

REZA EBRAHIM states the following:

1.

I am an adult male with identity number 7405255147088 residing at 111 Luneville Road, Goldwater, Port Elizabeth. I am self-employed as Sole Proprietor of Cream Car Wash situated at 158 Heugh Road, Walmer, Port Elizabeth. My contact details are 0837161495, rz.ebrahim@gmail.com

2.

Roundabout January 2015 I received a call from Mr Roland Williams with contact number 0794900009. I was not on a familiar capacity with him, even though we were Facebook friends, so I was quite surprised when I received the call from him. Roland asked me if I was looking for something more permanent and told me that he knew that there was a position available, which I would be suitable for. We set up a meeting and I met with him at his office at Kwantu Towers, Communications Directorate, 6th Floor, Govan Mbeki Avenue, Central, Port Elizabeth Stopped at 10:27 Mr R Ebrahim requested a suspension to speak to his attorney.

3.

On Thursday 2020-08-20 at 11:32 Captain Brown started completing a Section 204 form in terms of the Criminal Procedure Act 51 of 1977. I hereby continue with this statement without any influence and out of my own free will.

4.

I would like to refer to Paragraph 2 of this statement, whereby Roland Williams said that he knew that there was a position available with one of his suppliers. This, Roland told me during the meeting he set up with me and where we met at his office. I would like to mention that my wife and I were invited to a birthday party, which was at Georgiou's by Roland. Their criteria were that they would invite people with whom both of them were Facebook friends. I think this happened in August 2014. We were surprised to be invited because we were not actual friends. Jane Stevenson, a friend of mine, called me to ask if I had also received this invitation as she was also going attend and wanted to be seated with us. We also were invited to drinks at his house a

few months later, which we attended and then we didn't accept any further invitations from him.

5.

At the first meeting I had with Roland Williams, which was in January 2015, he basically said to me that there was this company, who won this tender, to supply his directorate with media services. He went on to explain the scope of services. He said the company's name was Mohlaleng Media. He said that they needed a GM (General Manager) and I was a perfect candidate, because of my extensive business knowledge and personal business network. I asked two questions, namely, whether it was all above board. And information on this company? Roland gave me the Tender Document of how they were awarded the tender and said that it was highly confidential. I don't remember whether I gave it back to him.

6.

About a week later I received a call from Mr Mbuso Thabethe with contact number 0826561843 on my cellular phone. He introduced himself as the Managing Director of Mohlaleng Media. He said that he got my details from Roland and that he wanted to set up a meeting to discuss the position he had available.

7.

We set up a meeting for the next day and met at Roland's office. Roland introduced me to Mbuso in the boardroom. I was then interviewed by Mbuso, whereby he asked my experience, suitability for the job and my network. He seemed to be quite impressed and said that he would work out the details and get back to me. I did explain to him that I already had offices established in another building and had other business interests. He then said and I quote, "let me apply my mind and get back to you on it", unquote. Later that day, after the meeting Roland called me and said that it's a done deal and the job was mine. Roland told me that he had re-negotiated my cost to company remuneration from my expected R25, 000-00 per month to R35, 000-00 per month on condition that we split the difference on the day I get paid.

8.

A few weeks passed, Roland got hold of me to ask me had I heard anything from them and I said no, nothing. He said that he'd get onto it and that afternoon, I got a call from Mbuso, basically apologising for not getting back to me. He then proposed that I fly to Johannesburg and meet him to finalise my employment and meet the rest of the team.

9.

About two days later I flew to Johannesburg at Mohlaleng Media's expense and was collected by their company chauffeur and taken to their offices in either Sandton or Bryanston. Mbuso introduced me to a lady named Mbali Thabethe (I found out later that it was his sister), who was the GM (General Manager) of the Johannesburg office of Mohlaleng Media and a few other Project Managers that had been working on the Nelson Mandela Bay Municipality Projects so far. I was mandated by him to open offices in Port Elizabeth, with the idea to have a full functioning agency for Mohlaleng Media as soon as possible. He also explained that we only had one staff member in Nelson Mandela Bay Municipality, named Glynis Van Loggerenberg and that she was operating from the Communication's Department. We then went to lunch where Mbuso continued to share his vision. He said that there was a tender which was needed to be serviced and could not be done from the Johannesburg offices. He also said that Roland had arranged office space for us in Kwantu Towers and if we needed any equipment, that Roland would arrange that as well. He confirmed that I would be paid an amount of Thirty Five Thousand Rand per month, Cost to Company. He also insisted that I should run a dual office from the office space Roland had arranged, as I explained to him that I had another business venture. I had already known that I was going to be paid R35 000-00 Thirty Five Thousand Rand per month, Cost to Company, because Roland had informed me when we spoke after I met with Mbuso the first time.

10.

I asked myself the question, why me? and I realised that I was part of a group called Marketers Executive Forum, which Roland completely respected, because we were seen as the Top Marketers in the Eastern Cape and my appointment would lend credibility to an unknown agency like Mohlaleng Media, based on my network and credibility. This is what happened with suppliers when I went to suppliers, they would open their doors to me. When thinking about it, Mohlaleng Media and Roland had a

well-crafted plan to use me, because one of the questions Mbuso asked me, was whether I have ever worked with government departments or Municipal finances, tenders and my answer was no.

11.

After my meeting with Mbuso I flew back to Port Elizabeth, I started the next day. Roland called me that evening to congratulate me and said that he had arranged a staff meeting for the next day, to introduce me to the communication staff. There were no minutes taken at this meeting and it was an informal introduction of Mohlaleng Media with me being the General Manager and that I was going to be opening offices in the next couple of days.

12.

We left the meeting and Roland took me to the Fifth Floor, where he showed me the space where we would be occupying. We shared half the space with communications. There was a pile of office furniture there which we utilized, etc. I was also introduced to Glynis van Loggerenberg at this point as well. I got hold of Telkom to install telephone lines and internet access at the expense of Mohlaleng Media. What happened was that Telkom came back to me and said that the telephone system in the building was a sealed system, which we could not plug into and the cost of installation was over R100 000-00 (One Hundred Thousand Rand). This was way too expensive and Roland arranged with Carle Ritter-Erasmus to supply us with telephones and access to the Municipal telephone system as a solution. I have never seen any bill for the telephone access, usage of telephones or rental. The same applied for the office space. I also met up with Roland's wife, Shanaaz with contact number 0810490525 and 0639123103, at that time. Roland wanted me to use her skills as a recruiter, as she was opening a recruiting company. I was not convinced by her skills and the biggest thing she was interested in, was how much she was going to earn. This was given a green light by Mbuso. However, I never made use of her services. I recruited people on my own.

13.

