

ABIDJAN COURT OF THE  
FIRST INSTANCE

CRIMINAL COURT JUDGEMENT INTER PARTES

**THE COURT**

- In view of articles 2, 3 paragraph 4 new, 7 paragraph 1 and 3 new, 412 paragraph 1 new, 414 paragraph 1 of the Code of Criminal Procedure;
- In view of articles 25, 27, 29, 30, 110, 111, 121, 122, 123, 284, 401, 414 and 420 of the
- Penal Code, articles 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 41, 42 paragraphs 1 and 2 and 45 of law no. 2005- 554 of 02 December 2005 concerning the fight against money-laundering;
- In view of article 3 of the Code of Civil Procedure;
- In view of articles 1234 ff. of the Civil Code;
- In view of the exhibits in the case file;
- In view of ordinance no. 20/2014 of 03 April 2014, of partial dismissal and of committal for a minor criminal offence;
- Having heard the responses of the accused;
- Having heard counsel for the civil party in his pleadings;
- Having heard the applications of the Public Prosecutor;
- Having heard the pleadings of counsels for the accused;
- Having deliberated thereupon in accordance with the law;

**STATEMENT OF THE FACTS AND THE PROCEDURE**

According to the committal order issued by His Honour the Examining Magistrate of the First Chamber of the Court of the First Instance of Abidjan-Plateau dated 03/04/20014, the following persons:

1. GOHOUROU Ziallo Claude François,
2. KONE Cheick Oumar,
3. Awa N'DIAYE wife of M'BAYE,
4. DIGBEU LÉOCADIE
5. the Access Bank company having become Afriland First Bank

were prosecuted by this Criminal Court in order to answer to the following offences:

- forgery and uttering forgeries committed in administrative documents
- breach of trust relating to cash, money-laundering (1,2)
- complicity in breach of trust (4)
- money-laundering (1,2 and 3)
- concealment of misappropriated funds (3)
- lack of knowledge of money-laundering prevention (5);

These acts are covered and punishable pursuant to articles 27, 29, 30, 284, 401, 414 and 420 of the Penal Code, articles 5, 6, 7, 8, 9, 10, 11, 12, 37, 38, 39, 41, 42 paragraphs 1 and 2 and 45 of law no. 2005- 554 of 02 December 2005 concerning the fight against money-laundering;

It emerges from items placed in the case file and from the arguments advanced during the hearing that, following the discharge in the district of Abidjan of toxic waste from the ship "PROBO KOALA" chartered by the TRAFIGURA company in August 2006, thousands of inhabitants were contaminated. These victims organised themselves, especially those in South Abidjan 3 constituting themselves into a collective during the course of November 2006 and informed the English law firm of Leigh Day Co with a view to instituting legal prosecutions of the TRAFIGURA company. After having identified and retained 29624 victims, the firm Leigh Day & Co managed to reach an agreement with the TRAFIGURA company at the time when the Queens court in England granting compensation of seven hundred and fifty thousand CFA francs to each of them. Thus, in a letter dated 08/09/2009, the law firm Leigh Day Co sent an information letter to each of the victims. Following acceptance of this offer by the great majority of the said victims, the TRAFIGURA company transferred the sum of twenty-two billion five hundred million CFA francs (22,500,000,000 CFA), representing compensation for 29624 victims, to the bank account of Leigh Day & Co. opened in the ledgers of the Société Générale de Banque en Ivory Coast, known as the SGBCI and representing compensation for 29624 victims. However, at the time when this law firm was arranging to proceed to distribute these funds to those for whom they were destined, especially by each of them remitting his/her PIN code identifying his/her magnetic card, the person known as GOHOUROU ZIALLO Claude François, who had just been removed from presidency of the association of the victims of toxic waste of Abidjan Sud 3, interrupted the proceedings. In fact, despite the fact that he no longer represented the victims, he demanded and achieved through court orders both at Court and in the Abidjan Court of Appeal that the said funds were to be placed at the disposal of the coordination of the national of victims of toxic waste, known as CNVDT-CI, which he had just created in September 2009, for distribution purposes. The firm Leigh Day & Co and its representative, the law firm Klemet Sawadogo Kouadio, at first appealed but subsequently resorted to the intervention of the then Minister of Interior Affairs, the late Desiré TAGRO, in order to prevent the abovementioned funds falling under the control of GOHOUROU ZIALLO Claude François and his association.

Subsequently, mediation conducted by the Minister Adama BICTOGO resulted in the signature of a settlement agreement between Leigh Day & Co, the CNVDT-CI and the facilitator. Under the terms of this agreement, CNVDT-CI would retain control of the 22,500,000,000 francs, from which payment to the victims would be performed under the supervision of the law firm Leigh Day & Co represented by the law firm KSK and the mediator. As a result of difficulties that arose after the start of the operation for the distribution of the funds, the parties came together and, with the support of KSK, signed a Rider to the agreement which made it possible to pursue compensation with the KSK law firm until an upper limit of 23,000 victims had been reached. Over and above this, it was agreed that the CNVDT-CI would pursue the process under the control of the facilitator until the 26,662 victims had been paid and finally to complete the operation alone with respect to the remaining 3000. Unfortunately, this process did not reach its term due to the post-electoral crisis.

Once this period was over, the KSK law firm established that there had been irregularities due to the fact that numerous cheques issued in favour of certain beneficiaries were returned to drawer. The facilitator ordered seizures and searches of the various bank accounts opened by the CNVDT-CI, and was horrified to discover that there was a debt balance therein, with the exception of the account in

the ledgers of Access Bank Côte d'Ivoire under number 000949910501-14 in which the balance was in credit by three hundred and ninety-one CFA francs (391,000 FCFA). Through a subpoena served on the SGBCI by a process-server, he also discovered that the sum of four billion six hundred and forty-eight million CFA francs (4,658,000,000 FCFA) had been transferred to an account held in the Access Bank Côte d'Ivoire.

In view of these facts, Mr. KOFFI Hanon Charles, acting in his capacity as chairman of the National Network for the Defence of the Rights of Victims of the Toxic Waste of Côte d'Ivoire, known as RENADVIDET-CI, lodged a complaint with the Prosecutor of the Republic attached to the Court of the First Instance of Abidjan-Plateau, against GOHOUROU ZIALLO Claude François and others for forgery and uttering forgeries, embezzlement, which was directed to the Financial and Economic Police so that they could conduct an investigation.

For its part, the KSK law firm, informed the Director of this same police unit about a similar complaint against the same persons.

At the outcome of the investigation opened by the abovementioned police unit, KOFFI Hanon Charles stated the facts as stated above.

