UNITED STATES DISTRICT COURT
For the
SOUTHERN DISTRICT OF FLORIDA - MIAMI DIVISION

SOVEREIGN BONDS EXCHANGE LLC, HELMUT GAENSEL; MICHAEL YOHE; JAMES BRIANT; and CONRAD CURREN; individually by and on behalf of all persons similarly situated,	PLAINTIFFS,	CIVIL ACTION #
v.		
FEDERAL REPUBLIC OF GERMANY;	DEFENDANT:	COMPLAINT (CLASS ACTION)

Plaintiffs and members of the proposed class, as and for their Complaint against Defendant GERMANY state the following:

INTRODUCTION

This class action seeks to compel redemption of bearer bonds and notes issued during The Weimar Republic, predecessor to modern day Germany. There are no transparent or competent mechanism, board or due process procedures in the United States for bearer bonds or notes to be authenticated, validated and redeemed. Demands for payment have been made, refused and payment is long overdue. Critical evidence has been destroyed, lost or concealed. The debt owed on these bearer bonds or notes is estimated in the hundreds of millions of dollars, if not more.

THE PARTIES

1) Plaintiff Sovereign Bonds Exchange LLC ("SOBE") is a limited liability corporation of the State of Florida and is the holder and owner of and/or has interests in certain bearer bonds or notes.

2) Plaintiff Helmut Gaensel ("GAENSEL") is a resident of the State of Florida, and this judicial district and is the holder and owner of and/or has interests in certain bearer bonds or notes involved in this action.

3) Plaintiff Michael Yohe ("YOHE") is a resident of the State of California and is the holder and owner of and/or has interests in certain bearer bonds or notes involved in this action.

4) Plaintiff James Briant ("BRIANT") is a resident of the State of Minnesota and is the holder and owner of and/or has interests in certain bearer bonds or notes involved in this action.

5) Plaintiffs Conrad Curren ("CURREN") is a resident of Minnesota and is the holder and owner of and/or has interests in certain bearer bonds or notes involved in this action.

6) Defendant GERMANY Federal Republic of Germany (hereinafter "GERMANY") is a foreign state as defined in the Foreign Sovereign Immunities Act, 28 U.S.C. §1603(a). Defendant GERMANY has a place of business located at Federal Ministry of Finance, Wilhelmstrasse 97, 10117 Berlin, Germany. Defendant GERMANY is the legal successor to the Weimar Republic, The German Reich and the obligations of the Weimar Republic and the German Reich, including each of its states, municipalities and its owned companies.

7) Defendant GERMANY established the office of Bundesamt fur zentrale Dienste und Offene Vermogensfragen (BADV), located at Prüfstelle fuer Auslandsbonds, DGZ-Ring 12, D-13086 Berlin, GERMANY, Tel: +49 (0) 3018 7030-0, Fax: +49 (0) 3018 7030-1140, as the agency that is responsible for receiving inquiries on and maintaining documents, records and evidence related to German Gold Bearer Bonds

issued during the Weimar Republic.

8) Defendant GERMANY expressly assumed the liability for and became legally responsible for the debt of all bearer bonds or notes issued by it or the states, municipalities or companies owned by it (hereinafter collectively "Defendant's Bearer Bonds or Notes").

JURISDICTION and VENUE

9) This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1330 because this action is brought against a foreign state, and pursuant to 28 U.S.C. § 1331 because this action arises under the Constitution, laws, or treaties of the United States.

10) The Court has jurisdiction over Defendant GERMANY pursuant to 28 USC § 1605(a)(2) because Plaintiffs' claims are based upon a commercial activity carried on in the United States by the foreign state or its agencies, organs, states and municipalities; or upon an act performed in the United States in connection with a commercial activity of the foreign state elsewhere; or upon an act outside the territory of the United States in connection with a commercial activity of the foreign state elsewhere and that act causes a direct effect in the United States; and pursuant to 28 USC § 1605(a)(3) because Plaintiffs' claims are for property taken in violation of international law and Plaintiffs' property has been used and/or exchanged for assets which are otherwise present in the United States in connection with the commercial activity in the United States of Defendant GERMANY; or that property or any property exchanged for such property is owned or operated by an agency or instrumentality of Defendant GERMANY which are engaged in a ongoing commercial activity in the United States; and pursuant to 28 USC § 1605(a)(4) because Plaintiffs' claims are for property in

the United States acquired by succession or gift or rights which Defendant GERMANY acquired through the wrongful and/or unlawful use of Plaintiffs' property; and pursuant to 28 USC § 1605(a)(5) because Plaintiffs' claims against Defendant GERMANY are for damage to or loss of Plaintiffs' property in the United States which was caused by tortious acts or omissions of Defendant GERMANY.

11) The Court also has general and specific jurisdiction over Defendant GERMANY as it can be found in Florida, does business in Florida and is subject to jurisdiction pursuant to 28 USC §§ 1331 and 1391, as well as Florida's long arm statute.

12) Venue is appropriate in this district because one or more SOBE members resides in this District, also pursuant to 28 USC §§ 1330 and 1331 (as Defendant GERMANY may be sued in any US District Court), 28 USC §§ 1391 (a) (2) and (3), 28 USC §§ 1391 (b) (2) & (3), 28 USC § 1391 (d) and 28 USC § 1391(f) (1) because the action is against a foreign state, because Defendant GERMANY conducts business in Florida, in this District, and because a substantial part of the events or omissions giving rise to the claims occurred within this district, and because a substantial part of the property that is the subject of the action is situated within this judicial district.

OVERVIEW OF GENERAL & HISTORICAL FACTS RELATED TO THE BEARER BONDS & NOTES THAT ARE THE SUBJECT OF THIS ACTION

13) During the period of the Weimar Republic (1919 – 1933) [1], Defendant GERMANY sought to raise funds to build and develop (or rebuild) its states, municipalities, infrastructures, industries and businesses and to pay reparations.

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[1] See http://en.wikipedia.org/wiki/Weimar_Republic

14) To do so, Defendant GERMANY and its predecessor devised a plan and scheme to raise the funds through the sales of bearer bonds or notes worldwide, including "Defendant's Bearer Bonds or Notes".

15) In this regard, the United States was one of the countries worldwide that was targeted for the sales of the bearer bonds or notes, including "Defendant's Bearer Bonds or Notes".

16) Defendant GERMANY and its predecessor entered into agreements with banks, sales agents, trustees and others in the United States for the purposes of selling the bearer bonds or notes, including "Defendant's Bearer Bonds or Notes".

17) Defendant GERMANY and its predecessor sold the bearer bonds or notes throughout the United States, including "Defendant's Bearer Bonds or Notes".

18) The periodic interest, coupons and final redemption payments on the bearer bonds or notes, including "Defendant's Bearer Bonds or Notes", were to be made in the United States.

19) The purchase of the bearer bond or noted formed a binding contract and obligation between the Defendant GERMANY and its predecessor and the purchasers of the bearer bonds or notes, including "Defendant's Bearer Bonds or Notes".

20) The contract and obligations of the Defendant GERMANY and its predecessor related to the bearer bonds and notes extended to the original purchaser and any subsequent owner, holder or "bearer" of the bearer bonds and notes, including "Defendant's Bearer Bonds or Notes".

21) Payments were made on the bearer bonds or notes, including "Defendant's Bearer Bonds or Notes", until 1933.

22) However, in 1993, when Adolf Hitler and his National Socialist German Workers' Party (commonly known as "The Nazi Party") came to power, the Weimar Republic came to an end. And, one of the first acts of Adolf Hitler and The Nazi Party was to end payment on the bearer bonds or notes, including "Defendant's Bearer Bonds or Notes". Yet, after Hitler and the Nazi Party stopped paying the debt service on the aforementioned bearer bonds or notes, they issued other bearer bonds or notes (such as in occupied countries) for which payment has also never been made.

23) The bearer bonds or notes, including "Defendant's Bearer Bonds or Notes", are in default, payment for the bonds is long over-due and Plaintiffs and members of the proposed class have been deprived of their contractual and due process rights to validate, authenticate and obtain payment on the bearer bonds or notes.

FACTS RELATED TO (i) TIMELINESS OF CLAIMS, (ii) EQUITABLE TOLLING OF STATUTE OF LIMITATIONS, (iii) MISREPRESENTATIONS & FRAUD RELATED TO THE BONDS and (iv) FRAUDULENT CONCEALMENT

24) Plaintiffs' claims have been brought in a timely fashion, pursuant to all statutes of limitations that apply to each of Plaintiffs' below listed Counts and/or causes of action.

25) Defendant GERMANY delayed, stalled, concealed and in some instances destroyed or failed to preserve documents and evidence in an effort to mislead Plaintiffs, members of the proposed class and their predecessors in interest.

26) During the period from the 1970s through to the present, Plaintiffs, members of the proposed class and their predecessors took all reasonable steps to obtain the information and documents necessary to prove their claims; however, Defendant GERMANY continued to make misrepresentations that were designed to mislead

Plaintiffs, members of the proposed class and their predecessors and to interfere with their ability to make their claims.

27) Despite demands by Plaintiffs, members of the proposed class or their predecessors, Defendant GERMANY concealed documents related to its relationship, contract and obligations pursuant to "Defendant's Bearer Bonds or Notes" and the wrongful taking and/or expropriation of their property.

28) In 1953, Defendant GERMANY and its predecessor and certain of the former allied nations (the US, France and England) and other nations [2] that claimed reparations, restitution and damages from Defendant GERMANY and its institutions as a result of the damages caused by World War II, came together for a conference in London to attempt to find a solution to the issues surrounding Defendant GERMANY's debt and reparations obligations.

29) The result of the Conference was an "offer" by Defendant GERMANY individually and on behalf of its individual states, municipalities and companies and others to achieve some proposed mechanism of payment of or commitments to deal with certain debt, including debt related to "Defendant's Bearer Bonds or Notes". The offer was memorialized in what has come to be known as the 1953 Agreement on German External Debts (hereinafter referred to as "The LDA" or "The London Debt Accord"). [3]

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[2] The "Creditor Nations" at the London Debt Conference were the Governments of Belgium, Canada, Ceylon, Denmark, the French Republic, Greece, Iran, Ireland, Italy, Liechtenstein, Luxembourg, Norway, Pakistan, Spain, Sweden, Switzerland, the Union of South Africa, the United Kingdom of Great Britain and Northern Ireland, the United States of America, and Yugoslavia. The "Debtor Nation" was The Government of the Federal Republic of Germany. As of 1953, The Federal Republic of Germany did not include many of its former states, territories or provinces (such as Brandenburg, East & West Prussia, Pomerania, Saxony, and Upper and Lower Silesia) that were in the German Democratic Republic ("East Germany") or territories that are now located in Poland.

[3] See Preamble Text of LDA at http://www.mzv.cz/public/ae/30/f4/198495_14930_ExternalDebts.pdf

30) From 1953 to present, Defendant GERMANY has knowingly and falsely misrepresented the terms of The LDA and its applicability to "Defendant's Bearer Bonds or Notes".

