

**IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

CASE NO: 58590/2021

In the matter between:

THE PRUDENTIAL AUTHORITY

Applicant

and

3SIXTY LIFE LIMITED

First Respondent

NATIONAL UNION OF METAL WORKERS

OF SOUTH AFRICA

Second Respondent

In re:

3SIXTY LIFE LIMITED

SECOND RESPONDENT'S ANSWERING AFFIDAVIT

TABLE OF CONTENTS

A. INTRODUCTIONError! Bookmark not defined.

B. STRUCTURE OF THIS AFFIDAVITError! Bookmark not defined.

C. THE PARTIES5

D. THE RELATIONSHIP BETWEEN NUMSA AND NFS..... 6

E. THE RELATIONSHIP BETWEEN NFS AND 3SIXTY.....7

F. NUMSA'S INTEREST IN THE EX PARTE PROCEEDINGS AND ORDER 9

G. BACKGROUND FACTS.....11

H. THE PURPOSE OF THIS AFFIDAVIT.....12

I. APPLICANT'S FAILURE TO DISCLOSE MATERIAL FACTS IN ITS APPLICATION.....13

J. THE ABSENCE OF RISK TO POLICY HOLDERS.....15

K. THE UNDESIRABILITY OF CURATORSHIP AND ITS EFFECT ON NFS' POLICYHOLDERS24

L. URGENCY OF THE FINAL ADJUDICATION OF THIS APPLICATIONError! Bookmark not defined.6

M. APPROPRIATE RELIEF.....27

I. CONCLUSION28

I , the undersigned,

IRVIN JIM

do hereby make an oath and state that:

A. INTRODUCTION

- 1 I am the General Secretary of the National Union of Metalworkers of South Africa ("**NUMSA**"), a trade union registered in terms of the Labour Relations Act, conducting business from 153 Lillian Ngoyi Street, corner Gerard Sekoto Street, Newtown, Johannesburg. I have been employed in this capacity of being the General Secretary of NUMSA since 2008.
- 2 I am deposing to this affidavit in response to the rule *nisi* that was issued by this court in terms of this honourable court's order dated 21 December 2021. NUMSA seeks leave to be joined to the proceedings as the second respondent and also seeks to respond to the relevant allegations made in the *ex parte* application.
- 3 In my capacity as General Secretary of NUMSA, I am essentially responsible for the day to day running of NUMSA. This includes ensuring proper administration of NUMSA and for the general co-ordination of its activities as well as managing the operations and resources of NUMSA. The



activities that I render at NUMSA are similar to those rendered by a Chief Executive Office or Managing Director of a company.

- 4 I depose to this affidavit on behalf of NUMSA, who has authorised me to do so. My authority to depose to this affidavit and to oppose this application on behalf of NUMSA is derived from my holding the office of the General Secretary of NUMSA. The Constitution of NUMSA sets out my functions and responsibilities. In particular, under chapter 7, clause 2(d)(iv)(14) of the Constitution of NUMSA, I am given broad powers "*to perform other duties required by the Constitution or the National Congress Central Committee or National Executive Committee*". In practice this power also includes my authority to depose to affidavits and to institute and defend legal proceedings on behalf of NUMSA. To this effect, I attach the relevant extract of NUMSA's constitution marked as annexure "IJ1".
- 5 The facts to which I depose herein are within my own personal knowledge and are, except where the context indicates otherwise or I expressly say so, to the best of my knowledge and belief, true and correct.
- 6 Any legal submissions that I may make are so made on the advice of NUMSA's legal representatives and I believe them to be correct.

B. STRUCTURE OF THIS AFFIDAVIT

- 7 For the court's convenience I structure this affidavit as follows:

12.1.1
1/5

- 7.1 Firstly, I set out the details of the parties in these proceedings;
- 7.2 Secondly, the relationship between NUMSA and NUMSA Financial Services ("NFS");
- 7.3 Thirdly, the relationship between NUMSA Financial Services and NFS;
- 7.4 Fourthly, NUMSA'S Interest in the *ex parte* proceedings and order granted by the court that heard the *ex parte* application;
- 7.5 Fifthly, background facts;
- 7.6 Sixthly, the purpose of this affidavit;
- 7.7 Seventhly, the applicant's failure to disclose material facts in its *ex parte* application;
- 7.8 Eighthly, the absence of risk to policy holders;
- 7.9 Ninthly, the undesirability of curatorship and its effect on NUMSA Financial Services policyholders;
- 7.10 Finally, Conclusion and Costs.

C. THE PARTIES

- 8 The applicant is **THE PRUDENTIAL AUTHORITY**, a statutory juristic person established and operating within the administration of the South

T.S.
K.M.

African Reserve Bank. The applicant's principal place of business is situated at 370 Helen Joseph Street.

- 9 The first respondent is **3SIXTY LIFE LIMITED** ("3Sixty"), a registered life insurance company and accredited to underwrite life and assistance policies. It was established in 1993 as HTG Life. The name was changed to Union Life in January of 2008 and subsequently re-branded as 3Sixty Life in 2018 to align with its parent company, 3Sixty Global Solutions Group.
- 10 The **NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA** ("NUMSA"), a registered trade union, registered in terms of the Labour Relations Act, seeks to be joined to these proceedings as the second respondent.

D. THE RELATIONSHIP BETWEEN NUMSA AND NFS

- 11 NUMSA Financial Services ("NFS") is an authorised Financial Services Provider (FSP) accredited by the Financial Sector Conduct Authority (FSCA) and the Council of Medical Schemes (CMS).
- 12 NFS was established in 2010, pursuant to a resolution by NUMSA. NFS was established with the aim of providing members of NUMSA with affordable financial services products, tailored to suit their budget. NFS is one of the subsidiaries of 3Sixty Global Solutions Group.
- 13 The NFS has an extensive funeral service plan, policies and products, which cover single members of a family of up to 12 members, including extended family members.

m. 1 / A

- 14 The NFS' funeral products cover any age from 0 to 84 years old and require no medical examination upon entry.
- 15 After nearly ten (10) years in the financial industry, NFS has extended its service offering to include short-term insurance which covers building, household content, all risk, motor, legal expenses product and mobile devices. NFS has partnered with Salt Employee Benefits which offers affordable and smart employee benefits solutions to discerning trustees, while NFS members can look forward to a responsive and pleasant experience. SALT EB offers retirement fund and client service such as stand-alone or umbrella solutions, in-house and/or third party administration, comprehensive benefit structures, Integrated administration system amongst other service.

E. THE RELATIONSHIP BETWEEN NFS AND 3SIXTY

- 16 3Sixty Life is ultimately owned for the benefit of members of NUMSA through NUMSA's investment arm, the NUMSA Investment Trust ("NIT"). 3Sixty, is an underwriter of life insurance and funeral policies, which are sold and marketed by NFS to NUMSA members.
- 17 3Sixty Life has over the years made significant contributions to the benefit of workers, including providing insurance products at affordable prices saving workers a lot of money in insurance premiums.

