suffered by the subsidiary alone (Cass. com. 18 May 1999, No. 96-19.235).

An action in tort may only be brought by a plaintiff in his capacity as a partner if it relates to a personal loss distinct from the loss of the partnership (Cass. Com, 28 June 2005, n°04-13.586).

In the present case, none of the Sahenk family has acquired any of the assets seized by TMSF.

The action of the UZAN Group is inadmissible both with regard to the UZAN Group in their capacity as Claimants (**2.1.1**) and with regard to the SAHENKT Group in their capacity as Defendants (**2.1.2**).

2.1.1. With regard to the Applicants

The alleged economic damage suffered by the Uzan Consorts in their alleged capacity as *The "ultimate beneficiaries"* of the Foreclosed Companies from their deprivation of the *fruits of* the business of those companies is not distinct from that of the Foreclosed Companies.

Thus, the Uzan family does not justify a direct and personal interest in acting.

Furthermore, the Claimants do not show a **legitimate** interest in the success of their claim.

In law, a victim can only obtain compensation for loss of earnings if they are lawful (Civ 2ème , 24 January 2002, 99-16.576).

It should be remembered that the Uzan Consorts are claiming compensation for an alleged prejudice linked to their deprivation of the *fruits of the* seized companies' activity.

We recall that the Uzan family was behind the largest fraud in Turkish banking history and that investigations conducted by the public authorities revealed that the deposits made by the victims had been misappropriated by several members of the UZAN family, including the Uzan family, in particular for the benefit of the Uzan group companies. This is clearly stated in the additional report of BDDK (Turkish Banking Regulation and Supervision Agency) dated 21 June 2005 (***TMSF Exhibit 32***).

Thus, the *fruits of the* activity of Société Saisies, i.e. the companies of the Uzan group, cannot be considered as lawful, the deprivation of which could generate any right to compensation for the Uzan Consorts.

The latter cannot claim to have a direct, personal and legitimate legally protected interest.

This being said, for the court's full information, we would point out that, in any event, the UZAN partners do not justify being the *"ultimate beneficiaries"* of the seized companies.

Indeed, the term *"ultimate beneficiary" is* a vague term which has no legal definition either in Turkish or in French law.

Let us assume that the term actually refers to the notion of *beneficial owner* under French and EU law, which is any individual who either directly or indirectly owns more than 25% of the capital or voting rights of a company or exercises control over it.

In this respect, the UZAN family claims to be the *"ultimate beneficiaries"* of the companies concerned, by virtue of :

- a so-called expert's report showing the percentage of shares held by Mr Cem Uzan, Mr Hakan Uzan, Ms Aysegul Uzan and Mr Kemal Uzan drawn up by Mr Selahattin Bal (***Exhibit 4***), and

- a private deed, entitled *"confirmation statement"* signed by Mr Kemal Uzan and Mrs Aysegul Uzan (***exhibit 3***), by which they transferred their *"direct and indirect ownership in the Companies"* to Cem Cengiz Uzan and Hakan Uzan.

With regard to Mr Selahattin Bal, who not only drew up the reports on the shareholder status of the plaintiffs and defendants, but also on the fanciful amount of the alleged loss suffered by the UZAN family, it should be pointed out that these reports have no evidential value.

Firstly, these reports do not establish the veracity of the figures randomly listed in the tables therein, by any calculation or justification.

Moreover, the accountant who drew up these documents is a former employee of the UZAN group, who was himself sentenced to 4 years and 5 months in prison for membership of a criminal organisation, forgery of official documents and fraud against the public authorities (**Exhibit 21**). This means that his expert opinions are questionable.

Indeed, all the so-called expert reports submitted to the debates by the UZAN Consorts were drawn up by this former employee of the Uzan group and have no evidential value.

With regard to the private deed entitled *"confirmation statement"* signed by Mr Kemal Uzan and Ms Aysegul Uzan, the validity of these transfers is clearly questionable.