Maître SAWADOGO Zinda, a lawyer and partner in the firm of KSK representing the law firm Leigh Day & Co basically repeated the statements made by KOFFI Hanon Charles. He added, however, that the audit initiated by his firm revealed that while the CNVDT-CI claimed to have paid 21,142 victims, the firm was only able to check 20,000 victims and received copies of only 15,000 cheques. He stressed that faced with the reluctance of their partner to provide credible evidence of the payments as provided for in the agreements that had been entered into, searches were performed on the accounts of this structure and it is these that made it possible to discover the embezzlement denounced. He ended by denying the statement of SGBCI that the law firm KSK had given its consent to the transfer of funds to the account opened at the Access Bank and specified that it was the office of Maître MINTA Daouda that had been informed thereof.

It is understood that several victims who were eligible under this transaction, especially the persons named as GNEGNE Seydou, SAMASSY Massita, DIARRA Atsan, LOZO Affoué Chantal, KOFFI Zié Goulé Gérard, AGOMA Djibo Léa claimed that despite the submission of exhibits proving their status as victims of the toxic waste, they had never been compensated.

For his part, Mr. YACE Léonce Daniel Djeket, Director of Legal and General Affairs of the SGBCI confirmed that in 2009, the law firm of Leigh Day & Co opened two accounts in the bank's ledgers for compensation of the victims of the toxic waste, one of which was destined for individuals and the other for corporate entities. At the time when they were completing preparations with a view to the distribution of cards destined for the beneficiaries, they were notified of sequestration order no. 5992 dated 21/09/2009 of the Abidjan-Plateau Court of the First Instance, rendering unavailable the amounts in the account destined for individuals. In application of the said order, he transferred the sum of twenty-two billion one hundred and sixty-four million one hundred and ninety-one thousand and twenty-eight CFA francs (22.164.191.028 CFA francs) from this account to an internal sequestration account and informed all of the parties accordingly of this balance through service by a process-server.

Continuing, he added that at the outcome of a legal battle that resulted in the signature of an agreement on 11/02/2010 payments began on 09/03/2010. On 22/03/2010, the bank recorded a payment of 12,841 cheques.

Following up the rider attached to the abovementioned agreement which planned to make available to the CNVDT-CI funds destined for the compensation of 6624 victims, namely the sum of four million, eight hundred and fifteen million, six hundred and forty-eight thousand CFA francs (4,815,648,000 F CFA), Mr YACE Léonce Daniel Djeket specified that at the request of the latter, the provisional suspension was ordered of the sequestration order. Thus, the general directorate of the SGBCI gave its consent for this sum to be transferred to the CNVDT-CI account at Access Bank and all of the parties were so informed, as is shown by the discharge of the deed of notification order of 20/03/2010 a copy of which was received by the law firm KSK.

A requisition was sent to the Access Bank for the purpose of:

- Identifying the identity of the holders of the CNVDT-CI account who received the transfer of the sum of 4.658.000.000 of CFA francs
- To provide a statement of the transactions performed on the said account and identify the beneficiaries thereof.

The results of this requisition showed that, on the one hand, the persons named as N'DRAMAN Aman Serges, KAMBIRE Kounseo, DIALLO Moctar and LAINKONE Boureima had benefited from cheques for significant amounts of money issued in their favour from this account and as soon as they had cashed the amounts the amounts were transferred on the account of the woman known as Awa N'DIAYE wife of M'BAYE; on the other hand, it appeared that a payment of six hundred million francs had been paid into the account of the LMBA Consulting Company held in the Banque Atlantique de Côte d'Ivoire.

When questioned, the lady Awa N'DIAYE wife of M'BAYE confirmed that she had met KONE Cheick Oumar on the occasion of difficulties she had with the law and, through him, she subsequently met GOHOUROU ZIALLO Claude François with whom she intervened in favour of some of her neighbours who had been victims of the toxic waste.

With respect to the amounts of money deposited in her bank account at the Access Bank, she claimed initially that this money had been lent by KONE Cheick Oumar for his activities and specified that she only knew the person known as N'DRAMAN Aman Serges who was his accountant. She added that other people mentioned had been commissioned by KONE Cheick Oumar to withdraw money from the CNVDT-CI's account and pay it into her current account. She claimed to be unaware that this money came from that bank account and stated that she believed that it belonged to the latter whom she even accused of having exploited her.

She subsequently amended her statements and maintained that the sum of two billion six hundred and twenty-nine million, one hundred and eighteen thousand one hundred and forty-six CFA francs (2,629,118,146 F CFA) received into her account was used purely to the benefit of KONE Cheick Oumar and his companies as shown in the copies of the cheques she provided. She ended by admitting only having received for herself the sum of one million six hundred thousand francs.

When KONE Cheick Oumar was questioned he stated that as a result of significant differences of opinion that had arisen between the CNVDT-CI and the law firm Leigh Day & Co, the KONECO law firm was contacted to provide legal and financial assistance to the victims of the toxic waste via their

association. An agreement was signed with the chairman of that association, GOHOUROU Claude François. This is how he came to commission the law firm of Maître MINTA Daouda Traore to engage in legal proceedings against the English law firm abovenamed which resulted in decisions in their favour both before the Abidjan Court [of the First Instance] as well as in the Abidjan Court of Appeal. Furthermore, he partially confirmed the statements made by the lady Awa N'DIAYE wife of M'BAYE whom he introduced as a friend and associate whom he had commissioned to manage his companies. He specified that the sum of 2,500,000 francs paid into her account represented her fees as determined by the agreement signed with the CNVDT-CI which set them at 10% of the 22,500,000,000 CFA francs to be distributed. He ended by claiming that he did not take part in the process of compensating the victims.

Benjamin OVIOU, Managing Director of the Access Bank Côte d'Ivoire explained for his part that the lady Awa N'DIAYE wife of M'BAYE had opened her account with a view to benefiting from a loan of two billion CFA francs (2,000,000,000 F CFA) which she was not granted because she had not produced sufficient guarantees.

Subsequently, he indicated, Mr KONE Cheick Oumar was introduced to him as being the owner of companies for which financing was being requested through the said loans.

He stressed that, being aware of the origin of the money that was to fund the accounts of the lady Awa N'DIAYE wife of M'BAYE, his establishment could not object to these banking transactions that he considered to be regular because their criminal character was not [proven].

Maître MINTA Daouda TRAORE gave evidence stating that he had intervened in the toxic waste dispute at the request of the law firm of KONECO which was assisting the CNVDT-CI and that having obtained the transfer of the amount in dispute by the SGBCI to the account of that association, his role as advocate had been completed.