J.S. *11-11-11*

- 18 3Sixty Life in the main, insures the clients of Doves and the members of NUMSA, mainly through NFS and directly to retirement funds where NUMSA organises workers. Doves and NFS respectively account for 49% and 26% of policyholders of 3Sixty Life in terms of premium income. Since Doves is ultimately owned by the NIT, its services are extensively marketed by NFS to NUMSA members. It therefore follows that a significant number of the policyholders of 3Sixty Life, who are members of NUMSA and are also indirect shareholders of 3Sixty Life.
- 19 NUMSA negotiates for additional financial services benefits for its members including funeral assistance by its (NUMSA's) involvement in selecting an insurer and by getting involved in negotiating stop orders.
- 20 NUMSA is the legitimate voice of members on insurance benefits offered through the workplace. It markets to its members 3Sixty products through NFS and is the policyholder on behalf of its members for the insurance of NUMSA's condition of membership compulsory funeral scheme.
- 21 NFS in the main has two main schemes, the compulsory scheme as well as the voluntary scheme. The compulsory scheme is available to every member of NUMSA by virtue of them being card carrying members of NUMSA. The compulsory scheme covers the policyholder (a member of NUMSA as well as members of their family).
- 22 If a compulsory scheme policy holder needs additional benefits over and above the ones that are offered under the compulsory scheme, they can



join the voluntary scheme and benefit from additional benefits offered therein.

23 Both compulsory and voluntary (additional benefits) schemes are insured by 3Sixty Life. This means that the NFS is a broker that sells to NUMSA members policies that are underwritten by 3Sixty.

24 The total membership of policyholders insured by 3Sixty is as follows:

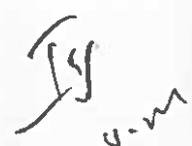
24.1 The compulsory scheme has over 280 000 active policyholders, who are offered funeral assistance by 3Sixty with total monthly premium of approximately R2.2 million per month;

24.2 The voluntary scheme has approximately 29 400 active policyholders, who are offered funeral assistance by 3Sixty with a total monthly premium of approximately R11 million per month.

F. NUMSA'S INTEREST IN THE EX PARTE PROCEEDINGS AND ORDER

25 In seeking an order for the provisional liquidation of 3Sixty, the Prudential Authority relied on many varied grounds. One of those grounds was that 3Sixty's financial position poses a risk to policyholders.

26 Since 3Sixty Life is ultimately owned for the benefit of members of NUMSA through the NUMSA Investment Trust; and NFS accounts for 26% of 3Sixty Life's policyholders in terms of premium income, therefore NFS and indeed

Handwritten signature and initials, possibly 'Jy' and 'v.m.', located at the bottom right of the page.

NUMSA is an important voice when it comes to any potential or actual risk to policy holders that would be posed by the alleged insolvency of 3Sixty.

- 27 In fact, NUMSA will demonstrate before this honourable court that 3Sixty has not defaulted in respect of any of NFS' claims. In fact, that 3Sixty has not defaulted on any claims that have been submitted by any of its policyholders since the advent of the Covid-19 pandemic, which the Prudential Authority appears to have relied on in incorrectly making an assertion that there is a risk to policy holders resulting from 3Sixty's financial situation.
- 28 It is on, *inter alia*, the abovementioned bases that NUMSA supports the opposition of this application and seeks an order setting it aside.
- 29 NUMSA, through NFS, therefore has a direct and substantial interest in the present proceedings as it is the only entity that owns 3Sixty Life and accounts for 26% of 3Sixty Life's policyholders in terms of premium income.
- 30 NUMSA is therefore an important voice not only because it is directly affected by the 3Sixty Life's provisional curatorship order, the details of which I will set out below, but also because it seeks to set the record straight and place before this honourable court important information regarding the alleged risk to policyholders, which was misrepresented by the Prudential Authority in its *ex parte* application.

430



31 Prior to dealing with these issues, I will set out the relevant background briefly and set out the purpose of this affidavit.

G. BACKGROUND FACTS

32 On 21 December 2021, this Court granted an interim curatorship order on an *ex parte* and urgent basis against 3Sixty with immediate effect pending the return date of 22 April 2022.

33 NUMSA found out about the Provisional Curatorship through the Chairman of NUMSA's Investment Company, Professor Kwandiwe Kondlo, who specifically informed me, in my capacity as General Secretary of NUMSA that in December 2021, 3Sixty was placed under provisional curatorship. I also received confirmation of 3Sixty's provisional curatorship through media reports. I also saw the response of 3Sixty's Acting Chief Executive Officer to the court order placing 3Sixty under provisional curatorship. It was circulated widely by his media liaison office.

34 Immediately upon finding out this information, NUMSA and NFS were extremely concerned about 3Sixty's provisional curatorship order so they asked to meet with the management of 3Sixty in order to get an explanation of how the provisional court order was obtained against 3Sixty.

35 Various meetings were organised between NUMSA, NFS and the management of 3Sixty. At these meetings, the management of 3Sixty informed us of the solid plan that it had in place in order to achieve financial

(S) v.m

soundness and that, in fact, curatorship is unwarranted. We were satisfied with the explanation given to us, we then indicated to 3Sixty's management that we would request data relating to 3Sixty's payment history of the claims of NUMSA's policyholders as well as all its other policyholders, as we have to this day not received any complaints from any NUMSA's policyholders that any of their claims were not paid because of concerns regarding 3Sixty's financial soundness. I will deal with these issues in detail below.

H. THE PURPOSE OF THIS AFFIDAVIT

- 36 I depose to this affidavit on behalf of NUMSA in response to the rule *nisi* that was issued by this honourable court in the order dated 21 December 2021.
- 37 Firstly, NUMSA seeks leave to be joined to the proceedings as the second respondent in the present proceedings and also to respond to the allegations made in the *ex parte* application.
- 38 Secondly, NUMSA seeks to reveal details relating to the alleged risk to policy holders, which were not disclosed by the Prudential Authority to this honourable court, which it was obliged to disclose as an *ex parte* applicant. It failed to do so.
- 39 Thirdly, NUMSA seeks to demonstrate to this court how undesirable the provisional curatorship of 3Sixty has been on its business as it holds a

significant interest in 3Sixty, through its ownership of 3Sixty Life through the NUMSA Investment Trust and also one of the major policyholders of 3Sixty through premium income. NUMSA will demonstrate how the business of NFS has been negatively affected by the provisional curatorship of 3Sixty.

- 40 In light of these submissions that NUMSA seeks to make, NUMSA submits that the rule *nisi* ought to be discharged and consequently that the order directing provisional curatorship of 3Sixty be set aside. Should this honorable court be so inclined, then it may be worthwhile to give 3Sixty's management strict and clear timelines to resolve any issues relating to its financial soundness. This is a subject that I offer no strong opinions on. It is a mere suggestion to ease the honorable court's load in the determination of this application should it have any concerns regarding 3Sixty's financial soundness.

