

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND**

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**FRED KWARTENG,**  
a/k/a KWESI KWARTENG,  
*Individually,*  
*Baltimore County, Maryland,*

**SECURE DATA CENTER / TRAVEL  
GHANA,**  
a/k/a SECURE DATA CENTER LLC, *and*  
a/k/a TRAVEL GHANA LLC,  
*Baltimore County, Maryland,*

*Plaintiffs*

v.

CASE NO. 26-2047

**SAMUEL OKUDZETO ABLAKWA**  
*Individually,*  
*8428 Lucerne Rd*  
*Randallstown, MD 21133,*

**THE REPUBLIC OF GHANA,**  
*Including its agents and representatives*  
*In their official capacities:*  
FOREIGN MINISTER  
SAMUEL OKUDZETO ABLAKWA, *and*  
THE EMBASSY OF  
THE REPUBLIC OF GHANA, *and*  
JOHN DRAMANI MAHAMA,  
*President of the Republic of Ghana,*  
*c/o The Embassy of the Republic of Ghana*  
*3512 International Drive NW*  
*Washington, DC 20008*

*Defendants.*

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Jury trial prayed.

**FIRST AMENDED COMPLAINT FOR THE PURPOSE OF CORRECTING  
SCRIVENER ERROR IN CAPTION BEFORE SERVICE OF SUMMONS**

NOW COMES, Fred Kwarteng, in his individual capacity, and Secure Data Center /  
Travel Ghana, also known as Secure Data Center LLC and Travel Ghana LLC, by and through

their attorney, E. L. Reid, Esq., and the Law Firm of E. L. Reid, LLC for this Original Complaint alleging the claims set forth herein which are based upon information and belief of the Plaintiffs, and information and belief pursuant to the investigation of counsel.

## **I.**

### **NATURE OF THE ACTION**

1. Plaintiffs seek money damages for per se defamation, false light invasion of privacy, fraudulent misrepresentation, intentional and negligent infliction of emotional distress, breach of contract by fraudulent misrepresentation, intentional interference with contract, violation of the duty of good faith and fair dealing in contracts, interference with freedom to do business in the U.S., unjust enrichment, extortion and torture by threat of persecution, conspiracy to effect targeted refolement, and related violations of the laws of nations, and international treaties and agreements caused by Defendants' acts and omissions in furtherance of their own organizational commercial interests, and their own personal commercial interests.

2. These claims arise from contract disputes which have become torts.

3. Although these tort claims are made by both an individual against an individual, and businesses against a governmental organization, their agency and their representatives in their official capacity, they all arise out of substantially the same occurrences, facts, and circumstances and should be considered together.

4. Defendants include a foreign state within the meaning of the Foreign Sovereign Immunities Act (FSIA), and no immunity applies because the claim falls within the tort exception, the commercial exception, and/or another applicable exception under 28 U.S.C. § 1605.

5. Act 148, The Diplomatic Relations Act, 1962 (herein referred to as “Act 148”) applies to diplomatic and consular relations between the United States and the Republic of Ghana.

6. Act 148 gave effect to the Vienna Convention on Diplomatic Relations (herein referred to as “the Vienna Convention”) which was signed on behalf of the government of the Republic of Ghana (herein after referred to as “Ghana”) on April 18, 1961 in Vienna.

7. The United States of America (herein referred to as “the U.S.”) signed the Vienna Convention on April 24, 1970.

8. Ghana expressly waived their sovereign immunity under the Vienna Convention on the narrow grounds of the commercial exception when, in Act 148, Ghana authorized the mission of the Embassy of the Republic of Ghana in the U.S. (herein referred to as “the Embassy”) and included permission for the Embassy to engage in commercial conduct and to support the commercial activities of Ghanaians.

9. Plaintiff Fred Kwarteng, is an alien within the meaning of the Alien Tort Statute (ATS) (herein referred to as “ATS”), also referred to as the Alien Tort Claim Act (ATCA).

10. The defendants committed multiple torts which violate the laws of nations, and the claim has a sufficient U.S. nexus under the current ATS extraterritoriality doctrine, including domestic conduct, domestic decision-making, U.S.-based assistance, and other substantial U.S. contacts.

11. Plaintiff is entitled to relief under the ATS and applicable federal common law.

12. Defendants include a foreign individual, Samuel Okudzeto Ablakwa, in his personal capacity, who also happens to enjoy broad diplomatic immunity but only for conduct

within the scope of his duties serving his country and the mission of his country, the Republic of Ghana, and its people.