Maître KOUAME Biritié and Mr COFFY Laurent gave evidence, in their respective capacities of principal and owner of the MLBA Consulting company, declaring that the sum of six hundred million CFA francs transferred from the account of the CNVDT-CI to that society's account at the BACI was a fee for facilitating Mr Adama BICTOGO which had been fixed at 20% of the amounts remaining once all the victims had been compensated.

After proceedings were transmitted to the prosecutor's office once the preliminary investigation had been completed, a judicial investigation was initiated against the persons known as GOHOUROU ZIALLO Claude François, KONE Cheick Oumar, Awa N'DIAYE wife of M'BAYE and others respectively for the offences of forgery and uttering forgeries committed in administrative documents, breach of trust and deception involving embezzled funds and complicity in such offences.

During the judicial investigation, the instructing magistrate ordered arrest warrants to be served successively on the persons named as DIGBEU Léocadie, GOHOUROU ZIALLO Claude François and Awa N'DIAYE wife of M'BAYE.

Only DIGBEU Léocadie was arrested and remanded in custody. Accused of complicity in forgery and uttering forgeries committed in an administrative document and breach of trust involving funds, she denied these accusations.

She explained that in order for them to be valid, cheques issued on the CNVDT-CI bank account held in the Access Bank needed to bear her signature and that of GOHOUROU Claude François, but in fact this was not the case. She maintained that she had not actually participated in managing the funds since she said she had signed several blank cheques at his request and had not been informed of the use he had made of them.

She ended by claiming that she was unaware that the funds thus withdrawn had largely been repaid to KONE Cheick Oumar and others.

KONE Cheick Oumar, who had been accused of acts of breach of trust concerning funds denied the accusations and reiterated the statements he had made to the preliminary investigation. The investigations conducted by the National Cell for Judicial Information Processing of the Côte d'Ivoire, known as CENTIF, revealed suspicions of money-laundering in respect of the persons named GOHOUROU ZIALLO Claude François, Awa N'DIAYE wife of M'BAYE, KONE Cheick Oumar and Access Bank.

Following an additional indictment, the State Prosecutor attached to the Court of the First Instance of Abidjan-Plateau opened a judicial investigation of the abovenamed in respect of the said acts.

KONE Cheick Oumar denied the acts of money-laundering to the Examining Magistrate and stated that he had authorised his associate Awa N'DIAYE wife of M'BAYE to receive into her bank account at the Access Bank that had become the Afriland First Bank the sum of 2,466.808.889 francs representing her fees and disbursements to cover legal assistance signed between his law firm known as KONECO and the CNVDT-CI run by GOHOUROU ZIALLO Claude François.

As for the Access Bank that had become the Afriland First Bank which had been accused of disregarding the prevention of money-laundering, it rejected the offence of which it was accused, and through its representative, the lady TRAORE Fatoumata wife of GUEYE, claimed that their enterprise had complied with all of the rules with respect to prevention of capital [sic] in the case in point. She added that the bank had not checked whether numerous withdrawals had been destined for compensation.

Mr Adama BICTOGO who gave evidence as a witness, confirmed the statements made by his representatives at the preliminary investigation, namely by Maître KOUAME Bi Iritié and Mr COFFY Laurent. He added, however, that he rejected any liability concerning embezzlement of the funds destined for the victims of toxic waste.

Mr MOTTO Yao Esaie who is headman of the Djibi village in the commune of Cocody, claimed during the investigation that it was through the awareness campaign that he organised following the discharge of the toxic waste that solidarity was organised on an international level and by the intermediation of the "GREEN PEACE" association in England, lawyers of the law firm Leigh Day & Co visited the Ivory Coast to undertake the Work of counting and identifying the victims that resulted in the transfer of the sum of 2,500,000,000 to the SGBCI. He specified that the person named as GOHOUROU ZIALLO Claude François, who had been listed as a victim and was chairman of an association of victims in this locality, only intervened after the abovementioned sum had been obtained and played no role in the process with the English law firm.

Some victims, notably KACOUTIE N'Gouan André, KACOUTIE Leatitia Audrey Ama, KOFFI Kouassi Martin, KOFFI Lea Christine whose evidence was heard, maintained that they had not received their compensation despite the fact that they had provided all the supporting documentation and specifying that their files were with KONE Cheick Oumar who refused to return them to them.

Mrs KOFFI Hanon Charles and YACE Léonce Daniel Ojeket reiterated their statements made during the preliminary investigation.

The CENTIF's investigation report revealed that the CNVDT-CI was registered after receipt of deposit no. 1829/PA/SG/ D1 of 1 September 2009 and the announcement was made in the official gazette by GOHOUROU ZIALLO with a receipt for deposit no. 829/PA/SG/D1 dated 1 September 2009.

Furthermore the persons whose signatures are shown on the minutes of the General Meeting at which the CNVDT-CI was constituted have stated that they never attended that meeting.

Finally, it has also been discovered that the minutes were never legalised at the Cocody Municipality as GOHOUROU ZIALLO Claude François would have us believe.

He could not give evidence either at the preliminary inquiry nor to the Examining Magistrate since it has not been possible to find him throughout the proceedings.

Intervening in his capacity of provisional administrator pursuant to order no. 1577 of 02 November 2011 issued by the Emergency Injunction Judge of the Court of the First Instance of Abidjan-Plateau, Mr BAYOKO Abou Bakary stated to the examining magistrate that he had been given the task of recovering the funds destined to compensate 6500 victims assessed at 4,658,090,819 francs transferred to the SGBCI at the Access Bank on 24 March 2010 to the CNVDT-CI's account. As from 25 March, namely the day after this transfer, persons other than the victims began to make withdrawals from the account. He ended by stating that he was joining the case as a civil party representing the victims on behalf of whom he reserved the right to produce a list and to specify the amount of damages subsequently.

The defendants were committed to the criminal court where, during the hearing, they confirmed the basic content of the statements they had made previously as well as the witnesses.

However, Mr KONE Cheick Oumar, while disputing the criminal acts of which he was accused, maintained that he had signed a legal assistance agreement with the CNVDT-CI chaired by GOHOUROU Claude François because it represented all the victims. He also admitted that it was on his advice that the funds were transferred to the Access Bank and specified that he had authorised Awa N'DIAYE wife of M'BAYE to receive fees and initiate the financial arrangements necessary for the recapitalisation of his companies. He further added that it was on the orders of GOHOUROU ZIALLO Claude François that the sum of 2,500,000,000 francs was transferred from the CNVDT-CI account to that of its representative.

