

## Salatiso

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**From:** Zelmari Kern <zelmari@kernattorneys.co.za>  
**Sent:** Thursday, 05 July 2018 7:40 AM  
**To:** Salatiso  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Salatiso,

1. Thank you for your lengthy and very detailed email and response below, obviously we will not be responding to same now.
2. We will confirm the contents with our client and we will revert once we have consulted with her.
3. As mentioned in our previous response, we don't litigate via emails or letters, so hopefully our response to your email below will settle the matter and correspondence finally.
4. If not settled, we are also confident that a competent court would best settle and adjudicate this matter in the best interest of the minor.

Yours Faithfully



**Z Kern**

B COM LLB

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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Sent:** 04 July 2018 23:46  
**To:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Hi Zelmari,

This is exhausting, you seem to have your preconceived version of the truth. You keep on implying I'm making accusations yet every conclusion I've drawn has been based either on information you've supplied or verifiable facts

which I've offered to produce or produced. I'm not even sure when did we start to litigate because as far as I'm concerned we're still trying to conclude an agreement which when one party has a question the other has a duty to answer.

I'm not sure what your client told you but in the interest of transparency here's the sequence of events that led to this point;

May 2017

After repeated attempts to save what clearly couldn't your client and I agreed to terminate our relationship. Since all obligations and benefits terminated the next step was that she moves back to her property.

June 2017

Because I was aware that your client's property had tenants I offered she stays in my cottage at a highly reduced rate, to put things in perspective my current tenant is paying me upwards of R6000 for the place which your client paid R3000 and I won't even reference my daily AirBnB rates. During this time we continue to have sex because in all honesty our slip was never emotional just factual things we couldn't agree on, most importantly she said she wasn't happy so I said she must go to where she will be.

July - August 2017

After your client moves out she contacts me for a meeting about something important which I refuse on the basis that people who have terminated their relationship need to terminate contact. Eventually I tell your client, in writing that whatever she can say whatever she wants to say in writing. I even went further to tell her that even if she is pregnant a written correspondence will suffice. Eventually she texts me confirming she is pregnant. My response to her was a simple acknowledgement of fatherhood giving your client an opportunity to tell me whatever option she has chosen to do with the pregnancy, after all it is her body and she has that exclusive right.

After she confirmed she will keep our child I told her that since their health takes priority I will start making contributions towards her medical aid, which I started to do. Over this period in line with the culture practices my acknowledgement to her family comes up which I confirm I will send the necessary delegation to her house during her second or third trimester because my logical self thinks first trimester should be focused on the mother and baby's well being.

Now unfortunately this is where we had a difference of opinion because she insisted on prioritising this and despite having confirmed I would honor the tradition just at the right time. I went further to verify that my approach was true, after all according to culture enough time must be given to have the pregnancy stable or at best see the child to confirm parturition. The first red flag started when your client implied (in writing) that seemingly I wanted her to have a miscarriage. At first I dismissed this as a consequence of heightened emotions due to the pregnancy but unfortunately when she repeated the accusation I had to take drastic measures to make sure my actions do not compromise her's and my child's well being.

Part of the actions included me agreeing her family may come earlier as they wished and before they exited my property the EFT had been done. The consequences of this was that seized my contribution to her medical aid because I assumed they needed the money for the same purpose, definitely it couldn't have been because I impregnated a minor b under her parental care which is the bases of the cultural practice. To support her I tasked my sister with the obligation of checking up on her and offering the necessary support she may need which she did brilliantly, continues to do and will do whether I am dead or alive. She also had full access to an agreed mediator who happens to be the most senior magistrate in this province with habits of toying with being an acting judge while being a full time mother and a wife. Your client had met with her and expressed how impressed she was and willing to work with her. Then as an additional control she had full access to a friend of mine who is a medical doctor whom she had met. Now I suspect part of the contention from your client comes from my refusal to engage further with the said mediator as part of trying to see if our relationship can be saved.