31) The holders of bearer bonds and notes who accepted The LDA offer were required to fulfill certain terms and conditions and go through certain procedures as a pre-condition to payment on Bonds, notes or other securities. These procedures were commonly referred to as "The Validation Process".

32) Those holders of bearer bonds or notes who chose not to accept The LDA offer were referred to as "Non-Assenting Bondholders".

33) Non-Assenting Bondholders have not been able to secure payment from the responsible obligor, successor corporate entities or financial institutions or to compel them to redeem, pay or honor the bearer bonds and notes.

34) Non-Assenting Bondholders have had to wait to make their claims for redemption of the bearer bonds or notes until (i) All the persons who had accepted The LDA offer and exchanged its bearer bonds or notes for replacement bearer bonds or notes were paid (which occurred in or about 1994) [4] and (ii) the formal reunification of East & West Germany (which occurred on October 3, 1990).

35) Pursuant to The LDA, as well as the laws of Germany and the US, Non-Assenting Bondholders retained all their original rights to demand payment and/or redemption of its bearer bonds and notes.

36) Pursuant to The LDA, as well as the laws of Germany and the US, Plaintiffs, members of the proposed class and their predecessors, retained all their

[4] In addition, pursuant to The LDA, some claims could not be made until the final reparations / restitution payment of Defendant GERMANY's debt pursuant to the Treaty of Versailles, which payment was only made or due to be paid as of October 3, 2010.

original rights to demand payment and/or redemption of "Defendant's Bearer Bonds or Notes".

37) From 1953 to present, Defendant GERMANY and/or its agents embarked on a fraud or series of actions to frustrate and impede the efforts of Non-Assenting Bondholders to secure payment and/or redemption of its bearer bonds and. These actions included:

a) First Defendant GERMANY claimed that the majority of bearer bonds or notes for which demands were being made for payment and/or redemption could not be redeemed and were not valid, as the invading Russian Army had allegedly stolen them from the Reichsbank in 1945. Defendant GERMANY did this from 1953 and continuing to the present as related to the bearer bonds and notes that are involved in this action;

b) Second, Defendant GERMANY imposed a set of validation procedures whereby the burden was on the bondholder to prove that his/her or their bearer bonds or notes were not stolen, were valid and should be redeemed;

c) Third, when holders of bearer bonds or notes attempted to go through the validation procedure and submitted the serial numbers of the bonds to a validation authority to which they were directed, the bondholder was told that the bearer bonds or notes were allegedly checked against a "list(s) of stolen bonds" [5] and that his/her or their bonds were stolen, were invalid and would not be redeemed;

d) Fourth, when holders of bearer bonds or notes, including in some instances holders of "Defendant's Bearer Bonds or Notes", made the mistake of

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[5] The "list(s) of stolen bonds" as used herein includes the original "list" and all iterations of it (i) that have been used, relied up and/or referred to in refusing to validate or authenticate bearer bonds or notes, including "Defendant's Bearer Bonds or Notes" from 1953 to the present or (ii) that have been used, relied up and/or referred to in submissions by Defendant GERMANY or their agents to US regulators, prosecutors and Courts dealing with The Weimar Republic bearer bonds or notes, including "Defendant's Bearer Bonds or Notes", from 1953 to the present.

submitting the actual bonds, in addition to being told that his/her or their bonds were stolen, were invalid and would not be redeemed, the bonds presented were seized, mutilated and/or otherwise altered [6];

e) Fifth, when holders of the bearer bonds or notes, attempted to challenge the refusal to validate and redeem, or the seizure or mutilation, of the bonds or notes and they demanded proofs of or evidence to support the allegations by Defendant GERMANY, their requests were rejected or ignored; and

f) Lastly, Defendant GERMANY misrepresented the terms of The LDA and the fact that THE LDA was simply an "offer of settlement" on the debt that could be accepted or rejected. If the offer was accepted, the accepting bondholder had to follow The Validation Procedures that were supposedly fair and provided the requisite due process rights. If the offer was rejected, the "non-accepting" or "Non-Assenting bondholder" had to wait until the aforementioned conditions were satisfied before he/she or their could make their claims for redemption of their bonds.

38) Defendant GERMANY also expanded its fraud and other actions to frustrate and impede the efforts of Non-Assenting Bondholders to secure payment and/or redemption of its bonds by notifying US Courts and US regulatory authorities, including the Federal Bureau of Investigation and Securities & Exchange Commission, that persons attempting to trade or utilize the bonds in their possession, were trading in stolen securities, were committing fraud on the German Government and its financial

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[6] The seizure and mutilation of the bonds or notes rendered them worthless. Upon information and belief, Plaintiffs and members of the proposed class allege Defendant GERMANY used this procedure to simply aggregate otherwise valid and authentic bonds, which were then added to the "list(s) of stolen bonds" and rendered worthless. The seizure also resulted in additional interference with the due process rights of Plaintiffs and members of the proposed class.

institutions and/or were dealing with and/or trading in stolen securities [7] or they failed to go through the requisite validation procedures [8].

39) In addition to concealing and withholding from Holders of bearer bonds or notes the alleged "list(s) of stolen bonds", and preventing holders of bearer bonds or notes from being able to challenge the refusal to validate the bonds, from 1953 to present, Defendant GERMANY has also concealed the full and complete documents that form the basis of the bearer bonds or notes and which also delineate the obligations of the issuer, the funder, the companies involved and that further delineate the rights of holders of bearer bonds or notes. Holders of bearer bonds or notes need and needed these concealed, withheld and in some instances destroyed, documents to make their claims. [9] The documents that were concealed, withheld and in some instances destroyed, included (i) the "list(s) of stolen bonds", (ii) the agreements between the borrower and the agents; (iii) the indenture agreements and documentation, (iv) the trust agreements and documentation, (v) the mortgage agreements and documentation, (vi) the sinking fund

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[7] See *In Re: Grand Jury Investigation – Misc. No. 93-7 (Integrated Equities and Jeffrey A. Weston (NJD)* (German Government and witnesses notified US authorities that subject bonds were stolen but refused to produce "list(s) of stolen bonds"); and *Securities and Exchange Commission v J.W. Korth and James Wilder Korth 97-cv-0280 (FLSD) – Note: German Government again notified US authorities that subject bonds were stolen but refused to produce list(s) of stolen bonds. Defendant GERMANY refused to produce serial numbers of his bonds for fear that once known to German Authorities they would be added to the list(s) of stolen bonds – and was fined for refusing to produce the serial numbers).*

[8] *See Teplin v. Federal Republic of Germany, 690 F.2d 1060 (CADC 1982) (Teplin unable to validate or secure payment for his 9,727 bonds – German Government notified US authorities that subject bonds were stolen but never produced list(s) of stolen bonds).*

[9] Under German law, US law and The LDA obligations, Defendant GERMANY was obligated to preserve the documents, including the alleged "list(s) of stolen bonds" until (i) the provisions of Art. 25 of The LDA were fulfilled and (ii) the last Bond of each of the bonds issuances was officially voided and/or redeemed and all the sinking fund monies were disbursed.

agreements and documentation; and (vii) the loan prospectus, offering and documentation. [10]

40) As part of the ongoing efforts to interfere with the rights of holders of bearer bonds or notes, such as Plaintiffs and members of the proposed class, Defendant GERMANY failed to follow the protocols and formalities of The LDA, as well as updating and amending the 1953 and 1960 Validation Laws to ensure due process rights in The Validation Process.

41) As explained in greater detail below, Defendant GERMANY has continued to evade its obligations to Plaintiffs and members of the proposed class, related to "Defendant's Bearer Bonds or Notes".

42) As of October 3, 1990, Defendant GERMANY reaffirmed its liability for the outstanding and unpaid principal and interest under "Defendant's Bearer Bonds or Notes". A full list of the outstanding Bonds is annexed hereto and incorporated herein as Exhibit 1.

43) "Defendant's Bearer Bonds or Notes" entitles the owners, holders or interested persons, to payment upon demand.

44) Plaintiffs are holders, owners and/or have interests in "Defendant's Bearer Bonds or Notes".

45) "Defendant's Bearer Bonds or Notes" have not been canceled, perforated, voided, or otherwise modified.

46) "Defendant's Bearer Bonds or Notes" contain coupons from the 1940s to the various maturity dates.

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[10] See "American Loans to Germany" by Robert R. Kuczynski, Part II Chapter IV - Analysis of Documentary Sources, Chapter X – Yield to Subscriber Provisions, McMillan & Company (1927). *Note: The documents referred to by Kuczynski are documents that have been concealed and/or withheld from holders of bearer bonds or notes from 1953 to the present and which as explained below in some instances have been destroyed, lost and not preserved.*

47) The total outstanding and unpaid principal and interest under "Defendant's Bearer Bonds or Notes" held by Plaintiffs is currently estimated in the hundreds of million dollars, calculated according to the original interest rate through the date of default and the default interest rate from that point to the present.

48) Demand for validation and payment of "Defendant's Bearer Bonds or Notes" was made.

49) At the time demand for payment was made, Defendant GERMANY was in default and the default interest rate applied to "Defendant's Bearer Bonds or Notes".

50) Furthermore, Defendant GERMANY's conduct related to "Defendant's Bearer Bonds or Notes" has been outrageous and unconscionable and as a result, the interest rate due is to be compounded.

51) Defendant GERMANY has refused validation and payment of the outstanding unpaid principal and interest under "Defendant's Bearer Bonds or Notes".

52) In an effort to avoid its contractual obligations, in response to demands for payment by Plaintiffs, members of the proposed class and their predecessors, Defendant GERMANY sent or caused material misrepresentations, and in some instances outright lies, to be mailed, wired, sent and/or made through which Defendant GERMANY stated that it was not obligated to pay on "Defendant's Bearer Bonds or Notes" because the bearer bonds or notes were allegedly stolen from the Reichsbank in Berlin in 1944/5 at the end of World War II.

53) At the time Defendant GERMANY sent or caused the aforesaid material misrepresentations to be made, Defendant GERMANY knew the statements were false and untrue.

54) Defendant GERMANY sent or caused the aforesaid material

misrepresentations to be made as part of a scheme, plan and fraudulent enterprise through which Defendant GERMANY sought to evade its obligations to pay its liability (ies) and avoid honoring its obligations on "Defendant's Bearer Bonds or Notes".

55) At the time Defendant GERMANY sent or caused the aforesaid material misrepresentations to be made it knew or should have known that the statements that "Defendant's Bearer Bonds or Notes" were not in the Reichsbank at the end of the World War II and were not stolen.

56) At the time Defendant GERMANY sent or caused the aforesaid material misrepresentations to be made it did so with reckless disregard for the truth or falsity of its statements that "Defendant's Bearer Bonds or Notes" were allegedly stolen and on the "list(s) of stolen bonds".

57) At the time Defendant GERMANY sent or caused the aforesaid material misrepresentations to be made the aforesaid statements that "Defendant's Bearer Bonds or Notes" were allegedly stolen and on the "list(s) of stolen bonds", it knew that there was in fact no "list(s) of stolen bonds" and that the references to any such list(s) were false and intended to deceive Plaintiffs and/or their predecessors.

