

SUMMONS

BEFORE THE TRIBUNAL DE GRANDE INSTANCE (HIGHER COURT) OF PARIS

IN THE YEAR TWO THOUSAND AND NINE AND ON THE eighteenth day of **FEBRUARY**

[stamp] Firm ("S.C.P.") of J.C. DAIGREMONT – E. CHAPUIS,
Court Bailiffs, 10, rue Pergolèse, 75116 PARIS
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At the request of

SUEZ ENVIRONNEMENT, a public limited company ("société anonyme") with a Board of Directors, whose capital is 3,323,457,083 euros, registered on the Paris Trade and Companies Register under number 410 118 608, whose head office is located at 1, rue d'Astorg in Paris – 75008, in the person of the Chairman of its Board of Directors and Chief Executive Officer, Mr. Jean-Louis Chaussade, domiciled in such capacity at the said office

Whose Solicitor is

Maître Marion Barbier
Attorney at the Bar of Paris
Cabinet BIRD & BIRD
3, square Edouard VIII in Paris – 75009
Tel.: 01 42 68 60 00 – Fax: 01 42 68 60 11
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And electing domicile at her office

Maître

Court Bailiff	Professional firm ("SCP") of Jean-Claude DAIGREMONT and Eric CHAPUIS, Court Bailiffs, Ushers at the Tribunal de
Residing	Grande Instance (Higher Court) of PARIS, there residing, 10, rue Pergolèse, 75116 PARIS, Me DAIGREMONT, undersigned

HAS THE HONOUR OF INFORMING

1. **Celluloïd Dreams Sales**, a simplified joint-stock company ("société par actions simplifiée") with a capital of 75,000 euros, registered on the Paris Trade and Companies Register under number 392 814 661, whose head office is located at 2, rue Turgot in Paris – 75009, in the person of its legal representatives domiciled in such capacity at the said office,
2. **ARTE France**, a public limited company ("société anonyme") with a capital of 9 147 314 euros, registered on the Nanterre Trade and Companies Register under number 334 689 122, whose head office is located at 8, rue Marceau in Issy les

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Moulineaux – 92785, in the person of its legal representatives domiciled in such capacity at the said office,

3. **Mr. Jérôme CLEMENT**, in his capacity as Publication Manager of the television channel “ARTE” located at 8, rue Marceau in Issy les Moulineaux – 92785,
4. **l'Association Relative à la Télévision Européenne (ARTE)**, an Economic Interest Grouping registered on the Strasbourg Trade and Companies Register under number 382 865 624, whose head office is located at 4, quai du Chanoine Winterer in Strasbourg – 67000, in the person of its legal representatives domiciled in such capacity at the said office,
3. **Mr. Gottfried Langenstein**, in his capacity as Publication Manager of the Internet site Arte+7, located at 4, quai du Chanoine Winterer in Strasbourg – 67000,

That suit is brought against them for the reasons set forth hereinafter, before the Tribunal de Grande Instance (Higher Court) of Paris, located at the Palais de Justice (Court House) of Paris, 4 boulevard du Palais in Paris – 75001.

In the presence of the Public Prosecutor to whom this summons has been notified

That they are reminded:

That within a term of fifteen days as from the date of this writ, in accordance with Articles 56, 643, 752 and 755 of the Code of Civil Procedure, they are obliged to instruct a Solicitor in order to be represented before such Court.

That if they fail to appear through a solicitor thus instructed, they run the risk of judgment being given against them on the sole basis of the evidence supplied by their opponent.

That the Exhibits on which the claim is based are indicated at the end of this writ.

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SUBJECT MATTER OF THE CLAIM

The documentary "Pour l'Amour de l'Eau"¹ made and directed in 2008 by Ms. Irena Salina forms the subject matter of this claim (**Exhibit n° 1**). It was broadcasted on Tuesday, 18 November 2008 at 9 pm, i.e. on prime time, on the television channel Arte and presented as follows in the channel's programme, which is accessible via its Internet site:

"Everywhere, the growing scarcity of 'blue gold' is whetting the appetite of multinational companies (including Vivendi and Suez) for the takeover of water, without regard for the general interest. An implacable finding, the result of three years of a global investigation [...] In the shantytowns of poor countries, the privatization of the networks, encouraged by the World Bank – for the benefit, in particular, of two French multinationals, Vivendi and Suez, and of a British one, Thames Water, these three being the most aggressive in that regard" (**Exhibit n° 2**).