You will have noted by now that I'm a fan of timelines in the interest of progress, part of terms of the split was to allow for three months to see if we could save our terminated relationship. Unfortunately when the three months lapsed I concluded we can't be saved and as such terminated any efforts to salvage the sunken ship including mediation efforts, a fortunate thing too because now I could direct me efforts to building a future for my child. During this period I sensitised her to my intention for us to have a parental agreement, I suggested she acquants

herself to the applicable laws because thinking she'd tap into people like you, the Wintons (or something like that who she's close with) and let's not forget Mrs Sidlova whose years of experience in family court would have been handy. During this period despite the urge I also resisted the temptation for us to draft the agreement because I wanted her to at least have the right information.

It's also worth noting after your client left my property we saw each other and she would occasionally come over for the 'deed'. In all honesty apart from my son the 'deed' is the only other thing that outlasted our romantic relationship, not by her fault but mostly my persuasion since I had concluded as the only person at the time I had intended to commit a lifetime to it greatly helped that I couldn't keep my hands off her. In fact I probably remember the day my son was conceived, she was babysitting some kids down at the cottage and I asked convincingly which she came up. It is possible I may still have video footage from my CCTV footage from my front cameras showing what happened on the day outside the cottage where she stayed.

#### August - December 17

During this period my sister continued to full fill her obligations, so much so that even the first images of the scan I received from her after your client sent them to her. It's also worth noting your client offered for me to go to the doctor with her and attend the classes but after she told me my presence in her life risked their health I couldn't continue to maintain contact, personal or otherwise because the risk was too great. I also continued to keep her belongings which she couldn't take since she didn't have space, after all the the time space was no problem. Unfortunately however I started with construction and I no longer had the space, after repeated attempts to try and get your client to remove her belongings she stopped answering on the subject (I think at one point she said I should throw them away). I eventually had to get the items stored in the lapa at the risk of damage, unfortunately I come from very little so throwing away goods seems wasteful.

#### October 17 - Birth

At one point she got her friend whom I thought would also be a choice of mediator in the agreement since she's likely to represent her best interests. You will note I honoured this meeting because I had previously met with her, I knew what she meant to your client and as such would represent my child and your client's best interests in the event I'm unreasonable. During this meeting more than anything she expressed concern regarding your client's preparedness, my parting commitment to her was that I would try to think of a viable suggestion that could service my son's best interest while allowing your client the necessary time she requires to prepare or stabilize. I eventually sent Phakama a text offering my cottage for your client to stay for 2 - 3 years at either no cost or drastically reduced rate. This arrangement would have ensured she your client continues to derive income from her property but most importantly my son would be in a safe place with 24 hours family care that had zero financial implications in relation to a nanny. The answer I received was a decline which I respected even though I had offered to even cover any resource requirements to ensure my son would be borne to the comfortable life he deserves. Its also worth mentioning that when your client had her baby shower once again my sister was there with a gift I paid for.

#### Birth

I will not reiterate my concern of being in your client's life after her mentioning I could lead to a miscarriage so even at birth I honoured this. Again I never left her with no support, for the week she told me she was due I flew my mother to PE. She was there to ensure she offers all the support needed by my son especially tangible items like clothing and she did. After my son was born I brought up the issue of medical aid, she did make efforts to get it changed but we're in vain. Apparently the baby is covered under the medical aid of the mother at birth and deviation leads to unnecessary costs, I did later offer to compensate her monthly for the contribution since the situation compelled her to have Sazi on her cover but once again the conversation collapsed because she never confirmed a way forward.

Since my son's birth I've given your client carte blanche to choose whatever she thought fit for my son, this includes choice of baby care, doctors etc. To your point of me thinking she is a bad parent, I never did and continuously affirmed my confidence in her in writing and by committing to pay whatever may be necessary, to date I have done so. Until your client specified a fixed agreement weekly I promoted her to avail time convenient to her for me to see my son once they moved back to Johannesburg. Monthly I prompt your client to tell me what my son needs which I buy and deliver either personally or through the weekly visits, I also make sure that whenever I can't source a certain item I get a better substitute or give her the option to send me the invoice.

