The real reason for Discovery's vendetta against Ronald,Darren and RBP Inc. and which its in house debt collector and hitman Jeff Katz openly threatened ,was aimed at " destroying you all , no matter what it takes and ,no matter what it costs "

The real reason for Discovery's vendetta against Ronald Bobroff and Ronald Bobroff & Partners inc. Exposed

Discovery's wilful non-disclosure of hidden rules and exclusions, and non-compliance with the Medical Schemes Act no. 131 of 1998.

1. Are you a member of Discovery Medical Aid and if so, did its Broker or anyone else on its behalf ever tell you, that the only medical care you and your dependents are unconditionally entitled to as of right is that arising out of illness. Were you told that medical care due to the act of another –e.g. Road Accidents, workplace Injuries, dog bites, assaults and so on are excluded unless you agree in writing, under threat of immediate termination of medical care and a further threat that you have to refund the cost of care already provided to your or your dependants, to claim from the wrongdoer at your own risk and cost and to thereafter reimburse Discovery in full any medical costs paid by it.

2. Did you ever receive a "detailed summary" of Discovery's rule when you became a member? Despite the Medical Schemes Act making this compulsory in terms of Section 30(2) (a) - RBP and many members of the South African Association of Personal Injury Lawyers ("SAAPIL"), are yet to find a single member client of Discovery Medical Aid, who ever received this or ever had the benefit of Discovery complying with numerous compulsory provisions of the Medical Schemes Act. A schedule of some of these provisions is attached. **Annexure 1 - Summary of the Provisions of the Medical Schemes Act -Click here to read**

3.

3.1 If you had received this detailed summary you would have been shocked to find out something which Discovery Medical Scheme, and its Administrator, Discovery Medical Aid Administrators Limited, have very successfully managed to conceal from prospective members and actual members of the Scheme for decades.

3.2 Tucked away in Discovery's never disclosed rules, is Rule 15.6.1 and Annexure "C") which contains exclusions entitling Discovery to refuse you or your dependents any medical care which is due, "to the act of another" unless you agree, at your own risk and cost, to claim on Discovery's behalf against the alleged wrongdoer for repayment of all medical costs paid by Discovery for your treatment. In practice this means that you have to bear the cost of your own Attorney, Advocates and medical experts, as also to face the risk of having to pay the Defendant's/Road Accident Fund's (RAF) legal costs – which in an ordinary High Court trial usually exceeds hundreds of thousands of Rands - should your claim prove unsuccessful. **Annexure 2 Rule 15.6.1 of Discovery's letters forcing members to sign click here to read**

4.

4.1 The first time most members of the Scheme find out about these hidden rules, is when they or

a dependent are injured in a road accident, often in intensive care fighting for life. They or their families are then confronted by an employee from Discovery's in house Road Accident Fund Medical Costs recovery department, headed up by Jeffrey Katz. A demand is made that the member or the dependent sign/s Discovery's unlawful undertaking*, in which they/the victim agrees to make a claim against the Road Accident Fund ("RAF") at own risk and cost, and to refund Discovery in full. **Annexure 3 Undertaking to Discovery Health - click here to read**

4.2 The undertaking document repeats the threat made by Discovery's staff to the member or the dependent, that the Scheme will immediately terminate all medical care and claim back the cost of care already rendered should the member refuse to sign the document. This means that the member (you) or the dependent either has to come up with hundreds of thousands of Rands to deposit with the hospital, or lacking the resources to do so, transfer the loved one to a State Hospital; or sign Discovery's unlawful undertaking. So, in reality there is no choice at all given the current state of affairs in public health facilities.

4.3 By acting this way Discovery also contravenes Regulation 10 of the Medical Schemes Act which prohibits any Medical Aid from refusing to provide Prescribed Minimum Benefit care to any member – P.M.B.'s specifically includes emergency care which is invariably required to save the lives of seriously injured road accident victims. **Annexure 4 - Regulation 10 of the Medical Schemes Act regarding brokers - click here to read**

4.4 G.E.M.S – Government Employee's Medical Scheme - the second largest Medical Aid in South Africa, under signature of its then CEO Dr Eugene Watson, issued a press release in April 2012 stating that it had removed from its rules any requirement that members injured in road accidents should be obliged to claim medical expenses from the RAF and reimburse the Scheme.

4.5 Dr Watson who has now moved on to become CEO of the Road Accident Fund, said that the scheme was doing so because it regarded such rules as unfair; especially since members were paying insurance premiums to the Scheme, in the justifiable expectation that they would receive medical care irrespective of the cause giving rise to the need for such care. **Annexure 5 Press release from GEMS removing the rule to reimburse the scheme for past medical expenses - click here to read**

4.6 Discovery has not to date adopted a similar ethical approach, but continues to harass and bully members or their dependents who require medical care arising out of road accidents, as is described in the statements and affidavits by RBP clients/Discovery members in paragraphs 8.4 and 8.5.

*see below for details as to where to lodge complaints against Medical Aids.

1. The Council for Medical Schemes - **complaints@medicalschemes.com**;

2. National Consumer Protection Commissioner - **consumer@gauteng.gov.za**;

3. The Public Protector, Thuli Madonsela - **customerservice@pprotect.org.**

5. RBP EXPOSES DISCOVERY'S UNETHICAL, AND PROBABLE CRIMINAL CONDUCT

5.1 RBP client Mark Bellon sustained a serious brain injury in a road accident in 2006, and whilst he was in a coma at Milpark Hospital, his wife Jody, pregnant with their fourth child, suddenly found herself confronted with a demand by Jeffrey Katz's staff that she immediately sign Discovery's unlawful undertaking document. Katz – a non-practising attorney - heads up Discovery's in-house RAF medical costs recovery department and is believed to personally benefit financially from the collection of such monies.

5.2 Discovery's unlawful undertaking document forces the member to agree to claim against the RAF, at the members own risk and cost, so that Discovery be reimbursed in full, without any deduction of the usual substantial legal and medico legal costs often running into hundreds of thousands of rands. **Annexure 6 - Undertaking in favour of Discovery which Mark Bellon was forced to sign - click here to read**

5.3 Whilst Mark was on a ventilator in intensive care fighting for his life, Jody was threatened that unless she signed Discovery's undertaking document, Discovery would with immediately terminate Mark's medical care and reclaim the cost of medical care already rendered to him.

5.4 As you will note, Discovery's undertaking document which is attached, specifically repeats the verbal threat to terminate medical care and reclaim the cost of care already rendered, which Discovery routinely makes to members who sustain injury in road accidents. **Annexure 6 -Undertaking in favour of Discovery which Mark Bellon was forced to sign/ - click here to read**

5.5 A year after Mark's accident, Katz's staff approached him directly, and by again threatening to terminate medical care and to reclaim the cost of care already rendered, forced him to sign Discovery's unlawful undertaking document. At the time, Mark, the father of four young children, then still suffering from the aftermath of brain injury, and facing an uncertain future was in no position to pay Discovery almost R900,000.00. He accordingly he had no choice but to give in to Discovery's blackmail.

5.6 Mark and Jody both had previously been employed by Discovery. Mark was a senior accountant and Jody was in customer relations. Neither of them had ever been informed that the only medical care they or their children were entitled to as of right, was that arising out of illness. They had also never received the detailed summary of the rules disclosing this, and which the law obliges Discovery to send to every member once they become admitted to the scheme.

5.7 As was the case in respect of every Discovery member client, interviewed by RBP as also by many other members of the South African Association of Personal Injury Lawyers (SAAPIL), the Bellons had never received such summary, or ever been informed that medical care arising out of road accidents, or indeed any cause other than illness, was excluded or made subject to oppressive and unexpected conditions in terms of Discovery's never disclosed Rule 15.6.1 and annexure C to the rules.

5.8 Because many of RBP's clients had, or were then facing the same threats and demands that Jeffrey Katz's staff had made against the Bellon's, Ronald wrote to Discovery's attorney on

17 November 2010. He requested them to ascertain from Discovery, the legal basis on which Discovery claimed it was entitled to force its members to sign its undertaking document, referred to above, that they would claim from the RAF at own risk and cost and would refund Discovery all medical costs in full.

5.9 Almost two months later, on the 31 January 2011, a partial reply was received from James Haydock of attorneys Edward Nathan, Johannesburg. He alleged because prospective members when applying to join Discovery signed an Application Form which contained the words "the applicant undertakes to acquaint him/herself with the rules and to abide thereby"; and because Discovery registers its Rules with the Medical Schemes Council, all Discovery members were automatically bound to the (never disclosed) rules.

5.10 Haydock's letter conveniently failed to disclose that Discovery had not, did not and probably never had complied with many compulsory provisions of the Medical Schemes Act. These provisions were obviously intended to ensure that medical aid members would be fully informed of all conditions and exclusions applicable to their medical care. Readers are referred to a summary of the relevant sections of the Act in paragraph 2 hereof. The Government/Parliament clearly regarded non-compliance with the Medical Schemes Act so seriously, that the Act punishes same with 5 years' imprisonment or a fine or both.

5.11 Ronald Bobroff, a Past President of the Law Society, and a Law Society Councillor for almost 20 years, had received reports from many other personal injury attorneys in 2010, that they and their clients were then facing similar harassment from Discovery's Jeffery Katz and his staff.

5.12 Ronald shared these reports with the members of the twenty four person Law Society Council. The Council adopted the view that Attorneys should prior to advising their clients to agree to medical aid demands, ensure that their clients were indeed legally obliged to sign undertakings in favour of medical aids to claim from the RAF at own risk and cost, and to reimburse the medical aid all medical costs recovered in full. The Council unanimously agreed to send an urgent fax to its 14 000 members, urging them to exercise caution and diligence when advising their clients in this regard.

5.13 Although the Law Society's fax made no mention of Discovery Medical Aid, Discovery, was the only medical aid of the approximately 100 registered medical aids in South Africa, which wrote to the Law Society attacking and threatening it. Katz demanded that the Law Society withdraw its fax or agree to him formulating a document, which the law society would then have to send to its members supporting Katz's and Discovery's demands. To its credit the Law Society refused to be intimidated.

5.14 The Law Society also received numerous letters from its members in response to its fast fax, confirming that they and their clients had also been subjected to threats and demands by Discovery. The Law Society Council decided to send out a further fax to its 14 000 members. This fax made specific reference to important and compulsory sections of the Medical Schemes Act, and urged attorneys to verify with their clients that these had been complied with by their Medical Scheme. Further that their clients had accordingly been informed by their medical aids of any exclusions and/or conditions applicable to road accident generated medical care.

6. **THE REAL REASONS WHY DISCOVERY SEEKS TO DESTROY RONALD BOBROFF AND RBP INC.**

THE FIRST REASON:

6.1 **THE POTENTIAL LOSS OF HUNDREDS OF MILLIONS OF RANDS ANNUAL INCOME, EXTRACTED BY DURESS/THREAT, FROM ROAD ACCIDENT VICTIM MEMBERS OF DISCOVERY**

Discovery's Jeffery Katz obviously realised that the cat was literally now well and truly out the bag, and that Discovery's non-compliance with the Medical Schemes Act and the way in which it unlawfully threatened and bullied its members who sustained injuries in road accidents, would become widely publicised. Also that this contravention of the law could result in substantial adverse financial consequences for Discovery, and possible criminal prosecution of its Directors, Mr Barry Schwartzberg, Dr Jonathon Broomberg, the other Directors in office from time to time, Principal Officer Milton Streak, and the Trustees from time to time of the Scheme.

6.2 Discovery Group CEO Mr. Adrian Gore must have been alarmed as to these consequences which could follow Ronald's inadvertent exposure of the **INCONVENIENT TRUTH** concerning Discovery's unlawful and criminal conduct, whilst ethically protecting the rights of RBP clients,

6.3 This alarm clearly turned to panic after the Law Society sent its cautioning faxes to its 14,000 members, who would soon themselves also expose Discovery's unlawful conduct. Gore, Swartzberg and Broomberg would also have been extremely concerned about the effect this could have on Discovery's current membership, and on prospective members, who might well decide not to join the Scheme, but rather obtain medical aid cover from other Medical Aids such as GEMS, which would not deprive them or their dependents of medical care in life threatening road accident situations.

6.3.1 G.E.M.S, the second largest medical aid scheme in South Africa, does not have these harsh terms and conditions in its rules. Dr E Watson, then CEO of G.E.M.S announced in 2012 that all such rules had been removed, given that members of GEMS were paying premiums in return for which they were entitled to expect road accident caused medical care, and that it was unfair that they be forced to have to claim from the RAF. **Annexure 5 - Press release from GEMS removing the rule to reimburse the scheme for past medical expenses - click here to read.**

6.4 It could reasonably be anticipated that attorneys having now been alerted by the Law Societies faxes, would properly advise their clients not to submit to Discovery's threats and bullying, and accordingly they and their clients would refuse to sign Discovery's Undertaking document.

6.5 As will be recalled, Discovery in its undertaking document threatens to immediately terminate medical care to members, (often fighting for their lives in intensive care), and to claim repayment of the cost of care already rendered from the member, unless the member or dependant signs the undertaking that the member would claim against the RAF at their own risk and cost, for Discovery's benefit, and refund any medical expenses recovered to Discovery in full, out of the member's personal injury claim.

6.6 Given that Discovery currently duresses approximately R120 million per annum out of the pockets of members who sustain injury in road accidents, Ronald Bobroff's inadvertent exposure of Discovery's' illegal and extensive non-compliance with the Medical Schemes Act, was obviously seen as a threat to its cash flow by Discovery Medical Aid, directors, Schwartzberg, and Broomberg .They clearly realised that the river of easy money being squeezed out of road accident victims, was likely to become a mere trickle, once attorneys realised that their clients were victims of Discovery's deliberate policy of illegal concealment of its oppressive rules and exclusions. No doubt Adrian Gore would have been equally concerned.

6.7 This all became immediately apparent when Katz, on behalf of Discovery, wrote a threatening letter to the Law Society, and let slip, that since the Law Society had sent its advisories to its members, urging them to give their clients proper advice, and to ensure that medical schemes making demands of clients injured in road accidents, had complied with the Medical Schemes Act, **DISCOVERY'S RAKE OFF FROM MEMBER'S INJURED IN ROAD ACCIDENTS HAD DROPPED TO 25% OF WHAT IT HAD PREVIOUSLY BEEN.** **Annexure 7 -Threatening letter by Jeffrey Katz to Law Society and disclosing major financial losses by Discovery - click here to read.**

6.8 Given the tens of millions of rands involved, it is hardly surprising that Discovery would be desperate to regain the easy income from members it had for decades extracted under duress, by concealment of its harsh rules and exclusions, and by immoral threats to terminate medical care to members in life and death circumstances. This alone would clearly have been sufficient motive for the initiation of the attack on Ronald Bobroff designed to discredit him and intimidate him into silence. It would then be unlikely that other Plaintiff attorneys witnessing the extent of the attack on Ronald, would be particularly keen to defend their client's interests against Discovery. In paragraph 10, you will read about Katz's interaction with attorneys Houghton Harper when they similarly endeavour to stand up for their clients' rights against Discovery.