Suez Environnement, its partners, its employees, as well as its clients, were informed of the broadcasting of such documentary, since the company was designated by name in the description of the film as brought to the attention of the viewers of the Arte channel.

The documentary, which is 93 minutes long, deals with the difficulties related to the growing scarcity of water throughout the world and with its correlative increase in value. The documentary is constructed around a series of interview of both personalities and inhabitants of various regions of the globe. The documentary was filmed in Bolivia, South Africa, India, the United States, France and Argentina.

However, far from being an objective and ambitious scientific work, as may legitimately be expected of a documentary broadcasted on Arte, the program, offered on prime time, is a partial jumble, unworthy of a work of scientific investigation, in which untrue allegations compete with tortious omissions.

Thus, the idea inflicted on the viewer is that, far from fostering the development of drinking water throughout the world, Suez Environnement harbours only dishonest and mercantile intentions.

1. THE FACTS

1.1 Presentation of the plaintiff, Suez Environnement

Suez Environnement is the leading actor worldwide, present on all five continents, which is dedicated exclusively to the environment. With over 62,000 employees, Suez Environnement and its subsidiaries work at safeguarding resources and protecting the ecosystem by bringing innovative solutions to millions of people and to industries in the fields of drinking water, sewage and waste management.

In the field of water, which concerns this case, Suez Environnement conducts the following activities in a spirit of public service:

¹ Whose original title is « Flow – For Love of Water ».

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- the catchment, treatment and distribution of drinking water,
- the collection and purification of domestic and industrial waste water,
- the biological and energy enhancement of the sludge resulting from purification.

Thus, on a worldwide basis, of the 68 million people supplied with drinking water, 44 million benefit from its sewage services² (**Exhibit n° 3**).

Taking into account the necessary environmental concerns, which are tending to become a strong societal issue, Suez Environnement has set itself the primary ambition of safeguarding natural resources and optimising the use of raw materials. In that regard, its skills and long-standing experience in the trades relating to the management of water and waste are crucial assets for the new era now dawning.

As an illustration, Suez Environnement has invested 65 million euros in Research and Development concerning environmental matters. Its activities rely here and now on a network of 500 researchers and experts, 200 test laboratories, as well as research and innovation centres which are unique worldwide, such as CIRSEE in France or SWRC in China, which are developing research programs that are making an important contribution to water issues.

Suez Environnement is, moreover, developing important partnerships with universities such as UCLA (University of California, Los Angeles) or technical and industrial organisms such as Cemagref and GWRC (Global Water Research Coalition), which allow it to have access to new technologies, techniques and methodologies and thus to reinforce its skills.

1.2 Presentation of the defendants

ARTE France is one of three entities making up the ARTE Group (**Exhibit n° 4**). Its calling is the publication and supply of programmes to be broadcasted on the television channel, up to a proportion of 30%; the other programmes are published and supplied by the German entity (ARTE Deutschland), the central entity (ARTE G.E.I.E.) and the Europeans partners of the channel.

In 2006, ARTE had an average of 9.4 millions viewers weekly in France and 4.2 million in Germany.³

Mr. Jérôme Clément is the Chairman of the Executive Board of ARTE France and, in accordance with Article 93-2 of the consolidated Act dated 29 July 1982 on audiovisual communications, its Publication Manager.⁴

² Figures as of 31 December 2007.

³ Figures available in the institutional brochure of the Arte Group, via its Internet site.

⁴ Let us recall that Article 93-2 provides that "any service involving communication to the public by electronic means is obliged to have a publication manager [...] When the service is provided by an entity, the publication manager is the chairman of the executive committee or of the board of directors, the manager or the legal representative, depending on the form of the entity".

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The Association relative à la Télévision Européenne (Association relating to European Television, French acronym ARTE) is a European Economic Interest Grouping bringing together the main managing bodies of the channel, which also determines the latter's orientations in terms of audiovisual programming (**Exhibit n° 6**). Under Article 2 of the Articles of Incorporation of ARTE G.E.I.E., the Group's objective is to conceive, produce and broadcast or cause to be broadcasted, whether by satellite or by any other means, television broadcasts of a cultural and international nature, in the broad sense, which are liable to foster understanding between the peoples of Europe and to help bring them closer together.