It annoys me that there seems to be a perception that I do not want to honour my financial obligations in relation to my son when to date I have given your client a blank cheque to just tell me what is needed and I have consistently honoured every reasonable request. It is with great restraint that I have been as patient as I am to date, I've missed every important moment with the only child I will ever have all because I am hoping your client will come to reason and negotiate in good faith. My son was conceived in this property, along with the rest of my other properties it's not only sentimental that I want him to start getting acquainted with his inheritance but also makes business sense should he decides the family business is the path he wants to take.

I was born with a debt into a family with limited prospect but because I committed to a better life for my child I have in 35 years turned my family's fortunes around, all in the name of making sure my child never goes through what I did. Everything to date from your client's side has implied she is a victim in this despite being an adult that voluntarily ceased birth control by choice, Mpho chose me to father her child not the way around. As a man I have no control over a woman's reproductive choice, I merely informed her in 2017 that my factors opens from 35 years to 38 after which it will be shut. Perhaps the last part is the only one I couldn't honour since my vasectomy but it's justified, my son is all the children I need. Being born to a father with sound assets increases the chances of living a privileged life, that's what I work for.

The true measure of fairness in any agreement is if the part proposing it would consent to it if the situation was reversed. Your proposal perceives your client as a victim who is subservient to me as a man because it reinforces that as a mother she is entitled to all the content she wants with my son at my detrimental while I as a man should shut up and for the bill.

I maintain, I am willing to take this to the highest court in the land should such be required. I will not tolerate an unfair agreement that reinforces what women worldwide fought for, equality! I am still committed to my 6 month time frame to allow for this process, unfortunately fatherhood compels me to leave my sledgehammer approach that has gotten me this far in hopes of an amicable agreement based on fact not speculation that is transparent. My interest in your client only goes as far as my son is concerned. Unfortunately however I am compelled to be as factual as I can and insist on a transparent court endorsed agreement because she has proven, even with your legal representation that sometimes dates get confused and I do know her for letting her emotions dictate reality despite the prevailing facts.

You do what you wish but know that I am prepared for any eventuality, should you insist on this approach I will be compelled to respond proportionally. And as always, if I wrote it I can corroborate it with tangible evidence, feel free to hold me accountable to my text.

Sent from BlueMail

Sent from [BlueMail](#)

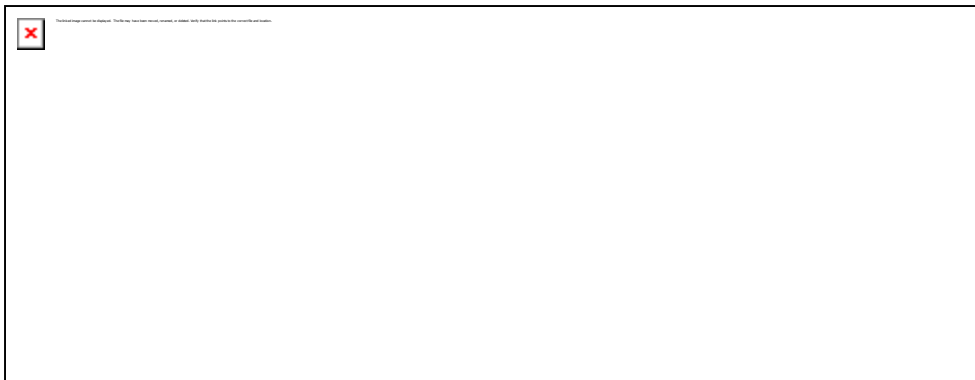
On Jul 4, 2018, at 9:33 AM, Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)> wrote:

Dear Salatiso,

1. Please see comments in red below. We do not wish to respond to the rest of your allegations or contentions, but we reserve our client's right to deal with same at a later stage in the correct forum should the need arise.
2. You are attacking our client by implying that she is an unfit mother and that she would take her son off her medical aid, which was never her intention, she merely didn't understand the process and there was probably just some sort of misunderstanding. Your allegations are baseless and actually defamatory in nature. Please note that we don't litigate via emails and writer don't particularly enjoy reading long and fruitless emails.
3. Please note that this matter is not complicated, the parenting plan is generic and standard, there are certain specific subjects to be covered and to deal with and same was done from our side, we raised our client's wishes and you agreed to most of it, but as far as we understand you wanted sleepovers and unfortunately our client cannot agree to same, due to the fact that your son is still too small and it all depends on the age of the child, but you are welcome to challenge this at court and we welcome an application in this regard.

