

**IN THE HIGH COURT OF SOUTH AFRICA,  
GAUTENG DIVISION, PRETORIA**

**CASE NO: 2025 – 137857**

**In the matter between:**

**PETER ANDREW FAUCITT**

Applicant

**And**

**JACQUELINE FAUCITT**

First Respondent

**DANIEL JAMES FAUCITT**

Second Respondent

**REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD**

Third Respondent

**REGIMA SKIN TREATMENTS CC**

Fourth Respondent

**VILLA VIA ARCADIA NO 2 CC**

Fifth Respondent

**STRATEGIC LOGISTICS CC**

Sixth Respondent

*IN RE:*

**In the matter between:**

**PETER ANDREW FAUCITT**

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Sixth Respondent

**FIRSTRAND BANK LTD t/a FIRST NATIONAL BANK**

Seventh Respondent

**ABSA BANK LIMITED**

Eighth Respondent

**THE COMPANIES AND INTELLECTUAL PROPERTY  
COMMISSION**

Ninth Respondent

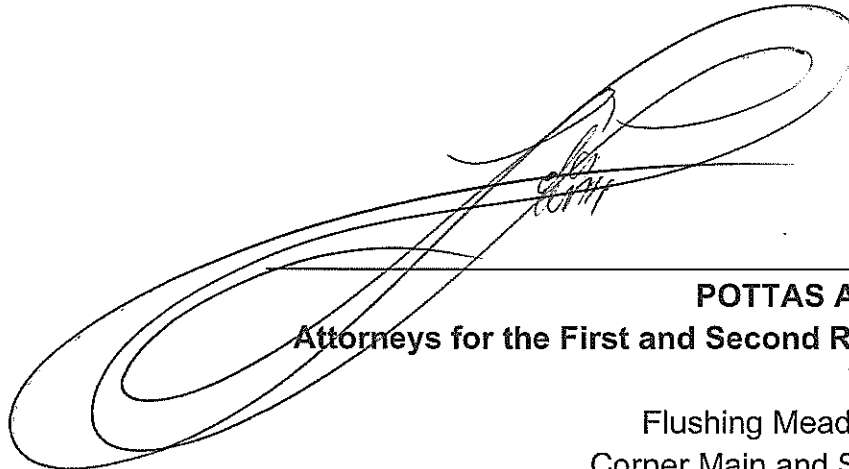
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**FILING SHEET**

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**KINDLY TAKE NOTICE** that the First and Second Respondent's hereby serve and file their affidavit opposing the relief sought under the abovementioned case number.

**DATED** at **BRYANSTON** on this the 19<sup>th</sup> day of **NOVEMBER 2025**.



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**POTTAS ATTORNEYS**  
**Attorneys for the First and Second Respondents**  
The Campus  
Flushing Meadows Building  
Corner Main and Sloane Street

Bryanston  
Cell: 082 920 3087  
Email: [rudi@pottaslaw.co.za](mailto:rudi@pottaslaw.co.za)  
[monique@pottaslaw.co.za](mailto:monique@pottaslaw.co.za)  
**REF: MR R POTTAS / FAUCITT**  
**c/o DAWIE BEYERS ATTORNEYS**  
1213 Cobham Road  
Queenswood  
Pretoria  
Tel: 012 346 7270  
Email: [legal1@dawiebeyers.co.za](mailto:legal1@dawiebeyers.co.za)

TO: **THE REGISTRAR OF THE ABOVE HONOURABLE COURT  
PRETORIA**

AND TO: **ELLIOTT ATTORNEYS INC**  
**Attorneys for the Applicant**  
Office 12  
Garsfontein Office Park  
645 Jacqueline Drive  
Garsfontein  
Pretoria  
Tel: 012 012 5067  
Email: [keegan@elliottattorneys.co.za](mailto:keegan@elliottattorneys.co.za)  
**REF: KRE/KF0019**