ARTE G.E.I.E. thus decides "*the overall strategy, editorial line and general design of ARTE's programme and the programming of the broadcasts*".⁵

Mr. Gottfried Langenstein is the Chairman of the GIE ARTE and therefore its Publication Manager.

ARTE G.E.I.E. and ARTE France are companies which are civilly liable for the programmes they have conceived, co-produced or purchased in view of broadcasting them on the ARTE television channel.

Celluloïd Dream Sales is a company specialising in the acquisition, promotion and distribution of films on an international scale. It assigned the distribution rights for the documentary film FLOW – For Love <sic> to ARTE France under an agreement made with the latter (**Exhibits n° 7, 8 and 9**).

The documentary film FLOW – For Love of Water is thus the subject of a detailed presentation on its Internet site at the following address:

http://www.celluloid-dreams.com/current_slate/all_films/flow_for_love_of_water
(**Exhibit n° 10**)

1.3 The disputed publication and the libellous accusations involved

As previously indicated, the documentary "Pour l'Amour de l'Eau" was brought to the attention of the public by ARTE France and by GIE ARTE via the ARTE television channel on 18 November at 9 pm. That film was then re-broadcast twice, respectively on 23 November 2008 at 3 am and on 28 November 2008 at 9:55 am.

The film was, moreover, available on the Internet site "Arte+7", which offers web surfers the possibility of viewing a programme broadcasted via the television channel for a period of seven days following the first television broadcast of such programme (**Exhibit n° 2**).

Suez Environnement is identified several times in that film, in terms which directly call into question its honour and consideration.

⁵ Source: <http://www.artepro.com/statique/RacineGroupeArte/index.htm>

2. DISCUSSION

Suez Environnement thus considers that four series of passages are libellous in its regard (2.1) according to the meaning of Article 29 paragraph 1st of the Act dated 29 July 1881, according to which *"any allegation or imputation of a fact injuring the honour or consideration of the person or body to whom the fact is imputed is an act of libel"*.

Moreover, even though they cannot be considered libellous as such, three other passages constitute deceptive omissions so serious that they colour the documentary in such a way that it is impossible to refrain from mentioning them (2.2).

2.1 The libellous passage

The documentary is divided into several parts according to the region of the globe depicted. The passages considered to be libellous by Suez Environnement are all found in the part of the documentary dealing with the Sewage Treatment Centre which it created in Bolivia for the cities of El Alto and La Paz following a call for tenders which it won in 1997.

1) **At the 11th minute of the documentary**⁶, an exchange takes place between Ms. Marcela Olivera, a Bolivian activist who states that she opposes the privatisation of water, and Ms. Maude Barlow, author of a book entitled "blue gold", concerning a river that flows through the city.

The tenor of the exchange, which takes place in the city of El Alto,⁷ is as follows:

"Maude Barlow⁸: I never saw so much blood, they dump it just like that? This river flows into Lake Titicaca, which is the sacred lake of the Native peoples.

Marcela Olivera (Bolivian activist): There you realize it because this part is not roofed over, but you don't see all they do to the river.

Maude Barlow: Actually they are going to divert the course of the river and cement everything instead of cleaning it up. They content themselves with camouflaging the woes, but the smell is still there.

Workman: We are forced to roof over the river because of the smell. The water flows directly out of the slaughterhouses, there is blood and meat waste.⁹ The water is also dirty because of the riverside residents. Because in some neighbourhoods there are no sewers. And so people use the gutters as latrines.

Maude Barlow: So if I understand correctly not only has SUEZ not built any sewage plants, but they release untreated effluents into this river, which flows in to Lake Titicaca?¹⁰

⁶ The documentary was the subject of a full script, which is available at TNS Sofres (**Exhibit n° 11**). The passage in question is re-transcribed on page 3 of the original script.

⁷ El Alto is a city in Bolivia, in the suburbs of La Paz. With a population of 1 million, it is considered to be the largest city, after Santa Cruz de la Sierra and La Paz.

⁸ Correction (the original has « Marlow », which is an obvious error). (Translator's note.)

⁹ Correction (two lines that are repeated in the original have been deleted). (Translator's note.)

¹⁰ Emphasis added.