58) At the time Defendant GERMANY sent or caused the aforesaid material misrepresentations to be made the aforesaid statements that "Defendant's Bearer Bonds or Notes" were allegedly stolen and on the "list(s) of stolen bonds", it did so with intent to mislead and frustrate efforts the ability of Plaintiffs, members of the proposed class and their predecessors, to validate, honor or redeem the bearer bonds or notes.

59) Plaintiffs, members of the proposed class and their predecessors had a

right to rely upon and did in fact rely to their detriment upon the aforesaid material misrepresentations that were sent or made by Defendant GERMANY.

60) Plaintiffs, members of the proposed class and their predecessors' detrimental reliance also included their delay in making the claims in accordance with the representations made by Defendant GERMANY from 1953 to the present.

61) Through its actions and misrepresentations, Defendant GERMANY interfered with the efforts and ability of Plaintiffs, members of the proposed class and their predecessors, to have "Defendant's Bearer Bonds or Notes" honored and redeemed.

62) Through its actions and misrepresentations, Defendant GERMANY repeatedly tolled and revived the starting of the applicable statute of limitations period within which to make the claims based upon "Defendant's Bearer Bonds or Notes".

63) In addition to the fraud and misrepresentations, Defendant GERMANY and/or its predecessors or agents destroyed evidence or allowed the destruction of evidence, that was necessary to Plaintiffs' ability to validate, redeem or make claims based upon its bearer bonds or notes. The evidence that has been destroyed includes and is not limited to the full and complete set of documents that form the basis of the bearer bonds or notes and which also delineate (i) the obligations of the issuer, the funder, the companies, (ii) the rights of holders of bearer bonds or notes, (iii) the agreements between the borrower and the agents; (iv) the indenture agreements and documentation, (v) the trust agreements and documentation, (vi) the mortgage agreements and documentation, (vii) the sinking fund agreements and documentation; and (viii) the loan prospectus, offering and

documentation.

64) Payment is due and owing by Defendant GERMANY to Plaintiffs for "Defendant's Bearer Bonds or Notes".

CLASS-ACTION ALLEGATIONS

65) This action is brought and may properly be maintained as a class action pursuant to the provision of the Federal Rules of Civil Procedure 23 (b)(1), (2) and (3).

66) Plaintiffs bring this action individually and on behalf of a class of holders of bearer bonds or notes, defined as:

a) Holders of bearer bonds or notes and their heirs, successors, assigns and/or representatives of owners, holders and/or bearers of "Defendant's Bearer Bonds or Notes", for which demand for validation and payment has been refused;

b) Holders of bearer bonds or notes and their heirs, successors, assigns and/or representatives of owners, holders and/or bearers of "Defendant's Bearer Bonds or Notes", as to whom The Validation procedures, as applied, have violated their due process rights;

c) Holders of bearer bonds or notes and their heirs, successors, assigns and/or representatives of owners, holders and/or bearers of "Defendant's Bearer Bonds or Notes", who were refused access to evidence that was allegedly relied upon to deny their request for validation and payment;

d) Holders of bearer bonds or notes and their heirs, successors, assigns and/or representatives of owners, holders and/or bearers of "Defendant's Bearer Bonds or Notes", who were not given the right to arbitration of the denial of their request for validation and payment;

e) Holders of bearer bonds or notes and their heirs, successors, assigns and/or

representatives of owners, holders and/or bearers of "Defendant's Bearer Bonds or Notes", who were not afford the right to present their claims for validation and payment to a Validation office in the United States; and

f) Holders of bearer bonds or notes and their heirs, successors, assigns and/or representatives of owners, holders and/or bearers of "Defendant's Bearer Bonds or Notes" did not accept the offer as contained in The LDA.

67) Members of the proposed class are so numerous and geographically dispersed so as to make joinder of all class members in this action impracticable.

68) The approximate number of the holders of bearer bonds or notes is estimated to be in excess of 2,000. [11]

69) The claims of the named Plaintiffs are typical of the claims of the proposed class, insofar as Plaintiffs and all class members were damaged by the same wrongful conduct of the Defendant GERMANY alleged herein.

70) Defendant GERMANY has acted and/or has refused to act in a fashion that would make injunctive relief and correspondent declaratory relief appropriate with respect to the class as a whole in that Defendant GERMANY has:

a) Been unjustly enriched by its participation in acts to obstruct justice;

b) Refused to establish validation procedures through which Plaintiffs, and the proposed class members, who are holders of "Defendant's Bearer Bonds or Notes" could authenticate their bearer bonds and notes and make claims;

c) Refused to comply with the terms of and duties under The LDA, as well as the 1953 and 1960 Validation Laws, related to "Defendant's Bearer Bonds or Notes",

[11] Defendant GERMANY is or should be in possession of the lists, records and other identifying information or documents showing members of the proposed class, as Defendant GERMANY allegedly has the documents, from the 1953 to October 2, 1990 and then from October 3, 1990 forward, related to persons who made claims for redemption of bonds and who would or could be members of the class and to whom notice of their rights should be given.

by, among other things:

i) Defendant GERMANY's failure to establish and maintain validation board offices, including in the United States, at which Plaintiffs and the proposed class members could authenticate, validate and redeem their bearer bonds or notes;

ii) Defendant GERMANY's failure to establish and maintain validation representatives and officials, including in the United States, to whom Plaintiffs and the proposed class members could turn to demand examination the evidence upon which Defendant GERMANY relied in their consideration – and refusal to - authenticate, validate and redeem their bearer bonds or notes;

iii) Defendant GERMANY's failure to amend The 1953 and 1960 Validation Treaties to provide a mechanism through which Plaintiffs and the proposed class members could authenticate, validate and redeem their bearer bonds and notes;

iv) Defendant GERMANY's failure to create and maintain Arbitration Boards as required under The 1953 and 1960 Treaties;

v) Defendant GERMANY's failure to provide due process rights, including the right of access to evidence, the right to arbitrate and the right to sue, related to Defendant GERMANY's refusal to validate, and Defendant GERMANY's declaration that bearer bonds or notes were allegedly stolen, not authentic or invalid.

71) A class action pursuant to Federal Rules of Civil Procedure 23 is superior to the other available methods for the fair, just and efficient adjudication of the

controversy. Individual litigation would be unduly burdensome to the courts in which the individual litigation would proceed. This class action will allow a single court to provide the benefits of unitary adjudication; judicial economy and the fair and equitable handling of all Plaintiffs' claims in a single forum. The conduct of this action as a class action conserves the resources of the parties and of the judicial system, and preserves the rights of each class member. Furthermore, for most class members, a class action is the only feasible mechanism that allows them an opportunity for legal redress and justice.

72) The named Plaintiffs will fairly and adequately protect the interests of the proposed class. They have no conflicts of interest with the other members of the proposed class. Named Plaintiffs and the consenting class members are represented by counsel who is experienced and competent in the prosecution of claims against foreign governments and/or its agents for actions similar to those claimed herein.

73) Common questions of law and fact predominate in the claims of all class members, including the named Plaintiffs. These claims depend on proving Defendant GERMANY is liable for its acts and/or omissions based on common facts. Named Plaintiffs and the Plaintiffs' class members' proposed evidentiary showings would be based on the same documents and testimony concerning the Defendant GERMANY's actions.

74) The questions of law and fact common to the members of the class, including, but not limited to:

a) Did Defendant GERMANY fail to take the necessary, reasonable and prudent steps to ascertain, locate and protect holders of bearer bonds or notes, including Plaintiffs and the members of the proposed class;

b) Did Defendant GERMANY fail to preserve necessary documents that would be

needed in the eventual authentication and redemption process;

c) Did Defendant GERMANY fail to institute necessary and reasonable protocols and/or instructions to the various redemption institutions in Germany, the US and worldwide;

d) Did Defendant GERMANY fail to take steps to prevent and/or protect Plaintiffs and the members of the proposed class and others from conspiracies, fraudulent and/or other wrongful acts related to "Defendant's Bearer Bonds or Notes", which conspiracies, fraudulent and/or other wrongful acts were known to one of more Defendant GERMANY;

e) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently participate in a conspiracy designed to frustrate and/or interfere with Plaintiffs and the members of the proposed class ability to authenticate and validate "Defendant's Bearer Bonds or Notes";

f) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently participate in a conspiracy designed to frustrate and/or interfere with Plaintiff and the members of the proposed class ability to redeem "Defendant's Bearer Bonds or Notes";

g) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently participate in a conspiracy against Plaintiffs and the members of the proposed class related to "Defendant's Bearer Bonds or Notes";

h) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently participate in a conspiracy to cause damage to Plaintiffs and the members of the proposed class who sought to redeem "Defendant's Bearer Bonds or Notes";

i) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently

fail to honor the obligations of The LDA;

j) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently fail to honor the obligations of The 1953 and 1960 Validation Laws;

k) Did Defendant GERMANY knowingly, carelessly, recklessly and/or negligently interfere with the due process rights of holders and owners of "Defendant's Bearer Bonds or Notes" during The Validation Procedures as required or as implemented;

l) Did Defendant GERMANY engage in commission of fraud and/or conspiracy to commit fraud;

m) Did Defendant GERMANY engage in acts such as conversion and/or misappropriation;

n) Did Defendant GERMANY engage in Wire and Mail Fraud when it sent or caused material misrepresentations to be sent related to the alleged "list(s) of stolen bonds";

o) Did Defendant GERMANY transport and sell securities and/or commercial instruments, in the US or which caused direct affect in the US, in violation of 28 U.S.C. § 1605 (a) (2);

p) Did Defendant GERMANY participate in and/or profit from the wrongful expropriation/taking of property in violation of international law, which property belongs to Plaintiffs, members of the proposed class and their predecessors in interest, and which property was located in the US and elsewhere, in violation of 28 U.S.C.A. § 1605 (a) (3);

q) Did Defendant GERMANY cause loss/damage to property belonging to Plaintiffs and the members of the proposed class, which property was located in the US &

elsewhere, in violation of 28 U.S.C.A. § 1605 (a) (5);

r) Did Defendant GERMANY violate the 1899 and 1907 Hague Conventions, Other Treaties & Jus Cogens;

s) Did Defendant GERMANY violate the European Convention on Human Rights, Article 1, Protocol 1;

t) Did Defendant GERMANY commit deception or fraud in its dealings with Plaintiffs, members of the proposed class or their predecessors; and

u) Did Defendant GERMANY actively engage in an effort to and/or knowingly, carelessly, recklessly and/or negligently obstruct, conceal, withhold, spoil and/or fail to preserve evidence?

75) The questions of law and fact common to the damages claims of the proposed class predominate over any questions affecting only individual class members. Thus, the certification of the proposed class is superior to other available methods for the fair and efficient adjudication of the controversy.

76) The proposed class may be certified under Rule 23 (b) et seq. as appropriate.

