

Statement for immediate release  
Issued by: Adv. Leslie Sedibe (issued in private capacity)  
Attention: News Editors  
14 March 2016

## **RESPONSE TO THE FIFA SANCTION AGAINST LESIE SEDIBE**

### **FIFA RULING**

FIFA issued a ruling this morning in terms of which it found me guilty of infringing articles 13, 15 and 18 of the FIFA Code of Ethics. Contrary to general public perception I was not found guilty of corruption, match-fixing or of any dishonesty.

Article 13 enjoins its members to be bound by the FIFA Code of Ethics and to be aware of the importance of their duties and concomitant obligations and responsibilities, to respect all applicable laws as well as FIFA's regulatory framework.

Article 15 requires that members shall have a fiduciary duty to FIFA and its confederations, associations, leagues and clubs.

Article 18 places on its members an obligation to report any potential breach of the FIFA Code and at the request of its Ethics Committee, to contribute to clarifying the facts of a case and where requested, to declare details of that member's income and provide the evidence requested for inspection.

These transgressions imply no dishonest or unlawful conduct on my part. At best the ruling suggests only an administrative failure by me. I deny in any event that the ruling is correct for the reasons which are given hereunder.

### **BACKGROUND – SAFA REPORT**

On 17 December 2012, I issued a public statement welcoming SAFA's decision to institute a commission of inquiry into reports of alleged match fixing ahead of the 2010 FIFA World Cup.

I also undertook publicly to give my full support and co-operation to help bring the matter to finality. I point out that notwithstanding the serious implications of the FIFA Report and my alleged role in the incidents being investigated, I was neither consulted prior to the release of the provisional FIFA Report nor invited to any of the meetings where the Report was discussed.

To date, despite repeated requests and despite references to me in the report, I have not officially received a copy of the report from either SAFA or FIFA.

### **STILL WAITING**

I have repeatedly and publicly demanded an independent and impartial investigation into the allegations of match fixing involving those Bafana Bafana "friendly" matches which took place in May 2010, organised by the South African Football Association (SAFA).

There has been much speculation over the allegations and the names of many individuals have been mentioned in regard to the alleged match fixing, including my own. I was the CEO of SAFA at the time.

On several occasions I have publicly stated that I would give my full cooperation and support such an inquiry, provided that it was impartial and independent.

I also called for an independent process which would afford anyone accused or suspected of any wrongdoing an opportunity to tender evidence and challenge the allegations made by FIFA and SAFA.

## **PUBLIC PROTECTOR**

On 7 November 2014, I issued a statement in which I publicly disclosed that I had formally requested the office of Adv. Thuli Madonsela, the Public Protector, to investigate the match fixing allegations.

I subsequently received a response from the Public Protector's office, via my attorneys, advising that the matter did not fall within the mandate of the Public Protector notwithstanding the public interest in the matter and as such my request that the match fixing allegations be investigated by the Public Protector, was declined.

The Public Protector's office instead recommended that the investigation be referred to the South African Police Service (SAPS).

## **SAPS INVESTIGATION**

Pursuant to the recommendation of the Public Protector, I duly referred the matter to SAPS. I was subsequently informed by SAPS that they had investigated the matter and had referred it to the National Prosecuting Authority (NPA) for a decision.

I was further notified that the NPA had declined to prosecute the matter given that there was insufficient evidence to support or sustain a criminal prosecution for match fixing – and that this decision had been communicated to SAFA. SAFA has never communicated the decision of the NPA to the public.

## **SAFA'S SILENCE - PAIA**

Notwithstanding my repeated public undertakings to cooperate with any independent investigation or inquiry into the allegations, my name had been mentioned along with other names in speculation over the allegations.

In response I have written several letters to SAFA since 2012 in an effort to prepare for the commission of inquiry. My repeated requests for access to certain information, has been ignored. I requested access to the following:

- the SAFA owned laptop used during my tenure as CEO;
- emails allegedly mentioning me by name, including communication with other individuals;
- meeting minutes and reports from various committees.

In utter desperation, I was left with no alternative but to file an application in terms of the Promotion of Access to Information Act ("PAIA") requesting the following documents:

- the provisional report by FIFA after its investigation of match fixing during 2010;
- my laptop computer issued to me by SAFA and access to all emails thereon;
- access to the SAFA email server;
- access to the Local Organizing Committee 2010 server;

To date, despite the PAIA application having been delivered directly to Mr Danny Jordaan, and to his attorneys, ENSAfrica at his request, a response has not been forthcoming from either Mr Jordaan or his attorneys.