As for Mr. GOHOUROU ZIALLO Claude François, he also rejected all of the actions of which he was accused and specified that he had never asked the lady DIGBEU Léocadie to sign blank cheques.

He explained that in order to enable the funds destined for the victims to be managed by their representatives, he had signed a legal aid agreement with the KONECO law firm of KONE Cheick Oumar in order to be able to take any useful action and it had been planned that in return, he would be remunerated in the amount of 10% of the amounts provided by the law firm of Leigh Day & Co before

any distribution. Thus, after instituting legal proceedings that ended in their favour in the court of the first instance and on appeal, mediation conducted by Mr. Adama BICTOGO made it possible to reach an agreement in settlement at the outcome of which the distribution of the funds would be performed by CNVDT-CI under the supervision of the law firm Leigh Day & Co via its representative the law firm KSK and the facilitator. A rider to this agreement, he added, specified that once the upper limit of 24,000 victims had been reached, the CNVDT-CI ought to alone complete the compensation operation for the remaining 5,500 victims. It was thus by virtue of these agreements that, on the advice of KONE Cheick Oumar, that the residual amounts of 4,658,000,000 CFA francs were transferred from the SGBCI to the CNVDT-CI's account at the Access Bank where the payments were due to continue. When the post-electoral crisis occurred, he took refuge outside Cote d'Ivoire and was no longer in control of the process. He considered that the funds ought still to be available at the Access Bank or the establishment that was the successor thereof since he stated that he did not order the payments or the transfer be made to the benefit of KONE Cheick Oumar or any other person although he acknowledged that the CNVDT-CI had not yet honoured its commitment thereto. Furthermore, he confirmed that his association had a legal existence and it was through an omission that the figure "1" had been forgotten when the notice was placed in the official gazette so that the receipt for the deposit of the association casefile read as No. 829 instead of 1829. He also claimed that the minutes of the founding General Meeting had been regularly produced and legalised and that those who denounce it today merely want to recant.

Mr KOFFI Hanon Charles, for his part, specified that in this case he was intervening in his capacity, on the one hand, as a victim who had not been compensated and on the otherhand, as the representative of each of the victims who had instructed him to represent them. He also maintained that the CNVDT-CI which had signed a coverage agreement with KONE Cheick Oumar had been constituted on the basis of false documents. He further concluded his evidence by admitting having received the sum of five million francs CFA (5,000,000 F CFA) which represented part of the 3% bonus which was supposed to be received by those in charge of the associations of victims.

Mr ABY Serge Eric, who was legally in charge of the Afriland First Bank declared in the witness box of the Court that his banking institution and Access Bank were two separate entities operating independently of each other. Consequently, he added, it was legally incorrect to state that the Access Bank had become the Afriland First Bank and that in any event, the latter was not involved in the acts that may have been committed at a time when it was not yet established in the Côte d'Ivoire.

Intervening voluntarily, Mr. KOUASSI N'goran Eliace claimed to be the chairman of an association of victims consisting of 314 members who, through his counsel, Maître PARAISSO Rafiou Charles, was initiating an action before the first Civil Chamber A of the Court of the First Instance of Abidjan-Plateau against:

- The law firm Leigh Day & Co
- The CNVDT-CI
- Mr. BAYOKO Aboubakary
- Mr. Adama BICTOGO
- Mr. KONE Cheick Oumar
- The lady Awa N'DIAYE wife of M'BAYE
- The TRAFIGURA Limited company

While these proceedings were in progress, he continued, this jurisdiction had decided to order a suspension in the judgement due to the criminal case in progress that had been initiated by Mr. KOFFI Hanon Charles on behalf of the 6,624 victims who had instructed him to institute a complaint against the persons abovementioned. He requested that the Criminal Court declare that the civil action instituted by this person to be inadmissible due to lack of authority with respect to the 314 people in his association since they had not instructed him for this purpose.

In his pleading, Maître Pierre Dia VATCHE, counsel to the civil party to the case, after having reminded the court of the facts, considered that the fraudulent origin of the transfer of funds had been sufficiently established and that Access Bank had become Afriland First Bank and ought to assume all of the consequences thereof. He thus pleaded that it should please the Court to declare them guilty and sentence them to any penalty they might consider appropriate and to issue a committal proceedings order against the accused who had appeared and an arrest warrant against those who were absent. He further asked the court to declare admissible the creation of KOFFI Hanon Charles as a civil party to the case both on his own behalf and on behalf of the victims he claimed to represent and to declare their claim meritorious. Finally to order the accused jointly to pay the sum of 4,658,000,000 CFA francs and to order the provisional execution in the amount of 216,104,160 CFA francs.

The Public Prosecutor, for his part, asked it to please the Court to declare the accused individuals guilty of the acts of which they were accused and as a penalty to sentence them to 20 years imprisonment and a fine of 20,000,000 francs each. As for the Access Bank that had become the Afriland First Bank, the Prosecutor's Office asked for it to be ordered to pay a fine of sixty billion (60,000,000,000 F CFA) CFA francs.

The civil partnership of BILE-AKA, BRIZOUA-BI and associates, Maître Mamadou TRAORE and the civil partnership of IMBOUA -KOUA-TELLA, counsel for Afriland First Bank claimed that their client should be judged as not being a party to the case on the grounds that it was not until March 2014 that the Afriland First Bank group took effective control of the banking activities formerly performed by Access Bank Côte d'Ivoire after the banking sector regulation authorities gave there consent thereto for its operating as a bank. Apparently, they continued, the two banking structures existed and continued to operate in different geographical areas and each had obtained an approval which was only for itself. That is why they considered that the judicial actions were not transmissible to the new purchaser which ought to be excluded from the case.

Basically, they considered that the funds transferred to the Access Bank were not of fraudulent origin since it was by virtue of a court order that the amounts were managed by it and it ought to be acquitted. Furthermore, the action by the civil party to the case, KOFFI Hanon Charles, should be declared inadmissible due to lack of entitlement to act, pursuant to article 3 of the Code of Civil Procedure.

The law firm KOFFI-KOUADIO-TAPE, intervening on behalf of GOHOUROU Claude François noted that the offence of forgery and uttering forgeries had not been proven since it was a material error due to an omission that led to the belief that the receipt for submission of the casefile issued by the Prefecture of Abidjan was different from that which had been published in the official gazette. He went

on to claim that the sums of money that had been squandered were not the fault of GOHOUROU ZIALLO Claude François who, in any case, had not written the cheques issued fraudulently. Furthermore, no hand-writing expertise had been applied to the said cheques which had the effect of confusing them. Money-laundering was incompatible with breach of trust, so he should be acquitted on all these counts.

