SWORN STATEMENT

I, the undersigned [redacted] do hereby make oath and state that:

1

I am an adult businesswoman with ID: [redacted] residing at and conducting business from [redacted] I am employed by [redacted] a[redacted] my contact number is [redacted] The facts deposed to are derived from my personal knowledge, unless I state the contrary or the facts or context indicate otherwise. These facts are, to the best of my knowledge and belief, both true and correct.

2

The purpose of this statement is to simply confirm that I made a sworn statement sometime in or during 2014, in respect of matters involving the supply of chemicals to the South African Police. Whilst I do not have an actual copy of the sworn statement, I attach hereto, a printed copy of the Word document I signed at that time. For confirmation purposes I have initialled each and with such initial, confirm that it is word for word the same as what I signed back in 2014.

3

Prior to me signing this statement, I have carefully read through it and am satisfied that the facts are correctly and accurately recorded. The following questions were put to me in person by the commissioner of oaths and I entered the answers thereto in my own handwriting:

'Do you know and understand the contents of this statement?' Yes

'Do you have any objection to taking the prescribed oath?' No

'Do you consider the prescribed oath binding on your conscience?' Yes

[redacted]

I certify that the deponent has acknowledged that she knows and understands the contents of this statement which was sworn to before me and the deponents signature was placed thereon in my

presence at GALLO MANOR on TWENTY NINTH day of MARCH 2016

20082960
Themane
Sgt

Commissioner of Oaths

Themane Moses Morima
2 Summit Road
Morningside Sandton

SOUTH AFRICAN POLICE SERVICE
CLIENT SERVICES CENTRE
SANDTON
29 MAR 2016
KLIENTE DIENS SENTRUM
SANDTON
SUID AFRIKAANSE POLISIEDIENS

A1

AFFIDAVIT

I, the undersigned

[redacted]

do hereby make oath and state that:

1. I am an adult businesswoman with ID: [redacted] residing at and conducting business from [redacted] I am emp[redacted] number is [redacted]

2. The facts deposed to are derived both from the documentation at my disposal and from my personal knowledge, unless I state the contrary or the facts or context indicate otherwise. These facts are, to the best of my knowledge and belief, both true and correct.

Background

3. One of the persons who will feature in the evidence which is set out below is my former husband John Henry Deale ("Deale"). Deale claims to have a High Diploma in Chemistry and I know that he had previously been a research analyst at Karbochem. Deale claimed that this qualification was necessary in aid for one to sign disposal certificates.

4. After I met Deale we were romantically involved with each other from about 1995. Towards the end of 1996 Deale moved in with me and and I supported him as he was not bringing in much money. After being retrenched at Karbochem he worked for 2 or 3 months on a consultancy basis for them and then started trading with the SA Police Service Criminal

Record Centre ("CRC") under a business called Psychem Consultants CC ("Psychem"). We later got married in 2001.

5. I was the sole member of this business Psychem from 1999, which I urilised to conduct my profession as an industrial psychologist. As an industrial psychologist I did personal evaluation, career planning and management training, where I also lectured these subjects at universities and technicons.

6. During the first few years of our relationship Deale portrayed himself as being a person of acceptable ethics. Although the bank account was in my name (S Hartmann t/a Psychem), I also arranged signing authority for him on this account with an accompanying bank credit card.

7. However, around 2002 I began to realise the extent of his lack of ethics. For instance, despite us being married and engaged in business together, he would also, in collusion with others, bid against me and my company Psychem when he was an employee of Psychem. Deale and I completed a tender for services to the SAPS Forensic Laborarory, Pretoria, whereafter he also assisted a girlfriend he had at the time, one Hillary Hawthorne Holmes to tender for the same bid. Apparently he was also a partner in her company. During a visit to the SAPS Forensics, Christo Wiese ("Wiese") brought this under my attention.

MY REASONS FOR MAKING THIS AFFIDAVIT

8. Whilst the divorce and severing of business ties has resulted in acrimony between me and Deale this is not my motivation for giving this information. I am rather motivated by a need to clear my name and reputation because of the potential for Deale's conduct to reflect negatively upon me because of our joint involvement in business.

9. Furthermore, I am motivated by a sense of fear for the enormity of the environmental impact that the illegal dumping of waste holds for each person and have to ensure that the enormity of the impact is understood and enforced by decision makers, such as CRC officials as discussed throughout this affidavit.

10. It is further illegal in SA for waste to be dumped outside the rules and regulations set out in the Gauteng Healthcare Regulations, 2004 and NEMA. I do not want to be linked to any illegal activities as I have always made an effort to be compliant in all aspects when conducting my waste removal business. At a time I visited Col. Anton Jacobs ("Jacobs") at the CRC, enquiring about documentation supplied by Deale for the disposals. Jacobs informed me that Deale only submitted lab reports containing Deale's signature. This is in contravention with the Gauteng Health Care Risk Waste Regulations of 2004. This was a matter of concern to me as Jacobs also contravened these regulations by accepting lab reports and not the disposal certificates as instructed by the mentioned legislation. It needs to be mentioned that Deale did not possess the authority to sign off on such certificates.

11. In 2006, I instituted divorce proceedings against Deale, and our relationship became seriously acrimonious.

12. In early 2006, our relationship was particularly bad, and I was informed that he removed equipment and chemicals intended for disposal, from my waste removal vehicles to re-sell or to re-use. What Deale was doing was illegal and I could not let him carry on with this.

13. I was extremely alarmed by this, and the following evening/night, while Deale was not at the office, I vacated the business premises despite the

fact that there was six months left on the lease, as this is how serious I took these illegal actions of Deale and I could not risk being linked to it. I removed everything I could after-hours.

