

08 OCTOBER 2026

**FOR ATTENTION: AMABHUNGANE REPORT
(CENTRE FOR INVESTIGATIVE JOURNALISM)**

PER EMAIL: editorial@amabhungane.org

Dear Sirs/Madam

RE: NEWS ARTICLE RELATING TO NICOLE JOHNSON PUBLISHED ON 07 OCTOBER 2026

With reference to the abovementioned we do hereby confirm that we act in behalf of our client in this matter Nicole Johnson.

We address you concerning the article published by the amaBhungane Centre for Investigative Journalism on 7 October 2026 under the headline: "Cops traded with 'gangster' company "and subsequently republished by Daily Maverick under the same or substantially similar headline and content.

Our clients have instructed us that the article, read as a whole and in its proper context, creates a false and seriously prejudicial impression concerning their alleged involvement in the supply of fuel to the South African Police Service ("SAPS"). Our clients expressly deny that they knowingly sold petrol or diesel directly to SAPS, or that they personally entered into any contract with SAPS for the supply of fuel in the manner conveyed by the article. Our clients further instruct us to record that they have clean criminal records and have never been convicted of any offence related to the Prevention of Organized Crime Act ("POCA").

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The distinction is important and material.

1. THE CENTRAL MISREPRESENTATION

The article presents as a central feature of its narrative that SAPS “did business” with the “Stanfield-Johnson” enterprise and repeatedly describes the relevant arrangements as SAPS “contracts” with a company allegedly associated with our clients. The article's headline itself refers to: Cops traded with ‘gangster’ company”.

The opening paragraph then states that police purchased thousands of litres of diesel from “one of their family businesses”, referring to our clients. The article thereafter repeatedly links the alleged SAPS transactions to our clients personally and places those transactions within the broader narrative concerning the criminal allegations against them. This presentation creates, at minimum, the unmistakable impression that our clients personally and knowingly conducted business with SAPS and knowingly supplied fuel to the police. That is denied.

2. COMPANY TRANSACTION DOES NOT ESTABLISH PERSONAL KNOWLEDGE OR PERSONAL CONDUCT

Even accepting, for purposes of this letter only, that SAPS made purchases from a particular business entity, that fact does not establish that:

2.1 Ms. Johnson personally contracted with SAPS;

2.2 Mr Stanfield personally contracted with SAPS;

2.3 Ms Johnson knowingly sold fuel directly to SAPS;

2.4 Mr Stanfield knowingly sold fuel directly to SAPS;

2.5 either client knew the ultimate recipient of particular fuel deliveries;

2.6 either client personally participated in the procurement decisions made by SAPS; or

2.7 either client had knowledge of any alleged impropriety concerning the SAPS transactions.

Those propositions require evidence.

They cannot properly be established merely by demonstrating that a company with which our clients were associated supplied fuel and that SAPS subsequently paid that company.

3. THE ARTICLE'S OWN EVIDENCE DOES NOT ESTABLISH THE ALLEGATION OF KNOWING CONDUCT

Your article is particularly problematic because it moves from documentary evidence concerning corporate entities and SAPS procurement transactions to conclusions and insinuations concerning the personal knowledge and conduct of our clients.

The article states, for example, that SAPS purchased diesel from John Ramsay Service Station and that Nicole Johnson submitted a bid on behalf of the service station. We do not accept that these facts establish the defamatory inference sought to be conveyed concerning our clients.

Indeed, your own investigation contains an important qualification.

In relation to Yibaninati, your article expressly states that:

“amaBhungane has been unable to ascertain as to whether the police ever bought fuel from the business.”

That concession demonstrates precisely why it is impermissible to collapse corporate registration, association and alleged procurement activity into an assertion of knowing personal conduct by our clients.

4. THE ARTICLE ALSO RECORDS SAPS'S OWN POSITION

Your article records the response of the national SAPS spokesperson, Colonel Athlenda Mathe, concerning the procurement by the academy.

Importantly, SAPS's own response states that:

“At the time the procurement was undertaken, the academy had no knowledge or information indicating that the owners of the supplier were allegedly involved in any criminal activities.”

That statement is materially inconsistent with any suggestion that our clients knowingly participated in some improper arrangement with SAPS.

At the very least, it demonstrates that the circumstances were more nuanced than the impression created by the headline and overall presentation of your article.

5. NO BASIS FOR ATTRIBUTING KNOWLEDGE TO OUR CLIENTS

The article relies extensively upon:

- CIPC records;

- corporate structures;
- historical membership and directorship information;
- SAPS supplier-registration information;
- SAPS procurement documents;
- payments allegedly made to a company; and
- statements from unidentified sources.

None of those matters, individually or collectively, establishes the proposition that our clients knowingly sold fuel directly to SAPS.

The fact that Ms. Johnson may have submitted a quotation or bid on behalf of a company does not establish that she knew the ultimate use or destination of every litre of fuel subsequently supplied.

Likewise, corporate association or historical involvement does not establish that Mr Stanfield personally negotiated, authorized or knowingly participated in the SAPS transactions.

If you contend otherwise, we demand that you identify the precise evidence upon which that contention is based, including the sources from whom the relevant information was obtained, the nature of their knowledge, and the steps taken to verify their accounts.

6. THE INFERENCE CREATED BY THE ARTICLE IS PARTICULARLY SERIOUS

The article does not present the SAPS transactions in isolation.

Rather, they are expressly embedded within the narrative of the criminal allegations against our clients, including references to an alleged organized-crime enterprise and the description of Mr Stanfield as an alleged “gangster” and alleged “28s” boss.