4. From my understanding our client has never not allowed you access to your son, and she encourages you to see him, however it appears from your actions that rather than reaching a fair settlement and arrangement that will be in the best interest of your son you would prefer to engage in personal fights with your son's mother.
5. You further refuse to pay R 3,000.00 maintenance towards your son as requested by our client and which is more than reasonable and fair. This is calculated in accordance with rent, food for the minor child, help for the minor child (au pair) and other expenses relating to the minor child, but yet you send emails wherein you brag about your net income of "at least R 1000 000", we have advised our client to approach the maintenance court with your email in support of her claim.
6. We further wish to place the following on record, you have been seeing your son on a weekly basis, twice a week to be specific, and our client continuous to encourage this practice, you have failed to pay any form of maintenance towards your child, you were further not there for your son's birth, even after our client specifically asked you to come to PE for his birth, you further refused to attend any gynae appointments, to which you were specifically invited by our client each and every time she had an appointment.
7. It is our recommendation that you put aside your personal feelings and ambitions and rather focus on the best interest of the minor child, which would be as follows:
  - a. Reasonable access and contact;
  - b. Maintenance in the amount of R 3000.00;
  - c. To have the parenting plan signed and be made an order of court.
8. Our client's rights remains reserved.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Sent:** 03 July 2018 23:11  
**To:** 'Maropeng s' <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>

Cc: 'Zelmari Admin' <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>

Subject: RE: LUKHANYO'S PARENTING PLAN

Good Day

Thank you for the document, I confirm receipt.

### Medical Aid

I apologise for being an unreasonable person by not being able to draw the same conclusion as you would regarding what a reasonable mother would do, I have a bad habit of basing my conclusions on facts.

- On the Tuesday, 26 June 2018 9:48 AM you sent me a correspondence confirming your client will have my son "officially off her medical aid on Friday the 30th of June 2018" there is a waiting period and even our client was unsure about this, since she ever had to do this, meaning that your son will be covered until the end of July, our client never intended on removing him from her medical aid before he was added to yours. There was probably some sort of confusion or misunderstanding between the parties. I will ask Maropeng when he returns from court.
- My 'unreasonable' but justified request for the confirming documents was sent to you with a pre-populated application form confirming I had applied for cover to start on the 01/07/2018
- According to No.9 of this affidavit your client confirms the termination of cover as 31 July 2018, contradicting prior confirmation as conveyed by yourself; when I asked for this confirmation I drew your attention to the applicable statute.
- Yet again my conclusion of malice is justified because despite telling you the legal consequences to double insurance, let alone the financial waste, you still expose both my son and myself to the same risk by confirming 2 dates that contradict each other. Worst is that this could have been avoided by just sending me proof of acknowledgement by the medical aid that they have been notified of the intention to terminate, after I submitted my application I sent a similar acknowledgement to yourselves with no issues.
- According to you when I go further and try to simplify things by asking for confirmation I am unreasonable? So if this is being unreasonable you are right, I do suspect however the last mother who got executed in China for drug smuggling meant well for her child but unfortunately the means used to provide were incorrect hence the consequences. Your client probably means well for her child but I am well aware that poorly executed good intentions could compromise my son.

