

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
Northern Division, Baltimore, Maryland**

\*HAROLD J. EUSTACHE, SR. et al.

**NEW PLAINTIFFS**

\*DAVID FAUSTIN  
1705 Loft Way Silver Spring, Montgomery County,  
Maryland 20904;

\*EMMANUEL COFFY  
17 Lee Lee Lane, Laurence Harbor, Middlesex,  
County, New Jersey 08870;

\*JOSEPH M. CHAMPAGNE, JR.  
14 Union Street, Toms River, Ocean County, New  
Jersey 08753;

\*On behalf of himself, as descendant of, and as heir  
to his individual Haitian parents and grandparents;

Plaintiffs,

vs.

CITI/CITIGROUP/CITIBANK et al.

Defendants.

Civil Case No.: 1:24-cv-02373

Honorable Adam B. Abelson

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**FIRST AMENDED COMPLAINT**

UNJUST ENRICHMENT

BREACH OF FIDUCIARY DUTY

CONSTRUCTIVE TRUST

MALICIOUS INTERFERENCE  
WITH INHERITANCE AND  
ECONOMIC BENEFITS

UNCONSCIONABILITY

CONVERSION

ILLEGAL CONTRACT

**JURY TRIAL DEMANDED**

## **INTRODUCTION**

1. Plaintiffs, by and through counsel, on behalf of themselves, individually and as descendants of, and as heirs and successors-in-interest to their individual Haitian parents and grandparents, bring this action against Defendants for unjust enrichment, breach of fiduciary duty, constructive trust, malicious interference with inheritance and economic benefits, unconscionability, conversion, and illegal contract. Jury Trial Demanded.

2. This is an action for restitution and disgorgement of monies and properties illegally taken by said defendants jointly and severally and kept for themselves at the expense and to the detriment of Plaintiffs, Haitian citizens in general, and the government of Haiti at large. This illegal transfer was conceived, communicated and executed through threats of physical violence, actual physical violence, deception, coercion, and strictly coordinated and managed by means and methods exclusively under the strict control of said Defendants.

3. Defendants were part of a large group of wealthy, ruthless and powerful international financial predators who were going around various areas of the world especially in the Americas targeting less powerful and vulnerable countries and former colonies with weak economies. They saw an easy prey in Haiti, a small, recently liberated and newly independent Black nation in its earliest, most vulnerable and formative years. So they conspired together and then closed in for the kill, at the expense and to the detriment of Haiti in early 19<sup>th</sup> and through the 20<sup>th</sup> centuries.

## **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §1332(d) as this is an action in which the amount in controversy exceeds \$75, 000 exclusive of interest and costs, and at

least one plaintiff is a citizen of a state different from any defendant pursuant to the diversity of citizenship requirements of the Federal Rules of Civil Procedure.

5. This Court also has original jurisdiction over this action pursuant to 28 U.S.C. § 1331 as several allegations and facts in this case present questions arising under the Constitutions, laws and treaties of the United States.

6. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) as at least one plaintiff is a citizen of the State of Maryland, lives in this District, and is a victim of the events or omissions giving rise to the claims and allegations.

## **THE PARTIES**

### **A. Plaintiffs**

7. Plaintiff HAROLD J. EUSTACHE SR. is a Haiti-born citizen of the State of North Carolina, an attorney admitted to the Court of Appeals of Maryland and the Court of Appeals of the District of Columbia and practicing in Baltimore and Montgomery Counties, Maryland.

8. Plaintiff DAVID FAUSTIN is a Haiti-born citizen of the State of Maryland, a Christian Pastor residing in Montgomery County, Maryland.

9. Plaintiff EMMANUEL COFFY is a Haiti-born citizen of the State of New Jersey, an attorney admitted to the Bar of the State of New Jersey and residing in Middlesex County, New Jersey.

10. Plaintiff JOSEPH M. CHAMPAGNE JR is a Haiti-born citizen of the State of New Jersey, an attorney admitted to the Bar of the State of New Jersey and residing in Ocean County, New Jersey.

## **B. Defendants**

11. Defendant CITI/CITIGROUP/CITIBANK collectively is a corporation organized under the laws of the State of Delaware with its principal place of business in New York, New York.

12. Defendant CRÉDIT INDUSTRIEL ET COMMERCIAL (CIC), New York Branch is a French banking corporation with a licensed branch in New York, New York. Defendant CIC is a wholly-owned subsidiary of CAISSE FEDERALE DU CREDIT MUTUEL (CFCM), a French holding company and the parent of CIC.

## **FACTUAL BACKGROUND**

13. This action in equity is before the Court because, upon information and belief, Defendant CITI/CITIBANK/CITIGROUP, by and through their direct corporate predecessor the NATIONAL CITY BANK OF NEW YORK and by and through their executives, employees, agents, representatives, business associates and partners such as *Hallgarten and Co.* and other proxies, and Defendant CRÉDIT INDUSTRIEL ET COMMERCIAL (CIC), a French commercial banking company and its parent holding company CAISSE FÉDÉRALE DE CRÉDIT MUTUEL (CFCM), and other partners such as *Banque de l'Union Parisienne* (BUP), by and through their executives, employees, agents, representatives, business associates, partners, proxies and co-conspirators, on their own accord as well as in mutual collusion, collaboration, coordination, agreement, association and partnership with one another, and with other European entities in Great Britain, Germany, and elsewhere, willfully, knowingly, directly and indirectly, unfairly and unlawfully, jointly and severally, engaged in multiple schemes and other wrongful acts, in whole or in parts, to steal, take by deception and by force, pillage, plunder, extort, and misappropriate monies and other properties from Haiti's local and national governments including from general

revenues, import/export, customs revenues, agricultural revenues, administrative revenues, loan payments, fees, taxes, tariffs, and other monies paid by Plaintiffs' forebears, derived from their earnings, savings, and agricultural harvests, in order to further Defendants' own self-interest and to Plaintiffs' detriment, in the relevant period from around 1825 to around 1947.