I recruited Jay-Cee Claassen, who was brought on board as a Junior Designer, with contact number 0731134656, residing somewhere in Some strand, Indie Nkonki with

contact number 0835974483 also Junior Designer, Hilton Bailey with contact number 0763123201 who was in Concept Development but was nothing more than a Graphic Designer, Gail Hawker with contact number 0731883909 who was Client Services / Project Manager, Nicole Sauls with contact number 0763197737 who was Client Services / Project Manager, Ziyaad Agherdien with contact number 0731916473 who was a Content Writer who covered Political Events and Zukiswa Mqumbisa with contact number 0836210590 also Content Writer. I believe Zukiswa Mqumbisa is currently employed by the Nelson Mandela Bay Municipality now. Glynis Van Loggerenberg with contact number 0728002275 was my PA (Personal Assistant), but doubled up as Query Resolution Officer and was already there and not recruited by me. In respect of Nicole Sauls, I received a call from Mbuso a few months after I started one day, whereby he asked me to interview Nicole Sauls to join Mohlaleng Media and I had to decide where to place her. I then met her on the side of the road, outside a business in Sidon Road, North End and interviewed her in my car. I was instructed by Mbuso to go meet Nicole there, which I did. On interviewing Nicole Sauls, I immediately realised that she had no experience, lacked the intellect required and was definitely not an asset to Mohlaleng Media. She was previously a waitress and had just started a new job a Junior Receptionist, who was earning around R3000-00 (Three Thousand Rand) per month. I relayed these fears to Mbuso who empathised and said, "Brother, I am sorry, but we had to employ her, as it was a favour to one of the Directors, named Cheslyn Mostert. This was the first time this name came up and I asked Mbuso who Cheslyn Mostert was. Mbuso explained that Cheslyn Mostert was the Political side to Mohlaleng Media. Mbuso was the operational side to Mohlaleng Media. He also said that he wasn't happy about it, but these were one of those things we just had to do as soldiers. We employed her and she went from earning Three Thousand Rand per month to earning Twelve Thousand Rand per month. It took me about a month to recruit the employees I recruited. There were Employment contracts, but I don't have any of them. Hilton Bailey came as a transfer from the Johannesburg office.

14.

As I was setting up office, I informed Mbuso what my requirements were in respect of setting up office properly. In terms of stationary, we used Communications' stationary initially and never received a bill for that. Carle Ritter-Erasmus then told me a couple

of months later that the staff started complaining and we needed to buy our own stationary. However, we continued using their copy machine and printers without getting a bill or invoice for it. I then started purchasing stationary, e.g. Notepads, data, pens, camera batteries and office stationary, which I billed Mohlaleng Media for. I was refunded via electronic fund transfer (EFT) into my FNB Current bank account, account number 62481300095. I attach three invoices of the stationary which I have in my possession as per annexure

15.

It was around this time that I realise that having one client was a real risk to the business, I enquired from Mbuso about the possibilities of seeing potentially new clients. He responded, by saying that it was a good idea and should become a focus, in area going forward. I told him that I would need business cards and a Business prospectus, to engage new clients as a way of introduction. He assured me that it will be arranged and could expected shortly. Weeks passed and it did not arrive. On enquiring about it, I was told that there was a new name change for the company in the pipeline and this caused the delay. The company's new name was to be Maverick State. The name never actually changed and I never received any Business cards or prospectuses, nor did I visit any business clients in respect of Mohlaleng. It became clear that this was not a key Area of the business, and that their only focus was on the Nelson Mandela Bay Municipality.

16.

From the beginning, Roland made it clear that the Communications Department was the propaganda machine for the Nelson Mandela Bay Municipality and as such represented the ideals of the ruling party, namely the ANC. He made a point of basically instructing us, that our job was to ensure that this status quo remain, using all of the resources available. One of the first projects we did was to rebrand the Splash Festival. We met with the team, who were represented by Roland and consisted of Sports, Recreation Arts and Culture, Soul Good – Event Management and Nelson Mandela Bay Tourism, focused on the festival, at the office is of Sports Recreation Arts and Culture for a briefing. We were instructed that we were not to use the same colour shade of blue as the DA, in any of the design elements for the Splash Festival,

as this would subliminally remind people of the opposition party. I raised the concern, being able to depict a beach scene on a poster, without using the colour shade of blue, as it seems impractical and silly. I was reprimanded by the Executive Director of SRAC, Mrs Nqwazi, to follow instructions and not to question their directive. It was clear that this was a politicized move and had little to do with the outcome of the Splash Festival. The Municipality signed off on all our design for the Splash Festival 2015, using the predominant Black green and gold of the ANC as the Municipal design.

17.

Roundabout April 2015, we also saw a number of clients, brought in by Roland, for Design Work and Printing Work, where we did the work, but never invoiced the client directly. We were told to send all costs to Mohlaleng Media Head Office for the attention of Mbuso Thabethe. Mbuso agreed with the process and said it was fine. We did work for Nceba Faku, in respect of a Xenophobia March and created flyers, banners and prints. All of these items were never paid by the recipients, which were sent to our head office (Mohlaleng Media Head Office in Johannesburg) to be billed, under the Municipality Communications Directorate. As many of these requests were unusual, I asked Mbuso about the SLA (Service Level Agreement). My reasoning was that the SLA would clearly layout the scope of work and the terms of engagement for both parties. I did tell Mbuso that I was uncomfortable with the way Roland demanded us to be at his Beck and Call almost 24 hours a day, 7 days a week. I also needed to understand what the remuneration was for working on weekends and public holidays were, as there were staff complaints about the long hours. Mbuso said that the SLA was not done, and that he would work on getting it finalised, and that we would remunerate the staff accordingly. I didn't think it strange at the time and paid no more attention to it. I was further instructed by Mbuso Thabethe to ensure that our services became a vital part of the communications daily processes, we were to ensure that they could not function without us. Communication is a directorate that became completely dependent on us, they did not even have data to check personal emails, they do not have the camera in the department. We even were giving one of their PRO's, Sive, a lift to functions as she did not have a car even though she was being paid a call allowance by the municipality. We were instructed to bill this travel time as part of our expenses by Communications.

19.

It was on May 2015 t that Danny Jordaan, became Mayor of NMBM. It seem like the municipality kicked into high gear, with the effort of getting Danny maintaining a majority of the ANC in Council. Williams explained we would be the vital part of the election campaign. Jordaan's inauguration at the Nkoza Jebe Hall, what a gathering of political figures. There I was introduced to Dr Crispin Olver, Pravin Gordhan, Mlungisi Ncame (who was Jordaan's Chief of Staff) any number of ANC politicians. Williams hold a press conference whilst we covered the entire event from photography to content to press releases, which were prepared and sent to press under Williams name.

We've also instructed by Roland to ensure that they would be a Content writer and Photographer assigned to the Mayor's office at all times, the brief was to cover the all the Mayors Events to show service delivery and that it had to be pro-ANC. At the time, it did not seem strange to me that the Municipal Budget was being used in a political fashion, however I must add that at no time during my tenure, did we see any other political party nor did we do any work for any other political party accept the ANC and those associated to them.

It was also during June that Roland got suspended from duties. That exposed cracks in our relationship with Communications. It was around this time that the new acting Director of Communications, Mthubanzi Mniki, requested a copy of the SLA from me. I raised the issue with Mbuso, who said he would deal with it directly.

Roundabout June 2015, we also did work for the ANC Student Council, which were involved in an election process with the DASO. Roland brought these students directly to our offices and mandated us to do whatever they needed, to help them with the election. We also designed and printed a number of ANC member's funeral items, like flyers, banners, eulogies and programs

20.

