

**SUMMONS
BEFORE THE PARIS COURT OF JUSTICE**

IN THE YEAR TWO THOUSAND AND TWENTY ONE, ON

AT THE REQUEST OF:

Murat Hakan UZAN

Born on May 30, 1967, Istanbul (Turkey), of Turkish nationality, residing at 32, avenue Foch 75016 Paris (France), a businessman, President of Genc Parti, resident for tax purposes in France;

Mr Cem Cengiz UZAN

Born on December 26, 1960, in Istanbul (Turkey), of Turkish nationality, residing at 32, avenue Foch 75016 Paris (France), a businessman, former President of Genc Parti, resident for tax purposes in France;

Hereinafter referred to collectively as the "Plaintiffs",

Having as lawyers: **FERAL-SCHUHL SAINTE-MARIE WILLEMANT AARPI**
represented by SELARL FERAL-SCHUHL SAINTE MARIE ASSOCIES and SELARL WILLEMANT
LAW, acting respectively through **Maître Christiane FERAL-SCHUHL** and **Maître Richard
WILLEMANT**, Lawyers at the Paris Bar
24, rue Erlanger 75016 Paris | Tel. 0170712200 | Fax. 0183620734
cfs@feral.law | rw@feral.law | Paris # **J106**

Maître Richard WILLEMANT, filing an entry of appearance on the basis of this writ of summons and its sequels, with this entry entailing choice of domicile at the offices of the firm FERAL-SCHUHL SAINTE-MARIE WILLEMANT AARPI at the aforementioned address;

and **Maître Nairi DJIDJIRIAN**, lawyer at the Paris Bar
65, rue de Prony 75017 Paris | Tel.0146225253 | Fax. 0178765939

I, THE UNDERSIGNED COURT BAILIFF,

HAVE THE HONOUR OF INFORMING the defendants mentioned below¹:

1. TASARRUF MEVDUATI SIGORTA FONU

Savings deposit insurance fund, the acronym of which is "**TMSF**" or "**SDIF**", with its registered office at TMSF Büyükdere Cad. No: 143 Esentepe 34394, Şişli , Istanbul (TURKEY), represented by its legal representatives;

2. MOTOROLA SOLUTIONS CREDIT COMPANY LLC

A company incorporated under American law, formerly referred to as "MOTOROLA CREDIT CORPORATION", having its registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, 19801 New Castle (UNITED STATES OF AMERICA), represented by its legal representative;

¹ It being specified that the number regarding each of the defendants corresponds to a numbering for practical purposes, with the said number not forming part of the company name or name of the defendants.

3. **VODAFONE GROUP PUBLIC LTD. CO.**

A company incorporated under the laws of England and Wales, having its registered office at Vodafone House, The Connection, Newbury, Berkshire X0RG14 2FN (UNITED KINGDOM), represented by its legal representatives;

4. **BLACKROCK**

A company incorporated under the laws of the United States of America, having its registered office at 400, Howard Street San Francisco CA 94105 (UNITED STATES OF AMERICA), represented by its legal representatives;

5. **DIMENSIONAL FUND ADVISORS LP**

A company incorporated under the laws of the United States, having its registered office at 6300 Bee Cave Road Building One Austin TX 78746 (UNITED STATES OF AMERICA), represented by its legal representatives;

6. **Mr Sezai BACAŞIZ**

Residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikası Etimesgut, Ankara (TURKEY);

7. **Mr Mehmet Serkan BACAŞIZ**

Residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikası Etimesgut, Ankara (TURKEY);

8. **Mr Turhan Serdar BACAŞIZ**

Residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikası Etimesgut, Ankara (TURKEY);

9. **Mr Mehmet Mustafa BUKEY**

Residing at Ankara Caddesi, 335, Bornov, Izmir (TURKEY);

10. **Mr Aydın DOĞAN**

Residing at Burhaniye Mahallesi Kısıklı Caddesi, 65 34676 Üsküdar, İstanbul (TURKEY);

11. **Mrs Isil DOĞAN**

Residing at Burhaniye Mahallesi Kısıklı Caddesi, 65 34676 Üsküdar, İstanbul (TURKEY);

12. **Mrs Hanzade Vasfiye DOĞAN BOYNER**

Residing at Burhaniye Mahallesi Kısıklı Caddesi, 65 34676 Üsküdar, İstanbul (TURKEY);

13. **Mrs Yasar Begumhan DOĞAN FARALYALI**

Residing at Burhaniye Mahallesi Kısıklı Caddesi, 65 34676 Üsküdar, İstanbul (TURKEY);

14. **Mrs Belgin EGELİ**

Residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

15. **Mrs Fatma Meltem GUNEL**

Residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

16. **Mrs Sulun İLKİN**

Residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

17. **Mrs Yıldız İZMİROĞLU**

Residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

18. **Mr Asim KIBAR**

Residing at Levazım, Koru Sokađı Zorlu Center, 2, 34340 Beşiktaş, Istanbul (TURKEY);

19. **Mrs Semiha KIBAR**

Residing at Levazım, Koru Sokađı Zorlu Center, 2, 34340 Beşiktaş, Istanbul (TURKEY);

20. **Mr Ali KIBAR**

Residing at Levazım, Koru Sokađı Zorlu Center, 2, 34340 Beşiktaş, Istanbul (TURKEY);

21. **Mrs Aysun KIBAR**

Residing at Levazım, Koru Sokađı Zorlu Center, 2, 34340 Beşiktaş, Istanbul (TURKEY);

22. **Mr Ahmet KIBAR**

Residing at Levazım, Koru Sokađı Zorlu Center, 2, 34340 Beşiktaş, Istanbul (TURKEY);

23. **Mr Abdulkadir KONUKOđLU**

Residing at Küçükbakkalköy Mahallesi Kayıřdađı Caddesi, 1 Allianz Tower Kat: 23-24 34750 Ataşehir, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);

24. **Mr Zekeriye KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

25. **Mr Adil Sani KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

26. **Mr Sami KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

27. **Mr. Cengiz KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

28. **Mr Turgut KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

29. **Mr Fatih KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

30. **Mr Hakan KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

31. **Mr Sani KONUKOđLU**

Residing at Egemenlik Mahallesi Eski Kemalpařa Cad., 4B, Iřikkent, Izmir (TURKEY) and also residing at Ankara Caddesi, 335, Bornova, Izmir (TURKEY);

32. **Mr Nihat OZDEMIR**

Residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikası Etimesgut, Ankara (TURKEY);

33. **Mr Batuhan OZDEMIR**
Residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (TURKEY);
34. **Mrs Ebru OZDEMIR KISLALI**
Residing at Bahçekapi Mah. Güvercinlik Mevkii Limak Çimento Fabrikasi Etimesgut, Ankara (TURKEY);
35. **Mrs Turkan SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
36. **Mr Omer Metin SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
37. **Mrs Dilek SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
38. **Mrs Sevil SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
39. **Mrs Serra SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
40. **Mrs Suzan SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
41. **Mrs Cigdem SABANCI**
Residing at Sabancı Center 4. Levent 34330, Istanbul (TURKEY) and also residing at Kısıklı Caddesi, 38, Altunizade, Üsküdar, Istanbul (TURKEY);
42. **Mrs Vuslat SABANCI**
Residing at Burhaniye Mahallesi Kısıklı Caddesi, 65 34676 Üsküdar, Istanbul (TURKEY) and also residing at Koybasi Cad No 173 Yenikoy, Istanbul (TURKEY);
43. **Mrs Filiz SAHENK**
Residing at Büyükdere Cad., 249 34398 Maslak, Sarıyer, Istanbul (TURKEY);
44. **Mrs Deniz SAHENK**
Residing at Büyükdere Cad., 249 34398 Maslak, Sarıyer, Istanbul (TURKEY);
45. **Mr Ferit SAHENK**
Residing at Büyükdere Cad., 249 34398 Maslak, Sarıyer, Istanbul (TURKEY);
46. **Mr Aziz TORUN**
Residing at Rüzgarlıbahçe Mahallesi Özalp Çıkmaşı, 4, 34805 Beykoz, Istanbul (TURKEY);
47. **Mr Mehmet Mustafa TORUN**

Residing at Rüzgarlıbahçe Mahallesi Özalp Çıkmazı, 4, 34805 Beykoz, İstanbul (TURKEY);

48. **Mrs Fatma Gulgun UNAL**

Residing at Ankara Caddesi, 335, Bornova, İzmir (TURKEY);

49. **Arzuhan YALCINDAG**

Residing at Burhaniye Mahallesi Kısıklı Caddesi, 65, 34676 Üsküdar, İstanbul (TURKEY);

50. **Mr Zeki ZORLU**

Residing at Esentepe, Eski Büyükdere Cd., 199, 34394 Şişli, İstanbul (TURKEY);

51. **Mr Ahmet Nazif ZORLU**

Residing at Esentepe, Eski Büyükdere Cd., 199, 34394 Şişli, İstanbul (TURKEY);

52. **Mr Olgun ZORLU**

Residing at Esentepe, Eski Büyükdere Cd., 199, 34394 Şişli, İstanbul (TURKEY);

THAT PROCEEDINGS HAVE BEEN BROUGHT AGAINST THEM FOR THE REASONS PRESENTED BELOW AND THAT THEY ARE SUMMONED TO APPEAR AT THE HEARING HELD ON THE FOLLOWING DATE:

Tuesday January 11, 2022 at 10:05 a.m.

BEFORE THE COURT OF JUSTICE OF PARIS (4TH CHAMBER, 1ST DIVISION), SITTING IN THE ORDINARY COURT ROOM FOR ITS HEARINGS, LOCATED ON THE FORECOURT OF THE COURT OF PARIS, 75859 PARIS CEDEX 17 (FRANCE).

VERY IMPORTANT

Within fifteen days of the date of this instrument, increased by a period of two months, in accordance with article 643 of the French Civil Procedure Code, you are required to appoint a lawyer, admitted to plead before the Paris Court of Justice, to represent you in this court. Failing this, you run the risk that a decision may be issued against you solely on the basis of the elements submitted by your opponents.

The documents on which the claims are based are indicated at the end of the instrument, according to the attached schedule.

OBJECT OF THE CLAIM

SUMMARY

- This case is **about one of the most significant frauds perpetrated in history.**
- It has caused extreme financial damage, valued at approximately **US\$68 billion**, representing the value of which the Plaintiffs, residing in France and who should have received dividends, were defrauded as **economic beneficiaries of a set of companies** (hereinafter the “Companies”), the assets and proceeds of which have been the subject of fraudulent capture.
- This case starts in Turkey with the allegation by the TMSF guarantee fund of an alleged substantial difference between the deposits recorded by the Turkish bank IMAR BANK and thus insured by TMSF under the bank deposit guarantee, and the deposits actually made with this bank (hereinafter referred to as the “**Difference alleged by TMSF in the deposits of IMAR BANK**”).
- The amount of this Difference alleged by TMSF in IMAR BANK’s deposits has never been determined or been crystallized. On the contrary, it has evolved in an unjustified manner and in unbelievable proportions, in accordance with the variation in TMSF’s allegations. The total lack of determination of this Difference alleged by TMSF on IMAR BANK’s deposits nevertheless did not prevent TMSF from taking action to recover this sum, the existence and extent of which have never been established to date.
- The allegation of the existence of this Difference alleged by TMSF in the deposits of IMAR BANK is vigorously challenged by the Plaintiffs, but this point does not form the object of this dispute.
- Under these circumstances, which are already surreal, TMSF decided arbitrarily, without any basis or the slightest shred of evidence, to attribute the liability of this Difference alleged by TMSF in the deposits of IMAR BANK to each of the Companies whose shareholders and beneficial owners are members of the UZAN family, including the Plaintiffs. TMSF alleged, in a fallacious manner, that these Companies had been used to divert the funds representing the Difference alleged by TMSF in the deposits of IMAR BANK.
- At the peak of the surrealism, the allegation made by TMSF, without any demonstration or proof, was based solely on the relationship between the directors of IMAR BANK and the shareholders of the aforementioned Companies, without any further evidence of any involvement of the Companies in acts of misappropriation of funds associated with the Difference alleged by TMSF in the deposits of IMAR BANK. TMSF even pushed the aberration to the point of attributing liability to children, including a 3-month-old baby, for the Difference alleged by TMSF in IMAR BANK’s deposits! This is obviously unacceptable and is vigorously challenged, but this point does not form the object of this dispute.
- In order to prevent any dissipation of assets of its Companies, for the time that TMSF may attempt to demonstrate the merits of its allegations of attributability to the Companies of liability in the Difference alleged by TMSF in the deposits of IMAR BANK, TMSF secured the ordering of protective measures

against the Companies, in civil and criminal proceedings, including injunctions and freezing of assets, but also a takeover of the directing and management of the Companies by TMSF itself.

- The conditions, legitimacy and laws forming the basis of such protective measures, including this assumption of control, were strongly criticized, remain highly questionable and are vigorously challenged by the Plaintiffs, but these points do not form the object of this dispute.
- Not only has TMSF never been capable of demonstrating to date the slightest liability of the Companies for the Difference alleged by TMSF in the deposits of IMAR BANK, but, on the contrary, the judicial decisions, in the civil and criminal proceedings, having the authority of *res judicata*, including a dismissal order which became definitive, rendered by the Public Prosecutor in Turkey, dismissed any liability of the Companies unjustly held liable by TMSF.
- In the face of the unfounded allegations, a lack of proof of the slightest liability of the Companies and the slightest link to the Difference alleged by TMSF in the deposits of IMAR BANK, despite the aforementioned failures of all of its legal actions, TMSF nevertheless decided to organize and establish a **genuine enterprise for fraudulently capturing the assets of the Companies.**
- TMSF's actions, constituting the misappropriation of assets committed in a sudden and massive manner, were committed outside of any legal framework, without any court decision and in infringement of all applicable rules and fundamental principles of law, very clearly exceeding the powers which the law had entrusted to TMSF.
- TMSF had indeed used its legal prerogatives, by diverting them, to commit a **colossal abuse of power**, by the organization and implementation of the sale of all of the assets of the Companies and this when the liability of the Companies was entirely excluded by the Turkish courts and no demonstration or evidence had ever been provided against these Companies.
- In order to do this, TMSF benefited from the **accumulation of capacities** which it enjoyed, being both the prosecuting authority, creditor and representative of the Companies allegedly implicated by it in the Difference which it alleged in the deposits of IMAR BANK and which TMSF had legally assumed under the cover of the aforementioned protective measures.
- By serving its own interests through a genuine **abuse of company assets**, TMSF thus instrumentalized these Companies by causing them, through a form of constraint, to accept in a totally unjustified manner, in their name and on their behalf, payment orders issued by TMSF itself for the benefit of the debt which TMSF had undertaken to collect, without the slightest legal basis and without proof, by way of the Difference alleged by TMSF in the deposits of IMAR BANK.
- In its capacity as manager of the Companies, TMSF committed a **manifest abuse of the "full powers"** which it possessed by virtue of the laws, under the cover of precautionary measures and by pursuing its own interests. TMSF did not fear the use of perfectly illegal means, outside of any legal framework and any legal process, to take possession of the assets of the Companies.
- The powers entrusted to TMSF by law have been strongly criticised, including by MOTOROLA (before its about turn) and are strongly contested by the Plaintiffs, but these powers and laws do not form the object of this dispute.

- **By contrast, the misuse of these powers** committed by TMSF against the Companies **and the fraudulent capture of their resulting assets form the precise object of these proceedings.**
- TMSF clearly incurred its **tortious liability** by realizing the assets of the Companies and diverting the proceeds of these transfers to serve its interests and the recovery of a receivable which was not at all due by the Companies and for which not even the slightest involvement in alleged misappropriation of funds related to the Difference alleged by TMSF in the deposits of IMAR BANK has ever been demonstrated or proven.
- TMSF acted, in a very seriously fraudulent manner, **by infringing rules of law, decisions issued by Turkish courts with the authority of res judicata and trampling on fundamental freedoms and rights**, such as the right to a fair trial, including the adversarial principle, the right to an effective remedy, freedom of trade and the protection of property rights.
- In law, the acts of **fraudulent capture** of assets committed by TMSF constitute tortious misconduct and render all TMSF acts **entirely devoid of a legal basis**, which has the consequence, under Turkish law, of rendering these acts **non-existent in legal terms**, with this lack of existence affecting all subsequent acts in a cascade.
- TMSF did not commit these acts alone. They fall within a veritable **fraudulent collusion**, on the one hand between **TMSF** and the American company **MOTOROLA** and, on the other, with each of the purchasers of assets forming the object of fraudulent captures.
- While TMSF's actions had initially been very strongly challenged by MOTOROLA, as part of a competition between these two creditors, MOTOROLA made a staggering about turn by deciding to collaborate and ally itself with TMSF. Both parties concluded a genuine collaborative and non-aggression pact, with reciprocal waivers of recourse, all in the full knowledge of the illegal nature of the actions of each party. MOTOROLA and TMSF necessarily incurred their civil tort liability on a joint and several basis and shall compensate the damage suffered by the Plaintiffs.
- The **liability of the economic beneficiaries of the acquirers** of the assets captured fraudulently, who are all investors and sophisticated professionals, was also incurred, jointly and severally with TMSF and MOTOROLA, since they necessarily acted, like receivers, **in full knowledge of the facts and in bad faith**, essentially due to the well-known fraudulent circumstances of the disposals of the assets of the Companies of which they absolutely could not have been unaware.
- The damages suffered by the Plaintiffs include the loss of value of the assets collected fraudulently, but also the fruits (dividends) that these assets and the activities of the Companies have since produced in the acquirers and of which the Plaintiffs were unfairly deprived.
- **The claimants, succeeding to the rights of all of the members of the UZAN family, have sought to refer the case to the Court of Justice of Paris, in order to secure judicial recognition of the massive fraud of which they were the victims, as economic beneficiaries of the Companies targeted by the fraudulent captures and in order to obtain compensation for the damage which they suffered as a result of the actions of the defendants, who shall be jointly and severally convicted.**

I. FACTS

1. PRESENTATION OF THE PARTIES

1.1. The Plaintiffs: Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN

1. Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN (hereinafter referred to collectively as “Mrs **UZAN**”) are two talented businessmen of Turkish nationality, resident in France since September 3, 2014 and September 3, 2009 respectively (Exhibits Nos. 1 and 2).
2. The UZANs are two brothers from one of Turkey’s most influential families (the “**UZAN Family**”)², whose members have enjoyed great success in business life, worldwide, between the 1970s and 2000, in the media, telecommunications, industry including cement, transport, entertainment, sport and business services sectors (Exhibit 3).
3. They have acted in this case in the capacity of **ultimate economic beneficiaries** of many Turkish companies (hereinafter referred to as the “**Companies**”) of which they hold, whether directly or indirectly, more than 25% of the share capital or voting rights, the assets of which were fraudulently misappropriated by the defendants (Exhibit 4).
4. The Uzan brothers are also successors to the rights of their sister, Mrs Aysegul Uzan, and of their father, Mr Kemal Uzan, by virtue of transfer agreements, so that the Messrs Uzan are *ultimately* the sole economic beneficiaries of the Companies which are the victims of the fraudulent actions of the defendants (Exhibit 3).
5. The following table summarizes each of the Companies of which the Plaintiffs are ultimate economic beneficiaries, as evidenced by the report submitted to the proceedings (Exhibit 4).