7. SECOND REASON FOR DISCOVERY'S VENDETTA AGAINST RONALD BOBROFF & RBP INC.

7.1 THE PROSPECT OF MASS RESIGNATION OF DISCOVERY MEMBERS, ONCE THEY BECAME AWARE THAT THE ONLY MEDICAL CARE TO WHICH THEY WERE ENTITLED AS OF RIGHT, WAS THAT ARISING OUT OF ILLNESS; AND THAT ANY MEDICAL CARE DUE TO THE ACT OF ANOTHER WAS EXCLUDED OR SUBJECT TO HARSH TERMS AND CONDITIONS

Discovery's Directors must have clearly perceived a great risk of mass resignation of members if the exposure of Discovery's unlawful conduct became widely published. Specifically its failure to disclose in terms of the law its exclusions and conditions depriving members of medical care required as a result of the act of another e.g. road accidents, dog bites, assaults, medical negligence, slip and fall, aircraft accidents, defective products and so on; and the way in which it was bullying members, as described in Affidavit's and statements by Discovery members Mark Bellon, Dean Almeida, Ms Vawda, and Ms Sibisi. **Annexure 8 Affidavits by Discovery members Mark Bellon Dean Almeida Ms. Vawda and Ms. Sibisi -click here to read**

7.2 The entire Discovery Group, (a Public Company), has always been ,and is currently substantially funded by its captive Medical Aid Scheme (the only scheme amongst South Africa's one hundred plus Medical Schemes which serves as a milk cow to a public company and its shareholders). In 2013 the Discovery Group extracted R4.06 billion and comprising some 46% of the Discovery Group's total operating income, from its captive medical aid.

7.3 Significant numbers of Scheme member resignations, would potentially dramatically reduce the cash flow from the Medical Scheme to the Discovery Group.

7.4 This in turn could impact on the value of Discovery shares, and that in turn impact on the value of its directors' shareholdings, in particular Gore and Swartzberg, whose Discovery shareholdings are currently valued in excess of R5 billion and R2.2 billion respectively, and on the enormous salaries paid to Discovery directors in excess of R10 million per annum.

7.5 Discovery's obvious plan was to attempt to intimidate, discredit and eventually destroy Ronald Bobroff and his Practice at all costs, so as to silence him and thereby limit and/or remove the very real threat to the financial interests of Gore, Swartzberg, Broomberg and other Directors. To date Discovery has clearly spent millions of Rands of shareholder funds to engage three Edward Nathan Directors, three junior Advocates, three senior Advocates and an assortment of Professional Assistants and Media Consultants in the execution of its attack.

8. **DISCOVERY'S VENDETTA – THE EVIL PLAN**

8.1 The way in which Discovery's Jeffrey Katz and his proxies, attorneys Berger and Millar, have conducted this vendetta against Ronald Bobroff and RBP Inc during the past three and a half years, is described in some detail in the documents which will now be referred to, and which are attached as annexures hereto.

8.2 Reference will also be made to various paragraphs in affidavits filed by the Law Society, when it opposed an application launched against it, Ronald Bobroff, Darren Bobroff and RBP INC, by Discovery in the name of former RBP client Mr Graham and his wife. The Law Society affidavits describe how Discovery's Attorney, George Van Niekerk of Edward Nathan, Cape Town, sought to harass and manipulate the Law Society to serve Discovery's agenda against Ronald Bobroff and RBP Inc.

8.3 Within days of Ronald Bobroff's letter 17 November 2010 to one of Discovery's debt collecting attorneys, enquiring as to the basis on which Discovery alleged it was entitled to force members to claim from the Road Accident Fund, at their own risk and cost, and to reimburse Discovery in full, - Discovery's Jeffrey Katz set about unlawfully obtaining information from the Road Accident Fund with regard to road accident claims settled with RBP during the previous three years, as a prelude to the vendetta about to be launched against Ronald and Darren and RBP Inc.

8.4 Katz, after identifying which of those RBP clients were Discovery members; sent them letters demanding repayment of road accident generated medical costs. The carrot and stick letters threatened to sue the member / the client for reimbursement of medical costs. Katz's letter then went on to offer a carrot, that in return for the clients agreeing to "co-operate" with Katz by meeting with Discovery's attorneys (van Niekerk), they would be released from any obligation to repay Discovery. As you will read in the affidavits/statements by the Bellons, Dean Almeida, Ms Vawda and Ms Sibisi attached hereto, this "co-operation" in reality meant

becoming pawns, to be used by Katz in the furtherance of his /Discoveries vendetta against Ronald Bobroff has been the case with former RBP client Mr Graham and his wife.

8.5 The Law Society, an objective and impartial body, itself recognized that Mr Graham and his wife – the only client that Katz managed to persuade to "complain" against RBP – were merely pawns used by Discovery in the furtherance of its vendetta against Ronald and Darren Bobroff and RBP Inc. It stated on oath that:

8.5.1 "Van Niekerk, (Discovery's Attorney), is acting in interests other than those of the Applicants (the Grahams)" i.e. Discovery, which Van Niekerk admits instructs him and pays his bills"; Affidavit – 4/04/13 – paragraph 5.18.

8.5.2 "despite the obvious involvement of Discovery, Van Niekerk attempts to explain that the applicants … bring the application in the interests of the public. I do not accept this contention, especially in view of the fact that the applicant's legal costs in the application are paid by Discovery. It is furthermore apparent that this application is the result of a personal and highly acrimonious dispute between Discovery, assisted by Van Niekerk and the third respondent (Ronald)." Affidavit – 04 April 2013 – paragraph 10.5.

8.6 Desperate to recruit RBP clients to serve as pawns, Jeff Katz resorted to alleged attempted bribery. See affidavits of complaint against Katz – a non-practising attorney - lodged with the Law Society by Mark Bellon and Dean Almeida, in which they state on oath how Katz allegedly attempted to bribe them into assisting him, in the furtherance of Discovery's vendetta against Ronald Bobroff **Annexure 9 - Statements of complaint against Katz by Mark Bellon and Dean Almeida - click here to read**

8.7 Other RBP clients were also threatened and manipulated by Discovery's Jeffrey Katz as will be noted from the statements by Mrs Vawda and Puleng Sibisi. **Annexure 8 - Affidavits by Discovery members Mark Bellon ,Dean Almeida ,Ms. Vawda and Ms. Sibisi - click here to read.**

8.8 Of the scores of RBP clients to whom Katz had sent his carrot and stick letters, it was only Mr Graham (the client), together with his wife who succumbed to Katz's ploy. They have admitted in affidavits filed with the Law Society, that many months after Mr Graham had been paid his agreed settlement amount (and one must assume with satisfied therewith), it was only after receiving Katz's letter in December 2010, demanding reimbursement of R327,000.00 in medical costs and threatening to sue them failing payment thereof, did they agree to meet with, and did meet with Katz and Discovery's attorney, Mr George Van Niekerk of ENS Cape Town.

They have since then, and as specifically recognized by the Law Society, been used by Discovery as pawns in the furtherance of its vendetta against Ronald Bobroff and RBP. Refer to paragraphs 13.5, 13.6 and 13.9 and the attachments referred to therein.

8.9 Mr and Mrs Graham had been ecstatic at the outcome of the High Court claim, which RBP had at its own risk and cost litigated in the High Court for almost four years, involving the engagement of numerous medical and other experts, as also a Senior Advocate.

8.10 It is emphasized that it was almost a year after Mr Graham had been paid and accounted to, and only after they had received the threatening carrot and stick letter from Discovery,

thereafter met with Van Niekerk, and been informed by Katz that in return for their "co-operation" Discovery would effectively waive any repayment claim, or let them pay it on the never, did they suddenly became "dissatisfied" with RBP's fee.

8.11 Mrs Graham is a street wise qualified bookkeeper, who holds a degree in psychology and who administered Mr Graham's large plumbing business, employing 17 plumbers. She raised no objection to RBP's agreed fee or statement of account when she personally collected this from RBP offices, nor for some 6 months thereafter. It was only after she and her husband agreed to "co-operate" with Katz in return for being let off payment of the demanded R327 000.00 to Discovery that the "dissatisfaction" arise.

8.12 Discovery have brazenly manipulated and used Mr and Mrs Graham as puppets in its on-going attack and vendetta against Ronald and Darren Bobroff and RBP Inc. The Law Society itself recognized this in affidavits filed by it in Court and as is referred to in paragraphs 13.1 – 13.9 of this document.

8.13 Neither Mr or Mrs Graham attended the January 2014 hearing of the three day court application brought by Discovery against RBP and the Law Society in their names, and did not file any substantive affidavits in support thereof. Only after RBP's attorney demanded proof that the Grahams were aware of the action taken by Discovery in their names, were one page confirming affidavits filed months later. This confirms that far from being an aggrieved client who together with his wife is passionately seeking relief and "protection" for other RBP clients, they are simply pawns trapped by Discovery's threat to sue them for the R327 000.00 it claims they owe it.

8.14 Any possible doubt as to Katz/Discovery's intentions were dispelled when Katz specifically stated to RPB Directors, Ronald and Darren Bobroff, and Stephen Bezuidenhout , at the hearing of the appeal on the 30th June 2014 "don't bother with appeals, we are going to destroy all three of you". He repeated this threat some months later. **Annexure 9 - Statements of complaint against Katz by Mark Bellon and Dean Almeida - click here to read.**

9. DISCOVERY'S THREATS TO DESTROY ANY OTHER ATTORNEY WHO STANDS UP FOR THEIR CLIENT'S RIGHTS

9.1 A clear indication of what Katz/Discovery would do to any other attorney who stood up for their clients against Discovery's demands and bullying, is evident from a letter sent by Katz to the senior director of Johannesburg personal injury Attorneys, Houghton Harper.

9.2 After one of that firm's attorneys had sent a letter to Discovery objecting to Discovery's bullying and threats to immediately terminate medical care to their seriously injured client, and to unlawfully reclaim the costs of medical care already rendered, Katz telephoned the Law firm and demanded to speak to Attorney Harper. As she was not in, Katz spoke with her assistant. He effectively threatened that should the firm not back down from defending its client against Katz/Discovery's unlawful demands, threats and bullying, "she (Harper) would be dragged into the issue with a "big firm" (an obvious reference to RBP Inc) and reported to the Law Society" *See letters by attorneys Houghton Harper to Discovery and

Katz. **Annexure 10 - Letters by Houghton Harper to Discovery regarding Katzs threats - click here to read.**

10. **THE REAL REASON FOR THE DISCOVERY FUNDED APPLICATION TO THE PRETORIA HIGH COURT, IN THE NAME OF FORMER RBP CLIENT MR GRAHAM AND HIS WIFE, AGAINST RONALD AND DARREN BOBROFF /RBP INC. AND THE LAW SOCIETY.**

10.1 Discovery's attorney George Van Niekerk of Edward Nathan Cape Town:

10.1.1 Had largely failed in his efforts to manipulate the Law Society;

10.1.2 Had essentially failed, despite the strenuous efforts of Discovery's huge legal team comprising three Edward Nathan Directors, a professional assistant and a senior and junior Advocate, to achieve their objective. This was that neither Mr and Mrs Graham should have to give oral evidence, and face cross-examination by RBP and its Advocate at a Law Society hearing, and which RBP were pressing the Law Society to arrange as soon as possible, so that the falsehoods alleged by van Niekerk and the Grahams be exposed.

10.2 Van Niekerk accordingly moved on to plan B which was an attempt to by- pass the Law Society as the Government appointed regulatory authority over Attorneys.

10.3 He attempted to do this by launching an application to court seeking to have the court take over the Law Society's functions, and to decide the Graham "complaint" against RBP on the basis of affidavits in the name of former RBP client Mr Graham and his wife, carefully prepared by Discoveries legal team and designed to achieve this, without the Graham story being tested in actual oral evidence and cross-examination by RBP's Advocate. Significantly, the Application was based entirely on affidavits made by Discovery's Attorney Van Niekerk, with the Grahams playing no role whatsoever!

11. **WHAT NOW FOLLOWS IS A DESCRIPTION BY THE LAW SOCIETY, OF ATTEMPTS BY DISCOVERY AND ITS ATTORNEY GEORGE VAN NIEKERK OF EDWARD NATHAN CAPE TOWN TO:**

- MANIPULATE THE LAW SOCIETY TO SERVE AS DISCOVERY'S PAWN;
- FRUSTRATE THE NORMAL LAW SOCIETY PROCEDURES, WHICH WOULD REQUIRE THE "COMPLAINING" RBP EX-CLIENT, MR GRAHAM AND HIS WIFE, TO GIVE ORAL EVIDENCE AT LAW SOCIETY HEARINGS, and FACE CROSS-EXAMINATION REGARDING THE FALSE ALLEGATIONS MADE IN THEIR AFFIDAVITS;
- BY-PASS THE LAW SOCIETY, BY LAUNCHING A BIZARRE DISCOVERY FUNDED APPLICATION BY VAN NIEKERK, DISCOVERY'S ATTORNEY, IN THE NAMES OF MR AND MRS GRAHAM, AGAINST RONALD AND DARREN BOBROFF, RBP INC AND THE LAW SOCIETY, BECAUSE THE LAW SOCIETY HAD RESISTED ATTORNEY VAN NIEKERK'S MANIPULATION ATTEMPTS

FURTHER HOW VAN NIEKERK:

11.1 Subjected the Law Society to a barrage of threatening correspondence seeking to force it to abandon its normal procedures and to thereby subject Ronald Bobroff and RBP Inc to unfair treatment;

11.2 Constantly threatened the Law Society that he would make applications to Court should the Law Society not give in to his demands;

11.3 Sought to influence the minds of members of a Committee appointed to consider the "Graham complaint", which complaint was conceived, prepared and lodged by Van Niekerk, in the name of RBP former client, Mr Graham and his wife; by demanding that such Committee be given such affidavits, **BEFORE** the Committee had heard the evidence of the Grahams, or heard the Grahams' response under cross-examination;

11.4 Remained silent whilst advocates instructed by him and paid by Discovery, misled a law society appointed investigating committee into making incorrect findings and recommendations, based on assumptions which he knew to be false i.e. that RBP had been paid a separate amount of R327,000.00 in respect of medical costs by the RAF in the Graham matter, when this had never been the case.