14. I had a contract with the CRC for waste removal services from around 2004. This contract expired at the end of 2007, and I was told that the CRC will be accepting new tenders for the waste removal contract.

15. When I heard that the CRC was going to accept new tenders, and about 6 months before my contract with the CRC expired, I met with Jacobs, to discuss the tender procedure and tender document with him, as I was of the opinion that there were certain loopholes in the existing tender document, and wanted to point out these irregularities in aid for them not to make the same mistakes in the new intended tender, for instance :

15.1 No proof were requested that the bidder had permission (proxy) from all members to submit the tender;

15.2 It did not ensure that only registered waste transporters qualified for the tender process;

15.3 It did not make provision to ensure that the service provider had an agreement to dispose at a disposal plant;

15.4 It made no request for a legal disposal documentation process such as a manifest with required signatures and stamps plus a legal disposal certificate. (The existing tender requested lab reports for disposal and not disposal certificates as required by legislation).

16. I explained to Jacobs the risks involved should the document not be amended, and I further provided him with all the legal documents and regulations to assist him to amend the tender documents so that same is

consistent with South African waste removal laws and regulations. During this discussion I also handed to him a letter expressing my concerns, copy of which marked and attached as **Annexure "SH1"**. I might also have e-mailed it to him at the time.

17. Later at the end of 2007, the CRC indeed accepted new tenders, and I submitted a tender through my company Psychem Waste Solutions (Pty) Ltd, of which I am a 70% shareholder. It needs to be mentioned that this tender was exactly identical to the previous one. Jacobs ignored my inputs and/or recommendations. I also never saw any tender from CRC requesting from professional people in this environment to tender for the drawing up of any specifications.

18. To my surprise Deale also tendered for this contract in the name of Crime Investigation Technologies CC ("CIT"), without me knowing about it or signing the tender, bearing in mind that I am a registered member and 50% shareholder.

    Naomi Von Hagen, a former CRC employee, informed me that Jacobs despite all my warnings motivated and recommended for the appointment of Deale.

19. I would never have given Deale permission to bid in CIT as this would conflict with my tender in Psychem, which would have resulted in an act of fraud (misrepresentation to the CRC) due to 'cover quoting' and the fact that I never indicated my involvement in CIT in the declaration of interest affidavit that accompanied my tender.

    Thus, CRC had to disqualify both CIT and Psychem. Jacobs knew very well about my and Deale's involvement, also in the various businesses, deliberately ignoring such due to his relationship with Deale which will be discussed throughout this affidavit.

20. To my complete astonishment, the CRC awarded Deale the waste removal tender, despite the fact that he (CIT) did not comply with local regulations at all, nor did he have permission to bring the tender in CIT as I had most certainly not consented, for instance, I checked the web page for registrations, and CIT was in fact not registered as an accredited waste removal transporter as requested by the National Road Traffic Act, 93/1996 and the National Environmental Management Act, 107/1998 Sections 19 and 20(b) ("NEMA"). Being a CIT member, I thus have the knowledge that CIT was not accredited to do waste removals.

21. I was surprised with Deale using CIT to tender for this contract as :

21.1 CIT registration # CK 2004/122614/23 was a business of which we were both members;

21.2 I had become involved in the waste disposal business and Deale was initially involved with me as I relied on his knowledge of chemicals. When I realised that his ethics and actual knowledge regarding waste disposal and the rules and regulations relating to it were questionable, I insisted on setting up CIT as I believed that it would get him out of the waste disposal business and into a business which would generate an income for him, which should have made the divorce I was planning an easier thing for him to accept. CIT did business with the CRC for the **supply** of products and was far more lucrative than the waste disposal business with which I intended to continue.

21.3 In brief, CIT submitted various quotations to the CRC in respect of the supply of various consumable items (such as chemicals and powders, including fingerprint powder), brushes (such as squirrel hair fingerprint brushes), equipment (such as protective equipment like gloves, masks and aprons) and for the removal and disposal of health care risk waste substances (mainly chemical waste but also a small amount of biological/potentially infectious waste) from the CRC and the various Local Criminal Record Centres ("LCRC") nationally. The majority of what was supplied to the CRC was for dealing with and collecting evidence at crime scenes or otherwise conducting examinations and analysis of material and evidence from crime scenes, as well as for use in police laboratories. The waste removal included the removal of expired chemicals.

Due to the conflict between Deale and I, with regards to this working ethics, amongst others, I during March/April 2006 already decided that Deale could keep CIT, but he had to sign CIPRO documentation, which he refused.

21.4 My intention had always been that when we split up I would handle only waste disposal (as I have the knowledge and am a registered waste removal transporter) and that he should handle only the supply of products, etcetera to the CRC. As the supply business was the more lucrative business of the two, I imagined that he would not feel aggrieved. However, my attempts for him to accept such an agreement were unsuccessful and he remained in the waste disposal business as well.

22. I am further outraged at the apparent criminal conduct of Deale in collusion with others (officials at CRC as will be discussed throughout this affidavit), and also at the obvious indications that the CRC granted tenders to Deale during 2008, and spending the tax payers money to fund these tenders, very well knowing that he is not a suitable candidate, nor does he comply with several Acts and Regulations. Deale did not qualify to be a suitable candidate as required by legislation in that he did not possess suitable vehicles as described by law, nor was he a registered transporter.

For Deale to receive such tender, I had to give him a proxy to tender on behalf of CIT, which I never did. Furthermore he made a misrepresentation to the CRC, thus with the knowledge of Jacobs, claiming Historically Disadvantaged Individuals ("HDI") points on my name.