Adanaspor Spor Faaliyetleri A.Ş.
Aktif Kablo Televizyon Teknik Hiz. San .Ve Tica.Ş.
Altıntaş Altin ve Mücevherat Ticaret A.Ş.
Artel - Telekom Investments - Azerbaijan
Atasu Emlak Ticaret A.Ş.
Aysan Anadolu Yay.San.ve Tic. A.Ş.
Banko Muzik Ve Plak Yapim A.Ş.
Bartın Çimento Sanayi A.Ş.
Basıntaş Anadolu Basın Endüstrisi A.Ş.

Betonsan A.Ş.
Betonsan Beton ve Çimento San.şlt.Ve Tic. A.Ş.
Betontaş Beton San. Ve Tica. AŞ
Beyaz-Basin San.ve Tic A.Ş.
Birleşik Basın Dağıtım A.Ş.
CEPS Kurumsal Telekomünikasyon Hiz. A.Ş.
Demas Demir Mamulleri San. A.Ş.
Digisoft Yazılım Ve Dış Tic. A.Ş.
Digital Telefon Pazarlama A.Ş.

² It should be noted that no company or entity exists which would be termed the “UZAN GROUP”. This is an expression invented by the opponents of the Plaintiffs for collectively designating companies which are directly or indirectly owned or controlled by certain members of the “Uzan family”, in order to give the impression of a single legal entity. Uzan family means Kemal Uzan (father), Melahat Uzan (mother), Cem Uzan (son), Hakan Uzan (son) and Aysegul Uzan (daughter).

Dođan Kardeř Matbaacilik Sanayii Anonim Őirketi

Edirne Lalapařa imento A.Ő.

Ergani imento San.Tic. A.Ő.

Filmtürk Film Prodüksiyon ve Dađitim Tic. A.Ő.

Filpark İnternet Hizmetleri Ve Paz.Tic.A.Ő.

Fontek Elektronik Tek. Ürünler Ve Mat. San.Ve Tic.A.Ő.

Gaziantep imento San.ve Tic. A.Ő.

Global Digital İletifim A.Ő.

Hurriyet International GmbH

Incidentally limited

-stanbulspor Spor Faaliyetleri ve Tic. A.Ő.

Kartel - Kazakistan Mobile Gsm

Kristal İnaaat Ve Ticaret A.Ő.

Ladik imento San.Tic. A.Ő.

Limař Liman İřletmesi A.Ő.

Mas Marmara Alüminyum İřletmecilik San. A.Ő.

Matbaatař Matbaacilik San.ve Tic. A.Ő.

MAVI Turizm Yatirimlari Tic. A.Ő.

Media Print Basim Tic. A.Ő.

Media Print Basim Tic. A.Ő.

Medya Park Yayıncılık Sanayi A.Ő.

Medya Pazarlama Yayın Dađitim A.Ő.

Merkez imento Terminali İřleri ve Tic. A. Ő.

Merkez Hazir Beton İmalat ve Tic. A.Ő.

Merkez Kađıt Torba Sa.ve Tic. A.Ő.

Merkez Nakliyat ve Tic. A.Ő.

Metař Izmir Metalürji Fabrikasi T.A.Ő.

Motorlu Araçlar Tic. A.Ő.

Neocom Telekom Ltd - Georgia

Net Bul İnternet Hiz. Ve Paz. Tic. A.Ő.

Net Digital Hiz. A.Ő.

Oksijen O2 Teknoloji Geliř. Ve Bili.Sis.San. ve Tic.A.Ő.

Pamukova Telekomunikasyon

Sis.San.Tic.A.Ő.

Park Medya Filmcilik Ve Reklamcilik Paz.Tic. A.Ő.

Prime Holding A.Ő.

Prime Medya Filmcilik ve Reklamcilik Sanayi A.Ő.

Prime Prodüksiyon Hiz. A.Ő.

Prime Prodüksiyon Hizmetleri Anonim Őirketi

Rt. Net İnternet Hiz. Ve Paz. Tic. A.Ő.

Rumeli elik Sanayi A.Ő.

Rumeli Cimento

Rumeli Elektrik Yatirim A.Ő.

Rumeli Hava Tařimacilik ve İřletmecilik Tic. A.Ő.

Rumeli Havacilik A.Ő.

Rumeli Holding A.Ő.

Rumeli Metal San. A.Ő.

Rumeli Nakliyat ve Ticaret A.Ő.

Rumeli Sigorta A.Ő.

Rumeli Tanitim Halkla İliřkiler Rek. ve Pro.San.Ve Tic. A.Ő.

Rumeli Teknik Komünikasyon Hiz. A.Ő.

Rumeli Telefon Sistemleri A.Ő.

Rumeli Telekom A.Ő.

Rumeli Telekom Artel Azerbaijan Data Services

Rumeli Telekom AS

Rumeli Telekom KKTCA.Ő.

Rumeli Yazilim Servis Hiz.Tic. A.Ő.

Runeli Hayat Sigorta A.Ő.

Sanal İçerik İletifim Hiz.Tic. A.Ő.

Sanart Produksiyon Yapım Ticaret A.Ő.

Őanlıurfa imento San.Tic. A.Ő.

Seba Sinema Reklamcilik ve Sosyal Tes.İřl. A.Ő.

Sistem Ticaret ve İnaaat A.Ő.

Sp Ertel Ltd. Kirgizistan

Standart Alimunyum Sanayi A.Ő. (Nasas)

Standart Çimento San. A.Ş.
Standart Telekomünikasyon Bilgisayar Hiz.
A.Ş.
Star Digital İletişim A.Ş.
Star Digital Interaktif Yazılım ve Hiz. A.Ş.
Star Haber Ajansı A.Ş.
Star Telekomünikasyon A.Ş.
Star Televizyon Hizmetleri A. Δ
Teleon Reklamcılık Ve Filmcilik Sanayi ve
Ticaret A.Ş.
Teleon Televizyon Reklam A.Ş.
Telsim Çağrı Hizmetleri Ve Danışmanlık Tic.
A.Ş.
Telsim Mobil Telekomünikasyon Hiz. A.Ş.
Toe Otomotiv A.Ş.
Trabzon Çimento San.Tic. A.Ş.
Turizm Endüstri Yatırım A.Ş.
Türk Otomotiv Endüstrileri A.Ş.

Türkfilmi Film Prodüksiyon Ticaret. A.Ş.
Ultra Filmcilik Ve Reklamcılık Sanayi ve
Ticaret As
Ulusal Araştırma Hizmetleri A.Ş.
Ulusal Basın Gazetecilik Matbaacılık Ve
Yayincılık Sanayi A.Ş.
Ulusal Medya Haber Ajansı A.Ş.
Ulusal Yayın Dağıtım Ve Pazarlama A.Ş.
Unikom İletişim Hiz. Paz. A.Ş.
Unitel Telefon Paz. A.Ş.
Universal Filmcilik Ve Reklamcılık Sanayi
Anonim Şirketi
Utterton Limited
Van Çimento San.Ve Tic A.Ş.
Wisteria Bay Limited
Yapi ve Ticaret AS
Yay- Mat Yayincılık Ve Matbaacılık San. A.Ş.

1.2. The Defendants

1.2.1. TASARRUF MEVDUATI SIGORTA FONU ('TMSF')

6. TASARRUF MEVDUATI SIGORTA FONU (hereinafter referred to as “TMSF”) is a Turkish savings deposit insurance fund, created in 1983 to guarantee savings deposits (Exhibit 5). TMSF is an autonomous legal entity with its own budget, accounting and governance.
7. TMSF’s missions and powers are organised by Turkish banking law³, notably including:
 - insuring savings deposits inside banks;
 - assuming the management and supervision of banks whose banking license has been withdrawn;
 - paying insured savings deposits to depositors;
 - recovering receivables and taking legal action.
8. As an insurance fund for savings deposits, TMSF guarantees the repayment of savings deposits with banks in the event of their default.
9. The principle of guaranteeing bank deposits allows the insurance fund to repay to depositors the amount of the insured deposits and being subrogated to the rights of the beneficiaries of its

³ The Turkish Banking Act No. 4389, today repealed by Law No. 5411 on banks, which entered into effect on 1 November 2005.

intervention for the same, for the amounts which it has paid, in order to carry out actions and recover all or part of the sums paid by it.

10. First of all, it should be specified that if TMSF is a legal entity governed by Turkish public law, it is summoned in this case by way of its seriously illegal and fraudulent actions committed **in the context of private law legal relations**, as the manager of the Companies, as explained below.
11. TMSF has not been summoned before the Court of Justice of Paris as an emanation of the Turkish State, but **in its capacity of manager of the Companies**.

1.2.2. MOTOROLA SOLUTIONS CREDIT COMPANY LLC

12. MOTOROLA SOLUTIONS CREDIT COMPANY LLC (hereinafter, "**MOTOROLA**"), formerly called MOTOROLA CREDIT CORPORATION, is a company governed by the laws of the State of Delaware. This is a financing company owned by MOTOROLA INC., a telecommunications equipment company (Exhibit 6).
13. In this case, MOTOROLA has been summoned before the Court of Justice of Paris for the **fraudulent collusion** which it established and maintained with TMSF, notably by devising a concerted scheme of fraudulent misappropriations from the Companies, resulting in the despoliation of the Plaintiffs.

1.2.3. VODAFONE AND THE OTHER DEFENDANTS

14. Each of the other defendants is prosecuted in this case, in its capacity as ultimate economic beneficiary of the entity or entities which were the assignees of the assets of the Companies (Exhibit 7).
15. VODAFONE GROUP PUBLIC LTD. CO. (hereinafter referred to as "**VODAFONE**") is thus involved in its capacity as beneficial owner of the transferee entities of the assets of TELSİM, which is one of the Companies.
16. VODAFONE and each of the other defendants incurred their liability for having participated in and contributed to, necessarily in full knowledge of the facts and therefore wrongfully, the concerted scheme of fraudulent misappropriation of the aforementioned assets and for having thus benefited from the proceeds and fruits of these illegal captures.
17. The table reproduced below summarizes, for each of these defendants, the transferee company or companies of the said assets, of which they are ultimate economic beneficiaries, as demonstrated by the report submitted to the proceedings (Exhibit 7).

Surname and First Name of the effective Beneficiary of the company which became the assignee of the assets of the Company			
Bacaksiz	Sezai	Limak Bati Çimento San.ve Tic.A.Ş. Siirt Registration ID: 83 Tax ID: 7700014386 (Siirt)	Gaziantep, Ergani, Sanliurfa Cement
Bacaksiz	Mehmet Serkan		
Bacaksiz	Turhan Serdar		

Surname and First Name of the effective Beneficiary of the company which became the assignee of the assets of the Company			
Bukey	Mehmet Mustafa	Batıçım Batı Anadolu Çimento Sanayii A.Ş. (BTCİM) Registration ID: 29465 K-282 (Izmir) MERSIS No: 0150000304600010	Limas
Caltagirone	Francesco Gaetano	Izmir Çimento Fabrikası Türk A.Ş. Registration ID (Izmir) 20907-K-47 MERSIS 0257003253100019	Edirne Lalapasa Cement
Caltagirone	Francesco		
Caltagirone	Alessandro		
Company	Vodafone Group Public Ltd. Co.	Vodafone Telekomünikasyon Anonim Şirketi Istanbul Commercial Register: 564625 MERSIS 925035326100017	Telsim
Company	Vodafone Group Public Ltd. Co.	Vodafone Teknoloji Hizmetleri Anonim Şirketi Commercial Register Istanbul: 586553 MERSIS No: 925037237500014	O2
Company	Heidelberg Cement AG	Çimsa Çimento Sanayi ve Ticaret AS Registration # 708500 MERSIS: 0257003524500307	Standart Cimento
Company	BLACKROCK		Standart Cimento
Company	Cementir NV	Izmir Çimento Fabrikası Türk A.Ş. Registration ID (Izmir) 20907-K-47 MERSIS 0257003253100019	Edirne Lalapasa Cement
Company	Norges Bank Investment Management		Edirne Lalapasa Cement
Company	Dimensional Fund Advisors LP		Edirne Lalapasa Cement
Company	BLACKROCK Fund Advisors		Edirne Lalapasa Cement
Company	Heidelberg Cement AG	Akçansa Çimento Sanayi ve Ticaret A.Ş Registration # 129269 MERSIS	Ladik Cement
Company	BLACKROCK		
Dogan	Aydin	Işıl Televizyon Yayıncılık A.Ş. Ticaret Sicil 429633	Star TV
Dogan	ISIL		
Dogan Boyner	Hanzade Vasfiye		
Dogan Faralyali	Yasar Begumhan		
Egeli	Belgin	Batıçım Batı Anadolu Çimento Sanayii A.Ş. (BTCİM) Registration ID: 29465 K-282 (Izmir) MERSIS No: 0150000304600010	Limas
Gunel	Fatma Meltem		
Ilkin	Sulun		
Izmiroğlu	Yildiz		
Kibar	Asim		
Kibar	Semiha	Assan Galvaniz San. ve Tic A.Ş Ticaret Sicil 181517 MERSIS: 0086001830600013	Standart Aluminium (NASAS)
Kibar	Ali		
Kibar	Aysun		
Kibar	Ahmet		
Konukoğlu	Abdulkadir	Çimsa Çimento Sanayi ve Ticaret AS Registration # 708500 MERSIS: 0257003524500307	Standart Cimento
Konukoğlu	Abdulkadir	Akçansa Çimento Sanayi ve Ticaret A.Ş Registration # 129269 MERSIS	Ladik Cement
Konukoğlu	Abdulkadir	Çimko Çimento ve Beton Sanayi Ticaret A.Ş Registration # 29641	Bartın Cement
Konukoğlu	Zekeriye		
Konukoğlu	Adil Sani		

Surname and First Name of the effective Beneficiary of the company which became the assignee of the assets of the Company					
Konukođlu	Fatih	MERSIS 0257036837400016			
Konukođlu	Hakan				
Konukođlu	Sami				
Konukođlu	Cengiz				
Konukođlu	Turgut				
Konukođlu	Sani				
Konukođlu	Abdulkadir	Batıçim Batı Anadolu Çimento Sanayii A.Ş. (BTCİM) Registration ID: 29465 K-282 (Izmir) MERSIS No: 0150000304600010	Limas		
Konukođlu	Zekeriye				
Konukođlu	Adil Sani				
Konukođlu	Fatih				
Konukođlu	Hakan				
Konukođlu	Sami				
Konukođlu	Cengiz				
Konukođlu	Turgut				
Konukođlu	Sani				
Merckle	Ludwig	Çimsa Çimento Sanayi ve Ticaret A.Ş. Registration # 708500 MERSIS: 0257003524500307	Standart Cimento		
Merckle	Ludwig	Akçansa Çimento Sanayi ve Ticaret A.Ş. Registration # 129269 MERSIS	Ladik Cement		
Ozdemir	Nihat	Limak Batı Çimento San.ve Tic. A.Ş. Siirt Registration ID: 83 Tax ID: 7700014386 (Siirt)	Gaziantep, Ergani, Sanliurfa Cement		
Ozdemir	Batuhan				
Ozdemir Kislali	Ebru				
Sabancı	Turkan	Çimsa Çimento Sanayi ve Ticaret A.Ş. Registration # 708500 MERSIS: 0257003524500307	Standart Cimento		
Sabancı	Omer Metin				
Sabancı	Dilek				
Sabancı	Sevil				
Sabancı	Serra				
Sabancı	Suzan				
Sabancı	Cigdem				
Sabancı	Turkan				
Sabancı	Omer Metin	Akçansa Çimento Sanayi ve Ticaret A.Ş. Registration # 129269 MERSIS	Ladik Cement		
Sabancı	Dilek				
Sabancı	Sevil				
Sabancı	Serra				
Sabancı	Suzan				
Sabancı	Cigdem				
Sabancı	Vuslat			Işıl Televizyon Yayıncılık A.Ş. Ticaret Sicil 429633	Star TV
Sabancı	Suzan			Direct	Arif Pasa Yalısı (Basintas)
Sahenk	Filiz	Işıl Televizyon Yayıncılık A.Ş. Ticaret Sicil 429633	Star TV		
Sahenk	Deniz				
Sahenk	Ferit				
Sahenk	Filiz	A Yapım Radyo TV Yapımcılık A.Ş. Ticaret Sicil: 470357	Kral TV & Kral FM		
Sahenk	Deniz				
Sahenk	Ferit				
Torun	Aziz	Torunlar Gayrimenkul Yatırım Ortaklığı A.Ş. Registration ID: 353242 MERSIS ID: 0946003285100019	Mecidiyekoy Land, Sistem Ticaret		
Torun	Mehmet Mustafa				

Surname and First Name of the effective Beneficiary of the company which became the assignee of the assets of the Company			
Unal	Fatma Gulgun	Batıçım Batı Anadolu Çimento Sanayii A.Ş. (BTCİM) Registration ID: 29465 K-282 (Izmir) MERSIS No: 0150000304600010	Limas
Yalcindag	Arzuhan	Işıl Televizyon Yayıncılık A.Ş. Ticaret Sicil 429633	Star TV
Zorlu	Zeki	ZORLU HOLDİNG A.Ş. Istanbul Registration: 267687 MERSIS: 0999003032400010	Mugla Gocek Island Turizm Endüstri Yatırım
Zorlu	Ahmet Nazif		
Zorlu	Olgun		

2. STATEMENT OF FACTS

18. As a preliminary, the Plaintiffs intend to specify immediately that the object of this dispute is not to challenge the prerogatives entrusted to TMSF by the Turkish legislator in the context of the performance of its missions, although these powers were strongly criticized (including and above all by MOTOROLA) as they appear to be extortionate and shocking for a constitutional state. This is not a trial against Turkish laws or an exceptional legal regime, no matter how criticizable. These proceedings relate to actions carried out outside of any legal framework, by the abuse of prerogatives provided by law in the circumstances presented below.
19. TMSF's allegations relating to the Difference alleged by TMSF in the deposits of IMAR BANK and the alleged misappropriation of funds related thereto are vigorously challenged by the Plaintiffs. The total of these allegations nevertheless do not form the object of this dispute.
20. At the same time, for the purposes of the case and the demonstration of TMSF's tortious liability for the actions committed to the detriment of the Plaintiffs, these latter parties intend to make a full presentation of the facts necessary for resolving this dispute.