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Marcela Olivera: Yes this river flows through the city, so they do the same thing everywhere in the city.

Maude Barlow: Formerly water was a public service. But during the past ten years three major European companies have been supplying water on a for-profit basis in many areas of the world. These companies are among the world's 100 leading companies. They are very rich and are developing very fast.

(View of the corporate logos: Thames Water, Vivendi, Suez)

[illustration: frame showing the logos of the three companies]

Maude Barlow: And poor countries, more or less worldwide, are forced to transfer the management of water to private multinational companies based in Europe or in far-off countries."

Suez Environnement is thus accused of not complying with its contractual obligations and of taking part, under cover of a public service assignment, in water pollution allegedly bordering on the administration of harmful substances, on poisoning.

These charges are all the more serious because they are based on inaccurate facts. Suez Environnement came to Bolivia to back up a defaulting public service, which was unable to finance the expansion of the infrastructures which was necessary to allow the supply of drinking water and sewage services to all Bolivians. Thus, following a call for tenders organised by the Bolivian Ministry of Capital Expenditure,¹¹ which it won, Suez Environnement created the sewage plant of Aguas del Illimani on 11 July 1997. Subsequently, the population's connection to the water network reached the rate of 100% of the contractual areas. The actions could not, however, be completed by Suez, as the Bolivian government did not adopt a price policy liable to finance the further infrastructures required for the purification of the water, as provided in the contract.

In any event, Suez Environnement cannot now be held responsible for acts of pollution committed by local companies and which are detrimental to the general interest on account of the lack of investments on the part of the government.

Now, as the Court cannot be unaware, charges of offences – whether or not specified – come under the heading of libel.¹²

It shall be recalled in this regard, as the Criminal Section of the Cour de Cassation recalled in an order dated 11 May 2004 confirming the terms of an order handed down by the Court of Appeals of Lyon on 21 May 2003 in a matter of libel, "to state that a criminal offence was committed by a natural person or entity, in the absence of any court conviction declaring the latter to be guilty, constitutes a serious breach of the presumption of innocence and rules out the possibility of allowing the person committing it the benefit of good faith".

¹¹ Literally « Capitalisation». (Translator's note.)

¹² In this regard, see Criminal Section of the Cour de Cassation, 15 October 1985.

2) At the 14th minute of the documentary,¹³ the viewer witnesses, again in the city of El Alto, a dialogue between a resident of the city and Julian Perez, a member of the Federation of Neighbourhoods of El Alto. Here are the terms thereof:

*“Resident: That over there is “Aguas de Illimani” (a subsidiary of Suez), but the water that comes out is contaminated. Just now it’s clear, but only a short time ago it was black. And besides it is full of worms, the kids who play in the street, they come here to drink, it’s bad for them.”*¹⁴

***Julian Perez, Federation of Neighbourhoods of El Alto:** The aim of the privatisation was to supply a water service and sewer service to the cities of La Paz and El Alto. But it turned out that in the city of El Alto alone, 208,000 people are not connected to the drinking water distribution network.*

Resident: We have neither water nor electricity. All this dust soils our clothes a great deal and people say we’re dirty. It is not for our pleasure that we don’t wash them, but because there is no water.

Resident: We are poor, some can hardly pay for what they use. So if they privatise, where will we get the money.

Resident: We’re demanding the departure of “Aguas de Illimani”. There are people here who have neither water nor sewers.”

[illustration: frame with the words “Aguas de Illimani (a subsidiary of Suez) ‘More water, more life’”]

Suez Environnement is again accused of supplying water that is unfit for use and of failing to perform its contractual undertakings.

This charge, which lacks all foundation, is particularly shocking and damaging to the honour of a company whose purpose is precisely to allow all to have access to healthy water.

The fact that it is expressed not by the director herself but by a resident of the city of El Alto has no bearing in that regard. Thus, the criminal section of the Cour de Cassation has censured an order handed down by a court of appeals considering that “within the framework of an interview, it is accepted that journalists do not have to evidence having carried out a serious investigation” on the following grounds:

“Whereas, by thus ruling, whereas the reiteration by the journalist of the statements of a third party does not do away with the journalist’s obligation of carrying out serious verifications in order to ensure that such statements reflect the actual facts, the Court of Appeals has failed to justify its decision legally”.¹⁵

¹³ Page 3 of the script.

