

**IN THE HIGH COURT OF LAGOS  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS**

**IN THE MATTER OF THE CHILD RIGHTS LAW 2015, LAWS OF LAGOS STATE,  
NIGERIA**

**IN THE MATTER OF THE CUSTODY OF MISS IMADE ADELEKE (MINOR)**

**SUIT NO: LD/1587PMC/2024**

**BETWEEN**

**MR DAVID ADEDEJI ADELEKE - APPLICANT**

**AND**

**MS SOPHIA MOMODU - RESPONDENT**

*Received  
Ayemi Abidemi  
26/08/2024*

**RESPONDENT'S COUNTER-AFFIDAVIT TO APPLICANT'S ORIGINATING  
MOTION**

I, **Sophia Momodu**, female, Christian and Nigerian citizen of A1 Belavista, Banana Island, Ikoyi, Lagos, do hereby make oath and state as follows:

1. That I am the Respondent and the biological mother of Imade Aurora (Rory) Adeleke (hereinafter referred to as "our daughter"), and by virtue of which I am conversant with the facts of this case.
2. That I am the CEO of Bella Done Luxe a company duly registered in Nigeria and Atlanta, United States of America.
3. That I have read the affidavit in support of the Applicant's originating motion dated 17<sup>th</sup> April 2024 and same is replete with untruths.
4. That our daughter is a minor (9 years old) and as her mother, she has stayed with me all her life and I have been responsible for her welfare, upkeep, and well-being.

5. That the Applicant and I had begun a relationship in 2014 which led to the birth of our daughter in the year 2015, that we broke up in the year 2017 and sometimes in 2020 we made up and the relationship was finally ended in 2022. **Now shown to me and marked as Exhibit R1 are screenshots of my conversations with the Applicant during these periods.**
6. That throughout the checkered history of our relationship I always attempted to break up with him as I was tired of his lies and unfaithfulness, but he always used the withdrawal of his fatherly duties and maintenance for our daughter as a pawn to force me to resume the sexual relationship with him.
7. That contrary to paragraph 4 of the affidavit in support of the Originating Motion, I finally ended my relationship with the Applicant in the year 2022 after years of abuse and lies by the Applicant.
8. That before this period I and the Applicant have always jointly been responsible for the upkeep of our daughter.
9. That throughout the course of our relationship the Applicant has never shown true commitment or love for our daughter as he always used the condition of my making myself available for his sexual pleasures as a pre-condition to visit our daughter or show some fatherly love to her.
10. That the Applicant apart from his cravings for a sex slave only comes around to spend time with our daughter when he wants to use our daughter for his media stunts or promotions.
11. That the Applicant has always been known to go away and stop communicating with our daughter, to stop making payment of school fees and/or payment of maintenance for our daughter whenever I refuse his sexual advances.
12. That at a time when we were in Atlanta for the summer holiday in 2017, the Applicant kicked me and our daughter out of his house where we were staying for vacation even though he knew we had nowhere else to go. I ended up squatting with a friend till I was able to get another accommodation for me and our daughter to complete our vacation.
13. That further to the above the Applicant stopped all forms of communication with his daughter and only resumed same after six months period of my entreating him to speak with our daughter.

14. That the Applicant has always used the provision of maintenance for our daughter as a condition to keep me in line and as a mother who wanted the best for her daughter, I tried my best to accede to the Applicant's outrageous demands to ensure that the Applicant does not cut off our daughter from his life.
15. That Our daughter has been in my custody for all of her life, and I have never denied the Applicant access to our daughter. That the Applicant out of his desire and convenience has chosen to be an absentee father probably because of his many other engagements which he has always prioritized above our daughter and her well-being.
16. That contrary to paragraph 6 of the affidavit in support of the Originating Motion, I have been responsible for payment of my rent for the house where I reside with our daughter as the Applicant has refused to provide a befitting accommodation as he promised for his daughter.
17. That the Applicant only secured a rental accommodation in 2020 in Banana Island, Ikoyi, and only paid for a year tenancy. At the expiration of the one-year tenancy the landlord on the orders of the Applicant refused to accept payment for renewal from me and I had to move out of the apartment and pay for another suitable one with my money.
18. That the Applicant has always had access to my house to visit our daughter which access he constantly abused by coming into my home at an inordinate time of the day or night on the pretext of visiting our daughter whom he knew would be in bed or school.
19. That when I noticed that the intention of the Applicant for coming late at night to my house was not to visit our daughter but to seek sexual favours even after our relationship ended, I told him to desist from such late-night visits as our daughter who needed to be in school in the morning would have slept at the time of his late-night visits.
20. That it was when I refused the Applicant ingress into my house at ungodly hours of the night on the pretext of visiting our daughter that he decided to stop visiting or calling our daughter and this has been the pattern with the Applicant all through his relationship with our daughter. Whenever I refused to be his sex slave, he would stop caring for his daughter and abandon her and use the fact of our

daughter's sadness due to his absence to force me to accede to his unwholesome demands.

21. That I have never stopped the Applicant or his family members from coming to visit his daughter, calling or reconnecting with our daughter.
22. That further to the above, the Applicant's cousin visited our daughter during the Christmas holiday and at the invitation of the Applicant's first cousin, our daughter had a play date with him and his children on at Funville a children's play club in Victoria Island at my expense.
23. That contrary to paragraph 5 of the affidavit in support of the Originating Motion, the Applicant has not been faithful in paying our daughter's school fees as when I ended our relationship, he stopped paying her school fees and it was after I and my family members had reached out to many of his relations that the Applicant's father started paying our daughter's school fees. **Now shown to me and marked Exhibit R2 is a screenshot of the invoice for tuition fee sent by the school.**
24. That the Applicant defaulted as is usual in paying our daughter's school fees from year 2021, 2022 and by January 2023 the school wrote via an email notifying me that our daughter will not be allowed entry into the school except all outstanding fees from 2021-2023 are paid off.
25. That after the above email was sent, the Applicant's father Dr Adedeji Adeleke, paid off the outstanding school fees and specifically instructed that I forward invoice for school fees of subsequent terms to his accountant for onward payment. **Now shown to me and marked Exhibit R3 are the screenshots of my WhatsApp conversation with the Applicant's father.**
26. That contrary to paragraph 6 of the affidavit, I have been the one paying the rent of the house where I live with our daughter. **That now shown to me and marked Exhibit R4 are some of the receipts of my rental payments.**
27. That we had reached an agreement to contribute equally to the rent of the house where I live with our daughter but when I ended our relationship, the Applicant refused to contribute his quota and insisted that he could only pay Five Million Naira (N5,000,000) annually as his contribution to accommodation for his

daughter, knowing fully well that this amount cannot pay half the rent for our accommodation in the community where I live with our daughter.

28. That contrary to paragraphs 7 and 8 of the affidavits in support of the Originating Motion, the Applicant did not buy any house for our daughter as such I could not have refused the alleged offer for a house for our daughter.
29. That further to the above at no time did the Applicant inform me that he purchased a property worth N200,000,000 for our daughter. That when via a letter by my solicitors dated 6<sup>th</sup> June 2023, I suggested that the Applicant may choose to purchase a house for our daughter in her name and set up a trust for her as a way to have a permanent resolution to her having suitable and safe accommodations, the Applicant via a letter of 14<sup>th</sup> September 2023, from his Counsel informed me that the Applicant will not buy any property for our daughter but will only contribute for the rent in the sum of N5,000,000 per annum. For ease of reference, **the relevant part of the Applicant's solicitor's letter is hereby attached and marked as Exhibit R5** the relevant portion is reproduced as follows -

***6. Living Accommodation***

***The sum of Five Million Naira (N5,000,000) only per annum is adequate as our client's contribution towards Imade's accommodation and we so maintain. There shall be no arrangement to purchase a house in trust for Imade as there is a responsibility on both parents to ensure she does not grow into an adult who believes that her parent must provide all things for her future.***

30. That further to the above the Applicant contrary to all reason requested that I pack out of our secure neighborhood to a new neighbourhood where he knows the security of our daughter will be greatly compromised.
31. That contrary to paragraph 9 of the affidavit in support of the Originating Motion, the Applicant makes a highly irregular contribution at his convenience for the maintenance of our daughter as he wills.
32. That over years, the Applicant had been lackadaisical in his commitment to our daughter as a father, which has affected both I and our young daughter negatively.
33. That the contrary to paragraph 9 of the Affidavit in support of the Applicant's originating motion, the Applicant has largely been an absentee father leaving me with the responsibility of solely catering to the welfare of our daughter; the

Applicant failed to pay for her school fees, failed to pay for his counterpart contribution for the house rent, failed to make provision for his counterpart contribution for the upkeep of our daughter amongst several other things and most importantly he refused to be present to play his fatherly role in the life of our daughter.

34. That the Applicant on several occasions refused timeous payment of our daughter's school fees which has led to several embarrassing situations where the Management of our daughter's school issued notices via email, communicating its decision to withdraw our daughter's access to school. **Attached and marked Exhibit R6 is an email dated 5<sup>th</sup> January 2023 from the school communicating its decision to refuse our daughter access to school premises for non-payment of tuition fees.**
35. That the last school fees of our daughter was paid by the Applicant's father upon the refusal of the Applicant to pay the school fees.
36. That in view of the repeated failure of the Applicant to fulfil his parental obligations to our daughter, an informal mediation meeting was held with the Applicant's uncle, His Excellency Gov. Ademola Adeleke and my uncle, Mr Dele Momodu, wherein a house in Oniru, Victoria Island Lagos State was pledged for our daughter. The Applicant however turned around after the mediation meeting to cancel the arrangement in the letter sent by his lawyer as quoted above.
37. That the content of paragraphs 11, 12 and 13 of the affidavit in support of the Originating Motion are untrue. That the Applicant as part of his publicity stunt for his media promotion made a public show of gifting our daughter with a Range Rover vehicle. That after all the publicity which increased his rating as a caring father, I discovered that the car was not a new car and was delivered as a dead-on arrival car. The car kept breaking down and the mechanic informed the Applicant that the engine needed to be changed and pointed out all other issues that came with the car on arrival. That the car indeed displayed it was a dead car as often times it was parked at the mechanics place for repairs most of the time rather than have it being used for our daughter's mobilization thereby putting I and our daughter at great risk during its frequent breakdowns on major highways.
38. That it is untrue that the Applicant received a call from our daughter's school but rather when our daughter was absent from school, the school sent an email querying the absence of our daughter from school. In response I notified the

school in anger and out of frustration that there were transportation challenges and the Applicant's father was copied in my response but in actual fact our daughter did not miss school due to transportation problems. **Email from school and correspondence is hereby attached and marked as Exhibit R7.**

39. That at all times the best interests of our daughter has always been paramount to me, which interest is non-negotiable being my only child, that during the period of the transportation problem I made alternative arrangements as I hired for a whole month the services of a Car Hire Service (CHS) a standard vehicle solely for the purpose of ensuring our daughter was not only present in school on the days she needed to be in school but arrived in school on time and safely owing to the obvious security challenges she faces as a publicly known child of a popular parents. **Evidence of payment for Car Hire Services paid to one Mr Olalekan Odunlami is hereby attached and marked as Exhibit R8.**
40. That since I had been blocked from communicating with the Applicant and all other efforts to reach him through friends and family members proved abortive at the time the payment of car hire services got exhaustive, I could no longer afford this arrangement and I sought other alternatives such as ride sharing with parents of other children in the school which also became unsustainable whilst working to get income to permanently sort this transport issue as well as other compounding bills pertaining to our daughter's care. This situation which pained me greatly was a result of the highlighted challenges caused by the Applicant's negligence to support me in caring for our daughter despite putting me in a situation whereby other options of transportation used by regular persons in a similar circumstance will pose significant security challenges for myself and my daughter. I however ensured that our daughter was up to date with her schoolwork during this period.
41. Further to the above, after several months eventually the sum of N5,800,000 was paid by the Applicant's father's accountant as part payment for the repair of the car, which repairs I had been doing since he sent the car for our daughter.
42. That contrary to paragraph 13 of the affidavit in support of the Originating Motion, it was not the Applicant that provided a Toyota Highlander vehicle to take our daughter to school at that time he had become incommunicado with our daughter but rather the Applicant's father who delivered the car which was duly registered in his company's name -THE PACIFIC HOLDINGS after I copied him in my email response to school where I had to embarrassingly explain the challenges with transporting our daughter safely to school. **Registration documents of the car are hereby attached and marked as Exhibit R9**