I. APPLICANT'S FAILURE TO DISCLOSE MATERIAL FACTS IN ITS APPLICATION

- 41 I am advised that there is a heightened duty on an *ex parte* applicant to make a full disclosure of material facts to the honourable court. This is mainly because the *ex parte* applicant does not give notice of the application to any other party, for whatever reason.

 V.M

- 42 This means that only the *ex parte* applicant's version is before the court making a determination on the application. This requires the *ex parte* applicant to disclose all relevant adverse material that the absent party might have put up in opposition to the order. Therefore the *ex parte* applicant bears this heightened duty of full disclosure of material facts so as to neutralise the prejudice that the affected party suffers by their absence.
- 43 I am further advised that the failure of full disclosure of such facts, or suppression of such facts, may result in rescission of the *ex parte* order, whether such failure was wilful or negligent.
- 44 I am further advised that the courts have held that the *ex parte* applicant must also speak for the absent party by disclosing all relevant facts that he or she knows or reasonably expects the absent party would want placed before the court. This is crucial because if the Prudential Authority had brought notice of the application to 3Sixty and any of the policyholders in 3Sixty, including NFS, those parties would no doubt have wanted the details of 3Sixty's payment history of its claims to the policyholders placed before the court.
- 45 Had the Prudential Authority been genuinely interested in advancing the interests of the nameless and faceless policyholders, other than the two that it mentions by name, which it contends raised complaints against 3Sixty, it would at the very least have requested 3Sixty to furnish it with its payment history record and placed the true facts before this honourable court instead

3/3/17

of speaking in general terms about risk to policyholders without substantiating its allegations.

46 I am advised that in light of the Prudential Authority's failure to make full disclosure of material facts and fell short of the requirements for disclosure in *ex parte* applications, on this basis alone the *rule nisi* ought to be discharged.

J. THE ABSENCE OF RISK TO POLICY HOLDERS

47 In the *ex parte* application, the Prudential Authority contended that there is a risk to policyholders that has arisen or that is present as a result of 3Sixty's liquidity challenges. I have no knowledge of 3Sixty's financial position as I am not employed by 3Sixty. However, I will sketch before this honourable court how 3Sixty has handled all claims submitted by NFS as well as other policy holders between the period January 2020 and December 2021. This is in order to demonstrate to this honourable court that there is no risk to policyholders, as alleged by the Prudential Authority or at all.

48 At the outset, the Prudential Authority referred to 3Sixty's "*unwillingness*" or "*inability*" to pay claims. The Prudential Authority premised this contention on a complaint that was raised by Dignity on 13 August 2021 in respect of claims of R1.7 million as well as complaints by members of the Chemical Industries National Provident Fund. The unpaid claims are construed as due to solvency or liquidity challenges. 3Sixty is best suited to respond to these

[Signature]
V-V-M

very specific allegations relating to its alleged solvency or liquidity challenges.

49 Below, I will set out in detail how the interference by the Prudential Authority is prejudicial to the rights and interests of the very policyholders that the Prudential Authority claims to represent in this application. The rule *nisi* therefore ought to be discharged and the provisional order placing 3Sixty under provisional curatorship ought to be set aside on this basis also.

50 The Prudential Authority places much reliance on alleged risk to With-Profit Policyholders in support of its order placing 3Sixty under provisional curatorship. What baffles the mind is that other than the two claimants or policyholders that are mentioned by name above, the Prudential Authority fails to disclose the identities of or to provide any evidence of the interests of policyholders that are at risk. This is more concerning having regard to the fact that NUMSA, through its investment arm, NUMSA Investment Trust owns 3Sixty Life and also because the two entities that hold the biggest share of policyholders are Doves, which accounts for 49% of policyholders, followed by NFS, which accounts for 26% of policyholders of 3Sixty Life in terms of premium income. On behalf of NFS, I will demonstrate below why the risk to policyholders alleged by the Prudential Authority is more imagined than real.

51 One of the main reasons that the Prudential Authority contends will cause or has posed this risk is the advent of the Covid-19 pandemic. This contention is without substance.

W.M.


52 Since the advent of the Covid-19 pandemic at the beginning of 2020, more specifically from around March 2020, NUMSA is not aware of complaints by any of its members on any delay in payment or a complete non-payment of their benefits. In fact, all of NFS' approved benefits are being honoured. For purposes of this application and in an effort to demonstrate the true factual position, NFS sought data from 3Sixty which shows 3Sixty's payment history of all claims submitted on behalf of NUMSA members to 3Sixty during the period January 2020 to December 2021. In this regard, I attach hereto marked as **annexure IJ2**, a spreadsheet setting out all NFS' claims that have been submitted to 3Sixty between January 2020 and December 2021.

53 As evident from the spreadsheet, columns that are of importance for purposes of this application are the following:

53.1 Column J, which sets out the month of submission of claims;

53.2 Column K, which sets out the date of submission of claims;

53.3 Column L, which sets out the claim status;

53.4 Column M, which sets out the insurer's (3Sixty's) decision;

53.5 Column N, the total amounts paid'

53.6 Column O and P, respectively, listing the month and date of payment of claims, respectively;

U.V.V.1

- 53.7 Column Y, which sets out the type of claim, that is whether it is a cash claim or an undertaker claim. A cash claim simply means that the cash claimed will be paid directly into the policyholder's account. The undertaker claim on the other hand means that as soon as a claim causing event arises (death), the policyholder would typically go to the funeral home, Doves in case of NUMSA and enquire regarding the funeral package that would be suitable for them. Once they have found the appropriate package, they will then instruct the insurer to not pay them the cash but to rather pay the claim to Doves in accordance with the chosen package. If there is a shortfall between the total amount paid by the insurer to Doves, then the policyholder will top up that amount at Doves. If the package that the policyholder chose is less than the total claim made by the policyholder, the insurer will pay the authorized amount to Doves and pay the balance in cash to the policyholder. This hybrid payment method is not as common.
- 53.8 Column Z is absolutely crucial as it sets out the details of the claims that were rejected by 3Sixty and the reasons given for such rejection of the claims. None of those reasons allude to the insufficiency of funds on 3Sixty's part. I will deal with this issue in more detail below.
- 54 What I wish to highlight is that the claims that are received by 3Sixty are usually paid within 48 hours from submission of the claim. This much

W.M. A

appears in the spreadsheet. I will deal with the instances where there were deviations from this standard and the reasons therefor.

55 I also attach, marked as annexure "IJ3" a report prepared by 3Sixty dated 20 January 2022. This report covers the twenty four month period between January 2020 and December 2021. The purpose of this report is to provide a consolidated view of claims experience of the NUMSA Financial Service Product. NFS sought this report from 3Sixty for purposes of this application in order to demonstrate the correct factual position to this honourable court. The Prudential Authority omitted this information in its *ex parte* application.