***"SERVICE PER EMAIL"***

**IN THE HIGH COURT OF SOUTH AFRICA**

**GAUTENG DIVISION, PRETORIA**

**CASE NO: 2025 - 137857**

**In the matter between:**

**PETER ANDREW FAUCITT**

**APPLICANT**

**And**

**JACQUELINE FAUCITT**

**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**

**SECOND RESPONDENT**

**REGIMA WORLDWIDE DISTRIBUTION  
(PTY) LTD**

**THIRD RESPONDENT**

**REGIMA SKIN TREATMENTS CC**

**FOURTH RESPONDENT**

**VILLA VIA ARCADIA NO 2 CC**

**FIFTH RESPONDENT**

**STRATEGIC LOGISTICS CC**

**SIXTH RESPONDENT**

**IN RE:**

**PETER ANDREW FAUCITT**

**APPLICANT**

**And**

**JACQUELINE FAUCITT**

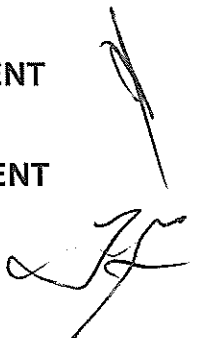
**FIRST RESPONDENT**

**DANIEL JAMES FAUCITT**

**SECOND RESPONDENT**

**REGIMA WORLDWIDE DISTRIBUTION**

**THIRD RESPONDENT**

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(PTY) LTD

REGIMA SKIN TREATMENTS CC

FOURTH RESPONDENT

VILLA VIA ARCADIA NO 2 CC

FIFTH RESPONDENT

STRATEGIC LOGISTICS CC

SIXTH RESPONDENT

FIRSTRAND BANK LTD t/a FIRST

SEVENTH RESPONDENT

NATIONAL BANK

ABSA BANK LIMITED

EIGHT RESPONDENT

THE COMPANIES AND INTELLECTUAL

NINTH RESPONDENT

PROPERTY COMMISSION

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**FIRST AND SECOND RESPONDENT'S  
AFFIDAVIT OPPOSING THE RELIEF SOUGHT**

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I, the undersigned,

**JACQUELINE FAUCITT**

hereby make oath and state that:

**INTRODUCTION**

1. The reference to my person and standing as director of the remaining respondents in the founding affidavit is repeated herein as well as that of the second respondent.



2. The content of this affidavit is within my personal knowledge and is both true and correct, unless the contrary is evident in which instance I have endeavoured to obtain confirmation thereof.
3. Where I rely on statements of a legal nature, I do so on the advice of my legal representatives being Messer Pottas Attorneys, Bryanston, Johannesburg.

### AD CONDONATION

4. I am advised that before I demonstrate the reasons for my opposition, I am required to ask the Honourable Court to condone the fact that the opposing affidavit was not timeously delivered, despite it being received in good time.
5. On or about the 6<sup>th</sup> of November 2025, at the time the application was received, I contacted Ian Levitt Attorneys to represent me in this matter.
6. I mainly spoke to a candidate attorney at his firm, as the senior members were unavailable due to Jewish holidays.
7. The afore resulted in a delay in meeting with Mr Levitt at which instance I was referred to my current attorneys of record whom I contacted on Saturday, the 15<sup>th</sup> of November 2025.
8. I pause to mention that the delay in filing the answering affidavit was communicated to the Applicant's attorneys, which communication proposed a way to deal with the issue. The proposal was declined.
9. The email is attached as **annexure 'AA'**.

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10. The issues in this application are important to me personally as they affect my standing as a director of the various companies referred to herein as well as approximately 32 other entities here in SA and the UK.
11. It is in the interests of justice that the application be ventilated completely and not condoning the late filing will have severe and adverse consequences.
12. Having regard to the opposition raised, I am confident that the Court will dismiss the application.
13. I humbly apologize for the inconvenience caused to the Applicant and the Honourable Court, especially considering the pressures the Court is under in having to consider the papers while busy with the other matters it is seized with.
14. I ask that the delay is condoned and that the affidavit is permitted and considered as part of the application.

### **INTRODUCTION**

15. It appears that the present application is limited to a consideration of my conduct; not the Second Respondent.
16. I will endeavour to address the issues raised by the Applicant as succinctly as possible.
17. The Third to the Sixth Respondent together with the remaining 26 odd entities here in SA and the UK, were established 33 years ago in one form or another and represent an investment of a lifetime of sleepless nights, 20-hour days and



a vast distribution network painstakingly pursued over decades to become the corporate entity it is today which is worldwide known.

18. The RegimA product range was developed by me and the Second Respondent, with the assistance of our formulating chemist.
19. The RegimA product is known worldwide specifically in so far as the treatment of body scaring is concerned and is widely prescribed by cosmetic surgeons to address unwanted scaring post-surgery.
20. I am 68 years old, and this business is my legacy.