43. That contrary to paragraph 14 of the affidavit in support of the Originating Motion, the Applicant for years failed and neglected to make provisions for medical insurance for our daughter. It took the demand letter of June 6, 2023, written by my solicitors to the Applicant demanding the provision of health insurance amongst others which the Applicant only responded to after several months for the Applicant to commit to the provisions of medical care for our daughter. That prior to this time I took care of our daughter's medical needs.
44. That contrary to paragraph 15 of the affidavit in support of the Originating Motion, I had to engage my solicitors to make a formal demand for the provision of maintenance for our daughter when it became obvious that the Applicant is not minded to fulfill his obligations to our daughter but preferred to use our daughter to puff up his image on social media as a caring father.
45. That my solicitors' letter simply sought for maintenance and provision which our daughter has been accustomed all her life which provision I have single-handedly continued to provide when the Applicant refused to do so.
46. That my solicitor's letter of July 14, 2023, was further to the agreement reached at the mediation brokered by the respective uncles of the Applicant and I which the Applicant reneged on. The request for the Applicant in the letter of July 14, 2023, to make his counterpart payment of the rent, and make provisions for health insurance for our daughter amongst other core needs of our daughter are not outlandish but responsibilities which the Applicant ought to bear as a father without necessarily any prompt from me more so when it is the Applicant's public lifestyle that has thrown our daughter into her current status which requires more expenses to keep her safe and well. **Now shown to me and marked as Exhibit R10 is the said letter dated July 14, 2023.**
47. That contrary to paragraph 16 of the affidavit in support of the Originating Motion, I know that the Applicant did not make payment for the allowance of the Nanny care as this has been my sole responsibility since the new nanny was engaged as was communicated in my solicitors' letter of January 16, 2024, as reproduced below

***Despite the fact that our client has been paying the full nanny fees for the last two years until she could no longer cope with the expense in light of compounding costs due to the lack of support from your client, our client in good faith hereby concedes to taking responsibility of the nanny's monthly allowance of N50,000 (Fifty Thousand Naira) as this is a critical aspect that must be addressed to enable their can child safely and comfortably visit her father***



**The letter is hereby attached and marked as Exhibit R11.**

48. That contrary to paragraph 16 of the affidavit, our daughter, is learning foreign languages as such we were advised that she needed to be exposed to foreign minders at home to enhance her linguistic skills as such provision of a nanny who can speak those languages became necessary.
49. That it was the Applicant himself who hired the services of a nanny from a Dubai company who is multilingual from the Philippines as our daughter's nanny and was billed Eight hundred dollars as monthly salary and fifty thousand naira #50,000 (fifty thousand naira) as maintenance fees monthly; which sum he paid and showed off same in the social media at the time of hiring the services of the nanny to satiate his manic crave for social media attention. He also paid the agency fees, visa fees, and flight tickets for the nanny and paid six months' salary to the Nanny upfront. **Now shown to me and Marked as Exhibit R12 are screenshots of my conversation with the Applicant to which he hired the nanny and paid for her flight tickets from Dubai.**
50. That since 2021/2022 the Applicant began to default in payment of the Nanny fees he hired for our daughter and anytime I asked for payment he would request that I make the payment and he would refund later. Further to the above, I have been responsible solely for the payment of the Nanny care for our daughter. When I had some financial constraints and I requested the Applicant to intervene temporarily, the Applicant refused. I have since then been solely responsible for the nanny expenses of our daughter. This was communicated to the Applicant via my solicitor's letter of January 16, 2024.
51. That after the initial payment, the Applicant never paid the fees for the nanny services and at this time there is an outstanding salary that is roughly estimated at Twenty thousand US dollars-\$20,000. That the letter written by my solicitors dated 6th June 2023 is to the effect of asking the Applicant to refund me back the entire outstanding fees of the nanny that was hired by him. **Now shown to me and marked as Exhibit R13 is a copy of the said letter.**
52. That contrary to paragraphs 17, 18, 19, 20, 21, and 22 of the affidavit, I have never denied the Applicant access to our daughter or attempted to cut him off from her life. Rather, I have only insisted on the advancement of their relationship as father and daughter through every positive means available to me as well as

her relationship with members of his family as can be seen from the photographs of our daughter's visit with members of the Applicant's immediate family.

53. That further to the above I have continued to cater for our daughter's maintenance when the Applicant refused to do so. That I even made arrangements for the continuous payment of the Nanny care after the Applicant refused to do so in order to facilitate our daughter's visit to her father's house as contained in **Exhibit R13** and the portion of the letter quoted in the paragraph above to ensure that she is adequately catered for when she visits the Applicant at his house or house of his family members.
54. That further contrary to paragraph 22 of the affidavit in support of the Originating Motion, it was the Applicant who decided to be an absentee father in refusing to visit our daughter as her presence in his life will curtail his freedom to engage in wild parties.
55. That in further response to paragraph 20 of the affidavit in support of the Originating Motion, the Applicant has abandoned our daughter for over two (2) years leaving me with the sole responsibility of catering for her welfare and wellbeing.
56. That the Applicant has for two (2) years abandoned and ignored his daughter and continued his life and other engagements which he prioritizes above our daughter just because I refused to be his sex slave available to him at any time.
57. That there was no time that I denied the Applicant to have access or visit our daughter. The Applicant is hereby challenged to furnish evidence that I denied him access to or I denied any request to visit his daughter or invitation for his daughter to visit him at his house.
58. That there was no single allegation of me denying the Applicant access to our daughter in all the letters received from the Applicant and his lawyers. All the correspondences are largely related to my effort to ensure that the Applicant performs his duties as a father to our daughter.
59. That contrary to paragraph 23 of the affidavit in support of the Originating Motion, after the Applicant who had absented himself for about two (2) years from our daughter during which period our daughter learned of the death of her two (2) year old brother Ifeanyi Adeleke, she became quite emotionally distraught and needed therapy to deal with the death of her brother and the serial abandonment by her father. Therefore, when the Applicant suddenly indicated an interest in

being part of her life, I advised that the Applicant jointly attend the therapy session with her to help restore their relationship and restore her confidence in herself.

60. That the mental state and safety of our daughter are paramount to me as the Applicant's serial abandonment of our daughter has continued to take its toll on her and greatly affected her psychological well-being.
61. That unlike the Applicant who has a wife/fiancée and several other children by other women that he can make recourse to, our daughter is the only child that I have and my entire world, and I cannot allow her safety and mental health to be jeopardized by the Applicant whose need for our daughter appears to be a mere tool for his media stunts and promotion to remain in the news as a prominent artiste in the entertainment industry.
62. That the fact of the Applicant using our daughter as a vehicle for his media props can be seen in the manner in which he served me the court processes. The Applicant could have chosen to serve the court processes by serving on my solicitors but chose to bring unwarranted media attention to our tender daughter by publishing the same in a National widely circulated newspaper.
63. That the Applicant has to date frustrated my efforts and every means to ensure that we reach a settlement and sign a formal agreement on our obligations towards our daughter as her parents in a manner that will be least disruptive to our tender daughter rather than a court litigation which he has chosen to feed his inordinate need for media attention.
64. That the contents of paragraphs 24 to 34 of the affidavit in support of the Originating Motion are not only false but unreasonable and vexatious, to say the least.
65. That our daughter since her birth has always been with me and I have been solely responsible for her during the Nine (9) years of her existence. That I am a responsible mother who at all times gives care, affection, attention, morals and religious support to our daughter which oftentimes is appreciated and acknowledged by the Applicant himself and was much more profoundly acknowledged and openly corroborated by the Applicant at our daughter's birthday celebration in May 2021
66. That I have always kept our daughter safe and away from harm while ensuring she is properly brought up with the right moral values as can be seen from her excellent school reports and mannerisms.

67. That the Applicant has proven by his actions till date that he is not a fit father to take care of our daughter as can be seen from his history of carelessness in taking care of children. That it is on record that the Applicant always hangs out with a crowd of male adults who drink and smoke unwholesome substances in his house and such an environment is not safe for an impressionable young girl child like our daughter.
68. That the Applicant is a popular artiste who always travels abroad on tours and is never available to cater to the needs of a minor like our daughter and this would invariably lead to him leaving her in the care of minders who will not care properly for her.
69. That contrary to paragraph 27 of the affidavit in support of the Originating Motion, the Applicant is not responsible enough to take out time to visit our daughter's school, attend her school events nor deem it fit to have conversation with the school in order to have first-hand information about our daughter's academic progress in the school and all my efforts to enlighten him about the role of a father in our daughter's life usually falls on deaf ears.
70. That further contrary to the above, when the Applicant out of the blues decided to visit our daughter's school it was a colossal embarrassment to all the pupils, staff and parents of the school, as the Applicant instead of coming to the school as Mr. David Adedeji Adeleke, the father of our daughter, unfortunately, came as 'Davido' the artiste in the company of several men of unquestionable character which was, of course, contrary to the school policy as it exposed other children of equally famous parents in the school to unwarranted attention and posed a huge security risk to the entire school community.
71. That sometime in January of 2024, the Accountant of the Applicant's father's company Pacific Holdings Limited was granted access to our daughter's school to ensure that payments made by Pacific Holdings in respect of our daughter's fees are well received and documented as such it cannot be said that I denied the Applicant access to our daughter's school.
72. That I as a caring mother refused the attempt of the Applicant to give an unmonitored phone to our daughter and explained to the Applicant that he could always speak to our daughter through a monitored phone which I had made available to her, the number which is known to the Applicant, my phone, my house phone, and I even made available the phone number of our daughter's nanny on the off chance that he cannot reach our daughter through the earlier stated numbers. That the Applicant's averment that he requested buying a non-smart

phone for our daughter for communication only exists in his mind and not in reality as this was never proposed or discussed with me by him. That the same phone number known to the Applicant which belongs to our daughter is being used by our daughter to send numerous voice notes begging the Applicant to speak to her which he vehemently declined to accede to her request.

73. That further to the above the Applicant knows fully well as it is boldly displayed on the Instagram page that I run the page and as such our daughter knows next to nothing about what transpires on social media and on that page. **Attached and marked Exhibit R14 are screenshots of the page showing I run the page and that as of the date of filing this suit,** the Applicant actively follows that page and even recently tagged the page in his usual media postulation whilst wishing our daughter a happy birthday despite not calling her on the phone to give such wishes to her in person.
74. That the Applicant has never demonstrated genuine love and care for our daughter and her safety as can be seen from the fact that he has subjected her and issues concerning her to the general public by the media stunt he pulled by publishing this matter in a national newspaper in the name of service just to feed his insatiable thirst and hunger for being in the news.
75. That the Applicant has demonstrated that he is not a fit father as he in concert with his father and sisters has tried on many occasions to kidnap our daughter and take her outside Nigeria and/or out of my reach without my consent. That at one time when our daughter was just three months old, she was kidnapped by his sister under the pretense that she was being taken on holiday by her whilst they were planning to take our daughter out of the country and out of my reach permanently. Thankfully due to the intervention of the Nigerian Immigration services she was intercepted at the airport and apprehended for falsely representing herself to Nigerian Immigration as our daughter's mother before they could leave the country with our daughter thus ensuring the safe return of our daughter to my custody.
76. That it is in the public media that in the house of the Applicant in 2022 which he shared with his then-fiancée now wife a sad report of child negligence occurred resulting in the death of their son my daughter's half-brother and no mother in her right senses will agree to have her young girl child custody given or shared with such characters in such manifestly unsafe environment

77. That the Applicant who is a world-acclaimed womanizer and always having frolics with women of shady characters, most times being dragged into the social media space either for impregnating numerous ladies or being tagged for having sexual intercourse with them under patently delirious circumstances lacks every credibility to bring up a girl child.
78. That the Applicant lacks the capacity needed to bring up a girl child and an attempt to have him get shared custody will be inimical to the wellbeing of our daughter.
79. That there have been multiple and several reports of associates of the Applicant dying due to extreme intake of hard drugs in the company of the Applicants during their wild parties, this was openly corroborated by another singer who was seen with the Applicant in the United States of America claiming both of them took hard drugs together and the applicant also gave him some bad advice.
80. That the Originating Process of this suit containing facts that relate to our daughter and her welfare were published by the Applicant on the face of a National Newspaper for the whole world to see thereby subjecting the affairs of our daughter to further and wider national discuss.
81. That the objective of the Applicant is to subject the proceedings and indeed the private information of our daughter to an object of social media discussion to satisfy his manic need for media attention.

### **CHILD'S CUSTODY**

82. That contrary to paragraph 39 of the affidavit in support of the Originating Motion, our daughter has been in my custody from birth till date and I have been taking care of her mental, social, moral, and financial needs even by contributing my financial commitment as agreed with the Applicant.
83. That I have been the sole caregiver and primary financial provider for our daughter for the past few years when the Applicant started failing in his commitment
84. That as a mother my commitment to ensure my daughter's well-being is unwavering.
85. That the Applicant has never been denied access to our daughter as I have stated earlier.

86. That by correspondence dated 14th of July 2023 and 16th of January 16, 2024, I reiterated my commitment to ensure that our daughter enjoys a healthy and supportive environment. I informed the Applicant of his commitment and how the same will affect our daughter negatively if not performed.

87. That I informed the Applicant that unless he undertakes to change his inappropriate behaviors and overtures towards me, any visitation and or access to our daughter should be done elsewhere other than my residence and in the company of our daughter's nanny whom she is familiar with and has grown quite fond of.

88. That I know as a fact that the Applicant is not fit to be granted custody of our daughter because he is not available and does not possess the ability to dutifully care for her.

