

## STATEMENT

I, undersigned,

MARK BELLON

do hereby state as follows:

1. I am a member of Discovery Health Medical ("Discovery").
2. After I was involved in a motor vehicle accident, and whilst I was in intensive care my wife was contacted by persons representing Discovery who demanded that she sign an undertaking compelling me to make a claim against the Road Accident Fund and reimburse Discovery whatever medical costs it had or would pay relating to my accident.
3. The demand was accompanied by a threat to immediately terminate medical care to me and to reverse the cost of any treatment which I had already received because of the accident.
4. I did pursue a personal injury claim and instructed Attorneys Ronald Bobroff & Partners Inc. The claim was successfully finalized.
5. I instructed my Attorneys not to furnish any undertaking to reimburse Discovery or its collection agents as I did not believe they were entitled to this given that I had never at any stage prior to joining, on joining or at any time thereafter ever been informed that my benefits excluded non-illness generated medical care or that same were subject to exclusions and conditions.
6. I was recently approached by Alan Jacobson, an acquaintance of mine, employed at Discovery, who informed me that Jeff Katz ("Katz"), wished to meet with me to discuss my unhappiness with Discovery. I thereafter received subsequent communications from Katz via Jacobson as set out below.
7.
  - 7.1 Katz stated that Ronald Bobroff & Partners were secretly retaining money in respect of medical costs without disclosing this to clients and that they would do the same to me.

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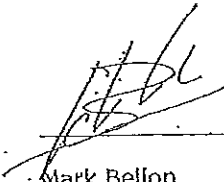
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- 7.2 That Katz was prepared to have Discovery waive any claim against me with respect to the amount of approximately R500 000,00 they had, and were demanding from me in respect of medical expenses.
- 7.3 The Impression I got was that Katz was very emotionally involved and wanted to "buy" me off so that I be used by him to neutralize Ronald Bobroff in his endeavours to protect his clients, as also the clients of other Attorneys, who had been and were being harassed for payment of monies by Discovery/Katz under circumstances the same as applied to me.
- 7.4 It was further my understanding that Katz was very concerned that it would become public knowledge and that the Registrar of Medical Schemes Council would also become aware that Discovery had not and was not complying with the Medical Schemes Act.
- 7.5 I understand that the Act requires medical schemes to see to it that prospective members and members are fully informed as to exclusions or conditions applicable to benefits and of course, that members initially receive a detailed summary of the rules of the scheme and the rules themselves. Clearly this never happened prior to and during my membership of the scheme.
8. I confirm that I am entirely satisfied with the service I have received from RBP Inc, the outcome of my case and the fees and disbursements charged to me.
9. I believe that Discovery/Katz's conduct in threatening and seeking to Intimidate Discovery members who have suffered the misfortune of sustaining injury in a road accident, especially at a time when such members may be fighting for their lives, is immoral and wholly unethical, if not illegal.
10. I have been advised that a substantial portion of the medical costs which Discovery/Katz have been demanding from me fall under Prescribed Minimum Benefit Care and which may not be refused or made conditional in terms of Regulation 8 (10) of the Medical Schemes Act.
11. My wife, who was the recipient of the threats I refer to in paragraph 7 above will sign at the foot hereof to confirm the aforesaid.

SIGNED AT JOHANNESBURG THIS 30<sup>TH</sup> DAY OF JUNE 2011

AS WITNESSES:

1. 

  
Mark Bellon

2. 

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Jody Bellon

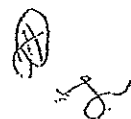
## AFFIDAVIT

I, the undersigned

DEAN ALMEIDA

do hereby make oath and state as follows:

1. I sustained injury in a road accident on the 11 April 2006.
2. My fiancé contacted RONALD BOBROFF & PARTNERS INC to request their assistance in advising me with regard to the lodgment of a personal injury claim against the road Accident Fund.
3. My claim was attended to by DARREN BOBROFF of RONALD BOBROFF & PARTNERS, from whom I received a courteous, helpful and thoroughly professional service.
4. My claim took a number of years to finalize and involved numerous medico legal experts engaged by RBP at their sole cost and risk.
5. RBP also engaged an Advocate to represent me and my claim proceeded in the normal way to a High Court Trial eventually becoming finalized on the 28 November 2008.
6. Thereafter Darren recovered the damages and legal costs which the Road Accident Fund were required to pay and I received a full and comprehensive accounting in respect of all monies recovered as also RBP's fees and disbursements.



7. Some two years after my claim was settled I was contacted by Bonny who informed me that she was employed by Discovery Medical Aid ("Discovery") and that I owed Discovery money.
8. She requested me to meet with J Katz, of Discovery and a meeting took place in due course.
9. Katz informed me that I owed Discovery money. I enquired how this could be so as I had paid premiums for years to Discovery specifically to cover me for medical care and which I had at all times believed would extend to medical care required as a result of injuries sustained in a road accident.
10. Katz brushed this off and said I was obliged to reimburse Discovery because "it's in your contract". I responded that no one representing Discovery from their Broker onwards had ever told me that I would not be entitled as of right to medical care arising out of a road accident or that such right was subject to terms and conditions. Katz simply ignored this comment.
11. Katz then proceeded to interrogate me as to how I came to instruct RBP. He was very keen to say that I had been approached by them and he went on to say that *Lawyers wait in Hospital reception areas or get others to wait and recruit clients like that and that this practice is common, but illegal.*
12. As I had been on strong pain killers when in Hospital, I couldn't exactly remember and I told him so but I subsequently ascertained from her that she had seen RBP/Netcare informative pamphlets at the Hospital offering advice and she had called the Helpline and requested assistance.