56 In relation to the claims submitted for the NFS Product within this period, there was an increase of claim volumes as a result of the COVID-19 pandemic, as the national state of disaster was officially declared in March of 2020. The graph outlines the peaks driven by the various waves and those were the times we would likely experience some delays in payments.

57 In the year 2021 we experienced 3 waves, the second wave, which peaked in January 2021; the third wave, which we officially entered into in June 2021 and the fourth wave, which was spotted in December 2021.

58 In relation to the claims paid for NUMSA Financial Service Product, the claims paid follow the same pattern as the claims submitted. This means that 3Sixty was able to honour claims regardless of the increase in volumes.

59 At this stage I pause to state that the second wave of Covid-19 infections had a devastating impact. This was the one time when there were delays of

up to a week or so in the payment of claims. This was mainly caused by the sheer volumes of claims that 3Sixty received. It is important that I set this out before this honourable court in great detail. The second wave of covid-19 pandemic was mainly between the period December 2020, it peaked in January 2021 and ended in February 2021. The detail of the delays in the payment of the individual claims can be gleaned from the spreadsheet.

Claims Paid SLA on NUMSA Financial Services Products (p3 of the report)

	Earlier than SLA (24 hours)	Within SLA (48 hours)	Total In SLA	Outside of SLA	Undertaker Claims Outside of SLA	Outside of SLA Cash Clients
2020	4171	984	5155	877	197	680
2021	2787	1543	4330	1577	173	1404

*SLA refers to the Service Level agreement for the processing of claims, which is 48 hours. This period is calculated from claims registration to final settlement.

60 The table above demonstrates the following:

60.1 87% of cash claims paid within SLA in 2020

60.2 68% of cash claims paid within SLA in 2021

Handwritten signature

61 It is important that I set out the reasons for the claims paid outside of SLA Hours, they range from the following:

61.1 Where additional information or documents are required from the claimant to process the claim, an example would be a letter of authority, certified copies of ID, payment reconciliation, manual death certificates where the deceased was not registered in the population register etc.

61.2 Undertaker Claims where 3Sixty Life pays on the undertaker invoice. The family receives the funeral and post funeral 3Sixty Life will pay the undertaker invoice as part of the claims process. In 2020, 197.

62 The details of the individual claims which were paid outside of the SLA period are set out in the spreadsheet (annexure "IJ2") where the above reasons appear.

63 None of the reasons for the delays were as a result of potential insolvency of 3Sixty.

Claims Statistics on NUMSA Financial Service Product (p4 of the report)

	Total Claims Submitted	Total Claims Paid	Total Claims Declined	Pending
2020	6579	6374	205	0
2021	6396	6096	293	7

IJ
V-W

Pending Claims

- 64 As evident from the table above, there are 7 pending claims for 2021.
- 65 Pending claims are due to submission in last days of December 2021 where there was a long weekend present. This resulted in these 7 claims being in January 2022. There were also delays due to the Department of Justice delays in issuing letter of authority. All 7 claims were settled early in January 2022.
- 66 I highlight that the claims are declined when a letter of authority is not provided, or where the deceased passed away during the initial waiting period or where there is a lapse due to nonpayment of premium(s). The lapse of the claim due to non-payment of the premium occurs when the premium has not been paid for a period of three months. Sixty is authorized by law to declare that claim lapsed as a result. The details of the individual claims where the reasons for the decline which are set out above are reflected in the spreadsheet.
- 67 Therefore, NUMSA can categorically state that in respect of itself as a policyholder (for compulsory scheme) and in respect of its members as individual policyholders for additional benefits, none of them are at risk.
- 68 The Prudential Authority's assertion that the interests of policyholders are at risk is at best reckless as it is not substantiated by anything, and at best



misleading to the Honourable Court as I have demonstrated that the actual position is the opposite of what the Prudential Authority contends.

3Sixty's Payment of All other Claims other than NFS

69 Since the allegation is that 3Sixty is failing to honour its claims as a result of solvency or liquidity challenges, it is crucial that I set out for this court the manner in which 3Sixty has been dealing with all of its claims in order to demonstrate that what the Prudential Authority contends is in fact not true.

All Claims Submitted to 3Sixty Life

70 In relation to All Claims Submitted to 3Sixty Life, at the bottom of page 2 of the report, there is consistency in the claims trend across the different products and portfolios.

All Claims Paid by 3Sixty Life

71 In relation to All Claims Paid by 3Sixty Life, the graph on top of page 3 of the report demonstrates the position regarding all claims paid by 3Sixty during the twenty four month period.

72 This graph demonstrates that there is consistency between claims submitted and claims paid.

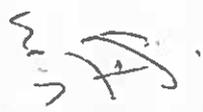
73 I reiterate that the evidence demonstrates that all claims received and approved by 3Sixty during the period of January 2020 until December 2021

were in fact all honoured by 3Sixty. This further demonstrates that the contention that there is a risk to all of 3Sixty's shareholders is false. The Prudential Authority would have been able to verify all of this information prior to launching its *ex parte* application only if it had requested the relevant documents or even this report which is attached as annexure "IJ3". It was therefore necessary for NUMSA to place this information before this honourable court in order to set out the true position of 3Sixty's payment history of claims.

- 74 If the court that heard the *ex parte* application had been in possession of this report, maybe it would not have granted the provisional curatorship order against 3Sixty. Now that 3Sixty has been placed under curatorship, this has had a detrimental effect on the business of NFS.

K. THE UNDESIRABILITY OF CURATORSHIP AND ITS EFFECT ON NFS' POLICYHOLDERS

- 75 NUMSA is concerned about the instability and uncertainty of curatorship and its potential to disturb the cover for its members who are 3Sixty Life policyholders. This is because the provisional *ex parte* order materially has dire effects on its policyholders, many of whom are NFS policy holders and who are also the beneficial owners of 3Sixty.
- 76 3Sixty's provisional curatorship has caused anxiety and panic amongst policyholders in relation to the future of 3Sixty. The business of NFS has



been affected negatively since the provisional curatorship in the following respects:

- 76.1 Since the NFS' funeral insurance products are underwritten by 3Sixty Life, it's provisional curatorship has created uncertainty and doubt to policyholders regarding the services offered by NFS Funeral Insurance and the future of their own NFS policies. This has led to queries and complaints from individual policyholders who have been calling NFS' sales teams in order to get clarity regarding the effect of 3Sixty's provisional curatorship on their policies. At this stage, the queries have only been via telecon and verbally to NFS' sales managers. The position may change should the provisional curatorship order remain in place for long.
- 76.2 The verbal feedback that NFS is receiving from its sales teams is that 3Sixty's provisional curatorship has also created an opportunity for competitors to market themselves as a better option by circulating the notice of 3Sixty's provisional curatorship to NFS Funeral Insurance policyholders directly.
- 76.3 Due to the notice that has been circulated within NUMSA and NFS specifically regarding 3Sixty's provisional curatorship, new business has also been suspended which means that all NFS Funeral Sales Agents are prohibited from earning commissions from new business. Their primary source of income is commissions from policies sold. Daily they are losing out on potential sales. There

is therefore a high risk of NFS loosing high performing agents to competitors and seeking stability.