12. **LAW SOCIETY'S RESPONSE TO THE APPLICATION LAUNCHED BY VAN NIEKERK AND ADVOCATES, PAID AND INSTRUCTED BY DISCOVERY, IN THE NAME OF FORMER RBP CLIENT MR GRAHAM AND HIS WIFE, AGAINST RONALD AND DARREN BOBROFF, RBP INC AND THE LAW SOCIETY.**

12.1 The full affidavits filed by the Law Society.

12.2 Some relevant extracts from the Affidavits - which may also be viewed on Ronald Bobroff's websites **www.bobroffronald.com** and **www.Bobroff.info** under the heading **"A SHOCKING DISCOVERY FOR DISCOVERY MEMBERS"**, and in which the Law Society states that the application, and by implication, the Graham "complaint" is a front for Discovery's vendetta against Ronald Bobroff and RBP Inc follow hereunder:

12.3 The Law Society describes the application as "clearly vexatious (and)…. that they (the Grahams) are probably not acting in good faith"; Affidavit dated 21/11/13 paragraph 14 page 43;

12.4 The Law Society stated "that the Applicants (the Grahams) and/or Van Niekerk interfered in the Law Society's investigation from the outset … and attempted to dictate to the Law Society." Reference was also made by the Law Society to "Van Niekerk's appalling conduct in this matter"; Affidavit dated 21/11/12 paragraph 7.8 and 17 – pages 12 and 44;

12.5 The Law Society stated that the "the relief (orders), provided for in the Notice of Motion (i.e. the Court Application), is essentially not sought by the Grahams, but by Van Niekerk and/or Discovery, on whose behalf Van Niekerk acts. It is abundantly clear that the Applicants (the Grahams) play a secondary role in these proceedings)"; Affidavit – 4/04/13 – paragraph 5.16 – page 10;

12.6 The Law Society recognised "that Van Niekerk …. is acting in interests other than those of the Applicants (the Grahams)" i.e. Discovery, which Van Niekerk admits instructs him and pays his bills; Affidavit – 4/04/13 – paragraph 5.18 – page 10;

12.7 The Law Society stated that "the Applicants (the Grahams) owe the Court an explanation as to untruths having been submitted to the Court under oath. The Applicant's and/or Van Niekerk, should in my view, be called upon to show cause why their conduct should not be considered to be perjury and an attempt to mislead the Court"; Affidavit – 21/11/12 – paragraph 69.2 – page 73;

12.8 The Law Society clearly realised that "it is evident from the Applicants (the Grahams/Van Niekerk's) version that what they are really aggrieved about is the fact that they failed in their vigorous attempts to dictate to the Law Society and to interfere in the Law Society's investigation and disciplinary processes"; Affidavit – 21/11/12 – paragraph 17 – page 44;

12.9 The Law Society was not misled into believing that the Grahams were genuine clients of Van Niekerk in the normal way. I.e. instructed and paid by the client. The Law Society clearly recognized that the malicious application was not for the benefit of the Grahams or indeed anyone other than Discovery, when the Law Society stated:

"despite the obvious involvement of Discovery, Van Niekerk attempts to explain that the applicants (the Grahams)….. bring the application in the interests of the public. I do not accept this contention, especially in view of the fact that the applicant's legal costs in the application are paid by Discovery. It is furthermore apparent that this application is the result of a personal and highly acrimonious dispute between Discovery, assisted by Van Niekerk and the third respondent (Ronald Bobroff)." Affidavit – 04 April 2013 – paragraph 10.5 – page 18.

13a. REJECTION BY THE LAW SOCIETY AND MOTHLE J OF VAN NIEKERKS ALLEGATION THAT THE LAW SOCIETY HAD "ALLOWED THE BOBROFFS TO PLAY POSSUM"

The Law Society rejected van Niekerk's accusation, and on page 92, paragraph 102 (Ad paragraph 78.14) of President Mabunda's affidavit dated 21 November 2012, he stated that we had in fact submitted a **"substantive response"** to the so-called Graham complaint.

Mothle J who heard this application likewise rejected Van Niekerk's allegation when he stated at page 40, paragraph 70 of his judgment that **"The allegation that the Law Society allows the Bobroff's to play possum has no merit. There is no provision in the Act which empowers or obligates the Law Society to prescribe to an attorney facing a Disciplinary enquiry as to how he/she must please his/her case. As with the other complaints, this attack is premature. The Bobroff's have pleaded not guilty to the charges in the Enquiry and they have indicated their preparedness to state their case should the proceedings be conducted in this Court, such enquiry could not proceed mainly because the Grahams (Van Niekerk) themselves twice requested that the Disciplinary enquiry be postponed"**, and I attach the relevant page of the judgment referred to as Annexure 25.

13. THE LAW SOCIETY DID NOT AND DOES NOT SEEK TO INSPECT RBP'S BOOKS. THE REASONS WHY RBP IS RESISTING EFFORTS BY DISCOVERY

AND ITS PROXIES TO RANSACK RBP'S BOOKS FOR MALICIOUS ULTERIOR MOTIVES

13.1 The Law Society has never sought in the course of the so-called Graham complaint to inspect RBP's books, and indeed on the contrary, made this clear in its answering and replying affidavits in the application conceived, funded and launched by Discovery against RBP and the Law Society and as is referred in paragraph 12 above.

13.2 It is a fact that the Law Society was placed in possession of RBP's entire Graham file comprising some seven lever arch files, including all vouchers from service providers and RBP's accounting to client. The Law Society has also received RBP's ledger in the Graham matter reflecting all transactions which took place therein together with RBP's elucidation of the ledger entries.

13.3 The Law Society stated at page 64, paragraphs 54.3 and 54.4 of its answering affidavit in the application referred to above that:

"54.3 The evidence will show that the applicants (Grahams/Discovery) expected the Council to resolve on an urgent basis to conduct an inspection of the second, third and fourth respondents' bookkeeping without applying its mind, without properly considering Faris's report and without the availability of the second, third and fourth respondents' comments on Faris's report".

"54.4 Should the Council resolve that an inspection should be conducted by an auditor or forensic investigator, the report on the inspection will be considered to be privileged. The auditor or forensic investigator who will conduct such inspection will act as the Law Society's expert and he will testify during the disciplinary proceedings."

13.4 Further the legal official appointed to deal with the "Graham complaint", in response to a specific question from the Chairperson of the Disciplinary Committee, at the commencement of the hearing on the 13 June 2013, as to whether the enquiry could proceed without an inspection of RBP's books, responded "that is correct Mr Chairman." i.e. the Law Society did not require an inspection. Significantly and despite RBP and the Law Society being desirous of having the so called Graham complaint finally heard, Discovery's Attorney – George Van Niekerk of ENS Cape Town – purportedly representing the Grahams again engineered a postponement of the disciplinary hearing, as he had done in respect of the hearing scheduled by advance agreement with him for the 28th of November 2012.

13.5 The reason why RBP has, and continues to resist Discovery's efforts to obtaining unfettered access to RBP's books are the following:

13.5.1 When the Law Society requires an inspection of an attorney's books of account, absent complaints of widespread misappropriation of trust funds, and which is of course not the case here where no allegation whatsoever of this nature has ever been made, the inspection by a Law Society appointed auditor is usually limited to the entries and ledger relating to the matter complained of.

13.5.2 The report by an auditor appointed by the Law Society to inspect the member's books, is then made available to the attorney for comment, and the comment and the report is then

dealt with confidentially by the Law Society in the normal course of its procedures and as is referred to in 13.3 above.

13.6 In the Graham "complaint" what Discovery is seeking is a publication of private and confidential information concerning RBP's clients' affairs and also the Practice's and its directors' personal financial affairs, by its obliging media pawn – Beamish - who has been diligently serving its cause since January this year. The inspection it desires of **ALL** RBP's business and trust accounts, is not limited to the so-called Graham complaint and it further and for obvious reasons is pressing for any auditor's report, not to only be given to the Law Society to be dealt with in the normal confidential process; but that this be given directly to DISCOVERY, whose malevolent intent, as a continuation of its ongoing vendetta in this regard has been made clear as is referred to hereinafter.

13.7 It is a matter of record that Discovery's Panel Attorneys have similarly to many thousands of LSNP members, also utilized common-law contingency fee agreements for more than a decade, with the blessing of the Law Society. Discovery in May of this year, wrote to RBP clients, whom it had identified as being its members, from lists stolen from RBP by former RBP bookkeeper, Bernadine Van Wyk, a multiple convicted fraudster, and who had been recruited by Discovery, to serve as its agent in RBP's offices. Discovery's letter sought to incite RBP clients to challenge RBP's Law Society compliant contingency fee agreements. Discovery offered the services of its Legal Department, and unsurprisingly those of its proxy, Mr Anthony Millar. Messrs Berger and Millar are still to answer to numerous affidavits filed with the Law Society by their former clients deposing as to their extensive touting operation at Natalspruit Hospital. **Discovery's letter to RBP clients is attached as Annexure 23 A - click here to read**

13.8 Further, Discovery Medical Aid MD Dr Jonathan Broomberg, was reported in the media as stating:

"Discovery Health will endeavour to identify and contact all Discovery Health members who may be affected by this ruling (i.e. that common law agreements were declared invalid). We would also encourage all brokers to contact any of their clients who may have claimed from the RAF following a motor vehicle accident and who may potentially be affected by the Constitutional Court rulings."

13.9 RBP Directors and staff have made enquiry from numerous Plaintiff personal injury Attorneys as to whether any of their clients, who are members of Discovery Health, received the same or similar letters to that sent to RBP clients and none reported having received such letters. It is therefore clear that this is simply yet another aspect of Discovery's vendetta against RBP Inc.

13.10 We submit that no attorney's firm, should, could or would accept an obvious and malicious attempt by commercial enemies to gain access, via an unjustified audit inspection of its records, for purposes wholly unconnected with any legitimate complaint and not required by the Law Society, but aimed solely at the destruction of the Law Firm concerned!

13.11 Readers are invited to peruse on Ronald Bobroff's website for the application for leave to appeal to the Constitutional Court, in which this issue is addressed in detail.

14. MALICIOUS AND HYPOCRITICAL ATTACKS ON RBP INC'S NO-WIN NO-FEE, LAW SOCIETY COMPLIANT COMMON LAW CONTINGENCY FEE AGREEMENTS –THE DE LA GUERRE AND BITTER/DE PONTES CASES

14.1 For over one hundred years, attorneys in the United States, HAVE represented clients in damages claims on a no win – no fee contingency basis. The attorney receives a percentage of the damages recovered, on a successful outcome, as a fee. The percentage ranges from a third to 60%.

14.2 Attorneys in South Africa, who specialize in personal injury work, have always understood, that with rare exceptions victims of personal injury or medical negligence are wholly unable to fund litigation, and without a successful outcome, the attorney covers the risk of all expenses and receives no fee for his/her work.

14.3 The case law at the time the Law Society ruled in 2002 that its members be permitted to enter into common law contingency fee agreements was that as stated by Judge Cameron, in the case of Headleigh Private Hospital v Soller and Manning attorneys, 2001 (4) SA 360.

14.4 Judge Cameron, at page 371 of his judgement, when considering the validity or otherwise of the 25% common law contingency fee agreement entered into between attorney Soller and his client in that matter, made reference to the judgment by Stegman, J in the Good Gold Jewellery case 1992 (4) SA 474 where Stegman, J noted "in practice the position is that when a litigant is not in a financial position to fund his litigation completely, such an agreement may be upheld as valid." Judge Cameron then went on to rule that " this is precisely Soller's claim ", " in the absence of further grounds for suggesting the agreement was invalid, I am not disposed to conclude that it was".

14.5 Significantly this judgment, upholding the validity of a common Law percentage contingency fee agreement, was handed down a year after the promulgation of the Contingency Fees Act 1987 and to which Judge Cameron made specific reference. The Contingency Fees Act does not contain any provision prohibiting common law contingency no win – no fee agreements outside the Act.

14.5.1 It is of course a matter of record that the Law Societies of the Northern Provinces and the Law Society of the Free State, together governing some 70% of practicing attorneys accepted the validity of such judgment, and the opinions of eminent Senior Advocate E Labuschagne SC., in making their rulings in 2002, permitting their members to enter into such contracts with their clients.

14.5.2 The Law Society, after considering opinions obtained by it from Marcus SC and Trengrove SC, resolved to rather accept the opinions furnished it by Labuschagne SC. Regard was also had by the Law Society Council, to the finding by the Supreme Court of Appeal in the Price Waterhouse case, which held that maintenance and champerty were no longer prohibited in our law, and that laypersons were free to fund litigation in return for a percentage of the proceeds of such litigation. In that case 45% of the damages to be recovered from Price Waterhouse.

14.6 As recently as late 2010, in a paper delivered by highly respected Supreme Court of Appeal Judge Malcolm Wallis he had the following to say in support of common law percentage fee agreements:

"Contingency fee agreements have been relatively successful in South Africa in making personal injury litigation available to even the very poor in our community. Whilst we have a statute that regulates this topic it is badly drafted and generally ignored by the attorneys who act on a contingency. In practical terms these attorneys conduct litigation on a 'no win, no fee' basis whereas at the successful conclusion of a case, they will tax a conventional bill of costs (which covers a fair proportion, but not all, of their disbursements) and charge over and above that a proportion, usually 25% though sometimes less with small claims, of the damages recovered. The latter fee is not recoverable from the other side. Whilst there are occasional complaints of over-reaching in these arrangements, by and large they appear to work well and people are willing to sacrifice part of their damages in return for making some recovery"

"…Lastly if something can be done to break the near universal reliance on charging by time, particularly by attorneys, but increasingly by counsel, that would be a good thing. Our courts have bemoaned it as a basis for charging fees, describing it as putting a premium on slowness and inefficiency". **Annexure - 11 Extract of paper by Judge Malcolm Wallis - click here to read.**

14.7 The First judgment specifically stating that a common law contingency fee agreement was invalid, was that by acting judge Morrison in the Thulo matter late 2011, and only reported in the Law Reports in 2012. It is therefore unfair, to criticize or penalize any attorney who followed the Law as stated by Judge Cameron and who also complied with the Law Society's rulings permitting and supporting the use of common law contingency fee agreements, from 2002 until the Thulo judgment was reported in 2012.

14.8 Even Mr Faris, an accountant instructed and paid by Discovery to assist it in its attack on Ronald and RBP, pertinently notes in paragraph 6.7 of his report when making reference to third party claims that, "it is common practice for this type of service, for the attorney to work on a contingency basis. Such a contingency basis means that a percentage of the capital (damages) will accrue to the attorney as a fee if the claim is successful. If not, no fee will be charged. It is not clear to me if the attorney is permitted to retain the party and party fee in addition to a fixed percentage fee agreed upon".

14.9 As stated above, in 2002, the Law Society of the Northern Provinces, (regulating 60% of South Africa's Attorneys), in response to public demand, made a ruling that its members be permitted to enter into common-law contingency (no win-no fee) agreements with clients, in terms of which the Attorney's fee would normally be 25% plus VAT, of the damages recovered. A Law Society survey of its members indicated that 94.94% of them utilized common-law contingency fee agreements.

14.10 The Law Society in its rulings, issued in 2002 and 2003 respectively, and in its letters dated 1 August 2011 and 12 October 2011, to the Deputy Judge President of the Pretoria High Court, and which included a proposed model percentage contingency fee agreement almost identical to that used by RBP; made clear its strong and reasoned support for Common-law Contingency Fee Agreements. It also made it clear in Affidavits filed in Court that such agreements were utilised by its thousands of members from 2002 onwards in accordance with the law as it understood same. The Law Society's rulings in 2002 are attached. **Annexure -12 Law Societys ruling on the validity of common law contingency fee agreements -click here to read.**

14.11 It will also be noted from the letter 12 October 2011 sent by the Law Society to the then Deputy Judge President of the Pretoria High Court, the Law Society did not lay down any maximum or minimum percentage. It stated that where the attorneys fee exceeded 25% "it will have to be justified, having regard to the various aspects which will have to be considered."

14.12 Significantly there were widespread differences of opinion as to the true meaning of the Contingency Fees Act. Such differences ranged from whether the Act, which contained no express prohibition of attorneys entering into contingency agreements, with clients outside of the Act, could be read as impliedly doing so; to varied interpretations as to how the success fee was to be calculated. Eminent Natal silk, Muller, opined that the attorney was at all times entitled to charge for work done at an agreed bill out rate per hour and that that part of the fee was not capped at all. He went on to further express the view that the attorney was then entitled to a success fee of double the time fee and that it was only the doubled up time fee over and above the so-called normal time fee that was capped at 25% of the damages recovered. In practice an attorney could therefore receive three times his/her normal time fee.