2.1. The Difference alleged by TMSF in the deposits of IMAR BANK

21. In July 2003, TMSF alleged a substantial difference between the amounts of the deposits declared by IMAR BANK to the authorities, and thus insured under the deposit guarantee, and the actual amount of deposits made with this bank (the "Difference alleged by TMSF on IMAR BANK's deposits") (Exhibit 8).
22. The amount of the Difference alleged by TMSF on IMAR BANK's deposits has not been determined and still has not been crystalized to date. Over the years, it has evolved and increased, without any valid reason, up to improbable levels beyond any comprehension, while TMSF controlled IMAR BANK and had carried out all of the necessary audits. The amount of the Difference alleged by TMSF on IMAR BANK's deposits was initially estimated to € 3.670 billion in July 2003⁴, which was then increased to €

⁴ Exhibit 22, Page 3, clause 17.

4.279 billion in December 2003⁵, then to € 6.5 billion⁶, € 14 billion⁷ and finally to € 40 billion in October 2004⁸ (Exhibits 14, 22 and 24).

23. The absence of determination of the amount of the Difference alleged by TMSF on IMAR BANK's deposits is all the more abnormal and unlikely, since this amount should in principle correspond to the sums which TMSF, as deposit insurer, should have paid to the relevant depositors, so that TMSF should necessarily have a trace of it.
24. How is it possible that TMSF, on the basis of simple allegations, could have initiated recovery actions for the amount of the Difference alleged by TMSF on IMAR BANK's deposits without even having determined this amount?

2.2. The allegations of TMSF involving the Companies and the precautionary measures of 2003

25. TMSF alleged, in a **fallacious manner**, that the Companies served as a "transit platform" for the misappropriation of funds associated with the Difference alleged by TMSF on IMAR BANK's deposits.
26. TMSF argued, **without any demonstration or the least evidence**, that the Companies participated in these misappropriations, when there has never been any link, nor proof of any role or any participation of the Companies in the actions alleged by TMSF.
27. On the contrary, the court decisions submitted to the proceedings demonstrate, in civil and criminal cases, that the Companies never played the slightest role in the actions alleged by TMSF, which cannot therefore be attributed to them in any way.
28. Hence, without having any *prima facie* evidence, TMSF arbitrarily and unfairly involved these Companies in the Difference situation alleged by TMSF in the deposits of IMAR BANK, a statement of fact which the Turkish courts established and subsequently confirmed by decisions with the authority of *res judicata*.
29. It is important to point out that to date, TMSF has never demonstrated its allegations against the Companies or any link between these Companies and the Difference alleged by TMSF in IMAR BANK's deposits.
30. At that time, the Companies were commercial companies operating in various business sectors and were perfectly profitable. They reported substantial profits to their shareholders and the Plaintiffs, year after year (Exhibit 4).
31. TMSF secured a ruling for these companies to be subjected to **precautionary measures**, in order to avoid a dissipation of assets which could be related to the Difference alleged by TMSF in the deposits

⁵ Exhibit 22, Page 4, clause 21.

⁶ Exhibit 22, Page 30, clause 153.

⁷ Exhibit 24, Page 39, clause 72.

⁸ Exhibit 17, Page 92, footnote on page 122.

of IMAR BANK, in order to protect its rights as creditor and to prevent any fraudulent act, **but also and above all, in order to enable TMSF to prove its allegations.**

32. Multiple protective measures were then ordered at TMSF's request, as well as by injunctions ordered in the context of criminal proceedings (Exhibit 8).
33. These measures rested on **false allegations, which were never demonstrated, of assigning liability to the Companies** for the Difference alleged by TMSF in the deposits of IMAR BANK.
34. **Without the least evidence of any link between these Companies and the aforementioned bank and without ever demonstrating the involvement of these Companies**, TMSF considered that the Companies were used to divert funds corresponding to the Difference alleged by TMSF in the deposits of IMAR BANK, when these Companies never had any connection with the allegations concerning this bank and its situation.
35. As explained below, TMSF persisted in its false and unproven allegations against the Companies, going so far as to commit a serious abuse of its powers in such a way as to reach the assets of these companies which it captured fraudulently, **always without any demonstration or evidence of its allegations against the Companies.**

2.3. The powers extended by the law to TMSF

36. In this context, the Turkish legislator, under cover of a desire to improve the efficiency of recovery actions by TMSF, conferred extensive powers on TMSF. The aim of the legislator was to maximize the effects of TMSF's actions, since this would evidently have demonstrated and proven the allegations which they made against Companies whose liability would have been at stake.
37. These extended powers could only be used and applied **on condition that TMSF proved its allegations against the Companies, which it would never do!**
38. These broad powers result from:
 - Banking law 4389, authorizing TSMF to assume the control and management of companies controlled by a defaulting bank and of any company managed and controlled directly or indirectly by its shareholders, **for strictly conservative purposes, with the aim of preventing the dissipation of assets and in order to demonstrate the allegations of attributability to the companies** for the question of liability for the losses of the defaulting bank (Exhibit 9);
 - Law 6183, authorizing TSMF to recover debts by qualifying them as public debts, under strictly determined conditions which presuppose the **essential demonstration that the companies in question committed an unlawful act** with the effect of misappropriating funds, that is to say, on the **express condition of providing proof of the merits of the allegations** initially made in support of the protective measures. (Exhibit 10).
39. It should already be noted that not only has TMSF never demonstrated or proven the slightest link between the Companies and the Difference alleged by TMSF in the deposits of IMAR BANK in this case

but moreover, all of the civil and criminal decisions rendered in this case demonstrate, **on the contrary**, the complete lack of involvement of the Companies.

40. TMSF never made **any of the essential demonstrations** which would have allowed it to exercise the aforementioned extended powers.
41. In a very seriously illegal manner, **TMSF nevertheless went beyond this** lack of demonstration and evidence of its allegations, by abusing its powers in order to carry out a fraudulent capture of the assets of the Companies, as presented below.
42. The purely conservative nature of the measures which TMSF was authorized to take by virtue of Law 4389 clearly emerges from the presentation made by the Government of Turkey itself, in its observations of October 17, 2019 filed before the European Court of Human Rights, in the context of Case No. 54208/11, Tunç BURUŞUKOĞLU v. Turkey (Exhibit 11, page 18, clause 87 et seq.).
43. It is specified therein that Turkish law distinguishes two types of rights conferred on a shareholder, on the one hand, economic rights, including the right to dividends (as the owner of the shares entitled to participate in profits) and, on the other, the administrative rights relating to the governance of the company (management, control and management), including the right to participate in meetings and voting rights.
44. And the Turkish Government clarifies that TMSF's exercise of the prerogatives provided in Law 4389 above only gives it control strictly limited to the aforementioned administrative rights, to the exclusion of economic rights, which remain prerogatives of the shareholders, whose financial rights are not and should not be affected. There is therefore no interference or control of TMSF over these economic rights, which remain preserved, even in case of control of administrative rights by TMSF.
45. This presentation by the Turkish Government indisputably confirms that TMSF's exercise of extensive powers conferred on it by Law 4389 was solely intended to preserve the dissipation of assets.
46. In addition, it is fully established that TMSF could only dispose of the assets so preserved on the condition of implementing the strict conditions of Law 6183 which imposed the characterization of illegal acts attributable to the company forming the object of the protective measure, which necessarily includes the demonstration of the fault, damage, causal link and attributability of the whole to the relevant Company. These requirements have been confirmed by the court decisions with the authority of *res judicata*, which are submitted to the proceedings.
47. As indicated above, although the aforementioned Turkish laws are seriously challenged by the Plaintiffs and MOTOROLA (before its change of position), these laws do not form the object of this dispute or of the Plaintiffs' criticisms in the context of these proceedings.
48. They are nevertheless linked to the actions alleged by the Plaintiffs in this case, since TMSF is accused of having abused extensive powers granted to it by the laws, in order to carry out a fraudulent misappropriation of the assets of the Companies, outside the aforementioned legal framework.

2.4. The issuance of the first payment orders by TMSF at the end of 2003 and early 2004

49. On December 31, 2003, on the basis of an alleged Difference alleged by TMSF in the deposits of IMAR BANK and of **false and never demonstrated allegations of attributability to the Companies**, TMSF made a claim for payment No. 4031 against them, including TELSİM, for a total amount of 7,552,995,710,632,930 Turkish Lira⁹, or approximately 4,279 317,682 euros.
50. On January 20, 2004, TMSF issued a payment order under number 26 against the same Companies, even **though no evidence was provided that these Companies were liable** (Exhibit 12).
51. These companies systematically rejected these two payment orders since they were absolutely not involved in the Difference alleged by TMSF in the deposits of IMAR BANK, as demonstrated by the court decisions produced in this case.

2.5. The dismissal order, following the criminal complaint filed by TMSF

52. On January 7, 2004, TMSF filed a criminal complaint against the Companies in the hope of having a legal basis (based on the aforementioned Law 6183), for implementing recovery measures against the Companies to which TMSF wrongly attributed illegal acts (Exhibit 8).
53. Indeed, **without the judicial characterization** of such illegal acts, TMSF was unable to implement such measures against these Companies legally, since this characterization is a *sine qua non* condition of the forced recovery procedure provided by the aforementioned Law 6183. Indeed, TMSF could not implement the powers provided by this law without having previously established, by a court decision, the liability of the Company forming the object of the recovery measure, which necessarily assumed that the attributability to this Company of a fault, damage and a causal link underlying its liability could be demonstrated.
54. On January 21, 2004, the Public Prosecutor of Şişli issued a **dismissal order** against the Companies (Exhibit 8), noting the **lack of demonstration and proof of TMSF's allegations**.
55. This decision was indeed justified by the Prosecutor, who notably underlined that:
 - the audit report provided by TMSF in support of its complaint did not contain any conclusion demonstrating the participation of the Companies concerned by the protective measures in the alleged misappropriation, so that there was no question of any criminal liability of these Companies and, in any event, not even the least accusation had been made concerning the participation of the Companies in the misappropriation of the alleged funds;
 - the case file did not contain any evidence susceptible to permit the initiation of criminal proceedings against the cited Companies.
56. This dismissal decision was confirmed in May 2004, on a definitive basis, by the Istanbul Court of Appeal (Exhibit 8).

⁹ Lira or Turkish Lira.

2.6. The assumption of control of the Companies by TMSF in February 2004

57. TMSF then reacted by exercising the broad powers conferred on it by law, **again without any demonstration or proof of attributability to the Companies or any link between these Companies and the Difference alleged by TMSF in the deposits of IMAR BANK.**
58. By a resolution of February 13, 2004, TMSF first of all revoked the boards of directors and auditors of all of the Companies and replaced them by individuals whom TMSF itself appointed, thereby assuming the management and full control of all the Companies (Exhibit 13).
59. It is important to note that this decision of TMSF was taken by a simple resolution, without any judge or independent administrative authority being appointed to verify the legitimacy and legality of this Assumption of powers or the veracity of the allegations on the basis of which TMSF took such action.
60. This is a takeover provided by Turkish law, which is not criticized as such in this case in the present dispute, even if it is also vigorously challenged by the Plaintiffs, as it was by MOTOROLA (before its change of position).
61. This acquisition of control of the Companies by TMSF constitutes a reinforcement of the precautionary measures taken by TMSF against the Companies, with the stated purpose of avoiding a dissipation of assets which could be linked to the Difference alleged by TMSF in IMAR BANK's deposits, for the time that TMSF was able to provide proof of its allegations.

2.7. The surreptitious issuance and acceptance by TMSF of a new payment order in March 2004

62. On March 23, 2004, whereas TMSF was now in charge of the management of the Companies **and always without any demonstration or proof of attributability to the Companies or any link between these Companies and the Difference alleged by TMSF in the deposits of IMAR BANK**, TMSF issued a new payment order No. 24.03.2004/02-83/8373, for the same amount of 7,552,995,710,632,930 TL or 4,279,317,682 euros, with notable regard to the Companies. This payment order had a deadline of 7 days from the issue date.
63. On this occasion, this payment order was accepted by the Companies, then represented by TMSF, **once again when no demonstration or proof of attributability to the Companies or of any link between these Companies and the Difference alleged by TMSF on IMAR BANK's deposits had been provided.**
64. The acceptance of this payment order by TMSF, under these circumstances, which wished at any price to appropriate the proceeds of the assets of these Companies, marks the **starting point of** the fraudulent enterprise which TMSF carried out to the detriment of the Plaintiffs and shows the fraudulent intention in capturing the assets of the Companies outside of any legal framework and in infringement of fundamental rights.

2.8. The abuse by TMSF of its legal powers and the misappropriation of the assets of the Companies

65. Banking Law 4389, which governs TMSF's missions and powers, was amended several times between July 2003 and May 2005.

66. All of the legislative amendments were intended to extend TMSF's powers in order to prevent the dissipation of assets of natural or legal persons who could be held legally liable for the loss of a bank which TMSF should have guaranteed.
67. It was in this capacity that the law so amended allowed TMSF to assume the administrative management of certain companies in connection with banks whose banking license had been revoked, in order to avoid any dissipation of assets, while recalling that the economic rights of the shareholders of these companies had to be protected and preserved.
68. Whereas TMSF still had not provided any demonstration or proof of its allegations against Companies and while the Turkish courts had considered TMSF to be in error, in rejecting the liability of the Companies, TMSF implemented a massive fraud, by exceeding its powers.
69. Indeed, TMSF found itself backed into a corner. The protective measures which it had taken could not be maintained forever, especially in the absence of characterization of any unlawful act. Knowing that it would never have been able to prove and therefore benefit from the prerogatives of the laws to collect the least asset or any proceeds from the sale of assets of these Companies, TMSF thus decided to change strategy and engage in a perfectly illegal course, in infringement of any legal framework.
70. It was under these circumstances that TMSF decided to design and implement its fraudulent strategy, in order to exceed the stage solely of protective measures which could no longer be maintained, while capturing the value of the Companies unjustly and without proof.
71. **TMSF then decided to commit an abuse of authority with the effect of misappropriating the assets of the Companies, which precisely constitutes the object of this dispute.**
72. Indeed, TMSF misappropriated the broad powers granted to it by law to organize the capture of the assets of the Companies and to obtain the settlement of the payment orders which TMSF had issued against them and then accepted on their behalf, which were nevertheless unlawful, always without any demonstration or proof of attributability to the Companies or any link between these Companies and the Difference alleged by TMSF in the deposits of IMAR BANK, when TMSF knew that it was perfectly incapable of making this demonstration at this stage, as shown by the court decisions submitted to the proceedings and as confirmed by MOTOROLA itself (before its change of position).
73. Indeed, starting from the acquisition of control of the Companies, TMSF accumulated **two antagonistic capacities**:
 - TMSF had the capacity of a **savings deposit guarantee fund**. It was in this capacity that TMSF's "guarantee fund" (hereinafter, the "TMSF-fund") issued payment orders against the Companies for the amounts of the Difference alleged by TMSF on IMAR BANK's deposits.
 - TMSF also became the **manager of the Companies**. In this capacity, TMSF-"manager" (hereinafter "TMSF-manager") acted in their name and on their behalf, becoming the decision-making body of these Companies. It was in this capacity that TMSF accepted the payment order of March 2004, in the name and on behalf of the Companies.