Maître GOHI Bi, counsel for KONE Cheick Oumar, at first pleaded the inadmissibility of the creation as a civil party of KOFFI Hanon Charles on the grounds that he had no entitlement to act on behalf of the victims, since he could not prove that he was related to any of them pursuant to article 20-1° of the Code of Civil Procedure. He subsequently maintained that the offences of breach of trust and money-laundering of which his client had been accused had not been committed since the sums of money that were transferred into his accounts consisted of fees by virtue of an agreement signed with the CNVDT-CI represented by GOHOUROU ZIALLO Claude François. Finally, KONE Cheick Oumar, who had not handled any administrative document of this association, could not have committed the offence of forgery and it would be appropriate to acquit him purely and simply.

The ladies Awa N'DIAYE wife of M'BAYE and DIGBEU Léocadie did not appear at the court hearing. For their part, the accused who appeared were all allowed the last word before the case was deliberated up for judgement which was to be rendered at the hearing on 13 January 2015.

## **AS TO THE FORM**

Whereas Messrs GOHOUROU ZIALLO Claude François, KONE Cheick Oumar and the Afriland First Bank were regularly served in person and appeared at the hearing and had instructed counsel;

That it is appropriate to hand down a judgement inter partes in their respect, pursuant to article 400 of the Code of Criminal Procedure;

Whereas the ladies Awa N'DIAYE wife of M'BAYE, DIGBEU Léocadie and the Access Bank company were not summonsed in person nor did they appear at the court hearing; that it is appropriate, pursuant to article 403 of the Code of Criminal Procedure to issue a ruling by default in respect thereof;

## **AS TO THE SUBSTANCE OF THE CASE**

### **I – CONCERNING THE GUILT OF THE ACCUSED**

#### **A – CONCERNING THE OFFENCES OF FORGERY AND UTTERING FORGERIES**

Whereas GOHOUROU ZIALLO Claude François is accused for having committed forgery in an administrative document notably by altering the receipt issued during the procedure for declaration of his association which was registered at the Prefecture of the Abidjan region under deposit receipt no. 1829/PA/SG/01 dated 1 September 2009 while the insertion in the official gazette mentions receipt no. 829;

Whereas under the terms of article 284 of the Penal Code, the forgery uttered in the administrative documents consisted in reproducing or imitating fraudulently, falsifying or altering permits, certificates, passbooks, receipts, passports, laissez passer documents, movement forms, registers or other documents issued by the public administrations or required by the regulations with a view to establishing a right, an identity or a status, to grant an authorisation or to reimburse costs

Whereas he maintained in the witness box in court that his organisation had been declared legitimately according to the current legislation under receipt for deposit number 1829 and that it was a material printing error that caused the omission of the figure "1" wrongly showing in the official gazette the receipt number as being 829;

Whereas the checks performed during the course of the preliminary investigation confirmed the statements made by GOHOUROU ZIALLO Claude François and attested that his association was registered under receipt for deposit number 1829;

That it emerged in the course of the discussions that this was manifestly a material error that caused the omission of the figure "1" which thenceforward showed the figures "829" as the number of the receipt thereof;

That it can be inferred from the following that no proof has been provided of fraudulent reproduction or imitation, falsification or alteration of the said receipt and it is appropriate to dismiss this charge;

Whereas GOHOUROU ZIALLO Claude François has also been accused of showing the name and signatures of certain people in the minutes of the General Meeting constituting his association when they stated subsequently that they had never attended it;

That these minutes had never been legalised at the Cocody municipality, contrary to the note therein;

Whereas also the person who deny their signatures on the minutes in question have provided no proof of forgery of the said document or of its non-legalisation at the Cocody Municipality;

That apparently, the mere dispute over a signature on a document is not sufficient to lead to the conclusion that this document was forged;

Whereas furthermore that the offence of forgery and uttering forgeries pursuant to article 284 of the Penal Code penal assumes that the exhibit claimed to be a forgery is an administrative document;

That in this case, the minutes in dispute are not an administrative act so that they do not fall within the category of deeds damage to which is punishable under the abovementioned text; Whereas in consideration of all of the above, it is appropriate to conclude that the offence of uttering a forgery cannot be claimed in this case;

## **B – CONCERNING THE OFFENCE OF BREACH OF TRUST**

### **1. Concerning the Situation of GOHOUROU ZIALLO Claude François**

Whereas GOHOUROU ZIALLO Claude François is being prosecuted for the offence of breach of trust;

Whereas, it results from the provisions of article 401 paragraph 1 of the Penal Code that anyone who embezzles, dissipates or destroys to the prejudice of the owner, possessor or holder of effects, money, goods, tickets, receipts or all other writings containing or operating an obligation or discharge, that was remitted to it as a commendation, deposit, proxy, collateral, a loan for use or for paid or

unpaid employment, is under a duty to return them, or represent them or make predetermined use or employment thereof is guilty of breach of trust...;

Whereas at the end of the deliberations at the hearing and with respect to the exhibits in the case file it appears that it was accepted by all the parties that the CNVDT-CI run by GOHOUROU Claude had obtained the right to conduct the process of distribution of the sum of 22,500,000,00 francs destined for compensation of the victims of the toxic waste identified and taken into account by the firm of English Lawyers Leigh Day & Co; That all the parties confirmed in the witness box of the court that this was by virtue of an agreement signed between the CNVDT-CI and the law firm KSK acting on behalf of Leigh Day & Co, that the last phase of compensation of the 6628 victims was left to the sole responsibility of Mr. GOHOUROU ZIALLO Claude François and his association as well as the subsequent amount of 4,658,000,000 francs;

That consequently, he was given a mandate to receive the funds abovementioned so that it was up to him to remit to each victim the share due to him/her;

That furthermore, the CNVDT-CI obtained, acting in accordance with this mandate, the transfer of these funds from the SGBCI to an account that it had opened in the ledgers of the Access Bank, thus placing them entirely under his control and his authority;

Whereas, as it results both from the evidence obtained during the hearing that the investigations conducted during the preliminary inquiry and in the course of the judicial investigation [by the examining magistrate] that the abovementioned amounts were not repaid to those for whom they were destined although they had been identified;

That in its paragraph 2, article 401 of the Penal Code states that as soon as proof of remittance of the thing has been reported, the person who has received them is presumed to have diverted, dissipated them if he is unable to return them, represent them or prove that he has used them or employed them as planned;

Whereas in this case, it is accepted that, despite their denials, copies of several cheques signed by DIGBEU Léocadie and GOHOUROU ZIALLO Claude François were included in the casefile dossier and attest to the fact that they performed significant transfers of funds from this account both to the benefit of certain persons such as Awa N'DIAYE wife of M'BAYE KONE Cheick Oumar as well as being the facilitator for diverting the said funds from their original destination;