14. Defendants, jointly and severally, also wrongfully and unlawfully appropriated, used, overused, misused, converted, misappropriated and misdirected by force, violence and deception, financial, environmental and other resources of the Republic of Haiti for their own exclusive financial gain using pre-planned, improvised and systematic cruel, ruthless, coercive, and military means and methods, from around 1825 until around 1947.

15. For example, upon information and belief, Defendant CITIBANK and its employees, agents, associates and proxies consistently and intentionally manipulated Haiti's gold reserves and Haiti's currency exchange rates in their favor, forcing Haitian farmers and small merchants to borrow money from them at exceptionally high interest rates and charging exorbitant additional fees for their services. Further, Defendant CITIBANK routinely pilfered gold bars from Haiti's gold reserves to send to the U.S. and to France as collateral for Haiti's debt payments while charging exorbitant, separate and distinct user fees to the Haitian government for the sending process and the returning process of the gold bars back to Haiti. Also, Defendant CITI/CITIBANK as Haiti's financial administrators paid government workers' salaries when the exchange rate was low and only released the funds when the rate was high, thereby profiting off the difference.

16. Throughout the relevant period, upon information and belief, by and through constant and imminent threats of, or actual military actions, invasions, interventions, massacres, violence, killings, and other devious, cruel, deceptive, overt, covert, illegal, illegitimate and unlawful means and methods, upon information and belief, Defendants, jointly and severally, planned, executed,

implemented, demanded, enforced and collected more than a century's worth of illegal installment ransom payments from monies, revenues, fees, and taxes that belonged to, and were intended to be appropriated by the Haitian government for education, healthcare, energy, electricity, transportation, clean water, public safety, and other national or local infrastructural projects to be built, managed and operated for the benefit of Plaintiffs' grandparents, parents and ultimately Plaintiffs themselves as their heirs and successors-in interest, and as minor and adult Haitian citizens living and working in Haiti.

17. During the relevant period, upon information and belief, Defendants on their own, and/or through various local and foreign proxies, agents, employees, associates, groomed, bribed and installed multiple corrupted officials at all levels of government to engage in and enforce actions and programs that were clearly illegal under Haitian and international law. Defendants, by force or deception or both, further engaged locally and nationally, directly, indirectly and intentionally, in amending and repealing established Haitian laws, ordinances and the Haitian Constitution itself by force, by fiat, and/or other violent means, in order to create and enforce a climate of corruption that was more suitable and favorable to furthering their wrongful objectives and financial interests.

18. During the relevant period, upon information and belief, Defendants committed those illegal, wrongful, and violent acts, sometimes under the guise of providing banking and financial services to the government and the people of Haiti, or at other times directly and openly because Defendants believed and openly asserted verbally or through their actions that those actions are necessary because Haitians were incapable of self-governance due to their inferior Black racial status, referring to Plaintiffs' grandparents, parents, and the Haitian citizenry at large.

19. Furthermore, during the relevant period, on or about December 17, 1914, in broad daylight, using the coercive military services of heavily armed American Marines summoned from U.S. warships *USS Machias*, *USS Marietta*, *USS Brutus*, and *USS Hancock*, all anchored in the Port-au-Prince (Haiti's capital city) harbor, Defendant CITIBANK's employees, agents, proxies, and representatives, without notice to, or authorization from the government of Haiti, brazenly and surreptitiously forced their way into Haiti's central bank, the National Bank of the Republic of Haiti and treasury building, summarily removed from Haiti's gold reserves at gun point gangster style, gold bars then valued at five hundred thousand dollars (\$500,000.00) that belonged to the government and the people of Haiti.

20. Upon information and belief, the value of the stolen gold, prior to the robbery, was used for backing the full faith and credit of Haiti's national and international transactions, was planned and intended also to support multiple services and projects intended to be executed and implemented later in part for the benefit of Plaintiffs' grandparents, parents, and ultimately for the benefit of their descendants, heirs and successors-in-interest, including Plaintiffs.

21. Immediately thereafter on the same day, the stolen gold bars were swiftly loaded onto one of the warships, *USS Machias*, and clandestinely transported to Defendant CITIBANK's Wall Street offices' vault at 55 Wall Street in New York City. Upon information and belief, the armed and unlawful extraction operation was executed in less than one hour.

22. Despite multiple subsequent protests, requests and demands, publicly, through diplomatic and other appropriate channels from the government and the people of Haiti, immediately after the event, over decades, and through the century afterward, this stolen treasure was never returned or restituted to Haiti, nor compensated for in any form.

23. This brazen armed robbery and other wrongful acts committed by Defendant CITIBANK caused considerable financial hardship and long-term harm to the people of Haiti including Plaintiffs forebears and has resulted in multiple political unrests and uprisings throughout the country for decades. The scars and memories, the lasting financial and concrete effects of such abuses perpetrated by Defendant Citibank throughout their oppressive and abusive takeover of Haiti's affairs negatively affected Plaintiffs' life trajectories as minors, by depriving them of adequate health, education, safety, opportunity and other necessities while growing up in their country, and ultimately as descendants, heirs and successors-in-interest to grandparents and parents living and working in Haiti within the relevant period.

24. In committing those wrongful acts, Defendants, their agents, proxies, partners and co-conspirators including the French and American governments, European banks and others, willfully, knowingly and unlawfully deprived Plaintiffs' grandparents and parents who were Plaintiffs' guardian and caretakers as minors in Haiti, of many basic resources and necessities of life, which substantially put Plaintiffs and many other similarly-situated beneficiaries in harm's way or negatively affected Plaintiffs, eventually resulting in substandard parental care as well as negative infant mortality rates in their families, throughout early life, in later adolescence, and potentially still today, including lingering widespread political dysfunction, economic poverty, and shorter individual life expectancy.

25. As a direct and proximate result of the generational domino effects of Defendants' wrongful actions, Plaintiffs' grandparents, parents, and consequently Plaintiffs, were subsequently left to survive on subsistence-level resources and substandard infrastructure in their public and private lives, such as in housing, potable water, sanitation, nutrition, healthcare, public safety and emergency services, deprived of many basic necessities of life, and forced into substandard living



conditions that ultimately compelled Plaintiffs and/or their parents to leave family, friends, and their normal lives in Haiti to seek a better life and better opportunities for their future in the United States.