FIRST COUNT – DECLARATORY JUDGMENT
Violation of US, German & International Law & Treaties

77) Plaintiffs repeat and incorporate the allegations in ¶¶ 1 to 8 and 13 to 64 as if fully set forth herein.

78) This class action is also brought pursuant to and in accordance with the provisions of 28 USC § 2201 and involves an actual controversy in which this Court *"may declare the rights and other legal relations"* as between Plaintiffs and Defendant GERMANY.

79) As noted or alleged above, Defendant GERMANY has engaged in a

scheme, design and fraudulent enterprise through which it sought to evade its obligations to honor and/or redeem "Defendant's Bearer Bonds or Notes".

80) As noted or alleged above, Defendant GERMANY breached its obligations pursuant to The LDA, as well as the 1953 and 1960 Validation Laws, related to the Validation procedures, the Arbitration Procedures and other obligations.

81) Defendant GERMANY did not follow the obligations it undertook pursuant to The LDA, as well as the 1953 and 1960 Validation Laws, related to the Validation procedures, the Arbitration Procedures and the other obligations in relation to "Defendant's Bearer Bonds or Notes".

82) In order to induce holders of bearer bonds or notes and the signatories to the treaty to accept the offer of The LDA, Defendant GERMANY made knowingly false statements and/or misrepresentations of fact related to the alleged "list(s) of stolen bonds" or the commitments to establish fair Validation Procedures, Arbitration Procedures and Procedures to address bondholder claims upon the event of the Reunification of Germany, in order to induce holders of bearer bonds or notes into and attempting to comply with The LDA, as well as the 1953 and 1960 Validation Laws, related to the Validation procedures, the Arbitration Procedures and the Obligations.

83) At the time they made the aforesaid statements, Defendant GERMANY knew the statements and/or misrepresentations of fact to be false and were done with the intent to induce parties into accepting the offer of The LDA and into attempting to comply with the 1953 and 1960 Validation Laws, related to the Validation procedures, the Arbitration Procedures and the Obligations.

84) After inducing certain holders of bearer bonds or notes and the signatory nations into accepting the offer of The LDA and the 1953 and 1960 Validation Laws and

causing them to become law in the US, Germany and other countries, Defendant GERMANY violated The LDA and the 1953 and 1960 Validation Laws and provisions related to establishment of fair Validation procedures, Arbitration procedures and automatic obligations upon the event of the unification of the two Germanys.

85) Plaintiffs and members of the proposed class and their predecessors and other similarly situated holders of bearer bonds or notes relied to their detriment on these provisions of the London Debt Agreement.

86) Defendant GERMANY has been unjustly enriched by its violation of the terms of The LDA, as well as the 1953 and 1960 Validation Law.

87) As a direct and proximate result of their violation of The LDA as well as the 1953 and 1960 Validation Laws, Defendant GERMANY has earned and wrongfully retained hundreds of millions of dollars, if not billions, which should be equitably disgorged.

88) As a direct and proximate result of Defendant GERMANY's violation of provisions of The LDA as well as the 1953 and 1960 Validation Laws, Plaintiffs and the members of the proposed Plaintiff class have suffered and will continue to suffer damages for which there is no adequate remedy at law.

WHEREFORE, Plaintiffs and members of the proposed class demand judgment against Defendant GERMANY for (i) Declaration that Defendant GERMANY has violated the provisions of The LDA as well as the 1953 and 1960 Validation Laws, specifically related to the Validation Procedures, the Arbitration Procedures and Article 25 obligations upon reunification, (ii) Compelling Defendant GERMANY to comply with the provisions of The LDA as well as the 1953 and 1960 Validation Laws by, among other things, establishing validation boards in the US, claims offices in the US,

rights to challenge decisions and compel arbitration and other due process rights that were to be guaranteed to holders of "Defendant's Bearer Bonds or Notes", (iii) Compelling Defendant GERMANY to account for and disgorge the profits it has made and retained from its violation of and failure to comply with The LDA as well as the 1953 and 1960 Validation Laws, (iv) fees, interest and costs of suit and (v) such other relief as is just and equitable.

SECOND COUNT – Breach of Contract

89) Plaintiffs repeat and incorporate the allegations of ¶¶ 1 to 8 and 13 to 64, and in particular the allegations of ¶¶ 13 to 23 in the Section entitled *"Overview of General & Historical Facts Related to The Bearer Bonds & Notes that are The Subject of This Action"* as if fully set forth herein.

90) Plaintiffs are the lawful owners of "Defendant's Bearer Bonds or Notes".

91) "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class are valid.

92) "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class remain unpaid.

93) Defendant GERMANY is the issuer, obligor, borrower, debtor and/or successors in interest to the original issuers, obligors, borrowers or debtors of "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class.

94) In 1953 and again as of October 3, 1990, Defendant GERMANY obligated itself to pay for the "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class.

95) Defendant GERMANY's failure to authenticate and validate "Defendant's Bearer Bonds or Notes" and failure to provide due process rights to Plaintiffs and members of the proposed class, constituted a breach and/or default in its obligations under The LDA, The 1953 and 1960 Validation Laws, the 1990 Unification Laws and the terms of "Defendant's Bearer Bonds or Notes".

96) Defendant GERMANY's failure to pay for the "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class, constituted a breach and/or default in its obligation under The LDA, The 1953 and 1960 Validation Laws, the 1990 Unification Laws and the terms of "Defendant's Bearer Bonds or Notes" as owed to Plaintiffs and members of the proposed class.

97) Plaintiffs, members of the proposed class and their predecessors have made demands for authentication and validation of "Defendant's Bearer Bonds or Notes" which demands for authentication and validation have been refused.

98) Plaintiffs, members of the proposed class and their predecessors have made demands for payment of "Defendant's Bearer Bonds or Notes", which demands have been refused.

99) Plaintiffs, members of the proposed class and their predecessors have made demands for access to evidence relied upon in the authentication, validation and payment (or rather refusal to authenticate, refusal to validate and refusal to pay) upon "Defendant's Bearer Bonds or Notes" which demands for access to evidence have been refused.

100) The aforesaid refusals to authenticate, validate, redeem, pay for and/or grant access to evidence related to "Defendant's Bearer Bonds or Notes" that

are owned or held by Plaintiffs and members of the proposed class is a breach of Defendant GERMANY's contractual obligations and its obligations under The LDA and The 1953 and 1960 Validation Laws.

101) The aforesaid refusals to authenticate, validate, redeem, pay for and/or grant access to evidence related to "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class is a breach of the due process rights of Plaintiffs and members of the proposed class.

102) As a direct and proximate result of Defendant GERMANY's breach of contract, Plaintiffs and the members of the proposed class, have suffered monetary and other damages.

WHEREFORE, Plaintiffs and members of the proposed class demand judgment against Defendant GERMANY, for (i) judgment in the full amount of all outstanding and unpaid principal and interest, including compound and default interest, due on "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class, in a total amount to be proven at trial; (ii) fees, interest, costs of this action; and (i i i) for such other and further relief as this Court deems just and proper.

THIRD COUNT – Unjust Enrichment

103) Plaintiffs repeat and incorporate the allegations of ¶¶ 1 to 8 and 13 to 64 as if fully set forth herein.

104) Defendant GERMANY was enriched by its failure to pay for the "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class.

105) The enrichment of Defendant GERMANY was at the expense of

Plaintiffs and the members of the proposed class.

106) The circumstances are such that in equity and good conscience Defendant GERMANY should return the money or benefit to Plaintiffs and the members of the proposed class.

107) Defendant GERMANY has been unjustly enriched and benefited from the use of Plaintiffs' funds that it has retained for over 70 years. [12]

WHEREFORE, Plaintiffs and members of the proposed class demand judgment against Defendant GERMANY, for (i) judgment for equitable disgorgement the full amount of all outstanding and unpaid principal and interest, including compound and default interest, due on "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class, and the funds from which Defendant GERMANY was unjustly enriched, in a total amount to be proven at trial; (ii) fees, interest, costs of this action; and (iii) for such other and further relief as this Court deems just and proper.

FOURTH COUNT – Accounting

108) Plaintiffs repeat and incorporate the allegations of ¶¶ 1 to 8 and 13 to 64 as if fully set forth herein.

109) Defendant GERMANY is/was the trustee and/or fiduciary of monies received, paid and of records related to "Defendant's Bearer Bonds or Notes" that are owned or held by Plaintiffs and members of the proposed class.

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[12] The unjust enrichment initially allowed funds from the unpaid debt service for the bearer bonds and notes to be diverted to fund the Nazi Regime's war machine with which atrocities and crimes against humanity were committed. Later, the unjust enrichment was extended to include Defendant GERMANY's failure to pay the debt, debt service and interest due for the municipal and public services, works, projects, institutions and/or other entities that were funded by "Defendant's Bearer Bonds or Notes" and which in many instances continue in existence and operation without payments being made to the persons who financed the works, projects, services and entities, to wit: Plaintiffs and members of the proposed class.

110) As part of its duties as trustee and/or fiduciary, Defendant GERMANY is/was to keep records of, among other things: (i) monies received from the sales of "Defendant's Bearer Bonds or Notes", (ii) interest earned on the monies received from the sales of "Defendant's Bearer Bonds or Notes", (iii) interest paid to holders of "Defendant's Bearer Bonds or Notes", (iv) monies retained in the escrow, trust and/or sinking funds that were to be maintained for "Defendant's Bearer Bonds or Notes", (v) monies paid to redeem "Defendant's Bearer Bonds or Notes" prior to 1945, (vi) monies paid to redeem "Defendant's Bearer Bonds or Notes" after 1953, (vii) accounting records related to "Defendant's Bearer Bonds or Notes", (viii) records of replacement bonds issued for "Defendant's Bearer Bonds or Notes" that were lost or stolen and (ix) other records related to "Defendant's Bearer Bonds or Notes" from the date of their issuance to the present.

111) Defendant GERMANY failed to honor its obligations and duties to Plaintiffs and members of the proposed class by failing to retain and produce accountings of and for "Defendant's Bearer Bonds or Notes" held or owned by Plaintiffs and members of the proposed class.

112) Defendant GERMANY's failure to honor its obligations and duties to Plaintiffs and members of the proposed class by failing to retain and produce accountings of and for "Defendant's Bearer Bonds or Notes" held or owned by Plaintiffs and members of the proposed class, constitutes a breach of its duties as trustee or fiduciary.

113) As a direct and proximate result of Defendant GERMANY's breach of its duties as trustee or fiduciary, Plaintiffs and members of the proposed class have suffered damages and damage to their claims.