#### **THE GENERAL GROUNDS FOR OPPOSING THE RELIEF SOUGHT**

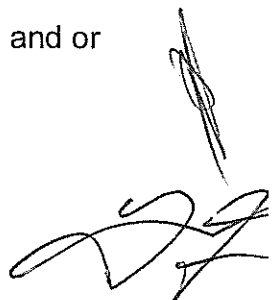
##### ***IN LIMINE***

21. The application is procedurally flawed, substantively unfounded, if not an abuse of process, and ought to be dismissed for such reasons as have been pleaded here after:

##### ***RES JUDICATA / ESTOPPEL / LIS PENDENS***

- 21.1. The present application is a duplication of the same application which the Applicant raised *ex parte* on or about the 19<sup>th</sup> of August 2025, and  
or

- 21.1.1. Is *res judicata* considering the nature of the Order made, and or

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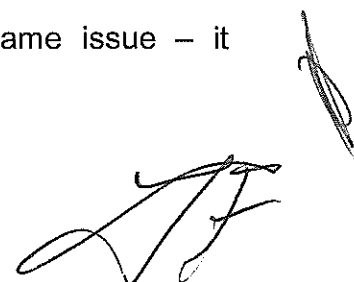
- 21.1.2. The Applicant is *estopped* from raising this application as the legal issue (interference with staff and ancillary parties) has been decided.
22. Prayer 2.5 of the Order reads: - *'The First and Second Respondent are interdicted and restrained from dealing with the business (and the administration thereof) of the Third to the Sixth Respondents and/or their employees and/or their partners and/slash or their clientele in any manner in which any may sustain prejudice,'*
23. In the present application the Applicant seeks the same order. Paragraph 2 of the Notice of Motion reads: - *'Pending the final adjudication of relief in Part B of the main application, the First Respondent is interdicted and restrained from having any contact whatsoever with the Third to the Sixth Respondents, and/or their employees and/or their partners and or their clientele, save through the applicant's attorneys of record, during normal office hours;'*
24. There is no difference between the injunction the Applicant obtained on the 19<sup>th</sup> of August 2025 and the relief he is wanting presently, save for the omission of the prejudice wording at the end of the sentence. Furthermore, the cause of action which supported the August Order is the same as the cause of action on which the present relief is sought.
25. The application is an impermissible duplication and is seeking identical relief as the August – Order.

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26. An interim interdict inherently addresses issues that are occurring at the time of the application or are reasonably anticipated to occur in the immediate future.
27. The Applicant complains about my conduct after the Order he obtained in August 2025 and applies for a *second interdict* on the same issues when there is an Order in place which intended to address future prejudicial harm.
28. The August – Order remains extant and to the extent that the Applicant claims I am acting adversely to the interests of the Third Respondent, there are appropriate remedies that are available to him to enforce the terms of the Order which has already been granted in his favour.
29. The August – Order / application is still alive in that the merits have not been addressed yet in an opposing affidavit by the Second Respondent and I. Flowing from the afore, it is evident that the matter / relief is in actual fact *lis pendens* in that the relief was obtained.

#### **IMPROPER USE OF INTERDICT PROCEEINGS/ ABUSE OF PROCESS**

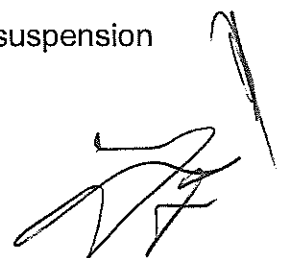
30. Furthermore, the present application is an improper use of an interim interdict proceeding.
31. The Applicant is not seeking compliance with the Order; he is *repackaging* enforcement as a fresh interdict which is procedurally flawed.
32. The Applicant is not entitled to *serial interdicts* on the same issue – it undermines the finality and judicial economy.

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33. Consequently, the Applicant has not established a new legal right distinct from the one which was already protected in August.
34. The application does not rely on a new cause of action. The Applicant is merely relying on factual developments under the same legal framework.
35. The Applicant's remedy is enforcement, not repetition. Alternatively, the Applicant is to pray for a variation order and not a second interdict.

#### **ABSENCE OF THE REQUIREMENTS FOR INTERIM RELIEF**

36. Considering the afore, the Applicant has not demonstrated that:
  - 36.1. He has *new prima facie* right distinct from that which is already protected,
  - 36.2. There is *new* irreparable harm that cannot be addressed through existing remedies.
37. There are several alternative remedies available to the Applicant, including enforcement of the existing Order of the internal company mechanisms.
38. In so far as the balance of convenience may be a consideration, such a balance is not found on a flawed application which does not aim to enforce the terms of the existing Order but is intended to duplicate it.
39. The application is a *backdoor attempt* to secure further relief pending part B of the main application without meeting the threshold for my interim suspension under section 162(8) of the Companies Act.