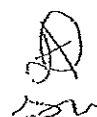


13. Katz then proceeded to imply that RBP were ambulance chasers and remarked to me *Can you see where I am going here, what kind of Practice goes about business like this.* I responded to Katz that I had worked with Darren Bobroff for some years on my claim and that *I would say that RBP was a great Practice.*
14. Katz and Bonny asked me to attend another meeting with them because *they wanted me to see their Attorneys to take Bobroff to Court because they said you misled me.* I was not able to attend the meeting.
15. I was called again and informed Bonny that she should refrain from contacting me further and refer all enquiries and communications to my Attorneys RBP. Within minutes after my sending the email to her to this effect she again called me and tried to convince me to come to the meeting with Katz. Katz then came onto the line and became aggressive saying that I owed them money and Bobroff and I are responsible for this outstanding amount. I agreed to a further meeting just to get them off my back and I note that Katz and Bonny phoned me several times during that week notwithstanding that I had specifically requested them to only communicate with my Attorneys RBP.
16. On the morning on which the meeting was due to take place Bonny phoned me to confirm my attendance and I indicated that I would not be able to attend.
17. Katz then phoned me and was very aggressive. He demanded of me "what do you think you are doing, do you want to make this easy for yourself or hard", I asked him to explain and he responded "if you work with us and our attorneys you won't be responsible for the amount



because you were misled". I responded that in my view that it was Discovery who were the ones misleading and harassing me.

18. I have reflected carefully on my interactions with Katz as referred to above and I am satisfied that he was trying to bribe me into assisting him in attacking RBP by offering to relieve me of any obligation to pay Discovery any amount i.e. "if you sit with us and our attorneys you won't be responsible for the amount because you were misled".
19. I am entirely comfortable with every respect of my relationship with RBP and that I was not misled in any way whatsoever and there was full and ongoing disclosure every step of the way and a full and proper accounting.
20. I have enquired from my Attorneys as to what steps, if any, can be taken to discipline Katz for what I consider to be conduct wholly inappropriate with that of a Legal Officer employed by a Public Company.
21. I have been informed that Katz is in fact an admitted Attorney and that I am at liberty to lodge a complaint documenting his conducted as aforesaid with the Law Society of the Northern Provinces.
22. As a lay person I believe his conduct in seeking to involve me by way of an enticement to relieve me of any obligation to pay Discovery any money in return for being untruthful and claiming to have been misled by RBP is shocking and disgraceful conduct on the part of an attorney, let alone a lay person.
23. I accordingly request the Law Society to institute appropriate disciplinary action against Mr J Katz.





IN THE SUPREME COURT OF APPEAL OF SOUTH AFRICA  
(HELD AT BLOEMFONTEIN)

SCA CASE NO: 20366/2014  
COURT A QUO: 61790/2012

In the matter between:

RONALD BOBROFF & PARTNERS INC	First Applicant
RONALD BOBROFF	Second Applicant
DARREN BOBROFF	Third Applicant

and

JENNIFER GRAHAM	First Respondent
MATTHEW GRAHAM	Second Respondent
THE LAW SOCIETY OF THE NORTHERN PROVINCES	Third Respondent
ROAD ACCIDENT FUND	Fourth Respondent

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SUPPLEMENTARY AFFIDAVIT

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I, the undersigned,

STEPHEN BEZUIDENHOUT

do hereby make oath and state as follows:

1. I am a director of the first applicant and I am authorised to depose to this affidavit on behalf of the applicants.
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2. The facts set out in this supplementary affidavit fall within my personal knowledge, save where the context indicates otherwise and are to the best of my belief both true and correct.
3. I am advised that the applicants do not have a right to file a supplementary affidavit in response to the respondents' replying affidavit, unless this Honourable Court permits the acceptance of this additional affidavit. I submit that it is in the interest of justice to permit this brief affidavit, dealing with new matter and facts pertaining to the main issues in dispute.

