LAW SOCIETY EXPOSES DISCOVERY, AND EDWARD NATHAN'S GEORGE VAN NIEKERK, AS BEING BEHIND THE ATTACK ON RONALD, DARREN AND RBP INC.

EXPLOSIVE QUOTES FROM PRESIDENT MABUNDA'S AFFIDAVITS - CLICK HERE TO READ

1. **"No matter what it takes, no matter what its costs, we (Discovery) will destroy you all"**

A threat repeatedly uttered by Discovery's Jeffrey Katz, to RBP Director Stephen Bezuidenhout, Darren Bobroff and Advocate Nazeer Cassim S.C during a matter where Cassim represented the firm.

The reason for the threat was Ronald and Darren's inadvertent exposure of decades of institutionalised defrauding of members of Discovery Health who had sustained injury in road accidents, by Discovery's Broomberg, Schwartzberg and Katz.

2. "**The Trust account balances to the cent " - no client funds misappropriated whatsoever**

Extract from the report of the Curator appointed by the Court to the Practice of Ronald Bobroff and Partners Inc, after Darren and his family and Ronald, were forced to flee South Africa for fear of their lives, after receiving threats which could only have come from sources connected to Discovery.

3. "**No claims have been lodged with the Attorneys Fidelity Fund" - This is a fund set up by the Profession to repay clients from whom their attorneys stole money.**

Extract from the Court appointed Curator/Inspectors report concerning the Practice of RBP Inc.

The Curators report clearly exposes the malicious lies and defamation pumped out by Discovery's proxies, Attorney Anthony Millar, Anthony Beamish, Ant Katz, as also by spokespersons of the National Prosecuting Authority and the Hawks, that " hundreds of millions of Rands had been stolen", and subsequently even more absurd allegations, that the amount stolen had by October 2016 been found to have exceeded R1 billion! ; to be dishonest fabrications.

Sadly the South African Jewish Report has been captured by Discovery, and has become little more than a mouth piece for the drivel put out by Beamish. Given that its controlling board includes Shawn Mattison,

Discovery executive and others who have business and/or personal relationships with Discovery and its directors, it is no accident that within days of Beamish's drivel being published, as had been the case since 2016, firstly online in Moneyweb, followed the day after in the Citizen, and then religiously, or perhaps not so religiously but disgracefully in the Jewish Report.

This publication is now regarded widely within South Africa's Jewish Community as being little more than a scandal sheet, and a forum for those who control the publication and their friends, to stroke each others egos by way of fawning articles of praise. Never mind that some of the recipients of the praise, have a long history of being scoundrels.

One wonders why recent reports in the media complete with photographs of three senior Jewish Advocates who were exposed by the courts taxing master as having charged eight times more than the law permits , did not merit a one liner, let alone a full page as is always the case with Darren and Ronald Bobroff.

Similarly an alleged massive tax fraud engineered by Edward Nathan for the benefit of Christo Wiese, a director of the disgraced Steinhoff group of companies, as also unnamed Edward Nathan members, has so far not merited a single mention in the Jewish Report online, or heaven forbid in print and one awaits with interest to see whether this will ever occur.

The total amount of money received by the Practice from the Road Accident Fund in respect of compensation obtained for clients, together with that portion of the costs payable by the Road Accident Fun in respect of the accounts of all experts and advocates whose services had been utilised during the period, was approximately a Billion Rand for the decade December 2006 - March 2016.

Therefore the allegations above of theft of a Billion Rand, that would have the astonishing result that not one of the Practices thousands of clients, over more than a decade would have received a cents compensation, and not a single advocate or medico legal expert would have been paid, **as we together with our partner Stephen Bezuidenhout ,would have pocketed the entire Billion Rand!**

That such nonsense should be publically alleged by the National Prosecuting Authority, leads one to understand why it has been constantly under attack in the Courts and by various public interest bodies committed to the rule of law as being incompetent, riddled with corruption and serving agendas other than those which South Africa's constitution requires it to follow.

A number of key and senior officials of the NPA and the Hawks have been found guilty of corruption by the courts, and the head of the NPA currently faces a court application to remove him from office.

* Refer to the section on Forensic Investigator Paul O'Sullivan below.

4.**The charging of common Law percentage contingency fees of between 25-30% on damages recovered for clients by RBP Inc, is theft! -** This allegation has been made by Discovery proxy, shady ambulance chaser Anthony Millar who has previously and continues to overcharge the vulnerable, and often illiterate black road accident victims, he touts from Natalspruit Hospital.

Far from limiting his fees to the 25% of the damages recovered for the client as the Constitutional Court finally ruled in February 2014 to be the maximum contingency fee permissible, Millar's unlawful common law contingency fee agreement specifically states in paragraph 1.2 that "The fees on an attorney and own client scale will be calculated on a time basis and in this respect I understand "any other basis" means:- "that it is not limited to a fee relative to", "the amount involved (as the amount involved shall not in any way be taken into account nor shall it have any effect on this agreement or the rate charged".