It was around August 2015 when Mthubanzi Mniki, got more involved in the service delivery of Mohlaleng Media, along with the Communications Team made it clear that they were not happy with the way the contract was going, specifically the charges so far. I again broached the matter with Mbuso, who fobbed it off to the “inexperience” of Mniki. I discussions with Mniki, I started to understand their fears and reservations, that under current billing Mohlaleng would reach their tender cap within a few months, rendering the Communications department resource-less for the remainder of the contract period. After doing my own investigation I came to the realisation that he was correct, and that at the current rate of billing the cap of R7,5 million would be reached in around 10-12 month of a 36 month contract. This raised alarm bells for me as a Business, if we reached our cap on our only client, where would we get revenue from. I again raised my concerns with Mbuso, who assured me that there was a plan on the go and that it wouldn't be an issue as they would raise the cap, he didn't go into any detail suffice to say that it was in hand. I trusted the direction of my Executive Director and left it at that. We were summoned to a meeting between Mohlaleng and the Communications Directorate by the Acting COO, Mr Ndabeni, in his office. Communications with intent to get our contract cancelled by NMBM. The minutes of this meeting is attached. It became clear that Communications were not happy with the current spend, the level of service, the facilitation of invoices and critical services and the current payment of suppliers by Mohlaleng. It also became very clear that Mohlaleng was operating without an SLA agreement. This was addressed by Supply Chain Director, Mr Mantyonta, and Legal Service representative, Mr Motasi.

21.

In September 2015, I received a frantic call for from Mbuso saying that we needed to find our own premise to operate from ASAP, and that we needed to be out of the Communications space on the 5th Floor within the next 96 hours. I also said that I should let all the Communications staff know that we were moving, and that I was to spread the “news” immediately. Within an hour of Mbuso's call, Carle Ritter-Erasmus walked into my office wanting to know if I had spoken to Mbuso yet, specifically about finding new premises. I also received a call shortly thereafter from Roland, with the same questions and he stressed the urgency of the move again.

I was aware that there was a new development happening called Donkin Village, where there was a Creative Hub being started. I made contact with the managing agents, Gutche Investments, who put me onto the leasing agent, Marios Dos Santos from Bowman's Leasing, who arranged a viewing of a newly renovated office later that day. It suited us perfectly and the lease agreement was sent to Mbuso the next day and we were able to move in later that week. I arranged office furniture through someone in my business network, Work Station, who delivered it a few days after we had moved into 47 Donkin Village. I also used some of my office furniture that was in storage from my previous office. We had difficulty with Telkom in a new application for services, so I also arranged a Telkom line in my father's name for the business including internet access, as Mohlaleng could not get an account with Telkom, with telephone no 0415822856, this account went unpaid in January and February with an arrears with R4359.73, and I had to settle the account in my personal capacity and cancel the line in April/May when it became clear that the expenses were not going to be recouped.

I was also instructed to invite Communications Team over for an "office warming" to show off our new offices and to provide snacks and drinks; basically "Show Off" was the instruction.

We continued to service the Communications directorate from these offices till I left in April 2016.

22

It was in May 2015 that we were briefed on a project by Roland, it was a Civic Education project for the Constituency directorate. We met the Acting Executive Director.... Roland convinced him to allow Mohlaleng to handle the project, stating that we could still use his suppliers but he could use the Tender as a gateway to the project and speed up the process. He agreed and his suppliers (L3 Marketing, adhoc Productions and Ntando Tours) sent us invoices for the work to be done. Mohlaleng facilitated the invoices and invoiced Communications in turn. Communications invoiced Budget and Treasury for the project and received an internal order for it. We took care of the event from arranging Transport, Meals, Videography, Content Writing and Shows. After the event, it became necessary to pay the Suppliers and we were under pressure to make payments. I contacted Carle to enquire as to our payment, as

it was invoiced already. She confirmed that the amount was still outstanding from Budget and Treasury and would follow up. Roland was on suspension but I contacted him any way to assist. He said he would get a hold of the ED who was now back. I followed up with Carle the next day or 2, where she said that Budget and Treasury were not happy with the amounts on the invoices and that we needed to re-look at it. I approached Mbuso with the predicament, he called Carle about it. I then went to Carle, where we started looking at the invoices, I realised that the invoice value to Budget and Treasury was escalated with an additional fee. Carle explained that Roland had added a mark-up onto our invoices, in an attempt to raise additional funds for his department as the Communications budget was running very low. This was creating a problem with Budget and Treasury, as they felt that the overall cost was too high and were refusing to pay Communications, who in turn could not pay Mohlaleng. Roland said he would sort it out but it became a real issue, I sat down with the ED in an attempt to clarify what the agreed costs would be and he agreed that they would pay it over. Communications dropped their facilitation costs to reduce the amount, but Budget and Treasury were not happy to pay us.

Mbuso asked me to set up a meeting in June with NMBM CFO, Trevor Harper and Supply Chain Director Montahshe, in a effort to rectify the outstanding payments to Mohlaleng. At that meeting Mr Harper raised the lack of an SLA as a serious breach of the MFMA, which made any expenditure with Mohlaleng irregular and needed to be addressed ASAP. This was the first time I understood the gravity of the situation. In the car after the meeting, Mbuso made a call to an unknown person to say that the SLA is vitally important and needed to be done asap. That was the last I heard of the SLA until around January of 2016, when I accompanied Mbuso to a meeting with the Mayor's Chief of Staff, Mlungisi Ncome, when I met Cheslyn Mostert for the very first time in the reception area. It wasn't a formal introduction but more a "Have you met Cheslyn? Let me introduce you." And exchange of pleasantries and they continued in conversation, where Cheslyn Mostert mentioned that the SLA was being sorted out and the cap would be lifted. We proceeded to the meeting, where Mbuso was pulled aside by Ncome, Mbuso then came up to me and said that I should carry on to the office and he would catch up with me later, I was not needed at the meeting. I was surprised, because my understanding of the meeting was supposed to be the operational plan for Mohlaleng for the next few months, and as the highest authority

for Mohlaleng in the Eastern Cape it made no sense that I was not needed. But I left as requested, the meeting continued in my absence with Dr Crispian Olver, Cheslyn Mostert, Mbuso Thabethe and Mlungisi Ncame. I passed Johann Mettler on my way out and he was on his way into the meeting. Later Mbuso met up with me for dinner at the Radisson Blu Hotel where he was staying, relayed that it was a good meeting and that we, Mohlaleng, would be handling the election campaign as well as the Election Manifesto launch to be held in April 2016. Our drama with the SLA was almost over and that our cap was being lifted, he was genuinely elated. Also said that we would be getting instruction straight from the Mayor's Office and Luthuli House.

22.