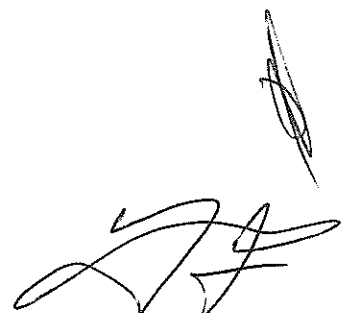
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### **ABSENCE OF URGENCY**

40. Having considered the afore, the application is not urgent.
41. The business continues to run; no staff have resigned or lodged formal complaints.
42. The alleged incidents do not create *new urgency* or irreparable harm beyond what was addressed in the August application.
43. The application stands to be dismissed for the reasons set out here above, with a concomitant costs order.
44. Further submissions will be made at the hearing to the extent that my legal representative may be called upon to do so.

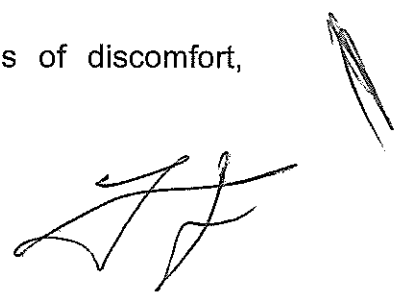
### **DISPUTE OF FACT**

45. When regard is had to what I state hereinbelow, it is clear that a dispute of fact exists.
46. By way of example, the Applicant makes serious allegations in respect of the training session which occurred in October 2025 and what I communicated to Williams. This is a complete fabrication as set out more fully hereinbelow.
47. On this basis, the application is to be dismissed with costs.

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**AD SERIATUM**

48. I do not intend to provide a response to each, and every instance pleaded in the founding affidavit, especially those which are common cause between the parties and or have already been addressed here above. In the event that I may have neglected to respond to something which becomes contentious, I reserve my right to supplement my affidavit in so far as it may be prudent to do so.
49. I am not mentally unfit, erratic or compromised in my mental faculties.
50. My decision to withdraw from the settlement agreement is not an act of mental instability or misconduct. If anything, it reflects a breakdown of trust, not incapacity or delinquency.
51. In any event, the Applicant states that he is not pursuing any form of specific performance from me despite considering my conduct as *repudiation*.
52. The existing interdict aims to address potential actual prejudice to business, which prejudice or harm which cannot be undone.
53. In light thereof, the complaints regarding my conduct are baseless.
54. I am assertive, sometimes even unconventional, but that does not amount to sabotage or imminent collapse of the businesses.
55. The Applicant's reliance on my interaction with senior staff members at the Third Respondent, is an attempt at elevating allegations of discomfort,

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disagreement and or operational tension to meet the threshold of a reasonable apprehension of irreparable harm.

56. The communication with the staff was lawful, limited and necessary for the business' continuity.
57. In the main, the Applicants' allegations in so far as the business operations are concerned are speculative and not supported by objective evidence.
58. The Applicant has not sought to invoke contempt proceedings or the other remedies available to him, which suggests that the Applicant himself doubts the strength of his claims.
59. The interdict will effectively suspend my directorship without due process. It will prejudice my ability to defend the delinquency application and my interests in the businesses which does not favour the balance of convenience in favour of the Applicant.
60. I pause to mention that the Part B is pending in the ordinary course and is subject to the outcome of a forensic audit, mainly. The Applicant has control of the finances of the businesses and is determining the extent of my personal disposable income which is an indefinite reality currently and defeats any real possibility of harm befalling the businesses.
61. In any event, I see no reason why I would actively seek to destroy a business I have spent my life building.

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62. In so far as the remainder of the affidavit is concerned, the content is denied, save for where a response has been provided herein or where it is common cause between the parties.

**AD PARAGRAPH 6.2 and 6.3**

63. The content hereof is denied insofar as same is not addressed hereinbelow.
64. My salary was stopped in the first half of 2024. I have requested a salary since it was stopped which requests have been ignored.
65. As an employee, I am entitled to a salary.
66. I demanded my salary from the bookkeeper, Rynette Farrar ("Rynette") and the Applicant. Rynette has access to the bank accounts and only takes instructions from the Applicant.
67. The Applicant undertook to have my salary paid hence why the subject line of my email records "...DESPITE PROMISE". The salary had not been paid.
68. For further record purposes, my emails on occasion, is written in capitals as my eyesight is not always good.
69. On or about 7 June 2025, my personal credit card, amongst other cards, were unilaterally stopped by the Applicant and in secret. The Second Respondent submitted financial reports on 6 June 2025 alleging a fraud to the accountant, Danie Bantjies ("Bantjies") and the Applicant. The very next day, all my debit and credit cards were stopped. I verily believe that as a result of the reports

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being sent to the Applicant and Bantjies, the Court applications were born together with the actions of strangling the Second Respondent and I financially.