- 76.4 To put this in perspective, new business sales are normally at an average of 450 new individual policies sold for the January month. Since 3Sixty's provisional curatorship, no sales have been recorded for January 2022.
- 76.5 3Sixty's provisional curatorship also poses a risk of Sales agents moving to other brokers.
- 77 The above details of the effect of 3Sixty's provisional curatorship are confirmed in the confirmatory affidavit of Khumo Simelane, NFS' Chief Executive Office, which is attached hereto and marked as annexure "IJ4".
- 78 Granted, the provisional order for 3Sixty's curatorship is only a month old and its full impact has not yet been felt in its entirety especially by the policyholders at this stage. However, there is likely to be more devastation that will arise from 3Sixty's provisional curatorship. That is why NUMSA contends that there is a need for this application to be urgently determined.

L. URGENCY OF THE FINAL ADJUDICATION OF THIS APPLICATION

- 79 In light of the absence of risk to any of 3Sixty's policyholders and all policyholders in general, which I have demonstrated above as well as the negative effect that the provisional curatorship has on 3Sixty's



policyholders, NUMSA therefore contends that the final adjudication of this matter is urgent.

80 In NUMSA's view, and in light of the facts set out in this affidavit, there is no reason for the return date of the rule *nisi* to be fixed on 12 April 2022 as was contended by the Prudential Authority before the court which heard its *ex parte* application and as per the court order dated 21 December 2021. A much earlier date for determination of this application is necessary.

81 This is more so because there is ongoing material prejudice suffered by 3Sixty's policyholders who are NUMSA members in circumstances where the applicant failed to make a full disclosure to the court or even make accurate allegations, some of which I have corrected in this affidavit. It is therefore not in the interest of justice for this court to only determine this application on 12 April 2022.

82 NUMSA therefore supports 3Sixty's request to have this matter heard by the urgent court on 1 February 2022 as sufficient notice would have been given to the Prudential Authority to file its reply (if any).

M. APPROPRIATE RELIEF

83 NUMSA contends that the appropriate relief would be to join it as a second respondent in these proceedings and to discharge the rule and thereby set aside the order placing 3Sixty under provisional curatorship.

N. CONCLUSION

84 In the above circumstances, NUMSA seeks to be joined as the second respondent in these proceedings and for this court to discharge the rule and thereby set aside the order placing 3Sixty under provisional curatorship.

85 NUMSA will only seek costs against any party that opposes its joinder to these proceedings and the relief sought.

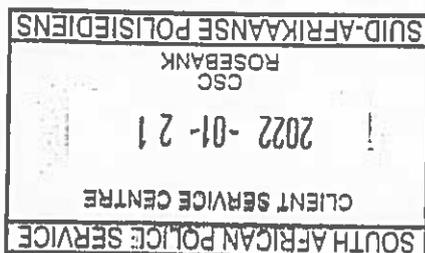


DEPONENT

I CERTIFY THAT THIS AFFIDAVIT WAS SIGNED AND SWORN TO BEFORE ME AT Rosebank ON THIS THE 21 DAY OF January BY THE DEPONENT WHO ACKNOWLEDGED THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THIS AFFIDAVIT, HAS NO OBJECTION TO TAKING THE PRESCRIBED OATH, CONSIDERS THE PRESCRIBED OATH TO BE BINDING ON HER CONSCIENCE AND UTTERED THE FOLLOWING WORDS: "I SWEAR THAT THE CONTENTS OF THIS AFFIDAVIT ARE BOTH TRUE AND CORRECT, SO HELP ME GOD."



COMMISSIONER OF OATHS



Handwritten initials or marks in the bottom left corner.

Full Names: NEOTAPHOHONI

Capacity: CST

Address: 15 Sturdee Avenue.

SOUTH AFRICAN POLICE SERVICE
CLIENT SERVICE CENTRE
2022 -01- 21
CSC
ROSEBANK
SUID-AFRIKAANSE POLISIEDIENS

JA

CHAPTER 7

7. REGIONAL AND NATIONAL OFFICE BEARERS AND ELECTED OFFICIALS

(1) REGIONAL OFFICE BEARERS AND ELECTED OFFICIALS

(a) Regional Office Bearers

- (i) The Regional Office Bearers of the Union shall be:
 - 1. the Regional Chairperson;
 - 2. the Regional Vice-Chairperson;
 - 3. the Regional Treasurer, who shall be a member of the Regional Finance Committee; and
 - 4. the Regional Secretary.
- (ii) The Regional Congress shall elect from amongst themselves a Chairperson, Vice-Chairperson, Treasurer and three (3) members of the Regional Finance Committee who shall hold office for four years.
- (iii) The Regional Chairperson, Vice-Chairperson and Treasurer shall be eligible for re-election.
- (iv) The duties of the President and Vice-Presidents as prescribed in this constitution shall apply on a regional basis to the duties of the Regional Chairperson and Vice-Chairperson and will also apply on a local basis to the duties of the Local Chairperson and Vice-Chairperson.
- (v) The Regional Treasurer shall have the same powers and duties as the Regional Finance Committee.
- (vi) The powers and duties of the RFC are as per Clause 5(4)(b)(i) to (v).

(b) Regional Elected officials

- (i) The Regional Elected official of the Union shall be the Regional Secretary.
- (ii) Each Regional Congress shall elect a Regional Secretary for each region who shall be a full-time official and employee of the Union and whose term of office shall be four years.
- (iii) The duties of Regional Secretaries shall be:
 - 1. to ensure the proper administration and co-ordination of the Union's activities in defined regions;
 - 2. to provide full reports to each Regional Congress and Regional Executive Committee meeting, on regional activities;
 - 3. to deal with all regional correspondence;
 - 4. to prepare monthly statements of income and expenditure and to submit copies thereof to the General Secretary;
 - 5. to collect subscriptions, fines and levies and issue receipts for monies received other than by stop-order;
 - 6. to bank all monies within seven days of receipt and to ensure transfer of monies to the head office of the Union in accordance with the decision of the Central Committee;
 - 7. to be a co-signatory to the regional bank account of the Union;
 - 8. to issue notices of regional meetings, attend such meetings and take minutes;
 - 9. to send minutes to the General Secretary;
 - 10. promptly and accurately process applications for membership of the Union;
 - 11. keep a register of members; and
 - 12. to perform such other duties as required by this constitution, the Central Committee or National Executive Committee.
- (iv) A Regional Secretary may resign after giving one month's written notice to the Regional Executive Committee having jurisdiction.