**PARTICULARS OF APPLICANTS' INABILITY TO CARE FOR OUR DAUGHTER PROPERLY**

- a. The Applicant cannot take proper care of our daughter because he lives a controversial lifestyle (negative media attention) that will expose our daughter to more negative trauma at her tender age.
- b. The Applicant in his role as an artiste always travels and allows many unsavoury male adults around him and his house, who will not be a good influence on an impressionable young female child, like our daughter.
- c. The Applicant disagreed with child therapy as the Applicant has been estranged from our daughter for a while and safely and sustainably establishing a meaningful presence in our daughter's life is paramount.
- d. The Applicant is an artist who always travels around the world as mandated by his career and cannot possibly be with our daughter at crucial times.
- e. The Applicant is married to another woman, and they live together. The proper upbringing of our daughter by another cannot be guaranteed.

- f. The fact that the Applicant lost his son in his house in rather unfortunate and questionable circumstances shows that our daughter cannot be placed in the custody of the Applicant.
89. That the custody of our daughter should not be granted to the Applicant because of these facts.
90. That I on several occasions even though under financial pressure instead of resorting to litigation which would have unduly exposed our daughter to wrong media attention, had proposed the signing of a formal child maintenance agreement with the Applicant that will outline our respective obligations towards the upkeep of our daughter and deal with issues of visitation, but these efforts were frustrated by the Applicant and his solicitor.
91. That my lawyers forwarded the draft agreement to the Applicant's solicitors for their review and input. The Applicant's solicitors however failed to acknowledge the receipt of the email or make their input on the agreement but rushed to the court to file this action and splash the same on social media. **The email forwarding the agreement is hereby attached and marked as Exhibit R 15.**
92. That the Applicant has continually engaged in acts of cyberbullying, intimidation and threats to my life and my close associates.
93. That the objective of the Applicant is to isolate me from my social network by threatening my associates and friends and pushing them to stop further association with me
94. That one of many such unlawful conducts of the Applicant was targeted at Tiwatope Savage (Tiwa Savage) which prompted her to file a Petition to the Police against the Applicant. **The Petition is hereby attached and marked as Exhibit R16.**
95. That the only grouse of the Applicant with Tiwa Savage was because she was my friend without more.
96. That the Applicant has been cruel to me and subjected I and our daughter to social media insults and bullying and grave danger.



97. That Applicant in publishing this suit in a national newspaper has exposed our daughter to great danger and I would have to implement extra security measures to ensure the continued safety of our daughter in school.

98. That apart from the physical danger which this suit has exposed our innocent daughter to, she has been subjected to so much unwarranted and unpleasant attention by the general public which has affected her mental health adversely.

99. That it is in the interest of justice to dismiss this suit with substantive cost.

100. That I depose to this affidavit bona fide believing its content to be true, correct, and in accordance with the Oaths Law of Lagos State.



**DEPONENT**

**SWORN to at the High Court Registry, Lagos State**

This.....<sup>26<sup>th</sup></sup> day of .....<sup>June</sup>..... 2024.

**BEFORE ME**  
**OLUTEMI OLUNUGA**  
Commissioner for Oaths  
**COMMISSIONER FOR OATHS**

**COURT OF LAGOS**  
**HIGH STATE**  


Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE



27 Dec 2020

19:02 ✓

📺 Missed video call at 19:39

You

2ndly I found this cute quiet Italian restaurant & we have to go there

Ok baby

19:39

Call me now

19:39



Zaddy

19:46 ✓

Wya!!!

19:47 ✓

U better call me wen u get home and go straight home

19:53

Ur drunk I'm not fucking joking

19:54

Boo eeee

19:55 ✓

I'm goin home 🤔🤔🤔

19:56 ✓

Come bk

19:56 ✓

I'm back

20:00

I'll see u

20:00



20:00 ✓

Let's have done sex

20:06

Fone 📞

20:06



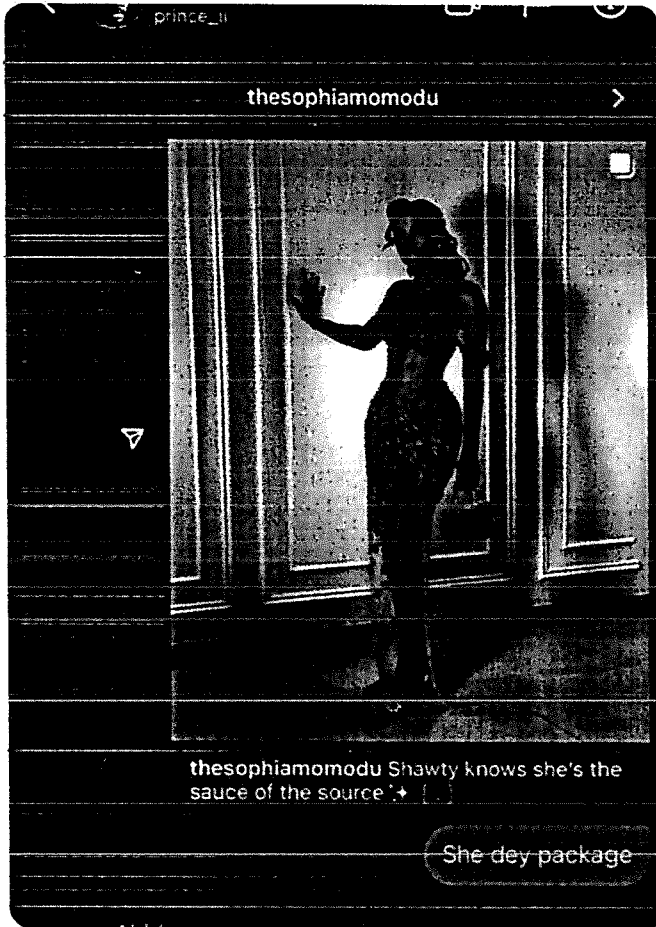
😊 ok

20:07 ✓



31 Jan 2022

Omo 15:48



15:48

Make I go like am 15:48

Lmao 15:48



15:49 ✓✓

It's a school night, you still coming to see her?

20:23 ✓✓

1 Feb 2022

Hey, the new driver they got me jst told n. this morning he has cancer

14:48 ✓✓





LYCEE FRANÇAIS LOUIS PASTEUR

French School Lagos

16 Younis BASHORUN street - Victoria Island  
Annex - P. O. BOX 72172 - Lagos - NIGERIA

Telephone : +234 1 270 05 45 ou 46 - E-mail : lyceefrancais@lycee-francais-lagos.com



aefe

Association Française  
d'Éducation  
à l'Étranger

Facture  
Invoice

Date document/ Document date: 07/09/2022  
Date d'échéance / Due date: 30/09/2022

Document # : S0008951  
Année scolaire / School year : 2022-2023

Détails facture / Invoice details

Payeur/Payer : # ADELEKEDA  
MOMODU Sophia, ADELEKE David  
Block A flat 22 Belavista, Banana island, Ikoyi  
1234  
Lagos  
Nigeria

Sous-total/Sub total : (EUR)	9 671,40
Solde d'ouverture/Balance :	44,58
Net à payer/Amount due : (EUR)	9 715,98

Freis	Période	Montant
<b>ADELEKE Imade Aurora (CE1)</b>		
Droit de scolarité /School fee - Maternelle -élémentaire	Term 1	3 582,00
Droit de scolarité /School fee - Maternelle -élémentaire	Term 2	3 582,00
Droit de scolarité /School fee - Maternelle -élémentaire	Term 3	3 582,00
Réduction paiement à l'année (10%)		-1 074,60
	<b>Sous-total</b>	<b>9 671,40</b>
	<b>Montant total</b>	<b>9 671,40</b>
	Solde d'ouverture	44,58
	Net à payer EUR	9 715,98
Tx de change/Exchange rate USD-EUR au 01/01/1970: 0.92902	Net à payer (USD)	10 458

Les détails et conditions de paiement sont présents sur la page suivante  
Please refer to the next page for payment details and conditions

OLUYEMI OLUNUGA  
Commissioner for Oaths



sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE



LYCEE FRANÇAIS LOUIS PASTEUR

French School Lagos

16 Younis BASHORUN street - Victoria Island  
Annex - P. O. BOX 72172 - Lagos - NIGERIA

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aefe

Association Française  
d'Éducation  
à l'Étranger

Détail paiement / payment details

A. Les paiements en euros, en dollars et en nairas peuvent être acceptés ; pour toute question, merci de prendre contact avec les services financiers / Payments can be done in euros, dollars or naira ; please contact the finance department for any further enquiry

lflplagos.eduka.school



05:33



R3

< 517



Dr Adedeji Adeleke  
last seen today at 03:06



Hi Sophie, I called. Please return my call at your convenience. Take care. Daddy



12 Dec 2023

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

Good evening sir, I spoke to uncle Dele thank you very much for your warm invitation & including Imade in the Adeleke Christmas family holiday. Unfortunately we've already made our family Christmas plans. Kindly note that this is not to isolate Imade from the family activities & just to reiterate the invitation is welcomed & appreciated however in the future we would require ample notice of at least 2months as well as Imade's father carrying out he's parental responsibilities stated in the legal documents labeled "Child Maintenance" which was shared with he's lawyers on the 24th of June 2023 I believe this would build trust & repair the fractured relationship btw father & child, as well as make everyone more comfortable for Imade to partake in future family activities. I wish you a very warm compliment of the season.. God bless sir. ❤️

18:01 ✓

This is the document referred to As Exhibit.....in the Affidavit of.....Sworn to at the.....Court Registry dated this.....day of .....20..... before me

OLUYEMI OLUNUGA  
Commissioner for OATHS  
COMMISSIONER FOR OATHS

13 Dec 2023

You

Good evening sir, I spoke to uncle Dele thank you very much for your warm invitation & including Imade in the Adeleke Christmas family holiday. U...



Sophie, I understand that you have made other holiday plans. I also agree that the



05:34



~~FB~~

< 517



Dr Adedeji Adeleke  
last seen today at 03:06



13 Dec 2023

You

Good evening sir, I spoke to uncle Dele thank you very much for your warm invitation & including Imade in the Adeleke Christmas family holiday. U...

Sophie, I understand that you have made other holiday plans. I also agree that the notice was short. However, I must emphasize the fact that the best thing for a child whose parents are not together is to share custody of the child. David will continue to take care of Imade's school fees and lesson fees, pay N1m monthly upkeep, pay her medical fees, contribute N5m per annum towards her accommodation ( since you turned down an offer of an apartment in a gated, & well maintained condominium) and any other needs that may arise. Mary will take care of all these on behalf of David. I don't understand what you meant by "as well as make everyone more comfortable for Imade to partake in future family activities " but in my own opinion, which is based on my experience as a parent, shared custody by both parents is the best for Imade. Shared custody during the school year as much as possible, especially on weekends and holidays, without any other preconditions, is the best for Imade.

I wish you and Imade a Merry Christmas and a Happy New Year.

My love always. Daddy

08:09



Sun. 7 Jan





Sun, 7 Jan

Happy new year sir, May this new year continue to bring us Gods blessings & good tidings. Following your last message sir my lawyers will send a response because what's stated in your message does not sufficiently cover Imade's needs, if you look at the documents sent to your lawyers stating Imade's needs, you'll find that they contain only Imade's needs & nothing more. Also I'm not aware & have never turned down any accommodations/house being provided. Also based on my past experiences I cannot have an informal agreement hence my lawyers will be sending a letter restating Imade's needs to. It pains me greatly that my lawyers has very recently had to send a cease-and-desist following the countless threats from david to my close friends & i during the holidays. I truly respect & appreciate you stepping in to see that Imade is well taken care of regardless of her fathers negligence as he has volunteeringly missed out on 2 Christmases & 1 birthday now. I have also sent Ms Mary a reminder for school fees payment as Imade resumes school on Monday 08-01-2024. May God continue to bless you daddy, thank you for all that you do sir. ❤️

16:53 ✓

Sun, 10 Mar

\* Forwarded



A  
10011111

Invoice No

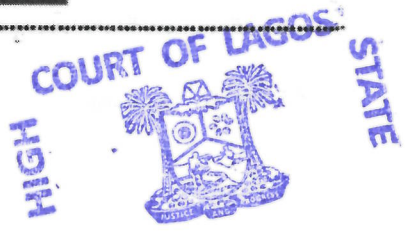
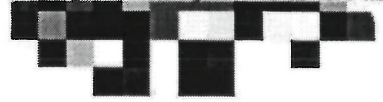
INVOICE

Sophia Momodu  
Bellavista Towers  
Banana Island  
Ikoyi,  
Lagos State

Description	Unit Rate/Annum (N)	Amount (N)
Rent for a Luxury Four Bedroom Flat with One Room Servant's Quarters at Banana Island, Ikoyi.	23,000,000.00	23,000,000.00
10% Agency Fee (VAT inclusive)	-	2,472,500.00
5% Legal Fee (VAT inclusive)	-	1,236,250.00
Caution Deposit	-	1,000,000.00
<b>Total</b>		<b>27,708,750.00</b>

Amount in words: Twenty-Seven Million, Seven Hundred and Eight Thousand, Seven Hundred and Fifty Naira Only,

Kindly make Payments to the underlisted account:



Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

This is the document referred to As Exhibit.....in the Affidavit of.....Sworn to at the.....Court Registry dated this.....day of .....20.....