### **FIFA CONTACT**

On 3 November 2014 FIFA informed me that it intended including me in its investigation. I was contacted by FIFA and informed by it that certain claims had been levelled against me under the FIFA Code of Ethics. I responded through my legal representatives by stating that I could not meaningfully participate in any process without the cooperation and support of SAFA which was in possession of all relevant documents which were necessary to advance my defense. I requested FIFA's assistance in procuring these documents from SAFA. They ignored my request.

My attorneys wrote to FIFA on 20 November 2014, advising that I had voluntarily referred the matter to the Public Protector for investigation and subsequently, on the advice of the Public Protector, to SAPS. The approach to the Public Protector and then SAPS was in response to the refusal by SAFA to make available those documents which were critical to my defense in the FIFA investigation and the failure by FIFA, in its investigation, to insist that SAFA make the documents available either to it or to me. In my view the FIFA investigation was incomplete and unreliable for as long as these documents were not included in the investigation.

On 28 November 2014 FIFA wrote notifying me that I would, in due course, be contacted by the Chief of investigation or the FIFA Security Division with a specific request for documents and information. This was after I had repeatedly requested the documents from SAFA which were vital to my response and after I had implored FIFA to assist in securing these documents from SAFA. How then was I in a position to offer an explanation supported by documentation when, to the knowledge of both FIFA and SAFA, the very documents I required and which FIFA was insisting I provide, were being withheld by SAFA.

Notably, despite the subject of the FIFA investigation being the alleged match fixing and related conduct, in its final adjudication, despite the fact that I was not afforded a reasonable opportunity to participate in its investigation, the final FIFA ruling found me guilty only of failing to cooperate in the FIFA administrative process. There is no reference in the ruling to match fixing, corruption or any other form of dishonesty.

### **SAFA & FIFA - FAILURE TO AVAIL INFORMATION**

Despite my numerous and repeated requests, SAFA and FIFA have failed to respond positively or at all to my repeated requests for access to the documents and necessary information I required in order to prepare and submit my response to FIFA's investigative chamber.

After much contemplation and under these circumstances, I wish to bring the following to the attention of the public:

1. I refused to co-operate with the FIFA process until I receive complete and unfettered access to the documents and records critical to my response and which SAFA has steadfastly refused to make available.
2. On Monday, 6 February 2012, I appeared as a guest on Robert Marawa's show on Metro FM where I gave my preliminary thoughts and an overview of my understanding of the incidents leading up to the preparation and organisation of the international friendly matches.
3. On 13 February 2012, I received a letter of demand from Eversheds Attorneys acting on behalf of SAFA demanding that I return the correspondence and documents I had referred to in my interview on Metro FM. SAFA also demanded that I destroy this correspondence and any document in my possession gained during my tenure as the CEO of SAFA. Now I find it strange that an organization such as SAFA would in the middle of a FIFA investigation, knowing the importance of those documents, nonetheless insist that I destroy all of those material documents.
4. Around March 2012, I was interviewed by Chris Eaton acting on behalf of FIFA and as part of the interview process, I invited FIFA to inspect my financial records including those of any person he deemed to be connected to me, for purposes of establishing whether I had received any questionable payments. I also challenged the investigators to conduct a lifestyle audit into all my affairs. To date, neither FIFA nor SAFA have responded to this offer. Notably, despite this the FIFA ruling found me guilty of non compliance with article 18 of its Code of Ethics ignoring this invitation to make disclosure.
5. Subsequently, the Minister of Sport requested that the President of the Republic to establish a Judicial Commission of Inquiry to investigate the match fixing allegations, which very sadly (but correctly in my view), was refused by the President. This was after acrimonious bickering between the Minister of Sport and the now axed FIFA SG, Jerome Valcke.
6. After many months of waiting, I was eventually contacted by FIFA to make a statement in response to the charges leveled against me. At the outset, I was perplexed by the hostile attitude exhibited by the investigators who practically insisted on denying me my rights to be represented by my lawyers and persistently ignored my reasonable requests that all correspondence be directed to my legal representatives. They acceded only after intervention by my lawyers who approached FIFA on my behalf.
7. In April 2015, I was hospitalized and the doctors recommended surgery to correct a congenital deformity of my right foot to avoid cardio-vascular co-agulation and the recovery period for such an operation is between 6 – 12 months. During this period, I was usually heavily sedated and later moved to a wheel-chair and then crutches to help me walk. It was during this period FIFA demanded that I fly to Zurich to face a panel of investigators. I was

practically not capable of doing so but despite this and because I did not go FIFA assumed an adverse inference.