I also tendered under Psychem Waste Solutions without success, although I complied with all the legislative requirements, received HDI points and at the time had a Black Economic Empowerment ("BEE") partner Thulani Majola, which should have earned me even more points.

HOW IT CAME ABOUT THAT DEALE GOT THE CONTRACT WITH CRC FOR WASTE REMOVAL : 2004 – 2007

23. During late 2004, early 2006 my Company Psychem Waste Solutions (previously Psychem Consultants) traded as a waste removal company, which was registered as required by law. I made sure that Psychem was a reputable waste removal company and Psychem was also a registered waste transporter, registered with the Department of Forrestry and Rural Affairs.

24. Around 2005, my business Psychem Consultants ("Psychem") was awarded contracts with the CRC to remove and dispose of waste and

expired products from the various LCRC's. Waste can be described as liquid mixtures, containing:

- chemical waste
- photographic waste containing silver
- alcohol
- corrosives
- hydrofloric acids
- traces of heavy metal, etc.

Waste can be hazardous to human life, plants and water could be contaminated. Expired products are products with expiry dates that reached such dates. It has to be destroyed such as fingerprinting powder.

25. This was a large national contract. I had engaged in the bidding process in this regard. Prior to this there had been ad hoc requests in this regard involving only small amounts.

26. Deale initially managed the logistics regarding this contract. He removed a quantity of waste from seventy five of the LCRC's. I arranged for the waste to be analysed. The resultant report indicated that there were traces of heavy metal present. This disqualified the waste from being disposed of at the Thermopower Disposal Facility.

27. Initially the waste was taken to North West Incinerator where we paid for it to be incinerated. However, Deale then complained about the cost and suggested an alternative of recycling the waste at Noble Industries, Chem City, Sasolburg. The incinerating process is the burning of all hazardous

waste, where after the residu in the form of carbon is transported to approved landfill sites.

28. I had my reservations about his recycling proposal and in time I discovered that he was not having the products recycled but merely had stored at Noble Industries after some limited and ineffectual process had been applied at a minimal cost.

No recycling was done. The products were stored for a longer period than allowed by legislation. I regarded this as a huge problem, as, Deale had already submitted lab reports for disposal to Jacobs, and thus received payment therefore. I brought this to the attention of Jacobs, whereby he replied that once the CRC was relieved from the waste it is of no further concern to him.

29. The CRC are supposed to get a disposal certificate before making payment for the disposal of the waste, however, Deale had managed to arrange payments for the waste which had been stored at Noble Industries, merely by providing laboratory reports in lieu of the required disposal certificates. This had gone on for about two years at about R 75 000 per month. This would have amounted to payments in the vicinity of R 1 800 000.

30. I did not agree with this once I found out about it, and I immediately had the waste removed from Noble Industries and had it properly disposed of at the North West Incinerator.

31. It was at this time that Deale and I started to disagree about the waste removal business, and his suggested methods of waste disposal. For example, he said to me that he wanted to hammer-mill pharmaceuticals to a powder! When I asked him why on earth he would want to do that, he

said that "*then you can do anything you want with it*" I was, to say the least, flabbergasted by his suggestion.

By flushing any hammer-milled product down the drain, or down the sewerage, or dispose of it in any way possible other than by incineration, will have catastrophic measures due to the hazardous nature of such product.

32. In March 2008, just after the tender was awarded, I wrote to the tender board of the SAPS Logistics Pretoria Col. Elsie Strydom ("Strydom") with a copy to Jacobs, copy of which marked and attached as **Annexure "SH2"**, to advise the tender board that CIT did in fact not comply with various of the Gauteng Province Health Care Waste Management Regulations, 2004, and I also raised other concerns *inter alia* that :

32.1 Under the Gauteng Province Health Care Waste Management Regulations, 2004 which was promulgated on 3 December 2007 and as stated in the tender, CIT must be registered under law with the Department Of Agriculture, Conservation and Environment for the transportation of chemical and medical waste. To date CIT is not registered;

32.2 New waste cabinets and containers as per specifications must have been placed at all 75 LCRC's and none have been placed at the time as specified in the bid, which was obviously also done by Deale;

32.3 CIT did not indicate use of a subcontractor for the disposal of the waste as required. Instead on 7 March 2007 warrant officer Andrè Bester ("Bester") from the CRC asked permission to use a state vehicle for the removal of waste from LCRC's for remuneration from the awarded bidder. This I was informed by a CRC official Capt Naomi Burmeister ("Burmeister"). The sub-contractor referred to is thus Bester;

32.4 Burmeister further informed me that CIT also used one Roger Barret in Bloemfontein that used to work for the LCRC to collect waste with a vehicle that does not comply legally, meaning it does not have a canopy that is double insulated, does not have the hazardous sign on vehicle, does not have the waste transport sign on the vehicle, and does not possess a valid permit to transport such waste. The drivers of such vehicles also have to possess a category D drivers lisence;

32.5 CIT (we) stated that it does not have the necessary vehicles as required by the National Transportation Act that complies legally to remove the waste due to financial constraints;

32.6 The facility that CIT uses for the disposal of waste is no longer licensed to dispose of chemical waste. The North-West Incinerator, due to licensing conditions that changed, no longer hold the required permit to dispose chemical waste;

32.7 Before the tender was awarded, Jacobs went to dinner with the bidder which raises a serious matter of conflict of interest/corruption. One of the CRC employees at the time, saw them at a restaurant together, who informed me of this;

32.8 As with all new tenders, the bidders must have a proxy from the company to bid for a specific tender, which empowers them to tender. I, a 50% shareholder of CIT and a 70% shareholder of Psychem never gave CIT the authority to tender as this would be in conflict with the tender of Psychem.