26. Although Plaintiffs feel lucky and grateful to have escaped further negative and harmful consequences in later life by emigrating to the United States, those early nefarious, developmental, financial, environmental, life deprivations and their sequelae have not erased all the trauma and effects, and have caused concrete, particularized, severe, acute, damaging, harmful and lasting injuries physically, psychologically, socio-economically, financially, and otherwise to many of Plaintiffs' immediate parental lineages, to many Plaintiffs themselves and other similarly-situated beneficiaries, from the moment of their birth, for decades afterwards, and still ongoing to this day.

27. Defendants' sophisticated and elaborate schemes of unlawful international theft, extortion, appropriation and conversion of Haitian gold, treasure, financial and environmental resources, along with Defendants' predatory financing schemes, misappropriations, systematic pillaging and plundering of Haiti's assets in partnership with others, continued unabated for decades via their ransom payment demands and other financial abuses, which Defendants and their collaborators coercively, violently, and often at gun point, brutally imposed and enforced upon the people of Haiti, including Plaintiffs' grandparents and parents. These abuses were often disguised or justified as benign and benevolent national and international financing assistance, advisory and banking services supposedly for an inferior and ignorant people running a newly free country.

28. Nevertheless, the wrongful and unlawful pay-to-play ransom payments related to the international Independence Debt as demanded and enforced by Defendants, and cloaked as banking and other benign and benevolent services, were fully made and dutifully satisfied by the people and the government of Haiti. Compliance was often extracted through extreme and constant

duress, hardship, demands, credible threats of imminent or actual military actions, invasions and violence. Refusal to acquiesce or non-compliance resulted in the nascent nation of Haiti and its newly free people of color not being allowed to participate in normal international commerce and other global diplomatic activities that were openly and systematically blocked, denied, impeded, and thwarted worldwide by Defendants including CITIBANK with the assistance of the U.S. government, together with other American and European collaborators, for racist, extortionist and financial gain purposes.

29. Additionally, from the beginning and throughout the relevant periods related to this entire Independence Debt payment scheme, from 1825 to 1947, Defendant CITIBANK along with its American and European partners, co-conspirators and associates deeply injected and embedded themselves into Haitian politics, national and local, and consistently, overtly, covertly, directly, indirectly and intentionally, fomented grassroots unrests and insurrections while overtly and covertly promoting and imposing their self-serving corporate interests through their chosen and groomed corrupt Haitian government officials and collaborators. Defendants often disguised these activities as banking and development services for the government and the people of Haiti, in complete violation of any and all fiduciary duties owed to their putative depositors and clients, and in violation of their pretextual promises to the people and the government of Haiti.

30. Defendants' actions ultimately resulted in more than a century of severe political and governmental dysfunction in Haiti, in constant political protests and rebellions by the people, in several massacres, including the terrible *Les Cayes Massacre* on or about December 6, 1929 by the occupying American military forces, and in widespread mistrust of government by the people throughout Haiti for decades afterwards into today. Defendant CITIBANK with the support of the American government engaged in a systematic campaign of forced unpaid labor pejoratively

referred to as “corvée” to help build roads and infrastructure necessary for their commercial activities. This program was brutally and violent enforced at gun point and resulted in multiple massacres of popular groups of rebels and other protest citizens called “Cacos.”

31. These entire episodes of wrongdoings and malicious acts in world history have long since been willfully buried, intentionally and insidiously concealed and whitewashed by Defendants and their other international associates without any restitution or even the slightest acknowledgment of their occurrence or of Defendants’ involvement.

32. Fortunately, recently, these acts have been unearthed and resurrected through several well researched and documented publications by reputable national press publishers in the United States. In 2022, a National Public Radio (NPR) reported these international episodes as “*The Greatest Heist in History: How Haiti Was Forced to Pay Reparations for Freedom.*” On May 20<sup>th</sup>, 2022, the New York Times published a voluminous, detailed exposé on the “Haitian Independence Double Debt” which they titled “*The Ransom.*”

33. The people of Haiti, the Haitian governmental institutions and individual citizens who were directly and indirectly harmed and injured by Defendants’ actions have never in fact fully recovered and have never been made whole financially, environmentally, or otherwise, from the long-term detrimental effects of those illegal, malicious, and wrongful acts.

34. Defendants’ unfair, unjust, well-planned, calculated, premeditated and unlawful actions during their long involvement in Haiti ultimately resulted in a massive, unfair and unlawful transfer of wealth from Plaintiffs’ families, from the government and from the people of Haiti to France, to the aforementioned European banks and to CITIBANK in the United States.

35. Since then, these perpetrators have gone on to bigger and greener pasture, enjoying massive financial prosperity and success, and leaving behind a wreck and the wretched carcass caused by their impact on the Haitian nation for future generations of Haitians such as Plaintiffs and others similarly situated to fix, or not.

36. Consequently, Plaintiffs are hereby seeking all appropriate legal and equitable relief and remedy from the Court to compel Defendants CITIBANK and CIC to disgorge the current value of the stolen properties and to make compensation to Plaintiffs, the people, and the government of Haiti for the resulting concrete and particularized harm, hardship and injuries that Defendants have caused, which are still lingering today through widespread political and governmental dysfunction, high poverty rate, low economic development, high infant mortality, high illiteracy, shorter lifespan, deadlier natural disasters, and substandard transportation means.

37. In 1920, James Weldon Johnson, the Secretary of the NAACP (National Association for the Advancement of Colored People) traveled to Haiti to survey the scene and report on the extensive financial setup and extensive activities of American Wall Street bankers on the island. Upon return, Mr. Johnson testified at a U.S. Senate Foreign Relations Committee hearing and wrote a related article in the publication, *The Nation*:

“To know the reasons for the present political situation in Haiti, to understand why the United States landed and has for five years maintained military forces in that country, why some three thousand Haitian men, women, and children have been shot down by American rifles and machine guns, it is necessary, among other things, to know that the National City Bank of New York is very much interested in Haiti. It is necessary to know that the National City Bank controls the National Bank of Haiti and is the depository for all Haitian national funds which are being collected by American officials, and that Mr. Robert L. Farnham, vice-president of the National City Bank, is virtually the representative of the U.S. State Department in matters relating to the island republic. The NATIONAL CITY BANK OF NEW YORK (today’s CITI/CITIGROUP) pressured the U.S. into sending military forces to Haiti in 1915, took control of the country’s finances, and diverted Haiti’s revenue away

from education, healthcare, or infrastructure and towards enriching itself and U.S. investors.”