13. Fraudulent misrepresentation, torture, unjust enrichment, extortion and torture by threat of persecution, conspiracy to effect or threaten targeted refolement, and other violations of international treaties are types of misconduct that are outside the scope of diplomatic duties, against the laws of nations, against *jus cogen* international law, and may subject a person with diplomatic immunity to a waiver of those rights.

14. A legislator in the Parliament of the Republic of Ghana (herein referred to as “Parliament”) under Ghana’s Constitution of 1992 and Amendments through 1996 (herein referred to as “Ghana’s Constitution”) may have his rights under Ghana’s Constitution waived or abridged under Chapter 10, Part IV Privileges and Immunities.

15. Official representatives with the power to act on behalf of Ghana, including Defendant President John Dramani Mahama (herein after referred to as “President Mahama”) and his appointed Foreign Minister, Samuel Okudzeto Ablakwa (herein after referred to as “Foreign Minister Ablakwa”), have made no efforts to disavow, rescind, or to remedy this misconduct.

16. Instead of disavowing the commercial acts of Ghana and its public officials under his administration, President Mahama has doubled down by approving publicly of the fraudulent and tortious activities, as alleged herein, of his appointed Foreign Minister, thus ratifying those actions.

## **II.**

### **JURISDICTION AND VENUE**

#### **Foreign Sovereign Immunity Act (FSIA)**

17. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 16 as if fully set forth herein.

18. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1330(a), 1350, and 1331, and under the Foreign Sovereign Immunities Act, 28 U.S.C. §§ 1602–1611, because Defendant is a foreign entity, and is not entitled to sovereign immunity with respect to the claims asserted herein.

19. Ghana and the Embassy are a “foreign state” and an agency or instrumentality of a foreign state, respectively, within the meaning of 28 U.S.C. § 1603.

20. This Court has personal jurisdiction over Defendants because an exception to immunity applies under 28 U.S.C. § 1605, including, as applicable, the tort exception, 28 U.S.C. § 1605(a)(5), and the commercial activity and waiver exceptions.

#### **Alien Torts Statute**

21. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 20 as if fully set forth herein.

22. Jurisdiction is proper in this District under 28 U.S. Code § 1350 because Mr. Kwarteng, a natural person living in the United States, is a national of Ghana, has suffered civil wrongs that are cognizable under Maryland tort law, and which constitute a breach of the law of nations and one or more international treaties of the United States by the Defendants, and unnamed other coconspirators who have yet to be unmasked in this court.

23. This District is the only and most appropriate choice for the issues material to this matter, and international comity based on mutual respect, goodwill, and the expectation of reciprocity, suggest it should be litigated in the place where the torts occurred.

24. The harms suffered had a direct effect on the rights of persons and businesses in Maryland, in the United States, which international peremptory norms, *jus cogens*, related to labor relations insists should be prosecutable in the courts of the jurisdiction where the torts occurred.

25. The harm created by the Defendants affected foreign-born employees of the Plaintiff businesses, as well as harming Mr. Kwarteng.

26. The actions of Mr. Ablakwa directly affected Mr. Kwarteng for all damages alleged herein under the ATS.

27. Mr. Ablakwa is jointly and severally liable with all other Defendants in this case, including yet to be named co-conspirators, because he orchestrated and participated fully in the defamation and fraudulent misrepresentation of issues material to his public claims against Mr. Kwarteng with knowing or reckless disregard for the truth.

28. Mr. Ablakwa is a member of Parliament and a Minister on behalf of Ghana and therefore is subject to Ghana's Constitution and its waiver of privileges and immunities in cases of defamation of any person in course of his public duties to the people of Ghana.

29. As a civil servant, and member of Parliament, Mr. Ablakwa's privileges and immunities may be suspended for the duration of the session unless he renders a public apology to the offended person(s).

30. Ghana's Constitution requires that any member of Parliament found to have defamed any person, may be subject to these penalties if they do not render a public apology with the same prominence as the first reported defamatory statements were published.

31. Maryland common law on defamation has combined the torts of slander and libel so much that they have no important difference or effect under the civil laws under its jurisdiction.

32. All other torts alleged by Mr. Kwarteng are related to and stem from the defamatory acts of Mr. Ablakwa.

### **Venue**

33. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 32 as if fully set forth herein.

34. Secure Data Center / Travel Ghana, Secure Data Center LLC, and Travel Ghana LLC, at all relevant times, operated out of a facility in Gaithersburg, Maryland which was also the principal place of business and headquarters of those related entities.

35. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this District, and property at issue, as noted, is located in this District.

36. Venue is proper in this District under 28 U.S.C. § 1391(c)(2) because an entity with the capacity to sue and be sued in its common name, Secure Data Center LLC and Travel Ghana LLC, under applicable law, is deemed to reside in this District, are plaintiffs, and the principal place of business, as noted, is located in this District.

37. Venue is proper in this District under 28 U.S.C. § 1391(c)(3) because a defendant who does not reside in the United States may be sued in any judicial district, and the joinder of

such a defendant shall be disregarded in determining where the action may be brought with respect to other defendants. All defendants in this case are foreign persons or entities.

38. Venue is otherwise proper under 28 U.S.C. § 1391(f)(1) because a substantial part of the events or omissions giving rise to the claim occurred in this District, and a substantial part of the property that is subject of the action is situated in this District.

### **III.**

#### **PARTIES**

##### **Plaintiff Fred Kwarteng**

39. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 38 as if fully set forth herein.

40. Plaintiff Fred Kwarteng (herein referred to as “Mr. Kwarteng”) is a natural person residing in Baltimore County, Maryland.

41. Mr. Kwarteng resided in Maryland at all pertinent times to this complaint.

42. Mr. Kwarteng possesses advanced knowledge and expertise in information communications and technology, payment systems, and cyber security and this is his chosen profession and the way that he makes his living.

43. Mr. Kwarteng began working at the Embassy during the tenure of Ambassador Agyekum in 2013 as an information technology professional.

44. In 2015, Ambassador Gen. Henry Smith endorsed Mr. Kwarteng’s work at the Embassy and solidified his role as an IT professional at the Embassy.

45. April 7, 2016, Ambassador Asare-Asiedu offered Mr. Kwarteng a temporary appointment as an Information/Communication and Technology (ICT) Officer (Executive

Officer) subject to the conditions of service of Locally Recruited Staff under the Vienna Convention, and pursuant to the instructions in his appointment.

46. December 12, 2016, Ambassador Asare-Asiedu offered Mr. Kwarteng another temporary appointment of the same nature and conditions.

47. March 15, 2017, Ambassador Asare-Asiedu offered Mr. Kwarteng another temporary appointment of the same nature and conditions.

48. May 12, 2017, Ambassador Asare-Asiedu offered Mr. Kwarteng another temporary appointment of the same nature and conditions.

49. Mr. Kwarteng continued to work on behalf of the Embassy helping them with their information communication and technology, payment systems, and cyber security issues until the events leading to this case.

50. Mr. Kwarteng enjoyed some privileges and immunities related to his employment both paid and voluntary with the Embassy, but this was only at the lowest levels under the Act 148, the Diplomatic Relations Act of 1962, and the Vienna Convention.

**Secure Data Center / Travel Ghana, Secure Data Center LLC, and Travel Ghana LLC**

51. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 50 as if fully set forth herein.

52. Fred Kwarteng is the sole owner of Secure Data Center LLC (herein referred to as “SDC LLC”) and Travel Ghana LLC (herein referred to as “TG LLC”), two limited liability corporations established, registered, and in good standing in Maryland.

53. SDC LLC was established in 2023.

54. From 2023 until the time of the official establishment of TG LLC, Mr. Kwarteng used the name “Travel Ghana” as a *doing business as* name.

55. Sole proprietors using an informal *doing business as* name is typical of pilot businesses created by promoters hoping to later establish them as LLCs or other corporate forms.

### **The Contract**

56. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 55 as if fully set forth herein.

57. From January 1, 2023 to May 2025, Travel Ghana / Secure Data Center (referred to herein as “TG /SDC”) had a commercial contract (herein referred to as “the Contract”) with the Embassy, signed by Ambassador Hajia Alima Mahama on January 1, 2023.

58. The Contract concerned conduct, which was agreed to be performed in the State of Maryland, at a facility designed and approved for the purpose of carrying out that conduct, where the conduct subject to the contract was carried out and effectuated, and whose principal place of business and headquarters was in Maryland.

59. TG LLC was established in 2025 in furtherance of this contract and the Embassys mission.

60. SDC LLC and TG LLC were created by Mr. Kwarteng from his knowledge, expertise, and experience working in the field of information communications and technology, payment systems, and cyber security.

61. During the time that Mr. Kwarteng was creating SDC LLC and TG LLC, he was also an IT Officer for the Embassy, working on these projects with permission from his superiors and with their encouragement and support.