WHEREFORE, Plaintiffs and members of the proposed class demand

judgment against Defendant GERMANY, for (i) an accounting of, among other things: (a) monies received from the sales of "Defendant's Bearer Bonds or Notes", (b) interest earned on the monies received from the sales of "Defendant's Bearer Bonds or Notes", (c) interest paid to holders of "Defendant's Bearer Bonds or Notes", (d) monies retained in the escrow, trust and/or sinking funds that were to be maintained for "Defendant's Bearer Bonds or Notes", (e) monies paid to redeem "Defendant's Bearer Bonds or Notes" prior to 1945, (f) monies paid to redeem "Defendant's Bearer Bonds or Notes" after 1953, (g) accounting records related to "Defendant's Bearer Bonds or Notes", (h) records of replacement bonds issued for "Defendant's Bearer Bonds or Notes" that were lost or stolen and (i) other records related to "Defendant's Bearer Bonds or Notes" from the date of their issuance to the present; and (ii) fees, interest, costs of this action; and (iii) for such other and further relief as this Court deems just and proper.

FIFTH COUNT - False and/or Deceptive Marketing & Injunctive Relief

114) Plaintiffs repeat and incorporate the allegations of ¶¶ 1 to 8 and 13 to 64 as if fully set forth herein.

115) Plaintiffs and the members of the proposed class are holders of, lawful owners of and/or have interests in "Defendant's Bearer Bonds or Notes", which remain valid and unpaid.

116) Defendant GERMANY is and has been engaged in marketing and/or sales of bonds and other securities in the United States and in Florida.

117) Florida's Deceptive and Unfair Trade Practices Act is applicable to said Defendant GERMANY's sales and marketing of securities in the State of Florida. *See FL St. 501 et seq.*

118) Florida's Deceptive and Unfair Trade Practices Act contains provisions that permit Plaintiffs and members of the proposed class to make civil claims against said Defendant GERMANY for each violation of the Act. *See Fl. St. 501.2075*

119) Defendant GERMANY has an outstanding obligation that is currently estimated in the hundreds of millions, if not billions of dollars, related to "Defendant's Bearer Bonds or Notes", as well as other Bonds which remain due and owing.

120) Defendant GERMANY has an obligation to fully disclose the extent of their debt and payment obligations to Floridians, such as Plaintiffs SOBE, SOBE affiliates and GAENSEL, for "Defendant's Bearer Bonds or Notes".

121) Defendant GERMANY sought to avoid disclosing the extent of debt and payment obligations as set forth herein to Plaintiffs and members of the proposed class.

122) Defendant GERMANY's failure and/or refusal to disclose the true extent of its debt and payment obligations to Floridians is a violation of Florida's Deceptive and Unfair Trade Practices Act. And, as a result of this violation, Defendant GERMANY has achieved an economic advantage related to its ability to sell and/or market bonds and other securities and/or its general net worth and ability to conduct business in the United States over other banks and/or financial institutions.

123) Defendant GERMANY's failure and/or refusal to disclose the extent of their debt and payment obligations to Floridians, such as Plaintiff and members of the proposed class, constitutes deceptive and/or false advertising and/or marketing practices in violation of *FL St. 501 et seq*

124) As a direct and proximate result of Defendant GERMANY's violation of *FL St. 501 et seq*, Plaintiffs and other Floridians are affected and at risk of suffering future losses for which injunctive relief is appropriate.

WHEREFORE, Plaintiffs demand judgment against Defendant GERMANY for (i) damages pursuant to FL. St. 501.211; (ii) issuance of an injunction and/or cease and desist Order, pursuant to FL. St. 501.208 against Defendant GERMANY from future marketing and/or sales of Bonds or Securities in and/or through Florida until they have made full disclosure of and honored their obligations to Plaintiffs and members of the proposed class; (iii) assessment of civil damages of $10,000 per instances of violation of *See FL St. 501 et seq*, (iv) awarding attorneys fees pursuant to FL. St. 501.2105, (v) awarding interest, costs of this action; and (vi) for such other and further relief as this Court deems just and proper.

SIXTH COUNT – Fraud, Misrepresentation and Fraudulent Concealment

125) Plaintiffs repeat and incorporate the allegations in ¶¶ 1 to 8 and 13 to 64 as if fully set forth herein.

126) As explained in greater detail at ¶¶ 52 to 61 above, Defendant GERMANY made or caused to be made, false statements and/or misrepresentations of fact related to "Defendant's Bearer Bonds or Notes", allegedly being on a "list(s) of stolen bonds" with the intent to deceive Plaintiffs, members of the proposed class and their predecessors.

127) At the time it made or caused the aforesaid statements in ¶¶ 52 to 61, Defendant GERMANY knew the statements and/or misrepresentations of fact to be false.

128) Plaintiffs, members of the proposed class and their predecessors relied on the aforesaid statements in particular at ¶¶ 52 to 61, related to "Defendant's Bearer Bonds or Notes", as allegedly being on a "list(s) of stolen bonds" and/or not being able to validate the bonds.

129) Defendant GERMANY concealed documents and evidence that Plaintiffs,

members of the proposed class and their predecessors needed to validate their bonds, and/or make claims to have the bonds redeemed or honored.

130) The documents that Defendant GERMANY concealed and/or withheld, included, among other things, (i) the "list(s) of stolen bonds", (ii) the agreements between the borrower and the agents; (iii) the indenture agreements and documentation, (iv) the trust agreements and documentation, (v) the mortgage agreements and documentation, (vi) the sinking fund agreements and documentation; and (vii) the loan prospectus, offering and documentation.

131) As a direct and proximate result of Defendant GERMANY' fraud, misrepresentations and concealment and/or withholding of documents, Plaintiffs, members of the proposed class and their predecessors were unable to have their bonds redeemed and/or honored and suffered other monetary damages.

WHEREFORE, Plaintiffs demand judgment against Defendant GERMANY for (i) judgment in the full amount of all outstanding and unpaid principal and interest, including compound and default interest, due on "Defendant's Bearer Bonds or Notes" in a total amount to be proven at trial; (ii) fees, interest, costs of this action; and (iii) such other and further relief as this Court deems just and proper.

SEVENTH COUNT – Third Party Action for Spoliation of Evidence

132) Plaintiffs repeat and incorporate the allegations in ¶¶ 1 to 8 and 13 to 64 as if fully set forth herein.

133) Defendant GERMANY is/was under a duty to maintain and preserve all documents related to claims that could or would be made based upon "Defendant's Bearer Bonds or Notes".

134) The office of Bundesamt fur zentrale Dienste und Offene Vermogensfragen (BADV), located at Prüfstelle fuer Auslandsbonds, DGZ-Ring 12, D-13086 Berlin, GERMANY, Tel: +49 (0) 3018 7030-0, Fax: +49 (0) 3018 7030-1140, acted as Defendant GERMANY's agent and was responsible for receiving inquiries on and maintaining documents, records and evidence related to German Gold Bearer Bonds issued during the Weimar Republic, including Defendant's Bearer Bonds or Notes.

135) Although not directly involved in other claims by members of the proposed class, Defendant GERMANY knew of its obligation to preserve the documents and records related to "Defendant's Bearer Bonds or Notes" in 1953 when The LDA and the 1953 Validation Laws were negotiated and passed.

136) Although not directly involved in other claims by members of the proposed class, Defendant GERMANY and its agents, knew of its / their obligation to preserve the documents and records related to "Defendant's Bearer Bonds or Notes" from 1953 to 1990.

137) By way of example, Defendant GERMANY knew of its obligation to preserve the documents and records related to "Defendant's Bearer Bonds or Notes" as a result of:

a) Communications between Defendant GERMANY or its agents and the US Securities and Exchange Commission, when Defendant GERMANY sought to have "Defendant's Bearer Bonds or Notes" declared as "stolen", invalid and/or unlawful to trade or use for commercial purposes in the US, e.g. cases in the 1980s and 1990s involving J.W. Korth and Teplin [13];

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[13] See FN # 7 & 8 above.

b) Claims by other Bondholders such as Charles Kupfer of NY who made claims dating back to the 1970s [14];

c) Other claims by other bondholders who sought to redeem bearer bonds after the October 3, 1990 Unification of the two Germanys [15].

138) Notwithstanding this obligation, Defendant GERMANY knowingly, negligently, carelessly or recklessly caused or allowed the destruction of documents and records related to "Defendant's Bearer Bonds or Notes" and other bearer bonds or notes held or owned by Plaintiffs, members of the proposed class and their predecessors.

139) Plaintiffs and members of the proposed class only discovered the destruction, spoliation and/or failure to preserve documents at the September 13, 2010 hearing before the Hon. Paul A. Crotty USDJ in the case of *Kupfer v Federal Republic of Germany 07-cv-8589 (PAC)* . At that hearing counsel Jeffrey Harris Esq. (who represents Defendant GERMANY in other related actions) admitted that he and his clients looked but could not find documents including but not limited to (i) the agreements between the borrower and the agents; (ii) the indenture agreements and documentation, (iii) the trust agreements and documentation, (iv) the mortgage agreements and documentation, (v) the sinking fund agreements and documentation; and (vi) the loan prospectus, offering and documentation. Plaintiffs also believe that the "list(s) of stolen bonds" – and in particular the various iterations of it from 1953 to present - if they ever did exist, have been concealed, altered, lost, destroyed or were not preserved.

140) At all times relevant hereto, Defendant GERMANY and its agents, were

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[14] See declarations filed and exhibits attached thereto by plaintiff in *Kupfer v Federal Republic of Germany 07-cv-8589 (PAC)*, pending in USDC for Southern District of New York, demonstrating claims made and notices sent to Defendant GERMANY or their agents in 1970s.

[15] Plaintiff SOBE, some of its members, its affiliates and other members of the proposed class made demands after German unification.

aware of the existence of potential civil actions based on "Defendant's Bearer Bonds or Notes".

141) At all times relevant hereto, Defendant GERMANY had a legal or contractual duty to preserve evidence which is relevant to the potential civil action based on "Defendant's Bearer Bonds or Notes".

142) At all times relevant hereto, evidence related to the potential civil actions based on "Defendant's Bearer Bonds or Notes" has been destroyed, spoiled and/or lost.

143) At all times relevant hereto, without the full and complete documents that form the basis of "Defendant's Bearer Bonds or Notes" and which also delineate the obligations of the issuer, the funder, the companies and that further delineate the rights of Plaintiffs and members of the proposed class, including (i) the "list(s) of stolen bonds", (ii) the agreements between the borrower and the agents; (iii) the indenture agreements and documentation, (iv) the trust agreements and documentation, (v) the mortgage agreements and documentation, (vi) the sinking fund agreements and documentation; and (vii) the loan prospectus, offering and documentation, Plaintiffs and members of the proposed class suffer a significant impairment in their ability to prove their claims in this lawsuit.

144) At all times relevant hereto, there is a direct and causal relationship between the destruction, spoliation and loss of evidence related to "Defendant's Bearer Bonds or Notes" and the inability of Plaintiffs and the members of the proposed class to respond to Defendant GERMANY's allegations that the bearer bonds or notes were on the "list(s) of stolen bonds", assertions of failure to validate and claims that "Defendant's Bearer Bonds or Notes" owned or held by Plaintiffs or members of the proposed class, should not be redeemed and/or should not be honored.