The terms used in the deed, especially the term *"ownership"*, do not determine the purpose of the transfer. Indeed, a person cannot have ownership of a company but only shares in the company's capital.

Assuming that these deeds provide for the transfer of ownership of the shares of the companies concerned, it should be noted that Teleon Filmcilik ve Reklamcilik San. ve Tic. A.S. and the Star Companies as well as the other Seized Companies are *Anonim Sirket, which is* a corporate form similar to the sociétés anonymes in France.

The shares of such companies cannot be transferred by such a private deed.

In any case, even if the transfers were valid, they would not give the UZAN partners the right to act.

Thus, the action of the UZAN Consorts is inadmissible in view of their status as Claimants.

2.1.2. With regard to the SAHENK family

The UZAN Group claims to be able to sue the SAHENK Group on the grounds that the latter are the *"ultimate beneficiaries"* of the companies Kral Muzik Medya Hizmetleri A.S. and Startv Medya Hizmetleri A.S., which acquired the Kral TV/Kral FM and Star TV complexes.

Again, even if the Sahenk family were shareholders or beneficial owners or *"ultimate beneficiaries"* of a company that had acquired the assets seized by TMSF, they cannot be sued in place of the acquiring companies and cannot be condemned in place of these companies.

In addition, as discussed above :

- Kral Muzik Medya Hizmetleri A.S. (formerly A Yapim), which acquired the economic entity of Kral TV and Kral FM, is owned by its sole shareholder, Dogus Yayin Grubu A.S,

- With regard to Startv Medya Hizmetleri A.S., the shares of which were acquired by Isil Televizyon Yayincilik A.S., it should be noted that at the time of the tender, this company was owned by the companies of the Dogan Group (and not Dogus) and that the shares of the said company were transferred by the various companies of the Dogan Group to the various companies of the Dogus Group in 2011. On 19 December 2021, Dogus Yayin Grubu A.S. became the sole shareholder of Startv Medya Hizmetleri A.S. (formerly Isil Televizyon Yayincilik A.S.).

None of the Sahenk brothers is a partner in Kral Muzik Medya Hizmetleri A.S. and Startv Medya Hizmetleri A.S.

Thus, the action of the UZAN Group is also inadmissible with regard to the SAHENK Group in their capacity as Defendants.

Consequently, the Pre-Trial Judge is asked to rule that the action of the Uzan family is inadmissible and to dismiss the Sahenk family.

2.2. THE ACTION OF THE UZAN CONSORTS IS TIME-BARRED

The law applicable to the action of the Uzan Consorts and to the limitation period of this action is Turkish law.

With regard to the conflict of laws rule invoked by the Uzan Consorts, it should be emphasised that, contrary to what they claim, **Rome II Regulation No. 864/2007** is not applicable in this case with regard to its scope *ratione temporis* and *ratione materiae*.

As regards the date of entry into force of the Regulation, in accordance with Article 31, it applies to events giving rise to damage occurring after 11 January 2009. As the tenders for Kral TV, Kral FM and Star TV took place before that date, the Rome II Regulation does not apply in this case.

With regard to the material scope of the Regulation, insofar as according to Article 1 of the Regulation, it applies :

> *"It does not apply, in particular, to tax, customs and administrative matters, nor to the liability of the State for acts and omissions in the exercise of public authority ('acta iure'). It shall not apply, in particular, to fiscal, customs and administrative matters, nor to the liability incurred by the State for acts and omissions committed in the exercise of public authority ("acta iure imperii").*

As stated above, this case is not a simple tort action in civil or commercial matters.

As a reminder, this is an action by the Claimants who claim that TMSF, a Turkish legal person under public law, responsible for the compensation of bank deposits in the event of the bankruptcy of Turkish banks, would have exceeded its powers granted to it by Law No. 6183 on public debt recovery procedures. The Claimants claim to be able to justify their action by arguing that TMSF had initiated enforcement measures

The latter has become a public debt since it compensated the victims of Imarbank following the withdrawal of its banking licence and the pronouncement of its bankruptcy.