74. In this situation, if TMSF had acted in accordance with laws requiring the preservation of shareholder economic rights, TMSF could in no way abuse its position so as to alter or infringe these economic rights. TMSF would nevertheless do the precise opposite!
75. Indeed, TMSF benefited from its accumulation of the two aforementioned qualities and its situation of “full powers” with regard to the Companies, which allowed it to act simultaneously in a situation of manifest conflict of interest:
- on the one hand, as creditor;
 - on the other, as representative of the debtor; and
 - as a prosecuting authority, since TMSF itself issued the enforceable titles which it had then accepted to the Companies over which it assumed control.
76. TMSF abused this situation in order to organize the diversion of the assets of the Companies to their detriment and to its benefit as creditor, **always without any demonstration or proof of attributability to the Companies or any link between these Companies and the Difference alleged by TMSF in the deposits of IMAR BANK.**
77. Under these exceptional circumstances of “full powers” and when TMSF should have respected the limits of its legal prerogatives restricted solely for precautionary purposes, **TMSF exceeded its powers and, contrary to the law, triggered capture operations of the assets of the Companies** by fraudulent maneuvers, consisting materially of (Exhibit 18):
- Issuing payment orders, as TMSF-funds acting as a prosecuting authority, in order to accept them itself as an TMSF-manager;
 - Accepting, as TMSF-manager, on behalf of the Companies, the payment order which it had itself issued as TMSF-fund, under conditions similar to the exercise of a form of constraint over the Companies;
 - Preventing, as TMSF-manager, any dispute and any recourse by the Companies against this payment order;
 - Deciding, as TMSF-manager, to realize the assets of the Companies through sales, some of which gave rise to calls for tenders, in order to satisfy the payment order so accepted;
 - Transferring, as TMSF-manager, the proceeds of these sales of assets and thereby deploying, by diverting them, the funds to pay the amounts covered by the payment order issued by TMSF-fund;
 - *Ultimately* benefiting as TMSF-fund from the proceeds of the said asset transfers, by depriving the ultimate economic beneficiaries of the Companies of their value and their economic rights.
78. It should be noted that the implementation of the realization of the assets only started when the collusion between MOTOROLA and TMSF was established and materialized, as explained in more detail below.

79. In certain cases, the actions of TMSF-manager reached their paroxysm when TMSF-manager took the decision, on behalf of Companies, to sell certain assets to TMSF-fund, which then found itself the owner of the said assets with a view to reselling them, thus taking advantage of substantial capital gains (Exhibit 18).
80. In these extreme situations, TMSF thus accumulated the capacities of prosecuting authority, creditor, representative of the debtor and beneficiary of the proceeds of this fraud, acting knowingly, and therefore also as a receiver of assets.
81. It was in this way that TMSF was able to divert the assets of the Companies, with complete impunity and without any control in the absence of any opposing power, **always without any proof of attributability to the Companies and without any link whatsoever between these Companies and the Difference alleged by TMSF in the deposits of IMAR BANK**, on the contrary, the court decisions submitted to the proceedings definitively demonstrate the total absence of involvement of the Companies.
82. The Companies, now under the management of TMSF, have been led to accept the maneuvers for complete dispossession to which they were subjected, with their manager himself being the representative of their creditor, after acting as the prosecuting authority!
83. This incredible and clearly illegal situation is similar on every point to an abuse of power.
84. As shall be demonstrated in the “discussion” section below, the Turkish courts denounced TMSF, in a scathing manner, by dismissing all civil or criminal proceedings which had been brought, in an attempt to assign liability to the Companies for the Difference alleged by TMSF in IMAR BANK’s deposits, when these allegations were fallacious and were not based on any evidence.
85. All court decisions, with the authority of *res judicata*, which are submitted to the proceedings, demonstrate that TMSF-fund’s actions were devoid of any legal basis, since TMSF did not observe the legal conditions which allowed it to implement enforcement measures and that in so doing, in addition to its powers limited solely for precautionary purposes, TMSF necessarily acted unlawfully and hence abusively, outside of any legal framework, in infringement of fundamental principles, such as the right to a fair trial, the adversarial principle, the right to a judge and to an effective remedy, freedom of trade and the protection of the right of ownership (Exhibit 14).
86. This fraudulent strategy for capturing the assets of the Companies and its implementation were instigated and supported by MOTOROLA in the context of a fraudulent and concerted collusion in fraudulent misappropriation committed *ultimately* to the detriment of the Plaintiffs and more broadly of the UZAN Family, confided to an “association of villains”.
87. TMSF and MOTOROLA reciprocally decided to “close their eyes” to the actions of the other party, which were fully known to be illegal, in order to benefit mutually from these actions.

2.9. The concerted strategy of fraudulent misappropriation established by TMSF and MOTOROLA

88. In order to understand MOTOROLA's decisive involvement in the fraudulent capture of the assets of the Companies by TMSF, it is necessary to understand the relations between MOTOROLA, TMSF, the Turkish Government and the UZAN family.
89. MOTOROLA and TELSIM, one of the Companies, entered into contractual agreements in 1998 relating to loans granted to TELSIM to finance the acquisition of telecommunications licenses and equipment.
90. In response to a default by TELSIM, MOTOROLA undertook to recover the balance owing and had its receivable of 1,803,089 316,57 US dollars (USD) in principal set on two occasions:
 - on the one hand, by a U.S. judgment of 2003 against the UZAN Family on a tortious basis (Exhibit 19): It should be noted that this judgment was rendered on the basis of a presumption which proved to be totally false, according to which, TELSIM was entirely worthless, which would be completely contradicted by the sale of TELSIM to VODAFONE for a price of US\$ 4.5 billion, and by the ICSID arbitration decision in the Kartel case, and
 - on the other hand, by an Award of the Swiss Arbitral Tribunal of 2005 against TELSIM on a contractual basis (Exhibit 20).
91. Through these two enforceable titles, MOTOROLA became a competitor, which could be fatal for the implementation and execution of the fraudulent capture plan envisaged by TMSF.
92. On the strength of this U.S. judgment with convictions for a total amount of several billion US dollars and its recognition in Turkey, MOTOROLA was able to undertake all recovery measures against the assets of each member of the UZAN family, including their shareholdings/shares in the various Companies.
93. This position was likely to compromise seriously all of the fraudulent capture plans of TMSF, which needed to be in full administrative control of the actions of these Companies and their management. Moreover, by its arbitral award against TELSIM, then under the control of TMSF, MOTOROLA was also a leading competitive of TMSF, concerning all of the possibilities for recovery of assets against this latter party.
94. Lastly and above all, MOTOROLA also had a fatal weapon against TMSF and the Republic of Turkey, in that it had a judicial forum through the bilateral investment treaty between the United States and the Republic of Turkey for exposing all illegal practices and fraudulent and expropriating maneuvers of TMSF and the Republic of Turkey in the context of their desire to misappropriate TELSIM's assets and therefore of the Companies on the basis of pure allegations by TMSF on the deposits of IMAR BANK.
95. In the context of attempts to recover its receivables in Turkey, MOTOROLA then broadly opposed the Turkish Government and TMSF for having enacted laws conferring extensive powers of TMSF considered as illegal and challenged the implementation of these laws. MOTOROLA also challenged the implementation in the context of the attempts to recover the Difference alleged by TMSF in the deposits of IMAR BANK against the Companies (including TELSIM).
96. It was in this context that MOTOROLA initiated an international arbitration procedure with ICSID against the Republic of Turkey which, if it had been successful, would have had devastating effects for

TMSF and the Republic of Turkey whose liability in the fraudulent capture of the assets of the Companies would have been exposed to the light of day by an international arbitration award recognized and enforceable in Turkey. (Exhibit 5).

97. Lastly, TMSF was well aware that, even if MOTOROLA had decided not to seize the shares of the members of the Uzan family in the Companies within the framework of the execution of the US judgment, no company would have taken the risk of acquiring the assets of the Companies knowing that MOTOROLA could intervene and above all, that ICSID proceedings were ongoing with the consequence of exposing the illegality of this fraudulent capture and therefore of exposing the acquiring parties to serious consequences, as is the case in this action. By way of example, Vodafone, which had been interested in the takeover of TELSIM's assets since 2004, did not intend to take this risk until the illegal agreement between MOTOROLA and TMSF was sealed in October-November 2005.
98. MOTOROLA's recovery actions and the ICSID proceedings initiated by MOTOROLA threatened TMSF's chances of success in its fraudulent capture plan and conversely, TMSF's actions threatened the chances of success of MOTOROLA's recovery actions in Turkey.
99. Indeed, in parallel fashion, TMSF had leverage over MOTOROLA due to its acquisition of the control and management of TELSIM and because it had challenged MOTOROLA's willingness to recover its receivable against TELSIM.
100. Through TMSF, TELSIM had criticized MOTOROLA's receivables, because it had had the same indemnity claim set twice in court and the "joint and several liability" between the two debts arising from the same indemnity claim subject to Swiss law entailed an offsetting of associated debts, via a correlative extinguishing mechanism, by virtue of which, the payment by way of one of the two debts legally entailed the corresponding extinction of the other debt.
101. TMSF thus maintained that any amount recovered by MOTOROLA pursuant to the US judgment would, by this principle of joint and several liability, prevent MOTOROLA from recovering these same amounts against TELSIM's assets, thereby obliging MOTOROLA to reflect on its method of recovery and its consequences.
102. TMSF thus created a dilemma for MOTOROLA when considering recovery through a seizure of the shareholdings/shares of members of the Uzan family in the Companies, since any recovery through this mechanism would decrease *pro rata* the right and therefore the possibility for MOTOROLA to recover an equivalent amount from TELSIM's assets.
103. It should be noted that MOTOROLA lost on this point in the context of the arbitration proceedings before the Zurich Chamber of Commerce (ZCC), since the arbitral award recognized the applicability of this joint and several liability mechanism provided by Swiss law.
104. It should be noted that TSMF's nuisance capacity regarding MOTOROLA also stemmed from the situation of management and control of the Companies by TMSF, which had seized the administrative rights of the shareholders of the Companies, within the framework of precautionary measures described above. On account of this, MOTOROLA was likely to suffer hindrances from TMSF, even in the event of seizure of the shares of the Companies, since TMSF would have pursued the exercise of

the said administrative rights and would therefore have thwarted the actions of MOTOROLA, which, through its seizures, would only have benefited from prerogatives attached to the economic rights.

105. Securing a prior agreement with MOTOROLA was therefore an essential condition for TMSF to take action against the Companies. Without such an agreement, TMSF would necessarily have seen its actions hindered by MOTOROLA as described above.
106. For this reason, in 2005, MOTOROLA, the Government of Turkey and TMSF decided to find common ground, which resulted from a genuine “association of villains”. Indeed, MOTOROLA authorized all of the illegalities envisaged by TMSF for executing its fraudulent capture plan without challenge and TMSF in return, without dispute and without any interference, authorized the infringement of the principle of joint and several liability, in order to allow MOTOROLA to recover much more than it was entitled to in a fraudulent manner.
107. This association of villains gave rise to a contract which, while “doctored”, highlighted the points listed above. In concrete terms, in return for the purchase by a Turkish bank (fully controlled by TMSF) of MOTOROLA’s receivable, this latter party abandoned any dispute, criticism and claim concerning the laws and methods of fraudulent capture of the assets of the Companies by the abuse of powers provided by these same laws (Exhibit 21).
108. MOTOROLA made a commitment to allow free rein to TMSF’s fraudulent maneuvers, thereby becoming unquestionably complicit in TMSF (and conversely) by:
 - waiving all of its claims, complaints and pretensions against the Government of Turkey and TMSF, which form the object of the arbitration proceedings which had initially been brought by MOTOROLA before the ICSID;
 - waiving the assertion of any claim, right or receivable likely to prohibit or interfere with the sale in the Republic of Turkey by TMSF of all of the Companies or their assets and not to challenge the results of this sale.
109. In addition to simply leaving free rein to TMSF in the exercise of its “full powers” within the Companies, MOTOROLA instigated and strongly encouraged TMSF to proceed with the realization of the assets of these Companies.
110. Indeed, MOTOROLA’s commitments and waivers were made under the express condition that TMSF did not release the Companies from any liability and that TMSF brought prosecutions (recourses) qualified as “substantial” against them and this for a period of at least 5 years.
111. For its part, the Turkish bank and TELSİM (then fully controlled by TMSF) never challenged the infringement of the principle of joint and several liability by MOTOROLA in its foreign action for the recovery of the convictions resulting from its US judgment, when the whole of its receivable had been irrevocably sold and assigned, for a total price of 910 million US dollars, thereby allowing MOTOROLA to continue to collect illegally and fraudulently beyond the sale price for a right of recovery of a debt which no longer belonged to it and any additional amount which, moreover, no longer existed.

112. In this way, MOTOROLA, against the unlawful advantages granted by TMSF, as indicated in the previous paragraph, and in full knowledge of the irregularities and illegalities of TMSF's practices and fraud against the Companies, actively participated in this fraud by partnering with TMSF in order to organize jointly the recovery of their respective alleged claims against the Companies by the fraudulent capture of their assets.

2.10. The fraudulent capture of the assets of the Companies by TMSF-manager for the sole benefit of TMSF-fund

113. Starting from the collusion between MOTOROLA, TMSF and the Government of Turkey, TMSF-manager triggered the sale of the assets of the Companies, to itself, to MOTOROLA or to other purchasers and this in a fraudulent manner by abusing the legal prerogatives conferred on it with a strict protective purpose (Exhibit 18).
114. TMSF clearly acted abusively and fraudulently by misusing its powers.
115. The sale of these assets, organized by TMSF with the instigation and incentive of MOTOROLA, allowed the TMSF to recover, in a seriously unlawful manner, a **total amount of 7,614,190,000 US Dollars (USD), withdrawn without any justification against the Companies, by way of payment of the payment orders which TMSF had issued in the name of the Companies, without any evidence and without any basis, as the Turkish courts shall judge (Exhibits 14 and 18).**

2.11. The wrongful participation of purchasers in the fraudulent capture of the assets of the Companies

116. It should be added that the purchasers and their economic beneficiaries (hereinafter, the "Purchasers") of the assets of the Companies fraudulently sold by TMSF-fund were fully informed of the legal risks associated with these sales of assets.
117. All of the economic beneficiaries of the companies acquiring the assets are **particularly well-informed investors and professionals**. They could in no way have been unaware of the perfectly fraudulent circumstances of the sales of assets organized by TMSF or of the fate of the proceeds of the disposals which would be diverted in favor of the repayment of TMSF's claim and therefore in order to serve the sole interests of this party.
118. In addition, a series of public announcements relating to the illegal nature of these sales of assets were published worldwide in large-print publications, such as the Herald Tribune - New York Times, the Wall Street Journal, die Neue Zürcher Zeitung, Cumhuriyet Gazetesi and others (Exhibits 24 and 25).
119. Several transactions were even granted by TMSF under entirely abnormal or derisory price conditions, causing the sale of the assets of the Companies at prices far below their market value (Exhibit 18).
120. With regard to the public and well-known nature of TMSF's missions, its full powers within the Companies, court decisions canceling the payment orders and the more global context targeting the Uzan family, the Purchasers could in no way have been unaware of the circumstances in which TMSF realized the assets of the Companies.

121. As shall be demonstrated, these Purchasers thus manifestly acted in full knowledge of the facts and at their risks and perils.

2.12. The damage to the Plaintiffs

122. The sale of the activities and assets of the Companies by TMSF-manager, to secure payment of unfounded and unlawful public debts from TMSF-fund caused colossal damage to the Plaintiffs, as the ultimate economic beneficiaries.
123. Due to the fraudulent collusion between TMSF and MOTOROLA and TMSF's abuse of its prerogatives, the Plaintiffs were in fact deprived of the value of the activities and assets illegally sold by TMSF, including the loss of the operating income of the Companies, which were prosperous and profitable (Exhibit 18).
124. This damage represents the current market value of the activities and assets sold by the Companies under the management of TMSF, including the dividends already generated by these activities and assets for the last 19 years, as well as the present and future dividends generated by these activities and assets today held by third parties, currently representing more than **68 billion US dollars** (Exhibit 18).
125. The Plaintiffs, resident in France and therefore obliged to receive their dividends in France where they have their tax residence, are entitled to obtain compensation for the damage caused by TMSF's fraudulent actions and practices in collusion with MOTOROLA, with the wrongful participation of each of the Purchasers in the assets of the Companies.

II. DISCUSSION

1. ON A PRELIMINARY BASIS

1.1 The territorial jurisdiction of the French courts

126. Article 6 of the section “*general provisions*” of European Regulation No. 1215/2012 of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, provides that:

*“1. If the **defendant is not domiciled in the territory of a Member State**, in each Member State, the **jurisdiction** shall be **governed by the law of that Member State**, subject to the application of article 18(1), article 21(2) and articles 24 and 25.*

*2. **Any person**, regardless of nationality, who is **domiciled in the territory of a Member State may, like nationals of that Member State**, invoke in that Member State against that defendant the **rules of jurisdiction in effect** therein and notably those which Member States must notify to the Commission by virtue of article 76(1)(a).”*

127. In tort matters, article 46 of the Civil Code offers the Plaintiffs the possibility to apply, in addition to the jurisdiction of the place where the defendant remains, “*the jurisdiction of the place of the injurious event or the that within which the damage was suffered.*”.
128. In this case, at least part of the financial loss suffered by the Plaintiffs, in their capacity as the ultimate economic beneficiaries of the Companies, is in France, since they are deprived of the fruits of the activity of these companies and are victims, each year, of the complete privation of the dividends which they could have expected.
129. France is indeed the place where the Plaintiffs carry out their “activity” in the capacity of economic beneficiaries of the Companies, so that the damage has been and is still suffered in France, where this capacity of shareholder is exercised, in their capacity as natural persons resident in France.
130. The French court order therefore has jurisdiction *rationae loci* by virtue of these damages occurring in France and therefore to hear the entire dispute, by way of all of the losses suffered, in accordance with the case law of the Court of Cassation.¹⁰
131. In the alternative, among the rules of territorial jurisdiction in effect within France and which benefit persons of French nationality are article 14 of the French Civil Code , which provides that:

*“a foreigner, even if non-resident in France, may be summoned before the French courts for the performance of the obligations contracted by him in France with a French person: he **may be brought before the courts of France for the obligations contracted by him in foreign countries towards French persons.**”*

¹⁰ Court of Cassation, 2nd Civil Chamber, June 11, 1997: JCP G 1997, IV, 1638. - Court of Cassation, Social Chamber, January 22, 2014, No. 12-27.478.