33. Nothing came from this complaint, and Psychem never received a response from Strydom, although another letter was addressed to her dated 10 June 2010, copy of which marked and attached as **Annexure "SH3"**. I was extremely disappointed in the actions of the SAPS as it was crystal clear that there was collusion in granting of the tender, yet no one at the SAPS seem to do something about it. It was then that I realised that Deale must have very strong allies in the SAPS, and it scared me a little.

At the time I registered cases at Lyttleton SAPS, of which these cases were never registered. Deale was well connected within the SAPS.

34. Deale often talked about poisens that cannot be detected and I have developed signs of having digested poisens. Col. Chris Steenkamp at Forensics told me that they only way I can have a forensic analysis to verify my suspicions would be if I lay an official charge at the SAPS which I never considered because Deale had connections and the consequences could be lethal.

35. When we finally divorced on 2011-03-07, I explained to my attorney that I want to clearly state in the Divorce Settlement Agreement that I have severed all ties with CIT since 2006 and that I would not be held liable for any activities since filing for divorce.

36. Since 2010 I have also left the waste disposal service and it had been my intention to set up a waste disposal facility. Consequently Deale and I are no longer in competition with each other.

WHAT TRIGGERED ME TO INVESTIGATE THE MATTER ON A SERIOUS LEVEL

THE SARS ISSUE IN RE UNPAID TAX AND VAT FOR CIT

37. Around February/March 2010, SARS started phoning me about unpaid Vat and income tax for CIT. I was informed that CIT had not paid any tax or vat since 2008. The person phoning me was a certain Mrs. Isabel Venter ("Venter"), and she contacted me as I was a registered member and she could not get hold of Deale.

38. I did not know what this was about, because CIT was Deals's business, and it was also the entity in which the CRC tender was granted. Therefore, it could not be possible for Deale to be in trouble with SARS as the SAPS would supposedly not tolerate this behaviour of taxes not being in order.

39. I realised that something was wrong and I contacted Jacobs at the CRC. On 4 February 2010, I wrote an e-mail to Jacobs, attaching the Gauteng Regulations with regards to waste removal. I once again pointed out to him that Deal does not comply with various of the regulations, and I further advised him that I need to report this to the relevant persons who are in control of the tender as I did not want to be seen as if I agreed with Deal's actions even though I was still a member of CIT. At this stage I cannot trace this e-mail and would attach it to this affidavit once found.

40. The situation bothered me immensely, and I did not know what to do. I decided to write to my attorney at the time for advice. On 29 March 2010, I

wrote an e-mail to my attorney Jacques Nel at Tim Du Toit & Kie, setting out my concerns. copy of which is marked and attached as **Annexure "SH4"**.

41. I further wrote to Venter at SARS, explaining to her that I am seeking advice from my attorney, and that:

    41.1 I instructed FNB to freeze the CIT account at FNB as Deale and I were in the midst of divorce proceedings and we did not agree on anything, less so our finances;

    41.2 I then found out that Deale simply moved the income to his private account at FNB, to this end, his FICA info was not up to date at the bank, and I could not ascertain his home address;

    41.3 I was trying to locate Deale so that SARS could contact him;

    41.4 I reported him to the Green Scorpions and I advised her of my suspicions of tender fraud;

    A copy of this e-mail dated 31 March 2010 is marked and attached as **Annexure "SH5"**.

42. Because Deale did not update his FICA details his bank statements continued to be delivered to an old address where my son now resides. This is how I have insight into the account as referred to above.

43. I also contacted Jacobs again about the SARS issue and the fact that SARS is chasing me for unpaid Tax and Vat for CIT. I wanted to meet with Jacobs to discuss this issue, as it was impossible for the Tax and Vat to be unpaid as CIT was rendering waste removal services to the CRC under a

tender, and accordingly CIT had to submit a tax clearance certificate with each quotation.

44. I met with Jacobs about this issue, and he then took me to see Burmeister whereby I had a meeting with both of them.

45. Jacobs confirmed that tax clearance certificates were in fact submitted with each order / quotation. Burmeister showed me a tax clearance certificate dated 7 February 2008, and she commented that the certificate looked 'fake' to her. This was submitted with the crime investigation products quotation.

46. A copy of this tax clearance certificate is marked and attached as **Annexure "SH6"**. You will see the certificate is in the name of <u>Crime Investigation Technologies [CIT] trading as Crimetech.</u>

47. Burmeister subsequently requested Deale to submit a new tax clearance certificate.

48. Deale submitted another certificate dated 4 May 2010, now issued in the name of Crimetech Laboratories CC, copy of which marked and attached as **Annexure "SH7"**. It is to be noted that this certificate does not reflect VAT, PAYE or the other particulars other than the company registration number and income tax number. It must further be noted, that <u>Crimetech Laboratories CC</u> is not the entity which was awarded the main tender/quotations.

From the date reflected on this tax clearance certificate it is clear that business was awarded to Deale by the CRC on an outdated certificate for more than a year. It is my respectful submission that the members of CRC involved with Deale were negligent in the performance of their duties and/or involved with Deale on a corrupt manner. It is obvious that the initial submitted certificate was not legitimate otherwise Deale would have argued this with the CRC.

49. My impression is that when Deale has been delinquent with regard to the tax affairs of a business entity and he is unable to get a tax clearance certificate for that entity, he merely creates another business entity in order to continue business, as is reflected in para 46 and 48 above. It is clear from the registration number for Crimetech Laboratories that it was created in 2009. I can only assume that when Burmeister asked Deale for a new tax clearance certificate, he created this company as SARS would not issue a tax clearance for CIT, hence their calls to me, and that this is also why he took so long to submit the second certificate.