145) As a direct and proximate result of Defendant GERMANY's destruction, spoliation and/or failure to preserve documents, Plaintiffs, members of the proposed class and their predecessors are prejudiced in their ability to respond to Defendant GERMANY's allegations that the bearer bonds or notes were on the "list(s) of stolen bonds", assertions of failure to validate and claims that "Defendant's Bearer Bonds or Notes" owned of held by Plaintiffs or members of the proposed class, should not be redeemed and/or should not be honored, and they have suffered other monetary damages.

WHEREFORE, Plaintiffs demand judgment against Defendant GERMANY for (i) judgment in the full amount of all outstanding and unpaid principal and interest, including compound and default interest, due on "Defendant's Bearer Bonds or Notes" in a total amount to be proven at trial; (ii) fees, interest, costs of this action; and (iii) such other and further relief as this Court deems just and proper.

Dated: October 4, 2010

/s/ electronically signed
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EXHIBIT 1
SOBE et al v FEDERAL REPUBLIC OF GERMANY et al
Case No. _____

West German Bonds Class Action Complaint dated October 5, 2010

- "German External Loan 1924" (Dawes Loan) Seven Percent Gold Bond, due October 1948
- German Government International 5 & ½ % Loan 1930 (Young Loan)
- Dortmund Municipal Utilities – Twenty Five Year Sinking Fund 6 & ½ % Mortgage Gold Bond, due October 1948
- City of Frankfurt-on-Main Twenty Five Year Sinking Fund 6 & ½ % Gold Bond, Municipal External Loan of 1928, due May 1, 1928
- Rheinelbe Union 7 % Gold Bond issued in 1926
- State of Bavaria 6 & ½ % Gold Bonds issued in 1925
- State of Hamburg 6 % Gold Bond issued in 1926
- Rhine Westphalia Electric Power Corporation 6 & 7 % Gold Bonds issued 1925 – 1930
- Also included and incorporated herein as relates to plaintiffs and the proposed class are persons whose bonds were listed on the Schedules to the 1953 Treaty between Germany (4 U.S.T. 869 – 871 of the Treaty/Law– Bonds of the German Reich and the Former State of Prussia and 4 U.S.T. 876 - 884) and the United States regarding the Validation of Dollar Bonds, and the 1960 amendment thereto (12 U.S.T. 948) (see copies attached).

Annex
(Article 1 (1))

Schedule of Foreign Currency Bonds†)

A. Bonds of the German Reich and the Former State of Prussia

Ser. No.	Designation	Currency	Country of Offering
1	German External Loan 1924 (Dawes Loan) — Bonds to Bearer		
	a) German Government £ 7% Sterling Bonds, 1924 — Belgian Issue	£	Belgium
	b) German Government £ 7% Sterling Bonds 1924 — Dutch Issue	£	Holland
	c) German Government £ 7% Sterling Bonds, 1924 — French Issue	£	France
	d) German Government 7% Lire Bonds, 1924 — Italian Issue	Lire	Italy
	e) German Government £ 7% Sterling Bonds, 1924 — German Issue	£	Switzerland
	f) German Government £ 7% Sterling Bonds, 1924 — Swiss Issue	£	Switzerland
	g) German Government 7% Swiss Franc Bonds, 1924 — Swiss Issue	Swiss Francs	Switzerland
	h) German Government £ 7% Sterling Bonds, 1924 — British Issue	£	United Kingdom of Great Britain and Northern Ireland
	i) Seven Per Cent. Gold Bonds (Total Issue in United States of America: $110,000,000)	$	United States of America
2	The German Reich 6% External Loan of 1930 (Kreuger Loan) — Fifty Years Gold Bonds	$	Sweden

†) The Bonds marked * have been included in the Schedule by virtue of Article 1 of the First Implementing Ordinance under the Law for the Validation of German Foreign Currency Bonds (Supplementation of Schedule of German Foreign Currency Bonds) dated 21 February 1953 (Bundesgesetzblatt I page 31). Article 2 of the Ordinance specifies the Opening Date to be 1 August 1953.

A. Bonds of the German Reich and the Former State of Prussia—Continued

Ser. No.	Designation	Currency	Country of Offering
3	German Government International 5½ Per Cent. Loan, 1930 (Young Loan) — Bonds to Bearer		
	a) Belgian Issue	Belgas or Belgian Francs	Belgium
	b) Dutch Issue	Dutch Florins	Holland
	c) French Issue	French Francs	France
	d) Italian Issue	Lire	Italy
	e) Swedish Issue	Swedish Kronor	Sweden
	f) German Issue	Reichs-marks	Switzerland
	g) Swiss Issue	Swiss Francs	Switzerland
	h) German Government International 5½% Sterling Bonds, 1930	£	United Kingdom of Great Britain and Northern Ireland
	i) Five and One Half Per Cent. Gold Bonds (Total Issue in United States of America: $98,250,000)	$	United States of America
4	The Free State of Prussia (Freistaat Preußen) — 6½% Sinking Fund Gold Bonds — External Loan of 1926	$	United States of America
5	The Free State of Prussia (Freistaat Preußen) — 6% Sinking Fund Gold Bonds — External Loan 1927	$	United States of America

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B. Bonds of the Konversionskasse for German External Debts

Ser. No.	Interest Rate	Currency	Designation	Date of Issue	Country of Offering
1a	4%	£	Series I	1. 6. 1935	United Kingdom of Great Britain and Northern Ireland
1b			Series II	1. 8. 1936	
1c			Series III	1. 3. 1937	
1d			Series IV	1. 8. 1937	
1e			Series V	1. 4. 1938	
2	4%	Dutch Florins	Series I	1. 11. 1935	Holland
3a	4%	Swedish Kronor	Series I	2. 3. 1936	Sweden
3b			Series II	1. 9. 1936	
3c			Series III	1. 3. 1937	
3d			Series IV	1. 9. 1937	
3e			Series V	1. 4. 1938	
3f			Series VI	1. 12. 1938	
4a	4%	Swiss Francs	Series IA	1. 7. 1935	Switzerland
4b			Series IB	1. 7. 1935	
4c			Series IIA	15. 8. 1936	
4d			Series IIB	15. 8. 1936	
5	3%	Swiss Francs		1. 12. 1936	Switzerland
6	3%	Swiss Francs	Neue Ausgabe	1. 3. 1937	Switzerland
7	3%	French Francs		1. 12. 1936	France
8	3%	French Francs	Neue Ausgabe	1. 3. 1937	France
9	3%	Dutch Florins		1. 12. 1936	Holland
10	3%	Dutch Florins	Neue Ausgabe	1. 3. 1937	Holland
11	3%	$		1. 7. 1936	United States of America
12	3%	$	Neue Ausgabe	1. 6. 1937	United States of America
13	3%	£		1. 12. 1936	United Kingdom of Great Britain and Northern Ireland
14	3%	£	Neue Ausgabe	1. 3. 1937	United Kingdom of Great Britain and Northern Ireland

IV. Country of Offering: United States of America

(All issues expressed in $)

Ser. No.	German Designation	Issuer	American Designation	Original Rate of Interest	Designation	Year of Issue
1	Allgemeine Elektricitäts-Gesellschaft (AEG)	General Electric Company, Germany		7%	Twenty-Year Sinking Fund Gold Debentures — Due January 15, 1945	1925
2	Allgemeine Elektricitäts-Gesellschaft (AEG)	General Electric Company, Germany		6½%	Fifteen-Year Gold Sinking Fund Debentures — Due December 1, 1940	1925
3	Allgemeine Elektricitäts-Gesellschaft (AEG)	General Electric Company, Germany		6%	Twenty-Year Sinking Fund Gold Debentures — Due May 1, 1948	1928
4	Bayerisch-Pfälzische Städte	Bavarian Palatinate Consolidated Cities, Germany		7%	External Serial Gold Bonds	1926
5	Bayern, Freistaat	Free State of Bavaria		6½%	Serial Gold Bonds	1925
6	Bayern, Freistaat	Free State of Bavaria		6½%	External Twenty Year Sinking Fund Gold Bonds — Due August 1, 1945	1925
7	Berlin, Stadt	City of Berlin		6½%	Twenty-five Year Sinking Fund Gold Bonds — Due April First, 1950	1925
8	Berlin, Stadt	City of Berlin		6%	Thirty Year External Sinking Fund Gold Bonds — Due June 15, 1958	1928
9	Berliner Städtische Elektrizitätswerke Akt.-Ges. (jetzt: Berliner Kraft- und Licht [Bewag]-Aktiengesellschaft)	Berlin City Electric Company, Incorporated		6½%	Twenty-five Year Sinking Fund Debentures — Due December 1, 1951	1926
10	Berliner Städtische Elektrizitätswerke Akt.-Ges. (jetzt: Berliner Kraft- und Licht [Bewag]-Aktiengesellschaft)	Berlin City Electric Company, Incorporated		6½%	Thirty-Year Sinking Fund Debentures — Due February 1, 1959	1929
11	Berliner Städtische Elektrizitätswerke Akt.-Ges. (jetzt: Berliner Kraft- und Licht [Bewag]-Aktiengesellschaft)	Berlin City Electric Company, Incorporated		6%	Twenty-five Year Debentures — Due April 1, 1955	1930

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C. Other Securities—Continued

IV. Country of Offering: United States of America—Continued

(All issues expressed in $)

Ser. No.	German Designation	Issuer	American Designation	Original Rate of Interest	Designation	Year of Issue
12	Bezirksverband Oberschwäbische Elektrizitätswerke		Consolidated Hydro-Electric Works of Upper Wurttemberg	7%	First Mortgage Thirty-Year Sinking Fund Gold Bonds — Due January 15, 1956	1926
13	Braunkohlen-Industrie-Aktiengesellschaft "Zukunft"		Brown Coal Industrial Corporation "Zukunft"	6½%	Sinking Fund Mortgage Gold Bonds Series A — Due April 1, 1953	1928
14	Bremen, Freie Hansestadt		State of Bremen (Free Hanseatic City of Bremen)	7%	Ten-Year External Loan Gold Bonds — Due September 1, 1935	1925
15	Central-Ausschuß für die Innere Mission der Deutschen Evangelischen Kirche		(Protestant Church in Germany Welfare Institutions Loan)	7%	Twenty Year Secured Sinking Fund Gold Bonds	1926
16	Deutsch-Atlantische Telegraphengesellschaft		German Atlantic Cable Company	7%	First Mortgage Twenty-Year Sinking Fund Gold Dollar Bonds — Due April 1, 1945	1925
17	Deutsche Landesbankenzentrale Aktiengesellschaft		Central Bank of German State & Provincial Banks, Inc.	6%	First Mortgage Secured Gold Sinking Fund Bonds Series A — Due August 1, 1952	1927
18	Deutsche Landesbankenzentrale Aktiengesellschaft		Central Bank of German State & Provincial Banks, Inc.	6%	Mortgage Secured Gold Sinking Fund Bonds Series B — Due October 1, 1951	1927
19	Deutsche Landesbankenzentrale Aktiengesellschaft als Zentralagent für: Hannoversche Landeskreditanstalt, Landesbank der Provinz Schleswig-Holstein, Brandenburgische Provinzialbank und Giro-		Central Bank of German State & Provincial Banks, Inc.	6½%	German Provincial and Communal Banks Consolidated Agricultural Loan — Secured Sinking Fund Gold Bonds Series A — Due June 1, 1958	1928