Thus, the Rome II Regulation and the conflict of laws rules provided for therein do not apply in this case and the conflict of laws rules of national origin must determine the law applicable to the action of the Uzan brothers.

According to the constant jurisprudence of the Court of Cassation, in application of **Article 3 of the Civil Code :**

"Under the terms of both Article 3 of the Civil Code, as consistently interpreted by the Court of Cassation before the entry into force of Regulation (EC) No 864/2007 of the European Parliament and of the Council of 11 July 2007 on the law applicable to non-contractual obligations (Rome II), and Article 4(1) of that Regulation, which applies to events giving rise to damage occurring since 11 January 2009, the law applicable to a non-contractual obligation arising out of a tort or delict is, unless the Regulation provides otherwise, the law of the country in which the damage arises, irrespective of the country in which the event giving rise to the damage occurs and irrespective of whether the event giving rise to the damage occurs in the country in which the damage arises or not, the law applicable to a non-contractual obligation arising out of a tort/delict is, unless otherwise provided for in the Regulation, the law of the country where the damage occurs, irrespective of the country where the event giving rise to the damage occurs and irrespective of the country or countries in which the indirect consequences of that event occur" (Cass., 1st civ., 10 Oct. 2018, n° 15-26.093 and n° 17-14.401) (emphasis added by the respondent)

The law of the place of the tort encompasses all the issues of tort liability, including prescription.

It is worth noting that this rule is also the one provided for in **the Rome II Regulation n°864/2007**, on the law applicable to non-contractual obligations:

> **Article 4 of the Regulation:** *"1. unless otherwise provided for in this Regulation, the law applicable to a non-contractual obligation arising out of a tort/delict shall be the law of the country in which the damage occurs, irrespective of the country in which the event giving rise to the damage occurred and irrespective of the country or countries in which the indirect consequences of that event occur.*
> *2. However, where the person claimed to be liable and the injured party have their habitual residence in the same country at the time of the occurrence of the damage, the law of that country shall apply.*
> *3. If it appears from all the circumstances that the harmful event is manifestly more closely connected with a country other than that referred to in paragraphs 1 or 2, the law of that other country shall apply. A manifestly closer connection with another country could be based, inter alia, on a pre-existing relationship between the parties, such as a contract, which is closely connected with the harmful event in question. (emphasis added by the respondent)*
>
> **Article 15 of the Regulation:** *"The law applicable to a non-contractual obligation under this Regulation shall govern in particular: [...] (h) the manner in which obligations are extinguished and the rules of prescription and limitation based on the expiry of a period, including the rules relating to the starting point, interruption and suspension of a period of prescription or limitation.*

As stated in recital 14, the Regulation *"provides for a general rule and specific rules as well as, for certain provisions, an "escape clause" which allows for a departure from these rules if it is clear from all the circumstances that the harmful event is manifestly more closely connected with another country.*

(emphasis added by the respondent)

In the present case, not only is Turkey the place where the alleged damage suffered by Mr and Mrs Uzan occurred, regardless of whether they claim to have suffered the indirect consequences of that damage in France, but it is also not disputable that the alleged harmful event has closer links with Turkey, for the reasons set out above. The law applicable to the action of the Uzan brothers and sisters as well as to its prescription can only be Turkish law.

Indeed, the Uzan Consorts admit this point in their writ, however they claim that in Turkish law there is *an "action in non-existence"* which is not subject to any limitation period, in the event that a legal act is adopted in violation of a fundamental right.

Of course, they do not present any certificate of custom or valid legal opinion as such.

