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Our guarantees to go on appeal

Like many naturist centers in the world, Euronat is sometimes compared to a paradise. Because we live there naked, in a privileged environment, in the middle of other people generally respectful of the environment and the other users.

In such a place, we would like to forget our worries, not to have to fight to have our rights recognized. We are even ready to pay a lot of money to stop worrying.

But some people take advantage of this and exaggerate.

This is the case of our manager, the company Euronat.

We bought our bungalows and our rights of use of the Euronat center until the end of the construction lease (2073). We paid a lot of money for them, since they are only temporary and our children will have to give them up to the municipality in about fifty years.

It is normal that we have charges to pay, i.e. the annual fee, because we have to pay taxes, salaries, everything we consume. We have nothing against that.

On the other hand, we don't have to accept a fee that is much higher than the real cost of the expenses that we have.

In 2014, for 1000€ of royalties paid by the bungalow owners, we estimate that the real expenses were less than 200€ (calculated with the figures given by EURONAT during the expertise). Yet the company Euronat tried, in 2014, to increase the fees by 50%: the 1000€ went to 1500€, with still 200€ of real expenses!

Reminder of what the GCR2 is

In 2014, many owners were indignant and formed the Collective (of about 350 people) to protest and fight against this exaggerated increase.

A legal committee was created within the IFE association, made up of retirees who could volunteer their time to help the community. These volunteers were of course also members of the Collective.

This working group of IFE, has always benefited since 2015 from financial support by the IFE

general assembly in order to finance the advice of lawyers and accountants.

After the first instance judgment which granted EURONAT most of its claims, a large majority of the plaintiffs were determined to appeal.

Faced with this resistance, EURONAT proposed a negotiation.

Two people agreed to try to find an acceptable agreement.

The agreement proposed by EURONAT still provides for a significant increase in the royalty.

Let's summarize the positions

For €1000 in contractual royalties that were to be recalculated in 2014:

TDJs estimate their actual charges at €200. They agree to pay more to remunerate the company Euronat for its function of administrator. They propose 400€.

Euronat asked for 1 500 € in first instance.

The judgement granted Euronat the sum of 1340 € for 10 years, a sum that must be reviewed again in 2024.

The amendment to our contracts currently proposed by EURONAT would have us pay €1240 for 10 years and €1085 thereafter, until 2044, when we would have to renegotiate.

Admittedly, 1240€, then 1085€, is less expensive than the 1 500€ initially requested. But it is still much too expensive, compared to the 200€ of real charges.

We give credit to our negotiators, whom we thank for their efforts, but it is not enough.

We did not fight for 6 years to obtain in the end a significant increase instead of a significant decrease.

The members of IFE's legal committee have therefore created GCR 2 to appeal and inform you of the situation. Its spokespersons are Gilles de Bohan and Jean Alzieu

We have been touched by many of you who have supported and thanked us for our action.

The appeal

In the appeal, we will ask for a 60% reduction in the royalty on the basis of our 2004 contracts:

For every 1000€ paid before, we will therefore ask to pay 400€ from January 1, 2015 (with the usual indexation, of course).

This is an honest and even generous offer for Euronat since it is more than double our real costs.

Euronat can thus both remunerate itself for its management function and even make reserves to face possible contingencies.

In 2020, the pandemic that brought the world to its knees spared EURONAT, which had the best year in its history. Our request is therefore quite generous for EURONAT, whose situation has been very stable and profitable for 20 years.

We are very confident in the success of this appeal.

This confidence is based on 3 main points:

1) We know the file deeply after having spent several thousands of hours on it in 6 years.

You will understand that it is not possible for us to publish our strategy today. We have already given you the main arguments in the document "A brief history of the royalty" (<http://cored15.eu/>) and the details will be published as we file our appeal.

2) We have surrounded ourselves with very specialized legal and accounting counsel and we will have no difficulty in arguing our claims.

3) We have regained our freedom of action. Indeed, during the first instance procedure, we did most of the work, but we did not have the power to make decisions. All the decisions were taken by the mandataries and the lawyer, Me LAURICH. Our work was censored and many of our suggestions were rejected. A peak was reached when the "decision makers" decided not to attack the expertise while there was still time. We know what happened next.