In late January 2016, I was called by Mbuso Thabethe to say that he would be in town the next day for a meeting with Communications. I was surprised as I was unaware of a meeting and asked my PA to check on the details of the meeting, Communications confirmed the meeting but was not aware of the reason for the meeting except that it was at the request of the Mayor's Office. Kupido Baron was the acting Executive Director of Communications at the time, so I called him for some clarification to which he could not provide any except to say that the Mayor's Chief of Staff had confirmed the meeting. I called Mbuso and asked if there was anything that we needed to prepare for the meeting, as most of our meetings with Communications had been hostile of late with a genuine sense of disdain from their end, he said it wasn't necessary as we are there at the request of the Mayor's office. We finished the conversation with him saying that he would confirm his arrival time and if I could collect him at the airport. I agreed and waited for his call, he called early the next morning to say he was at OR Tambo, about to board his flight to PE, but not to worry about collecting him at the airport but rather after the meeting, I was confused as to why I was not going to accompany him to the meeting and asked the question. He responded by saying I wasn't needed and that he would call me after the meeting and we could meet at our offices. Reluctantly I agreed, but I did have a very uneasy feeling that I was being side stepped or possibly being worked out of the way. He called me after his meeting and said that he was ready to be collected and how long would I take, to which I replied not more than 10 minutes. I arrived at Kwantu Towers to collect him, and with him were 2 men who I had never seen before. As I pulled up they all got into the car, I was hastily introduced to the men as "Grant" and "Vuki", and was told to get to the office

where we could have a “nice chat”. I was very confused and proceeded to our offices, once there we gathered around the boardroom table in my office, where I was formally introduced to Grant Pascoe and Vukile Pokwana. Mbuso continued to say that Grant Pascoe was a Political Strategist and the Vukile Pokwana was a Communications Specialist, and that they would be joining our office. This was very overwhelming for me on a few fronts; where were they going to be based as we were already above capacity in our space? What were they doing here? Where they here to replace me? How did this happen without any discussion with me? I asked Mbuso for a side bar and relayed these questions to him. He assured me that these decisions come from “higher up” and that I was still running the PE office, in fact they would report to me, they were to be based in the Mayor’s office and would be working directly with the Mayor, we would have to support them and their endeavours. I understood and we went back into the meeting, Grant noticing that I was visibly rattled by their appearance was very jovial and made a point of putting me at ease to their presence making light banter. We got into a strategic planning session thereafter as what they would need to do their jobs, request were made for a Laptop each and Dictaphones, they needed a dedicated copy writer and photographer on call, I was asked to share my PA, Glenys van Loggerenberg with them to assist with planning and co-ordinating diaries, she was also to compile their weekly timesheets for submission to Head Office for invoicing purposes. We all left the office later in the day to dinner with Mayor at a restaurant named Ginger and the next morning they went to their new base the Mayor’s Office, and Mbuso flew back to Johannesburg. We had limited contact over the next few weeks as they were always involved with Mayor and his activities, I did however have 2 memorable meetings.

23.

The first was with Grant Pascoe, where he wanted to discuss the Social Media strategy for the Metro, specifically in the run up to the election later in the year. He briefed us on his expectation to counteract the current social media strategy by the DA, using memes to highlight the failures of the ANC, but to rather create a series of memes to by anti-DA and change the sentiment of the conversation. He also asked Hilton Bailey, our copywriter, to start creating this content and also to create a “couple of fake” Facebook accounts to post these comments and commentary. I was shocked at the level that we were asked to go, and questioned the authority thereof to which he replied

that this was part of what we were required to do for our client. I asked him how was the client, he laughed and said we all have one boss and its Black, Green and Gold.

24.

The second meeting started with Vukile coming into my office in March 2016 saying that we needed to clear our diary because he had a million rand client coming in for a briefing on a project we could get involved in. A few minutes later, Mazizi Masuto from City of Champions arrived, I had met Mazizi before and he was happy to see us. We continued to go ahead and hold the meeting, we prepared the Briefing document after our meeting and presented it to Vukile to present to his client, Mazizi.

In conversation with Mbuso on office activity later that day, he announced in shock when hearing Msuthu's name that I needed to get a hold of Mazizi asap, as he had forgotten who he was and there was a project that he had been sub-contracted to do by Roland at the beginning of the Mohlaleng contract and we had not received anything yet, it was the NMBM Street Pole Advertising Policy. I got a hold of Mazizi, who said he hadn't completed it yet and that he needed to chat with Roland and needed to get back to me with some deliverables. I mentioned that would be away on annual leave in a few weeks and that I needed some feedback asap. He assured me that he would.

25.

During February 2016 I approached by Pascoe with an envelope. He asked me to keep it in my drawer and that Mbuso would call me about it. I thought nothing of it and merely put it in my drawer. I left the offices that evening and around 08:00 that evening, Mbuso called me. He asked if I had the envelope with me, to which I replied I had not as it was locked in my office drawer. He told me that the contents of the envelope needed to get onto the "right hands" of some Press, I asked him what was in the envelope and he told me not to be worried but he needed a comrade to get it to the right people, it was going to help the Party. I said I would see what I could do, he asked me to keep it confidential, to which I agreed. Later that evening, the conversation bothered me because it was very unlike anything we have had before, so I climbed in my car and drove to the office around 21:00 that evening, I opened up and got the envelope out the drawer. I opened it and inside was a number of affidavits from people claiming human rights atrocities committed by the DA Leader in the Eastern Cape,

Athol Trollip, on his family farm Daggaboer. There were affidavits claiming things like denying of education, poor living conditions, unfair labour practices amongst others. These were accompanied by details on how to discredit the DA leader in a measured campaign. It immediately made me recall a meeting that I attended with Mbuso Thabethe in the beginning of April 2015, I was called by Thabethe to collect him from the airport and to dress casually. I collected him at 09:00 that morning and he was dressed in a pair of jeans, sneakers, hoodie and baseball cap. This was exceptionally unusual as he was always well-dressed and groomed, and I still commented on his attire and he responded by saying that today was more than work. We proceeded to an address in Cape Road, where we went into an office and was met by someone I was familiar with, Grant Tobias, we exchanged pleasantries as we hadn't seen each other in years, he directed us to a private boardroom and asked if we needed anything else, to which Mbuso replied we did not. He exited and we only saw him again at the end when he let us out. Mbuso made a call and said someone would be joining us in a few minutes. While we were waiting I asked him what this was about and he said that there is someone that wants to tell us a story. I asked how this happened and he mentioned a named Donny Nardisson had arranged it, I was not familiar with the name and asked more about it and his reply was "Luthuli House". A few minutes late a man entered the room, he was visibly uncomfortable with my presence and Mbuso assured him that I was a "comrade" and that Roland can vouch for me. That settled the man and he was introduced as "Knight". I was very unfamiliar with the political make-up and landscape of the NMB and couldn't contribute to the conversation. Knight went on to tell us about a string of Human atrocities and Human Rights Violations committed on a farm called Daggaboer, run by the family of Eastern Cape DA Leader Athol Trollip, he wanted us to blow the story apart, he had obtained witness statements and affidavits from these people, he wanted us to hire a camera crew and travel to Bedford to interview these "victims" and get the story the airplay it deserved and justice for the generations of people.

I was shocked at the narrative and the content of his presentation, he swapped mobile numbers and I declined to offer mine and rather opted for him to have a single contact, Mbuso. We left after around 3 hours, Mbuso and I had lunch and he flew back to Johannesburg later. He did not come into the office at all whilst in PE, he actually declined to even pop into the office when I asked him.