Whereas to cause this assumption to fail, paragraph 3 of article 401 requires the accused to prove the impossibility in which they find themselves to render or represent the item received or prove the use they made of it or the purpose for which they planned to use it was not fraudulent in nature or, if the origin was fraudulent, that they are not responsible thereof;

Whereas GOHOUROU ZIALLO Claude François has not offered to annihilate this assumption by acting as indicated above and is content with futile denials by maintaining that he did not order any payment to the benefit of the abovenamed persons and affirms without providing proof that the funds in question are still held in the account in the Access Bank or at least in the Afriland First Bank;

That moreover, this assertion is even more unlikely since the searches performed in the banking institutions revealed that only the CNVDT-CI account held in the Access Bank was in credit in the amount of 391,000 CFA francs;

That in consideration of all of the above, it is appropriate to state that the actions of breach of trust were proofed with respect to GOHOUROU ZIALLO Claude François and he should be found guilty thereof.

## **2. Concerning the position of Digbeu Léocadie**

Whereas the lady DIGBEU Léocadie has been prosecuted for complicity in breach of trust in relation to the funds and disputes having committed the said actions;

Whereas under the terms of article 27-3° of the Penal Code, a person is an accomplice in a crime or offence, if, without taking a direct or decisive part in the commission thereof, knowingly aids or assists, directly or indirectly, the perpetrator of the offence in the acts that consumed it or prepared it;

Whereas during the course of the judicial investigation, the lady DIGBEU Léocadie, who had co-signed the cheques issued on the CNVDT-CI account in the Access Bank, acknowledged having signed several blank cheques that she remitted to GOHOUROU ZIALLO Claude François and which were later used to divert the amounts held in that Account;

That it can be inferred from the above that by acting thus, she knowingly assisted directly in committing the abovementioned embezzlement involving a breach of trust as provided for and punished under article 401 of the Penal Code;

That it is therefore appropriate to find her guilty of the offence of complicity in breach of trust;

## **3. Concerning the position of KONE Cheick Amar and the lady Awa N'DIAYE wife of M'BAYE**

Whereas KONE Cheick Oumar [and lady Awa N'DIAYE wife of M'BAYE] are being prosecuted respectively for the offences of breach of trust and fraud concerning the monies which they dispute;

Whereas, if it is to be constituted, the offence of breach of trust as indicated above by the provisions of article 401 paragraph 1 of the Penal Code pre-supposes the remittance of effects, money, goods, bills, receipts or other written documents containing or applying an obligation or discharge remitted to the offender on loan, deposit, mandate, collateral for a loan or for work as an employee or non-employee...;

That in this case, it results from the discussions and legal investigation that the funds received by KONE Cheick Oumar were remitted to him as fees by virtue of a legal aid agreement which he signed with the CNVDT-CI and which is believed to corroborate his allegations;

Whereas the discussions and exhibits produced in the case do not make it possible to maintain that he received them by virtue of one of the contracts provided restrictively under article 401 abovementioned which are the basis for the offence of breach of trust.

That it is therefore appropriate to conclude that he had not been able to commit the offence of breach of trust in the capacity of perpetrator within the meaning of article 25 of the Penal Code;

It is nevertheless accepted that the law firm of KONECO run by KONE Cheick Oumar was linked to the CNVDT-CI by a coverage [handwriting at the top of the page illegible] of [legal] aid and that in the

witness box, GOHOUROU ZIALLO Claude François stated that it was on his instructions that the funds destined for the 6628 victims were transferred from the SGBCI to Access Bank.

Whereas it is also accepted that KONE Cheick Oumar, who was due to be paid his fees, costs and disbursements fixed at 10% of the sums destined for all of the victims before the start of the distribution operation as agreed, received nothing until the transfer of the said amounts into the banking institution recommended by him.

Whereas the court investigation and submissions in the hearing showed that the CNVDT-CI account and that of the lady Awa N'DAYE wife of M'BAYE had been opened in the ledgers of the Access Bank on the same day, on the initiative of KONE Cheick Oumar;

Whereas, both in the preliminary investigation and in the court investigation and in the course of the submissions in the hearing, KONE Cheick Oumar declared that she had been his external associate responsible for finance and that, in this capacity, he had given her authority to pay his fees into his account and to repay them into the accounts of his companies.

That subsequently, both he and GOHOUROU ZIALLO Claude François admitted that it was at the proposal and with the assistance of the KONECO law firm and the lady Awa N'DAYE wife of M'BAYE that the sum of 4,658,000,000 CFA francs, the amount that all of them knew to be destined to compensate the 6624 victims, it having been held by the SGBCI, had been transferred to bank account no. A 010601001000949910501 14 belonging to the CNVDT-CI to ACCESS BANK;

That finally he specified that she had planned the whole financial structure as well as the modus operandi that was used to transfer the funds destined for the victims into the various bank accounts that she had opened at this bank, thus knowingly contributing to their being diverted from their initial destination.

That furthermore, the preliminary and judicial investigations established that it was the lady Awa N'DAYE wife of M'BAYE who had suggested to GOHOUROU ZIALLO Claude François the people in whose favour cheques for large sums of money were to be drawn and subsequently repaid into her account from which they were made available to KONE Cheick Oumar.

Whereas in total, an analysis of the machinations of KONE Cheick Oumar and the lady Awa N'DAYE wife of M'BAYE, as described above, attest to the fact that they knowingly helped and assisted GOHOUROU ZIALLO Claude François to commit the offence of breach of trust in the actions that were preparatory thereto and in the commission thereof.

That with respect to the combined provisions of articles 27–3° and 401 of the Penal Code, it is appropriate to deduce that she is guilty of the offence of complicity in breach of trust;

That it is appropriate to redefine the acts of breach of trust and of fraud as abovementioned as conspiracy to commit breach of trust and to declare the two accused guilty.