Before me  
**OLUYEMI OLUNUGA**  
Commissioner for Oaths  
COMMISSIONER FOR OATHS



27<sup>th</sup> September, 2023

Sophia Momodu

Banana Island  
Lagos

Dear Sir,

**PAYMENT RECEIPT**

We acknowledge receipt of the total sum of N27,708,750,500.00 (Twenty-Seven Million, Seven Hundred and Eight Thousand, Seven Hundred and Fifty Naira Only) being payment for 1-year lease, caution deposit and professional fees for Banana Island, Ikoyi, Lagos, from 10<sup>th</sup> June, 2023 to 9<sup>th</sup> June, 2024.

Kindly see details of payment below;

INSTALMENT	DATE RECEIVED	AMOUNT(N)	BALANCE(N)
1st	4 <sup>th</sup> of June 2023	10,000,000.00	17,708,750.00
2 <sup>nd</sup>	1 <sup>st</sup> of August 2023	10,500,000.00	7,708,750.00
3 <sup>rd</sup> and Final	27 <sup>th</sup> of September 2023	7,208,750.00	-
Total Payment		27,708,750.00	-

Thankyou.

Yours sincerely,

For:



This is the document referred to As Exhibit.....in the Affidavit of:.....Sworn to at the.....Court Registry dated this.....day of .....20.....  
Before me

\_\_\_\_\_  
COMMISSIONER FOR OATHS

**OLANIYI ARIJE & CO.**  
(LEGAL PRACTITIONERS & CONSULTANTS)  
OA & CO

**OFFICES:**

2<sup>nd</sup> Floor, 14, Ojulowo Imoshe Street  
Off Oduyemi Street, Anifowose  
P.O Box 3293  
Ikeja, Lagos, Nigeria  
☎ 01-7920266; 08077190300

Plot 20, (Davidson Plaza)  
Omole Layout  
Lateef Jakande Road, Ikeja  
Lagos, Nigeria  
☎ 01-7911245; 08023076320

Our Ref:.....

Website: [www.olaniyiarijeandco.com](http://www.olaniyiarijeandco.com)

Your Ref:.....

Email: [info@olaniyiarijeandco.com](mailto:info@olaniyiarijeandco.com)

14<sup>th</sup> September, 2023

**Punuka (Attorneys & Solicitors)**  
Plot 45 Oyibo Adjarho Street  
Off Ayinde Akinmade Street  
Off Admiralty Way  
Lekki Peninsula Phase 1  
Lagos



Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

This is the document referred to as Exhibit ..... in the Affidavit of ..... Sworn to at the ..... Court Registry dated this ..... day of ..... 20.....  
Before me  
**OLUYEMI OLUNUGA**  
Commissioner for Oaths

Attention: Sr. Lucy Ebuzoeme & Ebelechukwu Enedah

**RE: IMADE ADEKELE – LETTER FOR CHILD MAINTENANCE**

We remain the Solicitors to **DAVID ADEDEJI ADELEKE (a.k.a. DAVIDO)**, hereinafter referred to as "our Client". We refer to your letters dated the 14<sup>th</sup> day of July, 2023 and 1<sup>st</sup> day of September, 2023 respectively in respect of the aforementioned subject matter and we write on his behalf accordingly.

We regret the delay in responding to your letters early enough which delay was occasioned by the unavoidable absence of Our Client for some time.

Arising from the meeting held with you on the 7<sup>th</sup> of July, 2023 and your correspondence of 14<sup>th</sup> day of July, 2023, and further various deliberations with our Client in respect of the subject matter, with the sole aim of protecting the best interest and guaranteeing the well-being of our Client's daughter, Imade Adeleke, the following is our further instruction as representing the full and final position of our Client as regards the items under consideration:

**1. Education of Imade:**

We concur in toto with your position as stated in your letter of 14<sup>th</sup> day of July, 2023. The school fees for each year shall be paid by Our Client directly to the school at least four weeks before the resumption of each school year.

**2. Payment of General Monthly Maintenance:**

Be reminded that ever before the current discourse, several payments under this heading had been made by our Client for Imade's welfare to the knowledge of Ms. Momodu ("your client"). Thus, it is a misconception to consider our position that no conclusive arrangement had been made for Imade's welfare.

IN CHAMBERS: OLAJIRE KILANKO (MRS.) LLB, B.L, LLM; EZE ALALA ESQ. LLB, B.L, LLM; OLUWOLE AGBENYI ESQ. LLB, B.L, LLM; PAUL C. ANANABA (SAN); LLB (HONS), BL, LLM; PhD; OLANIYI ARIJE ESQ. B.A, LLB, B.L, MILD, PHD.

Be that as it may, Our Client shall be making the payment of the total sum of Five Hundred Thousand Naira (₦500,000.00) only as general monthly maintenance for Imade and nothing more. There shall be no advance payments, payments shall be made monthly on regular basis. To this end, kindly supply us with the bank account details for disbursements.

**3. Provision of Health and Medical Care Insurance for Imade:**

Our position in the meeting was that our Client is well able to cater to any medical needs of Imade, without a health insurance package. Our Client is however, subscribing to a health insurance arrangement request on the premise that it shall be his exclusive right to nominate and contract with the Healthcare Insurance Provider, in manners that are favourable to Imade's needs.

**4. Payment of Nanny Fees:**

Our Client shall be committed to the sum of Two Hundred Thousand Naira (₦200,000.00) only per month. We hereby state that the Nanny who is capable and can teach Imade the mother tongue (Yoruba) only is the person required in the circumstance. The rest languages (foreign languages) are available to her for learning in the school.

**5. Travel allowance:**

While you have agreed with our proposal that we shall be procuring Imade's travel tickets, Our Client shall make available only the sum of Ten Thousand US Dollars (\$10,000.00) as traveling allowance for Imade for her shopping only and not for any other expenses. Be however informed that the yearly procurement of Imade's tickets and provision of the sum of Ten Thousand US Dollars (\$10,000.00) for her foreign shopping by Our Client shall be subject to your Client's concurrence to rotational travel custody between your Client and Our Client as earlier proposed by us to you. For the avoidance of doubt, for each year, while your Client may have the travel custody of Imade in summer, Our Client must have travel custody of Imade in December and early January for Christmas and New Year vacation. The following year, it must be our Client's turn to have the travel custody of Imade for summer while your Client would have the travel custody for December and January for both Christmas and New Year vacation.

**6. Living accommodation:**

The sum of Five Million Naira (₦5,000,000.00) only per annum is adequate as our Client's contribution towards Imade's accommodation and we so maintain. There shall be no arrangement to purchase a house in trust for Imade as there is a responsibility on both parents to ensure that she does not grow into an adult who believes that her parents must provide all things for her future, rather than forging her own path in life.

**7. Transportation:**

We are committed to repairing the current SUV or buy a new vehicle as the case may be.

**8. Insurance for the car:**

We are of the firm belief that nothing is wrong with the third party insurance. We believe that our Client, who is the vehicle provider, and not your client, should be more concerned about a purported need for any other kind of insurance. Just be rest assured that there will be available for Imade, at all times, an appropriate vehicle for her vehicular mobility regardless of what kind of insurance is done on such vehicle.



**9. Establishing a meaningful presence in your Child's life:**

We reiterate that the solution to this and we, as a matter of importance, insist on immediate arrangement and implementation of our proposal of joint rotational custody of Imade by both parents. Our Client should have unfettered access to his daughter at least one weekend in every month at a location other than your client's residence and this should be without any form of supervision from your Client or Nanny hired by her. This demand is not only fair, it is equitable. This should be in addition to Rotational Travel Custody as stated hereinbefore. This is what we have proposed as the therapy truly needed by Imade, if there is any need at all for therapy.

**10. Child Therapy:**

We believe and reiterate our position that there is no need for this.

**11. Legal Fees of ₦6,000,000 (Six Million Naira):**

In this instance, with all respect, we reiterate that your client should be responsible for her solicitor's fees, while our Client is responsible for his solicitor's fees as well.

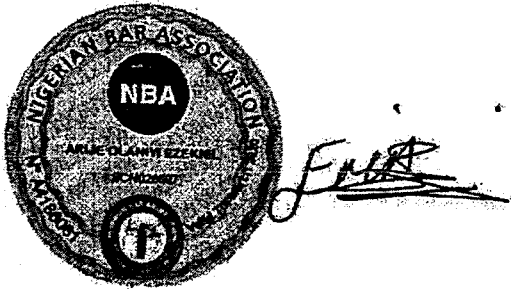
**12. Statements on Social Media Platforms:**

We have noted your advice under this but we must emphasize that the one who is liable and who incidentally is your Client should desist from this ignoble conducts.

**13. Provision of Personal Phone for Imade:**

Imade is not too young to manage a phone which function is solely to call and receive calls and no other functions available thereon. Such phone has nothing to do with the internet or "inappropriate attention/contacts" as you called it. There are such phones in the market. We do not consider it appropriate for our Client to be forced to contact your Client before he can communicate with his child.

Kindly accept the assurances of our warm professional regards!



**Niyi Arije, PhD**  
*Managing Partner*

R 6

From: Massetou Kra <dafadi@lflp-lagos.com>  
 Date: Thu, 5 Jan 2023 at 16:15  
 Subject: unpaid school fees  
 To: belladoneluxe@gmail.com <belladoneluxe@gmail.com>, Hkngang@yahoo.com <Hkngang@yahoo.com>, Davido@bfaandcolegal.com <Davido@bfaandcolegal.com>  
 Cc: Bernard BASSIEN <daf@lflp-lagos.com>

Dear Sir, dear Madam,

Greetings of the season.

I trust this meets you well.

Kindly be inform that the board has taken a decision that your ward will not be allowed from 09<sup>th</sup> of January 2023, in the school due to the outstanding payment.

Attached above is the letter from the board.

We thank you for your understanding

Cordialement / Best regards,

**LFLP**

Lycée Français Louis Pasteur  
French School Lagos - Nisaria



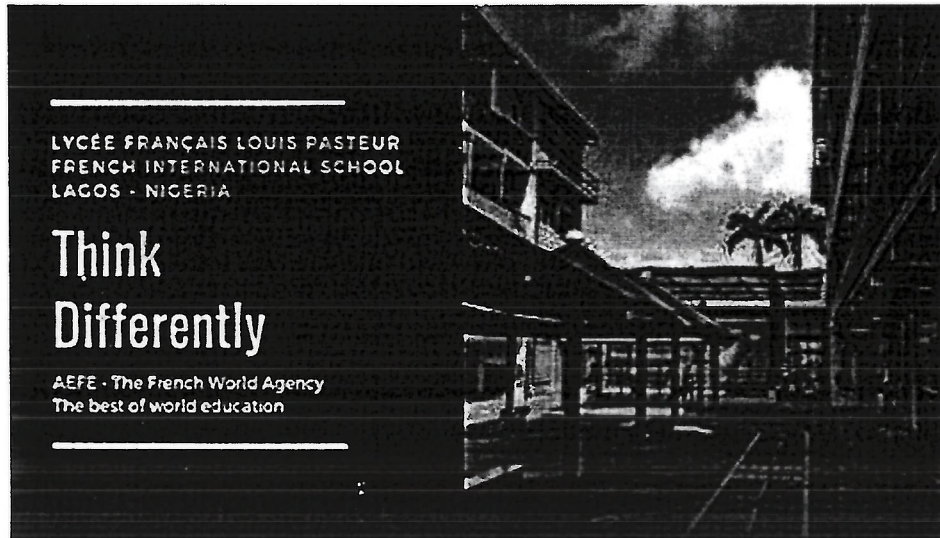
**Massétou KRA**  
DAF Adjointe

Lycée Français Louis Pasteur de Lagos (French Int'l School, Lagos),  
16, Younis Bashorun Street, Victoria Island, Lagos, Nigeria.  
Telephone : 234 (0) 810 464 468 4  
massetou.kra@aefe.fr

<http://www.lflp-lagos.com>



**OLUYEMI OLUNUGA**  
Commissioner for Oaths





### Absence of Imade in school Inbox



ranata a 9 Nov 2023



to Onye, me, sophiamomoduchannel@gmail... ▾

Good morning, Sir

We have noticed Imade has been absent from school for quite a long time (two weeks before our holidays and since our school resumption). She has been missing a lot in her academics and this will surely hinder her progress. She has made impressive strides, and it would be sad for her to fall behind.

Regards



The Sophia Momodu Netw... 9 Nov 2023



to ranata, me, Davido@bfaandcolegal.com,... ▾

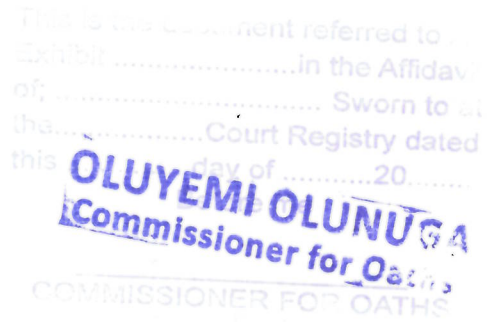
Good morning,

Thank you for your email.

Imade's father has issues with her transportation to & from school at the moment. It's sad that she's had to miss out on classes/academics however on my end I try to keep up with home assignments, class revisions etc as I receive them.

Hopefully Imade's father can sort it out sooner than later as I'm sure he doesn't want he's daughter to suffer academically or fall behind in class over he's inadequacies.