I was stunned by what I had heard that they and even more stunned when I was attending a Council Meeting a few weeks later, when I saw the same man in a Councillors Seat, within the DA caucus and his name was Knight Mali. Nothing ever happened after that that I was aware of.

Back to 2016, I was faced with this dilemma and decided to do nothing. I took the envelope home with me and put it in my safe, and just made excuses when asked about it. I returned it to my office drawer, because it did not feel right to have that in my home. March was a busy month and other things got prioritised and everyone seemed to forget about it on the whole. However when I was on a family holiday in Cape Town at the end of March, there was a call Mbuso wanting to know where the envelope was urgently, I said it was safely locked in my office drawer in my locked office that I had the keys to. He was insistent that I was sure no one else could access it and I assured him that there was only one set of keys and I had them. The nature of the conversation and insinuations were very disturbing, so much so that my wife could see that something was wrong. I confided in her as to the contents of the envelope and all she said to me was "We don't do things like this". I had realised that this was not what I signed up for, this was not what "we do". It disturbed me terribly and on our way back from holiday, I contacted Mbuso and said that I needed to see him urgently, he agreed and booked me a flight for the 6th April 2016 to Johannesburg. I flew out the morning of the 6th to Johannesburg, I met Mbuso at his Houghton Office. As we walked into his office, he asked me to place my cell phones in a wooden box, which he placed in an adjacent office. Once that was done, he said now we talk without the fear of someone recording it. I came to the realisation that this was beyond repair, we discussed my wanting to leave and exit strategy, he was concerned about the knowledge of the organisation that I had gathered over the last year, he was concerned about the perception of the loss of their GM to the NMBM and it was decided that he would fly back with me to PE in the morning and address the staff with me. Also I would resign with immediate effect but remain available to the company till the end of April 2016. The company would compensate me till the end of April for Salary owed plus accrued Leave benefits; also settling the amount owed to my company of R176000 for services rendered to NMBM.

We arrived in PE, went straight to the office and broke the news to all the staff (minus Messrs Pascoe and Pokwana) and then we went to the Radisson Blu Hotel in

Summerstrand where we met over the next week to hand over operations correctly, I never visited the offices again and my personal belongings was left the Avis car rental company booth at PE Airport, after I was told it would be delivered to me. My notebooks were missing and the envelope was also gone, all my email access was also removed from the afternoon I arrived in Johannesburg on the 6th April 2016, it was initially said it was a software issue but it was never restored.

26.

In terms of my severance package, none of this ever materialised, I handed the labour matter onto an attorney for collection but was never resolved, it went unanswered by the company. The R176000 was pursued in court by way of summons to Mohlaleng Media which resulted in it not being defended and a Judgment was passed by the Court for this amount, the Sheriff has been unable to trace the company to serve the Warrant of Execution in the matter. To date I have lost over R300 000 in Salaries, Invoices due and Legal Fees; notwithstanding the reputational damage associated with this company.

27.

During 8th April 2016, after my resignation, I met with Mbuso at the Radison Blu Hotel in Summerstrand. I arrived a few minutes early for our meeting and waited in the bar area, whilst he was busy with Cheslyn Mostert, Mbuso motioned me over, I greeted Cheslyn and him with a handshake and exchanged some pleasantries. Mbuso said to Cheslyn that I was here to be briefed on the Manifesto Launch and that I was a key person to get the job done, Cheslyn seemed happy with that and thanked me as he left, saying that he'll "see me soon". Which was strange as I had never had any direct dealings with him but I shrugged it off as a colloquial gesture. After his exit Mbuso began my saying that there was a new leadership team in place for a merged caucus of the ANC, which included the likes of Bicks Ndoni, Linda Mti, Crispian Olver and Cheslyn Mostert and a few others who I was not familiar with. This instruction "came from Luthuli House" and had the backing of "Number 1". Also Mohlaleng had been tasked with arranging the ANC Manifesto launch to be held in PE. He needed my help to piece together suppliers to supply, T-shirts, Banners, Street Pole advertising, Billboards etc. The first person I got a hold of was Basil de Lange from

Communications to “secure” the street poles that were in the control of NMBM and the 2 Municipal Billboards namely, Walmer Location entrance and ex-Boet Erasmus Stadium. Mbuso had a vision of lining the street poles in Summerstrand with ANC flags similar to the way Ironman uses it for advertising, I made a few calls to Pole Ads before i could get an answer on how to do it. It was explained to me that “there was special permission was given to Ironman SA to display in that fashion, and that it needed Municipal authority and it could not be done without it” I relayed the message to Mbuso, who said no problem and he made 3 phone calls in succession; 1st to Johann Mettler, 2nd to Grant Pascoe and the 3rd to Cheslyn Mostert; with the explaining of what was needed to mobilise the permissions ASAP. Mettler for the NMBM, Pascoe to inform the Mayor’s office of the requirement and Mostert to ensure that the new leadership was also aware of what needed to happen. I continued to call on my suppliers for quotations in respect of the marketing paraphernalia, many was met with resistance due to payment issues in the past but Mbuso assured me that funding “would not be a problem” as Cheslyn was handling it directly with the Mayor’s office and a few directorates. Bukani Print was the only printer in town that could handle the bulk needed and they were adamant about payment before any work was delivered. We spent the entire day running around on the phone getting quotes and preparing a budget. I left later in the early evening, with the understanding that we would be communicating via phone over the next few days and would reconvene in the following week. That was the last time I ever met with Mbuso again, we communicated on Apple iMessage and he continued to make promises and was always too busy to meet.

28.

Consultations with Adelbert, Wiehart and Morrison disclosing all information in respect of the nature of work performed, which was of party political nature.

.....

29.

Wiehart undertook to furnish me with copies of invoices and payment requisitions to furnish comment on the alleged services rendered versus actual services in identification of services that were not rendered, yet invoiced which would appear to

be fraudulent. Wiehart did furnish me with a file in content of such documents for scrutiny.

30.

I as the than General Manager never issued invoices but merely times sheet records in respect of staff that rendered services. These time sheets were sent to the Johannesburg office by Glennys van Loggerenberg, my former personal assistant, where-after that office prepared and submitted invoices for payment by the municipality. These invoices were never sent to the Mohlaleng Media local office/staff but directly to the municipality. The invoices that I have seen were originally furnished to me by Wiehart who was tasked as investigator from the municipality. Emanating from the scrutiny of these invoices I now wish to refer to specific questionable transactions and invoices, which are indeed highly irregular and in all probability fraudulent.

31.

INVOICE 963 dated 24 October 2014 for R 399,495.90 – Brand Review

With regard to the above invoice I can categorically state that that this service would have been performed by Mohlaleng Media prior to me assuming duties during February 2015 until my termination of employment dated April 2016. However from direct knowledge I can state that this service has never been concluded, yet been invoiced and apparently been settled by the municipality at a cost of **R 399,495.90**. In view of the fact that this service has not been performed, the respective invoice and subsequent payment are indeed fraudulent. Find as per attached **ANNEXURE RE 8 – 10**

32.

INVOICE 977 dated 24 October 2014 for R 122,664.90– PR Logistics and Research

The alleged services were or may have been rendered by the than Johannesburg office, whilst the tender clearly made provision for the fact that Mohlaleng Media was to operate a local office in Port Elizabeth. The alleged transaction and subsequent payment of R 122,664.90 was concluded prior to my appointment as General Manager

of the Mohlaleng Media Port Elizabeth local office and therefore I cannot conclude as to whether the services were indeed rendered.

