1. **Allegations that Ronald and Darren had misappropriated vast amounts of trust money from clients of Ronald Bobroff and Partners Inc.**

These allegations were not true, and the evidence is that no trust funds whatsoever were misappropriated.

A report prepared by the curator/manager appointed by the court on 23 March 2016, to take over the administration of the practice of Ronald Bobroff and Partners Inc.'s trust account, after Ronald and Darren left South Africa in March 2016, and issued in November 2016, he and his staff having had eight months within which to conduct a thorough investigation into the practices affairs and books of account, states that:

"**Detailed accurate reconciled records have been maintained and is available on request. On 10 October 2016 a month end and year ending September 2016 report was compiled and all the balances were in place. A system integrity check was also performed and all was found to be in order. Similarly a month end report was compiled for the end of October 2016, and all balances correlate**".

"**As at 4 November the firm has trust liabilities in the amount of R13, 130, 113-97 and trust assets in the amount of R13, 130, 064.94. The shortfall of the amount of R47.03 relates to VAT on bank charges which is being rectified".**

It is therefore clear that no trust money (money belonging to practice clients), was missing.

Click to view relevant extracts from the Curators report.

The Legal Practitioners Fidelity Fund

This is a fund which was established by the attorney's profession, to refund clients whose attorneys had in the course of representing such clients misappropriated/stolen trust moneys from them.

The curator reported that he had been in communication with the Fidelity Fund and that "**No claims have been lodged with the Attorneys Fidelity Fund, and the Attorneys Fidelity Fund is being kept appraised of the attendances made by the Curator and his department and the status of the winding up of the practice of Ronald Bobroff & Partners Incorporated Attorneys".**

In response to enquiries from attorney John Cameron, then representing Ronald and Darren the Fidelity Fund stated in its letter dated 15 June 2020 that "**We confirm that we have no contingent claims registered against your clients**".

Further enquiries were made from the Fidelity Fund as to whether any RBP practice clients had lodged claims against the fund, alleging misappropriation/theft of trust money from them, and the Funds responses appear below.

28 August 2018

"I refer to your enquiry as to the status of any claims having being submitted and paid by the **Attorneys Fidelity Fund** as a result of allege theft of trust moneys.

- I wish to confirm that the High Court of Pretoria appointed me as *curator bonis* of the practice Ronald Bobroff and Partners on 24 March 2016 in terms of which *inter alia* the trust account(s) were placed under my control and to administer any claims of trust creditors. Click here to view letter

I wish to confirm that there are no legitimate claims of misappropriation which to date have been made against the Attorneys Fidelity Fund…"

- **4 June 2019**

  "I refer to your enquiry and wish to advise that there are no pending claims submitted to the Legal Practitioners Fidelity Fund nor any claims previously paid by them". Click here to view

- **15 June 2020**

  " We confirm that we have no contingent claims registered against your clients". Click here to read

- **15 March 2023**

  " We hereby confirm that there have been no legitimate claims lodged against the Legal Practitioners Fidelity Fund by any one of Bobroff & Partners Inc.'s former clients Click here to view

2. **Civil and Criminal charges in South Africa**

   Attorney Richard Spoor who has represented the Bobroff's for years, states that no criminal charges have ever been brought against either of them.

   In particular Mr Spoor emphasised that the fee agreements used by the practice of RBP Inc., was absolutely and fully compliant with the rulings made by the Law Society of the Northern Provinces – which was their statutory regulatory body.

   Further that such agreements were used by more than 74% of all the Law Society's 16 000 members, and was the norm for more than twelve years.

   Finally, there have never been any civil charges against the Bobroff's, and accordingly none have ever been noted by the court appointed curator/manager to the practice of Ronald Bobroff and Partners Inc.

3. **The allegation that Ronald Bobroff and Partners Inc. acted unethically in utilising Common Law Percentage Contingency Fee Agreements – no win – no fee**

   Agreements between an attorney and client, in terms of which the attorney agreed to represent the client on contingency – i.e. no win-no fee, on the basis that the attorneys fee would be calculated entirely as a percentage of damages recovered for the client, were in fact actively permitted and promoted by the Law Society of the Northern Provinces, and the Free State Law Society, together regulating approximately 70% of all South Africa's practicing attorneys.

   The Law Society of the Northern Provinces (formerly the Transvaal Law Society):

- published rulings in June 2002 (click to view)and October 2003 (click to view)to this effect,
- filed a 49 page affidavit in court, in both the *Monamodi* case, in which attorney Dion Goldschmidt's Law Society compliant common law percentage contingency fee agreement had been challenged, as also in the *de la Guerre* matter, where RBP's similarly Law Society compliant common law percentage contingency fee had been challenged.
- Emphasised the validity of such agreements and the public interest being served in providing access to justice through easily understandable and practical common law contingency fee agreements,
- Noted that the attorney's fee on a successful outcome of a matter would be a percentage of the damages recovered for the client – with 25% serving as a guideline,

- Conducted a survey of the extent to which its members utilised common law percentage contingency fee agreements, and which survey indicated that more than 74% of its members **only** used such agreements in personal injury claims,
- Further noted that such fee agreements were the norm in the United States of America, when it stated:
  "That consequent upon decades of screening on South African television and cinema circuits of American legal programs depicting various forms of contingency fee litigation , for example Erin Brokovitch, A Civil trial and others the South African public have become exposed to the concept of the simple, fair and workable American Percentage Contingency Fee Agreements. The Law Society has in turn been informed by many of its members that clients request that members enter into such agreements, rather than the complicated agreement provided for in terms of the Contingency Fees Act after the details of the agreement in terms of the aforesaid Contingency Fees Act have been discussed with clients". click to view

We have also been provided with a copy of a letter from the Law Society dated 12 October 2011, to judge Willem van der Merwe (click to view), then deputy judge president of the Gauteng High Court, and in which the Law Society states as follows:

"**The Council has been of the view since 2002 and remains of the view that it will not be unprofessional conduct for attorneys to make use of common law contingency fee agreements outside the Act. Whilst the Council published suggested guidelines for such common law agreements, the guidelines were simply that i.e. guideline, and did not seek to prescribe what a common law agreement could or could not include".**

"For example, although no minimum or maximum percentage is prescribed and given that attorneys and their clients are free to negotiate a contract in the same way as any other contract between competent parties, we indicated to our members that should the 25% cap referred to in the Attorneys Act, be exceeded, it will have to be justified, having regard to the various aspects which will have to be considered. This will inter alia include the complexity of the matter, the overhead cost structure of the firm, the extent off the disbursements to be covered by the attorney, the anticipated period that the attorney would have to carry such disbursements and wait for payment of fees, as well as other criteria such as those referred to in Rule 80 of the Law Society's rules".

It is therefore clear that the common law percentage contingency fee agreements used by Ronald Bobroff and Partners, were ethically and regulatory compliant with the Law Society's rulings and guidelines.

4. **Alleged unprofessional conduct**

We have been supplied with copies of letters issued by the executive director of the Law Society of the Northern Provinces, Mr. Thinus Grobler, dated 1 February 2013 (click to view)and subsequently confirmed this again on 16 October 2018 (click to view the relevant extract)in which he states as follows: "**I hereby wish to confirm that I have perused the disciplinary records of the Law Society and that the partners of the above practice (Mr. R Bobroff, Mr. D R Bobroff and Mr. S Bezuidenhout) have, since the practice was established on 1 October 1975, never been found guilty of unprofessional conduct by the Law Society**" .