38. At the end of the first five years of American occupation in or around 1920, Defendant CITI/CITIBANK, then known as the NATIONAL CITY BANK OF NEW YORK, controlled the National Railroad of Haiti, Haitian national and international monetary and trade policies, the Banque Nationale de la Republique d’Haiti (BNRH), all Haitian wharfs, seaports, import/export customs administration, and 80% of revenues flowing into the treasury of Haiti. As Haiti’s treasurer, at its sole discretion, Defendant CITIBANK only gave a small allowance to the Haitian government for general governmental expenditures, infrastructure, and development programs related to the actual needs of the people of Haiti, from what pittance remained at the end after taking their lion’s share and after paying off their other international collaborators and business associates.

39. The NATIONAL CITY BANK OF NEW YORK, backed by the American military and State Department, ruled and governed at large by martial law, suspended and dissolved Haitian parliament at will, unilaterally rewrote the Haitian Constitution in favor of its own and other American interests, disapproved or removed presidential and legislative candidates who opposed its interests, and even installed or removed Haitian presidents, by force when necessary. Thus, James Weldon Johnson wrote, *“From all accounts it seems that the National City Bank of New York is the government of Haiti.”*

40. Haiti, Plaintiffs’ country of birth, where they spent the early years of their lives, has long been known throughout the world as *“The Poorest Country in the Western Hemisphere.”* This unwanted label has become an object of shame and derision for Haitians and people of Haitian descent, despite Haiti’s glorious victory over the then world-renown French Army in a bloody

twelve-year revolt known as “*The Haitian Revolution*,” which begs the question as to how Haiti became so poor and so politically dysfunctional and who is primarily responsible.

41. Beginning with its former colonizers, the French, in 1804 after its independence, through the 19<sup>th</sup> century, and well into the 20<sup>th</sup> century under American financial and military occupation, Haiti was the victim of a series of sophisticated worldwide political, diplomatic, commercial and financial isolation and pay-to play schemes that included complex international predatory loans, exorbitant fees and payments as admission price for Haiti’s recognition as a country and for its acceptance into the Western-dominated international order, including a brazen gangster-style heist, which have all become a continuing but almost forgotten saga in history.

42. For the unforgivable crime of having fought and shed large amount of its people’s blood to win its independence as the first Black republic in world history, Haiti and its people were effectively taken hostage at gun point by these established Western powers, exploited, passed around, squeezed politically, diplomatically, financially, and held up for ransom for over a century by France, the French banks with other European financial institutions, and later by Defendant CITI/CITIBANK and its employees, agents, associates, partners, and executives on the ground in Haiti and at their New York City headquarters, all under the close cooperation, supervision and protection of the U.S. military, State Department, and even U.S. Presidents.

43. Upon information and belief, following the French phase of Haiti’s historic ordeal, the American phase began in or about 1910 when Defendant CITIBANK, which had diligently and steadfastly for many years lobbied the U.S. State Department for assistance in taking control of Haiti’s emerging economy and finances, finally got the greenlight to move in. Defendant CITIBANK’s involvement blossomed with the violent American occupation in 1915, as Defendant CITIBANK and the U.S. State Department worked together hand in hand to turn Haiti into a low-

level inferior colonial possession and protectorate where the NATIONAL CITY BANK OF NEW YORK (CITIBANK) became the de-facto financial and political sovereign authority and government for decades.

44. In the above-mentioned NPR Report, the authors further stated that:

Haiti is one of the poorest nations in the world, and rich countries have their fingerprints all over the nation's stunted development. The United States worked to isolate a newly independent Haiti during the early 19th century and violently occupied the island nation for 19 years in the early 20th century. While the U.S. officially left Haiti in 1934, it continued to control Haiti's public finances until 1947, siphoning away around 40% of Haiti's national income to service debt repayments to the U.S. (via the National City bank of New York) and France.”

45. After the NATIONAL CITY BANK and its employees, had thoroughly pillaged and plundered the treasury, the assets and the resources of the people and government of Haiti under the guise of providing benevolent banking and financial services to an “inferior race of people unable to govern themselves,” it quietly and unceremoniously left the carcass behind, and then set about concealing its extensive involvement in, and exploitation of Haiti.

46. Upon information and belief, Defendants’ own records and those of their European co-conspirators have now been so thoroughly cleansed and scrubbed through their scrupulous concealment, that any historical accounts of their past involvement can hardly be found anywhere in their references or mentions of their past activities in the Caribbean. Not even the words “Haiti”, or “Robert L. Farnham,” Defendant CITIBANK’s then on-site Vice President in Haiti during those terrible periods and events, or Defendant CITIBANK’s “Minstrel” annual corporate party featuring a humiliating, degrading Blackface and racist show held throughout the relevant period at 55 Wall Street, headquarters of the NATIONAL CITY BANK OF NEW YORK, can currently be found anywhere in their records online.

47. As stated earlier, in May 2022, when the New York Times (“NYT”) published its detailed and sprawling newspaper exposé on Haiti’s Independence Debt titled “*The Ransom*,” the reporters wrote that: “*Haitians, who had already paid for their freedom in blood, were forced to pay for it yet again — this time in cash.*”

48. In their earlier report, NPR had also stated:

Haiti won its independence from France in 1804, and it was almost immediately made a pariah state by world powers. It was an independent, black-led nation - created by slaves who had cast aside their chains and fought their oppressors for their freedom - during a time when white-led nations were enforcing brutal, racist systems of exploitation around the world.