(2) NATIONAL OFFICE BEARERS AND ELECTED OFFICIALS

(a) National Office Bearers

The National Office Bearers are:

- (i) the President;
- (ii) two Vice-Presidents;
- (iii) the National Treasurer, who shall be a member of the National Finance Committee; and
- (iv) the General Secretary and the Deputy General Secretary.

v-m 11

(b) **National elected officials**

The national elected officials are:

- (i) the General Secretary, and
- (ii) the Deputy General Secretary.

(c) **Election and term of office**

- (i) Union members are eligible for election as National Office Bearers if they are:
 1. in good standing; and
 2. accredited delegates to a National Congress.
- (ii) Members at the National Congress shall nominate and duly second persons appropriate for the position of President, Vice-Presidents, National Treasurer, General Secretary and Deputy General Secretary.
- (iii) National Congress shall then elect by ballot members for these positions.
- (iv) The President, Vice-Presidents, National Treasurer, General Secretary and Deputy General Secretary shall:
 1. hold office until the next ordinary congress; and
 2. be eligible for re-election upon the expiry of their terms of office.

(d) **Powers and duties**

The powers and duties of the office bearers and officials shall be as follows:

(i) The President:

1. preside at Congresses and all meetings of the Central Committee and National Executive Committee. The President shall have a deliberative vote only¹⁶;
2. sign minutes of meetings;
3. supervise the affairs of the Union and work of the General Secretary;
4. be a co-signatory to the national banking accounts of the Union;
5. attend and report to National Congresses;
6. perform any other duties which arise from usage or custom or the provisions of this constitution with regard to the position of the President.

(ii) The Vice-Presidents shall:

1. assist the President; and
2. exercise the powers, functions and duties of the President in his/her absence.

(iii) The National Treasurer shall have the same powers and functions as the National Finance Committee.

(iv) The General Secretary shall:

1. be a full-time official and employee of the Union;
2. be responsible for the proper administration of the Union and for the general co-ordination of its activities;
3. supervise the work of the Regional Secretaries and other officials of the Union;
4. attend and report fully to each National Congress and meetings of the National Executive Committee and Central Committee on all aspects of the Union's activity;
5. be responsible for the minutes of the National Congress, National Executive Committee and Central Committee;
6. submit the minutes of all National Executive Committee meetings and monthly financial statements to all NEC members;
7. deal with all the correspondence of the head office of the Union;
8. ensure that proper books of account are kept and that such books are audited annually;
9. be a co-signatory to the national banking accounts of the Union;
10. issue official receipts for all monies received and to bank such monies within seven

¹⁶ The President will vote if there is a deadlock in the voting results.

TJ V-W

- 11. days of receipt;
- 11. visit regions for reasons determined by the Central Committee;
- 12. ensure that a register of members is maintained;
- 13. ensure that disciplinary action is taken against employees of the Union in accordance with the Union's Disciplinary Code and Procedure; and
- 14. perform other duties required by this constitution or the National Congress, Central Committee or National Executive Committee.

(v) The Deputy General Secretary shall:

- 1. be accountable to the National Executive Committee and shall:
- 2. assist the General Secretary in the performance of his/her duties; and
- 3. perform the functions of the General Secretary as he/she may be temporarily or permanently unable to perform.

[Handwritten signature]

[Handwritten initials]

Account	Account Name	Account Type	Account Status	Account Balance	Account Description	Account Location	Account Category	Account Sub-Category	Account Detail	Account Date	Account Amount	Account Unit	Account Unit Price	Account Unit Total	Account Unit Tax	Account Unit Total Tax	Account Unit Total Net	Account Unit Total Net Tax	Account Unit Total Net Tax Total	Account Unit Total Net Tax Total Tax	Account Unit Total Net Tax Total Net	Account Unit Total Net Tax Total Net Tax	Account Unit Total Net Tax Total Net Tax Total	Account Unit Total Net Tax Total Net Tax Total Tax	Account Unit Total Net Tax Total Net Tax Total Tax Total	Account Unit Total Net Tax Total Net Tax Total Tax Total Tax Total
GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS	GAUTLINS

Handwritten marks: 'A' and 'VW'

REF	DATE	DESCRIPTION	AMOUNT	CHECK NO.	ACCOUNT	STATUS	DATE PAID	DATE DUE	AMOUNT PAID	AMOUNT DUE	INTEREST	TOTAL PAID	TOTAL DUE	REMARKS
001	01/01/2010	SAVINGS PLAN	100.00	1001	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
002	01/01/2010	SAVINGS PLAN	100.00	1002	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
003	01/01/2010	SAVINGS PLAN	100.00	1003	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
004	01/01/2010	SAVINGS PLAN	100.00	1004	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
005	01/01/2010	SAVINGS PLAN	100.00	1005	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
006	01/01/2010	SAVINGS PLAN	100.00	1006	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
007	01/01/2010	SAVINGS PLAN	100.00	1007	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
008	01/01/2010	SAVINGS PLAN	100.00	1008	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
009	01/01/2010	SAVINGS PLAN	100.00	1009	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN
010	01/01/2010	SAVINGS PLAN	100.00	1010	SAVINGS PLAN	PAID	01/01/2010	01/01/2010	100.00	0.00	0.00	100.00	0.00	SAVINGS PLAN

J
v m

Account	Account Description	Account Type	Account Balance	Account Status	Account Location	Account Date	Account Amount	Account Unit	Account Rate	Account Fee	Account Tax	Account Total	Account Remark
001	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000	00100000000000000000

Handwritten signature and initials

MP	MP NAME	MP DISTRICT	MP PARTY	MP ADDRESS	MP CONTACT	MP STATUS	MP TYPE	MP DATE	MP VALUE	MP CLASS	MP CODE	MP CATEGORY	MP COMMENTS
MP1	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP2	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP3	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP4	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP5	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP6	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP7	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP8	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP9	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP10	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP11	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP12	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP13	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP14	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	
MP15	LAMAR, A. J.	1	REP	200 N. W. 2nd St, Miami, FL 33136	781.528.8100	Active	House	2023-01-11	135.000	U	U	Residential	

Table with columns for Name, Address, City, State, Zip, Phone, and other details. The table lists numerous individuals and their contact information.

Handwritten signature or initials.

Table with multiple columns: Account Name, Description, Date, Amount, and Balance. Includes entries for various banks like HSBC, Citibank, and others, with dates ranging from 2018 to 2020.

Handwritten signature and initials.

MS	Agency	Project Name	Location	Start Date	End Date	Value	Contract Type	Notes
81	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	17,000	C	
82	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
83	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
84	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
85	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
86	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
87	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
88	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
89	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
90	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
91	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
92	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
93	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
94	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
95	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
96	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
97	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
98	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
99	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	
100	GAUTHER	Northwest	GAUTHER	2020-09-27	2020-09-27	30,000	C	

Handwritten signature and initials.