They merely refer to certain decisions of the Turkish courts which they do not even deign to include in the proceedings:

> *"Assembly of the Supreme Court of Turkey, March 12, 2008, No. 2008/11-246E, 2008/239K; Assembly of the Supreme Court of Turkey, March 12, 2008, No. 2008/11- 246E, 2008/239K.; Assembly of the Supreme Court of Turkey, April 2, 2014, No. 2013/11-1048E, 2014/430K.; 13th Chamber of the Council of State, November 11, 2020, No. 2020/2438E, 2020/3081K" (pages 34-35 of the Uzan Summons)*

Several points should be stressed:

- the Uzan brothers and sisters do not request the annulment of any act of seizure or transfer carried out by TMSF. Thus, such an "action in non-existence", even assuming it exists, could not allow them to bring **an action in tort**, **without limitation of time**,

- With regard to the judgments to which the Uzan family refers, almost all of these judgments cannot be found, insofar as there is no "Supreme Court" in the Turkish legal system (the highest courts in the Turkish legal system are the Court of Cassation, the Council of State and the Constitutional Council). If the Uzan family claims to be able to rely on such an unusual case law, it is up to them to submit these judgments with their French translations and to prove with a certificate of custom that they would be applicable in this case,

- concerning the only judgment for which the reference indicated by the Uzan Consorts is correct, i.e. **the judgment of 11 November 2020 of the 13th Chamber of the Turkish Council of State**, it is a decision which distinguishes between irregular **administrative acts** which can be repealed (legal disappearance of the irregular administrative act for the future) and those which can be withdrawn (legal disappearance of the irregular administrative act for the future as well as for the past) **by the Turkish Administration itself**

and it does not concern applications from litigants.

The Turkish Council of State decides in the said case that the Turkish Administration may revoke (for the future) the provisional licence of a power plant issued by itself if the provisional authorisation is irregular, but **it may not demand without limitation of time the reimbursement of the profits made by the beneficiary of the said licence up to the date of its revocation**, in order to protect the right of ownership and the legal certainty of the beneficiary.

Thus, this administrative jurisprudence, which has no relevance in this case, does not establish the existence of such an imprescriptible "action in non-existence" for the benefit of litigants, even less that of an action in tort, in fact it does not even establish such a possibility for the Administration.

The Consorts Uzan deliberately distort the scope of this administrative case law, claiming that it would allow them to bring **a tort action under civil law** against TMSF and the Consorts Sahenk, without any time limit, which is not plausible.

Under Turkish law, the limitation period for a tort action is **Article 60 of the Turkish Code of Obligations (applicable before 2011)**:

- by 1 year from the date on which the injured party becomes aware of the harmful event,
- and in any event, by 10 years from the date of the harmful event.

In the present case, the Uzan shareholders were aware of the invitations to tender organised by TMSF, even before they took place, insofar as TMSF proceeded to publish them, as can be seen from the publications submitted to the debates by the Uzan shareholders (***opposing exhibit no. 24***).

Moreover, the Uzan family had themselves had notices published in certain newspapers on the said invitations to tender (***exhibit 25***). They cannot therefore claim that they were unaware of these invitations to tender.

As a reminder, the tender for the economic package of Kral TV and Kral FM took place in June 2008, **i.e. 13 years ago** and the tender for the economic package of Star TV took place in September 2005, **i.e. 16 years ago**.

Thus, it is not disputable that the Uzan Consorts' action is time-barred.

Consequently, in the alternative, the Pre-Trial Judge is asked to rule that the Uzan Consorts' action is, in the alternative, time-barred and inadmissible.

3. AS A COUNTERCLAIM, THE CONSORTS UZAN MUST BE CONDEMNED FOR ABUSIVE PROCEDURE

Article 32-1 of the Code of Civil Procedure specifies that: "*anyone who acts in a dilatory or abusive manner in court may be sentenced to a civil fine of up to 10,000 euros, without prejudice to any damages that may be claimed.*

Any fault in the exercise of legal remedies is likely to characterise an abusive procedure and to engage the liability of the litigants (Cass. 1re civ., 10 June 1964, published in the bulletin).

The fault may be characterised by the manifest absence of any basis for the action, the malicious nature of the action, the intention to harm, the obvious bad faith or the desire to multiply the proceedings initiated and it may be sanctioned on the basis of Article 1240 of the Civil Code.