### Conclusions of bias and malice

Thank you for being considerate, grade 1 simplicity will be most appreciated because often I do tend to think simplistically and linear. This probably explains why I am prioritising my son's matter then submit your conduct for review as well as that of your client's. You are certainly correct in pointing out what I lack in legal acumen and I will definitely take you up on your worthy advice by appointing a legal professional of your calibre. Right now I have a situation which I have 2 conflicting dates have been confirmed, I know the confirming party was aware of the potential impact of such confirmation yet they went ahead and supplied conflicting information. So while I suspect there's legal wrongdoing in there I don't know what the charge is, lay-me does not even know if the fact that one of the conflicting statements was made under oath has any materiality.

I am inspired that you feel it necessary to tell me about your career but my grade 1 thinking is not sure why it is relevant. My simplicity led me to believe you are acting on your client's behalf under your employer/ supervisor's instruction so when I'm addressing 'you' I am referring to that 'unit', how you felt it necessary to make it personal puzzles me (to my defence, grade 1 thinking!). At one point or another I am fully aware that as a father there will be an evaluation of my personal character so when I make statements personal it is justified, what is your reason?

Unfortunately the medical aid confirmation will now take longer than planned because I need to re-submit the application with a new commencement dates since you've now changed what you previously confirmed. I am also awaiting feedback regarding my previous correspondence, after Zelmari's email I thought this had been escalated to a non article clerk for senior intervention. I am quite looking forward to this because if Kern Attorneys article clerks can simplify things at grade one level I'm hoping the senior the better, I'm picturing crayon drawn emails for vivid clarity.

I would like this wrapped up before my son's 6 month birthday please, your client is well aware of my timelines.

Regards,

**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Sent:** Tuesday, 03 July 2018 5:42 PM  
**To:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Salatiso,

**Medical Aid Information**

Please see attached the affidavit as requested. A reasonable person would definitely draw an inference that whatever information provided on the medical aid form by a mother relating to her child is correct. I doubt that our client would intentionally lie about the health status of Lukhanyo and furthermore Lukhanyo's medical records are always available.

**Conclusions of bias and malice**

You have sent us a "detailed" query relating to "material facts". As I have said and I will say it again, I thought you, by not appointing a legal representative, knew the law or at least the law relating to children. I can now conclude that I am dealing with a lay person and I will definitely simplify my responses in future to an extent that a grade 1 learner can understand. The responses that I had sent to you should be common sense without even considering the Children' Act and public policy but I will simplify them as what is common sense to me is not necessarily common sense to you.

**Lastly**

You can draw your inferences from my conduct. It is up to you and the way you think about me does not in any way affect me or my career. Furthermore, you are free to go to court to put my conduct under "judicial scrutiny" as everyone has the right to access to courts.

I hope the affidavit as requested 'covers all aspect'. We await confirmation from your medical aid.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Sent:** Friday, 29 June 2018 2:58 PM  
**To:** 'Maropeng s' <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Cc:** 'Zelmari Admin' <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Good Day

Firstly I need to apologise the delayed response, over the last couple of days I've been thinking of the simplest way I could say what I already said in a simpler way that will ensure you understand my request and its justification thereof.

### **Medical Aid Information**

1. Firstly the documents you sent to me were either irrelevant or outdated as follows;
  - the **Confirmation of Membership** you sent is dated 14/03/2018; considering it's now June as lawyers would you consider such a document still valid?
  - The rest of the documents you supplied I did not ask for.
2. I need a document dated this month which;
  - Proves that there is existing medical aid as previously communicated by your client,
  - Proof of cancellation that has been acknowledged by the medical aid with explicit dates of when the last day of cover will be. I have previously drawn your attention to the relevant statute which prohibits double cover which is the justification for request.
3. The reason for the affidavit is as follows;
  - You will have noted that there is a requirement on the medical aid application form for the applicant to confirm the information is true. Unfortunately I am not the sole person who supplied the information and as such I cannot provide full confirmation that all the information is true, an affidavit by your client will do this; I take accountability for the information I provide and the expectation is that your client does the same for the information she provided.
  - Secondly an affidavit would have also sufficed as a substitute of the documents relating to proof of current medical aid as well as the termination dates; so while you may not have seen the need for your client honour the affidavit request it was made as a simpler alternative to supplying the documents (proof of current membership as well as confirmation of termination).
  - Ordinarily it would be acceptable for a lay person not to know there's legal consequences that flow from information submitted to an insurer but I was hoping I wouldn't have to explain this to;
    1. Legal professionals,
    2. Insurance professionals, or at least professional because I do know Zelmari knows this fully well since my current insurance broker is a Kern entity/practice.