70. The gist of the position is that the Applicant is attempting a hostile takeover of the businesses and sidelining the Second Respondent and myself.

**AD PARAGRAPH 6.4**

71. The content hereof is denied.

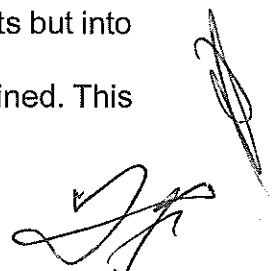
72. I simply searched for a historic email containing Rynette's email address and used that to send my email. I did this so that I did not have to send a new email and it was simply easier to do. There was no malicious intent or any other intention other than requesting my salary.

**AD PARAGRAPH 6.5**

73. The content hereof is denied.

74. Where I refer to "MY ACCOUNT" it simply meant the account of the Fourth Respondent that I had access to and control over for the last 30 years. Even though this account is a Company account, I did payments out of this account and had full control over this account.

75. What I have also discovered was that Rynette instructed customers to no longer effect payments into the accounts of the Third and Fourth Respondents but into different accounts that she had opened. The expenses however remained. This

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conduct in essence would deplete the accounts of funds left and eventually the expenses would "bounce" and be returned.

**AD PARAGRAPH 6.6**

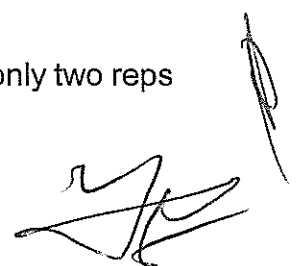
76. The content hereof is denied.
77. I advised the Applicant that the employees deserved to know the truth that fraud has been committed and that my control has been taken away and in essence I have been ousted out of my own business where I have been the founder, CEO and backbone for the last 30 years.

**AD PARAGRAPH 6.7**

78. I see customers, patients and Doctors on a weekly basis.
79. The mere fact that I do not attend the office does not mean I am not involved in the businesses.

**AD PARAGRAPH 6.8**

80. The content hereof is denied.
81. I wrote the training manuals. I am the main trainer. The products are specialized products. I am the face of the business.
82. At the very least, I had to attend to oversee the training. There are only two reps of which one is not in the area.

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**AD PARAGRAPH 6.9**

83. The training proceeded and there were no issues at all. The training proceeded smoothly and I left.
84. There was no disruption and no "ruckus". I acted in the best interests of the business.

**AD PARAGRAPH 7.1**

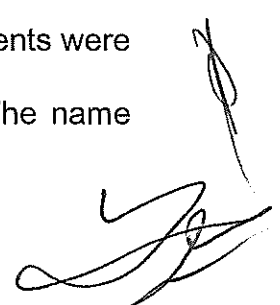
85. I admit dispatching the emails.
86. I deny that there was any malicious conduct or intent. I purely wanted to conduct the training of which I am the expert in the field. Nothing more and nothing less.

**AD PARAGRAPH 7.2**

87. The content hereof is admitted.
88. There is nothing wrong or sinister for myself to simply be copied in on correspondence.

**AD PARAGRAPH 7.4 – 7.6**

89. The content hereof is denied insofar as not specifically addressed.
90. The email was vital to bring to the attention that the incorrect documents were submitted which documents related to K-OZ Creative (Pty) LTD. The name

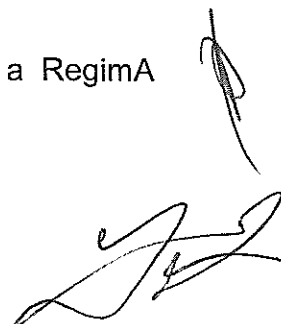
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changed to RegimA SA. The Applicant and Second Respondent are the directors of this entity.

91. RegimA SA did not have a legitimate income stream and used for funds to be held for different entities. When the Applicant cancelled the cards, the income stream was also cancelled. This was done to isolate and strangle the Second Respondent and I financially.
92. Once again, this was done in the best interests of the businesses and cannot be viewed as prejudicial.