14.13 Further various judges in considering the Act have delivered judgments interpreting the Contingency Fees act widely divergent from each other. Judge Morrision held in the Thulo Judgment that in addition to the fees provided for in the Act, the attorney could also retain for his/her benefit the party and party costs recovered on the client's behalf. Deputy Judge President Mojapelo held to the contrary in the Mofokeng case. There have also been other judgments holding divergent interpretations of the Act. It is therefore submitted with respect that no attorney should be criticized for entering into common law contingency fees agreements prior to the definitive ruling by the Constitutional Court in the SAAPIL matter.

15. THE DE LA GUERRE AND DE PONTES MATTERS

15.1 Ironically, Discovery Medical Aid's so-called panel of Attorneys, utilised virtually the same agreements as RBP did, and copies of these agreements are available on request. Some attorneys, who advertise extensively, e.g. De Broglio, published and distributed his agreement stipulating for a 33.3% fee and encouraged other attorneys to utilise his agreement and do likewise. View copies of the agreements used by some Personal Injury attorneys. – De Broglio, Josephs, Hirschowitz Flionis – which are virtually identical to RBP's contingency fee agreements. **Annexure 13 - Common law fee agreement - Click here to read**

15.2 RBP represented a Ms De La Guerre in a road accident claim in which she sustained moderate injuries, such as to only require medical expenses amounting to R397.00. After more than three years of High Court litigation at RBP's risk and cost, involving numerous medical and other experts, and the engagement of a highly experienced Advocate to conduct her three day trial, a breath-taking award of R2, 538,811.02 was achieved. The advocate briefed on trial had furnished an opinion prior to the trial, expressing his view that Ms De La Guerre would be lucky to be awarded between R200 000.00 – R250 000.00!.

15.3 RBP'S Law Society compliant no win – no fee agreement, provided for a fee of 30% of damages recovered, given the particular circumstances and challenges of the claim. Ms De La Guerre was fully accounted to and paid in respect of all moneys recovered on her behalf. Her excitement when informed of the outcome was such that she had to be given homeopathic

rescue drops to calm her hysteria, and stop her continually and hypnotically shouting, "I'll never have to work again".

15.4 She was fully paid and accounted to. It is understood that months later she was contacted and successfully manipulated by one of Katz's staff and/or Millar into agreeing to challenge RBP's Law Society compliant Contingency Fee Agreement. Significantly, Discovery's Katz was present in Court throughout the proceedings and a photograph of him standing next to Ms. De La Guerre outside the Court is attached **Annexure - 17- Photos of Discoverys Katz with De La Guerre and Berger and Millar click here to view**

15.5 Hypocritically Millar (Katz's proxy), whilst attacking contingency fee agreements outside the provisions of the Contingency Fees Act, himself entered into precisely such an agreement with Ms De La Guerre. Even worse is the fact that his common-law agreement unlike RBP's Law Society compliant one, provides no limit on the fee charged i.e. it is not capped at 25% of the damages recovered, but expressly states that no cap will apply in relation to the amount recovered.**Annexure 13-Common law fee agreement - click here to read**

15.6 SAAPIL'S attorney when perusing the files in respect of clients whom Millar had touted from Natalspruit Hospital, and which files Millar only produced after an application was made to the High Court to compel him to do so; that Millar routinely contracted on the same basis with such clients, and that his fees invariably substantially exceeded 25% of the damages recovered.

15.7 The Law Society of the Northern Provinces in its continuing support of common-law contingency fee agreements, filed Affidavits in this regard, both in the Goldschmidt case where Millar had attacked Attorney Goldschmidt's fee agreement, and also in the De La Guerre case. Copies of the Law Society's Affidavit may be viewed Under the heading "Law Society Contingency Fee Affidavit".

15.8.1 It is a matter of record that many thousands of Attorneys, in good faith and in compliance with the Law Society's rulings, entered into hundreds of thousands of Law Society compliant contingency fee agreements with their clients during the past 11 years, and that the Law Society received few, if any, complaints from clients regarding such agreements.

15.8.2 The enthusiasm of the Law Society Council for the utilization by its members of common-law contingency fee agreements, is evident by the announcement of such ruling, by Mr C P Fourie, (twice President of the Law Society, long standing Chairman of the Law Society's Court Practice Committee, Chairman of the Attorneys Fidelity Fund, and oft acting Judge); when he ended off his announcement of the ruling in the Law Society's "Society News" publication by stating "a step forward? For sure!"

15.9 With the confirmation by the Constitutional Court in February 2014 that common law contingency agreements are invalid, RBP, has abided the judgment.

15.10 When considering the De La Guerre/SAAPIL appeals, the Constitutional Court, appropriately made no negative observations concerning Attorneys in general, or RBP Inc in particular, who had contracted with their clients in accordance with the rulings made by the Law Society, to charge clients a straight common-law percentage contingency fee.

15.11 The Constitutional Court observed that "Certain Law Societies made rulings allowing their members to charge in excess of the percentages set in the Act. Uncertainty reigned in the attorneys' profession about the correct legal position in relation to Contingency fees. Could these fees be charged only under the Act, or also outside the provisions?" The Court went on to note that "Bobroff was one of the firms which charged more than allowed for in the Act, as the rules of its professional association allowed".

15.12 The vicious attacks by Beamish in Moneyweb/the Citizen, clearly as Discovery/ Millar's mouthpiece, against Ronald Bobroff and RBP Inc, portraying RBP as the only firm of attorneys in South Africa who used common-law contingency fee agreements, and that there was something improper, is deliberately false and contrived. A Law Society survey of its 16,000 members indicated that 94.94% of attorneys polled utilized exactly the same agreements!

15.13 Indeed, as Beamish is well aware from copies of fee agreements given to him, Discovery's Panel attorneys, answerable to Katz, have utilized the same common-on law contingency fee agreements as RBP. Beamish is also aware that the majority of attorneys doing personal injury work, including those who advertise extensively i.e. De Broglio, who charged 33.3%, Josephs Inc, Levin Van Zyl, and others, utilised the same agreements as RBP, yet he has deliberately refused to report this. Beamish is similarly aware that Millar has attacked Fluxmans Attorney's use of a common law percentage fee agreement with one of their former clients yet has steadfastly failed to make mention of this recent litigation anywhere. We do not criticize these attorneys, who were simply following the good faith rulings by the Law Society permitting them to do so, and in accordance with the law (prior to 2011) as it was understood, in terms of the Headleigh Clinic Judgment. See copies of two accounts rendered by Joseph's to clients reflecting their 25% common law contingency fee in 2010. **Annexure 14 -Statements of account by Josephs Inc. click here to read - Mr J and Ms M.**

15.14 In the opposing affidavit prepared by attorney Andre Bloem for the Law Society the following was stated in paragraph 10.13 at page 55:

" 10.3 Attorney van Niekerk submits that the Law should not have made its ruling in 2002, that the invalidity of common law contingency fee agreements was settled subsequent to the PWC judgment and that there existed no uncertainty. His submissions are incorrect and at odds with his own views as contained in an article titled " Door closed for common law contingency fees" which article he authored (annexure 7). The article deals with the Judgment in the de la Guerre and SAAPIL matters. Attorney van Niekerk said the following in his article:

- For many years contingency fees agreements have been a matter of contention, and the questionable existence of common law contingency fee agreements after the enactment of the Contingency Fees Act 66 of 1997 (the Act), in particular, has led to much confusion.

- Much needed clarity on the permissibility of common law contingency fees agreements has now been achieve and the decisions in these two matters should settle once and for all the difference in opinion that caused much uncertainty".

15.15 It is therefore abundantly clear that not only was it dishonest for Law Society inspector Reddy, and unfair for Ranchod J to have made any criticism at all against Darren or myself with regard to the use of common law percentage contingency fee agreements, when the Law

Society itself, by whom Reddy was employed, had for 12 years endorsed the 25% or 30% contingency fees, as had been charged by various of our Practices attorneys, and a few of the clients by Darren as referred to in Reddy's report, but that such allegations were wholly without merit having regard to the factual position which had prevailed at the time those clients were charged common law contingency fees.

16. HOW AND WHY BERGER AND MILLAR HAVE BECOME KATZ/DISCOVERY'S PROXIES IN THE FURTHERANCE OF DISCOVERY'S VENDETTA AGAINST RONALD BOBROFF AND RBP INC.

16.1 Following on Berger and Millar's attacks on Attorney Deon Goldschmidt's common law percentage fee agreement in 2007/2008 and thereafter on RBP's similar agreement, members of the South African Association of Personal Injury Attorneys (SAAPIL), and other personal injury attorneys reported allegations of unprofessional conduct by Berger and Millar to SAAPIL. They also reported that Berger and Millar themselves utilised common law contingency fee agreements. Demands were made that SAAPIL investigate these allegations and place any information obtained before the Law Society.

16.2 Independent professional investigators were instructed to ascertain the truth or otherwise of the allegations. The outcome was that the investigators obtained irrefutable proof of the truth of the allegations, in the form of affidavits by dozens of Berger and Millar's clients, all of whom related how they had been touted by Jabu Gxokwa, an employee of Berger and Millar, from their Natalsprut Hospital beds. Evidence was also obtained as to their systematic use of common-law contingency fee agreements, and the gross overcharging of some of these poor and illiterate black clients by Millar and Berger.

16.3 Attached are copies of just two, of the dozens of affidavits obtained by SAAPIL appointed investigators from Berger/Millar's clients, describing how they were touted at Natalspruit Hospital by Jabu Gxokwa Berger/Millar's tout. Mr Gxokwa's affidavit confirming this may be also viewed in Annexure 15 below. In terms of the Law Society's rules, and judgments by the Supreme Court of Appeal, attorneys found guilty of such touting are virtually certain of being struck off the roll of attorneys.

Annexure 15 - Affidavits of touted clients and Millars tout Mr.Jabu Gxokwa - click here to read

16.4 Affidavits by Jacque de Klerk and Hennie Scholtz, two independent investigators appointed by SAAPIL, and who interviewed Berger and Millar's touted clients, and in which they confirm that proper protocol was observed bythem when obtaining such affidavits, are attached.

Annexure 16 - Affidavits of Hennie Scholtz and Jacque de Klerk - click here to read

16.5 Advocate Albert Lamey - a prominent Pretorai Advicate (previously a long standing partner at the Law Societys attorneys Messrs Rooth and Wessels Inc.),was instructed by SAAPIL to represent Berger and Millar's former clients, and from whom SAAPIL investigators, had obtained affidavits deposing to how they were touted by Millar's tout at Natalspruit Hospital, interviewed such clients and had the following to say after such interviews : "I wish to

mention that I had the opportunity to consult with various of the deponents to the affidavits. In respect of those that I have consulted with (most of the clients), I did not get the impression that there was anything improper in the manner in which the affidavits were obtained. They all confirmed that they made the affidavits voluntarily and understood the contents thereof and confirmed it again".

16.6 It is therefore obvious why Berger and Millar would be most anxious to attack Ronald Bobroff – SAAPIL's President – because SAAPIL's investigations, unanimously authorized by SAAPIL's Executive Committee at the time, had exposed Berger and Millar's serious and long standing unprofessional conduct. It is understandable that they would be keen to seek vengeance by joining forces with Discovery's Jeffrey Katz. Of course the added bonus was that they have been rewarded for doing so, by being appointed to Katz's so-called "Discovery Panel of Attorneys". This is nothing more than a front for an extensive touting operation, which includes the additional incentive for the panel attorney being permitted to cream off 10% - 15% of the moneys the Discovery sourced client is "persuaded" to reimburse Discovery. To the best of our knowledge this common law percentage contingency commission fee is never disclosed to the client.

16.7 Attached are photos taken of Berger (elderly man), Millar and Katz (in pink shirt) where they are seen lunching together some time ago, at a restaurant very distant from their respective offices. They were dismayed at being seen together and desperately sought to avoid being photographed.

16.8 Evidence of Discovery's Katz's involvement in Berger and Millar's representation of former RBP client Ms de La Guerre, in attacking RBP's fee agreement, is seen in the photograph taken of Katz, Berger, Millar and Ms De La Guerre seated together during the Pretoria High Court hearing of the De La Guerre matter. Also of Katz standing with her outside the Court. Why else would Katz have been there?

Annexure 17 - Photos of Discoverys Katz with De La Guerre and Berger and Millar - click here to view

16.9 As will be noted in a letter sent by Berger and Millar, to a SAAPIL members' road accident victim client, they clearly attempted to tout/solicit instructions from that person to handle their RAF claim.

Annexure 18 - Letter sent by Berger and Millar attempting to tout - click here to read

16.10 Discovery's media pawns – primarily Beamish - are well aware that common-law no win - no fee agreements have been the standard form of contract utilized by personal injury lawyers since the Law Society go ahead to do so in 2002. They have copies of the almost identical agreements used by other well-known Plaintiff attorneys, but for obvious reasons have remained silent about that, given their Discovery promoted agenda against RBP. Some Panel Attorney Agreements attached

Annexure 19 - Common Law Contingency Fee Agreements of other personal injury firms - click here to read

16.11 Berger and Millar currently face six allegations before the Law Society, of their touting poor and unsophisticated Black clients from Natalspruit Hospital, with many more identical

complaints soon to follow, given that evidence is available that their Practice is based extensively on clients touted from that Hospital.

16.12 SAAPIL and these former Berger/Millar clients legal representatives, will ensure that the anticipated Law Society Committee hearing of these complaints, will take place transparently, during which the clients will be present and represented by an Attorney and Advocate, so as to ensure that the Law Society's usual procedures are adhered to.

17. DISCOVERY AND ITS PROXY, MILLAR'S RECRUITMENT OF RBP BOOKKEEPER BERNADINE VAN WYK – A TEN TIMES CONVICTED FRAUDSTER, JAILBIRD AND THIEF.

17.1 In September 2010, RBP had employed an additional bookkeeper, Bernadine Van Wyk, (who also used the surnames Burgers and Janse Van Rensburg, when it suited her), She had not disclosed to RBP, nor as it turned out, to two other firms of attorneys by whom she had been previously employed, that she had been convicted of TEN counts of fraud by false pretences and had served a term of imprisonment. She also did not disclose that she had stolen R1 300 000.00 from another attorney and blackmailed him into not laying criminal charges against her during 2006/8.

17.2 Unbeknown to RBP Directors, Van Wyk had been recruited by a Millar and advocate Bradley Anderson, who worked closely with them to serve as Millar's/Discovery's spy and agent in RBP's offices. She continued to do so until her behaviour aroused suspicion and investigators appointed by RBP unearthed her criminal record. An affidavit by an RBP staffer, who was friendly with Van Wyk, deposing to Van Wyk's being offered employment by Discovery and more, has been filed in Court.

Bernadine Van Wyks criminal record - **Click here to read**

17.3 Following a disciplinary hearing before an independent Chairperson and at which SHE WAS REPRESENTED BY ADVOCATE ERIC MYHILL (long-time friend and business associate of Millar and Berger) and who had been INSTRUCTED BY THEM TO REPRESENT HER; she was on the recommendation of the Chairperson immediately fired.

