

Press Release Contact:

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INTERNATIONAL PRESS RELEASE For Immediate Release

**Re: Malicious Defamation of President Olusegun Obasanjo by
www.saharareporters.com and others.**

Washington DC, November 6, 2006

As International Legal Counsel on *Personal Matters* to his Excellency, President Olusegun Obasanjo, President of the Federal Republic of Nigeria (“our client”), our attention has been drawn to various spurious, ruthless and mischievous international web postings defamatory to our client, and principally published via www.saharareporters.com and other websites under the false pretext of “news journalism.”

The owners and operators of the websites appear bent on a sponsored campaign to savagely besmirch our client’s good name and legacy of accomplished stewardship to the country, as well as to discredit his close friends and associates.

Libelous articles concerning our client span numerous pages on the aforementioned website, and are replete with false and misleading information that constitute actionable defamation under United States law. These websites will be held accountable to the full extent of the law in every instance of libel and other acts of defamation relating to our client.

Most recently, on Sunday, 5th November 2006, www.saharareporters.com published a report titled: Andy Uba: President Obasanjo’s pimp involved in money “laundry” in the US.

The report claimed among other things, that our client’s private farm is under a United States government investigation in an alleged money laundering scheme because “\$45,487.28 from [allegedly] laundered cash was used to buy assorted farm equipment that were shipped to Obasanjo farms in Ota.”

On behalf of our client, we state categorically, that there is absolutely no credence to the fictive and sensational allegations, or to the suggestive complicity of our client or his private farm in any unlawful conduct, as alleged.

The report was based on a mischievous and incomplete reporting of a civil *In Rem* forfeiture suit: *United States of America v. 2003 Mercedes Benz SL 500*, filed in the United States District Court for the district of Oregon, case number: CV 05-1939-MA. Our client was never a defendant, nor a party to the suit.

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As an “*In Rem Action*,” this type of matter is purely civil and not criminal in nature, and this suit was not against a person, but solely against property, in this case, a Mercedes Benz suspected to have been purchased using funds from a source which had to be verified as not being an illegal source. The United States government ultimately determined that the funds involved in this matter did not originate from an “illegal source,” nor “intended for an illegal purpose.”

The owners and operators of www.saharareporters.com conveniently and disingenuously failed to disclose the final disposition in the case which cleared the actual parties of any wrong doing and resulted in the U.S. government’s return of the improvidently seized Mercedes Benz car to the legitimate owners without further action in the matter.

The suit was resolved pursuant to a memorialized agreement between the actual parties involved. In that agreement, the United States government emphatically stipulated that:

- (i) the allegations in the complaint in this matter do not allege the funds described therein are from an illegal source or were intended for an illegal purpose.
- (ii) that the Affidavit of [the] Special Agent contains a factual inaccuracy.
- (iii) all parties agree and stipulate that... no party admits any civil or criminal liability of any kind.

A copy of the court order disposing of the above case is available as a matter of public record, a copy of which we here provide for your independent perusal.

It appears we live in times when so many things are overdone. Genuine objective journalism not only gets the facts right, it gets the meaning of events right. The report by www.saharareporters.com got it criminally wrong and is an unfortunate example of a savage and monumental distortion of facts in a desperate attempt to falsely cast and expose President Olusegun Obasanjo to public scorn, distrust and dishonour. If that is the intent of this and other defamatory publications concerning our client by these websites, the perpetrators will fail miserably. Our client will vehemently and vigorously pursue all civil legal remedies available to him.

/s/

Kunle Fagbenle, Esq.

International Legal Counsel (Personal) to President Olusegun Obasanjo, GCFR

2002 Professional Legal Excellence Award Recipient (USA)

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of Attorneys for Plaintiff United States of America

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

UNITED STATES OF AMERICA,

CV 05-1939-MA

Plaintiff,

v.

SETTLEMENT AGREEMENT
[LORETTA MABINTON AND
EMMANUEL UBA]

2003 MERCEDES BENZ SL 500,
VIN WDBSK75F83F058687, ITS TOOLS
AND APPURTENANCES, *in rem*,

Defendant.

The United States and Loretta Mabinton and Emmanuel Uba, and their authorized counsel, Douglas Stringer, have agreed to settle their claims to the defendant vehicle in accord with the following terms.

SETTLEMENT

IT IS AGREED by and between the undersigned parties as follows:

10

1. This agreement has no effect on any claims that any other department or agency of the United States may have against Loretta Mabinton and Emmanuel Uba.

2. Loretta Mabinton and Emmanuel Uba agree to pay \$26,000 by a cashier's check made payable to the United States Department of Treasury. Loretta Mabinton and Emmanuel Uba agree that \$26,000 shall be substituted as the defendant *res* in this matter, and they agree to forfeit to the United States all of their right, title and interest in the \$26,000.

3. Upon payment of the \$26,000, the United States shall release the defendant vehicle to Loretta Mabinton or Emmanuel Uba or any representative they so designate in writing, as is, where is, and shall release all claims to defendant vehicle.

4. The parties stipulate that the allegations in the complaint in this matter do not allege the funds described therein are from an illegal source or were intended for an illegal purpose. The parties agree that the Affidavit of Special Agent Kehoe, dated November 6, 2003, contains a factual inaccuracy in paragraph 14. Paragraph 14 states that Ms. Mabinton did not report all currency upon entering the United States on August 31 and October 26, 2003. Subsequent investigation determined that Ms. Mabinton did properly declare all currency on those occasions. Claimants Uba and Mabinton deny that they engaged in any unlawful conduct in connection with this matter, and specifically deny any involvement or participation in a conspiracy to engage in bulk currency

PAGE 2 - SETTLEMENT AGREEMENT [Loretta Mabinton and Emmanuel Uba]

smuggling or in any advance fee fraud scheme. All parties agree and stipulate that by entering into this Settlement Agreement no party admits any civil or criminal liability of any kind.


5. Loretta Mabinton and Emmanuel Uba hereby agree to release and to hold the United States, and any agents, servants, and employees of the United States acting in their individual or official capacities, harmless from any claim, whether presently or hereinafter known, made by himself/herself arising from and on account of the seizure of the defendant vehicle and all funds involved in this case.

6. The parties will each bear their own costs and their own attorney's fees in this matter, including shipping costs, bank fees, legal costs, and storage fees.

7. Loretta Mabinton and Emmanuel Uba knowingly and voluntarily waive all constitutional, legal, and equitable claims to the forfeiture of the \$26,000 in United States currency, including any claim under the Eighth Amendment to the United States Constitution.


8. Further, all persons signing this agreement have read and understand each and every provision herein. This Settlement Agreement is entered into freely and voluntarily. By signing this Settlement Agreement the parties merely intend to settle the claims made in this litigation. Each person signing this Settlement Agreement is fully authorized to do so, whether on his or her own behalf or as representative for or on behalf of any other party or claimant herein.

9. This Court shall retain jurisdiction in this cause for the purpose of enforcing the terms of this agreement.



DOUGLAS STRINGER
Attorney for Loretta Mabinton and Emmanuel Uba

DATE: 31 August 2006



LESLIE J. WESTPHAL
Assistant United States Attorney
of Attorneys for Plaintiff United States of America

DATE: Aug 31, 2006