49. Almost two decades after winning its final independence battle on the battlefield at Vertières in Cap-Haitien, Haiti, where the French general Rochambeau and Napoleon’s expeditionary forces were forced to surrender to their former slaves led by the great Haitian general and founder of the Haitian Nation Jean-Jacques Dessalines in 1804, a large armada of French military warships re-appeared anew on the horizons of Haiti in or about 1825.

50. French representatives of King Charles X with military generals and admirals from this massive naval deployment of force produced an ultimatum from the King demanding 150 million Francs from the newly independent nation of Haiti in reparations to the French state and its citizens who had lost their slaves and plantations, to be paid in part immediately and the rest later in further annual installment payments over time.

51. The French blockaded and threatened to blow up the island and re-enslave now free Haitian citizens if their demands for reparation were not met immediately. Upon information and belief, the French extortionists’ annual ransom demands amounted to over 10 times Haiti’s annual GDP at the time, and more than ten times what the United States paid for the Louisiana Purchase.



52. Upon information and belief, President Jean-Pierre Boyer of Haiti initially refused but after contemplating the prospects of another long and bloody revolutionary war, succumbed to the odious and oppressive payment demands debt scheme outlined in the French ultimatum by agreeing to take large predatory loans at high interest rates, with exorbitant up-front fees, exclusively from French banks to make the payments. That was the beginning of the infamous “*Haitian Independence Double Debt*.”

53. Upon information and belief, the American government and all the European powers in the surrounding colonies had already conspired and decided to band together to isolate this new Black-led nation and had conspired against recognizing Haiti as a free nation and against admitting entry by Haitian ships into their ports, just to punish Haiti and deter similar ideas of rebellion or freedom from their own Black slaves at the time. Haiti was not recognized as a country by the United States until 60 years under President Abraham Lincoln.

54. France had therefore forced the Haitian government at gunpoint to sign their kings’ ultimatum and agree to the ransom payments, and thus “*The Greatest Heist in History*” was born. The Haitian government decreed as a result of this imposed debt that the Haitian independence debt was the individual responsibility of every Haitian citizen and not solely a government debt. Thus, a special Independence Debt Income Tax was established, to be paid by every citizen.

55. Recently, some French leaders have admitted to France’s historically extreme acts of terrorism, barbarism, violence and exploitation in extracting these payments from the people of Haiti, by claiming to owe a “moral debt” to the nation and the people of Haiti after Haitians had fairly and squarely won their independence in blood.

56. These admissions beg the question of what exactly were those immoral acts of which they believe they are guilty, who else aided and abetted them in committing those evil and wrongful acts toward Haiti, and why have they not taken formal and concrete steps to correct them and to make amends legally and financially for their past deeds, nor even issued at least a formal written apology to the government and people of Haiti.

57. Defendant CITIBANK's subsequent involvement in colluding, collaborating, and partnering with France and French banks in this abuse and pillage of Haiti began in or around 1910 as the United States of America, which itself had won its independence under similar circumstances as Haiti, was going through a great imperialistic period of international expansion and commercial involvement in the Caribbeans under President Woodrow Wilson.

58. After pressuring France, under the Monroe Doctrine, into abandoning their colonial financial and commercial activities in the Caribbean, an area which the U.S. State Department and Defendant CITI then considered their backyard and exclusive sphere of influence, and after initially agreeing to become France's local enforcer and debt collector for Haiti's admission into the international order, Defendant CITIBANK outright acquired those awful and unlawful predatory loans, assumed ownership along with responsibilities for the brutality, the benefits, the obligations, and, naturally, their inherent legal and moral liabilities.

59. This gruesome "*Ransom*" debt arrangement first imposed at gunpoint by France and then ultimately acquired and continued by Defendant CITIBANK with American military support was a one-sided, crushing and oppressive burden on the people and government of Haiti that was kept alive, passed around in a my-turn/your-turn manner, and ruthlessly enforced militarily and through other deceptive means by all the co-conspirators in France, Britain, Germany, and the United States acting and profiting together. Just as the Haitian government was required to borrow

only from French banks, it was also later forced to deal financially only with the NATIONAL CITY BANK OF NEW YORK at unfair and exorbitant interest rates and fees that left the Haitian people and their government with annual pay-to-play predatory debt installment payments nearly ten times greater than Haiti's annual GDP for decades.

60. Nevertheless, the Haitian people and the government of Haiti managed against all odds to scrape the bottom of the bottom as best they could by mortgaging the long-term future of multiple yet unborn generations of Haitian beneficiaries, including Plaintiffs, to pay the French government and the French banks the equivalent in today's dollars of tens of billions of dollars for more than 80 years, and thereafter, to further pay Defendant CITIBANK and France together tens of billions more for another 35 to 40 years. These payments were not just unfair but also unprecedented in world history, and constituted a massive reverse-Robinhood transfer of wealth that has been justifiably labeled "*the Greatest Heist in History.*"

61. The grinding political, diplomatic, and economic pressures imposed by military force on Haitian leaders and on individual Haitians for over a century, the constant political meddling and draining of Haiti's resources and treasure by Defendants and other creditors from Germany and elsewhere put such an unbearable and crushing financial stress on the newly free nation of Haiti that they caused widespread dysfunction, and mass poverty resulting in untold human suffering for generations, including multiple and frequent popular uprisings and violent demonstrations against Haiti's political leaders, and deep cynicism toward America and France to this day.

**CLAIMS FOR RELIEF**  
**Plaintiffs individually and collectively**  
**COUNT I – UNJUST ENRICHMENT**

**Defendants violated the common law and equity prohibition on Unjust Enrichment by wrongfully taking, acquiring, misappropriating, and keeping Plaintiffs' ancestors' personal property as their own.**

62. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Court.

63. Defendants unjustly obtained and unjustifiably retained property and assets intended for the benefit of Plaintiffs in general, violating all principles of justice, equity, and good conscience. Defendants further obtained Haitian government's monies, taxes, and fee revenues, and other properties by threats, violence, or deception, to the detriment of Plaintiffs and the government of Haiti, and retention of these benefits and properties deeply violates fundamental principles of justice, equity, and good conscience.