62. Mr. Kwarteng acted as a promoter, taking on the cost and trials of creating the systems outside of the Embassy’s premises when he piloted these businesses at a facility in

Maryland on behalf of the Embassy, and he did so with the encouragement, ratification, and permission of the Embassy, and Embassy officials.

63. The Embassy was not capable of supporting the workers that they needed to improve their information communications and technology, payment systems, and cyber security problems, and without Mr. Kwarteng's support both as an employee *and* as a promoter, and later a business owner, the problems solved by Mr. Kwarteng and his businesses would have persisted and would have impaired the Embassy's ability to continue to faithfully and safely provide services to the people of Ghana, as was its mission, or to other countries that relied on their services.

64. The Contract was more than fair and reasonable and with it SDC / TG took on all the risks and expenses of providing the services detailed therein.

65. The Contract provided adequate remedies that any party dealing in good faith would not have to breach the Contract in order to escape its obligations.

**Samuel Okudzeto Ablakwa**

**Privileges and Immunities Waived**

66. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 65 as if fully set forth herein.

67. Defendant Mr. Ablakwa affirmatively waived his privileges and immunities under the Vienna Convention when he chose to act under the color of law to subvert his duties to the people of Ghana, in the commission of a fraud involving the scapegoating of Mr. Kwarteng and his businesses, for personal gain and unjust enrichment, for the purpose of carrying out corrupt acts, including in furtherance of increasing the value of his and his coconspirators personal investments, political futures, and relatedly, future opportunities for corruption.

68. Defendant Mr. Ablakwa acted with knowing or reckless disregard of the effects his misconduct had on Mr. Kwarteng and his businesses, and the foreign-born employees of his businesses.

69. Defendant Mr. Ablakwa participated in commercial activities within the United States that were not officially sanctioned or sanctionable state acts, or in furtherance of any official duties, but instead committed for personal gain, including: the favorable acquisition of properties other than his principle residence, reportedly in California and Texas, and acquisitions of substantial property in Ghana; investments in gold and in the stock market; and political gain for himself and his party members by subverting his mission and the mission of the Embassy, and perverting his role by making categorically unfounded public pronouncements that defamed the Plaintiffs.

70. Defendant Mr. Ablakwa defamed Mr. Kwarteng, and fraudulently misrepresented Mr. Kwarteng's conduct to the public, with a global reach, so much so that it could be considered global defamation, and the defamatory statements spread like wildfire all over the internet, sparking rumors and speculation and damaging Mr. Kwarteng's reputation immediately.<sup>1</sup>

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<sup>1</sup> Samuel Okudzeto Ablakwa, *Samuel Okudzeto Ablakwa's Post*, FACEBOOK (May 26, 2025), <https://www.facebook.com/100044132469084/posts/1239225200891884/>; James Amoh Junior, *Foreign Affairs ministry Uncovers Visa Fraud at Washington Embassy; Staff recalled*, GHANA NEWS AGENCY (May 26, 2025), <https://gna.org.gh/2025/05/foreign-affairs-ministry-uncovers-visa-fraud-at-washington-embassy-staff-recalled/>; William Narh, *IT Officer Fired, Embassy Shut Down Amid Visa Fraud At Ghana's D.C. Mission*, CHANNEL ONE TV (May 26, 2025), <https://channelonenewsonline.com/2025/05/26/it-officer-fired-embassy-shut-down-amid-visa-fraud-at-ghanas-d-c-mission/>; Kandiss Edwards, *Ghana Shuts Down Its Embassy over Visa and Passport Scandal*, BLACK ENTERPRISE (May 26, 2025), <https://www.blackenterprise.com/ghana-embassy-fraud-washington-d-c/>; *Ablakwa sacks Mr. Fred Kwarteng from Ghana's embassy in Washington DC*, GHANA NEW ONLINE (May 26, 2026), <https://ghananewsonline.com.gh/ablakwa-sacks-mr-fred-kwarteng-from-ghanas-embassy-in-washington-dc/>; *Washington DC Embassy Saga: The Minister of Foreign Affairs, Samuel Okudzeto Ablakwa reveals that former US Ambassador Hajia Alima Mahama signed an indefinite contract with Fred Kwarteng*, TWITTER (X) (May 26, 2025), [https://x.com/tv3\\_ghana/status/1938316635342832083](https://x.com/tv3_ghana/status/1938316635342832083); *Ghana's Washington Embassy Caught in Sting*, THE AFRICA REPORT (May 26, 2025), <https://www.theafricareport.com/384779/ghanas-washington-embassy-caught-in-sting-after-5-year-million-dollar-visa-scam/>; *Samuel Okudzeto has sacked Fred Kwarteng from Ghana's embassy in Washington, DC. (Fred Biography)*, GHANASKY (May 27, 2025), <https://ghanasky.com/samuel-okudzeto-has-sacked-fred-kwarteng/>; *How staff of Ghana's Washington embassy were dismissed, others suspended over corruption scandal*, DLNEWS (May 27, 2025), <https://dennislawnews.com/article/how-staff-of-ghana-s-washington->