132. It follows from the combined application of the European regulations and of the aforementioned article 14 that any foreigner whose domicile is located in France is considered to be French regarding the possibility of invoking article 14 of the Civil Code as a basis for the international jurisdiction of the French courts, when the defendant is not domiciled in the territory of a Member State of the European Union.
133. Indeed, the solution in principle is that a person domiciled in France must be able, regardless of his nationality, in a dispute against a defendant domiciled outside of the European Union, to rely on article 14 of the Civil Code as a person of French nationality could do.
134. In this case, the Plaintiffs are certainly of foreign nationality, but have all had their domicile in France and this for several years (Exhibits No. 1 and 2). The seat, domicile or residence of each defendant is located outside the territory of a Member State of the European Union.
135. The Court shall therefore uphold the international territorial jurisdiction of the French courts in this case.

1.2 The territorial jurisdiction of the Court of Justice of Paris

136. In the area of internal territorial jurisdiction, article 42, paragraph 3 of the Civil Procedure Code, applicable by extension to international order as provided in the aforementioned case law and European regulation, provides that:

*"If the defendant has no known domicile or residence, **the claimant may refer the matter to the court of the place where he resides or that of his choice if he or she lives abroad.**"*

137. Consequently, since defendants reside abroad, the Plaintiffs are entitled to refer the matter to the Court of Justice of Paris, the jurisdiction of their choice and, in addition, the jurisdiction of the place where they are resident.
138. Consequently, the Court shall retain its internal territorial jurisdiction to hear this dispute.

1.3 The absence of immunity from jurisdiction due to the nature of the actions of TMSF-manager

139. TMSF could not in any way benefit from any immunity from jurisdiction in this case, which calls into question the liability of **TMSF-manager**.
140. Indeed, immunity from jurisdiction does not have an absolute scope and does not necessarily and automatically benefit a legal person governed by foreign public law on the sole ground that it has this capacity.
141. The extent of immunity from jurisdiction was defined by the Joint Chamber of the Court of Cassation in a judgment of June 20, 2003.
142. According to the principles of customary international law recalled by the established case law of the Court of Cassation:

"foreign states and bodies which constitute an emanation of the same shall only benefit from immunity from jurisdiction, insofar as the act giving rise to the dispute participates, by its nature or

purpose, in the exercise of the sovereignty of these States and is therefore not an act of management."¹¹

143. This case law was recently confirmed by a decision of the First Civil Chamber of the Court of Cassation of March 3, 2021.¹²
144. In this particular case, as has been demonstrated, TMSF has been involved and prosecuted in these proceedings with regard to its actions as manager of the Companies, i.e. in the context of **legal relations governed by private law.**
145. It is obvious that in this capacity, TMSF did not exercise prerogatives falling under the sovereignty of the Turkish State, even if only because of the necessary preservation, as manager of companies, of the interests of their shareholders, whose economic rights had to be respected.
146. TMSF is thus being prosecuted by way of activities and actions relating to a private law relationship, exclusive of the exercise of any prerogative of a public authority.
147. TMSF itself has indisputably acknowledged that the disputed acts are management acts, pursuant to the aforementioned case law.
148. Indeed, in the context of arbitration proceedings before the ICSID and a case before the ECHR, TMSF asserted the following arguments, bearing in mind that the claims of the applicants RUMELI and TELSİM below were made by these companies represented by TMSF-manager, which controls them on this date (Exhibit 15):

"184. According to the Plaintiffs, today, Rumeli and Telsim:

- *remain legal entities incorporated in Turkey;*
- *remain commercially registered legal entities;*
- *have employees and own assets;*
- *have full legal capacity*
- *pay social security contributions and taxes and are not immune from compulsory enforcement;*
- ***are not held but are simply managed by TMSF."*** ;

"195. With regard to the letter from Dr. Yasar Akgün, vice-president of Rumeli, to VimpelCom, stating that Rumeli was now a "State enterprise", it in no way constitutes an admission of the assimilation of the Plaintiffs Rumeli and Telsim into the Turkish State for the purposes of jurisdiction. It is rather a simple statement that the TMSF was naturally involved as the managing authority of the Plaintiffs.";

"211. According to the Plaintiffs, even if TMSF were the "true party" to this dispute in one way or another, the court would in all likelihood still have jurisdiction to hear it. Indeed, as Mr Broches indicated in his article, an entity held by the State may be regarded as a national of another Contracting State unless he acts as an agent of the government or performs a essentially governmental function.

¹¹ Court of Cassation, Mixed Chamber, June 20, 2003, No. 00-45.629; Court of Cassation, First Civil Chamber, March 9, 2011, No. 09-14.743; Court of Cassation, First Civil Chamber, July 12, 2017, No. 15-29.334.

¹² Court of Cassation, First Civil Chamber, March 3, 2021, No. 19-22.855.

“212. In the only ICSID case in which this situation was discussed, namely the case of CSOB, 15 it was decided that **the only determining factor is the nature of the activities of the relevant entity**: “If there is no doubt that in carrying out the above activities, the CSOB promoted government policies or objectives, the activities themselves were essentially commercial rather than governmental.” In addition, the CSOB court went even further and argued that the standing as claimant of a state entity by virtue of article 25 of the ICSID Convention should be examined not on the basis of the acts and function of the state entity in general, but rather **on the basis of its acts and its function with regard to the actual dispute under consideration.**”

“213. In this regard, the Plaintiffs underline that the Defendant misinterpreted their position by stating that “the test formulated by Broches and applied by the CSOB court would be entirely devoid of meaning if the question was one of knowing whether it was a essentially governmental function to bring proceedings.” Indeed, the Plaintiffs do not argue that the Broches test, as applied by the CSOB court, would give the court jurisdiction whenever a state agency initiates a lawsuit. The point is rather that following ImarBank’s banking violations, the TSDIF appointed directors for Rumeli and Telsim. **These new managers continued to manage Rumeli and Telsim as telecommunications companies.** In April 2003, **as any commercial entity faced with expropriation of a valuable asset would do**, the former Rumeli and Telsim executives wrote to the defendant, stressing that they intended to refer the dispute to the International Centre for the Resolution of Investment Disputes. When the former Rumeli and Telsim management was **replaced by a management appointed by the TMSF, the new managers simply executed the business plans of the former management** to submit the dispute between Rumeli and Telsim and Kazakhstan for final settlement to the ICSID. The managers appointed by the TSDIF have not exercised any particular prerogatives to realize the “firm intentions” of previous managers.”

“214. According to the Plaintiffs, the case of the Cayman Islands TMSF v. Wisteria Bay cited by the Defendant in this context is **entirely irrelevant** for the following reasons:

- in this case, TSDIF was a party to the proceedings; and
- **TSDIF exercised special privileges** in order to confiscate assets.’

149. In this way, according to the declarations of TMSF-manager itself, it has no special privilege and therefore does not exercise a prerogative of public authority in its capacity as TMSF-manager, but merely manages the Companies, as the former management did, by limiting itself to the exercise of normal powers within the framework of normal commercial management.
150. With regard to the purely commercial nature, which is thus solely subject to private law, of the activities of TMSF, as manager of the Companies, the Court can only dismiss all of the arguments by which TMSF would attempt to claim the benefit of immunity from jurisdiction.

2. IN A PRINCIPAL CAPACITY: THE ACTION FOR TORTIOUS LIABILITY

2.1. The application of the conflict of law rule

151. Regulation (EC) No. 864/2007 of the European Parliament and of the Council of July 11, 2007 on the law applicable to non-contractual obligations (the “Rome II Regulation”) applies, in situations involving a conflict of laws, to non-contractual obligations relating to civil and commercial matters.
152. It thus applies to civil liability claims. Its article 4 provides that:

*“1. Unless otherwise provided in these regulations, **the law applicable** to a non-contractual obligation resulting from a harmful event is **that of the country where the loss occurs**, regardless of the country or the event giving rise to the damage and regardless of the country or countries in which indirect consequences arise. (...)”*

153. In this case, the fraudulent actions pursued by the Plaintiffs were committed in **Turkey**, where the damage resulting from the faults committed by TSMF, MOTOROLA and the other defendants occurred, by the fraudulent capture of the assets of the Companies.
154. Turkish law is therefore applicable to the merits of this dispute, which is aimed at compensation for damage occurring in Turkey.
155. With regard to the damage suffered after the realization of the assets of the Companies, consisting of the deprivation of the proceeds that these Companies would have produced, this damage occurred in France, the place of residence of the Plaintiffs, who were the economic beneficiaries of the Companies.
156. French law, in particular Articles 1240 and 1241 of the French Civil Code, is therefore applicable to the merits of this dispute, in that it refers to compensation for damage occurring in France.

2.2. The fundamental rights provided by the European Convention on Human Rights

157. Turkey is a party to the Convention for the Protection of Human Rights and Fundamental Freedoms, commonly referred to as the European Convention on Human Rights (ECHR), the international treaty signed by the Member States of the Council of Europe, and to Protocol No. 1 to this Convention.
158. Turkey ratified this Convention and the Additional Protocol on May 18, 1954.
159. Turkish law therefore includes, at one of the highest levels of its hierarchy of standards, the fundamental rights and freedoms provided in this Convention and this protocol, notably including:
 - The **right to a fair trial**, notably including the right to respect **the adversarial principle**, provided in article 6(1) of the ECHR:

“Every person has the right to a fair hearing of his case, in public and within a reasonable time, by an independent and impartial court established by law, which will decide, either challenges to his rights and obligations of a civil character, or the well-foundedness of any charge in a legal manner directed against him. The judgment shall be issued publicly, but access to the courtroom may be prohibited for the press and the public during the whole or part of the procedure in the interests of morality, public order or national security in a democratic society, where the interests of minors

or the protection of the private life of the parties to the procedure so require, or to the strictly necessary extent by the court, when, in exceptional circumstances, the publicity is likely to affect the interests of the courts.”

- The **right to a judge and to an effective remedy**, provided by article 13 of the ECHR:

“Any person whose rights and freedoms recognized in this Convention have been violated has the right to an effective remedy before a national body, even though the violation was committed by persons acting in the performance of their official duties”.

- The **prohibition on any discrimination**, provided by article 14 of the ECHR:

“The enjoyment of the rights and freedoms recognized in the present Convention shall be guaranteed, without distinction, in particular, based on sex, race, color, language, religion, political opinions or any other opinions, national or social origin, membership of a national minor, wealth, birth or any other situation.”

- **Protection of property**, provided in Article 1(1) of the aforementioned additional protocol:

“Any natural or legal person shall have the right to respect of his property. No one may be deprived of his property solely because of public utility and under the conditions provided by law and the general principles of international law.”

2.3. The rules of Turkish law applicable to the merits

160. According to Turkish law, the infringement of one of these fundamental rights is likely to characterize a tortious fault incurring the civil liability of its author.
161. Turkish law even provides for a radical consequence in such an event: all acts resulting from this serious infringement are regarded as non-existent. This non-existence extends to all subsequent acts.
162. Indeed, the seriousness of this infringement is such that the legal acts associated with or resulting from it are **“non-existent”** because they are **completely devoid of a legal basis** in law, with this even a situation of total lack of legal basis due to the seriousness of the infringement in question.
163. Indeed, in such a case, the disputed legal act is deprived of an essential element which makes it purely and simply invalid.¹³
164. A legal action for non-existence has an absolute character, it may be brought by any person, whether this relates to the parties to the legal act in question or third parties who suffer damage as a result of this non-existence.¹⁴
165. The action on the grounds of non-existence is not subject to any limitation period and may therefore be brought at any time.

¹³ Mehmet Bahtiyar, Corporations Law, p. 196

¹⁴ 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.

166. All of the rules relating to the action in existence are mainly based on Turkish case law and doctrine.
167. For example, in the event of a manifest or serious breach of fundamental rights and freedoms, the case law of the Turkish High Courts considers that the act in question is manifestly incompatible with the law and that it is therefore affected by a lack of existence, which may be characterized by a court at the request of the victim.
168. Turkish case law considers that the manifest or serious violation of fundamental rights and freedoms necessarily constitutes an offense for which compensation may be sought before the Courts.
169. It is not necessary for the non-existence of the act in question to be pronounced in advance by a court to bring proceedings for compensation for the damage suffered as a result of the manifest or serious violation of fundamental rights and freedoms.
170. Lastly, the absence of a legal act notably has two main consequences: on the one hand, all subsequent acts are vitiated by the same non-existence (by being hit “in a cascade” or by a “domino effect”) and, on the other, the victims of this non-existence shall be returned to the state prior to the act, which presupposes that reimbursements are made, including by the award of damages by way of compensation for the damage suffered.
171. Moreover, Turkish law provides for an action for tortious liability, the conditions of which are very similar to those provided in French law. A wrongful act incurs the liability of the person by whose fault it occurred and obliges it to compensate the victim for the damage suffered by this latter party.
172. This wrongful act may consist of an infringement of the fundamental principle of adversarial proceedings, the right to a fair trial or the right to property, which constitute fundamental rights, notably protected by the Convention for the Protection of Human Rights and Fundamental Freedoms signed by the Member States of the Council of Europe, including Turkey.

2.4. The rules of French law applicable to the merits

173. Under French law, the action for extra-contractual liability (tortious) is based on article 1240 of the Civil Code, which provides that:

“Any human action which causes damage to others, obliges the party for whose fault compensation is due”

174. This provision establishes the non-contractual (tortious) liability regime under French law.
175. Indeed, according to well-established case law, the exercise of a right may constitute a fault when the holder of this right makes a use of it detrimental to another party with the aim of causing harm.¹⁵

¹⁵ Court of Cassation, 2nd Civil Chamber, November 26, 1953: D. 1956. 154, note by Friedel.

176. A creditor may thus commit an abuse of law in the recovery of its receivable, when it exceeds the limits of its right of receivable, with this recovery not exceeding what is necessary for the payment of the obligation, as our recalled by case law and Article L. 111-7 of the Code of Civil Enforcement Procedures.¹⁶
177. When the creditor implements legal actions for recovery, in principle, the exercise of its legal action constitutes a right.
178. However, such an action may degenerate into abuse and therefore constitute a wrongful act giving rise to a claim for damages in the case of malicious conduct, bad faith or a gross error equivalent to fraud.¹⁷
179. The Court of Cassation judges that “*a creditor who acts belatedly, but within the limitation period, in collecting his claim does not commit any fault, **except for abuse in the exercise of his right***”.¹⁸
180. In the same way, when the creditor enforces a court decision, this enforcement measure does not, in principle, constitute an abuse.
181. However, by way of exception, such an enforcement measure may degenerate into an abuse if it is proven that the creditor has committed a fault.¹⁹
182. In this way, when a creditor commits an abuse of rights by acting in bad faith, whether maliciously or recklessly, it shall be ordered to compensate the loss suffered by the debtor pursuant to the rules of the common law of civil liability.
183. The debtor’s damage will result most of the time from the financial loss suffered, but also from the loss of credit to third parties, including reputational damage.

2.5. The faults attributable to the defendants and incurring their civil liability in tort

2.5.1. Preliminary remarks

184. First of all, it should be observed that the Difference alleged by TMSF in the deposits of IMAR BANK on which all payment orders are based and the fraudulent capture of the assets of the Companies has never been established either by TMSF, either as to whether it exists or in its amount, in addition to the fact that its estimated amount has constantly evolved in a completely unpredictable manner.
185. How did TMSF believe that in the presence of a non-crystallized and also evolving amount of such a claim it could bring actions for recovery purposes?

¹⁶ Court of Cassation, 2nd Civil Chamber, May 10, 2007, No. 05-13.628.

¹⁷ Court of Cassation, 2nd Civil Chamber, January 11, 1973: Gaz. Pal. 1973. 2. 710; Court of Cassation, 2nd Civil Chamber, February 18, 1970: D. 1970. 429; COM. July 4, 1995, no- 93-17.969 P; Court of Cassation, 1st Civil Chamber, July 18, 1995, No. 93-14.485 P; Court of Cassation, 3rd Civil Chamber, October 10, 2012, No. 11-15.473 P.

¹⁸ Court of Cassation, Commercial Chamber, November 2, 2016, No. 14-29.723 P: D. 2016. 2276.

¹⁹ Court of Cassation, 2rd Civil Chamber, October 17, 2013, No. 12-25.147: RDBF 2014, No. 18, note by Piedelièvre.