64. Throughout several decades, upon information and belief, beginning in or around 1825 until around 1947, Defendants CIC/CFCM and Defendants CITI/CITIBANK, together and/or separately, and through a combination of force, violence, coercion, lies, and deception, stole, took, pilfered, misappropriated and otherwise unlawfully acquired large amounts of Haiti's national revenues and citizens' properties and monies including from direct deposits, taxes, import and export fees and duties, and other financial assets belonging to the Haitian government and the people of Haiti intended to be used for healthcare, nutrition, education, infrastructure, the environment, clean water, electricity, business and agricultural development, and infrastructural projects and intended to benefit Plaintiffs' growth and development as children and a minors growing up in Haiti.

65. Defendants further forcibly, at gun point or by threat of violence, overt and covert, coercive and aggressive means, physically and without authorization, removed gold bars in or about December 17, 1914 in the amount of \$500,000 belonging to the Haitian government and its

people, at the expense and to the detriment of Plaintiffs as minors and intended beneficiaries growing up in Haiti.

66. Defendants' retention of those stolen funds and properties belonging to the government and the people of Haiti has resulted in extensive and significant deprivation, harm and injury to Plaintiffs, the government, the environment, and the people of Haiti, in the form of substandard schools and educational facilities, which prevented normal public education for Plaintiffs' ancestral forebears and Plaintiffs, through lack of roads, water, sewer and other infrastructures. Such deprivations hampered and prevented commerce and the movement of goods and people, caused widespread diseases resulting in millions of deaths in the general population during routine natural disasters. Additionally, the lack of power and electricity hindered scientific and other societal progress which thus resulted in frequent famines and other serious problems for Plaintiffs' direct forebears and ultimately Plaintiffs themselves.

67. By contrast, during the relevant period, while the new nation of Haiti descended into chaos and poverty, including political and governmental dysfunction largely caused by Defendants' actions, Defendant CITIBANK became the first bank in the United States of America to reach one billion dollars in assets in 1919 at the apex of its financial exploitation of Haiti, while Defendant CITIBANK was actively engaged in unlawfully collecting, taking, misappropriating and misdirecting nearly 90% of Haiti's GDP toward its own use and profit.

68. Defendant CITIBANK has since continued to prosper and flourish financially even to this day as one of the top three or four largest and most prosperous banks in the U.S., a significant part of which was achieved and obtained through the massive transfer of wealth from the Haitian government and individual Haitian citizens, including Plaintiffs' grandparents, parents, and Plaintiffs as legal descendants, heirs and successors-in-interest to said ancestors.

69. Defendant CIC and its parent CFCM, are also now among the largest financial conglomerates in the world, and upon information and belief, have orally acknowledged their involvement in the acts herein alleged.

70. A significant part of their success can also be traced, as reported by the New York Times, to the massive transfer of wealth from the Haitian government, from individual Haitian citizens, including Plaintiffs' grandparents, parents, and therefore Plaintiffs themselves as their legal descendants, heirs and successors-in-interest.

**COUNT II – BREACH OF FIDUCIARY DUTY**  
**Defendants violated their duties of loyalty and care by failing to manage assets and benefits in their care in Plaintiffs' best interest.**

71. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Count.

72. Defendants breached their fiduciary duties by failing to act in the best interest of their putative depositors, clients and other beneficiaries including named Plaintiffs. Upon information and belief, Defendants presented and held themselves out as international banking and financial advisors, assisted by the military might of the United States government and that of France. By threats of violence and actual violence, by force and military actions, invasions, diplomatic coercion, ultimatums, and other unlawful means and methods, Defendants intentionally imposed and appointed themselves throughout Haiti nationally, locally, directly and indirectly, without meaningful mutual consent, as sovereign authorities, financial advisors, bankers, asset and money managers to the Haitian government and to the Haitian people collectively and individually.

73. Defendant CITIBANK by and through its executives, employees, agents, associates, collaborators, co-conspirators, proxies and partners had a fiduciary duty, i.e. a duty of care and a

duty of loyalty to their putative beneficiaries: the government of Haiti, the people of Haiti, and ultimately to related third-party beneficiaries including Plaintiffs' forebears then living and paying fees and taxes during the relevant time, and thus to Plaintiffs as their successors-in-interest.

74. Defendants were required to act in the best interest of their beneficiaries, in a faithful, loyal and trustworthy manner, and to manage the properties and monies, and deal fairly and in good faith for the benefit of Plaintiffs' grandparents, parents, and ultimately Plaintiffs when communicating and acting within the scope of their duties, and when managing the said property in their care.

75. Defendants breached Plaintiffs' and other beneficiaries' trust and fiduciary duties owed, and specifically Defendants breached their duty of loyalty, and duty of care to their putative beneficiaries, and ultimately Plaintiffs as their successors-in-interest beneficiary by lying, deceiving, extorting, taking, misdirecting and appropriating funds for themselves.

76. Defendants, together and separately, comingled, stole, pilfered, pocketed, misused, abused, embezzled, extorted, took, appropriated, misappropriated, mishandled, overcharged and converted money, gold, and other assets overtly or covertly, in their care and used them as their own while acting as sovereign authorities and financial managers for Haiti.

77. Defendants further failed to adhere to their obligations of good faith and fair dealing in their routine obligations and communications with the Haitian government and third-party beneficiaries, and routinely added non-existent services, misappropriated and stole general revenues, import/export revenues, fees, and taxes collected and entrusted to their care, while simultaneously acting solely for their own benefit and in their own self-interest, to the extreme

detriment of Plaintiffs' grandparents, parents, and ultimately Plaintiffs as putative third-party and intended beneficiaries of those funds and monies under Defendants obligations.

### **COUNT III – CONSTRUCTIVE TRUST**

**Defendants violated the Haitian people's trust and confidence by taking and appropriating Plaintiffs' property entrusted in their care and used said benefits in their self-interest and as their own.**

78. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Count.

79. A Constructive Trust is an equitable remedy that a court imposes against one who has obtained property by wrongdoing to prevent unjust enrichment. It is the formula through which the conscience of equity finds expression. Black's Law Dictionary (Eighth Ed. 2004).