## **C – CONCERNING THE MONEY-LAUNDERING**

Whereas under the terms of article 2 of law no. 2005-554 of 2 December 2005, the offence of money-laundering is defined as the act of intentionally committing one or more of the following actions:

- The conversion, transfer or manipulation of assets concerning which the perpetrator is aware that they originate from a crime or offence or from participation in such crime or offence with

the aim of concealing or disguising the illegal origin of the said assets or helping anyone involved in the commission of such crime or offence to escape the legal consequences of his/her actions;

- The dissimulation and disguising of the nature, origin of the location, disposal, movement or real ownership of the assets or rights relating thereto, the perpetrator being aware that they originate from a crime or offence as defined in the national legislations of the member states or from participation in a crime or offence;
- The acquisition, holding or use of assets, the perpetrator being aware at the time of receipt of the said assets, that they were the proceeds of a crime or offence or participation in a crime or offence;

Whereas GOHOUROU ZIALLO Claude François, by causing the lady DIGBEU Léocardie to remit blank cheques previous signed by her, issued in favour of several persons who were not eligible for compensation since they were not acknowledged to be victims of the toxic waste, intentionally committed the transfer or manipulation of funds which he placed in an account opened on behalf of the CNDVT-CI at the ACCESS BANK, these funds having been embezzled by him;

That subsequently, it was established that these persons were merely intermediaries in the payment of the lady Awa N'DIAYE wife of M'BAYE and KONE Cheick Oumar since on the one hand they were their employees and on the other hand they immediately reverted the funds they had collected to an account opened by him in the same banking institution;

That in turn, and in accordance with their agreement, she used them to recapitalise the companies of KONE Cheick Oumar thus completing the process of manipulation, dissimulation and concealment of their fraudulent nature and origin;

That it is appropriate to conclude that these two accused knew that the funds received by them were the proceeds of an offence;

That with respect to the above, it is appropriate to state that the offence of money-laundering has been constituted in respect of the three accused in accordance with the abovementioned law;

Whereas, furthermore, as has been judged above, GOHOUROU ZIALLO Claude François on the one hand, and KONE Cheick Oumar and Awa N'DIAYE wife of M'BAYE on the other hand have been found guilty respectively of the offences of breach of trust and complicity in breach of trust concerning the sums abovementioned;

That on that occasion, it was established that a prior agreement had been reached between the three accused for the purpose of performing the said embezzlements and that this continued in order to conceal the result;

That in effect, with the help of KONE Cheick Oumar and Awa N'DIAYE wife of M'BAYE, GOHOUROU ZIALLO Claude François transferred the funds, which all of them knew were destined for the victims, from the SGBCI to an account held in the ACCESS BANK and, by means of artifice and other fraudulent means devised by them, the said funds were either transferred to the bank accounts of intermediaries or to other dummy companies;

That in application of article 3 of the law concerning money-laundering, such machinations also constitute a conspiracy or participation in an association with a view to committing money-laundering;

## **D – CONCERNING THE LIABILITY OF THE ACCESS BANK AND AFRILAND FIRST BANK COMPANIES**

### **1. Determining the identity of the company to be prosecuted**

Whereas under the terms of removal order no. 20/2014 dated 04/04/2014, the corporate entity to be prosecuted under this offence is the ACCESS BANK that has become AFRILAND FIRST BANK;  
Whereas the AFRILAND FIRST BANK disputes this designation and has applied for the case against it to be dismissed on the grounds that it is a separate legal entity from that of the ACCESS BANK COTE D'IVOIRE which is a subsidiary of ACCESS BANK PLC, a company incorporated under Nigerian law, of which it acquired 96.85% of the shares on 17 December 2013;

Whereas it would appear from the submissions in the hearing the documents placed in the casefile that the ACCESS BANK COTE D'IVOIRE and AFRILAND FIRST BANK are two separate banking institutions each of them having benefitted from an approved issued intuitu personae for exercising their activities in the Côte d'Ivoire;

That it therefore emerged clearly that at the time of the commission of the incriminating acts, it was the ACCESS BANK company that operated in the Côte d'Ivoire, to the exclusion of the AFRILAND FIRST BANK;

That it is thus appropriate, by virtue of the principle of the identity of the punishment, to dismiss the charges against it;

### **2. Concerning the culpability of Access Bank**

Whereas the ACCESS BANK is accused of lack of knowledge of the means of prevention of money-laundering;

That in order to refute the allegations, it maintained that the various transactions performed on the CNVDT-CI's account were regular;

Whereas law no. 2005 - 554 of 2 December 2005 concerning the fight against money-laundering, its articles 5 ff., 10, 26 and 27 impose certain obligations upon financial institutions, especially to declare suspicion of certain suspect transactions to the national cell for processing financial information, known as CENTIF, subject to criminal penalties;

Whereas, in this case, if it is true that the origin of the funds was known, certain machinations by the accused ought to have caused suspicions to arise with the managers of the ACCESS BANK;

That consequently, the transfer of the sum of 4,658,000,000 francs, destined for the victims, from the SGBCI into an account opened in the bank's ledgers by GOHOUROU ZIALLO Claude François for the CNVDT-CI , followed by the issue of several cheques for significant sums of money, of more than 50,000,000 CFA francs drawn on this account to the benefit of certain persons who, according to their profiles, could not be creditors thereof, appears to be all the more suspect since they were immediately repaid into the account of Awa M'DIAYE which was also held there, and the said funds were immediately withdrawn by her and directed to other destinations especially to the bank accounts of companies belonging to KONE Cheick Oumar;

That apparently, in view of the nature of these funds and their destination which was well-known to all those involved in the process of compensating the victims, ACCESS BANK could not have been

unaware of the machinations described above and was lacking in its obligations of vigilance, of declaration of suspicions, of preservation and communication of documents to the CENTIF;  
That finally, the investigations conducted revealed that this banking institution did not possess any unit for combating money-laundering, as required by the abovementioned law in its article 13;  
That in consideration of the above, it should be concluded that the offence of which it is accused has been proven;

## **II – CONCERNING THE PUNISHMENT**

### **A – CONCERNING THE SENTENCING OF INDIVIDUALS**

#### **1. Concerning the accumulation of offences**

Whereas GOHOUROU ZIALLO Claude François, KONE Cheick Oumar and the lady Awa N'DIAYE wife of M'BAYE have been declared guilty on the counts of breach of trust or complicity in abuse of trust on the one hand and money-laundering on the other hand;

Whereas under the terms of article 122, paragraphs 1, 2 and 3 of the Penal Code, when several breaches that are defined as crimes or offences have been committed by the same person without this being a repeat offence and are the subject of the same prosecution, the punishment for each of these offences shall not be cumulative. Only punishments and security measures incurred for offences for which the penalty is the most severe may be ordered. The main punishments thus pronounced are considered to be applicable indivisibly to all of the offences proven to the extent that they could have been pronounced for each of them...;

Whereas, in application of these provisions, the three accused abovementioned, who had each committed two crimes defined as offences and that are the subject of the same prosecution, incur punishments and security measures for the offence liable to the most severe main punishments;

#### **2. Concerning the determination of the most severely punishable offence**

Whereas in its article 123, the Penal Code states that in order to determine the severity of the main punishment, account must be taken of the legal causes that aggravate or attenuate the penalty incurred;