17.4 Within days of her dismissal, an application to court, funded by Discovery and prepared by its huge Legal Team, in the name of a former RBP client Mr Graham and his wife, was launched against the Law Society and RBP. The application papers included a lengthy affidavit by Van Wyk filled with lies, distortions, hearsay and allegations clearly intended to please her masters. Significantly the fax print out details of Messrs Berger and Millar appeared on top of some of the pages of her affidavit. This is not surprising given that they have at all times, and currently still co-operate with Discovery's Attorney George Van Niekerk of Edward Nathan Cape Town, and Discovery's Katz, in the furtherance of Discovery's vendetta against RBP.

17.5 This serial criminal and paid Discovery agent was referred to by Beamish in one of his diatribes against RBP, as "courageous".

18. DISCOVERY'S OBLIGING MEDIA FRIENDS

18.1 Given Discovery's huge media budget and reputation of threatening and intimidating reporters who refuse to dance to its tune, it is hardly surprising that some "reporters",

routinely publish Discovery's preferred version of events, rather than that of Ronald Bobroff and the Practice's clients. RBP has evidence of constant communications between Beamish, Discovery's Katz, Millar and "editor" of MoneyWeb, Ryk van Niekerk, in which they conspire to publish false and malicious articles attacking RBP. RBP has also recently discovered that one of its staff, had been recruited by Beamish and possibly others, to shockingly and criminally furnish a steady stream of confidential information relating to the practice, its directors' personal affairs and its clients to Beamish. This and other evidence will be presented to the Court and the Law Society in due course.

18.1.1 The real and true story concerning Ronald Bobroff's exposure of Discovery's deliberate and fraudulent non-disclosure of its rules, exclusions and conditions applicable to road accident generated medical care; in flagrant and criminal breach of the Medical Schemes Act, and the way in which it bullies members and their families who sustain injuries in road accidents, was described by the late and highly respected journalist, David Gleason, to one of his associates as:

18.1.2 "A David and Goliath battle, involving a principled lawyer with a forty year unblemished record of service to the Profession and the Public interest."

18.2 "An unprecedented attack on a lawyer with a decades long record of speaking truth to power, by a multi-billion rand public company set on destroying him, his son and his Practice because they stood up for the rights of their clients in exposing Discovery's fraudulent and illegal shenanigans. "

18.3 RBP was informed that Gleason, a member of Discovery health himself, after having learnt of Discovery's shenanigans, became incensed when he experienced on-going evasiveness by Discovery and its staff, including Adrian Gore's personal assistant, in failing to provide its rules. This after Gleason had written to Gore himself expressing his frustration at not being able to obtain a copy of Discovery's rules, despite telephoning Discovery and personally visiting its offices.

18.4 RBP was also informed that Gleason's independent investigations, involving interviews with Discovery members, who had sustained injuries in road accidents, and who had told him how they had been bullied, threatened with immediate termination of medical care, and harassed as Mark and Jody Bellon describe in their affidavits referred to in paragraph 9, made Gleason determined to expose Discovery Medical Aid and its Directors. **Annexure 20 - Business Day Article -click here to view)**

18.5 Significantly, notwithstanding that RBP Inc has three Directors, Ronald Bobroff, Darren Bobroff and Stephen Bezuidenhout, a respected lawyer, who has been with the Practice since 1976, and who follows exactly the same modus operandi as all the partners and professional staff as RBP do; no mention has ever been made of him by Discovery/ its proxies Berger and Millar or its media pawns.

18.6 This is clearly because the vendetta by Discovery and its proxies is focused on Ronald who as the senior director, has stood up for the Practice's clients against Discovery and who they want to doubly destroy, i.e. Ronald and his son.

18.7 Finweek's James Styan, a brave and principled journalist, courageously and truthfully reported what Discovery was up to. **Annexure 21- Report by James Styan in FinWeek - click here to read**

18.8 An obscure "reporter", Tony Beamish, who occasionally writes for Noseweek, and who had not published a word about the Discovery/RBP saga during the preceding three years, suddenly popped up in January 2014, at the Pretoria High Court hearing of the Discovery/Graham application against RBP and the Law Society. He was noted to be in constant intense discussion with Discovery's attorney George Van Niekerk of ENS Cape Town and Discovery's Jeffery Katz, as also Berger and Millar, who although not being involved in the hearing in any way whatsoever, were present in court together with their entire Professional staff compliment of two persons during the full three day hearing.

18.9 During a lunch adjournment of the hearing, Beamish let slip to RBP Directors, that he had been "brought back to South African from France", where he had been living, and that having a French driver's licence had enabled him to escape liability for speeding and other traffic offences. He clammed up when he was asked who had brought him back to South Africa and why, but his strident, malicious and never ending attacks on Ronald and Darren Bobroff and RBP Inc, in serving Discovery and its proxy, Millar's agenda leads to an irresistible inference as to who this might be! RBP's is in possession of evidence conclusively proving the connivance between Beamish, Discovery's Katz, Millar and Moneyweb editor Ryk van Niekerk as also a number of other persons and entities. A full disclosure will be made of all persons involved in criminal and/or civil proceedings which may follow.

18.10 Beamish has to date published more than 46 attacks on Ronald, Darren and RBP, in MoneyWeb online, in the Citizen newspaper, and also 2 vitriolic diatribes in Noseweek. Beamish has also recently published an obscene article in Noseweek, attacking the Law Society and its recent past president, a highly respected and leading Lawyer who also holds office as President of the Black Lawyers Association; and of course, predictably Ronald Bobroff, RBP, senior RBP Attorney Phillipa Farraj and SAAPIL. Unsurprisingly the main thrust of Beamish's articles, was aimed at trying to salvage some sort of credibility for Berger and Millar, who according to dozens of Affidavits in SAAPIL's possession, are ambulance chasers of the worst kind, overcharging and profiting off the poorest of the poor.

18.11 Beamish conspired with Millar to stage a fraudulent visit by the Sheriff of the Court to RBP's offices, in respect of a costs order against RBP, in the De La Guerre matter, calculated to depict RBP as unable to pay these costs. RBP had written to Millar within an hour of the Constitutional Court judgment holding the Law Society modelled common-law fee agreement invalid, inviting Millar to immediately advise RBP of the specific amount due in respect of the costs, as also his Practice bank account details, so that RBP could do an immediate transfer. He failed to do so, obviously so he could stage the fraudulent execution by the Sheriff. Beamish is also yet to explain, despite frequent invitations to do so, why he copies Discovery's Katz with the emails he exchanges with RBP regarding Berger and Millar's use of unlawful common-law contingency fee agreements.

18.12 Beamish's conduct goes way beyond anything remotely acceptable as truthful or fair reporting. He has even resorted to criminal conduct in unlawfully obtaining copies of an RBP Directors' personal bank account statements, in a desperate effort to dig up the dirt he thrives on. Pathetically, and presumably so as to try and create some semblance of respectability, his every email has attached to it full details of a minor, and probably the only award he has ever

received some time ago. It appears that other than some sporadic and vitriolic attacks on companies and individuals in MoneyWeb, (a failing publication which recently lost millions), and the occasional article in Noseweek, he is otherwise not observed to be gainfully employed.

18.13 RBP's investigations are that Beamish having apparently tired of what he continually refers to as fifth world South Africa, spends much time in his villa in the south of France from where he continues to spew venom, and to telephone RBP client's, seeking to incite them against RBP. See affidavit by one such client Martha Kock. **Annexure 22 - Affidavit by Martha Kock - click here to read**

19. **RBP DIRECTORS IMPECCABLE PROFESSIONAL RECORD**

19.1 RBP has a forty year unblemished record, of exceptional service to clients, ethical conduct, and fearlessness in representing clients' interests above all. Despite the unrelenting attacks by Discovery and its cronies, the Practice will not be intimidated, and will not cease from doing what the Directors and Professional staff believe to be in clients' interests.

19.2 The Law Society issued a certificate, certifying that there has NEVER SINCE THE PRACTICE WAS ESTABLISHED FORTY YEARS AGO, ever been any finding of unprofessional conduct against any of the Directors.

Annexure 23- Certificate of 40 year unblemished record issued to RBP Inc. by the Law Society - click here to read

19.3 It should also be noted that there was ONLY ONE COMPLAINT, AGAINST RBP, BEFORE A LAW SOCIETY DISCIPLINARY COMMITTEE. It is of course the contrived and false Graham complaint referred to in paragraph 9 above, and which the Law Society has expressly recognized in affidavits filed in Court, to be a matter where Attorney George Van Niekerk of Edward Nathan, Cape Town, instructed and paid by Discovery, is using to further Discovery's interests against RBP. As previously stated RBP is eager, despite Van Niekerk twice engineering postponements thereof, for the Law Society hearing of the so called Graham complaint to take place, so that the Grahams give vive voce evidence and face cross examination in respect thereof.

19.4 After van Niekerks court application brought in the name of RBP former client Mr Graham and his wife aganist RBP, Ronald Boborff, Darren Bobroff and the Law Society was effectively dismissed by the court save for one minor order, van Niekerk desperately continued to harrass the Law Society in a largely futile effort to manipulate it into serving as his and Discoverys instrument in the furtherance of Discovery's vendetta against Ronald and Darren Bobroff. Van Niekerks frustration grew even greater when an inspection of RBP's records in respect of the two clients captured by van Niekerk and Millar - Graham and de la Guerre, as also RBP's trust accounts yielded little to please van Niekerk and RBP's comprehensive repsonse to such audit report was accepted by the Law Society to such an extent that it simply referred the audit report and RBP's response to the legal official dealing with van Niekerks contrived complaint.

19.5 When van Niekerks efforts proved largely futile, and now emboldened by a court ruling in 2013, that the Law Society's common law contingency fee agreements, rulings and agreements entered into between attorneys and their clients, in accordance with such rulings were invalid, van Niekerk in collusion with Anthony Millar to whom Discovery had sent some of its members who had benefitted from the work and risk of RBP in successfully concluding their personal injury claims and had been ethically charged Law Society compliant percentage fees ; now included "complaints" from such clients in a court application, almost identical to the first unsuccessful one, and now again launched against Ronald and Darren Bobroff, RBP Inc. and the Law Society. Again and as subsequent events have shown the omission of RBP second senior director Stephen Bezuidenhout was no accident ,and was specifically part of a *divide and rule* strategy, by van Niekerk and Millar.

19.6 After the application was delivered to the law society in April 2015, the law society instructed its attorneys Mr Andre Blom of the firm Rooth and Wessels to prepare on its instructions, a response to such application. The affidavit prepared by Mr Blom for then President Madiba may be viewed below. However the most important paragraphs 7, 8 and 14 may be viewed by clicking on the links below.

Paragraph 7 of President Madiba's affidavit - **Click here to read**

Paragraph 8 of President Madiba's affidavit - **Click here to read**

Paragraph 14 of President Madiba's affidavit - **Click here to read**

President Madiba's Affidavit f dated 30 May 2015- **Click here to read**

19.7 These paragraphs together with the 274 page affidavit clearly exposes that the application was a farce, and was not brought in reality by Mr Graham or his wife, was not brought in the so called public interest but was obviously a furtherance of Disocverys vendetta seeking vengeance against Ronald and Darren Bobroff for their courageous exposure, in the course of defending Practice clients against Discovery's fraud, bullying and harassment.

19.8 However before the above affidavit could be signed and filed in court and delivered to van Niekerk by the Law Society, RBP was advised by its legal team, and it accepted such advice which was given in good faith, that the second application was an irregular step in terms of the rules of court that and that application should be made to court to have the application dismissed on that basis. After such an application was brought and opposing affidavits filed by van Niekerk (significantly complained by the Law Society's) it was always van Niekerk that made every affidavit in every single application brought by him on what he alleged was on the instructions of the Grahams, yet the Grahams never signed any of the substantive affidavits nor did they appear at any of the law society disciplinary hearings, nor at court at the many vexatious applications launched by van Niekerk against Ronald, Darren , RBP Inc. and the Law Society).

19.9 RBPs legal team were informed a week before the date scheduled for the application to be heard, that a certain Judge would hear the application. However to everyone's surprise 15 minutes before the matter was to be heard at the Pretoria High Court, it was suddenly allocated to another judge, who heard the application and dismissed same. In his judgement not withstanding that the application was properly limited to the specific rule of court, the

learned judge made reference to a whole range of matters and issues, which had no bearing on the limited and technical question to be decided in respect of the particular rule of court.

19.10 Meanwhile Discovery's attorneys Edward Nathan and proxy Anthony Millar, had been putting in place a five step plan to hijack the Council of the Law Society and pack it with Discovery stooges.

The plot was successful and in October 2015 the Council of the Law Society fell under the effective control of Discovery Proxy's ,and to its eternal shame with Millar presiding as President. Click here to view the documents and the description of how the Council of the Law Society was hijacked.

19.11 Understandably the Discovery controlled Council presided over by Millar would hardly agree to the Law Society, now that the interim technical application had been finalised and the Law Society now being obliged to file its answering affidavit to the second application by van Niekerk; to the explosive Blom/President Madiba affidavit being signed and delivered to the court, RBP and van Niekerk. Initially an attempt was made to sanitize that affidavit by removing paragraph 14 thereof which clearly exposed the collusion between Millar, van Niekerk and Beamish in the furtherance of Discovery's vendetta against Ronald, Darren and RBP Inc. However even with paragraph 14 removed the affidavit, in paragraph 2.14 it made plain the fact that the application was an abuse of the court process and was filled with lies and misrepresentations, which would obviously cause great discomfort to Discovery, Millar, Beamish and van Niekerk if ever published. So the entire affidavit was simply discarded and replaced by a tailor made one in which a 360 degree turnabout occurred with the Law Society now simply parroting Discovery's tune and rather than standing up for principle and truth descended into attacking Ronald, Darren and RBP Inc., as was obviously to be expected now that the Council was controlled by Discovery.

Original paragraph 14 - **Click here to read**

Sanitized paragraph 14 - **Click here to read**

20. DISCOVERY JEFFREY KATZ'S ONGOING AND INCREASINGLY OMINOUS THREATS

Probably the worst decision of my entire life was to panic in the face of a series of increasingly ominous threats.

Initially there were the overt threats made by Discovery's Jeff Katz as referred to above, made to me, Darren, Steve Bezuidenhout and Nazeer Cassim that "no matter what it takes, no matter what it costs, we will destroy you all".

This was followed by Darren's home invasion, and my wife's "hijacking"

Then Katz accosting Darren at a Melrose Arch restaurant on the 16th June 2015, during which he uttered the following threats and confident prediction:

"You are going to jail",

"The Hawks are onto you, they will be arresting you soon",

"You have never won anything against us or Millar, and by now you should know why",

" We have seen to it that Anthony Millar will be your next Law Society President" ;

" You shouldn't waste your time lodging any more complaints against Millar. You must have realised by now, these will go nowhere as has been the case with all complaints you have lodged"

The confident prediction made a full six month s prior to any election being planned for the statutory component of the LSNP, or there being realistically the remotest prospect of Millar suddenly being appointed as President of the LSNP, given that he had never served on any organ of the organized profession, had made no contribution whatsoever towards the interests of the profession or its members, and had a longstanding reputation as a " fastfood" ambulance chaser"; seemed absurd.