### **Conclusions of bias and malice**

1. After you forwarded me the first draft of the agreement I tried to respond to all material clauses as comprehensively as I could citing factual errors and information because I figured the only way to arrive to a mutually beneficial agreement was to be factual,
2. The response you provided barely addressed the issues I raised and even when you did your responses were vague and generic i.e. your references to case law do not specify the actual cases, so then how do you expect me to interrogate the content which you based your approach on? 1.3 still refers to 30 June 2017 etc
3. I can go on and quote further examples from your response which despite a detailed query from me your response was either not there or when it was provided it was either theoretical or generic. So when you ignore material facts whose materiality I have explained if not for malice then what is the justification?

### **Way forward**

1. I am still committed to a non-adversarial approach and as such the next step will be to meet with the family advocate, please provide me at least 3 days from which I will choose one for



the family advocate. The ideal is that this is done next week but I am also conscious of the month end volumes so am willing to extend this to no later than the 15<sup>th</sup> of July.

2. Please note should you perceive this as unacceptable or too long please feel free to go straight to the court, unfortunately I am obligated as a law abiding citizen to honour the legislator's intent.

You needn't worry about me electing not to appoint representation, besides the previously specified reasons I'm very comfortable with the way things are especially against opponents such as yourselves should you think of us as such. Your client will confirm to you that from the beginning I was the one who insisted on a court authorised agreement. I have noted all your comments in the correspondence and I will, after concluding this agreement forward them to a competent authority for professional and ethical evaluation in relation to the expected conduct of legal professionals/ practices. I would like to think only a court is competent to rule on whether this 'supposedly father' is being fair or unfair in his approach in relation to his child.

I will reiterate, I stand by everything I said and take full accountability for any conclusions I have drawn from your conduct. To date I have never opposed anything you proposed unless I couldn't find reasonable justification for it, even in case of the latter I only objected after you couldn't provide the requisite information to justify your approach despite requests. Your insistence to persist with your approach despite failure to provide tangible reasons implies you are just as willing to take accountability for your actions and as such there should be no issues when your conduct is subjected to judicial scrutiny.

I trust you will prioritise to supply what I've asked for on your response, I have in the interim submitted the application despite it's incompleteness due to your failure to complete the application form in full. For your own sake I trust there will be no delays in his acceptance as a member due to this.

Regards,  
Salatiso

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**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>

**Sent:** Tuesday, 26 June 2018 9:48 AM

**To:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>

**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>

**Subject:** RE: LUKHANYO'S PARENTING PLAN

See attached medical aid details. My client has informed me that Lukhanyo will be officially off her medical aid on Friday the 30<sup>th</sup> of June 2018.

Response to your email.

We would like to place on record that we never had any hidden agendas and the agreement as drafted was the whole agreement to regulate your relationship with our client and our son.

We would like to put it on record further that you were advised to get legal advice which you didn't. You further wrote an email which you requested certain things to be changed from the plan which were against the law, and I wrote you an email to that effect.

It is so sad to see a supposedly father being difficult for no reason as we have tried to resolve this amicably by drafting the plan and requesting round table meetings.

So we will await medical aid confirmation for your son from you once you have registered him as your beneficiary.

You are further welcomed to start legal proceedings and serve at our clients address.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Sent:** Monday, 25 June 2018 6:57 PM  
**To:** 'Maropeng s' <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Cc:** 'Zelmari Admin' <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Thank you, that will suffice.

Despite numerous attempts to try and reason with you it is clear that you have malicious agendas which only serve to harm my son and as such I have resolved we let the judiciary handle this, you are free to start the proceedings. For convenience my details are as follows for service; 22 Lineata Avenue, Glenvista – Home/ 61 Oak Avenue Highveld Park for work.