¹⁴ Emphasis added.

¹⁵ Cour de Cassation, Criminal Section, order dated 8 April 2008, appeal n°07-82972.

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Moreover, as previously indicated, the creation of the Aguas de Illimani plant has made it possible to achieve 100% coverage, as regards water, of the residents of the contractual service area of La Paz and El Alto in less than five years. Thus, the figure of 208,000 people not connected, as put forward in the documentary, is false. The persons who do not benefit from any drinking water service in that area live in a zone outside the concession forming the subject matter of the contract between the Bolivian Ministry of Capital Expenditure and Suez Environnement; their number is 40,000.

In any event, Suez Environnement has always supplied the inhabitants of La Paz and El Alto with clean water fully fit for consumption.

3) At the 14th minute of the documentary,¹⁶ the director chooses to show an excerpt from a public meeting between residents of El Alto relating to the management of water in their municipality, which is ensured by Suez, as previously stated to the viewers. A woman makes the following statement:

“Resident: They’re buying our leaders, they won’t buy all of us!”

[illustration: frame with the words “They’re buying our leaders, they won’t buy all of us!”]

Suez Environnement is implicitly accused by the person whose words are heard of corrupting the leaders of Bolivia.

Once more, this charge of committing an offence comes under the heading of libel, since it is implied here that Suez Environnement is sacrificing its corporate object on the altar of the commonest bribery. This charge is devoid of meaning in the case of a company such as Suez Environnement, which obtained the concession of La Paz and El Alto at the outcome of a transparent, competitive call for tenders. It is all the more serious in this case, since Suez Environnement has relinquished its profits in favour of investments in the cities of La Paz and El Alto.

4) At the 15th minute of the documentary,¹⁷ the founder of an association sets forth his opinion regarding the Bolivians’ anger at the privatisation of water:

“Jim Schultz, founder of Democracy Centre Bolivia: In this country nearly one of every ten children dies before the age of five. And most of them die of diseases caused by lack of access to clean drinking water. When the people of El Alto protest against the privatisation of water, it is because, for want of access to clean water, the health of their children is in danger.¹⁸ Why did Bolivia privatise the management of water in Cochabamba and El Alto? It was not because the citizens decided that that was a good idea, that privatisation was forced on

¹⁶ Page 5 of the script.

¹⁷ Page 5 of the script.

¹⁸ Emphasis added.

Bolivia by the World Bank. In 1997, the World Bank told Bolivia that if it did not privatise water services it would no longer be granted any loans for the development of its water resources."

Suez Environnement is implicitly designated as being responsible for the health problems liable to affect the residents of the city of El Alto. Besides the fact that once more we are dealing with an accusation put forward with blameworthy thoughtlessness and devoid of the slightest foundation, such statements come under the heading of libel, since Suez Environnement is accused of risking the life of children and of poisoning them.

* * *

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For the viewers of the documentary "Pour l'Amour de l'Eau", Suez Environnement appears to be a company operating against the general interest and public welfare. It clearly appears from the allegations and charges proffered by the various persons heard that Suez Environnement is said to pollute rivers, poison people, corrupt the leaders of the countries in which it conducts its activities and injure the health of children.

Such charges of committing offences are especially serious and do considerable damage to the honour and consideration of a company such as Suez Environnement, whose business is at the heart of human life.

2.2 Deceitful omissions

The libellous passages are, moreover, accompanied by passages where lack of precision and omissions tend to deny Suez Environnement any merit, not to say taint the consideration which it may enjoy.

1) The documentary thus relates the fate of an Indian community living in the Chatsworth neighbourhood of Durban, South Africa.¹⁹

"Ashwin Desai (author of "We are the poor"²⁰): When apartheid came to an end, we were promised free water and electricity and houses for all. In actual fact, many people had their water and electricity cut off and were evicted from these houses which the government was supposed to rehabilitate."

[illustration: frame with the words "Indian community of Chatsworth, South Africa".]

These statements are set forth immediately after the director has shown employees of Suez Environnement making the rounds of the facilities of the city of Orange Farm, located in the municipality of Johannesburg, who are taken to task by the residents as well as by Ms. Maude Barlow, author of the book "blue gold".

¹⁹ Page 7 of the script, 23d minute of the documentary.

²⁰ Correction: the original reads 'poors'. (Translator's note.)