However exactly as Jeff Katz had predicted six months later, Millar was parachuted by ENS into the office of President of the LSNP, and unsurprisingly Jeff Katz joyfully tweeted "Congratulations to Anthony Millar @zunelle on his elation as President of the LSNP".

Jeff Katz's threats were followed by anonymous emails received by Darren in February 2016, making reference to information of such a highly confidential nature, as could have only come into the possession of highly placed persons within law enforcement agencies such as the Hawks and/or the NPA, and who would certainly not have forwarded those emails to us.

I was informed that ENS's George van Niekerk's, together with the assistance of his brother, a senior prosecutor within the NPA, had captured a Lt. Colonel member of the Hawks together with various persons in the NPA, which included at least one prosecutor.

To cap it all and literally the straw which broke the camel's back, was the anonymous telephone " tip off" I received at the office, on the afternoon of the 15th March 2016.

The caller sounded male, but it was hard to tell as a voice altering device was being used. After ignoring my request that he/she identify themselves, the caller went on to tell me that I needed to be aware that Discovery had arranged a hit on Darren's wife to be unlawfully arrested and imprisoned and gang raped by hired thugs in the prison to which she would be taken.

Further that hits had been arranged for Darren and I, also involving our imminent arrest and imprisonment, and for us to be grievously assaulted and "probably murdered" by inmates recruited by Discovery's proxies to do so.

I begged and pleaded that the caller identify themselves, that I would pay anything for names of those who had organised the hits, and that the caller should agree to meet with me, but the call was simply ended.

I sat frozen for a long while, unable to decide what to do.

By then I was thoroughly depleted emotionally and intellectually, having had to deal with five years of almost daily attacks, and a SLAPP war of attrition by five ENS partner directors, three senior and four senior and junior counsel on the Discovery side of things, and Millar who since the de la Guerre judgment in February 2014 touted one former client of ours after another and served carbon copy applications, challenging common law contingency fees ethically and properly charged to clients for years of hard work and consistently outstanding results.

The threats have continued unabated even since our departure from South Africa, and Discovery have us monitored in Sydney 24/7 with Beamish and Jeff Katz, as also under fake twitter handles and their proxies continuing to tweet about every single aspect of our lives.

However the threats by Katz to me, Darren, Bezuidenhout and Nazeer, followed by his accosting Darren on the 16th June 2015, taken together with the anonymous emails and the final telephonic tip off, were in a totally different league.

I desperately sought advice from my acquaintance, the late advocate Pete Mihalik, who had often told me of his extensive contacts within the police and the criminal underworld.

He reverted an hour later with the chilling news, that his sources confirmed the tip off I received was genuine, in that his sources had confirmed that there were hits put out for myself, Darren and Darren's wife.

His advice was that we should urgently leave South Africa, but only for a few days as his sources were, as he put it - hot on the trail of those who Discovery had recruited to have the hit carried out on us.

He seemed confident that these persons would be identified and neutralized, enabling us to return to South Africa a few days later.

I also sought advice from a leading Johannesburg criminal silk, who was known to be very well connected, as also a forensic investigator, and the consensus was that we should leave urgently.

The threats I refer to above, and the reasons why we are afraid to return to South Africa are set out on my website in some detail, and also includes a copy of the transcript from my wife's bail hearing.

It is significant that I continue to receive ongoing threatening emails, even after I arrived in Sydney in which my wife, my daughters and grandchildren were still in South Africa threatening them harm.

Similarly threats have been received by Darren and I in Australia where threats have been made to harm us and our families, and you can view some of these emails by Clicking here

The extent to which Discovery's attorney ENS's George van Niekerk was able to infiltrate the criminal justice system, became clear when van Niekerk was able to have my then sixty eight year old sickly and claustrophobic wife arrested at Nazeer Cassims home on the 21st March 2016, whilst she together my daughters and sons in law had been invited by Nazeer to come to his Houghton home for snacks and consultation.

Whilst Nazeer was doing his best to reassure my distraught wife, daughters and sons in law that all would be well, and that Darren and I would be returning within a week, Lt. Colonel Tobias Marais of the Hawks, accompanied by a male and female black police officers, burst in to Nazeers home.

Marais brushed off Nazeers request that he produce an arrest warrant, as did he Nazeers request that Elaine be permitted to sleep over at his home under police guard, alternatively at the Rosebank hotel under police guard at Nazeers cost.

It was clear to my wife, daughters and sons in law, that come what may Marais was determined that Elaine would be incarcerated in a cell overnight.

Not only did Marais succeed in having Elaine incarcerated overnight, but clearly having some concerns overnight that there could be problems arising for him in respect of his unlawful arrest of Elaine, he had Elaine awoken at 5.30am, where she was sleeping on a cold concrete floor with only a blanket between her and the floor, instructed her to have a (ice cold) shower and then took her to our home, where he conducted a detailed search obviously desperately hoping to find some evidence, any evidence, that she was making plans to leave the country e.g. a packed suitcase and so on.

Of course he found none, and he thereafter took her to the holding cells of the Johannesburg Commercial crimes court.

This sixty eight year old, sickly, claustrophobic and beyond terrified woman was held underground until the last matter on the roll, and only at approximately 3pm was she brought up from the cells into the court.

Jeff Katz's threat made to Darren on the 16th June 2015 that "Arrests, Bobroff Family – NPA, Bail opposed" was clearly well founded, as notwithstanding that there was not a shred of evidence of Elaine's intending to depart from South Africa, nor any evidence produce to substantiate vague allegations of money laundering against her, the prosecutor, an odious woman fought tooth and nail against Elaine being granted bail, and even then when it appeared that the magistrate was inclined to grant bail, demanded that he make an order that Elaine be fitted with an electronic ankle monitoring bracelet.

Fortunately the magistrate refused to do so, but Elaine nevertheless had to put up R50 000.00 bail money, and had to report weekly to the Linden Police Station.

I understood from reliable sources (former ENS Cape Town employees who are longstanding friends of mine) that van Niekerk was absolutely incensed that Elaine had been granted bail, and he set about trying to concoct some basis on which to have Elaine's bail withdrawn.

Given that Elaine had known Jeff Katz's mother - Morissa Katz since they were nine years old and at school together , when she saw her at a Johannesburg shopping centre, she approached her and said "I hope you are proud of what your son has done to me, by having me arrested and locked up in prison overnight, and I'm sure you must have told him that I am so claustrophobic that I don't even use a lift, how could you do this to me? ".

Morissa's response was "My husband is in heaven and yours is in Australia".

The same day a letter was received by my wife's criminal attorney from ENS, to the effect that Elaine had been interfering with state witnesses, and that a request had been made to the prosecutor to urgently approach a magistrate to immediately have Elaine's bail withdrawn, and a copy of this letter was copied to the prosecutor.

Advocate Dawie Joubert SC who represented Elaine at her bail hearing, was urgently instructed to deal with this matter, and it took all his powers of persuasion to prevent the prosecutor from approaching the magistrate in question to have Elaine's bail withdrawn.

Van Niekerk tried on a further occasion to have her bail withdrawn, but fortunately did not succeed, but you will understand the terror that my poor wife was living under, given that Darren and I were stuck in Australia, having being warned that it would be suicidal for us to return, and in addition to being terrified that the police would arrive to arrest her at any moment.

She was constantly harassed by Millar, sending the sheriff around to the house to attach and remove her thirty year old furniture.

It was only due to the efforts of our attorney John Cameron, that the sheriff declined to do so.

As was extracted from the Hawks Lt. Colonel by way of cross examination by senior counsel at my wife's bail hearing, he did so absent:

An arrest warrant,

Absent a charge sheet,

Absent any proof that my wife was intending to leave the country, but merely on receiving a telephonic instruction from George van Niekerk to do so.

With the benefit of five and a half years hindsight, what I should have done was to have gone public by way of immediate ads on radio and tv as to the threats which had been made against Darren and I and his wife, hired 24/7 top class armed guards and stayed at home until advocate Mihaliks contacts were able to do as promised.

By leaving and not returning, it was as good as a direct admission of guilt of whatever allegations Discovery, and its puppets within the NPA chose to make, and in fact looking at the situation objectively I would have probably formed the same opinion of a colleague who did the same as I did.

However by the time I received the tip off on the 15th March 2016, I was far too emotionally compromised to be as rational and collected as I always was, and Pete Mihaliks confirmation of the hits having being arranged, and the openly acknowledged endemic corruption within the Police and the NPA to the extent as Paul O'Sullivan aptly remarked that they were to a very large extent " badges and rogues for hire", I saw no option but to take the advice given to the effect that Darren, his wife and I leave South Africa for a few days.

The intention to return on the morning of the 23rd March 2016 obviously changed with the arrest of my wife, which forcefully brought home to me the ease with which Discovery/ENS/van Niekerk were able to a citizen arrested on a basis which can only be described as corrupt.

Ongoing advice from a number of senior counsel, and investigators who have extensive contacts within the police and NPA, has been and continues to be, that it will be dangerous for Darren and I to return, unless and until a miracle ridding the criminal justice system of corruption occurs.

Now, more than a decade after the Discovery vendetta commenced Jeff Katz continues to openly boast that " we will until Ronald is in the ground, and Darren is in jail".

And he follows that with the rhetorical question "How much do you think it would take to buy a magistrate – a few hundred thousand rand, or a judge – a million or two in an offshore account - we have unlimited money to get our way".

21. APPLICATION TO STRIKE DARREN AND I OFF THE ROLL OF ATTORNEYS

21.1 Once Discovery's attorney had succeeded in hijacking the Council of the Law Society, a junior Law Society employee was assigned to conduct an inspection of the Practices client ledgers and files, Trust account and General Ledger.

21.2 It must be emphasised that we had invited the Law Society pre its capture by Discovery's attorneys to carry out an unlimited inspection of the Practices financial system.

21.3 However it soon became clear that the inspector was following an agenda designed to provide the hijacked Law Society Council with Discovery proxy, attorney Anthony Millar at its helm, with some basis on which to apply to have Darren and I struck off the roll of attorneys.

21.4 From my decades of experience on the Council of the Law Society, I was aware that all that is required to enable the Law Society to launch an application to strike an attorney is an allegation by one of its inspectors that "the firm poses a risk to the Attorneys Fidelity Fund – i.e. Trust money is being stolen".

21.5 And junior Law Society employee Ashwin Reddy did not disappoint Millar, to whom he reported directly when he included that allegation in his report.

21.6 However, and notwithstanding that Reddy's employer – the LSNP had for twelve years permitted and vigorously promoted its members use of common law percentage contingency fee agreements, and staunchly defended the validity and ethical probity of same in the de la Guerre matter; Reddy bizarrely alleged that Darren had overreached those Practice clients whom Darren had charged the very common law percentage contingency fees prescribed by the Law Society.

21.7 The hijacked Council thereafter dishonestly and immorally based its striking application on Reddy's false allegation of misappropriation and overreaching, as also the false allegations by one of our former bookkeepers who had been bribed by Millar on behalf of Discovery as is referred to in paragraph 17 above, and unsurprisingly had failed to inform us that she had been convicted on ten counts of fraud by false pretences, had served a term of imprisonment thereof.

21.8 It will be appreciated that having had to flee our lives, our homes, our families and our Practice, and having to deal with the firestorm of media attacks on us almost on a daily basis in South Africa, our lives were in chaos.

21.9 We were living in hotel rooms and thereafter unsuitable rented accommodation, with Darren's two little boys severely traumatised, after suddenly being ripped away from their home, family, school and friends, urgently needing some semblance of stability brought back into their lives, and Darren and his wife were desperately making enquiries as to which school would accept them midterm, and in an area where former South Africans resided, so that the boys would be able to settle down more easily.

21.10 I was having to deal with my elderly sick wife having being incarcerated, having to report weekly to a police station, having to face the terror of repeated efforts by van Niekerk to have her bail withdrawn, and simultaneously and consequent upon Millar having obtained some nine judgments against us, arising out of fraudulent agreements, was frequently despatching the sheriff of the court to my wife's home to harass her, by attempting to remove her furniture.

21.11 Darren had to deal with similar challenges, as Millar had instructed the sheriff to attach the entire contents of Darren and Lisa's home, and had also attached the house to be sold by public auction in respect of the fraudulent judgments.

21.12 As a result of our Practice now being under the control of a Practice Manager, we no longer had the staff, the comprehensive Practice resources, and ready access to attorneys and advocates, nor the Practice finances available to us, so that we could properly deal with the striking application.

21.13 I approached numerous colleagues with whom I had long standing relationships, some of whom owed me favours to represent us, but every single one of them openly told me that they were afraid to be seen to be assisting us in any way whatsoever, as Millar and Katz had made it very clear within the profession, and within the community that any attorney who represented us would soon find themselves facing unwelcome scrutiny from the puppet Law Society under Millar's triumphant control.

21.14 As had been the case with attorney Guisi Harper, they pointed out to me that if Discovery had succeeded effectively destroying me, a long standing member of the Law Society Council, also a Councillor of the National Law Society of South Africa, a past President of the Law Society, what hope would they have of being able to sustain an attack by brought about by Discovery's control of the Law Society Council.

21.15 This was especially the case with those colleagues who were also Plaintiff personal injury practitioners, who consequent upon the disappointing de la Guerre judgment which could and should have been formulated to only operate prospectively, given the absolute good faith on the part of the Law Society, our Practice and the thousands of attorneys who had entered into what Law Society President janse van Rensburg had estimated in his affidavit filed in the de la Guerre matter, as having been more than a million common law contingency fee agreements; all of whom were now proverbial 'sitting ducks 'and easy targets for Discovery via its proxy Millar and van Niekerk's already demonstrated ability to unlawfully obtain from the RAF details of all our clients whose claims had been finalised against the RAF during the previous three years.

21.16 Another aspect which discouraged colleagues from representing us against the Discovery controlled Law Society was the fact that Discovery's attorneys Edward Nathan's senior director is closely connected with the South African tax authorities, having drafted the income tax act ,is close personal friends with the minister of Finance, and the head of the South African Revenue Services. They legitimately feared that just as Discovery attorneys had been able to "arrange" an extensive audit of our Practice, all three of its directors and Darren's wife, so too would they suddenly find themselves and their families facing similar challenges.

21.17 The Zondo judicial commission of enquiry into State capture for the past two months, and the Mokgoro judicial commission of enquiry into various NPA prosecutors who it is alleged, and the evidence emerging is showing, were party to bribery and corruption, are hearing evidence about events which would more properly belong in works of fiction, and which every day implicate yet another government minister or senior police office or NPA prosecutor, or Commissioner of Police and on and on.

21.18 I fully understood their fears.

A senior colleague Ms. Guisi Harper who was a fellow Councillor and whose professional assistant had justifiably taken strong exception to the way in which Katz and his staff had bullied and threatened his client, in the same way as they had done to our clients Mark and Jody Bellon, wrote an appropriate letter to Discovery expressing his disgust at such conduct and placing it on record that his client would refuse to succumb to Katz's threats and intimidation; swiftly resulted in threats by Katz himself against the firm and Ms Harper.

21.19 Ms Harper told me that Katz had telephoned her office, rudely demanded to speak with her, and when he was told she was not available, he then demanded to speak to her secretary, who just happened to be her sister Judy Harper.