Kind Regards



← Reply

↶ Reply all

→ Forward



R8



more than banking

# Transaction Receipt

Generated from AccessMore on 06/10/23 14:11:35

Transaction Amount	N200,000
Transaction Type	INTER-BANK
Transaction Date	2023-10-06 14:11:31
Sender	ANITA BROWS BEAUTY
	OLALEKAN TAORIDI ODUNLAMI
Beneficiary	2393387115 Zenith Bank
Remark	
Transaction Reference	NXG000014231006141124222664091693
Session Id	000014231006141124222664091693
Transaction Status	Transfer Request Successful

If you have any questions or would like more information, please call our 24-hour Contact Centre on 0700CallAccess, 0700 3000000, +234 1-2712005-7, +234 1-2802500 or send an email to [contactcenter@accessbankplc.com](mailto:contactcenter@accessbankplc.com)  
Thank you for choosing Access Bank.

Banking with Access: Branch | ATM | Online | Mobile | Contact centre



Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

Sworn to in the presence of  
Court Registry dated  
day of ..... 20.....  
**OLUYEMI OLUNUGA**  
Commissioner for Oath



more than banking

## Transaction Receipt

Generated from AccessMore on 20/09/23 23:16:34

Transaction Amount	N190,000
Transaction Type	INTER-BANK
Transaction Date	2023-09-20 23:16:23
Sender	SOPHIA AJIBOLA MOMODU OLALEKAN TAORIDI ODUNLAMI
Beneficiary	2393387115 Zenith Bank
Remark	
Transaction Reference	NXG000014230920231601276605953967
Session Id	000014230920231601276605953967
Transaction Status	Transfer Request Successful

If you have any questions or would like more information, please call our 24-hour Contact Centre on 0700CallAccess, 0700.3000000, +234 1-2712005-7, +234 1-2802500 or send an email to [contactcenter@accessbankplc.com](mailto:contactcenter@accessbankplc.com).  
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Transfer

- ₦ 20,026.88

From

SOPHIA AJIBOLA MOMODU

1718858367

To

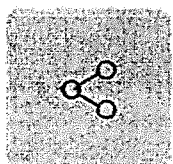
OLALEKAN TAORIDI ODUNLAMI- 057

Narration

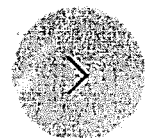
TRF FRM SOPHIA AJIBOLA MOMODU TO  
OLALEKAN TAORIDI ODUNLAMI- 057

Reference

NXG000014230520190730227949500444



Share Receipt





more than banking

## Transaction Receipt

Generated from AccessMore on 28/05/23 16:19:14

Transaction Amount	N20,000
Transaction Type	INTER-BANK
Transaction Date	2023-05-28 16:19:08
Sender	SOPHIA AJIBOLA MOMODU
Beneficiary	OLALEKAN TAORIDI ODUNLAMI 2393387115 Zenith Bank
Remark	
Transaction Reference	NXG000014230528161903278671847393
Transaction Status	Transfer Request Successful

If you have any questions or would like more information, please call our 24-hour Contact Centre on 0700 CallAccess: 0700 3000000, +234 1-2712005-7, +234 1-2602500 or send an email to [contactcenter@accessbankplc.com](mailto:contactcenter@accessbankplc.com)  
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more than banking

## Transaction Receipt

Generated from AccessMore on 30/04/23 05:16:10

Transaction Amount	N50,000
Transaction Type	INTER-BANK
Transaction Date	2023-04-30 05:17:10
Sender	SOPHIA AJIBOLA MOMODU
	OLALEKAN TAORIDI ODUNLAMI
Beneficiary	2393387115
	Zenith Bank
Remark	
Transaction Reference	NXG000014230430051659233545406936
Transaction Status	Transfer Request Successful

If you have any questions or would like more information, please call our 24-hour Contact Centre on 0700CallAccess, 0700 3000000, +234 1-2712005-7, +234 1-2802500 or send an email to [contactcenter@accessbankplc.com](mailto:contactcenter@accessbankplc.com)

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more than banking

## Transaction Receipt

Generated from AccessMore on 27/09/23 18:28:54

Transaction Amount	N200,000
Transaction Type	INTER-BANK
Transaction Date	2023-09-27 18:28:51
Sender	SOPHIA AJIBOLA MOMODU
	OLALEKAN TAORIDI ODUNLAMI
Beneficiary	2393387115 Zenith Bank
Remark	
Transaction Reference	NXG000014230927182839273208841059
Session Id	000014230927182839273208841059
Transaction Status	Transfer Request Successful

If you have any questions or would like more information, please call our 24-hour Contact Centre on 0700CallAccess, 0700 3000000, +234 1-2712005-7, +234 1-2802500 or send an email to [contactcenter@accessbankplc.com](mailto:contactcenter@accessbankplc.com)  
Thank you for choosing Access Bank.

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R9

**Federal Republic of Nigeria**  
(Uniform Licensing Scheme)  
**Proof of Ownership Certificate**

A 4057896

Plate No.	GGE5618	Issued on	27-06-2023
State	Lagos	Spec No.	
Veh. Make	Toyota	Lic Area	
Veh. Type	Highlander	Model	
Chassis No.	6TDYKRF7H0C2165195	Colour	
Purpose	Vehicle Registration	Engine No.	
Name of Owner	Pacific Holding Limited	Title	
Address	100 Kudirat Abiola Way Oregun Ikeja		
Previous Registration			

**MOTOR VEHICLE ADMINISTRATION**  
**A. G. ERIC**  
**MR. KUDIRAT ABIOLA WATSON**  
**O. R. E. O.**

Owner's Name:  
Pacific Holding Limited

Address:  
100 Kudirat Abiola Way Oregun Ikeja

File Number:  
3129041

Registration Number:  
GGE5618

Engine Number:  
2900230

Chassis Number:  
6TDYKRF7H0C2165195

Vehicle Make:  
Toyota

Colour Name:  
White

License Fee:  
N 3125

Date:  
27/06/2023

**HIGH COURT OF LAGOS STATE**

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

This is the document referred to in Exhibit ..... in the Affidavit of ..... Sworn to at the ..... Court Registry dated this ..... of ..... 20.....

**OLUYEMI OLUNUGA**  
Commissioner for Oaths  
COMMISSIONER FOR OATHS

Company Name  
Crown Holdings Limited

Address  
100 Victoria Road, Weybridge

Reg Number  
912 241

Registration Number  
GG67 948



Vehicle Make  
Ford

Model  
Focus

Colour  
Black

Power  
115kW

Year  
2012

REMOVE THIS PORTION



REMOVE THIS PORTION



**Punuka**  
ATTORNEYS & SOLICITORS

SINCE 1947

R10

July 14, 2023

**Olaniyi Arije & Co.**

2<sup>nd</sup> Floor, 14, Ojulowo Imoshe Street  
Off Oduyemi Street, Anifowose  
P.O Box 3293  
Ikeja, Lagos, Nigeria



SENT BY EMAIL

Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

OLUYEMI OLUNUGA  
Commissioner for Oaths

**Attention:** Niyi Arije Esq.

**RE: IMADE ADEKELE – LETTER FOR CHILD MAINTENANCE**

The above subject matter refers.

We remain solicitors to Ms. Sophia Momodu (herein referred to as "Our Client") and on whose instruction we respond to your referenced letter.

We write in furtherance to the meeting held on the 7th of July 2023 wherein you proposed the following in response to our letter dated 6th of June, 2023 -

- 1. Education:** You stated during the meeting that there have been arrangements made by your client for everything relating to the education of Imade and that our client has no cause to worry about the education of Imade.
- 2. Payment of general monthly maintenance of One Million Naira (N1,000,000):** For childcare, it was your position that there are no conclusive arrangements made yet for payment of childcare as your client is yet to determine the amount to be paid for childcare. You also stated that there would be no advance payment either monthly or yearly as requested by our client.
- 3. Provision of Health and Medical Care for Imade:** It was your position during the meeting that there would be no Health or Medical insurance for Imade as your client does not see the need for such.
- 4. Payment of Nanny Fees of Eight Hundred Dollars (\$800) monthly and benefit allowance of Fifty Thousand Naira, respectively, per month:** During the meeting, you proposed Two Hundred Thousand Naira (N200,000) Monthly allowance to be paid as nanny fees by your client.

Senior Partner: Chief Anthony Idigbo SAN

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International Law Centre

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(Opposite Global International College), Off Admiralty Way, Lekki Peninsula Phase 1, Lagos, Nigeria.

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5. **Travel allowance:** It was your position that your client's travel agency will pay for everything relating to Imade's travel expenditures once our client submits her travel itinerary.
6. **Living accommodation:** As regards accommodation for Imade, you proposed the sum of Five Million Naira (5,000,000) yearly as your client's share of Imade's house rent for a house in Lekki Phase 1, Lagos.
7. **Transportation:** For Imade's mobility and transportation, you proposed at the meeting that your client has made an undertaking to repair the old SUV for Imade's use.
8. **Insurance for the car:** You stated that your client will be providing third party insurance for the vehicle.
9. **Establishing a meaningful presence in your Child's life:** You proposed joint rotational custody of Imade by both parents and that your client should have unfettered access to Imade at least one weekend in every month at a location other than at our client's residence. You further stressed that it is important that your client have unfettered access to Imade without any form of supervision from our client or nanny.
10. **Child therapy:** You stated that your client strongly believes that there is no need for child therapy that once he is granted access to Imade, she will be alright.
11. **Legal Fees of ₦6,000,000 (Six Million Naira):** You stated that it is your client's position that each party should be responsible for the payment of their legal fees as far as this issue is concerned.
12. **Statements on social media platforms:** On this, you stated that our client should desist from publishing false and personal information about your client on social media platforms.
13. **Provision of a personal phone to Imade:** You stated that your client wants to provide a personal phone for Imade so that he can reach her directly whenever possible he desires without having to speak with her on our client's phone.

Apart from the position we stated during the meeting under reference, after careful consideration of your above position with our client, we would like to respond as follows -

1. **Education:** On the issue of advance payment of Imade's school fees, it is our client's position that it is important that her fees are paid in advance due to previous instances of Imade being excluded from school activities due to non-payment of school fees. Our client does not mind the school fees for each year

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being paid directly to the school at least four weeks before the resumption of each school year so as to ensure that she does not lose her place in the school.

2. **Payment of general monthly maintenance of One Million Naira (₦1,000,000):** Whilst we await your client's proposal on monthly maintenance for Imade it is important that your client has due consideration to the increased cost of living and the importance of ensuring that the sum as maybe agreed is sufficient to afford Imade the lifestyle which she has been accustomed to. It is also important to our client that any amount as maybe agreed be paid in advance so that undue recourse will not be had to your client.
3. **Provision of Health and Medical Care for Imade:** Just as we stated during the meeting, our client believes that health insurance is very imperative for Imade as your client is a busy man and may not be readily available or reachable when Imade needs medical care, urgent or otherwise. Also, the healthcare insurance providers nominated are international and are able to cater for her health needs when she travels abroad for holiday or school trip.
4. **Payment of Nanny Fees of Eight Hundred Dollars (\$800) monthly and benefit allowance of Fifty Thousand Naira (₦50,000), respectively, per month:** As already informed during the meeting in response to your proposal, Imade's nanny is a foreigner and multi-lingual (Spanish, French, Arabic, Mandarin and English). These languages are part of the Imade's school curriculum and having a nanny who is able to speak these languages with her is crucial to her education. Our client is not able to engage such a nanny on your proposed fee of **Two Hundred Thousand Naira Monthly (₦200,000)**.
5. **Travel allowance:** We are not averse to submitting Imade's travel itinerary to your travel agent to procure tickets for her to align with our client's itinerary, but you will agree with us that apart from her flight other expenses associated with her travel like accommodation, shopping and other travel expenses cannot be handled by the travel agent as you proposed. Therefore, we propose that with respect to these other travel costs, the sum of \$15,000 (Fifteen Thousand US Dollars) for America, €15,000 (Fifteen Thousand Euros) for European Country and £15,000 (Fifteen Thousand Pounds) for UK for each trip be paid to our client to cover these costs. This is dependent on the specific country our client is traveling to for each year.
6. **Living accommodation:** As already noted during the referenced meeting it is important that your client purchases a decent house for Imade in trust for her until she attains majority. In the interim we request your client to make payment of the sum of Fifteen Million Naira (₦15,000,000) yearly representing half the cost of accommodation where Imade resides. For issues of security and undue upheaval/trauma that will be associated with relocating to a new area as proposed

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**LAGOS ABUJA ASABA**

by your client, our client is minded to maintain Imade's current accommodation until such a time as a permanent house is bought for her as proposed above.