#### **AD PARAGRAPH 7.7**

93. The content hereof is denied.
94. Rynette and her son started a business in the United Kingdom which takes revenue and profit from the Third – Sixth Respondents.
95. The Company is Addarory which supplies packaging now to the Respondent Companies. This was done to make a profit from the Respondent Companies.
96. The gist of the position is that the Respondent Companies cannot pay more for packaging and have Rynette make a profit. This is purely to the prejudice of the Respondent Companies.
97. The Company Addarory advertised other skincare products on a RegimA website.

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98. This would be like Porsche vehicles being advertised on a Ferrari Website.

99. Once again, the emails are in the best interests of the Respondent Companies and businesses.

**AD PARAGRAPH 8.2**

100. The content hereof is denied.

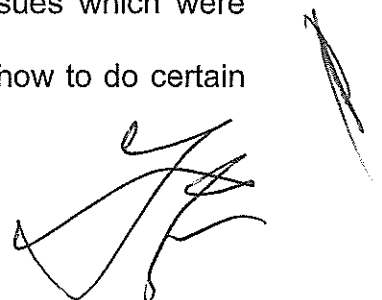
101. I did not speak a single word to Gayane Williams ("Williams"), save for a comment about the muffins not being from Woolworths. Other than that comment, I did not say a single word. This was because the Applicant advised me not to discuss anything with the employees, which I complied with.

102. After the training session, the Applicant advised me that Williams was upset as I did not speak to her during the training sessions.

**AD PARAGRAPH 8.3**

103. I have no knowledge of these comments, save to state that the representatives are independent contractors.

104. These representatives were paid based on the Shopify sales which had been hi-jacked. Flowing from the afore and if the revenue streams were taken away, this would be the most logical conclusion. I did not say a single word in respect of the businesses to the two representatives. The only issues which were discussed was the training, what to do, what not to do and how to do certain procedures.

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**AD PARAGRAPH 9.1 – 9. 2**

105. The content hereof is denied.
106. I only acted in the best interests of the Respondent Companies.
107. The Applicant alleges escalation but same is simply bold unsubstantiated allegations.

**AD PARAGRAPH 9.3**

108. I admit the telephone call.
109. I advised Rynette that in the event that stock would not be released, an official letter or correspondence must be sent. There was nothing sinister about the request.
110. The UK simply needed to be notified.

**AD PARAGRAPH 9.4**

111. The content hereof is denied.
112. Arthur Mphande is my domestic worker at my residence. Arthur assists me with managing my products at my residence.
113. Similarly to above, the issue was that if the UK stock was not being released, correspondence needed to be sent.



**AD PARAGRAPH 9.6**

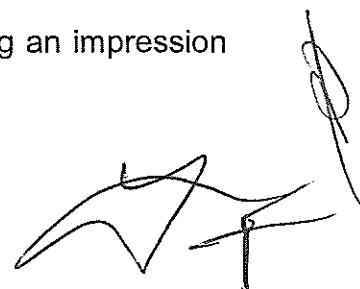
114. I did not want Arthur to have access to the stock at my residence as stock has gone missing to the value of over R5million in stock, and I was concerned that Rynette would gain access to same or that Arthur would give stock to the Applicant unknowingly and unaware of the fact that there are disputes.
115. Notwithstanding the above, one must remember that Rynette and/or her son has the UK entity. My concern was also that stock / raw material would be used by Rynette for the UK entity which would clearly be prejudicial to the Respondent Companies.
116. The phone which was switched off was not Arthur's phone but a company phone. No reason exists why I could not simply be contacted on my phone number.
117. Once again, my conduct is in the best interests of the Respondent Companies.

**AD PARAGRAPH 9.8**

118. The content hereof is denied.

**AD PARAGRAPH 10.1.1**

119. The photos were posted on the RegimA website. The products were not RegimA products but a type of photoshopped version creating an impression which is false and misleading to the public.

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120. Once again, my conduct is in the best interests of the Respondent Companies as there cannot be photos which is not in line with RegimA product or a true reflection thereof.

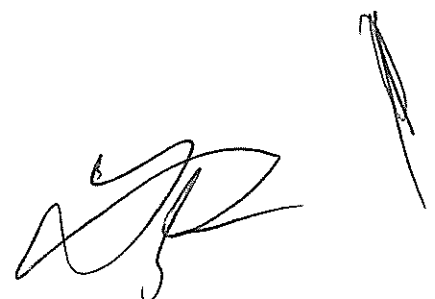
**AD PARAGRAPH 10.1.2**

121. The content hereof is denied.
122. There was no barrage of complaints. This complaint relates to the Shopify stream being cancelled which causes huge losses for the RegimA Companies.