50. I later received a final letter of demand from SARS with regards to outstanding EMP201 records, outstanding PAYE together with penalty interest. A copy of this letter is marked and attached as **Annexure "SH8".**

51. I responded to this letter by addressing an e-mail to Mrs. Patricia Lebese advising her that I have no control or knowledge of activities in CIT and that Deale refuses to have me removed as a member as agreed in 2006, copy of which is marked and attached as **Annexure "SH9"**. To date I am still not removed from CIPRO.

52. Despite my attempts to sever all ties with CIT, approximately March 2010, I began receiving communications from SARS regarding alleged irregularities for which I was considered liable in relation to CIT although this was as a result of Deale's conduct. Since then, it was clear that I could not merely put my past with Deale behind me, despite these matters being reported to various officials in the SAPS and SARS. I realised that I should

report what I suspected about him and clear my name. I am still having difficulties in this regard and resolution of the SARS matters are not imminent.

CONCERNS OF ILLEGAL WASTE DUMPING

53. At the time when I was trying to investigate "the SARS issue", I was contacted by Gerhard (082 356 5479) and Buks Meyer (072 379 1481), who was previously employees of Deale. They were complaining to me that Deale was dumping waste illegally.

54. The Meyers also explained to me in detail how Deale was going about the illegal waste dumping. For instance, they told me that Deale dumped all chemical waste that he did not re-sell, via a swimming pool pump in the sewage. Apparently Deale would first hammer-mill the pharmaceuticals to a powder and then also added that to the liquid waste. The Meyers further mentioned to me that the process of dumping is conducted by one Violet Sedule ("Sedule"), whom I know as she used to work in the house for Deale and I. This took place at Hennops Business Park where Deale had his office. Deale later on moved his operations to Parys. Dumping in this fashion is illegal as already emphasised earlier in this affidavit.

55. I was desperate for someone to take notice of what was going on, and since I was not getting any guidance from the SAPS, I decided to approach the "Green Scorpions" and made contact with Eugene Swart ("Swart") (083 412 5936) of the Department of Environmental Affairs ("DEA"). I am not sure when I met with him for the first time, but it must have been early March 2010, as I addressed an e-mail to him on 6 April 2010, giving him more information, copy of which is marked and attached as **Annexure "SH10"**.

56. In this e-mail, I attach a detailed statement of my suspicions of illegal waste dumping. I further clarify to him that "lab reports" are not proof of legal disposal. I also pointed out that:

56.1 The lab reports are only signed by Deale and not by an official of a legal disposal company;

56.2 The lab reports does not contain an official stamp required of the disposal company as is legally required;

56.3 No manifest document had been submitted as proof of disposal;

56.4 I had previously reported all these issues to Strydom, and I attached copies of my correspondence with her;

56.5 there has been an incident in Bloemfontein where a Judge found HCRW of the SAP LCRC dumped on his farm. The Judge traced the origin and Deale responded that the waste "had been blown off" the vehicle owned by Deale. My questions regarding this was (1) it is impossible for several red bags of waste to be blown off a bakkie, and (2) that waste cannot be "blown off" a vehicle which complies with regulations as stipulated by the Department of Transport, for waste removal. It is too be noted that Genl. Khunou, the commander of Jacobs at CRC actually accepted Deals's explanation for this incident despite it being completely bizarre.

57. I also pointed out to Jacobs that a proper disposal certificate was required by legislation for the disposal of waste and that a laboratory report would not suffice. Thereafter Jacobs had informed me that Phambile Disposal Facility ("Phambile") stamps were on the certificates which Deale was

submitting to the CRC after I started complaining. I can only speculate as to the authenticity of the stamps there on.

58. Also at this time, I decided to do my own homework and to find out whether Deale in fact disposes waste at any of the legal waste disposal sites in South Africa. During 2009 – 2010, I had several meetings with the below mentioned disposal facilities, and all confirmed that Deale and/or any of his companieswas not a client, which is an indication that he dumped waste illegally:

58.1 Thermopower, CEO Dr. C Eleftheriades;

58.2 Enviroserv, Neil Brink and Dawie Fourie, director of Chemical disposal;

58.3 Wasteman / Phambile CEO Oliver Meyer and incinerator plant manager George Fourie;

58.4 Aids safe, Dr. Dave Sekhete.

59. I met with Swart again and reported that Deale was not using accredited disposal facilities and I also sent him a letter as a follow up with the address of Deale's business facilities. The feedback I received was to the effect that merely on the quantity of waste being stored on the premises Deale was in contravention of legislation. I also provided Swart with contact details of the Meyers who have insight into Deale's methods of waste disposal which are a cause of significant concern.

60. After that nothing much happened, and no one came back to me. I contacted Jacobs again to ask why no-one is responding to my complaints. Jacobs then advised me that he would send my documents to Khunou.

61. Thereafter I also saw a Colonel Pillay at CRC and provided him with documents which I had provided to Strydom. I similarly provided Swart of DEA with these documents.

62. Pillay scheduled a meeting for me with a General Phahlane. As a result of having received information that Christo vom Hagen ("Vom Hagen") of Airflow Tech had made reports to Phahlane regarding Deale and had ended up being sued for defamation of character, I elected not to meet with Phahlane. At the time Vom Hagen also told me to be aware of Phahlane as he is more of a friend to Deale than Khunou.

    I know that this is the trade mark of Deale to threaten/sue and later drop such claims.