7. **Transportation:** We agree with your proposal and request that the repairs should be done as soon as possible on the current car.
8. **Insurance for the car:** In view of the issues around third-party insurance in the country, our client is of the opinion that only a comprehensive insurance will afford the cover that Imade's car will require.
9. **Establishing a meaningful presence in your Child's life:** Whilst our client is not averse to your client establishing a meaningful presence in Imade's life, but due to the fact that Imade is a girl child and the fact that they have been estranged from each other for the more than one year it is important that your client and Imade goes into a therapy after which a workable arrangements for visitation/access will be agreed.
10. **Child therapy:** Further to the above, this child therapy for Imade and your client is needful for Imade's emotional stability. This process will enable Imade to understand your client's lifestyle and social standing with the attendant negative media attention which you will agree with us must be quite daunting and disconcerting for a young child.
11. **Legal Fees of ₦6,000,000 (Six Million Naira):** In settlement such as parties are exploring in this case, it is not out of place for a party to take care of the legal fees of the other party. Our client maintains that her proposal that your client should settle our legal expenses of Six Million Naira (₦6,000,000) is reasonable moreso when this was undertaken to provide for Imade's maintenance.
12. **Statements on social media platforms:** As already stated during the referenced meeting, we reiterate that both parties are public figures who are desirous of protecting their privacy and private relationships as such both parties' should be circumspect on issues of publication on social media moreso to protect Imade who in our opinion should be shielded from undue media attention.
13. **Provision of personal phone for Imade:** Our client is of opinion that Imade is too young to manage a phone and a personal phone at this tender age will unduly expose her to inappropriate attention/contacts. We propose that your client should continue to reach Imade on our client's phone or her nanny's phone until she is more matured to handle a personal phone.

While we appreciate the effort you have put into your counter-offer, we firmly believe that our modified proposal above best aligns with the best interest of the child, the attainment of which remains parties' mutual goals and objectives.

Senior Partner: Chief Anthony Idigbe SAN

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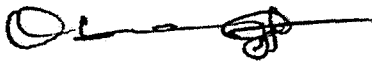
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In light of the aforementioned reasons and in the spirit of entrenching an arrangement that ensures the continued well-being of Imade, we request that you discuss our counter proposal with your client so that we can draft a Maintenance Agreement for parties' execution.

Thank you.

Yours faithfully,  
**PUNUKA Attorneys and Solicitors**



**Sr. Lucy Ebuzoeme**  
Associate



**Ebelechukwu Enedah**  
Partner

Senior Partner: Chief Anthony Idigbe SAN  
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**LAGOS ABUJA ASABA**



**Punuka**  
SINCE 1947  
ATTORNEYS & SOLICITORS



R11

January 16, 2024

**Olaniyi Arije & Co.**  
2<sup>nd</sup> Floor, 14, Ojulowo Imoshe Street  
Off Oduyemi Street, Anifowose  
P.O Box 3293  
Ikeja, Lagos, Nigeria

Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

**BY EMAIL**

**Attention:** Niyi Arije Esq.

**OLUYEMI OLUNUGA**  
Commissioner for Oaths

**RE: CEASE AND DESIST FROM THREATS TO LIFE, HARASSMENT, AND CYBERBULLYING BY MR DAVID ADELEKE AND HIS COHORTS AGAINST MS SOPHIA MOMODU AND HER ASSOCIATES**

The above subject matter and your letter of January 11, 2024, refer.

We remain solicitors to Ms Sophia Momodu (herein referred to as "Our Client") and on whose instruction we respond to your letter under reference. We have brought your letter under reference to our client's attention, and we are constrained to respond to it as your letter is replete with distorted facts and deliberate misrepresentation of issues.

We have addressed these misconceived and apparent erroneous positions taken in your letter, as follows:

- Cyber Bullying and Threat to Life:** We note that while you strenuously tried to exculpate your client for his unlawful conduct by suggesting that they must have been done by his "avalanche of fans" which in your words are unknown to your client, we state that the attacks targeted at our client are not isolated actions taken by unknown fans. It is worthy of note that you did not in clear terms deny the allegation that your client issued direct threats to our client and her associates. Rather, you tried to justify the gross recklessness and unlawful conduct of your client by claiming that our client's friend "*threw herself into a matter that is entirely not hers.*" We reiterate our initial position on the unwarranted threats and unlawful conduct of cyberbullying sanctioned by your client.

We equally refute the allegation of social media attacks on your client by our client. Instructively, your letter failed to outline a single incidence of such an attack. We therefore view the speculative accusation as an afterthought and a sheer attempt to justify the indefensible conduct of your client.

Senior Partner: **Chief Anthony Idigbe SAN**  
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**LAGOS ABUJA ASABA**

Further to your above, we reiterate our demand that your client ceases any further direct or indirect harassment that constitutes threats to our client's life and safety.

- 2. Alleged Breach of Imade's Constitutional Rights:** Our client vehemently denies the accusations of breach of her own daughter's constitutional right. While we find your accusation strange and utterly misconceived, kindly note that our client has consistently been the sole caregiver and primary financial provider for her daughter for the past few years. As a mother, our client's commitment to ensuring her daughter's well-being is unwavering. Her efforts to give her daughter the best life have been tireless, and she has achieved this independently without your client.

Our client remains committed to fostering a healthy and supportive environment for her daughter. Any suggestions otherwise are unfounded and unfair, especially coming from an absentee father.

- 3. Communication and Phone Purchase:** Our client as a mother is first concerned with the safety and welfare of her daughter. While denying all the baseless allegations made in your letter; our client shall refrain from joining issues with your client further on matters relating to the personal affairs of her daughter. Issues relating to their daughter's personal life and routine are not such that our client will discuss in an official response which may be made public without the consent of our client.

Notwithstanding the foregoing, our client has never barred your client from interacting with his daughter; even after defaulting in his responsibilities as a father. This position was clearly stated in our letter dated July 14, 2023.

- 4. Public Posts and Social Media:** We are shocked by the allegation that our letter of January 10, 2024, was leaked to the media at our behest. Firstly, we find uncharitable the expressions made in your letter which seem to suggest that our letter of January 10, 2024, was unnecessary because of the email of January 6, 2024, earlier sent to you which you failed to respond to. It is bad enough that you failed to acknowledge receipt of an email sent to you for over four days which prompted us to write the letter of January 10, 2024, as the issues raised in our letter continued unabated.

As a firm founded in 1947, we have over the years built a reputation of operating within the confines and dictates of the ethics of the profession. It is not our practice to engage in media jamboree. While we will refrain from accusing your client as the one responsible for leaking our letter as we do not have evidence to that effect, we note and as stated in your letter, your client is the one with the huge fanbase and the resources to make our letter go viral.

## 5. Financial Contribution:

- a. We welcome your client's admittance in your letter that he has indeed failed to make provisions for the upkeep of his daughter over the years. We nonetheless welcome the pledge to pay the sum of **N1,000,000 (One Million Naira)** per month as proposed in your letter as our client has been solely responsible for the upkeep and welfare of her daughter till date. We hope this is not just a play to the gallery but a genuine effort by your client to take responsibility for his daughter's upkeep. This will enable our client to meet the necessary expenses and ensure that their daughter's needs are adequately addressed.
- b. You have been grossly misinformed by your client based on the representations made in your letter regarding the payment of his share of the rent contribution and the claim that our client refused a proposed house. Rather, your client had refused to pay his share of the rent contribution. Kindly find herein the confirmation of receipt of payment of the rent sum paid wholly by our client contrary to the misrepresentation in your letter that your client paid his portion. As per our proposal, both parties are to split the cost of the living accommodation which is rent and service charge equally which means that your client is to pay fifty percent (50%) of the rent and service charge, which currently amounts to **N16,004,375 (Sixteen Million, Four Thousand, Three Hundred and Seventy-Five Naira)** receipts of rent and service charge are attached to this letter. We hereby challenge your client to provide evidence of any payments pertaining to this issue as represented in your letter.
- c. The allegation that our client rejected a house that was offered is not only false but intentionally misleading of the facts. We refer you to paragraph 6 of our letter dated June 6<sup>th</sup>, 2023 wherein we informed your client of pledges made by his uncle His Excellency, the Executive Governor of Osun State, Mr Ademola Adeleke during an informal mediation meeting held with our client and her uncle Mr Dele Momodu. There was never an acknowledgement of the said pledges in your client's responses to our client neither have there been any actions by your client, his relatives and/or representatives to give effect to this "pledge". Regardless, our client is not unreasonable and is willing to engage in any discussion that will further the welfare of her daughter. As such our client is therefore not opposed to the idea of your client purchasing a property for her daughter's benefit and is ready to engage in further discussions in this regard.
- d. On the position of your client regarding the non-payment of his daughter's school fees, we would like to clarify that it is your client who has refused to pay Imade's school fees. Your client's representatives who were tasked with payment of the fees, received the invoice from the school on October 10, 2023. This invoice is however yet to be settled till date as you have admitted in your letter. We refer to the relevant email trail from the school and reminders from our client through us about the school fees in our letter to your client dated September 1, 2023 and a WhatsApp message to your client's personal assistant, which we have attached to this letter, along with the invoice once again for your reference.

We again urge you to prevail on your client to ensure that the invoice is promptly settled to avoid a repeat of the unfortunate incident that occurred last year, wherein their daughter was not permitted to attend school due to the non-payment of fees by your client. See email and letter from the school to this effect. It is our client's utmost priority to ensure that her daughter's education is not disrupted.

- e. Our client denies your client's inaccurate statement regarding the Range Rover sports car. As stated in our letter dated June 14, 2023, and other correspondence, your client had been duly informed about the bad condition of his daughter's car for quite some time. While our client confirms receipt of the sum of N5,800,000 (Five Million, Eight Hundred Thousand Naira) provided to repair the car, which has been disbursed to the mechanic for the repairs to be made, it should be noted that the total repair costs; exceeded the amount contributed by your client of which the excess sums were covered by our client. Our client is however, neither requesting nor interested in a refund for the extra expenses incurred for the repair of the car, this information is for record purposes. Attached herein is a detailed breakdown of the expenses incurred by the mechanic.

Further to the above, we would like to reiterate the demands made in our letters of June 6, 2023, and June 14, 2023, on the need for your client to make provisions for the medical care of the child, payment of nanny fees, child therapy, travel allowance, and legal fees amongst others.

Our client emphasizes that their daughter's safety and comfort are paramount, therefore, she cannot visit your client's house without her nanny accompanying her. It is therefore imperative that your client pay the monthly salary of the nanny. Despite the fact that our client has been paying the full nanny fees for the last two years until she could no longer cope with the expense in light of compounding costs due to the lack of support from your client, our client in good faith hereby concedes to taking responsibility of the nanny's monthly allowance of N50,000 (Fifty Thousand Naira) as this is a critical aspect that must be addressed to enable their child safely and comfortably visit her father. Furthermore, as emphasized in our letter dated July 14, 2023, therapy for your client with his child had been advised by her therapist as being imperative to navigate their relationship positively. Thus, your client engaging in this process is imperative.

Lastly, we would like to unequivocally state that there are records of our client's numerous attempts to structure the sharing of the care and financial support of the lovely daughter she shares with your client. Despite these efforts, there has continued to be a lack of interest on your client's part to engage seriously in this process.

This has left our client, single-handedly carrying the bulk of the financial support and the entirety of the emotional support for their daughter. Our client is thus playing the role of both parents to their child. It is essential to emphasize the need for your client

to fulfil his financial, social, and emotional responsibilities as a father and cease from providing inaccurate information about his involvement.

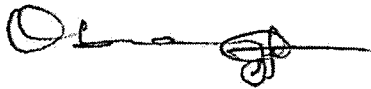
Nonetheless, our client remains focused on establishing a clear structure for their child's financial and emotional support. To facilitate this structured approach, we propose that your client communicate acceptance of the outstanding terms which have been reiterated above within forty-eight (48) hours of receipt of this letter. These terms shall be included in a Child Maintenance Agreement to be executed by both parties within five (5) days of acceptance of terms. Additionally, we urge your client to commit to a joint therapy session with his daughter within seven (7) days of executing the Child Maintenance Agreement; to establish a systematic way for their re-engagement and ensuring the child's total well-being.

While we hope for your client's cooperation in achieving this common goal, we are available to meet with your team to further discuss.

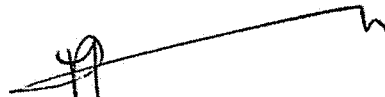
Please be assured of our utmost professional regards.

Yours faithfully,

**PUNUKA Attorneys and Solicitors**



**Sr. Lucy Ebuzoeme**  
Associate



**Adeyinka Abduisaiam**  
Partner

**Cc:**

Dr Adedeji Adeleke  
Bobo Ajudua Esq





Forwarded

R 12

WhatsApp Message Details



Forwarded from RUIY S DAN NEW

PAPA

Feb 11 2021 1:05 pm

PAID



Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULERE

**OLUYEMI OLUNUGA**  
Commissioner for O...

15:47 //

Imade's nanny is ready.

All her paperwork is complete

15:47 //

We need your tickets person to book her flight for next week Thursday

15:49 //

Pls let me know if you need further details x

15:49 //

Yes na 15:49

Will send it with her monthly money and house money

15:50

Ok. Thanks.

16:...





2 Mar 2021

Mr Robert

forward to this weekend & no stories d

Good afternoon madam, yes I will get back to you today before close of work on it.