The viewer is thus induced to make a connection correlating Suez Environnement and the city of Durban. Such a connection is, however, non-existent, since the management of the water service in that neighbourhood of Durban is the responsibility of Metro Water Services, a government-owned South African utility company.

2) The director of the documentary then records the statements of a physicist who is an Indian national concerning the Ganges river.²¹ The scene takes place in India.

*“Vandana Shiva, physicist: Today this river is threatened with death, and with it the beliefs of a billion Indians. Its course has been interrupted, its waters are captive behind the Tehri dam and the worst is that the sole purpose of all of this is to satisfy the greed of one of the main water companies, SUEZ, which is going to pump 635 million litres daily in order to sell that water to the people of Delhi at ten times the price they are paying today.”*²²

Suez Environnement does not derive any profit from the Tehri dam and took part neither in its design nor in its construction. The construction of the Tehri dam was decided in 1972 and implemented in 1978 by the Tehri Hydro Development Corporation (THDC), a joint-venture bringing together the national and state governments. Today the distribution of drinking water in the area is managed by Delhi Jal Board, a government-owned company.

While Degrémont, a subsidiary of the Suez Group, is in fact in charge of the Sonia Vihar drinking water production plant located near Delhi, it does not derive any profit of an improper nature from the dam.

3) Subsequently, the documentary includes an excerpt from a speech made by Mr. Nestor Kirchner, President of the Argentinian Nation from 25 May 2003 to 10 December 2007, and whose terms are as follows.²³

“The Suez people tell us that we must increase the rates or they will leave. If they want to go, let them go. The people know what they have to do.”

Besides the fact that Argentina never experienced demonstrations directed against Suez Environnement nor against any entity of the Suez group, the Court's attention shall be drawn to the manipulation of the images performed by the director of the documentary. In fact, those images are taken from an election campaign meeting bearing no relation whatsoever to any public protest. They do, however, succeed in achieving the purpose of the author of the documentary, which is obviously to damage the image of Suez Environnement.

[Illustration: frame with the words “Nestor KIRCHNER, Argentinian President, 2003-2007”.]

4) At the end of the documentary,²⁴ the director sets forth the initiative consisting in bringing to the knowledge of the United Nations Organisation a petition aimed at including in the

²¹ Pages 12 and 13 of the script, 42d minute of the documentary.

²² Emphasis added.

²³ Page 19 of the script, 1 hour and 10 minutes from the beginning of the documentary.

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Universal Declaration of Human Rights a new Article 31 proclaiming the right to clean and accessible water. In that connection, an American academic makes the following statements:

"Kent BUTLER, University of Texas: So many things can be done, 'PlayPumps' are carousels that are installed above underground aquifers and when children play on the whirl they bring the water up to a big reservoir where it is stored for the village."

The director, who is prompt to criticise Suez Environnement, omits, however, to give it due credit as regards innovative projects allowing the supply of healthy water to extremely poor areas of the world. Indeed, attentive as it is to the constraints inherent to those areas in terms of the costs of facilities, Suez Environnement, through its subsidiary WSSA21, has installed a number of facilities known as "PlayPump" in rural areas such as the provinces of Limpopo or Eastern Cape in South Africa.

Suez Environnement thus wishes to draw the attention of the court to the lack of neutrality, objectivity and rigour of the director of the documentary film entitled "Pour l'Amour de l'Eau" broadcast on Arte. Now, while debate over ideas must be inherent to any society that calls itself democratic, an especially weighty responsibility is borne by people claiming to contribute to it, particularly when that debate over ideas concerns a subject as delicate as the management of water. Thus, the thoughtlessness evidenced by Ms. Irena Salina within the framework of the direction of her film is extremely blameworthy and damages not only Suez Environnement, but the debate itself, which is impoverished by arguments that are untrue and devoid of substance.

While it is not up to the Court, but rather to society, to pass sentence in that regard, it is on the contrary its responsibility to keep those circumstances in mind within the framework of its review of the response which the opposite parties will not fail to make as to their good faith.

In any event, it is the responsibility of the Court to find that the statements referred to above constitute acts of libel, due to the fact that they seriously damage the honour and consideration of Suez Environnement, and to order ARTE France, Mr. Jérôme Clément in his capacity as publication manager, the GIE ARTE, Mr. Gottfried Langenstein in his capacity as publication manager of the Arte+7 Internet site, as well as Celluloid Dreams Sales and Ms. Irena Salina, to compensate the damage to Suez Environnement resulting therefrom.