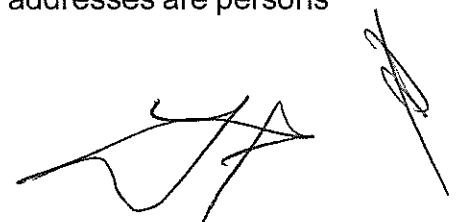
**AD PARAGRAPH 10.1.3**

123. The content is denied in so far as the email is clear, in that I am addressing the issue of my income which was interfered with by the Applicant and or the bookkeeper of the fourth respondent.
124. The persons included in the email are the Applicant, Rynette (the bookkeeper of the fourth respondent) and my erstwhile attorneys at Ian Levitt attorneys at the time.
125. These individuals were not *unrelated employees*.
126. The Applicant's expressed discomfort with the remark about my pension fund being diverted into his account is not a denial thereof.

**AD PARAGRAPH 10.1.4 and 10.1.5**

A handwritten signature in black ink, appearing to be 'JP' or similar, located at the bottom right of the page.

127. The content is denied.
128. The Applicant clearly did not read the email.
129. The email is addressed to Rynette Farrar at *regimaskin.co.za*.
130. Our email address is *regima.zone* which is affiliated to our companies and is the domain and email address which has been associated with our intellectual property and brand for the past 15 years.
131. *Regimaskin.co.za* is the email address for a company which Rynette established for her son on or about the 29<sup>th</sup> of May 2025. The company is called Addarory Pty Ltd who owns the domain *regimaskin.co.za*.
132. The company was established in direct competition with the Fourth Respondent and or the other entities listed in the application as well as the other companies I and the Third Respondent have an interest in, while Rynette has been employed as its bookkeeper with the Fourth Respondent, and with the apparent consent of the Applicant.
133. On the 20<sup>th</sup> of June 2025 the customers of the Respondents were advised that they should stop contacting the *regima.zone* email address and direct their emails to *regimeskin.co.za*.
134. The content of the email does not refer to *make up tips* being sent to RegimA's staff members. The persons under the *regimaskin.co.za* addresses are persons

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be a first name followed by a surname, possibly 'Rynette'.

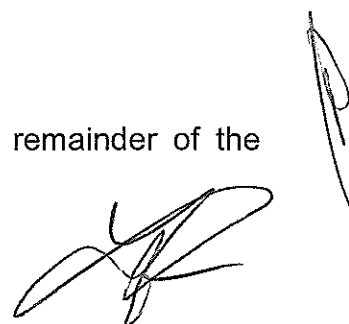


who are acting in consort with Rynette, who is pilfering and redirecting customers to a company which is owned by her son.

135. I have been advised that the conduct is unlawful and is in direct contravention of the business's non- disclosure and non – compete rights and an application to enjoin the actions of the parties involved is being prepared.
136. The photos of the alleged make-up tips, were attached to the emails emanating from the *regimaskin.co.za*, which is not only a complete and utter misrepresentation of the *RegimA* products as it had been photoshopped.
137. I required Rynette to remove the photos and/or clips from the emails because they created an affiliation to the RegimA brand which was detrimental to the business's public reputation.
138. The phone conversation which was recorded without my knowledge, evidences a further demand about the pictures and emails, to which Rynette responded – 'Noted'.

**AD PARAGRAPH 11 (Inclusive)**

139. The content is denied.
140. The Applicant relies on sweeping bald statements without any real evidence to support it.
141. I repeat hereunder the relevant statements made to the remainder of the allegations.

A handwritten signature in black ink, consisting of a stylized, cursive 'P' followed by a series of loops and a final vertical stroke.

**AD PARAGRAPH 12 (*inclusive*)**

142. Where I have made statements herein before relevant to content here, those are repeated herein.
143. The rest of the content is denied.

**AD PARAGRAPH 13.1**

144. The content hereof is denied.
145. The Applicant has been diverting customer payments to the ABSA accounts, even though the entities have exclusively banked with FNB for the past 33 years.
146. Rynette is the only person who has access to the ABSA accounts and is the only person who transacts thereon.
147. Shortly after the interdict was granted on the 19<sup>th</sup> of August 2025, the corporate accounts at FNB were raided and left without a trading balance. Creditor transactions then declined *en mass*.
148. Rynette was given sole access to these accounts by the Applicant.

**AD PARAGRAPH 13.2 and 13.4**

149. The content is denied.

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**AD PARAGRAPH 13.4**

150. If the Applicant is *fortunately managing the day to day running of the affairs of the various entities*, he has no reason to anticipate irreparable harm.