### **Foreign Minister Samuel Okudzeto Ablakwa**

71. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 70 as if fully set forth herein.

72. In furtherance of the fraudulent misrepresentation and all other torts alleged herein, Mr. Ablakwa used his official position as Foreign Minister of Ghana to assert control over the issues, and to bolster his claims by attempting to cloak them in the shield of public duties to the people of Ghana.

73. Mr. Ablakwa's representation of the Embassy's investigations was a fraud upon the public, the global public and the public in the U.S. and in Maryland, that harmed Mr.

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[embassy-were-dismissed--others-suspended-over-corruption-scandal-; Fred Kwarteng denies wrongdoing at Ghana Embassy in Washington, says officials approved his tech initiatives](#), CHANNEL 3 NEWS (May 30, 2025), <https://3news.com/news/fred-kwarteng-denies-wrongdoing-at-ghana-embassy-in-washington-says-officials-approved-his-tech-initiatives>; *Biography of Fred Kwarteng – IT staff member at Ghana's Embassy in Washington, D.C dismissed by Samuel Okudzeto Ablakwa*, GHANA REGIONS (June 13, 2025), <https://ghanaregions.com/biography-of-fred-kwarteng/>; (Video) *Parliament of Ghana: Comprehensive Update on Recent Developments of Ghana's Diplomatic Mission in Washington, D.C., USA*, PARLIAMENT OF GHANA (June 18, 2025), <https://www.parliament.gh/floor?dis=108>; *Suspect Fred Kwarteng was earning \$1.8m annually for courier services alone, with total earnings reaching \$4.8m a year*, YOUTUBE, Ghana Parliament, (June 18,2025), <https://www.facebook.com/citi973/videos/ghana-washington-dc-embassy-scandal-suspect-fred-kwarteng-was-earning-18m-annual/735460622269070/>; (Video) *Fred Kwarteng was Earning 18 Million Annually*, CITI NEWS (June 18, 2025), <https://www.facebook.com/citi973/videos/ghana-washington-dc-embassy-scandal-suspect-fred-kwarteng-was-earning-18m-annual/735460622269070/>; *Embassy Scandal: Ablakwa details how Fred Kwarteng made \$4.8m yearly by 'illegally' redirecting clients*, GHANA WEB (June 18, 2025), <https://www.ghanaweb.com/GhanaHomePage/NewsArchive/Embassy-Scandal-Ablakwa-details-how-Fred-Kwarteng-made-4-8m-yearly-by-illegally-redirecting-clients-1988482>; *Embassy Saga: 'It can't be true' – Alima Mahama challenges Ablakwa's 'Kwarteng made \$4.8m annually' claim*, GHANA WEB (June 24, 2025), <https://www.ghanaweb.com/GhanaHomePage/NewsArchive/Embassy-Scandal-039-It-can-t-be-true-039-Alima-Mahama-challenges-Ablakwa-s-039-Kwarteng-made-4-8m-annually-039-claim-1989029>; *I Have Never Seen This Before*, GHANA METRO NEWS (June 26, 2025), <https://www.facebook.com/metrotvgh/videos/ghana-us-embassy-saga-i-have-never-seen-this-before-a-contract-in-perpetuity-wit/1392457848658089/>; *Foreign Affairs Minister Samuel Okudzeto Ablakwa condemns 'unconscionable and unauthorized' Fred Kwarteng contract 'in perpetuity'*, GRAPHIC.COM.GH (June 27, 2025), <https://www.graphic.com.gh/news/general-news/ablakwa-former-ambassador-signed-endless-contract-with-embassy-it-officer.html>; *Ghana closes Washington, D.C. embassy over alleged visa scam*, MSN.COM (July 27, 2025), <https://www.msn.com/en-us/news/world/ghana-closes-washington-dc-embassy-over-alleged-visa-scam/ar-AA1FAnPa?ocid=BingNewsVerp>; *Kofi Tonto, Washington Embassy scandal: Fred Kwarteng is a bad boy – Kofi Tonto alleges*, YOUTUBE (June 30, 2025), <https://www.youtube.com/watch?v=bNhOYtY47Q0>.