8. Despite being aware of the fact that I had been denied access to all records and documents necessary to assist me in refuting the allegations made against me and having refused to intervene and direct SAFA to make those documents available, FIFA demanded that I nonetheless appear at a hearing in Zurich unprepared and without a tender to cover my costs or that of my legal representatives.
9. In the meantime, FIFA has itself been plagued by one corruption scandal after another including allegations of a bribery involving US 10 Million dollars relating to South Africa's bid to host the 2010 FIFA World Cup. These allegations came as no surprise to me but I reserve my comments on this for the appropriate time and forum should the need arise.
10. I am prepared however to go as far as stating that my response would have made reference to the \$10 million "*donation*" by SAFA and that I am certain that SAFA's steadfast refusal to allow me access to my SAFA laptop, its email server and other documents is directly motivated by a concern by the documents I would have placed before FIFA. Prior to the 2010 World Cup, SAFA was virtually insolvent and had insufficient funds to cover the costs for the training camps proposed by Coach Carlo Perreira. In the context of the financial circumstances the "*donation*" by SAFA of \$10 million to the so-called Diaspora invites investigation.
11. At this time, it is appropriate for me to draw your attention to the contents of an email by Mr Ace Kika addressed to Wilson Perumal dated 12 May 2010.
  - 11.1. Mr Kika is the author of this email, a copy of which is attached serves to confirm that Mr Kika, in his capacity as Chairman of the SAFA Technical and Referees Committee, was communicating directly with Mr Perumal to arrange the appointment of referees for the 2010 International Friendlies. My only involvement, as recorded in the letter was to negotiate with the relevant Football associations and to conclude match agreements with them;
  - 11.2. This email should then be read in conjunction with a letter from Mr Perumal (of Football4U International) to the President of SAFA, Kirsten Nematandani dated 29 April 2010. This letter confirms that Mr Perumal and Ms Nematandani met to specifically discuss and agree the appointment of match referees to officiate at the International Friendlies.
12. Despite my efforts to raise funds to help the team including direct requests to FIFA, I was informed in no uncertain terms that FIFA was not prepared to offer any financial assistance to SAFA. This support only came in the form of US 10 million dollars paid in October 2010.
13. I refused to co-operate with FIFA because FIFA demonstrated little willingness to undertake a full and comprehensive investigation and seemed intent on reaching a conclusion which avoided identifying the true culprits for fear of political reprisal.

14. I have been accused of dishonesty for refusing to return the SAFA laptop when in fact it is not in my possession. At no stage did anyone at SAFA either directly or through their lawyers demand this laptop until after the match fixing scandal broke out. For the record, I do not have the laptop. Instead, I have written proof that a duly authorised employee of SAFA collected this laptop from my home and it has been in the possession of SAFA since the commencement of the investigation. I would be happy to read from an affidavit by the SAFA employee whose identity must be protected as the individual is still in the employ of SAFA.
15. Regrettably I have come to the very sad and reasonable conclusion that much of the evidence that would otherwise have supported my version of events has been destroyed and SAFA's conduct in this regard must be treated with great suspicion.
16. I find it a mockery of justice that an attempt was made to force me to appear before FIFA inquiry where I have been denied access to documents vital to the preparation of my defense.
17. The principle of *audi alteram partem* has been thoroughly ignored by the FIFA investigating committee. I have not been given a fair opportunity to present my version, which I have repeatedly stated requires that I have access those documents I have demanded from SAFA. I have attempted to solicit the assistance of FIFA to secure these documents, I have lodged a PAIA application and I have sought help from the Public Protector. FIFA held its inquiry and adjudicated on my conduct without my participation and without this slightest attempt to assist in securing documents which it knew to be in SAFA's possession and which it knew to be relevant to the inquiry and to my defense. FIFA was not interested in establishing the truth. This was simply because it was concerned by the political ramifications if the truth was revealed. I will not act as the FIFA scapegoat.
18. I conclude that a substantial injustice has been committed by FIFA and SAFA.



# EVERSHEDS

**Mr Leslie Sedibe**

**By email: [leslie@proudlysa.co.za](mailto:leslie@proudlysa.co.za)**

**By hand: 10, 2<sup>nd</sup> Street  
Abbotsford  
Johannesburg**

Date 13 February 2012  
Your ref Mr Sedibe  
Our ref I 30196/Mr Elliott/Mr Monnakgotla/is  
Direct dial (27 11) 523-6168  
Direct fax 086-682-7585  
leratomonakgotla@eversheds.co.za  
Docex 7 Sandton Square

Dear Sir

**RE: SOUTH AFRICAN FOOTBALL ASSOCIATION/ YOURSELF**

1. We act for and on behalf of South African Football Association (SAFA), hereinafter referred to as "our client".
2. We are instructed by our client as follows:
  - 2.1 That on or about 4 February 2010 alternatively on or about 5 February 2010, you entered into a contract of employment with our client;
  - 2.2 The contract of employment was for your appointment as the Chief Executive Officer of our client;
  - 2.3 That on or about 5 January 2011 and by mutual agreement between you and our client, the contract of employment was terminated. A severance contract was entered into by the parties.