What is however relevant is the fact that Mohlaleng Media did not avail over a Port Elizabeth office, nor local representation, which would entail that Mohlaleng Media should have been disqualified from the tender process in totality. The then Director: Communications, Roland Williams was well aware of this, resultant in possible fraud or corruption against Williams who was directly involved in the evaluation process of the Mohlaleng Media Bid Proposal. Find as per attached **ANNEXURE RE 11-13**

33.

INVOICE 978 dated 12 November 2014 for R 160,059.66 – Production

The alleged services were or may have been rendered by the then Johannesburg office, whilst the tender clearly made provision for the fact that Mohlaleng Media was to operate a local office in Port Elizabeth. The alleged transaction and subsequent payment of R 160,059.66 was concluded prior to my appointment as General Manager of the Mohlaleng Media Port Elizabeth local office and therefore I cannot conclude as to whether the services were indeed rendered.

What is however relevant is the fact that Mohlaleng Media did not avail over a Port Elizabeth office, nor local representation, which would entail that Mohlaleng Media should have been disqualified from the tender process in totality. The then Director: Communications, Roland Williams was well aware of this, resultant in possible fraud or corruption against Williams who was directly involved in the evaluation process of the Mohlaleng Media Bid Proposal. Find as per attached **ANNEXURE RE 14-17**

34.

INVOICE 1014 dated 24 December 2014 for R 101,705.10 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised

the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 101,705.10** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 18-20**

35.

INVOICE 1003 dated for R 331,782.75

Invoice to be obtained.

36.

INVOICE 1013 dated 24 December 2014 for R 156,603.23 – Events and Experiential Activation

Though I had not been employed by Mohlaleng media at the time, I can state that the employees referred to on the respective invoice, namely Zukiswa Mqumbisa and Glenys van Loggerenberg operated from the offices of the municipal communications directorate. These staff members reported directly to me when I assumed duties and their collective cost to company (together) amounted to R 30,000.00, yet Mohlaleng Media invoiced these two individuals out at an exorbitant cost of R 156,603.23. Find as per attached **ANNEXURE RE 21-25**

37.

INVOICE 1054 dated 30 January 2015 for R 225,994.46 – Production

The respective invoice provides for a breakdown of hours spent per staff member. Of these I only knew Zukiswa Mqumbisa and Glenys van Loggerenberg who operated from the offices of the municipal communications directorate. I had not assumed duties at that time. I can however state that Glenys van Loggerenberg who was my personal assistant afterwards was never appointed as PR Director at R 470.00 per hour, yet

charged out to the municipality in such capacity, which is fraudulent. Find as per attached **ANNEXURE RE 26-28**

38.

INVOICE 1036 dated 13 March 2015 24 for R 101,705.10 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 101,705.10** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 29-30**

39.

INVOICE 1064 dated 13 March 2015 24 for R 411,770.85 – Resource Time Spent

The respective invoice provides for a breakdown of hours spent per staff member. Of these I only knew Zukiswa Mqumbisa and Glenys van Loggerenberg who operated from the offices of the municipal communications directorate. I had not assumed duties at that time. I can however state that Glenys van Loggerenberg who was my personal assistant afterwards was never appointed as PR Director at R 470.00 per hour, yet charged out to the municipality in such capacity, which is fraudulent. The invoice reveals further that a certain Mr. Manfred Ender is billed out as a Strategic Director. This is the same title that Grant Pascoe utilized to sign a latter SLA with Mettler dated 29 February 2016, which has been the subject of investigation by Wiehart. It is confirmed that no SLA existed from inception and that the contract value of R 7.4 million was already exceeded at the time when Mettler and Pascoe signed the document, which was in fact not a valid SLA. The remainder of the staff billed out on the invoice appear to be Johannesburg based staff, yet I cannot confirm as to whether

these are/were indeed employed by Mohlaleng Media, or whether these are false or fabricated names. Find as per attached **ANNEXURE RE 31-33**

40.

INVOICE 1055 dated 16 February 2015 for R 285,000.00 – Development of Outdoor Advertising & Signage Policy & By Law

With regard to the above invoice I state that though a certain Mr. Msisi Msutu was appointed by Mohlaleng Media via Roland Williams, this service was never rendered by Msutu of Mohlaleng Media. Whilst the 50% mobilisation fee was invoiced by Mohlaleng Media and subsequently paid, such payment was made knowingly that the services had not been rendered, thus fraud. It may have been that Msisi Msutu invoiced Mohlaleng Media for which the last mentioned invoiced the municipality, yet the services were never rendered. Find as per attached **ANNEXURE RE 34-36**

41.

INVOICE 1075 dated 1 April 2015 for R 112,932.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 112,932.96** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 37-39**

42.

INVOICE 1076 dated 27 February 2015 for R 406,880.82 – Events and Experiential Activation

With regard to the above mentioned invoice I cannot comment on the alleged use of so-called Johannesburg office staff. In fact I do not even know whether these alleged staff members were ever employed by Mohlaleng Media. What I can state however is that I was charged out as a “Executive Partner” at R 700.00 per hour, whilst I was not appointed in such position, neither was I remunerated on such level. I further state that Glenys van Loggerenberg was my personal assistant and never held the position, neither was she appointed as a PR Director at R 470.00 per hour. I state further that the so-called “Monthly Monitoring – News Clip” invoiced at R 18,400.00 was never done, hence a fraudulent invoice and respective payment for services not rendered. Find as per attached **ANNEXURE RE 40- 42**

43.

INVOICE 1094 dated 30 April 2015 for R 110,880.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 110,880.96** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 43-45**

44.

INVOICE 1099 dated 26 March 2015 for R 290,700.90 – Retainer

With regard to the above mentioned invoice I can state that retainer payments are illegal and in contravention with the MFMA. This I did not know at the time, neither had I seen any invoices at the time. I cannot comment on the alleged use of so-called Johannesburg office staff such as Refilwe van Schalkwyk and Neo Malaka. In fact I do not even know whether these alleged staff members were ever employed by Mohlaleng Media. What I can state however is that I was charged out as a “Executive Partner” at R 700.00 per hour, whilst I was not appointed in such position, neither was I remunerated on such level. I further state that Glenys van Loggerenberg was my personal assistant and never held the position, neither was she appointed as a PR Director at R 470.00 per hour. I state further that the so-called “Monthly Monitoring – News Clip” invoiced at R 18,400.00 was never done, hence a fraudulent invoice and respective payment for services not rendered. Find as per attached **ANNEXURE RE 46- 47**

45.

INVOICE 1112 dated 28 April 2015 for R 110,880.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 110,880.96** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 48- 50**

46.