151. I would not be asking to be paid if, I, the Applicant was continuing to ensure that I receive my usual benefits as a director.

**AD PARAGRAPH 14 (inclusive)**

152. I repeat what has been stated regarding urgency herein.

153. The remainder is denied.

**AD PARAGRAPH 15 and 16**

154. The content is denied in so far as it has not been addressed herein above.



**AD PARAGRAPH 17**

155. The affidavit is noted.

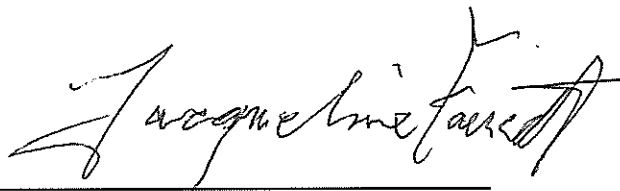
156. Concerningly, the Applicant refers to affidavits for the employees (*plural*) however only managed to attach one.

**CONCLUSION**

157. I pray the application be dismissed with costs concomitant thereof and on a scale C.



158. The cost order is justified, considering the abuse of the process of the Court and the way the Applicant persists with raising applications which are intent on creating a false narrative and affects my person and reputation in the business world.

  
JACQUELINE FAUCITT

I hereby certify that the deponent has acknowledged that she knows and understands the contents of this affidavit which was signed and sworn before me at Bryanston on this 19 day of November 2025, the regulations contained in Government Notice no. R 1258 of 21 July 1972, as amended, having been complied with, the deponent having acknowledged that she understands the contents of this affidavit, has no objection to taking the prescribed oath and considers the oath to be binding on her conscience.

  
COMMISSIONER OF OATHS

Name:

Designation:

Address:

COMMISSIONER OF OATHS (RSA)  
ROBIN PETER GERHOLD  
Ex-Officio Practising Attorney  
The Campus, Flushing Meadows,  
Ground Floor, 57 Sloane Street,  
Bryanston, Johannesburg  
010 592 1622

"AA"

**Monique dos Santos**

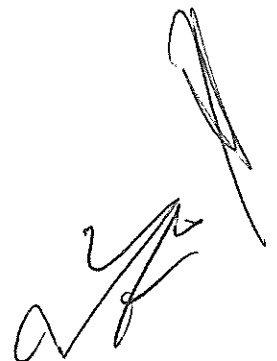
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**From:** Rudi Pottas  
**Sent:** Monday, 17 November 2025 13:03  
**To:** keegan@elliottattorneys.co.za  
**Cc:** Matt Little; Monique dos Santos  
**Subject:** FAUCITT // FAUCITT AND OTHERS  
**Attachments:** Notice of Appointment as Attorney of Record - FAUCITT (Urgent).pdf; Notice of Intention to Oppose - FAUCITT (Urgent).pdf

Dear Sir,

1. I refer to the above matter and confirm that I act for Jacqueline Faucitt and Daniel Faucitt ("my clients").
2. I annex herewith a notice to oppose under case number 137857/2025 (set down for 18 November 2025) and a notice of substitution under the same case number but referenced as the "main application", which is hereby served.
3. I received instructions over the course of the weekend. I have not been able to consult with my client and as such have been unable to draw the necessary opposing affidavit.
4. My instructions are to request that your client removes the application set down for tomorrow and re-enrol same for 25 November 2025. Costs to be in the cause.
5. Kindly take urgent instructions and revert whether your client will be amenable to my client's request.
6. In the interim, my client will give an undertaking to not have any contact with the Third – Sixth Respondents, their employees, partners and clientele until the second application has been dealt with.
7. Please also provide me with a copy of a third application wherein your client seeks to make certain settlement agreements an order of Court.
8. In closing, please provide my office with caselines access at [matt@pottaslaw.co.za](mailto:matt@pottaslaw.co.za) and [monique@pottaslaw.co.za](mailto:monique@pottaslaw.co.za).
9. I await to hear from you.

Kind Regards,  
Rudi Pottas



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Rudi Pottas

---

Director

The Campus, Flushing Meadows,  
Ground Floor, Cnr Main &  
Sloane Str, Bryanston.

Cell: 082 920 3087

Email: rudi@pottaslaw.co.za

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POTTAS ATTORNEYS

ATTORNEY IN THE HIGH COURT OF SOUTH AFRICA

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A handwritten signature in black ink, appearing to be 'Rudi Pottas', is located in the bottom right corner of the page.