MS	GAFFINE	Notes	Category	Subcategory	Product	Quantity	Unit Price	Total Price	Comments
88	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
89	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
90	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
91	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
92	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
93	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
94	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
95	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
96	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
97	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
98	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
99	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	
100	GAFFINE	Notes	GAFFINE	Notes	Notes	1	1000	1000	

Handwritten signature and initials at the bottom right of the page.

Table with multiple columns: Name, Address, City, State, Zip, Phone, Fax, Email, Website, etc. Includes entries for various companies like GAITHER, GAITHER & ASSOCIATES, GAITHER & ASSOCIATES, etc.

Handwritten signature or initials.

SL	Owner	Section of Property	Legal Description	Area	Acres	Assessed Value	Market Value	Year	County	City/Town
81	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
82	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
83	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
84	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
85	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
86	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
87	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
88	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
89	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
90	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
91	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
92	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
93	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
94	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
95	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
96	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
97	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
98	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
99	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH
100	GAULTON	GAULTON	GAULTON	1.12	1.12	12,000	12,000	2020	CA	PORT ELIZABETH

[Handwritten signature]

[Handwritten initials]

Table with columns for various identifiers, locations (e.g., MOTT BLDG, PELTONA, UTTERWALL), dates, and other administrative data.

Handwritten signature or initials in the bottom right corner.

Table with columns: Name, Address, City, State, Zip, Phone, Fax, Email, Website, and other contact information. Includes entries for various companies like 'The Green Group', 'The Green Group', 'The Green Group', etc.

Handwritten initials 'J' and 'V-M' at the bottom right of the page.

Case No.	Case Name	Case Type	Case Status	Case Date	Case Amount	Case Location	Case Description
95	GAUTIER, ...	...	...	...	...	...	...
96	GAUTIER, ...	...	...	...	...	...	...
97	GAUTIER, ...	...	...	...	...	...	...
98	GAUTIER, ...	...	...	...	...	...	...
99	GAUTIER, ...	...	...	...	...	...	...
100	GAUTIER, ...	...	...	...	...	...	...
101	GAUTIER, ...	...	...	...	...	...	...
102	GAUTIER, ...	...	...	...	...	...	...
103	GAUTIER, ...	...	...	...	...	...	...
104	GAUTIER, ...	...	...	...	...	...	...
105	GAUTIER, ...	...	...	...	...	...	...
106	GAUTIER, ...	...	...	...	...	...	...
107	GAUTIER, ...	...	...	...	...	...	...
108	GAUTIER, ...	...	...	...	...	...	...
109	GAUTIER, ...	...	...	...	...	...	...
110	GAUTIER, ...	...	...	...	...	...	...
111	GAUTIER, ...	...	...	...	...	...	...
112	GAUTIER, ...	...	...	...	...	...	...
113	GAUTIER, ...	...	...	...	...	...	...
114	GAUTIER, ...	...	...	...	...	...	...
115	GAUTIER, ...	...	...	...	...	...	...
116	GAUTIER, ...	...	...	...	...	...	...
117	GAUTIER, ...	...	...	...	...	...	...
118	GAUTIER, ...	...	...	...	...	...	...
119	GAUTIER, ...	...	...	...	...	...	...
120	GAUTIER, ...	...	...	...	...	...	...
121	GAUTIER, ...	...	...	...	...	...	...
122	GAUTIER, ...	...	...	...	...	...	...
123	GAUTIER, ...	...	...	...	...	...	...
124	GAUTIER, ...	...	...	...	...	...	...
125	GAUTIER, ...	...	...	...	...	...	...
126	GAUTIER, ...	...	...	...	...	...	...
127	GAUTIER, ...	...	...	...	...	...	...
128	GAUTIER, ...	...	...	...	...	...	...
129	GAUTIER, ...	...	...	...	...	...	...
130	GAUTIER, ...	...	...	...	...	...	...
131	GAUTIER, ...	...	...	...	...	...	...
132	GAUTIER, ...	...	...	...	...	...	...
133	GAUTIER, ...	...	...	...	...	...	...
134	GAUTIER, ...	...	...	...	...	...	...
135	GAUTIER, ...	...	...	...	...	...	...
136	GAUTIER, ...	...	...	...	...	...	...
137	GAUTIER, ...	...	...	...	...	...	...
138	GAUTIER, ...	...	...	...	...	...	...
139	GAUTIER, ...	...	...	...	...	...	...
140	GAUTIER, ...	...	...	...	...	...	...
141	GAUTIER, ...	...	...	...	...	...	...
142	GAUTIER, ...	...	...	...	...	...	...
143	GAUTIER, ...	...	...	...	...	...	...
144	GAUTIER, ...	...	...	...	...	...	...
145	GAUTIER, ...	...	...	...	...	...	...
146	GAUTIER, ...	...	...	...	...	...	...
147	GAUTIER, ...	...	...	...	...	...	...
148	GAUTIER, ...	...	...	...	...	...	...
149	GAUTIER, ...	...	...	...	...	...	...
150	GAUTIER, ...	...	...	...	...	...	...
151	GAUTIER, ...	...	...	...	...	...	...
152	GAUTIER, ...	...	...	...	...	...	...
153	GAUTIER, ...	...	...	...	...	...	...
154	GAUTIER, ...	...	...	...	...	...	...
155	GAUTIER, ...	...	...	...	...	...	...
156	GAUTIER, ...	...	...	...	...	...	...
157	GAUTIER, ...	...	...	...	...	...	...
158	GAUTIER, ...	...	...	...	...	...	...
159	GAUTIER, ...	...	...	...	...	...	...
160	GAUTIER, ...	...	...	...	...	...	...
161	GAUTIER, ...	...	...	...	...	...	...
162	GAUTIER, ...	...	...	...	...	...	...
163	GAUTIER, ...	...	...	...	...	...	...
164	GAUTIER, ...	...	...	...	...	...	...
165	GAUTIER, ...	...	...	...	...	...	...
166	GAUTIER, ...	...	...	...	...	...	...
167	GAUTIER, ...	...	...	...	...	...	...
168	GAUTIER, ...	...	...	...	...	...	...
169	GAUTIER, ...	...	...	...	...	...	...
170	GAUTIER, ...	...	...	...	...	...	...
171	GAUTIER, ...	...	...	...	...	...	...
172	GAUTIER, ...	...	...	...	...	...	...
173	GAUTIER, ...	...	...	...	...	...	...
174	GAUTIER, ...	...	...	...	...	...	...
175	GAUTIER, ...	...	...	...	...	...	...
176	GAUTIER, ...	...	...	...	...	...	...
177	GAUTIER, ...	...	...	...	...	...	...
178	GAUTIER, ...	...	...	...	...	...	...
179	GAUTIER, ...	...	...	...	...	...	...
180	GAUTIER, ...	...	...	...	...	...	...
181	GAUTIER, ...	...	...	...	...	...	...
182	GAUTIER, ...	...	...	...	...	...	...
183	GAUTIER, ...	...	...	...	...	...	...
184	GAUTIER, ...	...	...	...	...	...	...
185	GAUTIER, ...	...	...	...	...	...	...
186	GAUTIER, ...	...	...	...	...	...	...
187	GAUTIER, ...	...	...	...	...	...	...
188	GAUTIER, ...	...	...	...	...	...	...
189	GAUTIER, ...	...	...	...	...	...	...
190	GAUTIER, ...	...	...	...	...	...	...
191	GAUTIER, ...	...	...	...	...	...	...
192	GAUTIER, ...	...	...	...	...	...	...
193	GAUTIER, ...	...	...	...	...	...	...
194	GAUTIER, ...	...	...	...	...	...	...
195	GAUTIER, ...	...	...	...	...	...	...
196	GAUTIER, ...	...	...	...	...	...	...
197	GAUTIER, ...	...	...	...	...	...	...
198	GAUTIER, ...	...	...	...	...	...	...
199	GAUTIER, ...	...	...	...	...	...	...
200	GAUTIER, ...	...	...	...	...	...	...