Kwarteng's businesses and future earnings, and interfered with a lawful, enforceable, and a not unconscionable contract.

74. Mr. Ablakwa conducted no follow-up investigation before making allegations based on very little evidence, and allegedly no evidence at all, when he attributed Mr. Kwarteng to multiple website domain names that Mr. Kwarteng does not own, has never owned, and did not know existed.

75. Mr. Ablakwa abandoned his duties to the people of Ghana, to international comity, and *jus cogens* when he misrepresented the findings of the Embassy's investigations to the public.

76. Mr. Ablakwa and Embassy investigators had ready access to knowledge and information that the Embassy website was administered by ECM Global, at the direction of the Embassy and not Mr. Kwarteng, and that Mr. Kwarteng had no access to the website with which the fraudulent links and pop-ups had been displayed.

77. Mr. Ablakwa and Embassy investigators had ready access to knowledge and information about website domain registration and ownership process, and it is common sense to inquire into that ownership before making any criminal accusations about their alleged owners.

78. Mr. Ablakwa and Embassy investigators did not follow up with Mr. Kwarteng when investigating their claims against him, nor give him any evidence of the claims against him to review or to refute and substantively denied him due process.

79. By Mr. Kwarteng's information and belief, at least one Embassy investigator refutes the contents of the investigations of Mr. Kwarteng as presented to the public by Mr. Ablakwa, going so far as to say that it was not what they found at all.

80. Under Mr. Ablakwa's leadership on this issue, the accusations that were revealed to Mr. Kwarteng were so thin as to be unverifiable without further evidence and cited information from "website archives" that Mr. Kwarteng was never given the chance to review or refute.

81. Mr. Ablakwa's tortious conduct was so extreme as to put Mr. Kwarteng in fear for his life, and in fear of being targeted for refolement back to Ghana where he reasonably assumed he would be persecuted because of Mr. Ablakwa's defamatory assertions to the global public.

82. Mr. Ablakwa's tortious conduct was so extreme that Mr. Kwarteng's businesses faltered and his employment prospects became almost obsolete.

83. Mr. Ablakwa knowingly misrepresented Mr. Kwarteng's business earnings when he announced an estimate that was so elementary it could have been generated by artificial intelligence (AI) with a simple suggestive prompt and very little information.

84. Mr. Ablakwa's understanding and knowledge about contract law was either so incomplete that his public statements regarding the Contract with the Embassy were in reckless disregard of the truth, or, in the alternative, he knew what he was saying was untrue when he said it.

85. Mr. Ablakwa's fraud upon the public which harmed Mr. Kwarteng should not be considered within his official duties, and in the alternative, if they were, they should be considered an abuse of those duties to the public and the people of Ghana, and to the people of the U.S., including the State Department which coordinates with an Embassy at anytime when it must be shut down for any reason including routine matters and public holidays.

**The Embassy of the Republic of Ghana in the United States, and the Republic of Ghana,  
and President John Dramani Mahama**

86. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 85 as if fully set forth herein.

87. In furtherance of fraudulent misrepresentation and all other torts alleged herein, Mr. Ablakwa used his official position as Foreign Minister of Ghana and his resulting influence over the Embassy.

88. Mr. Ablakwa was appointed Foreign Minister by President Mahama, and any suit against a country for their misconduct is a suit against their President.

**IV.**

**CO-CONSPIRATORS**

89. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 88 as if fully set forth herein.

90. Various other people, firms, corporations and associations, both formal and informal, and not yet named, have participated in the violations alleged herein and have performed acts and made statements in furtherance thereof.

**VII.**

**DEFENDANT SAMUEL OKUDZETO ABLKWA INDIVIDUALLY**

**COUNT 1**

**Fraudulent Misrepresentation**

91. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 90 as if fully set forth herein.

92. Mr. Ablakwa's statements were fraudulent and material misrepresentations about Mr. Kwarteng and his businesses as described supra.

93. Mr. Ablakwa's statements were not opinion or puffery or protected by any official privileges or immunities as described herein.