2.3 As regards the prosecution of libellous statements in relation to communication to the public through electronic channels

In relation to communication to the public through electronic channels,²⁵ Article 93-3 of the consolidated Act on audiovisual communications dated 29 July 1982 allows the offences provided in Chapter IV of the Act dated 29 July 1881 on freedom of the press to be apprehended.

It is unquestionable in this case that the documentary "Pour l'Amour de l'Eau" was fixed prior to its disclosure to the public, thus allowing the publication managers of the Arte

²⁴ Page 20 of the script, 1 hour 18 minutes and 54 seconds.

²⁵ Communication to the public through electronic channels includes both audiovisual communications and the Internet since the Act on Trust in the digital economy dated 21 June 2004.

television channel and of the Arte+7 Internet site to fulfil the obligation of verification and supervision which is theirs on account of their duties.

2.3 As regards the personal implication of Suez Environnement

Suez Environnement is personally implicated on numerous occasions in the course of the documentary:

- Its name is spoken by several of the persons heard, including Ms. Maude Barlow and Ms. Vandana Shiva,
- The director thought fit to show the Suez Group's logo on the screen,²⁶
- Interviews of Suez Environnement's officers are inserted out of context within the documentary,
- Suez Environnement is implicitly designated by some speakers, such as the woman taking part in the meeting held in the city of El Alto.²⁷

2.5 As regards the damage suffered

Suez Environnement puts the supply of healthy water to as many people as possible at the heart of its concerns. In some areas of the world, Suez Environnement has gone so far as to relinquish the profits it could collect in order to act in favour of underprivileged populations, as was the case in connection with the creation and management of the sewage plant for the cities of El Alto and La Paz.²⁸

It is with the aim of conserving resources that it contemplates projects for the coming years, in cooperation with institutional actors, but also with the activists known as alterglobalists.

Under such circumstances, the broadcasting of a documentary such as that of Ms. Irena Salina does serious damage to the consideration of Suez Environnement and reduces to nothing the efforts made by the latter to provide activities initially pertaining to the public services of governments.

The documentary "Pour l'Amour de l'Eau", far from fostering a debate on ideas, crystallises it around lies that do nothing to improve the situation and lead, on the contrary, to a lack of understanding between the beneficiaries of Suez Environnement's services and the company.

Consequently, the Court is requested to order Celluloïd Dreams Sales, ARTE France, Mr. Jérôme Clément, the GIE ARTE and Mr. Gottfried Langenstein jointly and severally to pay to Suez Environnement the amount of 50,000 € pursuant to the damage it suffered as a result of the broadcasting of the disputed documentary;

²⁶ 13th minute and 47 seconds.

²⁷ 15th minute and 27 seconds.

²⁸ Press release of Suez Environnement dated 10 March 2005.

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Such amount to²⁹ be awarded to Suez Environnement by the Court as compensation for the damage it has suffered shall be repaid in full by the latter to the Suez Environnement – Water for All Foundation.

2.6 As regards publication by order of court

In view of the seriousness of the facts set forth, the injury to the honour and consideration of Suez Environnement cannot be fully remedied without the broadcasting of the terms of the judgment to be given on the ARTE television channel under circumstances similar to the first broadcast of the disputed film, as well as on the home page of its Internet site at the address www.arte.tv.fr.

Consequently, the Court is requested to order the publication of the terms of the judgment to be given at the expense of the defendants on the ARTE television channel under circumstances similar to the first broadcast of the disputed documentary film, subject to a penalty fine of 10,000 euros for each day of delay, such penalty fine to begin to run on the month following the one during which the service of the judgment will have taken place.

The Court is also requested to order the publication of the judgment to be given at the expense of the defendants at the top of the home page of the www.arte.tv.fr Internet site, in Times New Roman font, 12 point, for a term of 30 days, subject to a penalty fine of 1,000 euros for each day of delay, such penalty fine to begin to run 8 days after the date of the service of the judgment.

2.7 As regards Article 700 of the Code of Civil Procedure and provisional enforcement

Taking into account the expenses incurred by the claimant within the framework of these proceedings, the Court shall be requested to order the defendants jointly and severally to pay to Suez Environnement the amount of 10,000 € on the basis of Article 700 of the Code of Civil Procedure.