J
rm

Table with multiple columns including names, addresses, dates, and status. The table is organized into sections by name, such as EAST LONDON, WEST LONDON, and SOUTH LONDON. Each entry includes a name, an address, a date (e.g., 2020-07-29), and a status (e.g., Approved).

Handwritten signature or initials in the bottom right corner.

Table with columns: ID, Name, Address, City, State, Zip, Phone, Email, Website, etc. The table contains a large volume of data rows, likely representing a directory or a list of entities.

Handwritten signatures and initials at the bottom right of the page.

NO	NAME	STATUS	DATE	AMOUNT	CHECK NO	CHECK DATE	DEBIT	CREDIT	BALANCE	DESCRIPTION	ACCOUNT	CLASS	LOCATION	REMARKS
81	GAULTON		2020-08-01	100.00				100.00						
82	GAULTON		2020-08-01	100.00				200.00						
83	GAULTON		2020-08-01	100.00				300.00						
84	GAULTON		2020-08-01	100.00				400.00						
85	GAULTON		2020-08-01	100.00				500.00						
86	GAULTON		2020-08-01	100.00				600.00						
87	GAULTON		2020-08-01	100.00				700.00						
88	GAULTON		2020-08-01	100.00				800.00						
89	GAULTON		2020-08-01	100.00				900.00						
90	GAULTON		2020-08-01	100.00				1000.00						

T
V

Table with columns: No, Name, Address, City, State, Zip, Date, Amount, and Remarks. The table contains a dense list of transactions, including names like 'WALTERS', 'WILLIAMS', and 'SMITH', and various addresses and dates.

Handwritten signatures and initials at the bottom right of the page.

No	Category	Description	Account No	Account Name	Start Date	End Date	Amount	Balance	Status	Remarks
95	W	GAULT/THORNTON	12549	UNITED POWER	2020-08-15	2020-08-15	12549.00	12549.00	Approved	
96	W	GAULT/THORNTON	12549	UNITED POWER	2020-08-15	2020-08-15	12549.00	12549.00	Approved	
97	W	GAULT/THORNTON	12549	UNITED POWER	2020-08-15	2020-08-15	12549.00	12549.00	Approved	
98	W	GAULT/THORNTON	12549	UNITED POWER	2020-08-15	2020-08-15	12549.00	12549.00	Approved	
99	W	GAULT/THORNTON	12549	UNITED POWER	2020-08-15	2020-08-15	12549.00	12549.00	Approved	

J

Wm

Main data table with multiple columns including names, addresses, and other identifiers.

Handwritten signature and initials.

Table with columns for Name, Address, City, State, Zip, Phone, Fax, Email, Website, and other contact information for various companies and individuals. Includes entries like 'NORTH WEST', 'SOUTH WEST', 'EAST WEST', etc.

Handwritten signature or initials at the bottom right of the page.

U.S.	U.S. Name	U.S. Address	U.S. City	U.S. State	U.S. Zip	U.S. Phone	U.S. Fax	U.S. E-mail	U.S. Internet	U.S. Website	U.S. Filing Date	U.S. Filing Type	U.S. Filing Status	U.S. Filing Method	U.S. Filing Agent	U.S. Filing Fee	U.S. Filing Cost	U.S. Filing Date	U.S. Filing Type	U.S. Filing Status	U.S. Filing Method	U.S. Filing Agent	U.S. Filing Fee	U.S. Filing Cost
CA	GAULTWIN	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	GAULTWIN	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	GAULTWIN	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				
CA	WESTERLY CAP	North Fremont St.	San Francisco, CA	94104	415 398 2244						2023-09-15	Finalized	Approved					2023-09-15	Finalized	Approved				

Table with columns: Account Name, Amount, Date, Location, and other financial details. Includes entries for various departments like 'CASH', 'SALES', 'EXPENSES', and 'INVENTORY'.

Handwritten signature and initials at the bottom right of the page.

Main data table with columns for Job Title, Description, Location, Start Date, End Date, Salary, and Department.



Handwritten initials 'D.M.' at the bottom right of the page.

Table with multiple columns including names, addresses, phone numbers, and other identifiers. The table is organized in vertical columns, with names on the left and addresses on the right. There are several columns of numerical data and text in the center. The table appears to be a directory or a list of records.

Handwritten signature and initials at the bottom right of the page.

Table with multiple columns containing alphanumeric codes, dates, and status indicators. Includes handwritten initials 'F.V.' at the bottom right.

F.V.

OFF	DATE	DESCRIPTION	AMOUNT	DEBIT	CREDIT	ACCOUNT	STATUS	DATE	AMOUNT	DEBIT	CREDIT	ACCOUNT	STATUS	DATE	AMOUNT	DEBIT	CREDIT	ACCOUNT	STATUS	
01																				
02																				
03																				
04																				
05																				
06																				
07																				
08																				
09																				
10																				
11																				
12																				
13																				
14																				
15																				
16																				
17																				
18																				
19																				
20																				
21																				
22																				
23																				
24																				
25																				
26																				
27																				
28																				
29																				
30																				
31																				
32																				
33																				
34																				
35																				
36																				
37																				
38																				
39																				
40																				
41																				
42																				
43																				
44																				
45																				
46																				
47																				
48																				
49																				
50																				
51																				
52																				
53																				
54																				
55																				
56																				
57																				
58																				
59																				
60																				
61																				
62																				
63																				
64																				
65																				
66																				
67																				
68																				
69																				
70																				
71																				
72																				
73																				
74																				
75																				
76																				
77																				
78																				
79																				
80																				
81																				
82																				
83																				
84																				
85																				
86																				
87																				
88																				
89																				
90																				
91																				
92																				
93																				
94																				
95																				
96																				
97																				
98																				
99																				
100																				

Handwritten initials and a signature.