94. Mr. Ablakwa intended for his statements to induce the reliance of the public in the U.S. and in Ghana, of Ghana and Ghanaian officials, and of U.S. officials. This is demonstrated by his announcement of the closing of the Embassy at the same time as he disclosed the "investigations" into Mr. Kwarteng to the public, as described herein.

95. Mr. Ablakwa's statements as described supra are provably false, and could have easily been disproved with very little effort.

96. The Embassy, U.S. officials, the public and public officials discussed herein justifiably relied on those statements because Mr. Ablakwa shielded his misconduct with his official position and denied the public and Mr. Kwarteng access to the information that Mr. Ablakwa allegedly relied on when making his remarks.

97. As a result of the false and defamatory statements made by Mr. Ablakwa, Mr. Kwarteng suffered damage to his reputation and his earning capacity as alleged already herein and supra, thereby suffering an immediate loss of prospective income.

98. Mr. Kwarteng's damages were foreseeable and therefore proximately caused by Mr. Ablakwa.

WHEREFORE, Plaintiff demands compensatory and punitive damages, plus interest and costs.

## **COUNT 2**

### **Defamation**

99. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 98 as if fully set forth herein.

100. The substance and meaning of Mr. Ablakwa's statements was defamatory to Mr. Kwarteng.

101. Mr. Ablakwa's defamatory statements were provably false and not puffery or opinion.

102. Mr. Ablakwa's omissions were equally damning and deliberately calculated to defame Mr. Kwarteng because there was information and reports not disclosed to the public that plainly contradicted Mr. Ablakwa's statements to the public, and in fact, proved them wrong.

103. Mr. Ablakwa's statements were false statements, misdirection, lies and omissions were calculated to harm Mr. Kwarteng's ability to feel safe anywhere in the world, and particularly in the U.S. and in Ghana, and to make him afraid of persecution in Ghana if he were forced to return.

104. Any opinions made by Mr. Ablakwa related to the Mr. Kwarteng implied knowledge of facts that were not true thus constituting false assertions.

105. Mr. Ablakwa's statements were more than inaccurate, they were unsupported by the truth which was within his reach.

106. Mr. Ablakwa's statements were of and concerning Mr. Kwarteng specifically.

107. Mr. Ablakwa's statements were published to the public in multiple forums, not just in Parliament.

108. Mr. Ablakwa's statements were provably false.

109. Mr. Ablakwa reasonably could have anticipated the republication of his false statements about Mr. Kwarteng.

110. Mr. Ablakwa's statements show actual malice as alleged herein.

111. Mr. Kwarteng was a limited-purpose public figure for his role at the Embassy and for his role as a businessman and expert in information communications and technology, payment systems, and cybersecurity.

112. Mr. Ablakwa, as a diplomat, was an all-purpose public figure.

113. Mr. Ablakwa's statements were not prepared in anticipation of a judicial proceeding, as is evidenced by the lack of follow-up. They were prepared for the purpose of scapegoating Mr. Kwarteng as the reason for needing to close the Embassy, and for creating cover for the real culprits who placed suspicious links to suspicious web domains on the Embassy website.

114. False statements by public officials in furtherance of official corruption, and to hide the crimes of others, are never in furtherance of the public interest and therefore cannot be privileged.

115. Abuse of privilege is a question for the jury.

WHEREFORE, Plaintiff demands compensatory and punitive damages, plus interest and costs.

### **COUNT 3**

#### **Intentional Interference with freedom to contract**

116. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 115 as if fully set forth herein.

117. Mr. Ablakwa's statements were deliberately calculated to interfere with Mr. Kwarteng's business interest and ability to freely contract in the U.S.

118. Mr. Ablakwa reasonably could have known that his statements would cause the Embassy and Ghana to ratify the separation of Mr. Kwarteng from his long association with the Embassy.

119. As already alleged, Mr. Ablakwa's statements caused Mr. Kwarteng foreseeable damages related to earning capacity in the U.S. where he resides.

WHEREFORE, Plaintiff demands compensatory and prospective damages, plus interest and costs.

#### **COUNT 4**

##### **False Light Invasion of Privacy**

120. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 119 as if fully set forth herein.

121. Any statements made by Mr. Ablakwa in furtherance of his fraudulent misrepresentation of Mr. Kwarteng's conduct which were not completely defamatory, were calculated to put a false light onto his activities, and to further the reliance and justifiable reliance of the public on his defamatory comments which harmed Mr. Kwarteng.

WHEREFORE, Plaintiff demands compensatory and punitive damages, plus interest and costs.