63. As I was not getting assistance from the SAPS and/or the DEA, I decided to approach "the Hawks".

64. At the time, Vom Hagen made the appointment and we both went together to see Lt. Col. Solly Magobosha ("Magobosha") towards the end of 2010.

65. I told Magobosha my story and suspicions of illegal waste dumping, tax evasion, tender fraud, non-compliance with regards to waste disposal and that we have received no response from the SAPS or DEA. I felt like somewhere someone was turning a blind eye for Deale to get away with all of this.

66. After our meeting I recall that Vom Hagen had a follow up meeting with Magobosha to draft a statement, copy of which is marked and attached as **Annexure "SH11"**.

67. I further noted to Naomi Vom Hagen that I was now getting scared because no-one that I have approached is getting back to me. At this time I

approached several members of the SAPS and the tender board, the Green Scorpions and now also the Hawks.

68. Deale had subsequently been charged for the illegal dumping of waste but the case does not include the waste as referred to in this statement.

MY SUSPICIONS OF DEALS 'CONNECTIONS' IN THE SAPS

69. At the time Khunou was appointed, Deale made an immediate attempt to get close to him often mentioning to me that "things will turn around with a black person because they are easier to bribe". He often said that they earn such small salaries in the SAPS that bribes can be counted on. Deale often told me that he met with Khunou but that Jacobs were holding the buying strings too tightly and that the time would come when Jacobs would be taken out and Khunou would be 'in his pocket'. At this time Deale and I were still together.

70. My reference to the appointment of Khunou means when he took up a position in the CRC wherein Deale became aware of him. This would have been around 2004/2005. I do not know Khunou and have never met him. I do not have personal insight into actual improper dealings between Khunou and Deale.

71. Bester who is based at the CRC Pretoria and whom I think is a warrant officer, is also in Deale's pocket. My reference to him supplying official information to Deale is based on what I personally heard him disclose to Deale at a golf day somewhere in Pretoria approximately 2004/2005.

72. Bester said something along the lines of: "*You think that Anton (referring to Jacobs) is your friend but he gave another supplier an order of about R 3*

000 000 for Pinto Lights". He mentioned the company name but I cannot recall it now.

73. On another occasion I also heard him boast about having seen documents upside down on colleague's desks and then report the quote details to Deale. Deale also told me on other occasions of being provided with this type of information by Bester. This type of information obviously placed Deale in a favourable position to submit more competitive quotes against other competitors with the assurance of getting the orders.

74. I saw Deale giving money to Bester on two occasions. On both these occasions we were in the area where the off loading of products takes place at the CRC Pretoria. On each occasion I heard Deale tell Bester where in the bakkie he had left his money and then Bester, during the off loading process, would get the money and I saw him conceal it in his sock. The first occasion involved R 3 000 because Deale told me the amount.

75. After I saw this I expressed my disapproval to Deale. Deale was non committal, but on the second occasion it had not been planned that I would be at the CRC. I do not know how much money was involved in the second payment. He also threatened me that it would simply be my word against that of 2 other people. He further said it was my perception, but that it could also have been a loan to Bester.

76. I do not know what the payments were for and informed Jacobs at a stage who merely responded that Bester would be in big trouble if he gets caught.

77. The two payments I witnessed were about six months apart. I never saw any other payments made to Bester but Deale would also inform me of breakfast meetings that he had with Bester and on about four or five occasions I noticed amounts of R 3 000 had been drawn in cash by Deale

from my Psychem bank account. These coincided with his breakfasts with Bester. When I confronted Deale with my suspicions he never provided an explanation nor did he produce the money, instead he would laugh me off and make out that it was a figment of my imagination. The bank statements compared to the credit card will show as I am certain that Deale would have paid for such breakfast and/or lunch by swiping his card.

78. Around 2005 or 2006, once our relationship had soured, Deale went on a number of trips with Bester, according to Deale, to demonstrate "small particle reagent" used for developing fingerprints at the various LCRC's around the country. He said that he travelled with Bester in an official police vehicle.

79. On one such occasion Bester's wife, Karen, a civilian who worked at a doctors surgery, and I flew down to Cape Town together where she and Bester had an all expenses paid weekend, staying in a guest house, paid for by Deale. This was at the end of 2005. Bester and Deale had driven down to Cape Town ahead of us.

80. I further heard from Gerhard and Buks Meyer as well as from Naomi and Christo vom Hagen (Naomi use to be a civilian employee at the CRC), that Deale and Khunou often met at a hotel near Deale's office which used to be in Van der Walt Street, Pretoria.

81. The Meyer's also mentioned another policeman, as I understand also from the CRC who also met with Deale similarly. However I do not know the policeman to whom they referred.

82. The Meyer's, Naomi vom HAGEN, as well as people from Solar Biotech (Mark and Jeanine Froneman) told me about Komondolowich's access to

Khunou's office. Komondolowich is/was the new life/business partner of Deale.

83. Koos Bierman (former SAPS member), who's daughter also worked for Deale, informed Naomi Vom Hagen that at the end of 2011 Deale took Phahlane on holiday to Poland, all expenses paid.

EVIDENCE OF DEAL MANUPULATING THE SYSTEM, ROTATION ISSUES AND SOLE SUPPLY AGREEMENT WITH SAPS

84. Whenever Deale did not get orders from the CRC he got very upset.

85. My reference to Deale and supply rotation issues refers to him having an unrealistic sense of entitlement with regard to the granting of orders for supply rotation. I have seen correspondence to him from the CRC wherein it was explained to him that his interpretation of the supplier rotation system was incorrect.

86. My understanding of the supply rotation system is that the CRC rotates the invitations to provide quotes between the various suppliers/service providers so that the orders do not always go to the same businesses.