The intention to harm the defendant may be manifested through malicious accusations or vexatious procedures, such as asking for damages out of proportion to the alleged prejudice or a claim that is merely a reproduction of identical claims previously rejected because they lack any basis (for example: Cass. 2e civ., 1 July 2021, n° 19-17.923: JurisData n° 2021-010760, Cass. 2e civ., 4 May 2000, n° 95-
21.567: JurisData n° 2000-001715).

The Court of Cassation has ruled on numerous occasions that claimants who voluntarily set in motion a procedure that has no chance of success with artificial arguments and used for the sole purpose of having a dispute that has already been definitively decided judged again, have committed an abuse of the right to bring proceedings (for example: Cass. 1re civ., 27 June 2006, No. 05-14.683: JurisData No. 2006-034300, Civ.1, 10 February 2021, No. 19-17.028).

In the present case, as mentioned above, the Uzan Consorts filed hundreds of lawsuits to obtain not only the annulment of the decisions relating to the tenders for the assets of the Seized Companies, but also of almost all the decisions taken by TMSF and the measures taken by the latter, in particular those relating to the dismissal and appointment of the members of the board of directors of the said companies, and to the payment orders sent by TMSF to the persons responsible for the Imarbank fraud and to the companies belonging to them.

These decisions and measures were validated by res judicata decisions (***TMSF Exhibit 1***).

Clearly, by purporting to bring a simple tort action and by very carefully avoiding seeking the annulment of the decisions and measures taken by TMSF, the Claimants are attempting to circumvent the res judicata attached to these hundreds of final court decisions and the exclusive jurisdiction of the Turkish courts.

This is why the Applicants keep writing in their summons *"this is not the subject of the present dispute",* each time they mention a measure or a decision which they consider to be illegal, with the sole aim of avoiding, in a totally artificial and

The Court of Appeal has also ruled that the res judicata effect of such decisions is not enforceable against them.

According to them, all these decisions and measures are not the subject of the present dispute, but in a contradictory manner, they characterise the alleged misconduct of TMSF which should be sanctioned.

With regard to the other defendants, including the Sahenk family, the Uzan summons devotes only a short paragraph common to all the defendants to them, in which the Plaintiffs merely state, without any documents, reference to any legal provision or any factual development, that they *are "particularly well-informed investors"* and
This is a "necessarily bad faith" approach.

Indeed, the Applicants are not even in a position to formulate the subject matter of their application without using vague and legally imprecise expressions such as
"captures".

It is not insignificant that in their summons the Claimants do not even use the words
They do not use the terms "tender" or "enforcement measure" or "judicial seizure", because they know that using the correct legal terms would unmask the true nature of their action which has no chance of success.

With each new defeat, they believe they can bring a new case before a new court, summoning the same people, with a supposedly new claim which, in reality, consists of challenging the same enforcement measures in a different form, measures which are merely the consequences of the offences they themselves have committed.

Also in the present proceedings, the Consorts Uzan have complacently seized the French courts, even though the French legal forum has no connection whatsoever with the dispute and there is no clear basis for their action.

They claim payment of unreasonable sums out of all proportion to their alleged harm.

We note the disproportion between the valuations of the assets transferred by TMSF and the amount of the alleged damages suffered by the Uzan Consorts as a result of these transfers, according to the so-called expert report by Mr Bal, a former employee of the UZAN group, who was himself sentenced to 4 years and 5 months in prison for membership of a criminal organisation, forgery of official documents and fraud against the public authorities (**Exhibit 18**):

- the sale of the economic unit of Kral TV and Kral FM, whose valuation by TMSF was **USD 85,000,000** and which had been sold to A Yapim for an amount of **95,000,000 USD**, would have caused a loss of **3,426,924,992 USD** to the Uzan Group. In addition, the Uzan Consortium is also alleged to have suffered damages of **USD 275,736,872** in respect of Teleon Filmcilik ve Reklamcilik, the former owner of Star TV,
- the sale of the Star TV economic unit, whose value by TMSF was **USD 155,000,000** and which had been sold to Isil Televizyon Yayincilik A.S. for **USD 306,500,000**, would have caused a loss of **USD 8,331,397,800** to the Uzan Consorts.