186. What is the explanation for the fact that TMSF issued several successive payment orders, constituting enforceable titles, for an identical and very substantial total amount, claiming this amount, in its entirety, from each of the Companies which were notified of these payment orders, without making any identification of the alleged liability of each of these companies?
187. The aberrant nature of this situation, starting from this stage of TMSF's allegations of Difference alleged by TMSF in IMAR BANK's deposits, is blatant.
188. Furthermore, TMSF never provided the least demonstration or proof of the alleged misappropriation of funds charged to the Companies or the amounts of the deposits that TMSF effectively reimbursed to depositors, in addition to the deposits declared by IMAR BANK, which would have justified an actual loss of IMAR BANK, to be recovered by TMSF.
189. This is nevertheless not the issue of the dispute, since even if this Difference alleged by TMSF in the deposits of IMAR BANK was demonstrated and justified by TMSF, which it has never done since 2003, TMSF could not recover such an amount by assigning the assets of the Companies, except to exceed its powers by abusing the latter, which it did by commenting on a fraud and placing itself outside of any legal framework!
190. Furthermore, with regard to the extended powers granted to TMSF by banking law No. 4389, it should be noted that if these were strongly contested, both in their design and implementation, by MOTOROLA (before its about turn) and by the claimants, it should be recalled that they do not form the object of this dispute, although they remain particularly critical and have been repeatedly criticized, particularly by MOTOROLA before its fraudulent collusion with the Turkish Government and TMSF, with it not on the legitimacy of such powers that the Court is asked to judge, but on the fraudulent misappropriation by TMSF of the powers granted to it by Turkish law.
191. Since finally and above all, all of the measures taken by TMSF are based on a fallacious basic assumption, namely the involvement of the Companies in the diversion of IMAR BANK's funds and the alleged Difference.
192. However, **this alleged involvement of the Companies was never demonstrated by TMSF. On the contrary, it was rejected by final court decisions with the authority of *res judicata*.**
193. TMSF thus engaged in the "fabrication" of enforceable titles, as demonstrated by the court decisions submitted to the proceedings, in the form of orders for the payment of undue sums against the Companies, under very manifestly illegal conditions, since, as the Court will judge *a posteriori*, TMSF never established the involvement and therefore the liability of the Companies in the Difference alleged by TMSF in the deposits of IMAR BANK.
194. The Turkish Courts indeed rejected TMSF's claims in a particularly scathing manner, dismissing all of the civil and criminal proceedings which TMSF had brought against the Companies.
195. Contrary to what TMSF had sought to assert, the criminal liability of the Companies in the Difference alleged by TMSF in the deposits of IMAR BANK had already been rejected by the Turkish courts on the date on which TMSF took control of the Companies.

196. Indeed, while the complaint filed by TMSF for misappropriation of funds was referred to them, the Public Prosecutor of Şişli (Turkey) issued a dismissal order on January 21, 2004, as explained above.
197. The appeal filed by TMSF against the dismissal order was also dismissed by the Istanbul Court of Appeal on May 10, 2004.
198. In addition, by several **court decisions with the authority of *res judicata***, the Turkish courts considered that the enforceable titles (payment orders) issued by TMSF against the natural and legal persons linked to IMAR BANK for the amount of the Difference alleged by TMSF in the deposits of IMAR BANK were vitiated by nullity, since these were unfounded and had no legal basis.
199. TMSF had indeed issued payment orders for the amount of the Difference alleged by TMSF in the deposits of IMAR BANK against 179 companies and 48 natural persons, including the Companies.
200. Following the challenge of some of these payment orders, which, according to TMSF, constitute a “*public claim*”, the Turkish courts canceled these enforceable titles vitiated with illegality, considering that:
 - “In accordance with the legislative regulations incorporated into article 15/a of Banking Law No. 4389 by Law No. 5020, in Banking Law No. 4389 by Law No. 5020, TMSF’s receivables are only considered public receivables provided that the shareholders and majority (dominant) directors have transferred banking sources to their own domestic or foreign companies or to those of their spouses and children, financial institutions or offshore banks under whatever name, or which belong to those who have a blood connection or alliance by marriage with shareholders and principal directors. It is only under these circumstances that TMSF will be able to monitor and enforce the payment of receivables as public receivables by judicial or other means.
 - “It appears from the documents on file that no evidence has been provided by [TMSF] as to how and for what amount the applicant transferred bank resources in its own name or in the name of the controlling shareholders and how the applicant had access to banking resources. Consequently, the act drawn up against the complainant rendering it liable for all public claims resulting from the difference between the total amount of savings deposits subject to insurance and the total amount of savings deposits determined by the Savings Deposit Insurance Fund is not in accordance with the letter of the law or with the relevant legislation.”
201. As was decided in these cases by the Turkish courts in decisions with the authority of *res judicata*, with TMSF never having demonstrated or even alleged how and for what amount the Companies had transferred the Difference alleged by TMSF in the deposits of IMAR BANK on their behalf and how they would have had access to these banking resources, all payment orders issued against the Companies were therefore devoid of any legal basis and should therefore be regarded as null and void.
202. And for good reason, since such financial transfers never occurred!
203. TMSF itself and MOTOROLA confirmed in the context of the Arbitration Procedure before the Zürich Chamber of Commerce (ZCC) of June 2005, i.e. one year after TMSF’s acquisition of control of the Companies, that the alleged involvement of the Companies was only an unfounded fear on TMSF’s part, which did not materialize and was not realized.

204. The Arbitral Tribunal thus indicates that *“today, at the time of the pronouncement of this final Award, however, it is not known whether this fear will materialize and for what amount, if any, the Plaintiff [TELSIM, one of the Companies] will ultimately have to pay TMSF or the Turkish Government and what amount, if applicable, other parties involved in the Şişli Injunctions will be required to contribute, nor is it known to what extent the Plaintiff and these other parties can recover payments from Imar Bank’s assets in advance or after the Şişli Injunctions have been lifted.”*
205. It should be underlined that these court decisions having the authority of *res judicata* are fully applicable to the Companies, since they concern identical cases (the same allegations, the same parties, for the same Difference alleged by TMSF in the deposits of IMAR BANK, on the same legal basis and according to the same law, for identical payment orders).

2.5.2. The fraud organized by TMSF: misappropriation of legal prerogatives, abuse of power and infringement of fundamental principles

206. Entirely disregarding these court decisions which acknowledged the absence of liability of the Companies in the Difference alleged by TMSF in the deposits of IMAR BANK and being unable to demonstrate its fallacious allegations, TMSF resolved to take the path of fraud.
207. TMSF indeed undertook to obtain, through the use of fraudulent maneuvers and the misappropriation of powers conferred by Turkish laws, the “forced” payment by the Difference Companies alleged by TMSF in the deposits of IMAR BANK, thereby purely and simply plundering the Plaintiffs.

a) In law: on Banking Law No. 4389 and the extended powers granted to TMSF

208. Turkish Banking Law No. 4389, which governs TMSF’s missions and powers, has been amended several times between July 2003 and May 2005.
209. As TMSF itself recognized, notably before the European Court of Human Rights, the objective of the extended powers granted to TMSF by Banking Law No. 4389 was to enable it to prevent the dissipation of assets of the Companies which could be held legally liable for the loss of a bank which TMSF was supposed to guarantee. The law provided that all of the economic rights of the shareholders of these companies would be fully protected and preserved.
210. The companies thus had to maintain a commercial activity and at the same time, TMSF as an administrative manager of the companies, had to prevent the dissipation of the assets of the companies until TMSF had established its allegations, which was never the case, but quite the contrary.
211. These principles of continued operation and preservation of the interests of the shareholders of the Companies were recognized by TMSF itself, through two Companies from which it had then taken over management, within the framework of an arbitration procedure between these two Companies and the Republic of Kazakhstan (Exhibit 12):
- “184. (...) Rumeli and Telsim: remain legal entities incorporated in Turkey; remain commercially registered legal entities; have employees and have assets; have **full legal capacity**; pay social

security contributions and taxes and are not immune from compulsory enforcement; **are not owned, but are simply managed by [TMSF].**”;

- “185. When Telsim and Rumeli indicated that they intended to initiate ICSID proceedings in April 2003, **they were fully operational telecommunications companies.** This was still the case when they perfected their consent to initiate proceedings by filing their request for arbitration on 15 July 2005.”

212. Turkey’s Government also clarified these legal provisions in a trial before the European Court of Human Rights. With regard to the acquisition of control by TMSF organized by Law No. 4389, the Turkish Government indicates:

“89. In the Turkish legal system, a share of a company confers on its holder two types of rights: financial and administrative. In economic terms, the shareholders are the owners of the company (i.e. of the company). As a continuation of this. The shareholder is granted the right to participate in the company’s economic values, to benefit from it and to obtain the values corresponding to its share. The rights granted to shareholders, who hold a value which can be measured in money, are classified as financial rights.”

“90. The rights relating to the management and control of the company, on the other hand, are classified in the category of administrative rights. This notably includes the right to participate in the general meeting and the right to vote. Therefore, all rights other than financial rights must be recognized as forming part of the equity interest.”

In the companies taken over by the Fund, both the shareholders who held the management and control of the bank and the other shareholders of the companies, in which the bank, the bank’s companies or shareholders of the bank hold shares (third parties), will, as a general rule, continue to enjoy their right of ownership over these shares. In this context, if the company continues to be profitable, these shareholders still enjoy the right to receive dividends corresponding to their shares. This legal provision did not restrict the right of the shareholders of the company to receive dividends.”

“92. In short, since the equity interests other than dividends (“temettü”, “kar payı”) belonged to the Fund, the administrative rights of the shareholders were exercised by the Fund.”

213. In this way, the transition of the Companies under TMSF’s “management” did not lead to the liquidation of the activities of the Companies, with the new manager (TMSF) having to continue to manage the companies administratively, like any commercial company and avoid the dissipation of the assets of the said companies.

b) In fact: TMSF’s abuse of power

214. At the same time, TMSF completely misappropriated the broad powers granted to it to muzzle the Companies and to despoil the ultimate economic beneficiaries of the Companies, by organizing the diversion of the assets of Companies for its sole benefit and to obtain the settlement of the payment orders which TMSF had issued against the Companies, which were nevertheless illegal.

215. The sum total of TMSF’s misappropriation of the powers granted by law was expressed by manifest abuses of power, with TMSF taking advantage of its capacity as prosecuting authority, creditor and agent of each Company to accept the realization of its own assets, in the name of this latter party, in

order to settle the claim confirmed by the enforcement order issued fraudulently by TMSF itself, acting as the prosecuting authority and everything for its own benefit.

216. The defendant was thus able to divert the assets of the Companies, with complete impunity and without any control in the absence of any counter-power, to their detriment and to the detriment of their shareholders and their ultimate economic beneficiaries, all for the sole benefit of TMSF.
217. These sales made under the control and management of TMSF clearly constitute a fraudulent capture of the assets of the Companies since:
 - the amount of the Difference alleged by TMSF in the deposits of IMAR BANK for which TMSF sought recovery against the Companies has never been established or justified;
 - the liability of the Companies in the Difference alleged by TMSF in the deposits of IMAR BANK has never been demonstrated or confirmed by any judgment of a court and all of TMSF's actions to engage the liability of the Companies in this alleged loss have been dismissed and are now time barred;
 - there are judgments with the authority of *res judicata*, rejecting all of TMSF's legal and factual arguments and confirming that TMSF's allegations against the Companies with regard to the Difference alleged by TMSF on IMAR BANK's filings lack foundation or a legal basis;
 - TMSF itself and MOTOROLA confirmed in the context of the Arbitration before the Chamber of Commerce of Zürich (ZCC) of June 2005 that the alleged involvement of the Companies was only an unfounded fear of TMSF, which had not materialized or been realized;
 - In April 2005, MOTOROLA also argued, before a Swiss Public Prosecutor, that all of this was merely based on unproven allegations, without any judicial characterization;
 - the legal conditions for issuing enforceable titles representing public receivables (payment orders) had not been fulfilled, in the absence of characterization of the least unlawful act attributable to the Companies, which was confirmed by several court decisions with the authority of *res judicata*;
 - the broad powers granted to TMSF by Turkish Banking Law No. 4389 were intended to prevent the dissipation of assets while preserving the economic rights of the shareholders of these companies; the use of these extended texts and powers was therefore entirely misappropriated by TMSF, which had manifestly abused its powers;
 - TMSF could not, without abusing the rights granted to it by law, both issue payment orders without merit against Companies and, within the framework of the management and control mission of these Companies, accept and pay its same payment orders.
218. These actions indeed caused a serious and intolerable infringement of fundamental rights and freedoms, including the right to a fair trial, the right to a judge and an effective remedy, the prohibition of discrimination and the right to the protection of property, protected by the European Convention on Human Rights, so that the acts carried out by TMSF were found to be non-existent, on the basis of Turkish law.
219. This non-existence requires the restoration of the Plaintiffs to the situation in which they found themselves before the committing of the fraudulent acts attributed to the defendants.

c) The character entirely devoid of a legal basis of the actions resulting from the abuse of power of TMSF

220. The actions committed by TSMF in the context of the abuse of its legal prerogatives led to acts which must very clearly be judged, in Turkish law, as being entirely devoid of the slightest legal basis, by way of application of the theory of non-existence recalled above.
221. These acts, which completely lacked a legal basis, necessarily incurred TMSF's tortious civil liability.
222. The completely unfounded nature of these acts is the consequence of the serious and intolerable attacks committed by TSMF, which:
- acted fraudulently by accumulating the capacity of creditor, representative of the debtor, at the same time as it was a prosecuting authority, by accepting payment orders in the name and on behalf of the Companies, thereby causing the unjustified dispossession of these, constituting a serious infringement of the rights to a fair trial, in particular the right to respect the adversarial principle;
 - acted fraudulently by entirely preventing the said Companies from reacting and acting, with this constituting an extremely serious obstacle to the right of access to the judge and to an effective remedy;
 - acted fraudulently by depriving the Companies of their assets and thereby causing the despoliation of the Plaintiffs, the ultimate economic beneficiaries, with this constituting an infringement of the fundamental protection of the property right.
223. Even assuming that the protection of the property rights of the economic beneficiaries of the Companies is, according to the Turkish Government's design, limited to the economic rights of the shareholders of the Companies, in this case, an infringement of the fundamental right of ownership is nevertheless characterized.
224. The character which is entirely devoid of the slightest legal basis of the acts of disposition of the assets of the Companies requires the restoration of the Plaintiffs to the situation in which they found themselves before these actions, by compensating the losses which they suffered.

2.6. The joint and several liability of MOTOROLA resulting from fraudulent collusion and complicity between TMSF and MOTOROLA

2.6.1. An agreement with MOTOROLA was an essential and decisive condition of TSMF's actions

225. As presented in the above facts, MOTOROLA and TMSF established a genuine fraudulent collusion by allowing illegal actions, however strongly contested by both of them and by collaborating together in the service of their respective interests.
226. Indeed, as indicated in the statement of facts, on the one hand, MOTOROLA sought to enforce the US judicial convictions of members of the UZAN family and, on the other, TMSF sought to implement its plan of fraudulent capture of the assets of the Companies.

227. Each of the recovery actions of one party necessarily threatened, or even endangered the recovery actions of the other, it being specified that MOTOROLA was able to attempt to achieve its objective against the members of the UZAN family by carrying out seizures of their shareholdings/shares in the Companies, as explained above.
228. MOTOROLA was aware of the illegality of the actions undertaken by TMSF and vice versa.
229. From the point of view of TMSF, an agreement with MOTOROLA was nevertheless an essential and decisive prerequisite for implementing its fraudulent capture plan against the Companies.
230. Indeed, without such an agreement, TMSF would have found itself entirely prevented from acting or allegedly placed in an inextricable situation, since:
- MOTOROLA had considerable nuisance capacity for TMSF. Indeed, as the holder of an enforcement order resulting from the 2003 US judgment against the members of the UZAN family, MOTOROLA could take action for recovery against them in their capacity as economic beneficiaries of the Companies. MOTOROLA could indeed seize the shares of the UZAN family members in the Companies and thus *ultimately* benefit from all or part of the proceeds from asset realizations, if TMSF implemented such asset transfers. In addition, the purchasers of these assets would most certainly have been deterred from participating in transactions, knowing that MOTOROLA could have paid itself preferentially for the price of these assets or have intervened, at any time, to challenge them as holder of the rights to the shares in the Companies due to the seizure of these shares. Moreover, to take an example, MOTOROLA's receivable against TELSIM was a preferential receivable, since MOTOROLA benefited from a pledge of TELSIM's assets, so that TMSF could not sell these assets by disregarding MOTOROLA's rights, which had priority in the event of the realization of these assets. The sale of TELSIM's assets was therefore strictly dependent on an agreement by MOTOROLA, which agreed to waive the security it enjoyed and which would have allowed it, over the sale price of TELSIM, to be satisfied in full.
 - MOTOROLA brought arbitration proceedings before the ICSID (see below), the effects of which were potentially devastating. Indeed, the result would most certainly have been unfavorable to Turkey, which would have had extremely negative consequences for the Turkish Government, by updating the illegality of the laws and rendering the Turkish Government liable, which would have called into question part of the legal regime applicable locally and could certainly have had political repercussions. No buyer would have taken the risk of being the assignee of the assets captured fraudulently, in the knowledge that MOTOROLA would have intervened and above all that ICSID proceedings were in progress with the consequence of exposing the illegality of this fraudulent capture and thus exposing the purchasers to serious consequences, as is the case in this action. In this way, for example, VODAFONE, which had been interested in acquiring TELSIM's assets since 2004, did not take this risk until the illegal agreement between MOTOROLA and TMSF was concluded in October-November 2005.
231. In order for TMSF to carry out its strategy of fraudulent capture of the assets of the Companies, it was therefore essential for TMSF to reach agreement with MOTOROLA before any action, whose consent and a guarantee of non-aggression were essential, with it otherwise endangering the results of TMSF's fraudulent strategy and causing economic and political repercussions, the scale of which would greatly exceed the advantages drawn from this capture strategy.