Ok thanks

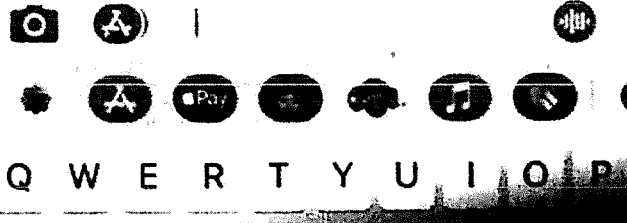
Delivered

Yesterday 14:19



Good afternoon madam, have been trying your number is not going through. Please what the update about the ticket for Friday departing Manila to Abuja? And also the Covid text booking with the bar code for her here in Nigeria receipts

We will need the ticket for her Covid text in Manila for Thursday please.



Cos they're saying we need to book the ticket ASAP

16:17 ✓✓

She'll only be able to land in Abuja & take a connecting flight to Lagos cos there are no direct flights to Lagos from Manila

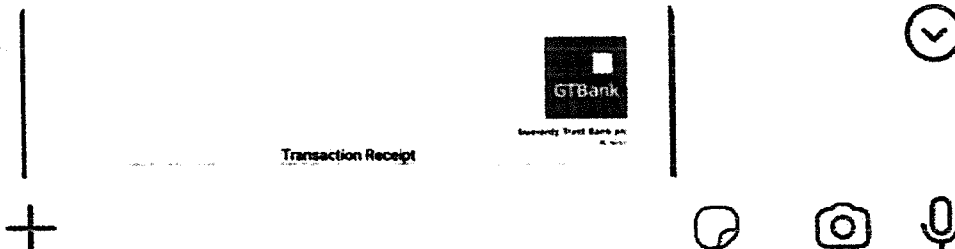
16:18 ✓✓

Ok 2moro 16:18

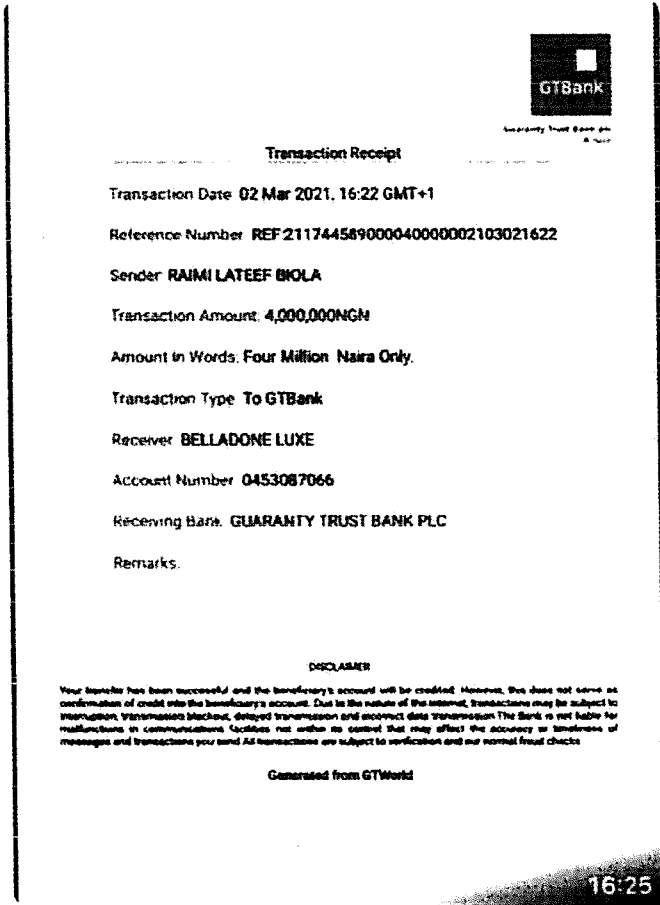
Ok thanks  
I'll will revert immediately I receive the alert today

16:19 ✓✓

Forwarded



< Forwarded



Ok I'll check now 16:26 ✓

Received  
Thank you 🙏 16:26 ✓



16:29

How much is the ticket 16:29

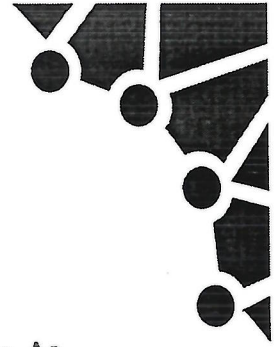
So I'll add it to the 1m 16:29



I jst asked the ticket agent to check again because ticket prices change constantly



R13



This is the document referred to As Exhibit.....in the Affidavit of:.....Sworn to at the.....Court Registry dated this.....day of .....20.....

Before me

June 6, 2023

Mr. David Adeleke  
No 4  
Bourdillon  
Ikoyi Lagos.

**HIGH COURT OF LAGOS STATE**  
**OLUYEMI OLUNUGA**  
Commissioner for Oaths  
COMMISSIONER FOR OATHS  
Date: \_\_\_\_\_  
Sign: \_\_\_\_\_  
OFFICE, YABA/SURULERE

Dear Mr Adeleke,

**RE: IMADE ADEKELE — LETTER FOR CHILD MAINTENANCE**

The above subject refers.

We are solicitors to Ms. Sophia Momodu (herein referred to as "our Client") and on whose instruction we write you on the above subject matter.

We have our client's directives to bring to your attention certain outstanding obligations, some of which you are aware of already, in relation to the care, upbringing, and maintenance of your child with our client, Imade Adeleke (herein referred to as "Imade").

It is our client's brief that Imade has been living with our client since your relationship with our client ended several years ago and our client being Imade's custodial parent has devoted her time, attention and resources towards the proper upbringing and maintenance of Imade, which is evident in how Imade has grown into a smart and healthy eight-year-old child.

Our client acknowledges your efforts and contributions over the years in the upbringing and maintenance of Imade, but she contends that there are certain grave lapses in carrying out your responsibilities as Imade's father that has affected her upbringing negatively over the years. For instance, despite agreement of all concerned parties that you would be responsible for Imade's educational welfare, our client has observed that on several occasions when personal conflicts arise between you and our client, you tend to refuse to make timely payment of Imade's school fees. This has led

Senior Partner: Chief Anthony Iligbe SAN  
For names of other Partners, Management and Associates, please see Punuka website, www.punuka.com

International Law Centre  
Plot 45, Oyibo Adjarho Street, Off Ayinde Akinnade Street  
(Opposite Global International College), Off Admiralty Way, Lekki Peninsula Phase 1, Lagos, Nigeria.  
Tel: +234-1-270 4789, 270 4791, Fax: +234-1-279 4790. E-mail: Info@punuka.com Website: www.punuka.com  
LAGOS ABUJA ASABA

to embarrassing situations where the management of Imade's school, Lycee Francias Pasteur De Lagos, would issue notices via email, communicating its decision to withdraw Imade's access to school due to the failure to pay her school fees.

One of such emails was received by our client on the 5<sup>th</sup> of January 2023 wherein the management of Imade's school communicated its decision to prevent her from entering the school with effect from 9<sup>th</sup> January 2023 due to her school fees being unpaid. Living up to its words, Imade was prevented from entering the school premises because of your failure to pay her school fees. It is indubitable that apart from the psychological and emotional trauma that this exclusion may have on your daughter, this negatively impacted Imade's academic life and derails her educational progress in comparison with her peers.

Likewise, our client notes that you tend to distance yourself both emotionally and physically from Imade in clear delinquency to your paternal responsibilities whenever there is a dispute between yourself and our client as a form of emotional blackmail. This behaviour is not only emotionally detrimental and demeaning to Imade but also to our client.

In view of the foregoing and for Imade's best interest, it is imperative that a formal structure and arrangement be put in place for Imade's maintenance. Consequently, our client proposes the following maintenance arrangements for Imade are formalized below:

1. Education – That you will be responsible for payment of Imade's education until she completes her tertiary education. In line with same that you make payment for her current school fees of the sum of Eleven Thousand Euros (€11,000) per year and Four Thousand Euros (€4,000) for extra curriculum activities. As you are aware, Imade attends Lycee Francias Louis Pasteur de Lagos, which charges the sum of Eleven Thousand Euros per year. Our client proposes that these sums be paid to her at least four weeks before the resumption of each school year or as the school may require. This will enable our client to make timely payment of Imade's school fees and ensure she retains a placement in the school.
2. Payment of general monthly maintenance of One Million Naira (N1,000,000): This will settle all expenses related to feeding, groceries, clothing, Imade's physical upkeep, Driver, etc. Being Imade's custodial parent for the time being, the said sum should be paid in advance into her personal account on or before the 25<sup>th</sup> day of each month. In the alternative, the cumulative sum of Twelve Million Naira (N12,000,000) should be paid to her annually in advance on or before the 28<sup>th</sup> day of December every year.
3. Provision of Health and Medical Care for Imade: you shall provide and maintain health insurance for Imade with either BUPA Global Private Health Insurance or Blue Cross Blue Shield Association (Health Insurance Company) or any other standard HMO with international coverage as maybe agreed.

4. Payment of Nanny Fees of Eight Hundred Dollars (\$800) monthly and benefit allowance of Fifty Thousand Naira, respectively, per month: Our Client proposes that you make these payments to her in the lump sum i.e., Nine Thousand, Six Hundred Dollars (\$9,600) and Three Hundred Thousand Naira (N300,000) annually. Our Client also demands for the sum of Nineteen Thousand, Two Hundred Dollars (\$19,200) and Six Hundred Thousand Naira (N600,000) being the total sum she has paid to the nanny for the past two years. It is our understanding that contrary to our Client's prior arrangement with you that you will take responsibility for the payment of all nanny fees, our client has been responsible for all nanny fees for the past two years. Flowing from the foregoing, we request that you reimburse our client, for these payments forthwith.
5. Travel allowance: Our client proposes that an amount that will be subsequently agreed upon by both parties (you and Our Client) should be paid by you to a reliable traveling Agency that will be able to oversee and ensure that the expenses to be incurred during Imade's vacation period are covered. Expenses such as flight ticket, accommodation, feeding, social activities, among others, whenever Imade is on vacation within or outside Nigeria. For the social development of Imade, she is entitled to at least two holidays in a year and one of which will be outside the African continent.
6. Living accommodation: Our client proposes that you provide a befitting and conducive accommodation for Imade. In view of this, our Client's request is that you purchase a new house for Imade through her trustee or her guardian. In the meantime, our client requires that you make timeous payment of your share of rent for Imade's current accommodation pending the purchase of a house in her name.

Furthermore, we are aware of a meeting of May 12, 2023 our Client had with your uncle, His Excellency, the Executive Governor of Osun State, Mr Ademola Adeleke and her uncle Mr. Dele Momodu. At the said meeting, our client was promised a house in Lekki Phase 1, Lagos State and the sum of Nineteen Million Naira (N19,000,000) being your share part of rent and including logistics to enable her move hers and Imade's properties from her current apartment into the new house. Notwithstanding their assurances, it has been over a week and these promises are yet to be fulfilled. However, our client wants the house in Imade's name through a trustee or her guardian and not in our client's name.

7. Transportation: Our client proposes that you provide SUV for the transportation of Imade. Alternatively, repair the old SUV for Imade's use. This is especially needful for her school runs and her other social engagements.

8. Insurance for the car: Flowing from Item 7 above, our client proposes a full insurance cover for the car with a reputable insurance company to be agreed.
9. Establishing a meaningful presence in your Child's life: It is essential for Imade to have a positive and consistent relationship with you, her father. Our client wishes to address a matter of utmost importance concerning the relationship between you and your daughter, Imade. It is with great concern that our client expresses her belief that immediate action must be taken to restore and enhance the bond that exists between you and Imade. It is crucial to prioritize the emotional well-being and development of your daughter, Imade, particularly during her formative years. Our client strongly urge you to consider undergoing therapy with Imade. This therapeutic intervention aims to foster understanding, communication, and mutual respect between you and your daughter, Imade, thus providing a solid foundation for a positive and loving father-daughter bond. The therapy sessions will provide both you and Imade with a safe and supportive environment to explore and address the underlying issues that have hindered your relationship thus far. By participating in this process with Imade, you will actively contribute to Imade's emotional development and ensure her well-being.
10. Child therapy: our client proposes a child therapy allowance for Imade. The cost of the therapy will be determined by a child therapist jointly selected by you and our client. Our client believes that this is necessary for Imade to properly process the traumatic loss of her brother and also help her cope with the absence of a consistent father figure in her life.
11. Legal Fees of N6,000,000 (Six million Naira). Our client proposes that you settle our legal expenses as her solicitors, for our legal services rendered to provide a structure for Imade's maintenance.
12. Lastly, our client wishes to bring to your attention regarding some statements made about her on social media platforms. It has come to our client's knowledge that you have been spreading some personal and private information about her, including the contents of a letter once sent to you, on social media. This amounts to a breach of privacy and confidentiality and has greatly harmed her personal and professional reputation. Such statements are even sometimes untrue and phrased in a way that makes social media users believe same to be true and these have caused significant distress and harm to her. Understandably, freedom of speech and expression are fundamental rights; however, they must be exercised responsibly and within the boundaries of the law. Breach of privacy and confidentiality, which includes disclosure of confidential and private statements about someone, is considered an unlawful act. It is important for you to be aware that the statements made by you on social media platforms constitute a clear violation of our client's privacy and confidentiality rights, causing irreparable damage to her personal and professional life. Our client hereby demand that you immediately cease and

desist from making any further statements about her personal and private information, including conversations and letters between the both of you on social media and/or any other public platform.