87. Because Deale viewed Jacobs as a threat to him being given orders, he engaged in lodging complaints against him to have him removed from his position at CRC.

At this time Deale and I were still together. He was of the opinion that Jacobs manipulated the rotation process. I informed Jacobs of this, whereby he had a positive attitude towards me. Approximately this same period, Deale appointed Jacobs's wife to do the typing of the lab reports. This appointment was discussed and arranged at one of the CRC braai's. I queried this with Deale, and shortly after her appointment, I terminated the services of Jacobs's wife. It is after this that Jacobs turned against me and he and Deale became best friends.

88. My reference to Deale being a "sole supplier" relates to Burmeister, prior to her suspension at the time, having called me to confirm whether Deale was a sole supplier of certain products. I told her he was not. She appeared to be questioning this misrepresentation by Deale. Burmeister had not been suspended with the others but was only suspended some months later, after she had queried Deale's tax clearance certificate and claim of being a sole supplier. This I was informed by Burmeister herself.

89. Deale apparently claimed to have a sole supplier status with regard to the "pre-mixes" of various fingerprinting powders. This is incorrect as Sirchie and Ace are international leaders in this field and other persons would be able to supply their products in South Africa.

90. Instead of providing properly accredited products, Deale is supplying locally produced inferior products which apparently do not work (This is according to a CRC official named Francois Louw). Vom Hagen took photographs, at my request of containers of the products supplied by Deale which vom Hagen e-mailed to me. Printouts of these photographs are attached hereto as **Annexures "SH12 to SH17"**. The photographs depict the following:

90.1 **SH12** an official vehicle in which an aerosol allegedly exploded;

90.2 **SH13** depicts the aerosol which dispenses silver fingerprint powder which allegedly exploded;

90.3 **SH14** depicts another view of the exploded aerosol;

90.4 **SH15** depicts a similar aerosol container which has not exploded. Of further note is that the label refers to a "patent pending" which Deale applied for in 2006. A pending patent is only of force for eighteen months, as been advised. Since Sirchie already have patents on a similar product, Deale knows full well that he will not be able to get a patent on the product. He explained to me that his motivation for applying for a "patent pending" was that it was cheap to do and would discourage other from trying to do so. Deale exploits ignorance in this regard;

90.5 **SH16** depicts the four sides of a container of a product I know Deale supplies. It does not comply with the legislation relating to the proper description of the chemical contents being displayed thereon. Legislation also requires material safety data sheets that must accompany such products. This will create problems with regard to legitimate conveyance and disposal;

90.6 **SH17** depicts 3 photographs of other products I know Deale supplies which are similarly non-compliant regarding their labelling.

91. An example of how he manipulated the system is where he would ask someone from another company [not trading with CRC] to submit a quotation that is higher than his quotation. As an example I mark and attach **Annexure "SH18"**.

92. I wrote to Jacobs about the 'ghost tenders' amongst other on 10 June 2010, see my e-mail marked and attached as **Annexure "SH19"**.

93. My reference to "ghost bidders" is where Deale would complete quotations which he would provide to other persons to submit under the letterheads of their businesses.

94. I know this because I have seen the copy of a Noble Industries quotation which included a note from Deale asking Johan von Ludwig to submit the quote for him. This was done by Deale in order to manipulate the supplier rotation system and would end up initiating all three quotes required by the CRC's rotation system. It was a very old quote which I saw.

95. I have a copy of an affidavit from Jacek Ireneusz Dembowski ("Dembowski") of Legodu Technologies CC, relating to an agreement with Deale wherein Deale's Crime Tech Laboratories would receive a 50% profit from Legodu, including two invoices from Crime Tech Laboratories. This would be another scheme to negate the purpose of the supplier rotation system. A copy of the affidavit and annexures are attached hereto as **Annexure "SH20"**. I obtained this via Naomi vom Hagen.

96. It bears mentioning that Dembowski had taken a witness to the police to make an affidavit against Deale but that the situation was allegedly manipulated to appear that he had bribed her to do so and Dembowski ended up being arrested.

He allegedly took Sedula to the SAPS to make an affidavit relating to Deale flushing powder substances through the sewage. She then requested R100 from him for a taxi. She then told the SAPS that he bribed her to make such affidavit.

IRREGULAR IMPORTATION OF GOODS AND COLLECTION, REPACKAGING AND RESELLING OF EXPIRED PRODUCTS

97. Bester was the person who initiated our business getting its first invitations for quotes from the CRC.

98. On one occasion, probably before 2000 [I cannot recall an exact time-line], I was at the CRC when Bester took us to the store and showed us the fingerprinting powders from other suppliers and gave samples of the various powders to Deale.

99. Deale abused this to the extent that he repacked the samples supplied and then submitted them to the CRC for approval as "his product". The product was approved and orders from the CRC then started coming in.

100. Deale did not supply the imported products he had submitted as samples, but instead supplied locally produced products which did not have the necessary standards applied in their manufacture or the proper accreditation.

101. I was present when complaints were later made to Deale about the sub standard quality of his products by Capt. Frans van der Merwe at the CRC. This was around 1997/1998. The complaint related to Deale's product being too course and destroying the fingerprints which crime scene experts were trying to lift. Later complaints were made that the product was "clumping". There were continual complaints received about the products which were clearly inferior.

102. Around 2005, Deale informed me that he had been repacking and relabeling the expired products from the LCRC's and had then resupplied them to the CRC. He was boasting because he was proud of his system which involved him being paid at least three times for the same products (i.e. he would be paid for the initial supply of the products to the CRC, then he would be paid for the removal and disposal of these products after their expiry dates and then he would be paid again when he resupplied the same products, merely having repackaged and/or labelled with new expiry dates).