232. The chronology of TMSF's actions further perfectly demonstrates that an agreement with MOTOROLA was a precondition, essential and decisive for these actions, since TMSF would only implement its strategy after obtaining this agreement:

- February 2004, TMSF takes control of the Companies (see above);
- November 2004, VODAFONE mentions in a letter to the Government of Turkey the proposed sale of the assets of the Companies, from which VODAFONE could benefit (see below);
- in the same year, 2004, MOTOROLA initiates ICSID arbitration proceedings against Turkey;
- April 2005, MOTOROLA expresses very strong criticism of Turkey in legal proceedings in Switzerland (see below);
- October 2005, MOTOROLA assigns its claim for contractual convictions to Bayindirbank bank, by entering into a non-aggression agreement with TMSF (see below);
- November 2005, MOTOROLA regularizes the waiver of the aforementioned arbitration procedure (Exhibit 16);
- In the same month of November 2005, TMSF carried out the first realizations of assets of the Companies (Exhibit 18).

233. The commonality of creditors between TMSF and MOTOROLA developed in two stages, the first marked by a conflicting relationship, the second by a non-aggression pact with a reciprocal exchange of favors, allowing illegal acts to be committed with complete impunity on both sides. It was solely and exclusively after TMSF and MOTOROLA reached agreement through ties of fraudulent collusion that TMSF implemented the fraudulent capture of the assets of the Companies.

2.6.2. Initial stage: The proportional liabilities as creditors for MOTOROLA and TMSF

234. As part of its attempts to recover its debts in Turkey, MOTOROLA very openly and strongly opposed the extended powers granted to TMSF.

235. MOTOROLA first of all fiercely resisted the implementation of TMSF's extensive powers, considering that these broad powers were illegal and that their application served the interests of TMSF alone and was contrary to any principle of due process and international law.

236. In this context, MOTOROLA went so far as to initiate international arbitration proceedings with the ICSID against the Republic of Turkey and several entities, including TMSF (Exhibit 16), with the exact purpose of challenging the actions taken by TMSF against some of the Companies within the framework of the extended powers granted by Turkish Law No. 4389, to prove the illegality of these actions and to try to put a strong pressure on and to threaten TMSF, with which MOTOROLA was competing.

237. The threat posed by these proceedings to TMSF and Turkey's Government was considerable since it could affect all of the proceedings fraudulently initiated against the Companies. This threat also weighed on the potential purchasers of the assets of the Companies, as explained above, which would have faced the risk of suffering the very negative impact of the ICSID arbitration decision, which would have shone a light on the illegality of TMSF's actions and therefore the illegality of the asset transfers, which would then have been called into question.
238. Then, as proof that MOTOROLA was entirely convinced of the illegality of the positions taken by TMSF, in the context of legal proceedings in Switzerland, MOTOROLA submitted to the Prosecutor a particular serious criticism of the actions of Turkey and TMSF (Exhibit 17):
- *"To date, no observations have been made and no civil proceedings have been initiated. In this way, the position of the Turkish Government regarding Imar Bank's fraud is entirely based on **unfounded allegations, not on judicial determinations, and even less on a ruling.**"*
 - *"the Turkish Government will use every means, including retroactive and interested legislation, in order to achieve its objectives";*
 - *"the well-established rights of MOTOROLA as a secured creditor had to be entirely ignored, in favor of the unsecured rights of the Government of Turkey, which remain to be established and for which there is not even any judgement";*
 - *"TMSF has undertaken all of these initiatives on the basis of allegations which remain to be established and which are not currently subject to any judicial finding."*
239. This termination by MOTOROLA is also found in the arbitration proceedings against TELSİM which gave rise to the arbitration decision of the Zürich Chamber of Commerce (ZCC) of June 13, 2005 (hereinafter the "2005 Award") (Exhibit 18).
240. In this context, TMSF found itself in a situation of paralysis: any measure that TMSF could take against the Companies in the context of the recovery of the Difference alleged by TMSF in IMAR BANK's deposits could not avoid triggering an immediate obstruction reaction by MOTOROLA, which had already demonstrated its determination to challenge TMSF's claims and actions, which it considered illegal. Any call for tenders regarding the sale of the assets of the Companies would thus have been immediately challenged by MOTOROLA. TMSF would have found it impossible to act.
241. As explained above, MOTOROLA could indeed take all recovery measures against the assets of each member of the UZAN family, including their shareholdings/shares in the various Companies. This was of a nature to seriously compromise any fraudulent capture plan of TMSF which had to be in total administrative control of the shares of these Companies and their management.
242. Moreover, by its arbitral award against TELSİM (then under the control of TMSF), MOTOROLA was also a leading competitor of TMSF regarding any possibility of recovering assets from it.
243. Lastly and above all, MOTOROLA also had a fatal weapon against TMSF and the Republic of Turkey by updating the latter's illegal practices in the ICSID arbitration procedure, as explained above. TMSF's desire to misappropriate the assets of the Companies would have been flagrantly revealed, with this

completely thwarting TMSF's fraudulent actions, which would have dissuaded potential purchasers, who were shrewd investors, from buying assets which were the object of fraudulent captures.

244. In parallel, TMSF and the Turkish Government were obliged to object to MOTOROLA recovering its receivables against members of the UZAN family through the seizure of their shareholdings/shares in companies in Turkey, taking into account the amounts at stake. As a reminder, MOTOROLA's claims amounted to USD 3.6 billion and payment orders against the Companies were € 4.279²⁰ billion.
245. TMSF nevertheless had the means of calling MOTOROLA's recovery actions against TELSİM into question, in view of the principle of joint and several liability presented above, which opposed MOTOROLA's recovery of the same claim that it had had twice set in court, on the one hand, by a U.S. judgment of 2003 and, on the other hand, by an Award of the Swiss Arbitral Tribunal of 2005.
246. In this context of conflict and mutual total blocking, MOTOROLA, the Government of Turkey and TMSF finally decided to form an alliance, as accomplices in the illegality of their respective actions, namely MOTOROLA's recovery actions for convictions against members of the UZAN family and, on the other hand, TMSF's actions for fraudulent capture of the assets of the Companies, by consenting in return to abandoning their mutual challenges and proceedings.

2.6.3. Subsequent stage: The fraudulent collusion resulting from a "non-aggression" pact between MOTOROLA and TMSF

247. The "non-aggression" pact concluded between MOTOROLA and TMSF finds its expression in the agreement for assignment of receivables, signed by MOTOROLA on 28 September 2005 (hereinafter "the MOTOROLA-TMSF Agreement").
248. Through this contract, MOTOROLA assigned to a third party, the bank BAYINDIRBANK (fully controlled and managed by TMSF), on an exclusive, complete and irrevocable basis, its receivable for \$1.7 billion which it held against TELSİM, one of the Companies, by way of the loan agreements and the 2005 Award (Exhibit 15), in consideration for a firm price of 500 million US dollars and a price supplement of 20%, as specified below. In concrete terms, as consideration for the repurchase of MOTOROLA's claim, this latter party abandoned any challenge, criticism and claim of any kind, concerning the laws and methods of fraudulent capture by TMSF of the assets of the Companies by the abuse of powers provided by these same laws (Exhibit 21). MOTOROLA thus made a commitment to allow free rein to TMSF's fraudulent maneuvers, thereby unquestionably becoming an accomplice of TMSF (and vice-versa) by:
 - waiving all of its claims, objections and pretensions against the Turkish Government and TMSF, which form the object of the arbitration proceedings which had initially been brought by MOTOROLA before the ICSID;

²⁰ The finance department of TMSF (head of) issued an 'Invitation to Pay' letter (Finans Dairesi Başkanlığı Ödemeye Çağrı Mektubu) dated 20/01/2004 with the number No. 26 to Telsim for 7,552,995,710,632,930 TL. (TL being TL on 01/09/2003 - Exchange rate of 1,384,920.00 TL/US\$ 1, 5,453,741,523.43 or 4,279,317,682 euros).

- waiving the assertion of any claim, right or claim likely to prohibit or interfere with the sale in the Republic of Turkey by TMSF of all of the Companies or their assets and not to challenge the results of this sale.
249. Indeed, this agreement is entitled “assignment of receivables”, but has a much broader scope, resulting from entirely inconsistent provisions for such a contractual figure, by way of which, MOTOROLA made the following contractual commitments:
- to waive all of its claims, objections and pretensions against the Turkish Government and TMSF forming the object of the arbitration proceedings which had initially been brought by MOTOROLA before the ICSID;
 - not to assert any claim, right or claim likely to prohibit or interfere with the sale in the Republic of Turkey by TMSF of any Company or its assets and not challenge the results of this sale.
250. Starting from the date of this MOTOROLA-TMSF Shareholders’ Agreement, MOTOROLA thus abandoned any criticism of the Turkish Government and TMSF, as well as the actions taken by TMSF against the Companies.
251. The annexes to this MOTOROLA-TMSF Shareholders’ Agreement also reveal this more global agreement between MOTOROLA, TMSF and the Turkish Government, of a transactional nature, relating to a genuine “non-aggression pact”.
252. Indeed, article 4.1.1.b) of the Agreement between MOTOROLA-TMSF provides that **“MOTOROLA and the competent body of the Republic of Turkey shall inform ICSID of their mutual agreement to put an end to the ICSID arbitration proceedings No. ARB/04/21 by signing the letter attached in Annex 2 and addressed to the ICSID Secretariat and the members of the arbitral tribunal, confirming the final withdrawal of the claims pending and requesting the arbitral tribunal to return an order (...) acknowledging the termination of the arbitration proceedings.”**
253. Annex 2 of the Agreement between MOTOROLA-TMSF, which MOTOROLA undertook to sign pursuant to article 4.1 of the Agreement, provided that: **“the undersigned authorized representative of the Plaintiff hereby informs you that the Parties have concluded a definitive and fully enforceable settlement with regard to the dispute which currently forms the object of ICSID Case No. ARB/04/21 and with regard to which the Plaintiff has withdrawn and waived its demands, requests, objections, pretensions, procedures and proceedings which it holds or may hold in the future concerning ICSID Case No. ARB/04/21 against the Republic of Turkey or any other body or service of the same and the Parties have finally agreed on the abandonment and termination, on a final basis, of the said arbitral proceedings”.**
254. It is thus undoubted that MOTOROLA’s assignment of its receivables took place within the framework of a much broader contractual agreement between MOTOROLA, the Turkish Government and TMSF.
255. This Agreement between MOTOROLA-TMSF sealed a genuine fraudulent collusion between MOTOROLA and TMSF.

2.6.4. The instigation and inducement by MOTOROLA for substantial legal proceedings by TMSF against the Plaintiffs

256. Without limiting itself to being the accomplice of TMSF in the exercise of its full powers within the Companies, MOTOROLA even instigated and strongly encouraged TMSF to proceed with the realization of the assets of the Companies, including TELSİM.
257. Indeed, by this Shareholders' Agreement between MOTOROLA and TMSF, MOTOROLA assigned to BAYINDIRBANK (controlled and managed by TMSF) its receivable for an amount of \$1.7 billion in exchange for a price including:
- a firm tranche of US\$500 million; and
 - an additional tranche corresponding to a percentage (20%) of the sale price of TELSİM's assets and goodwill in the event that the sale price exceeded \$2.5 million.
258. Interested in this way in the sale price of TELSİM's assets and goodwill, MOTOROLA made its commitments and waivers subject to TMSF not releasing the Companies from any liability and itself taking **legal** action (appeal) **qualified as "substantial"** against them, for a period of at least 5 years.
259. In this way, MOTOROLA, with full knowledge of the irregularities and illegalities of TMSF's practices and fraud against the Companies, therefore actively participated in this fraud by instigating and encouraging TMSF to pursue the proceedings.
260. MOTOROLA also wanted to protect itself against a possible change in the position of TMSF, since MOTOROLA needed TMSF to maintain pressure by recovery actions on the Companies.
261. This instigation emerges from the provisions of the Agreement between MOTOROLA and TMSF in these terms:
- Clause 6, entitled "Uzan's Assets and associated limitations":

"6.1 The Motorola Parties hereby agree not to seek to recover any assets or rights or claims of the Uzans which are currently located in Restricted Territories (whether held individually by them or held directly or indirectly by any Turkish company linked to the Uzans currently under the management and control of TMSF."

*"6.2 With regard to Telsim, Rumeli, the Assignee and the Corporative Defendants, which are all currently under the management and control of TMSF, the Motorola Parties shall not take any action by virtue of the RICO case and similar cases within the Republic of Turkey or outside the Republic of Turkey (worldwide) against such companies or their assets, their assets, rights and receivables **for as long as these companies or their assets remain under the management and control of TMSF.**" (Exhibit 15, page 9)*
 - Clause 7 entitled "Termination", clause 7.1 of which stipulates:

"The preceding clauses 6.1 and 6.2 and clause 4.2.1 shall cease to apply if: (...) (ii) Telsim or TMSF has released the Uzans or has not exercised any substantial recourse against Uzans, for a period of five (5) years from the present date;"
 - Clause 5 of the contract in annex 5:

*"The prohibitions, covenants, waivers and releases listed in sections 2.a., 3 and 4 shall cease to apply on occurrence of any of the following: (...) (b) Telsim or TMSF has released Uzans or has not brought a **substantial recourse against the Uzans for a period of five (5) years** from the present date (...)" (Exhibit 15, page 54, annex 5, clause 5);*

262. By agreeing to limit its own actions and by conditioning this to an obligation of having to initiate substantial proceedings, MOTOROLA necessarily instigated such proceedings and thus strongly encouraged TMSF to initiate them.
263. These clauses are revealing of the genuine fraudulent collusion organized between MOTOROLA and TMSF which, after being fought, decided to unite within the context of the concerted strategy of fraudulent misappropriation described above.
264. The fraudulent collusion between TMSF and MOTOROLA justifies that these two defendants, as co-authors of the same damage, are ordered **jointly and severally**, with each of the other defendants in office within the relevant Company, to compensate the losses which each of them caused to the Plaintiffs, which were despoliated by these concerted actions, committed in full knowledge of the facts.
265. The Court shall rule that TMSF, MOTOROLA and each of the other defendants committed faults and that they incurred their tortious liability.

2.6.5. The wrongful participation of VODAFONE and the other defendants in the fraud

266. The actions of each of the other defendants who agreed to act as Acquirers of the assets of the Companies are indisputably tortious faults, which incur the civil liability of the defendants and oblige them to compensate the damage suffered by the Plaintiffs.
267. Indeed, these Acquirers necessarily acted **in full knowledge of the facts and in bad faith** in the situation of fraudulent capture of the assets sold by TMSF, notably because:
 - TMSF's actions in this sense were publicly known, even though in that they simultaneously targeted a large number of companies and numerous assets whose links with the UZAN family were known, even to the general public;
 - For part of the assets fraudulently captured, TMSF fraudulently undertook sales by publishing calls for tenders, so that the circumstances of these disposals were necessarily disclosed and known;
 - The Buyers could not be unaware that the proceeds of the sale of the assets fraudulently received by TMSF would be immediately used to compensate the Difference alleged by TMSF in the deposits of IMAR BANK and hence that these funds would be diverted to the detriment of the economic beneficiaries of the Companies.
268. In addition, the economic beneficiaries of the Acquirers were particularly shrewd investors with great knowledge and experience in investment and business. They had a very significant asset base and a habit of making this type of operations and investments which allowed them to analyze the content of the transaction in legal and financial terms. The majority of them hold the functions of chairman or

executive member of the board of directors of their company and manage day-to-day business, make business decisions and legal decisions.

269. In this regard, in order to take an example, it is very striking to note VODAFONE's state of mind and attitude, as these emerge from a letter sent by VODAFONE to the Turkish Government, concerning the proposed sale of TELSIM's assets (Exhibit 27).
270. VODAFONE does not approach the assigning company, but the Turkish Government directly, by thanking the Prime Minister's Chief of Staff for his draft legislative amendments which should allow optimal terms for the sale of TELSIM's assets.
271. That is to say, VODAFONE was perfectly aware of the fraudulent scheme implemented by TMSF-funds in conjunction with the Turkish Government, otherwise why did it not contact the main party in question, TELSIM?
272. This letter reveals that VODAFONE was awaiting the implementation of the fraudulent capture actions of TELSIM's assets in favor of TMSF-Fund, in order to ensure optimal circumstances for acquiring these assets.

2.7. The compensation of the damage suffered by the Plaintiffs

273. Due to TMSF's fraudulent capture of the assets of the Companies, the Plaintiffs indeed impoverished the value of the assets illegally sold by TMSF.
274. This damage represents the current market value of the activities and assets sold by the Companies under the management of TMSF, including the dividends already generated by these activities and assets for the last 19 years, as well as the present and future dividends generated by these activities and assets now held by third parties (Exhibit 18).
275. The Court shall order TMSF, MOTOROLA and each of the other defendants to pay damages to each of the Plaintiffs, under the conditions and according to the amounts provided in the operative part of this summons below, with regard to disposals of assets which have been publicly disclosed.
276. The Court shall sentence TMSF and MOTOROLA jointly and severally to pay damages to the Plaintiffs, under the conditions and according to the amounts provided in the operative part of this summons below, for the sale of assets, the details of which have not been disclosed publicly.

3. IN ANY EVENT

277. It would be unfair to allow the Plaintiffs to pay the fees and expenses which they have been obliged to incur in order to safeguard their rights by this action.
278. Consequently, the Court is requested to order the defendants jointly and severally to pay the Plaintiffs the sum of **€ 500,000** for unrecoverable costs on the basis of article 700 of the French Civil Procedure Code, as well as all costs.