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	Zentrale, Landesbank der Rheinprovinz, Landesbank der Provinz Westfalen, Nassauische Landesbank, Badischen Sparkassen- und Giroverband, Badische Girozentrale, Württembergischen Sparkassen- und Giroverband und andere Kommunalbanken Mittel- und Ostdeutschlands				
20	Deutsche Rentenbank-Kreditanstalt Landwirtschaftliche Zentralbank	German Central Bank for Agriculture	7%	First Lien Gold Farm Loan Sinking Fund Bonds — Due September 15, 1950	1925
21	Deutsche Rentenbank-Kreditanstalt Landwirtschaftliche Zentralbank	German Central Bank for Agriculture	6%	Farm Loan Secured Gold Sinking Fund Bonds — Due July 15, 1960	1927
22	Deutsche Rentenbank-Kreditanstalt Landwirtschaftliche Zentralbank	German Central Bank for Agriculture	6%	Farm Loan Secured Gold Sinking Fund Bonds — Second Series of 1927 — Due October 15, 1960	1927
23	Deutsche Rentenbank-Kreditanstalt Landwirtschaftliche Zentralbank	German Central Bank for Agriculture	6%	Farm Loan Secured Gold Sinking Fund Bonds — Series A of 1928 — Due April 15, 1938	1928
24	Deutscher Sparkassen- und Giroverband	German Savings Banks and Clearing Association	7%	German Consolidated Municipal Loan — Sinking Fund Secured Gold Bonds — Series of 1926 due 1947 — Due February 1, 1947	1926
25	Deutscher Sparkassen- und Giroverband	German Savings Banks and Clearing Association	6%	German Consolidated Municipal Loan — Sinking Fund Secured Gold Bonds — Series due 1947	1928

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C. Other Securities—Continued

IV. Country of Offering: United States of America—Continued

(All issues expressed in $)

Ser. No.	German Designation	Issuer	American Designation	Original Rate of Interest	Designation	Year of Issue
26	Dortmunder Wasserwerksgesellschaft m. b. H., Dortmunder Aktiengesellschaft für Gasbeleuchtung, Dortmunder Straßenbahnen G.m.b.H. (jetzt: Dortmunder Stadtwerke Aktiengesellschaft)	Dortmund Municipal Utilities	6½%	Twenty-Year Sinking Fund Mortgage Gold Bonds — Due October 1, 1948	1928
27	Düsseldorf, Stadt	City of Duesseldorf	7%	External Serial Gold Bonds	1925
28	Duisburg, Stadt	City of Duisburg	7%	Serial Gold Bonds	1925
29	Elektrizitätswerk Unterelbe, Aktiengesellschaft	Unterelbe Power & Light Company	6%	Twenty-Five Year Sinking Fund Mortgage Gold Bonds, Series A — Due April 1, 1953	1928
30	Elektrowerke Aktiengesellschaft	Electric Power Corporation	6½%	First Mortgage Sinking Fund Gold Bonds — Series Due 1950	1925
31	Elektrowerke Aktiengesellschaft	Electric Power Corporation	6½%	First Mortgage Sinking Fund Gold Bonds — Series Due 1953	1928
32	Frankfurt am Main, Stadt	City of Frankfort-on-Main	7%	Serial Gold Bonds External Loan of 1925	1925
33	Frankfurt am Main, Stadt	City of Frankfort-on-Main	6½%	Twenty-five-Year Sinking Fund Gold Bonds Municipal External Loan of 1928 — Due May 1, 1953	1928
34	Gas- und Eltwerke kommunale Aktiengesellschaft Recklinghausen	Municipal Gas and Electric Corporation of Recklinghausen	7%	First Mortgage Twenty-Year Sinking Fund Gold Bonds — Due December 1, 1947	1927

35	Gesamtverband der acht bayerischen Diözesen	Roman Catholic Church in Bavaria	6½%	Twenty-Year Sinking Fund Gold Bonds Series A — Due March 1, 1946	1926
36	Gesellschaft für elektrische Hoch- und Untergrundbahnen in Berlin — (jetzt: Berliner Verkehrs-Betriebe [BVG])	Berlin Electric Elevated and Underground Railways Company	6½%	Thirty-Year First Mortgage Sinking Fund Gold Bonds — Due October 1, 1956	1926
37	Gesfürel (Gesellschaft für Elektrische Unternehmungen)	Gesfürel	6%	Sinking Fund Gold Debentures — Due June 1, 1953	1928
38	Großkraftwerk Mannheim Aktien-Gesellschaft, Pfalzwerke Aktiengesellschaft	Mannheim and Palatinate Electric Companies	7%	Fifteen-Year Sinking Fund Mortgage Gold Bonds — Due June 1, 1941	1926
39	Gutehoffnungshütte, Aktienverein für Bergbau und Hüttenbetrieb; Gutehoffnungshütte Oberhausen Aktiengesellschaft	"Good Hope Steel and Iron Works"	7%	Twenty-Year Sinking Fund Mortgage Gold Bonds — Due October 15, 1945	1925
40	Hamburger Hochbahn Aktiengesellschaft	Hamburg Elevated Underground and Street Railways Co.	5½%	Ten-Year Gold Loan — Due June 1, 1938	1928
41	Hamburger Staat (Freie und Hansestadt Hamburg)	State of Hamburg (Free and Hanseatic City of Hamburg)	6%	Twenty-Year Gold Bonds — Due October 1, 1946	1926
42	Hannover, Stadt	City of Hanover	7%	Ten Year External Convertible Gold Bonds — Due November 1, 1939	1929
43	Hannover, Stadt	City of Hanover	7%	External Sinking Fund Gold Bonds — Due November 1 1959	1929
44	Harpener Bergbau-Aktien-Gesellschaft	Harpen Mining Corporation	6%	Gold Mortgage Bonds Series of 1929 — Due January 1, 1949	1929
45	Harzwasserwerke der Provinz Hannover	Province of Hanover Harz Water Works	6%	Sinking Fund Gold Bonds, First Series — Due August 1, 1957	1927
46	Harzwasserwerke der Provinz Hannover	Province of Hanover Harz Water Works	6½%	Sinking Fund Gold Bonds, Second Series — Due February 1, 1949	1929
47	Ilseder Hütte	Ilseder Steel Corporation	6%	Gold Mortgage Bonds — Series of 1928 — Due August 1, 1948	1928
48	Rudolph Karstadt Aktiengesellschaft	Rudolph Karstadt, Incorporated	6%	First Mortgage Collateral Sinking Fund Bonds — Due November 1, 1943	1928

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C. Other Securities—Continued

IV. Country of Offering: United States of America—Continued

(All issues expressed in $)

Ser. No.	German Designation	Issuer	American Designation	Original Rate of Interest	Designation	Year of Issue
49	Köln, Stadt		City of Cologne	6½%	Twenty-five Year Sinking Fund Gold Bonds — Due March 15, 1950	1925
50	Königsberger Zellstoff-Fabriken und Chemische Werke Koholyt Aktiengesellschaft		Koholyt Corporation	6½%	First (Closed) Mortgage Sinking Fund Gold Bonds	1928
51	Kommunale Landesbank in Darmstadt		Municipal Bank of the State of Hessen	7%	Serial Gold Bonds	1925
52	Lüneburger Kraft-, Licht- und Wasserwerke Gesellschaft mit beschränkter Haftung		Luneburg Power, Light and Waterworks, Ltd.	7%	First Mortgage Twenty-Year Sinking Fund Gold Bonds — Due May 1, 1948	1928
53	Mansfeld Aktiengesellschaft für Bergbau und Hüttenbetrieb		Mansfeld Mining and Smelting Company	7%	Fifteen Year (closed) Mortgage Sinking Fund Gold Bonds — Due May 1, 1941	1926
54	"Miag" Mühlenbau und Industrie-Aktiengesellschaft (jetzt: G.m.b.H.)		Miag Mill Machinery Company	7%	Closed First Mortgage Thirty-Year Sinking Fund Gold Bonds — Due June 1, 1956	1926
55	München, Stadt		City of Munich	7%	Serial Gold Bonds	1925
56	Norddeutscher Lloyd (Bremen)		North German Lloyd Bremen	6%	Twenty-Year Sinking Fund Gold Bonds — Due November 1, 1947	1927
57	Norddeutscher Lloyd (Bremen)		North German Lloyd Bremen	4%	Sinking Fund Bonds of 1933 — Due November 1, 1947	1933
58	Nürnberg, Stadt		City of Nuremberg	6%	External Twenty-Five Year Sinking Fund Gold Bonds — Due August 1, 1952	1927

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59	Oberpfalzwerke Aktiengesellschaft für Elektrizitätsversorgung (jetzt Energieversorgung Ostbayern Aktiengesellschaft)	Oberpfalz Electric Power Corporation	7%	First Mortgage Sinking Fund Gold Bonds	1926
60	Oldenburg, Freistaat	Free State of Oldenburg	7%	External Serial Gold Bonds	1925
61	Pfälzische Städte: siehe Bayerisch-Pfälzische Städte				
62	Pfalzwerke Aktiengesellschaft: siehe Großkraftwerk Mannheim				
63	Preußische Elektrizitäts-Aktiengesellschaft (Preußenelektra)	Prussian Electric Company	6%	Sinking Fund Gold Debentures — Due February 1, 1954	1929
64	Rhein-Elbe Union	Rheinelbe Union	7%	Twenty-Year Sinking Fund Mortgage Gold Bonds — Due January 1, 1946	1926
65	Rheinisch-Westfälisches Elektrizitätswerk Aktien-Gesellschaft	Rhine-Westphalia Electric Power Corporation	7%	Direct Mortgage Gold Bonds — Due November 1, 1950	1925
66	Rheinisch-Westfälisches Elektrizitätswerk Aktien-Gesellschaft	Rhine-Westphalia Electric Power Corporation	6%	Direct Mortgage Gold Bonds — Due May 1, 1952	1927
67	Rheinisch-Westfälisches Elektrizitätswerk Aktien-Gesellschaft	Rhine-Westphalia Electric Power Corporation	6%	Consolidated Mortgage Gold Bonds — Due August 1, 1953	1928
68	Rheinisch-Westfälisches Elektrizitätswerk Aktien-Gesellschaft	Rhine-Westphalia Electric Power Corporation	6%	Consolidated Mortgage Gold Bonds — Due April 1, 1955	1930
69	Rhein-Main-Donau Aktiengesellschaft	Rhine-Main-Danube Corporation	7%	Sinking Fund Gold Debentures, Series A — Due September 1, 1950	1925
70	Römisch-Katholische kirchliche Wohlfahrtseinrichtungen in Deutschland (Der Deutsche Caritasverband Eingetragener Verein, Die Katholische Schulorganisation Deutschlands (Landesausschuß Preußen) Eingetragener Verein und Der Reichsverband der Katholischen Gesellenhäuser, Lehrlings- und Ledigenheime Eingetragener Verein)	Roman Catholic Church Welfare Institutions in Germany	7%	Twenty Year Secured Sinking Fund Gold Bonds	1926/28