How much will the appeal cost? This is of course the question we were asked the most.

But of course, it is only at the end that we will know the total cost

This cost will be increased for the plaintiffs of first instance who will not go to appeal because it will be necessary to warn them by bailiff of the appeal procedure. This compulsory formality can cost up to 200 € per plaintiff not going to appeal.

We want to avoid doing what we did during the first instance, with successive calls to pay additional sums, without knowing how far this could lead.

We understand that some people were very disappointed with the first instance judgment and are reluctant to finance the appeal procedure.

GCR 2 is prepared to take on the costs of the appeal for you.

We have already announced that we are in the process of studying a risk-free funding option for each owner who wishes to join us in the appeal. This study has been completed and validated by our lawyers.

So we can now specify this offer to all TDJ bungalow owners:

1. GCR2 will pay all the costs of the appeal, including those that may be added if we lose (possible fines and article 700).

a. Either we win with a reduction of the fee, thus a gain for each from the year 2015 between the first instance judgment and the decision of the Court of Appeal. In this case each appellant financed by the GCR2 will pay back 20% of his gains between 2015 and the date of the decision of the Court of Appeal which has become final and will keep for himself the remaining 80%.

After that date, these appellants will keep all of their earnings for themselves.

b. Or we lose and in this case the appellants will not win anything but will not have paid anything for the costs of the procedure.

2. After the final submissions have been sent, each appellant will have :

a. The whole strategy of the appeal, through all the documents that will have been communicated,

b. All the expenses, the number of appellants and therefore the costs for each appellant.

Each caller will then be able to choose, if he or she so wishes:

- Either to keep the guarantee proposed by the GCR 2 and therefore pay nothing.

- Or to pay their share of the costs and thus leave the GCR 2 financing contract. Those who choose this option will then take the same risks as the GCR 2 but will not have to pay back 20% of their earnings.

Various questions

We work with several lawyers and experts. **The main lawyer is Me PH BOUDY.** He is a specialist in appeal procedures. We have chosen him for his skills and for the fact that he is not registered at the Bordeaux court. This way, he will not be influenced by the social pressure of the small world of Bordeaux nor by the first instance judgment.

Our accountant is also a doctor of law and is registered as an expert in the Court of Appeal. He is competent to criticize the first instance's expertise.

The various experts and the subjects of their interventions will be published as and when the documents are filed with the clerk of the Court of Appeal.

We must remind you that **the owners who choose to sign the amendment** will be bound by their signature and will no longer have the possibility of appealing, as a court does not have the power to break a contract freely entered into between the parties.

We confirm that all **Bungalow owners, plaintiffs or not, are concerned and can appeal.** The procedure is not limited to first instance plaintiffs. The fees for voluntary intervention for non-plaintiffs are the same as for plaintiffs in the first instance.

The RAG2 funding offer is valid for all owners, plaintiffs and nonplaintiffs alike.

We are prepared to go to appeal and advise all those who will not sign this endorsement.

The team working on the appeal process will take care of everything until the final judgment and you can enjoy your property with peace of mind.

For your information, **if we win the appeal**, e.g. in 2024, and you have paid your royalty since 2015 on the basis of 2004 advised by the collective, Euronat will have to reimburse you a sum equal to 6 times the royalty paid in 2014.

And beyond 2024, you will only pay 40% of the royalty paid in 2014.

If we win the appeal and you have paid your royalty since 2015 according to the invoices sent by EURONAT, EURONAT will have to refund you 11 times the royalty you paid in 2014.

And beyond 2024, you will only pay 40% of the royalty paid in 2014.

Owners who choose to go with us on appeal are encouraged to write to us at gcr2-info@cored15.eu stating:

I wish to go on appeal accompanied by the RAG2

And indicating: first name, last name, address in Euronat, home address and phone number.

We will send you a financing offer as indicated above.

With our best naturist feelings,

For the GCR2 : Jean ALZIEU and Gilles de BOHAN