#### **COUNT 5**

##### **Intentional Infliction of Emotional Distress**

122. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 121 as if fully set forth herein.

123. Mr. Ablakwa's conduct was intentional, reckless, and in deliberate disregard of a high degree of probability that emotional distress would result to Mr. Kwarteng.

124. The aforesaid conduct of Mr. Ablakwa was extreme and outrageous and beyond the bounds of decency in society.

125. The conduct of Mr. Ablakwa's agents and assigns was malicious, willful, and intentional.

126. As a foreseeable result of aforesaid conduct, acts and omissions by Mr. Ablakwa, Mr. Kwarteng suffered, and will continue to suffer, severe emotional distress.

WHEREFORE, Plaintiff demands compensatory, punitive damages, and special damages, plus interest and costs.

### **COUNT 6**

#### **Unjust Enrichment**

127. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 126 as if fully set forth herein.

128. After the Embassy was reopened, just a few days after Mr. Ablakwa made his defamatory statements about Mr. Kwarteng, other companies similar to Mr. Kwarteng's were allowed to continue operating as they had before and to reap the financial benefit of Mr. Kwarteng and his businesses public humiliations.

129. Despite Mr. Ablakwa's assertions that the services could have been provided by the Embassy, the actual outcome proved this assertion was not just false but made in bad faith and with disregard to its effect on Mr. Kwarteng.

130. Mr. Ablakwa gained notoriety that he otherwise would not have enjoyed without his defamatory and fraudulent conduct which could necessarily lead to further employment as a public official and the power and control to direct services of the Embassy to his preferred

contractors, as was demonstrated by the continued operation of substantially similar service providers after the Embassy reopened.

131. Mr. Ablakwa's assertion that the Embassy could have profited in place of Mr. Kwarteng was therefore proven wrong almost immediately when the Embassy had to continue to rely on other service providers substantially similar to Mr. Kwarteng's businesses.

132. Mr. Ablakwa's coordination of the shut down of the Embassy was part of a pattern of conduct calculated to benefit himself as demonstrated by a secret agreement struck just a few months later with the U.S. to "repatriate" West African citizens. This secret agreement was never ratified by the Parliament of Ghana or the U.S. Congress and its contents are shielded in secrecy. Allegations about the unjust enrichment created by this secret agreement are so serious that there is litigation ongoing in Ghana brought by Ghanaian refugees who claim refoulement rather than repatriation, and who claim inhumane and tortious prison conditions.

133. Mr. Ablakwa's actions were calculated to remove Mr. Kwarteng or to put him in fear of removal to Ghana, where prison conditions are so poor that he fears he will not be able to get the medical care that he needs, and would be left to die or suffer irreparable medical damages with little to no due process.

134. The removal of Mr. Kwarteng from the Embassy is in reality the removal of a civil servant who has championed transparency and efficiency at the Embassy and the safe and secure handling of consular and diplomatic relations. This benefits Mr. Ablakwa by removing barriers to corrupt practices and opaque processes, like returning to money orders and cash instead of relying on the safer payment processing methods and mailing safeguards that Mr. Kwarteng created and championed.

WHEREFORE, Plaintiff demands judgement plus interest and costs, and any and all other relief to which this Court finds him entitled and as justice so requires.

**VIII.**

**DEFENDANTS THE REPUBLIC OF GHANA, AND ITS REPRESENTATIVES AND AGENCIES: THE FOREIGN MINISTER SAMUEL OKUDZETO ABLAKWA FOR THE EMBASSY OF REPUBLIC OF GHANA IN THE UNITED STATES, THE EMBASSY OF GHANA IN THE UNITED STATES, AND THE PRESIDENT OF GHANA, JOHN DRAMANI MAHAMA**

135. Plaintiff repeats and realleges the allegations contained in paragraph 1 through 134 as if fully set forth herein.

136. In ratifying Mr. Ablakwa's misconduct and failing to review, recant, or refuse to comply with Mr. Ablakwa's schemes, the Republic of Ghana and its representatives and agencies have aided and abetted his crimes and are vicariously liable for his actions.

137. By failing to sanction Mr. Ablakwa or to investigate his misstatements, the Republic of Ghana and its representatives and agencies are vicariously liable for his actions.

WHEREFORE, Plaintiff demands judgement plus interests and costs, compensatory and punitive damages, plus interest and costs, and special damages.

**JURY DEMAND**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiff hereby demands a jury trial on all issues so triable.

Dated: May 24, 2026

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