80. Defendant CITIBANK was a bank which, by and through its corporate executives, employees, agents, representatives, associates and partners, and by dubious, deceitful, coercive and violent means and methods, self-imposed and took over the management and administration of the financial affairs of the government and people of Haiti between 1910 and 1947, and wrongfully and unlawfully stole, acquired, converted and misappropriated funds in its care and trust, amounting to tens of billions of dollars between around 1910 until around 1947.

81. Defendants CIC and CITIBANK knew that they were managing property and monies belonging to the government and people of Haiti and were therefore required to manage those assets and act in the best interest of Haiti and Haitians. Defendant knew that the putative beneficiaries of the monies they were managing and stealing were intended by the government of Haiti to ultimately provide infrastructural, emergency and other public services intended to directly benefit the Haitian citizenry including Plaintiffs' grandparents, parents, and Plaintiffs. Defendant CIC and CITIBANK still willfully and knowingly stole,



pilfered, embezzled, comingled, converted, and otherwise misappropriated and kept most of the said Haitian funds in their care.

**COUNT IV – MALICIOUS INTERFERENCE  
WITH INHERITANCE AND WITH ECONOMIC BENEFITS  
Defendants intentionally, maliciously, and without justification, violated  
Plaintiffs’ rights to inherit and obtain economic benefits intended for  
Plaintiffs by their ancestors and by their government as minors in Haiti.**

82. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Count.

83. Throughout the relevant period, Defendants’ actions by and through their executives, employees, representatives, agents, associates, partners, and proxies, intentionally, maliciously, and without right or justifiable cause, unlawfully interfered with Plaintiffs’ rights to inherit from their grandparents and parents, or to obtain intended benefits from their local and national government, and thus causing substantial damage, injury, and loss to Plaintiffs.

84. Defendants CIC and CITIBANK, having forcibly and violently imposed themselves as the government and representatives for the people of Haiti, by and through coercive means and methods including martial law, as international managers, administrators, providers and purveyors of banking and financial management and advisory services, then breached their putative fiduciary duty by constant and continuous theft, deception, self-dealing, appropriation, misappropriation, misuse, embezzlement, and conversion of Haitian funds in their care.

85. Defendant CITIBANK further breached their fiduciary duty by aligning themselves as partners and business associates with the interests of adversarial foreign entities like CIC and BUP and other institutions against the interests of their putative Haitian clients and depositors, the Haitian government and the Haitian people while still managing their financial affairs.

86. Defendant CITIBANK further knew that the terms of the so-called Independence Debt held by the French institutions (CIC et al.) were unconscionable, odious and oppressive, and were not obtained freely but through violence, coercion, and duress, including a vast and unfair power imbalance between Haiti and France at the inception of the loans.

87. Still, Defendant CITIBANK intentionally, willfully, knowingly, and unlawfully proceeded to engage in those self-dealing actions, associations, and partnerships with France and CIC, much to the detriment of their putative Haitian depositors and clients and in violation of their fiduciary duties.

#### **COUNT V – UNCONSCIONABILITY**

**The common law equitable doctrine of unconscionability renders the 1925 Haitian independence debt void and unenforceable due to the threats, violence, power imbalance, coercion and duress surrounding its signing.**

88. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Count.

89. The United States Supreme Court has defined common law unconscionability as “a bargain such that no man in his sense and not under any delusion would make ... and no honest and fair man would accept from another.” *Hume v. United States*, 132 U.S. 406 (1888).

90. Defendants, through their entire tenure and involvement in obtaining and supposedly managing Haiti’s finances, not only engaged in unconscionable ultimatums and coercion by imposing their one-sided decisions and unreasonable demands on the Haitian people and the Haitian government by duress, threats of violence, actual violence and military actions, but also by charging oppressive and predatory terms and fees that were so excessive and ridiculously unfair that no one in their senses and not under delusion or threat would accept.

91. It is well documented and confirmed by every historian that Haiti signed the 1825 French Ordinance and the subsequent 1838 “*Traité d’Amitié*” (Friendship Treaty) under the explicit threat of French guns pointed at its shores. And further, Haiti signed virtually all the agreements, accords, memorandums of understanding with Defendant CITIBANK either for loans, payments, or financial services related to the French ultimatum or other CITIBANK advisory services under similar express and implied threats of military actions and invasion, or under actual military occupation by the United States’ government, which makes them unconscionably and irreparably flawed and void ab initio.

92. Thus, any statute-of-limitations defenses that could possibly have been invoked under normal circumstances should be equitably tolled at best or otherwise declared non-existent under the equitable estoppel doctrine due to the extraordinary and uniquely violent and coercive nature of these perfunctory deals, transactions, and/or agreements made by Haiti with any of the Defendants. Furthermore, Defendants have gone to extraordinary lengths to hide and conceal most their records and information on Haiti to deny any possible Plaintiffs heretofore the ability to bring a well-documented legal case forward.

#### **COUNT VI – CONVERSION**

**Defendant violated Plaintiffs’ rights by appropriating, taking by force and coercion or exercising complete control and dominion over specific, segregated, identifiable property belonging to Plaintiffs or the government.**

93. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Count.

94. Defendant CITIBANK was a banking institution that took over by coercive means the management and administration of the financial affairs of the Haitian government and the Haitian people. Defendant therefore was in possession of large amount of funds and financial assets belonging to the Haitian people and the Haitian government. Defendant CITIBANK knew

that these assets did not belong to them and belonged to the government and the people of Haiti. Defendant throughout the relevant period consistently stole specific, segregated, and identifiable funds and monies from specific taxes, customs fees and duties, and administrative fees.

95. Defendants jointly and severally further stole specific, segregated, and identifiable national revenue funds from the Railroads of Haiti entrusted to their care as well as customs-derived duties, fees, and other revenue streams. Defendants, thereby, deprived Plaintiffs, the Haitian government, and the Haitian people of the possession, use, and intended benefits of those funds and assets for more than a century, resulting in significant harm to Plaintiffs.

96. In 1914, Defendant CITIBANK intentionally, willfully, knowingly, unlawfully and without authorization took, stole and converted property belonging or intended for Plaintiffs' benefit and/or the government of Haiti by stealing and keeping \$500,000 in gold bars without authorization from the Haitian government's vault and by secreting through installment payments and other means a large portion of the funds under its management for its own corporate interests and purposes.