Finally, the Court is requested to order the provisional enforcement of the judgment to be given.

²⁹ Correction: the original reads "shall".

ON SUCH GROUNDS

In view of Articles 93-2 and 93-3 of Act n° 82-652 dated 29 July 1982 on audiovisual communications,

In view of Articles 29, 32, 52, 43, 53 of the Act dated 29 July 1881 on freedom of the press,

The Tribunal de Grande Instance (Higher Court) of Paris is requested:

- TO FIND that the disputed documentary film includes the allegation and imputation of specific facts which damage the honour and consideration of Suez Environnement, which allegations and imputations constitute public libel against a private person according to the meaning of Article 29 of the Act dated 29 July 1881.

Consequently,

- TO ORDER Celluloïd Dreams Sales, ARTE France, Mr. Jérôme Clément, the GIE ARTE and Mr. Gottfried Langenstein jointly and severally to pay to Suez Environnement the amount of 50,000 € pursuant to the damage it has suffered as a result of the broadcasting of the disputed documentary;

- TO ORDER the publication of the terms of the judgment to be given at the expense of the defendants on the ARTE television channel under circumstances similar to the first broadcast of the disputed documentary film, subject to a penalty fine of 10,000 euros for each day of delay, such penalty fine to begin to run on the month following the one during which the service of the judgment will have taken place,

- TO ORDER the publication of the judgment to be given at the expense of the defendants at the top of the home page of the www.arte.tv.fr, in Times New Roman font, 12 point, for a term of 30 days, subject to a penalty fine of 1,000 euros for each day of delay, such penalty fine to begin to run 8 days after the date of the service of the judgment,

- TO ORDER the defendants jointly and severally to pay to Suez Environnement the amount of 10,000 € on the basis of Article 700 of the Code of Civil Procedure,

- TO ORDER the provisional enforcement of the judgment to be given,

- TO ORDER the defendants jointly and severally to pay full costs.

WITH ALL DUE RESERVATIONS

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EXHIBITS ON WHICH THE CLAIM IS BASED

- Exhibit n° 1:** DVD copy of the film "Pour l'Amour de l'Eau";
- Exhibit n° 2:** Excerpt from the Internet site arte.tv.fr;
- Exhibit n° 3:** Institutional brochure of Suez Environnement;
- Exhibit n° 4:** Kbis excerpt of ARTE France;
- Exhibit n° 5:** Kbis excerpt of the GIE ARTE;
- Exhibit n° 6:** Kbis excerpt of Celluloïd Dreams Sales;
- Exhibit n° 7:** Registered letter with return receipt requested addressed by Suez Environnement to Arte France on 12 December 2008;
- Exhibit n° 8:** Registered letter with return receipt requested addressed by Arte France to Suez Environnement on 17 December 2008;
- Exhibit n° 9:** Registered letter with return receipt requested addressed by Suez Environnement to Celluloïd Dreams Sales;
- Exhibit n° 10:** Screen captures of the Internet site of Celluloïd Dreams Sales;
- Exhibit n° 11:** Full script of the film "Pour l'Amour de l'Eau".

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SERVICE OF THE WRIT ON:

CELLULOID DREAMS SALES

This writ was delivered by a Sworn Clerk under the circumstances indicated under the heading marked by an X below¹ and according to the statements made to him.

PERSONAL DELIVERY

X To M [illegible] LAST NAME : [illegible] (in the case of an entity)
First name: [illegible] Title: [illegible]

Provisional cost: forty euros

This writ includes 21² sheets

Signature of the COURT BAILIFF of the indications relating to Service

[signature and seal] Me Jean-Claude DAIGREMONT

All paragraphs not marked with an X shall be deemed UNWRITTEN

Certifié conforme à
l'original écrit en langue
~~anglaise~~/française et visé
par nous, traducteur
assermenté soussigné
ne varietur
sous le n° 66-09
le 27 février 2009
Colette Friedlander
Colette FRIEDLANDER
Expert Traducteur
près la Cour d'Appel de Paris
30 rue des Poissonniers
75018 PARIS

¹ Accordingly, only the applicable paragraphs have been translated. (Translator's note.)

² In the original. (Translator's note.)