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\*not attorney/not director

3. We are instructed by our client that the contract of employment contained certain confidentiality undertakings by you, in particular not to disclose or use our client's information.
4. Clause 11 of the contract of employment reads as follows:

***RESTRAINTS***

*The Executive shall not during his employment with SAFA and for a period of twelve (12) months thereafter:*

***Against disclosure or use of information:***

*directly or indirectly, use for his own benefit, or the benefit of any person, and shall keep confidential and not disclose, any trade secrets or confidential information of SAFA other than to those persons, connected with the companies, who are required to know those secrets or to have that information:*

*For the purpose of this clause, the expression "trade secrets and confidential information of SAFA", shall include, but shall not be confined to the technical detail, techniques, know-how, method of operating, costs and sources of material, pricing and purchasing policies, name of sponsors and potential sponsors whom SAFA has not yet contracted, but intend contracting for the purpose of doing business:*

5. Furthermore clause 12 reads as follows:

***COMPANY RECORDS AND ASSETS***

*On termination of this agreement for whatsoever reason and howsoever arising, the Executive shall forthwith deliver to SAFA all confidential records, documents, accounts, letters and papers of every description within the possession or control of the Executive*



*relating to the affairs and business of SAFA, whether or not such were originally supplied by SAFA.*

6. The severance contract also contained certain confidentiality undertakings. Clause 5 of the severance contract reads as follows:

***RETURN OF ASSETS***

*Sedibe shall return all of SAFA's assets in his possession to SAFA on or before the Termination Date. Without limiting the extent of this clause, assets shall include his laptop, petrol card, credit card, books, **documents, electronically stored information** and the like. (emphasis added)*

7. We are instructed that on the evening of Monday 6 February 2012 you were featured as a guest on a Metro FM talk show hosted by Robert Marawa. Mr Marawa stated that his producer had received from you various correspondence.
8. We are further instructed that during the interview, you and the host read out extracts from certain correspondence, including but not limited to correspondence apparently exchanged between yourself and Dennis Mumble during your tenure as Chief Executive Officer of our client. Such correspondence was generated during your tenure as an employee of our client and was therefore subject to the confidentiality undertakings referred to above.
9. Despite the abovementioned clauses found in the two mentioned contracts, you not only breached your confidentiality undertakings, by being in possession of such correspondence, you also unlawfully disclosed same to the host and the listeners.
10. The mere fact that you have in your possession certain correspondence which you could only have if you have breached your confidentiality undertakings referred to above, creates in our client's mind a reasonable apprehension that you have in your possession, unlawfully, other correspondence and documents of our client.
11. We are instructed by our client to demand from you, as we hereby do, the following:

- 11.1 Return of all the correspondence in your possession including but not limited to those that you read during the interview, and whether in hard copy or electronic form.
- 11.2 An explanation of how such correspondence came into your possession while you are no longer in the employ of our client.
- 11.3 That you delete irretrievably all electronic copies of our client's confidential information, from every media device on which they may be stored.
- 11.4 A written undertaking by you to refrain from similar conduct in the future, together with confirmation that you have complied with 11.3 above.
12. The above demands are to be met within 5 (five) days from the date of receipt of this letter. In the event of you failing to meet our client's demands, we hold instructions to approach the relevant legal forum and to seek the necessary relief.
13. Our client's rights are fully reserved. We specifically reserve the right to supplement this letter and our client's demands upon receipt of a transcript of the interview, which our client has applied for.

Yours faithfully

  
**Mr Lerato Monnakgotla**  
**Senior Associate**  
For  EVERSHEDES



# FOOTBALL 4 U INT'L

Blk 640, #01-58 Rowell Road, Singapore - 200640  
Tel: 62944359 Fax: 62946359 E-mail: foot\_ball4u@yahoo.com.sg

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29 April 2010

Attention: Mr. Nematandani Kirsten  
President South Africa Football Federation

Dear Sir,

## **RE: REFEREES EXCHANGE PROGRAM**

With regards to our meeting on the above mentioned matter in Johannesburg.

Please note that we are extremely keen to work closely with your good office on the referees exchange program as discussed.

We will be inviting South African FIFA qualified match officials for international friendly matches and league matches in Middle East countries whereby we act as agents for the supply of referees and assistant referees.

And in return we will be pleased to assist SAFA in providing FIFA qualified referees and assistant referees from CAF to officiate warm up international friendly in South Africa from May 2010 to June 2010.

We will also be glad to work with SAFA in organizing youth our tournaments and friendly international matches in the near future.

Thank you.

Yours faithfully

Wilson Raj Perumal  
Events and projects Executive

Cc copy: Mr. Dennis Mumble (Chairman Ref Committee SAFA)  
Mr. Ace Kika (Chairman Tech Ref Committee SAFA)