INVOICE 1111 dated 28 April 2015 for R 290,700.90 – Retainer

With regard to the above mentioned invoice I can state that retainer payments are illegal and in contravention with the MFMA. This I did not know at the time, neither had I seen any invoices at the time. I cannot comment on the alleged use of so-called Johannesburg office staff such as Refilwe van Schalkwyk and Neo Malaka. In fact I do not even know whether these alleged staff members were ever employed by Mohlaleng Media. What I can state however is that I was charged out as a “Executive Partner” at R 700.00 per hour, whilst I was not appointed in such position, neither was I remunerated on such level. I further state that Glenys van Loggerenberg was my personal assistant and never held the position, neither was she appointed as a PR Director at R 470.00 per hour. I state further that the so-called “Monthly Monitoring – News Clip” invoiced at R 18,400.00 was never done, hence a fraudulent invoice and respective payment for services not rendered. Find as per attached **ANNEXURE RE 51- 53**

47.

INVOICE 1119 dated 4 May 2015 for R 280,301.00 Civic Youth Woman Dialogue- (ANNEXURE RE 54- 55)

INVOICE 1120 dated 4 May 2015 for R 547,200.00 Transport and Logistics (ANNEXURE RE 56)

INVOICE 1121 dated 4 May 2015 for R 428,460.00 Civic Education & Transport (ANNEXURE RE 57) invoice to be located

INVOICE 1122 dated 4 May 2015 for R 213,859.00 Communication & Pre Publicity (ANNEXURE RE 58- 68)

As previously referred in this affidavit it was in May 2015 that we were briefed on a project by Roland Williams about the so-called Civic Education project for the Constituency directorate. We met the Acting Director, Madoda Mcwabeni, whom Roland Williams convinced to allow Mohlaleng to handle the project, stating that we could still use his suppliers but he could use the Tender as a gateway to the project

and speed up the process. He agreed and his suppliers (L3 Marketing, *adhoc* Productions and Ntando Tours) sent their invoices to the local Mohlaleng Media office/staff. These invoices were captured on an expense spreadsheet, which I maintained. Hereto find attached spreadsheet regarding this particular transaction as per **ANNEXURE RE 69**.

I no longer have these invoices from the respective service providers, however the South African Police Service should be able to retrieve same directly from the aforementioned suppliers. Following invoice values were invoiced by the service providers:

L3 Marketing –	R 72,800.00	ANNEXURE RE 70 (12 June 2015)
Despatch Spar –	R 18,200.00	
Adhoc Productions –	R 86,184.00	
Ntando Tours –	R 103,350.00	ANNEXURE RE 71 (10 June 2015)
		ANNEXURE RE 72 (10 June 2015)
		ANNEXURE RE 73 (12 June 2015)
		ANNEXURE RE 74 (17 June 2015)
		ANNEXURE RE 75 (30 June 2015)
		ANNEXURE RE 76 (26 July 2015)
		ANNEXURE RE 77 (29 July 2015)
Bukani Print –	R 149,557.00	
Bright Sparx –	R 34,340.00	
TOTAL:	R 464,431.00	

48.

Mohlaleng facilitated the invoices and invoiced Communications for R 1,041,360.00 instead of **R 464,431.00 plus minor other expenses** which detail I do not have available. Roland Williams specifically instructed me and Mbuso Thabethe representing Mohlaleng Media and Carle Ritter-Erasmus of the communications directorate to inflate the invoice value to the municipality to raise funds against the

Communications directorates funds in that they were out of budget to pay Mohlaleng Media within the 2014/2015 budget cycle. According to Williams they had to wait for the approval of the July 2015/2016 budget cycle. This entailed that the Mohlaleng Media held a credit balance against work still to be performed in future. The last mentioned constitutes fraud in that Roland Williams intentionally and fraudulently requested Mohlaleng Media to furnish a fictitious invoice with inflated values for the respective service that was rendered by the above service providers. The involvement of Mohlaleng Media in this specific project was limited, except for having facilitated the fraudulent inflation of the actual cost incurred. Mohlaleng Media invoiced the Communications directorate to the amount of **R 1,041,360.00**.

49.

With regard to the entire project and respective invoicing by Mohlaleng Media dated 4 May 2015 it is further disclosed that Mohlaleng Media invoiced the municipality in some cases 6 weeks before the services was even rendered by the external service providers and not Mohlaleng Media.

50.

On 18 June 2015 the Director: Constituency, Dumisane Mbebe queried some invoices and undertook to only settle the inflated invoices of **R 213,859.00** and **R 428,460.00**. In his communication he indicated that the last payment of **R 547,200.00** would only be paid after the last event dated 26 June 2015 based on the delivery of services. Why he authorised and paid for the services in totality is questionable in that he should have seen that the invoices of Mohlaleng Media were all dated 4 May 2015, hence having invoiced for services that had not been rendered. Hereto find attached email under hand of Dumisane Mbebe dated 18 June 2015 as per **ANNEXURE RE 78**. After the event, it became necessary to pay the Suppliers and we were under pressure to make payments. I contacted Carle to enquire as to our payment, as it was invoiced already. She confirmed that the amount was still outstanding from Budget and Treasury and would follow up. Roland was on suspension but I contacted him any way to assist. He said he would get a hold of the ED who was now back. I followed up with Carle the next day or 2, where she said that Budget and Treasury were not happy with the amounts on the invoices and that we needed to re-look at it. I approached Mbuso with the predicament, he called Carle about it. I then went to Carle, where we started

looking at the invoices, I realised that the invoice value to Budget and Treasury was escalated with an additional fee. Carle explained that Roland had added a mark-up onto our invoices, in an attempt to raise additional funds for his department as the Communications budget was running very low. This was creating a problem with the Constituency directorate, as they felt that the overall cost was too high and were refusing to pay Communications, who in turn could not pay Mohlaleng. Roland said he would sort it out but it became a real issue, I sat down with the Dumisane Mbebe in an attempt to clarify what the agreed costs would be and he agreed that they would pay it over.

51.

On 2 November 2015 Mbuso Thabethe addressed a letter to Dumisani Mbebe in a final attempt to solicit the final payment of **R 547,200.00** from the Constituency directorate, which was eventually paid. However as referred to earlier in this affidavit, this amount actually reflected the value with which on instruction of Roland Williams was inflated. Hereto find attached as per **ANNEXURE RE 79**

What is further relevant is that the invoices for some of these service providers remained outstanding and not settled. The service providers brought this to the attention of Mettler, yet was never resolved according to my knowledge.

52.

INVOICE 1128 dated for R 110,880.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 110,880.96** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not

even have been considered as a service provider. Find as per attached **ANNEXURE RE 80- 82**

53.

INVOICE 1135 dated 8 June 2015 for R 177,590.63 – IDP Collateral

With regard to this service Roland Williams approached me in that he was aware that I also owned and managed my own consultancy, styled Phoenix Consulting (PTY) LTD. He requested me to render services in respect of radio station coverage for the Independent Development Plan (IDP). In the process I approached several radio stations for respective media exposure for which Phoenix Consulting invoiced Mohlaleng Media to the amount of 86,070.00. By utilizing the services of my personal consultancy via Mohlaleng Media, Roland Williams circumvented the prescribed municipal supply chain process. The total cost of the expenses incurred in respect of the IDP Collateral project amounted to R 150,052.50 as per **ANNEXURE RE 83**, whilst Mohlaleng Media invoiced the municipality to the amount of **R 177,590.63 ANNEXURE RE 85- 86**. I personally paid the respective radio stations for their services rendered, yet Mohlaleng Media never settled the invoice of my consultancy, Phoenix Consulting. Mbuso Thabethe was approached for payment, yet always claimed that he was still awaiting payment from the municipality. In that Mohlaleng Media failed to settle my invoice to the amount of **R 86,070.00**, I appointed Besters Attorneys who addressed a letter of demand dated 25 July 2016 to Mohlaleng Media, hereto attached **ANNEXURE RE 87**. The outstanding amount remained unsettled, which eventually resulted in a civil judgement taken against Mohlaleng Media and Mbuso Thabethe.