21.20 Katz identified himself and proceeded to tell Judy that he was extremely angry at the contents of the letter he had received from the firm and which in his opinion interfered in Discovery's relationship with its member, and that unless the firms letter was withdrawn, and the client told to sign whatever document Katz required of him, he Katz would "see to it that her

firm would be dragged into the issue with a "big law firm" (RBP) and reported to the Law Society".

I attach a copy of attorney Harpers letter as Annexure 28.

21.21 However some months later attorney Harper tearfully confided in me that she was ashamed at having subsequently given in to Katz's demands, as she had become aware as a sitting member of the Law Society Council of the breath-taking extent of Discovery's attack on me, and which involved them engaging what could truthfully be described as a virtual legal army.

21.22 This included three senior directors of Edward Nathan, being van Niekerk, James Haydock, Doron Joffe, at least three professional assistants and support staff, two junior and three senior advocates being, Bhana S.C, Gauntlett S.C and Unterhalter S.C.

21.23 Attorney Harper was concerned, and I suggest with good cause, that Katz would have had absolutely no hesitation in carrying out his threat to similarly destroy her, and hence had little choice but to abrogate her duty as an attorney to defend her clients.

21.24 Through the good offices of a colleague – Attorney Stanley Rothbart, who is an insolvency specialist we were able to secure the services of attorney John Cameron – a brilliant and fearless litigation lawyer in June 2016 - to deal with the nine fraudulent judgments which Millar had obtained against us in our absence.

21.25 Attorney Cameron, a sole practitioner became engaged 24/7 in preparing a battery of rescission applications, in respect of the nine fraudulent judgements obtained by Millar against us, staving off the ongoing efforts by the sheriff of the court from removing my wife's furniture from her home, and preventing the sale in execution of Darren's home, whilst still trying to service his other clients.

I attach pages 24 – 35 (Annexure 29) of my affidavit filed in court in support of our application for a postponement of the striking application, in which I deal with much of this material.

21.26 We had every intention of opposing the striking application, given that it was based on false allegations, half-truths and wholesale misrepresentations by the junior law society inspector, who had clearly been instructed to parrot the allegations made by Millar in the court applications attacking Darren's common law contingency fees, as also those of Bezuidenhout and RBP senior attorneys Phillipa Farraj and Vanessa Valente.

21.27 However and notwithstanding that at least half of the matters in which Millar had launched these attacks were attended to by Bezuidenhout, Farraj, Valente and other attorneys, Reddy only targeted Darren's matters during his inspection, and as of course I have explained above, had dishonestly alleged that "the firm poses a risk to the Attorneys Fidelity Fund", and which he knew would automatically result, even in a pre-hijacked Discovery Council, in a suspension or striking application.

21.28 Eventually John Cameron was able to organise his Practice, so that he could apply his mind to the striking application, but already by that stage there was no time within which to appoint a forensic auditor to rebut the malicious and false allegations by the junior Law Society employee.

21.29 I attach as Annexure 30 a letter from attorney John Cameron dated 27 November 2016 addressed to Law Society attorney Mr. Andre Bloem, in which Mr Cameron deals with our difficulties in being able to prevail upon other attorneys to represent us in opposing the striking application, and how he then, but only at a very late stage agreed to assist us, but on the basis that a suitable postponement be obtained so that our opposing affidavits could be prepared, and a report by a forensic auditor who had already been retained could be prepared.

21.30 Similarly there was no time within which to prepare our opposing affidavits, to what was then a multiplicity of supplementary affidavits and applications brought by van Niekerk on the back of the fabricated Reddy report, and of course in concert with the striking application brought by the Discovery puppet Law Society Council, all of which ran into thousands of pages.

21.31 Therefore Attorney Cameron after having consulted a senior and junior counsel was advised that the only course of action open to us/him at that stage was to raise the technical point which had long been confirmed in numerous court decisions, and which was that where court applications involved issues of status, the rules of the High Court immutably require that personal service of the relevant court application take place.

21.32 Attorney Cameron and Counsel were firmly of the opinion that the court should and would properly uphold that long held principle, especially given that the puppet Law Society Council, could have easily availed itself via its attorneys of the simple and routine South African procedure, where an application is made to court for an order that service/delivery of an application against a person no longer resident in South Africa, be effected by the appropriate official in the jurisdiction where the respondent resides.

21.33 In fact after Millar had obtained judgments against Darren and me by way of fraud, and used these judgments to found a sequestration application against us, he had the sequestration application served on Darren and me at our places of residence in Australia, by the appropriate official recognised by the Australian courts to effect such delivery.

21.34 It is therefore with respect wholly without merit and a gross misdirection for Ranchod J to have alleged in his judgment striking us off the roll by default, that the only reason we had left South Africa was to avoid service of the Law Society's striking on us!

21.35 Given that the Practice was under the control of a Court appointed manager, Darren and I were residing in Australia, the Practice had disposed of all its current client files, there was no way in which anyone could be prejudiced, or for Darren and I to cause any "harm" to Practice clients.

21.36 Given all these circumstances, and also our offer to pay any wasted costs occasioned by a postponement, our legal team was confident that the Court would have no hesitation, in the interests of justice and in accordance with the centuries old precept of Audi Alteram Partem grant us the short postponement requested.

21.37 By virtue of my two decades as an elected Councillor and past President of the Law Society, I was well aware that the standard practice adopted by the Law Society, whenever a decision had been taken to conduct an inspection of a members books of account and records, was to precede the inspection by way of a formal letter to the senior partner/director of the Practice concerned.

21.38 Given the potential and irreparable harm which could arise from the leaking/disclosure of the fact that such an inspection was to take place, as also from the leaking of the draft report, before the attorneys concerned had, had an opportunity of responding to all allegations in the draft report, the Law Society's letter advising of the impending inspection dated 7 July 2015, stated as follows:

"We are appreciative of an investigation being conducted at a member of the Law Society and thus to approach it with the necessary sensitivity".

21.39 A copy of the letter addressed to me dated 7 July 2015, from which the above extract was taken is attached hereto as Annexure 31.

21.40 However and obviously given the agenda being pursued by the puppet Council we were never provided with a copy of Reddy's report for comment, the undertaking to keep the inspection report confidential was wholly ignored, and it was simply attached to an affidavit by a new Councillor Mr. Sibusiso Gule, who had taken office consequent upon the election engineered by Discovery's attorneys.

21.41 The puppet Council was obviously mindful of the dishonest way in which it had breached the specific undertaking contained in the Law Society's letter to me dated 7 July 2015 to the effect that:

"We are appreciative of an investigation being conducted at a member of the Law Society and thus to approach it with the necessary sensitivity", "You will therefore be afforded an opportunity to comment on the findings arising from the inspection", a paragraph designed to deflect attention from this unfair and deliberate breach of protocol was inserted into Gules affidavit which stated:

"The inspectors' report will be referred to the Law Society's Disciplinary Department. The contraventions reported on by the inspectors will be dealt with during the Law Society's disciplinary enquiry. The Bobroff's will, during the enquiry, be afforded an opportunity to respond to the inspectors' findings".

21.42 However unsurprisingly the Council's undertaking was also a sham, and in the puppet Councils striking application against Darren and me, the solemn and repeated undertakings which had been given to us were simply brushed aside, and as I have described in paragraph above we never had an opportunity, for the reasons I have referred to, of filing a report by a proper and senior forensic auditor, responding to Reddy's Malicious speculations.

22. THE APPEAL AGAINST THE STRIKING APPLICATION

22.1 Within days after we received the reasons for the striking judgment we instructed attorney Cameron to seek leave to appeal, and he did so.

22.2 However when we attempted to withdraw the necessary funds for the appeal from our Israeli bank accounts we were met with a series of dilatory and evasive conditions, so that we were not able to gain access to our funds.

22.3 Accordingly we had no choice to instruct attorney Cameron to withdraw the application for leave to appeal, and to place on record when doing so that the sole reason for us having to do so, was a lack of funds.

I attach as Annexure 36 the Notice to appeal, Annexure 37, the withdrawal of same.

23. COLLUSION BETWEEN THE NATIONAL PROSECUTING AUTHORITY AND THE ISRAELI STATE ATTORNEY IN THE UNLAWFUL FREEZING AND SUBSEQUENT FORFEITURE OF OUR AFTER TAX AND RESERVE BANK COMPLIANT LIFE SAVINGS ENTRUSTED TO ISRAELI BANKS.

23.1 Towards the end of January 2017, our Israeli attorney ascertained that our Israeli bank accounts had been frozen by the Israeli police, reportedly as a result of van Niekerk having requested the Israeli State attorney to instruct the Israeli Police to approach all the Israeli banks, on the pretext of their being a money laundering investigation against us, so that they would then be able to ascertain at which banks Darren and I had accounts, and the amounts in these accounts.

23.2 As appear from the NPA's preservation and forfeiture applications the allegation is made that the Israeli Police approached the NPA for assistance. There can be no doubt that the freezing of our Israeli funds was done unlawfully, and so that we would be rendered powerless and unable to afford legal representation with regard to the Millar attacks on us, am able to survive financially.

23.3 It has only been due to the assistance of family outside South Africa that we have managed to survive.

23.4 The allegations were that the funds in our accounts were "the proceeds of crime", and that the "crime" was that we had contracted with clients to charge them common law contingency fees, and that presumably on account of the de la Guerre judgment holding such agreements to be invalid, what had always been and what still was exclusively a civil matter, in the opinion of South Africa's NPA suddenly metamorphasized into a crime.

23.5 In addition the fact that at least half the funds had been deposited into our accounts before January 2007 from which the NPA alleges that we – of course only Darren and I —not our partner Stephen Bezuidenhout and not the 10 employed attorneys in our Practice, had overreached every client whose claims were finalised during the period December 2006 – March 2016, by a uniform 10%.

23.6 For the record I did not handle any client matters personally from the time I became President of the Law Society in 2005 onwards, given that my Law Society commitments, 'rain making' function and media obligations making this impossible.

23.7 Further by way of a transparently obvious reverse engineering process, the NPA by trial and error had settled upon the period December 2006 – March 2016, as during that period the amount of client settlement transferred in the firms trust account, 10% just happened to equal at the rand dollar exchange rate on a particular day in July 2017, the USD equivalent amounts in our Israeli bank accounts.

23.8 We are contesting the unlawful freezing of our funds in Israel and in South Africa and our lawyers in both jurisdictions are confident that our applications to have the freezing orders dismissed will succeed.

23.9 The application by the South African National Prosecuting Authority to seize our lawful Israel savings was heard by an acting judge, whose application to the South African Judicial Services Commission for a permanent appointment as a judge was refused.

23.10 A video of his interview is available on the website www.judgesmatter.co.za and will be found under the link https://www.judgesmatter.co.za/october-2016-interviews/jsc-candidates/advocate-malindi-sc/

23.11 A synopsis of the interview on the Judges Matter website, which is maintained by the University of Cape Town Law School states as follows:

- "Advocate Gcina Malindi's anti-apartheid credentials and long association with the ANC dominated his entire interview.

- It started when it was explored by Commissioner Panyaza Lesufi, the Gauteng Education Minister who asked Malindi if this would shade his adjudication of matters.

- But the opposition party politicians on the commission appeared to have the bit between their teeth regarding Malindi's political background which had also included acting as the "national initiator" — a sort of "national prosecutor" — for the ANC in internal disciplinary matters.

- These included involvement in, it was revealed during questioning by Advocate Dumisa Ntsebeza SC, the disciplinary hearing that led to former ANC Youth League leader Julius Malema — a Judicial Service Commission member — being kicked out of the party.

- The DA's JSC representative, commissioner Hendrick Schmidt pointed out that Malindi's questionnaire and application form was "sprawled with ANC" commitments, including his membership, imprisonment, roles filled in various bodies, and working as a trustee of the family trusts of the ANC's Tokyo Sexwale, amongst others.

- Schmidt asked Malindi whether this deep involvement with the ANC would create the impression among the public that he would be biased towards the ANC (i.e. the South African government – Organs of state – The National Prosecuting Authority)*.

- Malema later took to interrogating Malindi with a sledge-hammer, rather than a scalpel. Suggesting that Malindi's appointment would add to "the narrative that the judiciary is captured" and that he would be a considered a "Sexwale appointment" Malema suggested that Malindi go through a "cooling off period" before applying for a position on the Bench".

23.12 The basis upon which the NPA sought to seize our lawful after tax and South African Reserve Bank compliant life savings held in an Israeli bank, was obviously engineered, entirely artificial and without merit.

23.13 The challenge faced by the NPA was how to link our Israeli funds, to money received by the Practice in respect of damage/compensation pay outs due to Practice clients, and then to try and concoct some wrong doing on our part, so as to enable it to allege that the money in the Israeli accounts was the proceeds of crime.

23.14 The problem that the NPA had and still have, is that not a single Practice client has alleged that any of their trust monies were misappropriated, or that they were defrauded of same.

23.15 Further that not a single one of the Practices thousands of former clients has ever lodged a claim against the Legal Practitioner Fidelity Fund, which is a fund created by the Attorneys profession to reimburse clients whose trust funds were misappropriated by their attorneys.

23.16 Undeterred by the facts, the NPA set about engineering a fabricated scenario on the following basis:

23.17 They knew that the amount in our Israeli bank accounts totalled some USD $8million, and therefore some calculation had to be contrived to link that $8million to money received by the Practice,

23.18 By process of trial and error, the NPA was able to find a period during the Practices existence, in which it had received payments from the Road Accident Fund in respect of damages, due to clients totalling an amount of which 10% on a particular day in July 2017

* My comments

And based on the Rand/Dollar exchange rate on that day, would equal R96.9 million.

Had the calculation been done a month earlier or a month later, given the enormous volatility of the Rand, a very different net amount would have resulted, which demonstrates the obvious artificiality of the NPA's contrived scenario.

23.19 The next problem which the NPA had, was what allegations of misconduct/theft/fraud it could *cook up*, so as to characterise the money in our Israeli banking accounts as the proceeds of crime.

23.20 Of course another problem faced by the NPA but simply ignored by it, and for that matter the acting judge who heard the application was that the Court appointed Curator/manager to our Practice had reported in November 2016 and on an ongoing basis, that the Practices Trust account balanced to the cent, i.e. no trust money was missing and that no client had laid any claims against the Attorneys Fidelity Fund, so the question might properly be asked from whom had the money which was in our Israeli banking accounts been stolen?

23.21 Undeterred by the facts as objectively found to exist by the Practice Curator, the NPA astonishingly alleged that Darren and I alone and excluding our partner Stephen Bezuidenhout and the 8 lawyers employed by the Practice , and ignoring the fact that the vast majority of Practice clients were attended to by our partner Stephen Bezuidenhout, the practice 8 employed lawyers, and that I had personally not represented any client from the time I was elected President of the Law Society in November 2005 – had overreached:

- Unnamed clients

- Of unspecified amounts
- On unspecified dates
- Absent any substantiation by a specialist senior Plaintiff personal injury lawyer that any client had been overreached by the fictional and cumulative 10% of the damage pay outs received on behalf of clients by the Practice from the Road Accident Fund in respect of various clients during the engineered period December 2006 to March 2016.

23.22 A simple exercise based on the actual way in which a legal Practice operates quickly exposes the NPA's allegations for the absurd nonsense they are.