FOR THESE REASONS

Having regard to the Convention for the Protection of Human Rights and Fundamental Freedoms and Additional Protocol No. 1 to this Convention;

Having regard to European Regulation No. 864/2007 of the European Parliament and of the Council of July 11, 2007 on the law applicable to non-contractual obligations;

Having regard to Articles 42, 46 and 700 of the French Civil Procedure Code;

Having regard to Articles 14, 1240, 1241 and 1343-2 of the French Civil Code;

Having regard to Turkish law applicable on the merits;

The Paris Court of Justice is requested:

IN A PRINCIPAL CAPACITY, to

STATE AND JUDGE that the actions and claims of Mr Murat Hakan UZAN, of Mr Cem Cengiz UZAN are admissible and well-founded;

Consequently,

By way of the capture of the assets of the Companies whose details have not been disclosed:

SENTENCE jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF) and MOTOROLA SOLUTIONS CREDIT COMPANY LLC to pay Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN the sum of **20,599,523,593** US dollars (USD) in damages;

By way of the of the recording of the assets of the Companies whose sale was made public,

SENTENCE jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and VODAFONE GROUP PUBLIC LTD. CO to pay to Mr Murat Hakan UZAN the sum of **13,744,883,366** US dollars (USD) in damages;

ORDER jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and VODAFONE GROUP PUBLIC LTD. CO. to pay to Mr Cem Cengiz UZAN the sum of **8,687,524,140** US dollars (USD) in damages;

SENTENCE jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and BLACKROCK to pay Mr Murat Hakan UZAN the sum of **42,831,896** US dollars (USD) in damages;

SENTENCE jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and BLACKROCK to pay to Mr Cem Cengiz UZAN the sum of **32,172,300** US dollars (USD) in damages;

SENTENCE jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and DIMENSIONAL FUND ADVISORS LP to pay Mr Murat Hakan UZAN the sum of **27,940,204** US dollars (USD) in damages;

SENTENCE jointly and severally TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and DIMENSIONAL FUND ADVISORS LP to pay Mr Cem Cengiz UZAN the sum of **20,986,710** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sezai BACAKSIZ to pay Mr Murat Hakan UZAN the sum of **765,070,194** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sezai BACAKSIZ to pay Mr Cem Cengiz UZAN the sum of **564,666,776** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Mehmet Serkan BACAKSIZ to pay Mr Murat Hakan UZAN the sum of **547,452,767** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Mehmet Serkan BACAKSIZ to pay Mr Cem Cengiz UZAN the sum of **411,207,912** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Turhan Serdar BACAKSIZ to pay Mr Murat Hakan UZAN the sum of **547,452,767** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Turhan Serdar BACAKSIZ to pay to Mr Cem Cengiz UZAN the sum of **411,207,912** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Mehmet Mustafa BUKEY to pay Mr Murat Hakan UZAN the sum of **8,754,755** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Mehmet Mustafa BUKEY to pay Mr Cem Cengiz UZAN the sum of **6,782,955** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Aydin DOGAN to pay Mr Murat Hakan UZAN the sum of **892,052,864** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Aydin DOGAN to pay Mr Cem Cengiz UZAN the sum of **619,901,142** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Isil DOGAN to pay Mr Murat Hakan UZAN the sum of **260,226,837** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Isil DOGAN to pay Mr Cem Cengiz UZAN the sum of **180,835,598** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Hanzade Vasfiye DOGAN BOYNER to pay Mr Murat Hakan UZAN the sum of **184,959,735** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Hanzade Vasfiye DOĞAN BOYNER to pay Mr Cem Cengiz UZAN the sum of **128,531,341** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Yasar Begumhan DOĞAN FARALYALI to pay Mr Murat Hakan UZAN the sum of **187,327,893** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Yasar Begumhan DOĞAN FARALYALI to pay Mr Cem Cengiz UZAN the sum of **130,177,011** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Belgin EGELI to pay Mr Murat Hakan UZAN the sum of **11,433,547** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Belgin EGELI to pay Mr Cem Cengiz UZAN the sum of **8,858,424** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Fatma Meltem GUNEL to pay Mr Murat Hakan UZAN the sum of **9,922,044** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Fatma Meltem GUNEL to pay Mr Cem Cengiz UZAN the sum of **7,687,349** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sulun ILKIN to pay Mr Murat Hakan UZAN the sum of **12,256,642** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sulun ILKIN to pay Mr Cem Cengiz UZAN the sum of **9,496,137** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Yildiz IZMIROĞLU to pay Mr Murat Hakan UZAN the sum of **12,226,712** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Yildiz IZMIROĞLU to pay to Mr Cem Cengiz UZAN the sum of **9,472,948** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Asim KIBAR to pay Mr Murat Hakan UZAN the sum of **18,052,152** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Asim KIBAR to pay Mr Cem Cengiz UZAN the sum of **13,986,352** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Semiha KIBAR to pay Mr Murat Hakan UZAN the sum of **18,271,044** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Semiha KIBAR to pay to Mr Cem Cengiz UZAN the sum of **14,155,944** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ali KIBAR to pay Mr Murat Hakan UZAN the sum of **33,902,508** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ali KIBAR to pay Mr Cem Cengiz UZAN the sum of **26,266,808** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Aysun KIBAR to pay Mr Murat Hakan UZAN the sum of **33,902,508** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Aysun KIBAR to pay Mr Cem Cengiz UZAN the sum of **26,266,808** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ahmet KIBAR to pay Mr Murat Hakan UZAN the sum of **33,889,632** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ahmet KIBAR to pay to Mr Cem Cengiz UZAN the sum of **26,256,832** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Abdulkadir KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **157,176,097** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Abdulkadir KONUKOĞLU to pay Mr Cem Cengiz UZAN the sum of **118,174,069** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Zekeriye KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **48,883,582** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Zekeriye KONUKOĞLU to pay Mr Cem Cengiz UZAN the sum of **36,802,949** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Adil Sani KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **76,237,900** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Adil Sani KONUKOĞLU to pay to Mr Cem Cengiz UZAN the sum of **57,375,911** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sami KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **45,464,293** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sami KONUKOĞLU to pay to Mr Cem Cengiz UZAN the sum of **34,231,329** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Cengiz KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **42,045,003** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Cengiz KONUKOĞLU to pay to Mr Cem Cengiz UZAN the sum of **31,659,708** (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Turgut KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **45,327,521** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Turgut KONUKOĞLU to pay to Mr Cem Cengiz UZAN the sum of **34,128,464** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Fatih KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **69,399,321** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Fatih KONUKOĞLU to pay to Mr Cem Cengiz UZAN the sum of **52,232,670** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Hakan KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **125,612,444** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Hakan KONUKOĞLU to pay Mr Cem Cengiz UZAN the sum of **94,510,107** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sani KONUKOĞLU to pay Mr Murat Hakan UZAN the sum of **42,906,664** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sani KONUKOĞLU to pay Mr Cem Cengiz UZAN the sum of **32,307,757** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Nihat OZDEMIR to pay Mr Murat Hakan UZAN the sum of 765,070,194 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Nihat OZDEMIR to pay Mr Cem Cengiz UZAN the sum of 564,666,776 (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Batuhan OZDEMIR to pay Mr Murat Hakan UZAN the sum of 547,452,767 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Batuhan OZDEMIR to pay to Mr Cem Cengiz UZAN the sum of 411,207,912 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ebru OZDEMIR KISLALI to pay Mr Murat Hakan UZAN the sum of 547,452,767 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ebru OZDEMIR KISLALI to pay Mr Cem Cengiz UZAN the sum of 411,207,912 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Turkan SABANCI to pay Mr Murat Hakan UZAN the sum of 32,755,790 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Turkan SABANCI to pay Mr Cem Cengiz UZAN the sum of 24,603,839 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Omer Metin SABANCI to pay Mr Murat Hakan UZAN the sum of 5,757,219 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Omer Metin SABANCI to pay to Mr Cem Cengiz UZAN the sum of 4,324,417 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Dilek SABANCI to pay Mr Murat Hakan UZAN the sum of 96,804,850 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Dilek SABANCI to pay Mr Cem Cengiz UZAN the sum of 72,712,976 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sevil SABANCI to pay Mr Murat Hakan UZAN the sum of **96,804,850** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Sevil SABANCI to pay Mr Cem Cengiz UZAN the sum of **72,712,976** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Serra SABANCI to pay Mr Murat Hakan UZAN the sum of **168,173,446** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Serra SABANCI to pay Mr Cem Cengiz UZAN the sum of **126,320,033** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Suzan SABANCI to pay Mr Murat Hakan UZAN the sum of **275,012,904** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Suzan SABANCI to pay to Mr Cem Cengiz UZAN the sum of **200,198,775** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Cigdem SABANCI to pay Mr Murat Hakan UZAN the sum of **161,651,484** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Cigdem SABANCI to pay Mr Cem Cengiz UZAN the sum of **121,421,195** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Vuslat SABANCI to pay Mr Murat Hakan UZAN the sum of **184,959,735** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Vuslat SABANCI to pay Mr Cem Cengiz UZAN the sum of **128,531,341** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Filiz SAHENK to pay Mr Murat Hakan UZAN the sum of **2,022,628,102** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Filiz SAHENK to pay Mr Cem Cengiz UZAN the sum of **1,405,555,122** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Deniz SAHENK to pay Mr Murat Hakan UZAN the sum of **1,072,437,428** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Deniz SAHENK to pay Mr Cem Cengiz UZAN the sum of 579,662,576 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ferit SAHENK to pay Mr Murat Hakan UZAN the sum of 2,083,751,479 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ferit SAHENK to pay Mr Cem Cengiz UZAN the sum of 1,126,287,388 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Aziz TORUN to pay Mr Murat Hakan UZAN the sum of 100,479,440 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Aziz TORUN to pay Mr Cem Cengiz UZAN the sum of 69,824,696 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Mehmet Mustafa TORUN to pay Mr Murat Hakan UZAN the sum of 100,499,440 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Mehmet Mustafa TORUN to pay Mr Cem Cengiz UZAN the sum of 69,824,696 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Fatma Gulgun UNAL to pay Mr Murat Hakan UZAN the sum of 14,935,445 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Fatma Gulgun UNAL to pay Mr Cem Cengiz UZAN the sum of 11,571,606 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Arzuhan YALCINDAG to pay Mr Murat Hakan UZAN the sum of 185,914,335 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Arzuhan YALCINDAG to pay Mr Cem Cengiz UZAN the sum of 129,194,707 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Zeki ZORLU to pay Mr Murat Hakan UZAN the sum of 18,919,395 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Zeki ZORLU to pay Mr Cem Cengiz UZAN the sum of 15,479,505 US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ahmet Nazif ZORLU to pay Mr Murat Hakan UZAN the sum of **58,019,478** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Ahmet Nazif ZORLU to pay to Mr Cem Cengiz UZAN the sum of **47,470,482** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Olgun ZORLU to pay Mr Murat Hakan UZAN the sum of **40,361,376** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU (TMSF), MOTOROLA SOLUTIONS CREDIT COMPANY LLC and Olgun ZORLU to pay Mr Cem Cengiz UZAN the sum of **33,022,944** US dollars (USD) in damages;

SENTENCE *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU, MOTOROLA SOLUTIONS CREDIT COMPANY LLC, Sezai BACAŞIZ, Mehmet Serkan BACAŞIZ, Turhan Serdar BACAŞIZ, Mehmet Mustafa BUKEY, VODAFONE GROUP PUBLIC LTD. CO., BLACKROCK, DIMENSIONAL FUND ADVISORS LP, Aydin DOĞAN, Isil DOĞAN, Hanzade Vasfiye DOĞAN BOYNER, Yasar Begumhan DOĞAN FARALYALI, Belgin EGELI, Fatma Meltem GUNEL, Sulun ILKIN, Yildiz IZMIROĞLU, Asim KIBAR, Semiha KIBAR, Ali KIBAR, Aysun KIBAR, Ahmet KIBAR, Abdulkadir KONUKOĞLU, Zekeriye KONUKOĞLU, Adil Sani KONUKOĞLU, Sami KONUKOĞLU, Cengiz KONUKOĞLU, Turgut KONUKOĞLU, Fatih KONUKOĞLU, Hakan KONUKOĞLU, Sani KONUKOĞLU, Nihat OZDEMIR, Batuhan OZDEMIR, Ebru OZDEMIR KISLALI, Turkan SABANCI, Omer Metin SABANCI, Dilek SABANCI, Sevil SABANCI, Serra SABANCI, Suzan SABANCI, Cigdem SABANCI, Vuslat SABANCI, Filiz SAHENK, Deniz SAHENK, Ferit SAHENK, Aziz TORUN, Mehmet Mustafa TORUN, Fatma Gulgun UNAL, Arzuhan YALCINDAG, Zeki ZORLU, Ahmet Nazif ZORLU et Olgun ZORLU to pay Mr Cem Cengiz UZAN the amount of **€ 500,000** by way of unrecoverable expenses, on the basis of Article 700 of the French Civil Procedure Code;

ORDER *jointly and severally* TASARRUF MEVDUATI SIGORTA FONU, MOTOROLA SOLUTIONS CREDIT COMPANY LLC, Sezai BACAŞIZ, Mehmet Serkan BACAŞIZ, Turhan Serdar BACAŞIZ, Mehmet Mustafa BUKEY, VODAFONE GROUP PUBLIC LTD. CO., BLACKROCK, DIMENSIONAL FUND ADVISORS LP, Aydin DOĞAN, Isil DOĞAN, Hanzade Vasfiye DOĞAN BOYNER, Yasar Begumhan DOĞAN FARALYALI, Belgin EGELI, Fatma Meltem GUNEL, Sulun ILKIN, Yildiz IZMIROĞLU, Asim KIBAR, Semiha KIBAR, Ali KIBAR, Aysun KIBAR, Ahmet KIBAR, Abdulkadir KONUKOĞLU, Zekeriye KONUKOĞLU, Adil Sani KONUKOĞLU, Sami KONUKOĞLU, Cengiz KONUKOĞLU, Turgut KONUKOĞLU, Fatih KONUKOĞLU, Hakan KONUKOĞLU, Sani KONUKOĞLU, Nihat OZDEMIR, Batuhan OZDEMIR, Ebru OZDEMIR KISLALI, Turkan SABANCI, Omer Metin SABANCI, Dilek SABANCI, Sevil SABANCI, Serra SABANCI, Suzan SABANCI, Cigdem SABANCI, Vuslat SABANCI, Filiz SAHENK, Deniz SAHENK, Ferit SAHENK, Aziz TORUN, Mehmet Mustafa TORUN, Fatma Gulgun UNAL, Arzuhan YALCINDAG, Zeki ZORLU, Ahmet Nazif ZORLU and Olgun ZORLU to pay costs in full, with Maître Richard Willemant, lawyer at the Paris Bar, having the right of direct collection, pursuant to article 699 of the Civil Procedure Code;

JUDGE that the monetary sentences pronounced by the judgment to be handed down shall bear interest at the legal rate, starting from the delivery of the judgment, with due interest compounded and due at least for a full year;

RECALL that the judgment is provisionally enforceable;

WITHOUT PREJUDICE

LIST OF EXHIBITS

List of exhibits on which the claims are based:

1. Proof of residence in France of Mr Murat Hakan UZAN;
2. Proof of residence in France of Mr Cem Cengiz UZAN;
3. Confirmatory deeds of the agreements for assignment of the rights of Mrs Aysegul Uzan and Mr Kemal Uzan in favor of Mr Murat Hakan UZAN and Mr Cem Cengiz UZAN;
4. Expert report on the status of ultimate beneficiaries of the Plaintiffs in the Captured Companies and the activities of these and translation into French;
5. TMSF Annual Report for the financial year 2019;
6. Extract relating to MOTOROLA SOLUTIONS CREDIT COMPANY LLC;
7. Expert report on the status of ultimate beneficiaries of the defendants and translation into French;
8. Exhibits relating to the rejection of criminal complaints by the TMSF: Complaint of January 7, 2004, Decision rejecting the complaint by the Prosecutor of January 21, 2004 and Confirmatory decision of the Istanbul Criminal Court of May 10, 2004 and translation into French;
9. Banking Law 4389;
10. Law 6183;
11. Observations of October 17, 2019 filed before the European Court of Human Rights, within the framework of Case No. 54208/11 Tunç BURUŞUKOĞLU v. Turkey and translation into French
12. Payment order of March 24, 2004 and translation into French;
13. Resolution 13 of TMSF's management dated February 13, 2004 and translation into French;
14. Judgments of Turkish courts with the authority of *res judicata* and translation into French;
15. Arbitral award, ICSID ARB/05/16, RUMELI, TELSİM v. Republic of Kazakhstan and translation into French;
16. Details relating to ICSID arbitration proceedings, MOTOROLA v Republic of Turkey, ARB/04/21 and translation into French;
17. Memorandum to the Public Prosecutor, Lucienne Fauquex, by Epstein & Reich Rechtsanwälte and translation into French;
18. Expert report on asset disposals and damage suffered and translation into French;
19. Judgement of the United States District Court for the Southern District of New York (Federal Court of First Instance, Southern District of New York) of July 31, 2003 (Motorola Credit Corporation et al. v. Kemal Uzan et al.), and translation into French;
20. Arbitral award of the Zurich Chamber of Commerce (ZCC) of June 13, 2005, translated into French;
21. Contract for the assignment of unpaid receivables held by Motorola companies against Telsim of October 28, 2005, translated into French;
22. Judgment of the United States Court of Appeals for the Second Circuit (Motorola Credit Corporation et al. v. Kemal Uzan et al.) and translation into French;
23. Judgment of the Supreme Court of the United States of America of May 16, 2005 (Uzan v. Motorola Credit Corp.) and French translation;
24. Various TMSF announcements relating to the sale of businesses and assets
25. Notices published worldwide in high-circulation publications, such as The Herald Tribune, New York Times, The Wall Street Journal, Neue Zürcher Zeitung, Cumhuriyet Gazetesi;
26. Extracts from observations before the Stockholm Chamber of Commerce, Case No. V 2014/023 Cem Cengiz Uzan v. Republic of Turkey;
27. Letter from VODAFONE to the Chief of Staff of the Prime Minister of Turkey of November 23, 2004 and translation into French.