Click (www.toutingattorneys.co.za) to view some of the interviews with his touted clients

It is clearly no coincidence that the N.P.A has parroted Millar's allegations, in a malicious High Court application brought by it, unlawfully seeking to misappropriate our lawful offshore lifesavings, as Millar's co-conspirator Discovery's attorney Mr. George van Niekerk of ENS Cape Town who has made the same allegations, is known together with his brother who is a senior N.P.A prosecutor in Cape Town to have brought extensive pressure to bear on the N.P.A, so as to further Discovery's agenda that "no matter what it takes, no matter what it costs, we will destroy you all", be fulfilled.

Significantly, and notwithstanding that the Law Society has confirmed in affidavits filed in court, that more than 74% of its 16 000 members would only represent personal injury clients on a Common Law Contingency percentage basis, and which the Law Society permitted, promoted and encouraged from 2002 to 2014, one wonders why the Council of the Law Society, controlled by Discovery since 2015 to date (click here to read how that was achieved); has failed to attack or strike off any other one of its thousands of members, but only targeted us after it was hijacked by Discovery in October 2015.

Many observers have wondered why the NPA have not attempted to freeze or seize RBP Director and shareholder Stephen Bezuidenhout's

funds and/or assets, given that Bezuidenhout's share in the Practice was greater than that held by Darren Bobroff, and that Bezuidenhout received millions from the Practice by way of salary and dividends, most of which was exported to Malta to purchase two multi million Rand flats.

Further to the extent that Bezuidenhouts money was earned from the Practices Common Law Contingency Fee income, if for arguments sake that fee income was regarded by the NPA as the proceeds of crime, Bezuidenhouts assets to the extent that they were purchased with the proceeds of such income, would also then be subjected to freezing and seizure by the NPA and Assets Forfeiture unit.

It should be clearly understood that any allegation that any fee income earned by the Practice was the proceeds of crime is absurd and denied, but the example is given simply to illustrate how mysterious it is as to why Bezuidenhout has been left untouched by the NPA.

The answer to this is that the NPA is clearly, and at the very least strongly under the influence of Discovery, and its attorneys Edward Nathan as it has only sought to attack two directors of Ronald Bobroff and Partners Inc., being Ronald and Darren Bobroff, as has consistently been the case by Discovery and its attorney George van Niekerk.

Similarly Millar who acts on the instructions of Discovery/van Niekerk in the furtherance of Discovery's vendetta against Ronald and Darren Bobroff, and in return for having successfully received protection against being struck off the roll of attorneys by the captive Law Society, and also being rewarded by being appointed to Discovery's so called panel attorneys, which is nothing other than a sophisticated touting scam, has similarly only attacked Ronald and Darren Bobroff.

Within days of Ronald and Darren and his family, as a consequence of terrifying and credible threats, and which can only have come from sources within Discovery, were forced to flee for fear of their lives, Millar met with Bezuidenhout and Zimerman who had entered into an agreement previously to purchase the Practices current client files, but which agreement Discovery's attorney van Niekerk had urgently applied to the court to set aside.

RBP auditor Mr Andrew Fischer was also present at that meeting held at the Practices office on the 31st March 2016.

In his affidavit which may be viewed by clicking here, Mr Fischer describes how Millar abused his Discovery engineered position as President of the Law Society for personal financial benefit, to intimidate and to thereafter entice Bezuidenhout and Zimerman to enter into a fraudulent agreement with him, the effect of which would be to enable Millar on behalf of his Masters at Discovery and ENS to obtain judgments based on fraudulent

agreements with Bezuidenhout and Zimerman, against Ronald and Darren Bobroff.

These judgments would then be, and were used by Millar to attach Ronald and Darren's assets, and also to terrorise Ronald's wife, by repeatedly sending the Sheriff of the Court with instructions to attach and remove the 30 year old contents of her home.

The deal proposed by Millar was that with regard to Zimerman, in return for Zimerman fraudulently, and unethically colluding with Bezuidenhout to abandon the valid agreements in terms of the Contingency Fees Act entered into with those former RBP clients who Millar had touted and incited to challenge RBP's fees, was that Millar would see to it that the Law Society would permit Zimerman to retain all the RBP client Road Accident Fund matters which had been transferred to Zimerman , to remain with him, notwithstanding that it was clear that the application brought by Discovery to set aside the sale of such files by RBP to Zimerman would succeed. Indeed Millar kept to his part of the bargain.