The effect is to associate the alleged SAPS fuel transactions with the criminal allegations against our clients and thereby create the impression that SAPS knowingly conducted business with persons involved in an organized criminal enterprise. That is an extremely serious sting.

Our clients have clean criminal records and have never been convicted of any offence related to POCA. The fact that our clients may face criminal allegations or charges does not relieve a publisher of the obligation to accurately distinguish between:

- (a) allegations contained in criminal proceedings;
- (b) corporate ownership or association;
- (c) transactions involving a corporate entity;
- (d) the personal conduct of an individual; and
- (e) knowledge on the part of an individual of the ultimate purchaser or use of a product.

Those distinctions are particularly important where the publication is capable of causing substantial reputational harm.

7. THE LAW RELATING TO MEDIA PUBLICATION

We are mindful of the important role played by investigative journalism and of the constitutional protection afforded to freedom of expression and freedom of the press.

Our clients do not seek to prevent legitimate reporting concerning matters of public interest.

However, freedom of expression is not a licence to publish materially false or misleading allegations concerning identifiable individuals.

Our clients accordingly do not accept that the publication of materially misleading allegations can be justified merely by describing the underlying subject matter as being of public interest.

8. DEMAND FOR THE EVIDENCE AND SOURCES RELIED UPON

In light of the seriousness of the allegations and the manner in which they have been presented, we require you to identify the evidence and sources upon which you rely for any allegation or inference that:

8.1 Ms Johnson knowingly sold fuel directly to SAPS.

8.2 Mr Stanfield knowingly sold fuel directly to SAPS.

8.3 Ms Johnson personally contracted with SAPS.

8.4 Mr Stanfield personally contracted with SAPS.

8.5 either client knowingly participated in an improper procurement arrangement with SAPS.

8.6 either client knew that the particular fuel referred to in the article was being supplied directly to SAPS.

For each material allegation, please identify:

8.7 The documents, records or other evidence relied upon;

8.8 The source or sources from whom the information was obtained, subject to any legally recognised claim of confidentiality;

8.9 the basis upon which each source was said to have personal or reliable knowledge of the information provided;

8.10 whether the information was obtained directly or indirectly, and, if indirectly, through whom;

8.11 the steps taken to verify the information before publication; and

8.12 any contradictory information or responses received and how those matters were assessed.

Should you possess documentary evidence establishing any of the above propositions, you are called upon to provide same to us. If you contend that source confidentiality prevents disclosure of a source's identity, you are nevertheless required to identify the nature of the source, the source's relationship to the relevant events, the information attributed to that source, and the verification undertaken.

9. CEASE AND DESIST

Our clients hereby demand that you immediately:

9.1 cease and desist from publishing or republishing any allegation that they knowingly sold fuel directly to SAPS unless you possess evidence establishing that allegation;

9.2 cease and desist from representing or implying that our clients personally contracted with SAPS where the underlying transaction was between SAPS and a corporate entity;

9.3 cease and desist from implying that our clients knowingly participated in an improper SAPS procurement arrangement absent evidence establishing such knowledge;

9.4 remove any materially false or misleading online publication insofar as it attributes such conduct personally to our clients;

9.5 publish a prominent correction clarifying the distinction between transactions involving the relevant business entities and any allegation concerning the personal conduct or knowledge of our clients;

9.6 correct any statement suggesting that our clients personally sold fuel directly to SAPS where the underlying evidence does not establish such personal conduct; and

9.7 Preserve all documents, communications, recordings, notes, source material, photographs, correspondence and other evidence relied upon in preparing the articles, including records identifying how the information was obtained and verified.

10. RETRACTION AND CORRECTION

We require a correction and, insofar as the publication conveys the defamatory allegations identified above, a retraction.

The correction must be published with reasonable prominence and substantially equivalent visibility to the original publication.

A correction buried at the bottom of an article or contained only in an editorial note will not adequately remedy the reputational harm caused by the original publication.

11. RIGHT OF REPLY

Our clients further require a meaningful opportunity to respond to the allegations before any further publication concerning them is made.

Should you intend to publish any further article concerning the alleged SAPS fuel transactions, our clients require that their position, as set out herein, be fairly and accurately reflected.

12. PRESERVATION OF RIGHTS

Our clients reserve all rights arising from the publication, republication and dissemination of the articles, including their rights in respect of:

- defamation;
- unlawful injury to reputation and dignity;

- injunctive relief;
- removal and correction of publications;
- damages; and
- such further relief as may be appropriate.

Nothing contained herein constitutes an exhaustive statement of our clients' rights, remedies or causes of action.

13. RESPONSE REQUIRED

We require your substantive written response within 48 hours of receipt of this letter.

Your response must confirm:

1. the evidence relied upon attributing the alleged conduct to our clients personally;
2. the sources from whom the relevant information was obtained, or, where source confidentiality is asserted, sufficient information concerning the nature, knowledge and reliability of those sources;
3. how the information was obtained and the steps taken to verify it;
4. whether you maintain that either client knowingly sold fuel directly to SAPS;
5. whether you maintain that either client personally contracted with SAPS;
6. the factual basis for any such contention;
7. whether you will remove or correct the offending portions of the article; and
8. whether you will publish an appropriate correction and/or retraction.

In the absence of a satisfactory response within the stipulated period, our instructions are to consider and institute such further proceedings as may be necessary, without further notice to you.

All clients' rights remain stricly reserved

HENDRICKS HARMSE ATTORNEYS

(Electronically sent; therefore not signed)