Your proposed agreement has been malicious from the beginning but in the interest of trying to resolve this as amicably as I can I tried to move towards an approach that is consistent with our laws which for reasons only known to you, you ignored. Any agreement that does not embrace equality both in terms of rights and obligations cannot be acceptable to me. This is a matter of principle because funding that boys wellbeing in its entirety is the least of my problems, between my million Rands net income (at least) and the fact that he is my sole heir as confirmed my urologist money is the least of his problems.

Until either a family advocate or court resolves this the interim arrangements will continue to ensure he experiences no issues, I will however advise your client to keep all records of expenditure because when this is done a reconciliation of expenses will be warranted and if I have paid more than I should I will recover my money.

I will await the way forward but once again remember the 5 day turnaround time, if you do not start proceedings from your side I will.

Regards,  
Salatiso

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**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Sent:** Monday, 25 June 2018 3:35 PM  
**To:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>

**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>

**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Salatiso,

I will forward you the proof of prior medical aid and termination for existing cover for Lukhanyo.

For the purposes of section 5 I do not think that it is necessary for Mpho to depose to an affidavit. She is not a principal member and there is no way on that section that she must depose such a statement. You are the principal member and you are the one who has to sign even if the form was completed by a third party.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>

**Sent:** Monday, 25 June 2018 3:23 PM

**To:** 'Maropeng s' <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>

**Cc:** 'Zelmari Admin' <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>

**Subject:** RE: LUKHANYO'S PARENTING PLAN

Good Day

Can you please supply the balance of the documents in relation to the medical documents as well termination date of the current cover as per section 3? If unclear refer to correspondence sent on **Wednesday, 20 June 2018 3:49 PM**;

This is urgent.

Regards,  
Salatiso

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**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>

**Sent:** Thursday, 21 June 2018 2:10 PM

**To:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>

**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>; [salatiso.mdeni@gmail.com](mailto:salatiso.mdeni@gmail.com)

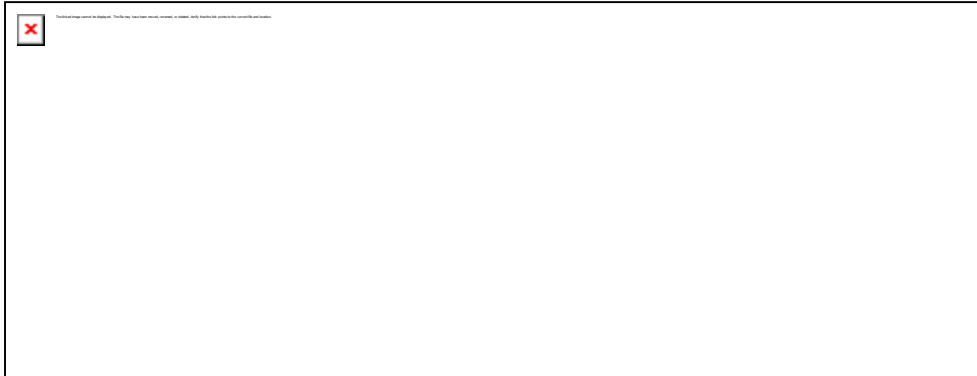
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Salatiso,

Please see attached the Medical Aid completed form.

Kindly advise if there is anything that you need further.

**Yours Faithfully**



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**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>

**Sent:** Wednesday, 20 June 2018 3:49 PM

**To:** 'Salatiso' <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>

**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>

**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Salatiso,

I trust you are well.

Please find attached the amended plan as well answers to your comments that were not affected.

Please also take note the purpose of the plan is not to punish anyone but to ensure that Lukhanyo is well looked after and both parties have parental responsibilities and rights.

If there was any intention on our client to punish you she would have already approached the maintenance court in terms of section 10, which of course is not necessary as our clients wants you to be responsible and enjoy your time with your son.