The reward for Bezuidenhout for his betraying Ronald Bobroff with whom he has served his articles of clerkship in 1976, had joined as partner from 1989, and who had grown rich and comfortable thanks to Ronald's ability to build the Practice into one of the most successful personal injury Practices in South Africa, was that Millar being the President of the very Law Society who had applied to the court to have Bezuidenhout struck off the roll of attorneys, was perversely that Millar would see to it that Bezuidenhout was not struck off the roll, and Millar permitted Bezuidenhout's attorney Mr Trevor Fagri to draft the affidavit for Millars signature, and which was then filed in court in the striking matter effectively opposing Bezuidenhout being struck off, and to no one's surprise in what a senior colleague was in court reported in a "choreographed" sequence of events including a remark by one of the judges that "Bezuidenhout was little more than an employee of RBP" (despite Bezuidenhout being a man in his sixties, having been a partner with the Practice since 1989, running his own Practice within the Practice, with his own team under his direct control, coming and going as he pleased, seemingly always away on holiday and most definitely his own boss, was hardly "merely an employee"), but so skilful was the web of deceit woven that Bezuidenhout was presented as one of the three monkeys who see, hear and know no evil.

No prizes for guessing why the NPA has ignored RBP partner Mr Stephen Bezuidenhout's Millions of Dollars in offshore assets in Malta(a clue - Bezuidenhout permitted himself to be captured by Discovery proxy Millar, for personal financial and other benefit), click here to read an affidavit by RBP Practice auditor Mr Andrew Fischer exposing the collusion between Bezuidenhout and Millar.

Regrettably the captured Law Society Council and its legal representatives, in addition to deliberately withholding the Curators report from the Court which struck us off by default, after denying us an opportunity of being heard, they likewise also failed to bring to the Courts attention the fact of its having permitted, promoted and encouraged the use of identical fee agreements utilised by RBP and thousands of the Law Society's members, it's 49 page affidavit filed in court click here to view in the landmark de la Guerre Case in support of the lawfulness and public benefit brought about by common law percentage contingency fee agreements, as well as the emphatic endorsement by a highly respected Supreme Court of Appeal Judge Malcom Wallis in a paper in September 2010 and where he stated;

"Whilst we have a statute that regulates this topic, it is badly drafted and generally ignored by the attorneys who act on Contingency. In practical terms these attorneys conduct litigation on a no win no fee basis where, at the successful conclusion of a case, they will tax a convention 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"

This being the case, how could it ever be alleged that the use of such agreements was improper, let alone, absurdly, theft?

5. In a letter written by the Law Society to the Pretoria High Court Deputy Judge President on the 12th October 2011, strongly justifying its support of common law percentage contingency fee agreements it stated:

"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 Act, be exceeded, it will have to be justified, having regard to the various aspects which will have to be considered such. This will inter alia include the complexity of the matter, the overhead cost structure of the firm, the extent of 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.

Following the judgment given in the matter of PricewaterhouseCoopers Inc./ National Potato Co-Operative Ltd. by the Supreme Court of Appeal and the lack of certainty as to whether a Court would uphold common law contingency fee agreements as a result thereof, we have cautioned our members to provide for alternative fee agreements with clients in the event that the common law agreement was disputed or ruled invalid by a Court".

This threat which was made by Discovery's in-house medical costs debt collector Mr Jeffrey Katz, and as referred to at the beginning of this site, "no matter what it takes, no matter what it costs, we will destroy you all" ,was made repeatedly after Darren and Ronald Bobroff, whilst defending clients Mark and Jody Bellon, against Katz and Discovery's fraud and bullying, inadvertently exposed decades of institutionalised defrauding by Discovery Health of its members who sustained injury in road accidents.

As stated below, this exposure led to thousands of attorneys advising hundreds of thousands of their clients that were Discovery members, that they were not obliged to give in to Katz's threats to deprive them of accident generated medical care, and this in turn according to a letter written by Katz to the Law Society in 2011, led to the amount which Discovery had been extorting out of its members who had sustained injuries in road accidents, dropping to 25% of what had been the case prior to the criminal and fraudulent conduct by Katz and his employers being exposed. See the extract of the letter below and Click here to read the entire letter

"Discovery is suffering ongoing, mounting harm as a result of the Society's failure to date either to withdraw or to correct the LSSA notice circulated at the start of the month. We confirm that, since the LSSA notice Discovery has recovered less than 25% of its usual recoveries of past medical expenses for a corresponding time period

Ironically, Katz who was accused in affidavits made by a number of RBP clients of attempting to bribe them into turning against us, and maliciously threatened and defamed us from 2011 to date, whilst portraying himself as a paragon of virtue, recently exited his position as national chairperson of the South African Jewish Board of Deputies under questionable circumstances.

Katz who had been a member of the Council of the South African Board of Jewish deputies for fifteen years , including two years as its national chairman, together with Mr Doron Joffe, the boards treasurer and longstanding board council member(also coincidentally a partner in Discovery's attorneys Edward Nathan), accused the board of financial irregularities.

One is puzzled how such an accusation can be made, given that Katz fails to explain how this startling fact had never previously come to his or Joffee's attention during the many years that they had both been members of the Jewish Reports board.