He boasted that he even reduced the periods of expiry to suit his purposes. He did this in the name of Crime Investigation Technologies. I am not sure of the finer details of his scheme.

103. His lies about recycling the waste prompted me to take control of the waste disposal activities myself and exclude Deale there from.

104. Around 2007 after I had severed ties with Deale, I received documents in the post which indicated that he had imported Sirchie products on two occasions in the name of my company Psychem Consultants, without my knowledge or approval. I warned him in writing not to do so again. I unfortunately cannot trace this letter.

105. I made a report regarding the relabeling of products via e-mail to Jacobs See **"SH19"** in relation to my suspicions of relabeling of Heintz Lab products. I had been reluctant to report this to Jacobs previously because he and Deale had been rather friendly and went fishing together. Jacobs was involved in the police angling club and arranged for Deale to participate in their activities.

106. I am aware of Deale receiving samples of the Sirchie products from Bester as described above. When I queried Deale he confirmed that he had handed the CRC these products as his samples for testing and only once he had been given the order did he start experimenting to try and produce similar product which he would actually supply. When I questioned this, he responded by saying "*testing is a two-way street*".

WHY I AM STILL A MEMBER OF CIT AT THE TIME I DISPOSE TO THIS AFFIDAVIT

107. I guess the one thing the Court would want to know is why I have not resigned from CIT if I was so concerned about Deale using the CC to commit fraud.

108. As I previously advised, I specifically instructed my Divorce Attorney to ensure that all ties with the businesses of Deale were severed upon divorce. My attorney assured me at the time that such a clause will be included in the Divorce Settlement Agreement. I attach a copy marked **Annexure "SH21"**. You will see that the very first clause is an Indemnification clause, and I believed that this clause severed all ties I had with Deale.

109. Since the divorce, I believed that I had severed my ties with Deale and subsequently moved down to Cape Town in 2007 to start a new life.

110. I was subsequently advised by my new Attorney that the Divorce Settlement Agreement does in fact not sever my ties with CIT. She explained to me that I had to officially resign from the CC by completing a specific form issued by the Companies Office (CIPRO).

111. I subsequently got the form completed and signed by Deale, but he refused to provide a copy of his ID document and thwarted me in this regard. CIPRO would not accept my application to resign as a member without it including a copy of Deale's ID.

112. When looking for documents to support my version set out in this affidavit, I came across a copy of Deale's Identity document. I have now instructed

my Attorney to submit the documents so that I may officially resign from CIT.

SAPS LCRC WASTE TENDER ON HOLD (2013-2014)

113. I was informed that the waste tender is on hold again, since it is re-written to include waste removal with maintenance of the Labs and it will include a new addition namely "cleaning of crime scenes after investigation by Crime Scene Technicians".

114. This is blatantly writing a tender to favour and accommodate Deale. Deale never received a permission letter from a disposal company to attach to any tender, and my opinion is that this criteria would be removed to accommodate Deale.

115. At this stage Deale obtains Lab Maintenace Orders at the CRC eventhough he is not a supplier of the spare parts. The Sole Supplier contract had been awarded, by the manufacturer of the equipment, to another company.

116. This information was relayed to me by Naomi vom Hagen and I believe Max Zinzerling of the CRC stores will apparently also have further information in this regard.

OTHER BUSINESS WHO ARE USING DEALE

117. Other entities which I suspect are making use of Deale for the disposal of waste is the Medical Research Council and Prominent Paints. I can only speculate as to how he would be making disposal of their waste such as inoculation substances and solvents.

OTHER IMPORTANT INFORMATION

118. During 2013, my company Psychem and I were charged for non compliance with legislation which occurred during 2010. The case against me was withdrawn. I paid an admission of guilt on behalf of my company which was already closed down, not conducting business anymore, copy of which marked and attached as **Annexure "SH22"**.

119. Attached herewith other information that might be relevant and/or helpful in this investigation:

    119.1 Minutes of meeting held at CRC on 28 April 2010, marked and attached as **Annexure "SH23"**;

    119.2 Declaration of interest: Deale/Jolanta Komedolewicz, marked and attached as **Annexure "SH24"**;

    119.3 Chemicals paid but not delivered, marked and attached as **Annexure "SH25"**;

    119.4 Companies registered on names of Deale, his son and Komodolowicz, marked and attached as **Annexure "SH26"**;

    119.5 Chemicals: Spray canisters not up to standard, marked and attached as **Annexure "SH27"**; and

    119.6 E-mail to Deale requesting copy of his identity document, marked and attached as **Annexure "SH28"**.

120. Annexures "SH12-17", 18 and 20 will be obtained from my attorney at Cape Town and added to this affidavit.

OUTCOME REQUESTED

121. I desire police investigation into these matters as highlighted above. Apart from the corruption mentioned, officials of CRC also contravened legislation pertaining to the disposal and transport of hazardous waste.

122. In particular I request that all tenders/quotations at CRC involving Deale, his son and Komondolowicz be investigated.

I know and understand the contents of this declaration.

I have no objection to taking the prescribed oath.

I consider the prescribed oath to be binding on my conscience.

Signed at __________________ on this ____ day of July 2014

____

[redacted]

I certify that the deponent acknowledged that she knows and understands the contents of this declaration, that she has no objection to taking the prescribed oath and considers it to be binding on her conscience.

Signed and sworn to before me at _____________ on this the ____ July 2014.

____

Commissioner of Oaths

Full Names: ______________________________

Designation: ______________________________

Area: **RSA**

Address: ____________________________________

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