54.

INVOICE 1133 dated 29 June 2015 for R 290,700.90 – July Retainer

With regard to the above mentioned invoice I can state that retainer payments are illegal and in contravention with the MFMA. This I did not know at the time, neither had I seen any invoices at the time. I cannot comment on the alleged use of so-called Johannesburg office staff such as Refilwe van Schalkwyk and Neo Malaka. In fact I do not even know whether these alleged staff members were ever employed by Mohlaleng Media. What I can state however is that I was charged out as a “Executive

Partner” at R 700.00 per hour, whilst I was not appointed in such position, neither was I remunerated on such level. I further state that Glenys van Loggerenberg was my personal assistant and never held the position, neither was she appointed as a PR Director at R 470.00 per hour. I state further that the so-called “Monthly Monitoring – News Clip” invoiced at R 18,400.00 was never done, hence a fraudulent invoice and respective payment for services not rendered. Find as per attached **ANNEXURE RE 88- 90**

55.

INVOICE 1134 dated 29 June 2015 for R 110,880.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 110,880.96** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 90- 92**

56.

INVOICE 1150 dated 29 July 2015 for R 110,880.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 110,880.96** for

doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not even have been considered as a service provider. Find as per attached **ANNEXURE RE 93- 95**

57.

INVOICE 1149 dated 29 July 2015 for R 290,700.90 – August Retainer

With regard to the above mentioned invoice I can state that retainer payments are illegal and in contravention with the MFMA. This I did not know at the time, neither had I seen any invoices at the time. I cannot comment on the alleged use of so-called Johannesburg office staff such as Refilwe van Schalkwyk and Neo Malaka. In fact I do not even know whether these alleged staff members were ever employed by Mohlaleng Media. What I can state however is that I was charged out as a “Executive Partner” at R 700.00 per hour, whilst I was not appointed in such position, neither was I remunerated on such level. I further state that Glenys van Loggerenberg was my personal assistant and never held the position, neither was she appointed as a PR Director at R 470.00 per hour. I state further that the so-called “Monthly Monitoring – News Clip” invoiced at R 18,400.00 was never done, hence a fraudulent invoice and respective payment for services not rendered. Find as per attached **ANNEXURE RE 96- 98**

58.

INVOICE 1167 dated 28 August 2015 for R 110,880.96 – Website Billing

With regard to the above I can state that the services for web hosting was never performed by Mohlaleng Media. The previous service provider Mars Technologies contract had expired and Mohlaleng Media merely submitted their proposal for a service that they could not perform. It is stated that Roland Williams was well aware of this, which should have disqualified Mohlaleng Media in participating in the tender process and subsequent award. This resulted therein that Mohlaleng Media utilised the services of Mars Technologies who used to invoice the municipality for R 80,000.00 per month, but Mohlaleng media invoiced the municipality **R 110,880.96** for doing nothing. Williams intentionally and actively circumvented the municipal supply chain process, whilst Mohlaleng Media due to lack of local representation should not

even have been considered as a service provider. Find as per attached **ANNEXURE RE 99- 101**

59.

INVOICE 1149 dated 29 July 2015 for R 269,724.00 – September Retainer

With regard to the above mentioned invoice I can state that retainer payments are illegal and in contravention with the MFMA. This I did not know at the time, neither had I seen any invoices at the time. I cannot comment on the alleged use of so-called Johannesburg office staff such as Refilwe van Schalkwyk and Neo Malaka. In fact I do not even know whether these alleged staff members were ever employed by Mohlaleng Media. What I can state however is that I was charged out as a “Executive Partner” at R 700.00 per hour, whilst I was not appointed in such position, neither was I remunerated on such level. I further state that Glenys van Loggerenberg was my personal assistant and never held the position, neither was she appointed as a PR Director at R 470.00 per hour. Find as per attached **ANNEXURE RE 102- 104**

60.

INVOICE 1375 dated2016 for R 192,888.00

The above invoice relates to the payment of two individuals namely Grant Pascoe (Political Strategist) and Vukile Pokwana (Communication Specialist) who were specifically appointed to the Mayors office. As previously referred to in this affidavit, these individuals were to have reported to me as General Manager of the Mohlaleng Media local office. I was never furnished any recruitment documentation regarding these individuals, neither was I aware where they had originated from. Though they were supposed to have reported to me, I later established that these individuals were remunerated at R 82,000.00 per month, whilst I as the General Manager responsible for managing these individuals was remunerated at R 39,990.00.

I can state that these individuals never reported to me, nor did I manage them in that I resigned from Mohlaleng Media on 6 April 2016. These individuals furnished their timesheets to Glenys van Loggerenberg, hereto attached as per ANNEXURE RE ???

These timesheets were thereafter sent to Mbuso Thabethe by Glenys van Loggerenberg, addressed to Thabethe's Mohlaleng Media email address and his private thabethe.gift@gmail.com as per attached ANNEXURE RE ????

These timesheets were also addressed to me, from which I could deduce that the deliverables for the Mayor were exclusively of “**political nature**”.

What is in particular important is that the so-called service level agreement that was signed between Mettler and Pascoe is dated 29 February 2016, whilst Pascoe never held a executive of director position in Mohlaleng Media. What is questionable is the fact that Thabuso Thabethe only furnished his power of attorney to Pascoe to sign a service level agreement on 10 March 2016, yet the so-called service level agreement was already signed on 29 February 2016, whilst Mohlaleng Media had already exceeded its bid/tender value of R 7.4 million during November 2015 for the entire 3 year contract.

I wish to state that these individuals did not render any services that could be classified as communications services rendered to the communications department or the municipality as is applicable according to the tender requirements.

An example of politicking by Pascoe specifically relates to smearing the City of Cape Town Municipality. Hereto see the specific reference made by Pascoe “I am of the opinion that we go hard on the City of Cape Town because this is the standard to which NMBM are being measured against”. ANNEXURE RE ????

There remains questionable practice and projects that need to be investigated:

- Approved Rate Card vs Actual
- Job Descriptions vs Actual
- Brand Survey
 - 7th April Councillor Briefing
 - Deputy Chippa and Marion Harning Breakfast Mikes Kitchen
 - RW plan for entire Comms Budget
 - No deliverables till Sept 2015
- Street Pole Advertising Policy
 - RW, MM, MT – Easy Money
- Mars Technology Website
 - Facilitating of Invoices – Mark up
 - Late Payments
 - Website switched off
 - No care attitude , I renegotiated with MARS

- Media Clips
 - R18500 per month
 - 23/3/2016 first done
- Approved Suppliers
- Manifesto Launch