The Uzan brothers and sisters are asking for exorbitant sums to be paid to the Sahenk brothers and sisters, without providing any explanation as to how these amounts were calculated:

Defendant	Applicant	Amount of condemnation requested by the Uzan Consorts
FILIZ SAHENK	Murat Hakan UZAN	**2 022 628 102 USD**
FILIZ SAHENK	Cem Cengiz UZAN	**1,405,555,122 USD**
DENIZ SAHENK	Murat Hakan UZAN	**1 072 437 428 USD**
DENIZ SAHENK	Cem Cengiz UZAN	**579,662,576 USD**
FERIT SAHENK	Murat Hakan UZAN	**2 083 751 479 USD**
FERIT SAHENK	Cem Cengiz UZAN	**1 126 287 388 USD**

The Plaintiffs do not even make the effort to establish the Defendants' fault and the causal link between their alleged harm and the fact that the companies of which the Defendants are allegedly the *"ultimate beneficiaries"* participated in the tenders.

Indeed, the Uzan Consorts are aware that the present procedure is doomed to failure. Their only objective would seem to be to use this procedure to reintroduce their presence in the Turkish media and social networks.

In particular, they have created a website (https://www.uzancasetruejustice.com/) and a Twitter account dedicated to the present procedure (**Exhibit 19**).

The UZAN family as well as sources close to the Uzan family, including their lawyer Celal Ulgen, are providing false or even misleading information to the Turkish media.

In some press articles (***TMSF Exhibits 81, 82, 83***) and the contents of the above-mentioned Twitter account, the course of the pre-trial hearings is presented in such a way that readers might believe that it is a criminal trial in which the defendants are *defendants.*

The same articles and content suggest that at the hearing on 11 January 2022, the defendants would be unable to defend themselves and that the French judge would have *ordered* them to *defend themselves* against a charge of *fraud,* before the second hearing on 17 May 2022.

However, the hearing of 11 January 2022 mentioned in these interviews was only the first procedural hearing held for the purpose of setting the date, and furthermore, the present case is not a criminal case in which the defendants would be prosecuted by the French authorities.

In addition, the Uzan Consortium announced that it was launching a new NFT project (non-fungible token). They want to sell NFTs that would correspond to a part of their alleged future gain from the present proceedings.

Mr. Cem Uzan has already published several videos and given interviews on this subject in which he promises an extraordinary investment multiple, which would be equal to **27 times** the amount invested by the future buyers of these NFTs (As an example: **Exhibit n°20**).

They announced that NFTs would be sold on a platform called DANHA, which would *revolutionise the world of litigation*, and that this case had been chosen as the first litigation to merit being on that platform as an NFT.

The advertising campaign is also supported by the Twitter account *UzanCaseTrueJustice* with posts like this one:

However, the platform in question did not even exist until November 2022 (https://www.danha.io/) (**Exhibit 21**).

This completely unknown pseudo platform has recently been accessible under the name GPWIN, and the entire platform seems to be dedicated to the present procedure. The homepage of the platform consists only of partial and erroneous data on its operation (**Exhibit 22**). Clearly, it has no other activity than the sale of the UZAN Consortium's NFTs.

For clarification, it should be noted that NFTs are supposed to be inherently unique and non-interchangeable, and to have a certificate of authenticity. They are used in particular in the field of art.

As such, it is not clear how a portion of the damages obtained in a lawsuit could constitute an NFT, as uniqueness would seem to be lacking and each token would be interchangeable.

Indeed, the so-called NFT project on the pseudo exchange platform is a scam and the present procedure would seem to be a selling point for these new NFTs.

To sum up, the UZAN Consortium is trying to market the future gains of a doomed trial, potentially creating new victims who will have no means of obtaining reparation for their future losses, knowing that the UZAN Consortium even managed to escape from Interpol, even though there was an international arrest warrant for them, and that they are obviously experts in the use of nominees to conceal their assets.