#### Ad the answering affidavit of George van Niekerk

4. The applicants' case is that the order made in paragraph 3 ("the offensive order") is over broad and not sustainable by reference to the issues in the application. This order is an abuse because it entitles not the applicants, but Discovery Health, represented by Mr van Niekerk, to pursue a personal agenda against the applicants.
5. In paragraphs 26 and 27 of Mr van Niekerk's affidavit resisting the application for leave to appeal to this court, Mr van Niekerk seeks to exclude and downplay the role of Discovery Health by referring to the applicants' case as *"the apparitional role of Discovery Health and its "vendetta" against them"* and *"the prolix references to Discovery Health, and the hauntings of prejudice contended for by Ronald Bobroff & Partners Inc ("RBP") and the Bobroffs"*. Mr van Niekerk's case, in his own words, is that *"Discovery Health is not a party to this litigation – directly or indirectly"*;

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6. I submit that Mr van Niekerk is wrong and misleading the court. First, to the knowledge of Mr van Niekerk in the court *a quo*, it was the Law Society which made the telling point that Mr van Niekerk is not acting in the interest of the applicants, but was pursuing a case for Discovery Health.
7. Secondly and subsequent to the judgment being delivered on 15 April 2012, Discovery Health addressed a letter to RBP's clients on 13 May 2014, a copy of which is attached hereto marked "SB1". I pray that the contents of "SB1" be considered by this Honourable Court in support of my contentions.
8. I point out to this court that despite diligent enquiries on my part from colleagues, who conduct significant personal injury practices in Gauteng, a similar letter to that of "SB1" has not been sent by Discovery Health challenging other attorneys who have utilised common law contingency fee agreements.
9. RBP has publicly decried Discovery Health's failure to disclose to its members the implications of its Rule 15.6.1 which contains exclusions entitling Discovery Health to refuse its insured members and their dependents any medical care which is due "to the act of another" unless the member agrees at his or her risk and cost to claim on Discovery Health's behalf against the alleged wrongdoer for repayment of all medical costs paid by Discovery Health for the member's treatment. RBP has contended that this is in contravention of the provisions of the Medical Schemes Act and materially prejudices the interests of the members of Discovery Health.
10. I also wish to draw to the attention of this Honourable Court the fact that at the hearing of the application to the Court *a quo* for leave to appeal on 30 June 2014,

the head of Discovery Health's Road Accident Fund Medical Costs Recovery Department, Mr Jeffrey Katz, told me and my partners, Ronald Bobroff and Darren Bobroff, the following:

*"Don't waste your time with appeals. We are going to destroy you all".*

11. In these circumstances, I pray that the court permits the receipt of this additional affidavit.



STEPHEN BEZUIDENHOUT

THUS DONE AND SIGNED BEFORE ME AT JOHANNESBURG THIS 22<sup>nd</sup> DAY OF SEPTEMBER 2014, AFTER THE DEPONENT DECLARED THAT HE IS FAMILIAR WITH THE CONTENTS OF THIS AFFIDAVIT AND REGARDS THE PRESCRIBED OATH AS BINDING ON HIS CONSCIENCE AND HAS NO OBJECTION AGAINST TAKING THE SAID PRESCRIBED OATH. THERE HAS BEEN COMPLIANCE WITH THE REQUIREMENTS OF THE REGULATIONS CONTAINED IN GOVERNMENT GAZETTE R1258 DATED 21 JULY 1972 (AS AMENDED).



COMMISSIONER OF OATHS

FULL NAME:

ADDRESS:

DESIGNATION:

YOLANDA STEFFENS  
COMMISSIONER OF OATHS  
PRACTISING ATTORNEY  
149 OXFORD ROAD  
ROSEBANK, JOHANNESBURG  
REPUBLIC OF SOUTH AFRICA



13 May 2014

Dear Sir or Madam

**UNLAWFUL CONTINGENCY FEES**

We have been advised that you were previously a client of the firm Ronald Bobroff and Partners. As you may be aware, there has been significant media attention on this firm, in particular with regards to the manner in which it levied fees on its clients.

In the recent Constitutional Court matters of SAAPIL v The Minister of Justice and De La Guerre v Ronald Bobroff and Partners, Ronald Bobroff and Partners' common law contingency fee agreements with its clients were declared unlawful. The effect of these judgments is that a number of former clients of Ronald Bobroff and Partners have probably been severely overcharged.

The extent of the overcharge depends on what a reasonable fee would have been for the legal work actually performed by Ronald Bobroff & Partners in each particular matter. As an illustrative example: in the recent High Court case of Bitter NO v Ronald Bobroff & Partners, it was suggested that the fee charged by Ronald Bobroff & Partners amounted to 25 times that which they would ordinarily have been entitled to.

Should you wish to have the fee charged to you by Ronald Bobroff & Partners assessed, we suggest that you contact Ronald Bobroff & Partners directly and request the firm to provide you with a detailed statement of account for work actually performed. Alternatively, you can employ the services of another attorney to contact Ronald Bobroff and Partners on your behalf.

For your further information we attach the judgment of Bitter NO v Ronald Bobroff and Partners where Justin Bitter was successfully represented by Anthony Millar of Norman Berger and Partners Attorneys.

Should you require any further details, please feel free to contact Discovery Legal Services per return e-mail on [legal\\_services@discovery.co.za](mailto:legal_services@discovery.co.za).

Yours faithfully,

Discovery Legal Services

155 West Street, Sandton, P.O. Box 126721, Sandton 2146, Tel 0560 99 68 77 or 011 123 6377 (Client Services), (011) 529 7658 (Switchboard) Fax (011) 570 2956, [www.discovery.co.za](http://www.discovery.co.za)

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Discovery Health (Pty) Ltd. Registration number: 1997/013480/07