23.23 In order to do so I refer to paragraph 30 - 36 of my affidavit dated 16th August 2017 filed in court in response to the NPA's ex parte freezing/preservation application and in which I state as follows:

30. "I record that the credits that were eventually credited into the bank account of the Bank (after all income tax amounts had been paid to SARS) were from the following sources:-

30.1. Dividends that RBP declared to me as one of its shareholders; and

30.2. Unutilised income from RBP arising from my employment as an attorney for RBP and directors' fees.

31. I furthermore record the monies that were deposited into the Account did not always flow directly from RBP's business account i.e. these funds flowed through other financial institutions which were authorised to transfer funds from South African banking institutions and to eventually be received by the Bank into the Account.

THE BASIS UPON WHICH GOUWS CALCULATES THE EXTENT OF THE MONIES ALLEGEDLY STOLEN BY RONALD AND DARREN

32. In paragraph 66 of his affidavit Gouws "assumes" that the "matters handled by" Darren and I resulted in an over- reachment of the RBP's clients equal to 10% of the gross amount paid by the RAF to RBP i.e. the sum of R96 911 828.91 ("the Theft Amount").

33. At the outset, I record that:-

33.1. I personally, since 2006, never managed (handled) any of the files relating to the clients of RBP; and

33.2. the files of RBP were handled by Darren, Bezuidenhout and a number of admitted attorneys (professional assistants) employed by RBP; and

33.3. it was on rare occasions that RBP contracted Common Law contingency fee agreements percentage amounts with clients of 30% of the award plus VAT(as I am no longer a director or RBP and as my estate has been sequestrated I do not have the ability to access the books and records of RBP to determine the exact number of arrangements with RBP clients on the aforesaid basis); and

33.4. approximately 50% of the clients of RBP were not contracted with RBP on a percentage fee basis i.e. the arrangements with those clients were on a fixed fee basis and at a specific rate.

34. Gouw's calculation of the alleged Theft Amount is flawed and without in any way conceding the correctness of the Theft Amount the Theft Amount must be reduced by the following amounts :-

34.1. 14% of VAT that would have accrued i.e. the sum of R13 567 656.04; and

34.2. 28% of company tax R23 336 368.40; and

34.3. 10% of dividend tax R6 000 780.44 (this dividend tax percentage increased to 15% during the period of the alleged Theft Amount); and

34.4. 25% dividend due to the other shareholder of RBP (S Bezuidenhout) – R13 501 756.00.

34.5 access bond amounts on Australian properties transferred from Australian banks – R10,212,115.00 (A$978,172.00 at R10.44 to the A$)

34.6 The credit amount of my daughters account R1,237,808.00 (A$118,564.00 at R10.44 to the A$)

35. Deducting those amounts indicated in 33.1 to 33.4 (should be 34.1-34.6) , on the Applicant's own version (which I dispute) the extent of the alleged thefts by Darren and me of monies from ex-clients of RBP is the sum of R40 505 268.03.

36. Notwithstanding the aforegoing the Applicant has unlawfully and improperly sought to preserve the credit amount in the Bank Account and the bank account of Darren which have a Rand equivalent value of app R99million."

Further in my affidavit filed in court opposing the NPA's forfeiture application I provide an illustration of how a hypothetical R1million damages received by the Practice from the Road Accident Fund on behalf of a Practice client would have been dealt with.

For the purposes of the example, the extent of the award is indicated to be R1M and which amount the RAF pays to the Practice on behalf of the ex PI Claimant of the Practice and the extent of the fee (including VAT) that the Practice raises is R350K(i.e. a 35% contingency fee inclusive of VAT as opposed to a hypothetical 25% contingency fee inclusive of VAT) and which on the NPA's version includes an overreach of 10%:-

Extent of the fee (including VAT)	R350 000.00
Less VAT	R42 982.45
Sub Total:	R307 017.55
Less overhead costs of the Practice(50%)	R152 508.77
Sub Total	R153 508.78
Less Company Tax (28%)	R42 982.45

Sub Total	R110 526.33
Total (That remains to be paid to shareholders all those amounts after deduction as indicated hereinabove)	R93 947.39
Less 25% dividend to Bezuidenhout	R23 486.84
Total	R70 460.55

23.24 It also needs to be stated that included in the money in Darren's account at Bank Mizrahi was an amount of AUD $978 172.00 , and which were advances paid to Darren by two Australian banks by way of mortgage loans secured over two Australian properties registered in Darren's name.

23.25 Notwithstanding that the NPA was wholly unable to demonstrate any factual link between money paid to the Practice by the Road Accident Fund and the money held in our Israeli bank accounts, any link between an alleged 10% fee overreach charged to any specific Practice client, or clients cumulatively and the money in our Israeli bank accounts,

- the independent, objective and factual reports by the Court appointed Curator/Manager to our Practice that there was no misappropriation of any money from any Practice client,

- or any client alleging that to be the case,

- or any claim by any client against the Legal Practitioner Fidelity Fund:

23.26 Acting Judge G Malindi ruled that all the money is our Israeli bank accounts was indeed the so called 10% overreach.

23.27 Although there was absolutely no evidence that any particular client had been overreached, or that there had been any claims by the South African Receiver of Revenue against the Practice in respect of Income Tax, or for that matter against Darren and I, Malindi AJ went on to state that "The Bobroffs' had the necessary intention to overreach and to conceal or evade paying tax on the proceeds of their illegal activities" and further " The respondents contend that there is no evidence of VAT or tax evasion nor of money laundering. Especially the intention to commit any of these crimes has not been demonstrated.

23.28 This is so because the respondent believed that the CLCF agreements were permitted and lawful. The contention is without merit. I am satisfied that the schematic way *(there was no evidence whatsoever as to how, and in respect of which clients there was any schematic way in which any single client whatsoever had been overreached) in which the clients of the practice were overreached and the manner of concealing the origin of the funds (by effecting inter-account transfers which were disguised as section 78(2A) investments) reveals the respondent's intention,

*(It would appear that the acting judge must have overlooked paragraphs 28.1 – 28.7 of my affidavit filed in the NPAs Preservation/Freezing application, and which was incorporated into the forfeiture application where I deal with the section 78 (2A) investment account, and which was a one off instance and in respect of which I stated the following:

Paragraph 28.1

"The success of the business of the Practice was such that it eventually accumulated profits in excess of R32M".

Paragraph 28.2

"It was agreed between Darren, Bezuidenhout and me that this amount would not be made available to us (as shareholders) through the declaration of dividends, but rather would be retained as a cash asset if the Practice".

Paragraph 28.3

"The sum of R32M did not include any VAT amount due by the Practice to SARS, i.e. this amount consituted fees nett of VAT that the Practice had generated from time to tiem and which the Practice did not require to meet its ongoing and future overheads, i.e. after the relevant fee invoices had been raised and processes, the aggregate amount of a number of fee

invoices were then transferred from the trust banking account of the Practice into the business banking account of the Practice".

Paragraph 28.4

" Darren, Bezuidenhout and I resolved that this amount would be retained by the Practice as an assets and would be placed in an interest bearing account (when I made the relevant enquiries with the business banker of the Practice, he advised me that Stanlib offered the highest return on monies invested with it , but subject to such monies being identified as a Section 78 (2) A investment) (amounts that could be invested in this manner would be amount that constituted trust funds paid by a client into the trust account of an attorney and where after the client concerned required the interest amount that accrued thereon to be paid to it – the attorney would exercise control over this account, but in the event that the attorney defrauded the client concerned by misappropriating the funds in that investment account, then the client concerned would have no claim against the Attorneys Fidelity Fund of South Africa)".

Paragraph 28.5

"Arising from the aforegoing, the sum of R32m was transferred from the business banking account of the Practice into the trust business account of the Practice and where after it would have been transferred into a designated banking account (conducted in the name of the Practice and under the name "Zunelle")".

Paragraph 28.6

"Subsequent to an extensive tax (including VAT audit) and lifestyle audit (into Darren, Bezuidenhout, Darren's spouse and me) undertaken by SARS into the financial books and records of the Practice, and into our books and records, the Zunelle account was closed and the credit proceeds were transferred into the business banking account of the Practice – I record that SARS had raised no "issues" as regards the existence of the Zunelle account and more particularly did not levy any penalties of whatsoever nature (I draw attention to the fact that in terms of Section 73 of the POCA the Applicant has the ability to interact with SARS but it is clear from the report of Gouws that he had not done so)".

Paragraph 28.7

"I would also mention that from time to time, Stanlib issued IT3 B certificates indicating the credit interest amounts that accrued on the credit amount in the Zunelle account conducted by it with Stanlib – the interest that accrued on the credit amount in the Zunelle account was taken into account by the Practice, in the relevant financial years, for the purpose of determining and paying income tax to SARS and which income tax was in fact paid to SARS".

13.24 I attach as Annexure 37A an affidavit by RBP accountant Andrew Fischer in which he confirms that all interest earned on the funds in the Zunelle account was fully disclosed to SARS and in the normal course of business annually, and all income tax amount in regard thereto have been paid)

The respondents had the necessary intention to overreach and to conceal or evade paying tax on any portions of the proceeds of their unlawful activities."

*(Again I point out as I did in paragraph 13.23 above that despite the NPA having conducted an intensive audit of the Practices books of account going as far back as 2010, had audited all the Practices archived client files going back to 2011, and had apparently been investigating the Practice and its directors since Discovery's attorney George van Niekerk opened a criminal docket against us in April 2013; and despite three and a half years going past from the date on which the NPA had access to Practices books of account and files, was not able to produce evidence that:

- Unnamed clients
- Of unspecified amounts
- On unspecified dates
- Absent any substantiation by a specialist senior Plaintiff personal injury lawyer that any client had been overreached by the fictional and cumulative 10% of the damage pay outs received on behalf of clients by the Practice from the Road Accident Fund in respect of various clients during the engineered period December 2006 to March 2016.

There being no evidence whatsoever of any Tax evasion. In fact in paragraph 28.6 page 81 of my opposing affidavit in the forfeiture application I state as follows: "I draw attention to the fact that in terms of Section 73 of the POCA the Applicant has the ability to interact with SARS", and no response or denial whatsoever was received from the NPA in that regard

13.25 Our attorney immediately launched an application for leave to appeal that judgment which he described to the media as a "travesty of justice" and "This is deprivation of property of the worst kind"

13.26 For the record neither Darren nor I have ever been charged with any criminal offence, and as you will note from a letter dated 11 May 2018 from senior criminal lawyer David Bayliss, our absence from South Africa is no barrier to charges being brought against us. His letter is attached hereto as Annexure 38.

13.27 I again need to emphasise that not all Practice personal injury clients were charged common law percentage fees, as many elected to be charged on a straight rate per hour basis, alternatively requested that a fee and a net pay out to them be agreed at the time of settlement or judgment in their favour.

13.28 Further the statutory regulatory bodies being the Law Society of the Northern Provinces and the Law Society of Free State, had from 2002 until mid-2013 permitted, promoted and encouraged their members to utilise common law percentage contingency fee agreements, where 25% was the guideline, but percentage fees higher that that were however expressly permitted, as you will note from a letter addressed by the Law Society to the then Deputy Judge President of the High Court dated 1 August 2011 and which is attached as Annexure 39.

13.29 In February 2011 the Cape Law Society publicly announced that it had decided to follow the approach of the Law Society of the Northern Provinces, so that by then some 90% of all practising attorneys in South Africa were permitted to utilise these agreements, and did so.

13.30 I again record that LSNP President Mr Jan janse van Rensburg had stated in his affidavit deposed to in the de la Guerre matter that as at the date thereof "some two hundred thousand claims are lodged against the Road Accident Fund annually, primarily by attorneys, and that from 1998 to date in excess of one million claims would have been lodged by attorneys on behalf of their clients".

13.31 It needs to be stated that all of my and Darren's Israeli funds which have been frozen have been fully regularised by the South African Reserve Bank in terms of its Special Voluntary Disclosure Program.

13.32 Darren and I are wholly innocent of any unprofessional conduct, and have been vindicated repeatedly by the Court appointed Curator to our Practice, and the Legal Practitioners Fidelity Fund, as not having misappropriated a cent from Practice clients.

JUDGEMENT BY THE SUPREME COURT OF APPEAL

An appeal was lodged against the finding by Malindi AJ who granted the confiscation order on the strength of an allegation that the firm had systematically over charged its clients by 10%. In doing so it relied on the bald allegation of a former bookkeeper that there was such a systemic practice. No evidence was provided to support that allegation.

Despite independent evidence having being placed before Malindi AJ, as also the Appeal Court that the bookkeeper in question – Bernadine van Wyk aka janse van Rensburg, aka Berger's was a serial fraudster who had been bribed by attorney Anthony Millar on behalf of Discovery, to *set us up* and her allegations also having being negated in the report by the Law Society's inspector, both Malindi AJ and the Appeal Court simply ignored this material evidence which casts serious doubt on the credibility of anything stated by van Wyk.

Malindi AJ, who one would assume, as a practicing advocate would have been aware that 70% of South Africa's practicing attorneys had for more than a decade, been permitted and encouraged by their statutory regulatory bodies to enter into common law contingency fee agreements with their clients, and that such form of agreement was standard throughout the profession in respect of personal injury claims; nevertheless rejected the contention in our opposing affidavit that we at all times (in common with the Law Society's of the Northern Provinces, Free State Law Society, Black Lawyers Association and Supreme Court of Appeal judge Malcolm Wallis amongst others), believed that common law contingency fee agreements were permitted and lawful when he stated "the contention is without merit"!

On the other hand in its judgment, the Supreme Court of Appeal placed no reliance on the alleged systemic overcharge, instead it relied on an unsupported allegation, made by the same bookkeeper, that the firm engaged in a standard practice of debiting a fictitious R15 000(AUD 1350) disbursement for postage and petties. This despite the fact that the curator of RBP found no evidence of such a practice.

In the application for leave to appeal, to the Constitutional Court, against the Supreme Court of Appeal's judgment, the above errors were clearly spelled out. Despite this, the respondent,

the NDPP, elected not to address this. It contended only that the application should be dismissed because the forfeiture was moot, the Israeli authorities having confiscated the assets pursuant to their own procedures, and that the appeal did not raise any triable constitutional issue.

In its decision, refusing leave to appeal, the Constitutional Court did also not address the merits of the application for leave to appeal. It ruled that the appeal did not raise any triable constitutional issue.

One fails to understand how the Constitutional Court judges had failed to appreciate that far from the appeal not raising any triable constitutional issue, it went directly to the heart of the Bill of Rights which in section 25 thereof prohibits arbitrary deprivation of property.

It is hard to conceive of a more profound contravention of Section 35, than the State being permitted to seize our substantial life savings, absent a shred of evidence that Darren and I had committed any criminal offence generating the so called "proceeds of crime", nor linking such fictional proceeds with the money in the Israeli bank account.

Indeed even the Israeli State attorney despite the alacrity and zealousness in which it had acted to freeze our savings held at bank Mizrahi, and colluding with South Africa's National Prosecuting Authority to share the spoils (our money), in return for the NPA's "cooperation" eventually admitted in a letter dated 6 April 2021 from its advocate Yael Bitton addressed to the NPA and others in South Africa that "Unfortunately, it was ultimately determined that this investigative avenue was not viable, since it was not possible to establish a link between said assets and the offences allegedly committed by Bobroff in South Africa."