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C. Other Securities—Continued

IV. Country of Offering: United States of America—Continued

(All issues expressed in $)

Ser. No.	German Designation	Issuer	American Designation	Original Rate of Interest	Designation	Year of Issue
71	Ruhrchemie Aktiengesellschaft		Ruhr Chemical Corporation	6%	Sinking Fund Mortgage Bonds, Series A — Due April 1, 1948	1928
72	Ruhrgas Aktiengesellschaft		Ruhr Gas Corporation	6½%	Secured Sinking Fund Bonds, Series A — Due October 1, 1953	1928
73	Ruhrwohnungsbau-Aktiengesellschaft		Ruhr Housing Corporation	6½%	First Mortgage Sinking Fund Bonds — Due November 1, 1958	1928
74	Leonhard Tietz Aktiengesellschaft (jetzt: Westdeutsche Kaufhof Aktiengesellschaft)		Leonhard Tietz, Incorporated	7½%	Twenty-Year Mortgage Gold Bonds	1926
75	Vereinigte Badische Städte		Consolidated Municipalities of Baden	7%	External Sinking Fund Gold Bonds — Due January 1 1951	1926
76	Vereinigte Elektrizitätswerke Westfalen G.m.b.H. (jetzt: Aktiengesellschaft)		Westphalia United Electric Power Corporation	6%	First Mortgage Sinking Fund Gold Bonds, Series A — Due January 1, 1953	1928
77	Vereinigte Industrieunternehmungen Aktiengesellschaft (Viag)		United Industrial Corporation (Viag)	6%	Hydro-Electric First (Closed) Mortgage Sinking Fund Gold Bonds	1925
78	Vereinigte Industrieunternehmungen Aktiengesellschaft (Viag)		United Industrial Corporation (Viag)	6½%	Sinking Fund Gold Debentures	1926
79	Vereinigte Stahlwerke-Aktiengesellschaft		United Steel Works Corporation	6½%	25-Year Sinking Fund Mortgage Gold Bonds, Series A — Due June 1, 1951	1926
80	Vereinigte Stahlwerke Aktiengesellschaft		United Steel Works Corporation	6½%	25-Year Sinking Fund Mortgage Gold Bonds, Series C — Due June 1, 1951	1926

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81	Vereinigte Stahlwerke Aktiengesellschaft	United Steel Works Corporation	6½%	20-Year Sinking Fund Debentures, Series A — Due July 1, 1947	1927
82	Vestische Kleinbahnen Gesellschaft mit beschränkter Haftung (Vestische Straßenbahn G.m.b.H.)	Vesten Electric Railways Company	7%	First Mortgage Twenty Year Sinking Fund Gold Bonds — Due December 1, 1947	1927
83	Wasserwirtschaft im Rheinisch-Westfälischen Industriegebiet (Ruhrkohlenbezirk), G.m.b.H.	Rhine-Ruhr Water Service Union	6%	Twenty-Five Year Sinking Fund External Gold Debentures — Due January 1, 1953	1928
84	Wohnhaus-Grundstücks-Verwertungs-Aktiengesellschaft am Lehniner Platz	Housing and Realty Improvement Company, Berlin	7%	First (Closed) Mortgage Twenty Year Sinking Fund Gold Bonds	1926
85	Württembergische Städte und Gemeinden	(State of Württemberg Consolidated Municipal External Loan of 1925)	7%	Serial Gold Bonds	1925
86*	Heidelberg, Stadt	City of Heidelberg	7¼%	External Twenty-Five Year Sinking Fund Gold Bonds — Due July 1, 1950	1925
87*	Siemens & Halske Aktiengesellschaft; Siemens-Schuckertwerke, Gesellschaft mit beschränkter Haftung (jetzt: Aktiengesellschaft)	Siemens & Halske Stock Corporation; Siemens-Schuckertwerke Company, Limited	6½%	Twenty-Five Year Sinking Fund Gold Debenture — Due September 1, 1951	1926
88*	Siemens & Halske Aktiengesellschaft	Siemens & Halske Stock Corporation	6%	Participating Debenture, Series A — Due January 15, 2930	1930

Berichtigte Auflage. Hergestellt im Auftrage des Bundesministeriums der Finanzen. Verlag: Wertpapier-Mitteilungen Köln 1, Postfach Telefon 7 33 48/49. Fernschreiber 08 85 95 — anzeiger bonn. Telegramm-Adresse: Wertpapier Köln. Druck: Kölner Pressedruck GmbH., Köln, Breite Straße 70.

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Schedule to Article 1, Paragraph 1

Ser. No.	Issuer in German Designation	Issuer in American Designation	Original Rate of Interest	Designation	Year of Issue
1.	Ostpreussenwerk Aktiengesellschaft Garanten: Vereinigte Industrie-Unternehmungen Aktiengesellschaft; Preussische Elektrizitaets-Aktiengesellschaft	East Prussian Power Company Guarantors: United Industrial Corporation; Prussian Electric Company	6%	First Mortgage Sinking Fund Gold Bonds Due June 1, 1953	1928
2.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.	7%	First Mortgage Twenty-Year Sinking Fund Guaranteed External Loan Gold Bonds	1925
3.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.	6½%	General and Refunding Mortgage Guaranteed Gold Bonds Due May 1, 1951	1926
4.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.	6%	Guaranteed Gold Notes Due July 15, 1937	1932
5.	Aktiengesellschaft Saechsische Werke	Saxon Public Works, Inc.	5%	Guaranteed Serial Gold Notes Due March 1, 1943	1933
6.	Maerkisches Elektrizitaetswerk Aktiengesellschaft (jetzt: Brandenburgisch-Mecklenburgische Elektrizitaetswerke Aktiengesellschaft)	Brandenburg Electric Power Company	6%	Twenty-Five-Year First Mortgage Sinking Fund Gold Bonds External Loan Due May 1, 1953	1928
7.	Ueberlandzentrale Pommern Aktiengesellschaft	Pomerania Electric Company	6%	Sinking Fund Mortgage Gold Bonds Due May 1, 1953	1928

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

Sovereign Bonds Exchange LLC, Helmut Gaensel, Michael Yohe, James Briant and Conrad Curren

(b) County of Residence of First Listed Plaintiff Broward
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

James F. Lowy Esq., Lowy Royer Law Firm LLC, 3907 Henderson Blvd., Suite 200, Tampa, FL 33629 - Tel. # (813) 288-9525

DEFENDANTS

Federal Republic of Germany

County of Residence of First Listed Defendant Berlin, Germany
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT LAND INVOLVED.

Attorneys (If Known)

Anticipated to be Gerald J. Houlihan Esq., Houlihan & Partners, 2332 Galiano Street, 2nd Floor, Miami, FL 33134 Tel (305) 460-4091

(d) Check County Where Action Arose: ☐ MIAMI- DADE ☐ MONROE ☑ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☑ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☑ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☑ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	☐ 610 Agriculture	☐ 422 Appeal 28 USC 158	☐ 400 State Reapportionment
☐ 120 Marine	☐ 310 Airplane	☐ 362 Personal Injury - Med. Malpractice	☐ 620 Other Food & Drug	☐ 423 Withdrawal 28 USC 157	☐ 410 Antitrust
☐ 130 Miller Act	☐ 315 Airplane Product Liability	☐ 365 Personal Injury - Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	☐ 430 Banks and Banking
☒ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander	☐ 368 Asbestos Personal Injury Product Liability	☐ 630 Liquor Laws	☐ 820 Copyrights	☐ 450 Commerce
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability	PERSONAL PROPERTY	☐ 640 R.R. & Truck	☐ 830 Patent	☐ 460 Deportation
☐ 151 Medicare Act	☐ 340 Marine	☐ 370 Other Fraud	☐ 650 Airline Regs.	☐ 840 Trademark	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)	☐ 345 Marine Product Liability	☐ 371 Truth in Lending	☐ 660 Occupational Safety/Health	SOCIAL SECURITY	☐ 480 Consumer Credit
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	☐ 380 Other Personal Property Damage	☐ 690 Other	☐ 861 HIA (1395ff)	☐ 490 Cable/Sat TV
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 385 Property Damage Product Liability	LABOR	☐ 862 Black Lung (923)	☐ 810 Selective Service
☐ 190 Other Contract	☐ 360 Other Personal Injury		☐ 710 Fair Labor Standards Act	☐ 863 DIWC/DIWW (405(g))	☐ 850 Securities/Commodities/ Exchange
☐ 195 Contract Product Liability			☐ 720 Labor/Mgmt. Relations	☐ 864 SSID Title XVI	☐ 875 Customer Challenge 12 USC 3410
☐ 196 Franchise			☐ 730 Labor/Mgmt.Reporting & Disclosure Act	☐ 865 RSI (405(g))	☐ 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	☐ 740 Railway Labor Act	FEDERAL TAX SUITS	☐ 891 Agricultural Acts
☐ 210 Land Condemnation	☐ 441 Voting	☐ 510 Motions to Vacate Sentence	☐ 790 Other Labor Litigation	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 892 Economic Stabilization Act
☐ 220 Foreclosure	☐ 442 Employment	Habeas Corpus:	☐ 791 Empl. Ret. Inc. Security Act	☐ 871 IRS—Third Party 26 USC 7609	☐ 893 Environmental Matters
☐ 230 Rent Lease & Ejectment	☐ 443 Housing/ Accommodations	☐ 530 General	IMMIGRATION		☐ 894 Energy Allocation Act
☐ 240 Torts to Land	☐ 444 Welfare	☐ 535 Death Penalty	☐ 462 Naturalization Application		☐ 895 Freedom of Information Act
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment	☐ 540 Mandamus & Other	☐ 463 Habeas Corpus-Alien Detainee		☐ 900 Appeal of Fee Determination Under Equal Access to Justice
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other	☐ 550 Civil Rights	☐ 465 Other Immigration Actions		☐ 950 Constitutionality of State Statutes
	☐ 440 Other Civil Rights	☐ 555 Prison Condition			

V. ORIGIN (Place an "X" in One Box Only)

☑ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Re-filed- (see VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S). (See instructions second page):

a) Re-filed Case ☐ YES ☑ NO b) Related Cases ☑ YES ☐ NO 08-20198 10-21896 10-21944

JUDGE Hon. Cecilia M. Altonaga USDJ DOCKET NUMBER

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

28 USC 2201; 1st Count - Declaratory Judgment (Violation of US, German & International Law & Treaties), 2nd Count - Breach of Contract. . 3rd Count - Uniust Enrichment. 4th Count - Accounting. 5th Count - False and/or

LENGTH OF TRIAL via 7 - 14 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

☑ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND $ MINIMUM IN EXCESS OF JURISDICTIONAL A

CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☑ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

DATE October 5, 2010

FOR OFFICE USE ONLY

AMOUNT RECEIPT # IFP