97. Defendant CITIBANK thereby deprived the Haitian people, Plaintiffs' forebears and Plaintiffs as their heirs and successors-in-interest as minors growing up in Haiti, of the intended benefits of those funds for healthcare, nutrition, education, transportation, clean water, electricity, public safety, and other necessary developmental infrastructure for a safe and healthy future within their own country.

#### **COUNT VII – ILLEGAL CONTRACT**

**Haiti's independence debt's connection to the slave trade and the coercion used in the original signature rendered any putative agreement void ab initio due to illegality of the subject matter, and the payments thereto illegal as against international treaties and public policy.**

98. Plaintiffs reallege and incorporate by reference each of the preceding paragraphs and allegations as though fully set forth in this Count.

99. In 1825 the French Ultimatum was against contemporary French and international law and public policy. Therefore, an international agreement based on the exchange of money for the value of slaves as was listed in King Charles X's Ultimatum and the related financing and debt agreements, constituted slave trading and thus was void.

100. According to Black's Law Dictionary, international human rights law considers certain acts as *jus cogens* and *malum in se*, including genocide, piracy, slavery, slave trading, human trafficking, murder, torture, and thus unlawful internationally regardless of specific treaties or laws within countries permitting them.

101. The history of the abolition of slavery in the 19<sup>th</sup> Century began in England in 1807. The First Treaty of Paris began the process internationally and was continued in the Second Treaty of Paris in 1815 before the Congress of Vienna which condemned slave trade as inconsistent with the practices of civilized nations. French law universally outlawed slavery and slave trading in 1823. Thus, the 1825 Ordinance of King Charles X that imposed the slavery-related Independence Debt on the people and the government of Haiti was created illegally under French law and under international law, which makes it void and unenforceable in France, and internationally across the globe, including its later acquisition by the NATIONAL CITY BANK OF NEW YORK (CITIBANK).

102. In addition to the fact that the subject of the underlying agreement, i.e. payments to avoid re-enslavement, was illegal, and against public morals under international treaties and laws of that time, Defendant CITIBANK and its American partners themselves subsequently acquired

the Haitian Independence Debt from their French partners and international associates, with full knowledge of those legal defects, by means and methods that were inherently violent in nature, then subsequently pushed and enforced compliance through the military might of the United States. Thus, the loans were obtained, and the associated payments were all made non-consensually, coercively, unconscionably, and illegally, rendering all the transactions void per se under any known contract principles.

103. Defendant CITIBANK willfully and knowingly assisted, collaborated, enforced, aided and abetted the French government, the French banks and other European associates who made the initial loans to finance the initial underlying ultimatum, in the administration, enforcement and implementation of said Haitian Independence Debt agreements, and in the collection of installment payments made toward those illicit deals until 1947.

104. Thus, all the payments collected by France, French banks, and by Defendant CITIBANK through the subsequent acquisition of those related Independence Debt loans throughout the entire period of 1825 to 1947, were illegal and void from the start, and must therefore be disgorged.

## **CONCLUSION**

105. The facts of this case are distinct and unique with few if any legal or historical parallel or precedents, thus requiring an exceptional and equitable set of solutions.

106. Due to the long, extensive and multi-generational efforts made by Defendants to hide and conceal the alleged offenses and wrongful acts, and due to the violent, unusual, unprecedented, extraordinary, oppressive, far-reaching, illegal and historic consequences of the conduct as well as their still current and on-going harmful effects, any possible defenses or

assertions regarding Plaintiff's standing or statute of limitations defenses are equitably outweighed in favor of the application of the common law doctrines of equitable estoppel, equitable tolling, and/or the continuing harm exception against the validity of such defenses.

107. Although this is a unique and unprecedented set of facts with no parallel in history, U.S. courts and the United States Congress have in previous Holocaust and Japanese internment cases acted under similar equitable principles to compensate for similar epic, historic, and unprecedented wrongs. Haiti's case is described in NPR's report as "*The Greatest Heist in History*" and it would be an epic and world-class tragedy to allow it to remain unrectified in the annals of legal and world history. Plaintiffs urge the Court to follow the foregoing precedents and principles to rectify such a historical wrong.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs respectfully pray the court for the following relief against all defendants jointly and severally:

- A. Award appropriate declaratory relief including a declaration and judgment that Defendants' conduct violated the laws and offended the equitable doctrines alleged in the Complaint.
- B. Award appropriate declaratory relief and a complete review and accounting of all records held by Defendants related to their activities in Haiti during the relevant period.
- C. Award appropriate declaratory relief and a review of Defendants' management patterns and practices during the relevant period of their involvement in Haiti.
- D. Award Plaintiffs equitable relief requiring restitution and disgorgement of all monetary and other property wrongfully taken and retained by Defendants during the relevant period.

- E. Award equitable relief in compensatory damages for continuing harm suffered by Plaintiffs, Plaintiffs' forebears, and Haitian citizens throughout the relevant period and continuing to this day.
- F. Award Plaintiffs, the citizens and the government of Haiti equitable relief as a constructive trust funded by Defendants, held and managed within the United States, for the purpose of building, rebuilding and maintaining the national infrastructure of Haiti.
- G. Award Plaintiffs equitable relief requiring Defendants to make donations to Haitian causes in the United States and throughout Haiti through IRS-approved charity and civic organizations registered with the Court.
- H. Award such other and further relief and remedy as the Court deems necessary, proper, and just.

DATED: February 3rd, 2025  
Initially filed January 31st, 2025

Respectfully submitted,

/s/Harold J. Eustache Sr.

Harold J. Eustache Sr.

Maryland Bar No. 0712110234

U.S. District Court Bar No. 20974

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 3<sup>rd</sup>. day of February 2025, a copy of the foregoing was electronically filed with the Clerk of Court and served upon all counsel of record via the Court's CM/ECF filing system.

/s/ Harold J. Eustache Sr.

Harold J. Eustache Sr.

Bar No. 20974