That it is thus admitted on the one hand that if the punishments are of the same nature, the severest is that for which the maximum is the greatest and at the other hand when custodial sentences and fines are possible, the most severely punished offence is that which consists of the longest custodial sentence;

Whereas the sums of money diverted due to the offence of breach of trust are assessed at 4,658,000,000 francs;

Whereas under the terms of article 110 of the Penal Code, the term of imprisonment may be no less than twenty years for each of the accused where the value of the proceeds obtained is greater than 50,000,000 francs;

Whereas for its part, the offence of money-laundering is punishable for individuals, as stated in article 37 of law no 2005 -554 of 2 December 2005, by a term of imprisonment of between three and seven years and a fine equal to three times the value of the assets or funds on which the money-laundering operations were performed;

Whereas in consideration of the above, it is appropriate to conclude that in this case, the offence of breach of trust is to receive the severest sentence and to state that the punishments and security measures incurred for this offence will be pronounced;

That the four accused found guilty of having committed acts covered by this offence either in the capacity of perpetrator or as accomplices, it is appropriate to pronounce a sentence upon each of them of imprisonment for 20 years and a punishment of a fine of 3,000,000 francs;

### **B – CONCERNING THE CRIMINAL PUNISHMENT OF THE CORPORATE ENTITY**

Whereas the ACCESS BANK COTE D'IVOIRE having been aware of the offence of ignorance of money-laundering, article 42 of the abovementioned law stipulates that corporate entities other than the State, one of the bodies or representatives of which has committed the offence is punishable by a fine at a rate equal to five times that incurred by individuals...;

Whereas, furthermore, that article 37 of this same law fixes the fine for individuals at three times the value of the assets or funds involved in the money-laundering operations;

That the said funds having been estimated at 4,658,000,000 francs, it is appropriate to fix the fine in the sum of 21,000,000,000 francs and order the ACCESS BANK company to pay it.

### **III – CONCERNING THE CIVIL ACTION**

Whereas KOFFI Hanon Charles stated that he was making himself a civil party to the case through his counsel, in his capacity of uncompensated victim and in the capacity of representative of all of the victims;

Whereas the individual civil action instituted by KOFFI Hanon Charles in his own name is admissible in that it complies with the provisions of articles 2 and 3 of the Code of Criminal Procedure and 3 of the Code of Civil Procedure;

Whereas, however, that he admitted that during the course of the compensation process he received already the sum of five million francs which, according to him, represented a bonus due to him in his capacity as being in charge of an association of victims without, however, being able to provide proof of this debt;

That this amount being considerably greater than the amount he claims to be owed in his capacity of victim, it is appropriate to establish that in this case, this obligation is extinguished pursuant to article 1234 of the Civil Code;

That in consideration of the above, it is appropriate to state that the grounds for his action are improper and the suit is dismissed;

Whereas, in addition, under the terms of article 20 paragraph 1 of the Code of Civil Procedure, the assistance and representation of the parties before the jurisdictions is assured by the Advocates, subject to the following reservations:

1. Individuals may always be represented by their spouse or relatives up to the third degree...;

Whereas Mr. KOFFI Hanon Charles who is not an Advocate, claims to represent a certain number of victims from whom he received a power of attorney, he has not provided proof that these are relatives up to the third degree or spouses;

That consequently, in accordance with this legal provision, he cannot represent these victims who gave him the power of attorney at court and the civil action introduced in their name must be declared inadmissible;

#### **IV – CONCERNING COSTS**

Whereas GOHOUROU ZIALLO Claude François, KONE Cheick Oumar, Awa N'DIAYE wife of M'BAYE, DIGBEU Léocadie and Access Bank have been found guilty and have succumbed to the proceedings;

That it is appropriate to make an order for costs against them, pursuant to article 464 paragraph 1 of the Code of Criminal Procedure;

#### **ON THESE GROUNDS**

Ruling in public, inter partes with respect to GOHOUROU ZIALLO Claude François, KONE Cheick Oumar and AFRILAND FIRST BANK, and by default in respect of the ladies Awa N'DIAYE wife of M'BAYE, DIGBEU Léocadie and ACCESS BANK, in criminal matters and in the first instance;

#### **A – Concerning the public action in respect of individuals**

##### **1. Concerning forgery and uttering forgeries**

Declares GOHOUROU ZIALLO Claude François not guilty of the offences of forgery and uttering forgeries and discharges him from prosecution because the offence has not been proven;

##### **2. Concerning breach of trust and complicity in breach of trust**

Declares GOHOUROU ZIALLO Claude François guilty of acts of breach of trust;

Redefines the acts of breach of trust into offences of complicity in breach of trust concerning KONE Cheick Oumar and finds him guilty of the actions thus redefined;

Also redefines the acts of fraud of which Awa N'DIAYE wife of M'BAYE is accused into those of complicity in breach of trust and declares her guilty of the actions thus redefined;

Declares DIGBEU Léocadie guilty of acts of complicity in breach of trust;

### **3. Concerning money-laundering**

Declares GOHOUROU ZIALLO Claude François, KONE Cheick Oumar and Awa N'DIAYE wife of M'BAYE guilty of the offence of money-laundering;

### **4. Concerning the enforcement**

As enforcement [the Court] sentences GOHOUROU ZIALLO Claude François, KONE Cheick Oumar, Awa N'DIAYE wife of M'BAYE and OIGBEU Léocadie to 20 years of imprisonment each and to a fine of 3,000,000 francs;

#### **B – On public action to be taken against corporate entities**

[The Court] states that ACCESS BANK and AFRILAND FIRST BANK are two separate legal entities that existed at the time of the events and each of them were conducting their business;

Consequently establishes that the criminal acts were committed at a time when the banking institution was under the control of the ACCESS BANK;

Consequently dismisses the case against AFRILAND FIRST BANK;

Declares, on the other hand, ACCESS BANK to be guilty of the offence of ignorance of money-laundering;

As punishment, sentences ACCESS BANK to payment of a fine fixed at 21 billion CFA francs;

#### **C – Concerning the civil action by KOFFI Hanon Charles.**

Accepts the creation of a civil party to the case by KOFFI Hanon Charles introduced on his own behalf;

Nevertheless, declares it to be groundless and denies it;

Declares on the other hand that his constitution of a civil suit on behalf of the victims who asked him to represent them to be dismissed;

#### **D – Concerning costs**

Makes an order for costs, against GOHOUROU ZIALLO Claude François, KONE Cheick Oumar, Awa N'DIAYE wife of M'BAYE and DIGBEU Léocadie and ACCESS BANK;