Kindly let me know as to when it will be suitable for you to come to our offices and sign the plan if you are happy with the plan.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Sent:** Wednesday, 20 June 2018 1:03 PM  
**To:** 'Maropeng s' <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Cc:** 'Zelmari Admin' <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Good Day

Please note that I am yet to receive the final draft as per your commitment, I am not aware of any issues with my primary email but as a precaution going forward please cc [salatiso.mdeni@gmail.com](mailto:salatiso.mdeni@gmail.com) which serves as my secondary email.

Pursuant to the medical aid provision please find attached for your client to review and confirm as follows;

- Populate Section 3 page 2; Section 4 (including sub-sections) page 3 - 5; starting date page 6
- For full compliance to Section 5 a written statement under oath confirming knowledge, understanding and acceptance by your client will suffice. A caveat limiting liability to only information provided by your client must be included in the statement.

When you return the document please make sure both proof of prior medical aid and termination for existing cover must be supplied as required by Section 28(b) of the Medical Schemes Act.

Regards,  
Salatiso  
[salatiso@salatiso.com](mailto:salatiso@salatiso.com)

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**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Sent:** Thursday, 14 June 2018 12:33 PM  
**To:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Salatiso,

1. We are indeed dealing this matter and we want to wrap it as quickly as possible.
2. Your changes were discussed with client and we had to stick to the law and precedents.
3. You will have the finalised draft by tomorrow for your final comment.
4. Our client has instructed us that Lukhanyo should be on your medical aid and we humbly request your medical aid details so that we can incorporate them in the final draft.
5. It is our specific instruction not to punish you or our client, your both the parents and you should definitely take into consideration the best interests of the child.
6. Many thanks for your properly typed feedback which we will of course, supplement the plan based on. We will further address concerns if there are any which are inconsistent with the law and precedents.
7. I hope the above is in order.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>

**Sent:** Thursday, 14 June 2018 12:26 PM

**To:** 'Maropeng s' <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>; [zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)

**Subject:** RE: LUKHANYO'S PARENTING PLAN

**Importance:** High

Good Day

Can you please update me on the progress from your side?

I have taken the liberty to compile the attached in case any of my questions/ comments were vague, this should clarify them.

In the interest of time can we stick to a 5 day (from time of receipt - exclusive of weekends) turnaround time for feedback? It's in everyone's interests to wrap this up as quickly as possible so all uncertainties don't impact my son negatively.

Regards,  
Salatiso  
[salatiso@salatiso.com](mailto:salatiso@salatiso.com)

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**From:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Sent:** Monday, 04 June 2018 5:21 PM  
**To:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Dear Sir,

I confirm receipt and I will put your suggestions to my client.

**Yours Faithfully**



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**From:** Salatiso <[salatiso@salatiso.com](mailto:salatiso@salatiso.com)>  
**Sent:** Monday, 04 June 2018 5:17 PM  
**To:** Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)>  
**Cc:** Zelmari Admin <[zelmari@kernattorneys.co.za](mailto:zelmari@kernattorneys.co.za)>  
**Subject:** RE: LUKHANYO'S PARENTING PLAN

Good Day

Please find attached, overall I have no issues with the contents hence the minimal comments.

Please note that there may be some minor comments as I'm yet to get the opinion of my legal advisor but I don't anticipate these to be much.

Regards,  
Salatiso  
[salatiso@salatiso.com](mailto:salatiso@salatiso.com)

Sent from [BlueMail](#)

On 04 Jun 2018, at 13:40, Maropeng s <[maropengs@kernattorneys.co.za](mailto:maropengs@kernattorneys.co.za)> wrote:

Dear Salatiso,

1. The above matter refers. Please note that we act on behalf of Mpho (our client).
2. Our client has instructed us to draft a Parenting Plan for the young Lukhanyo.
3. Please find attached the Parenting Plan and consider it.
4. If you are happy with it, we can schedule a meeting wherein both of you will sign the Plan.
5. If you are not happy you also welcomed to highlight whatever you are not happy with so that we can resolve it.
6. If you further need legal representation, you can get your own independent legal practitioner.
7. All of our client's rights remain reserved.

**Yours Faithfully**



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