Furthermore, it should be noted that the various individuals summoned by the UZAN Consortium, including the SAHENK Consortium, are part of the largest families in Turkey, who have built up their businesses and their reputation in various sectors, particularly the media, industry, energy and real estate sectors, for a long time.

The Sahenk Group was established in 1950 by Mr Ayhan Sahenk who died in 2001. Mr. Ayhan Sahenk invested in various sectors, including banking, construction, real estate and media. He also created a foundation dedicated to the education of young people from disadvantaged backgrounds.

With regard to the Sahenk brothers summoned in the present proceedings (**Exhibit 23**):

- Mrs Deniz Sahenk is the widow of Mr Ayhan Sahenk and is 77 years old. She has no active role in the group,

- Mr. Ferit Sahenk, the son of Ayhan Sahenk and Deniz Sahenk, is a leading businessman, the CEO of Dogus Holding,

- Mrs. Filiz Sahenk, the daughter of Ayhan Sahenk and Deniz Sahenk, runs the fashion and tourism companies of the Dogus Group representing brands such as Gucci, Emporio Armani, Loro Piana etc. in Turkey.

Even if these companies have no connection with the present dispute, these facts establish that the SAHENK Consorts enjoy a reputation built from scratch and a national and international reputation that they intend to protect.

They were sued on the grounds that companies of which they were allegedly the *"ultimate beneficiaries"* had participated in a tender organised by an emanation of the Turkish State, and worse, on the grounds that these companies had acquired the shares of a company that had participated in a tender organised by an emanation of the Turkish State.

Moreover, the Uzan Consorts do not hesitate to repeat their malicious and defamatory accusations against them, by calling them *fences* and *fraudsters*, **by openly quoting their names** in the media and in their videos concerning these NFTs as well as on the website of the pseudo exchange platform (**Exhibits 20 and 22**).

The malicious nature of the action, the intention to harm and the obvious bad faith are characterised.

This procedure is abusive.

The damage caused to the Sahenk family is considerable.

On the one hand, because they had to set up a lawyer in a foreign country that has no connection with the dispute, more than 13 years after the tenders.

On the other hand, their reputation is publicly attacked by the Uzan Consorts, in their videos on social networks, which are accessible to people who are not well-informed and who are unfamiliar with these old and complex facts.

The Sahenk family also had to spend a lot of time and suffered moral damage as a result of this abusive procedure.

Consequently, the Pre-Trial Judge is asked to rule that the action of Mr and Mrs Uzan is abusive and to order them jointly and severally to pay Mr and Mrs Sahenk the sum of **50,000 per person**, i.e. a total of **150,000 euros** in damages for abusive proceedings.

The court could also consider whether it is appropriate to order the UZAN family to pay a civil fine.

* * *

Finally, it would be unfair to leave the SAHENKs to bear the irreducible costs they had to incur to assert their rights in the present proceedings.

The Court is therefore asked to order the Claimants to pay the sum of **234,989.50 euros** to the SAHENK Estate under Article 700 of the Code of Civil Procedure (**Exhibit 24**).

THEREFORE

Having regard to articles 3, 14, 102, 1240 of the Civil Code, articles 31, 32, 32-1, 42, 46, 700 of the Code of Civil Procedure,
Having regard to the Brussels Regulation n°1215/2012, the Rome II Regulation n°864/2007, Having regard to Article 60 (old) of the Turkish Code of Obligations,
In view of the above-mentioned reasons,

THE PRE-TRIAL JUDGE IS ASKED TO :

In limine litis :

- **FIND** that the Turkish courts have exclusive jurisdiction,

- **JUDGE** that the French courts do not have jurisdiction in this case,

- Consequently, **DECLARE that** the Paris Court has no jurisdiction to rule on the action brought by Messrs Murat Hakan UZAN and Cem Cengiz UZAN