It is germane that we mention that our client's request above stem from your responsibility as a father to Imade and the need to provide for her in accordance with the living status which she is usually accustomed pursuant to the Child's Right Law of Lagos State.

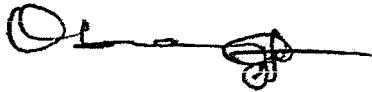
Kindly confirm that the above is agreeable so that we can prepare the Child Maintenance Agreement for parties' execution.

We sincerely hope that, through the collective efforts of you and our client, a safe and nurturing environment will be provided for Imade Adeleke continued upbringing.


We look forward to receiving a prompt and positive response from you. Please address any correspondence or queries to the undersigned. Your cooperation in this important matter is greatly appreciated.

Thank you.

Yours faithfully,  
**PUNUKA Attorneys and Solicitors**



**Sr. Lucy Ebuzoeme**  
Associate



**Ebelechukwu Eneidah**  
Partner

**Cc:**  
**Dr Adedeji Adeleke**  
No Esther Adeleke  
Lekki Phase 1

**Pacific Holdings Limited**  
100 Kudirat Abiola Way  
Oregun  
Lagos



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Managed by Mom 📱  
Email: realimadeadeleke@gmail.com  
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June 24  
OLUYEMI OLUNUGA  
Commissioner for Oaths





REALIMADEADELEKE

Posts



realimadeadeleke



Liked by thesophiamomodu and 35,012 others

realimadeadeleke Happy Children's day! can you guess who I am dressed as? #PlayingDressUp 😊

View all 343 comments

davido My twin



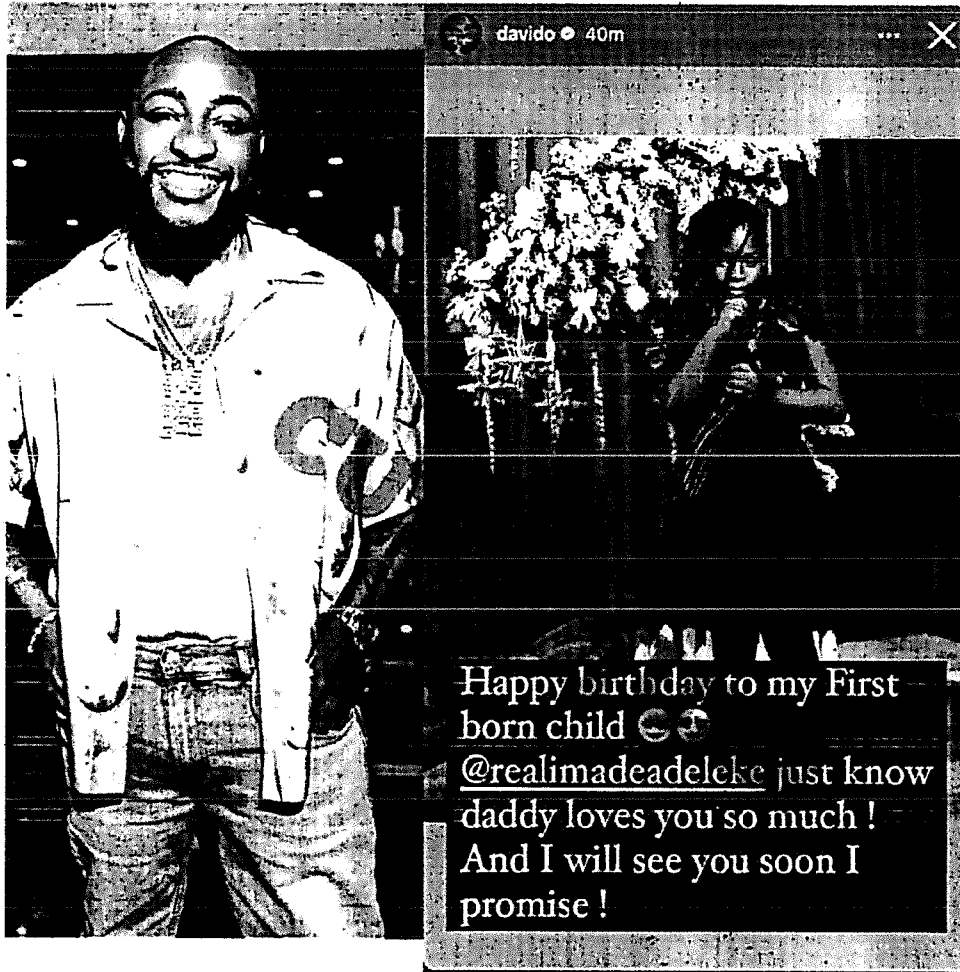
27 May 2020



14 May



cutie\_\_juls



1,530 likes

cutie\_\_juls "Daddy loves you so much and I promise will see you



davido

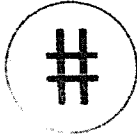
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AARE DR DELE MOMODU

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itsricitoo

It's Rici too

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R 15

All folders <v> <l> LE From: Lucy Ebuzoeme <x> child maintenance agre..FI

Print <x> Close

**RE: Urgent: Cease and Desist from threats - Potential Legal Consequences**

Lucy Ebuzoeme <l.ebuzoeme@punuka.com>

Mon 20/05/2024 12:42 PM

To: Olaniyi Arije & Co <info@olaniyiarijeandco.com>; Favour Irenen <f.irenen@punuka.com>  
Cc: Ebele Enedah <e.enedah@punuka.com>; Isioma Idigbe <i.idigbe@punuka.com>; Elizabeth Idigbe <e.idigbe@punuka.com>; Adeyinka Abdulsalam <a.abdulsalam@punuka.com>; Omobola Oladimeji <omobolaibukunoladimeji@gmail.com>; bfa@bfaandcolegal.com <bfa@bfaandcolegal.com>; niyiarije@yahoo.com <niyiarije@yahoo.com>

2 attachments (355 KB)

Final Letter to Mr David Adeleke for Child Maintenance April 2024.pdf; CHILD MAINTENANCE AGREEMENT - DAVID AND SOPHIA.docx;

Dear Mr Arije,

I hope this message finds you well.

Our attention has been drawn to the fact that you may not have received or seen the email sent on Wednesday, 24th April as seen below, containing the attached letter and agreement pertaining to the Child Maintenance.

For your convenience, we are reattaching the documents for your kind attention.

Please confirm receipt of the attached documents.

Best regards,

Lucy Ebuzoeme

Punuka Attorneys & Solicitors

International Law Center

Plot 45 Oyibo Adjarho Street

**HIGH COURT OF LAGOS STATE**  
Associate  
Date: \_\_\_\_\_  
OFFICE, YABA/SURULERE

OLUYEMI OLUNUGA  
Commissioner for Oaths

R 16

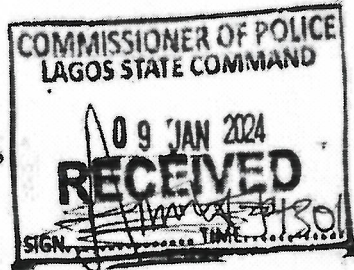
# TIWATOPE OMOLARA SAVAGE

Guiliano By Sujimoto, Banana Island, Ikoyi, Lagos State.

9th January, 2024.

The Commissioner of Police,  
The Nigeria Police Force,  
Lagos State Police Command,  
Ikeja.

Attention: O/C CP Special Squad 2,  
Ikeja.



Dear Sir,

**URGENT INTERVENTION REQUIRED- THREAT OF ASSAULT AND GRIEVOUS BODILY HARM BY MR. DAVID ADELEKE**

I am writing to bring to your attention a distressing situation involving myself, Tiwatope Omolara Savage, popularly known as Tiwa Savage and MR. DAVID ADELEKE popularly known as Davido.

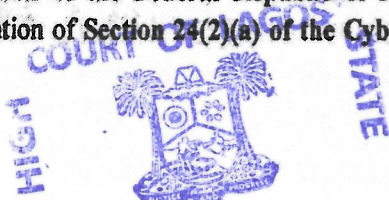
On the 23rd of December, I made a post which included myself and Sophia Momodu on my Instagram Story- a feature on Instagram which allows you to put up a post for twenty-four hours, and MR. DAVID ADELEKE sent messages to my manager who's also part of his management team that I shouldn't worry and should never say a word to him and that I was taunting him, uttering very disrespectful, malicious and derogatory words to my person.

I responded to MR. DAVID ADELEKE's message and told him not to reach out to me especially as I feel like I have been there for him and his daughter, Imade and more importantly when he lost his son.

The events of that day have also led to a barrage of calls and messages from our mutual connections, asking me what I did to MR. DAVID ADELEKE that he's upset that I choose to maintain a relationship with Imade's mother, Sophia Momodu who he's having issues with and also painting the exchange to look like I was the aggressor. He has also told our mutual connections to warn me to "becareful in Lagos because he was going to f\*\*k me up".

This is beginning to feel like some form of online and offline harassment not just to me but also members of my team.

The actions of MR. DAVID ADELEKE are unethical and can be viewed as a direct threat to my rights to life, privacy and dignity of my person as guaranteed in Chapter 4 of the Constitution of the Federal Republic of Nigeria 1999 (as amended), and are also in contravention of Section 24(2)(a) of the Cybercrime (Prohibition, Prevention, Etc.) Act, 2015.



Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
HIGH OFFICE, YABA/SURULERE

R16  
Sophia Momodu  
OLUYEMI OLUNUGA  
Commissioner for Oaths  
June 24

I therefore would like to make this complaint, and to state that in the event that anything untoward or harmful were to happen to me or any member of my family, I will like the members of the Nigerian Police Force to hold MR. DAVID ADELEKE responsible.

I am available to answer any questions or provide any additional information regarding this matter.

Please find attached screenshot images of the exchange between myself and MR. DAVID ADELEKE for your perusal.

Thank you in anticipation of your prompt response and attention to this matter.

Yours sincerely,



**TIWATOPE OMOLARA SAVAGE**

**Popularly Known as Tiwa Savage**

**IN THE HIGH COURT OF LAGOS  
IN THE LAGOS JUDICIAL DIVISION  
HOLDEN AT LAGOS**

**IN THE MATTER OF THE CHILD RIGHTS LAW 2015, LAWS OF LAGOS  
STATE, NIGERIA**

**IN THE MATTER OF THE CUSTODY OF MISS IMADE ADELEKE (MINOR)**

**SUIT NO: LD/1587PMC/2024**

**BETWEEN**

**MR DAVID ADEDEJI ADELEKE - APPLICANT**

**AND**

**MS SOPHIA MOMODU - RESPONDENT**

**CERTIFICATE OF IDENTIFICATION IN COMPLIANCE WITH SECTION 84 OF  
THE EVIDENCE ACT 2011 (AS AMENDED)**

I, **Sophia Momodu**, the Respondent, hereby state that I printed the following documents using the electronic device, the particulars of which are contained in the schedule hereunder:

1. Screenshots of my conversations with the Applicant.
2. Copies of the invoice for tuition fee
3. WhatsApp conversation with the Applicant's father.
4. Copies of receipts of my rental payments.
5. Copy of the Letter dated 14<sup>th</sup> September 2023
6. Copy of the school's email dated 5<sup>th</sup> January 2023 communicating its decision to refuse Imade entry into the school premises.
7. Copies of email from school and correspondence.
8. Evidence of payment of Car Hire Services paid to Mr Olalekan Odunlami
9. Registration documents of the car.
10. Letter dated July 14, 2023
11. Letter dated January 16, 2024.
12. Screenshots of the Respondent's conversation with the Applicant to which the Applicant hired and paid for the nanny's flight tickets from Dubai.
13. Letter dated June 6, 2023.
14. Screenshots of Imade's Instagram page operated by me.
15. Copy of the email of the Respondent's solicitors forwarding the Child Maintenance Agreement to the Applicant.
16. Copy of the Petition to the Police against the Applicant.

I also certify as follows:

- a.) That the contents of the document attached to this certificate emanated from the electronic device described in the schedule hereunder.
- b.) That the document was produced by the afore described electronic device during a period over which the said computer was used regularly to store or



process data and information for the purposes of activities regularly carried on over that period.

- c.) That over that period there was regularly supplied to the afore-described computer in the ordinary course of those activities, information of the kind contained in the statement or of the kind from which the information so contained is derived.
- d.) That throughout the material part of that period the afore described computer was operating properly or, if not that in any respect in which it was not operating properly or out of operation during that part of that period, it is not such as to affect the production of the letter of the accuracy of its contents.
- e.) That the information contained in the document reproduces or is derived from information supplied to the computer in the ordinary course of those activities.

**SCHEDULE**

Lenovo (T460) Laptop	F04R1AK
Operating System	[Windows 10 Enterprise Edition]
Application software	[Microsoft 365 Word for Business Application]
Printer information	HP LaserJet MFP M725 Device Model: CF067A Serial number [CNDVN18084]

Dated 25<sup>th</sup> day of June 2024.



**Sophia Momodu**



Sign: \_\_\_\_\_ Date: \_\_\_\_\_  
CASH OFFICE, YABA/SURULE