- **REMAND** Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN for further proceedings before the Turkish courts

In the alternative :

- **JUDGE** that Murat Hakan UZAN and Cem Cengiz UZAN do not have standing,

- **TO** DISCLAIM Mrs. Filiz SAHENK, Mrs. Deniz BASYAZGAN wife SAHENK, Mr. Ferit SAHENK,

In the infinite alternative:

- **TO DIRECT AND JUDGE** that the action of Messrs Murat Hakan UZAN and Cem Cengiz UZAN is time-barred,

As a result :

- **JUDGE** that the action of Messrs Murat Hakan UZAN and Cem Cengiz UZAN is inadmissible,

- **TO DISMISS all** the claims of Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN,

Counterclaim :

- **JUDGE** that the proceedings brought by Messrs Murat Hakan UZAN and Cem Cengiz UZAN are abusive,

- **ORDER** Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN **jointly and severally** to pay an amount of **150,000 euros** to Ms Filiz SAHENK,

Mrs Deniz BASYAZGAN wife SAHENK, Mr Ferit SAHENK for abusive procedure,

- **ORDER** Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN **jointly and severally** to pay the sum of **234,989.50 euros** to Mrs Filiz SAHENK, Mrs Deniz BASYAZGAN (wife of SAHENK) and Mr Ferit SAHENK, in application of Article 700 of the Code of Civil Procedure,

- **ORDER** Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN **jointly and severally** to pay the costs,

WITHOUT PREJUDICE

LIST OF PARTS

1. Extract from the Turkish Banking Regulation and Supervision Agency's decision of 4 July 2003 and its translation
2. Press release of the Turkish Banking Regulation and Supervision Agency of 4 July 2003 and its translation
3. Press article, Le Monde - "Cem Uzan, passé du gotha turc aux fichiers d'Interpol
4. Press article, Lefigaro - "The French run of a Turkish ex-magnate
5. Press article, Jeune Afrique - "Cem Uzan protected by Claude Géant
6. Press article, European Journal of Business and Management magazine - "One of the Greatest Fraud Case in the World: The Imar Bank Case from Turkey
7. Terms and conditions of the tender and its translation
8. Press article, CNN - "Kral TV ihalesi iptal" and its translation
9. TMSF decision approving the transfer of the economic and commercial complex of Kral TV / Kral FM and its translation
10. Deed of assignment of the economic and commercial complex of Kral TV / Kral FM and its translation
11. Extract from the official journal concerning the change of name of A Yapim and its translation
12. Kral Muzik Medya Hizmetleri A.S. k-bis extract (equivalent document)
13. List of participants at the General Assembly of Kral Muzik Medya Hizmetleri A.S. on 27 May 2021 and its translation
14. Press article, Bianet - "Dogan Grubu Star TV ihalesini kazandi" and its translation
15. Decision of the Competition Authority of 2 November 2011 and its translation
16. Protocol of 3 November 2011 and its translation
17. List of participants at the General Assembly of Startv Medya Hizmetleri A.S. on 10 June 2021 and its translation
18. Press article, CNN, - "Cem Uzan'a 23 yil hapis" and its translation
19. Screenshot of the website - uzancasetruejustice.com
20. USB key: files containing two Youtube videos by Cem Uzan NFT: https://www.youtube.com/watch?v=k7bk_u1zvIE and https://www.youtube.com/watch?v=y_6SXpiGa-8
21. Screenshot of the website dated 11 October 2022 - https://www.danha.io/
22. Screenshot of the website as of 28 November 2022 - https://gpwin.io/
23. Screenshots of Sahenk's FORBES profiles:
    Deniz Sahenk: https://www.forbes.com/profile/deniz-sahenk/?sh=787bd20343f1
    Ferit Sahenk: https://www.forbes.com/profile/ferit-faik-sahenk/?sh=18ef33ac4f6a
    Filiz Sahenk: https://www.forbes.com/profile/filiz-sahenk/?sh=92cef1051715
24. FTPA accounting certificate