

**RONALD BOBROFF
& PARTNERS INC.**
**THE MEDICAL MALPRACTICE AND
PERSONAL INJURY CLAIM ATTORNEYS**

Est. 1974

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Docex 153, Jhb

OUR REF:- MR R BOBROFF/rs

YOUR REF:-

30 July 2015

MR T GROBLER, DIRECTOR LSNP

SUSANL@lsnp.org.za

MS M MALATJI, HEAD DISCIPLINARY DEPARTMENT

THE LAW SOCIETY OF THE NORTHERN PROVINCES

PER EMAIL motila@lsnp.org.za

Cc MR S S MADBIDA

smadiba@mweb.co.za

BY HAND – PER REGISTERED MAIL – PER EMAIL

Dear Sirs/Madam

RE: COMPLAINT AGAINST ATTORNEY JEFFREY KATZ

We advise as follows:

1. On 16 June 2015, at approximately 13:30 RBP Director, Darren Bobroff and his family including his two children and some friends were seated at the Grand Central Café Restaurant at Melrose Arch.

DIRECTORS: MANAGING - RONALD BOBROFF B.A. LL.B (WITWATERSRAND),

STEPHEN BEZUIDENHOUT: B PROC (WITWATERSRAND);

DARREN BOBROFF: B.A LLB (WITWATERSRAND),

PROFESSIONALLY ASSISTED BY:

VANESSA VALENTE: BA LLB (WITWATERSRAND); PHILIPPA JANE LEISEGANG: B.A. LLB (UN);

MARIANGELA VENTURI: B COM LAW, LLB, H Dip (Tax) (UJ);

INTERNAL ACCOUNTANT: NATASCHA DA COSTA;

ESTABLISHED 1974

(Reg. No. 2001/021719/21 – Vat No. 463 0204974)

2. Discovery Health Administrators employee, Jeffrey Katz and his family were also patrons at the same restaurant. Katz walked up to the table at which Darren Bobroff and his family were seated and made the following threats and statements:
- a. **"You are going to jail";**
 - b. **"The Hawks are onto you and will be arresting you soon";**
 - c. **"You have no idea how many of your clients we have";**
 - d. **"The fund are investigating you and the CEO Eugene Watson hates you. I don't know why he hates you so much";**
 - e. **"We (Discovery) will never stop. We have unlimited money";**
 - f. **"I know about Van Der Merwe and the ten per cent you gave him";**
 - g. **"We know about your account in Hong Kong with R350 million";**
 - h. **"You have never won anything against us and Millar and by now you should know why";**
 - i. **"You briefed Hellen's because you need a criminal counsel";**
 - j. **"We will see to it, no matter what it takes, that the Grahams will never have to face Hellens at the Law Society";**
 - k. **"You should pay back the contingency fees money you stole from your clients to reduce your sentence";**
 - l. **"We have seen to it that Anthony Millar will be your next Law Society President and De Broglio, Vice President."**
 - m. **"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";**
 - n. **"Why do you think every complaint against you guys by us and Millar is acted on quickly and you are always before Committees?"**
 - o. **"We know exactly what happens and when it happens at Council meetings, and in the Disciplinary Department, and you would be very worried if I told you what our friends are doing for us at the Law Society".**
-

3. Darren Bobroff's children were extremely traumatised by Katz's statement "You are going to jail". In particular his youngest son, who is five years old, now won't leave his father's side, insists on sleeping with him, and weeps when Darren leaves for work.
 - 3.1 Katz's threats in which he clearly speaks for his employer, Discovery Health, as noted in paragraphs 2c, e, g, h, j, l, n and o above, confirm, despite apparent perjury by its Attorney, Mr George Van Niekerk of ENS, Cape Town, as referred to below and in paragraph 5.1, that Discovery Health, through its in-house attorney/debt collector, Katz, is indeed behind every attack launched against the writer, Darren Bobroff and RBP Inc under the pretext of "assisting" RBP former client, Mr Graham, as also conspiring with Millar to attack our LSNP compliant common-law contingency fee agreements.
 - 3.1.1 Discovery's Attorney, Mr George Van Niekerk of ENS, Cape Town had stated on oath in a 49 (11) application brought by him against the Law Society and the writer and the Practice of RBP on the 30 October 2014 under case no. 2012/61790 that, "I reiterate that Discovery Health is not a party to this litigation directly or indirectly".

DOCUMENTED AND CIRCUMSTANTIAL EVIDENCE OF DISCOVERY HEALTH'S VENDETTA AGAINST RONALD AND DARREN BOBROFF AND RBP INC, EXECUTED THROUGH ITS EMPLOYEE, MR JEFFREY KATZ, ITS ATTORNEY MR GEORGE VAN NIEKERK OF ENS CAPE TOWN, IN COLLUSION WITH PROXIES, MR ANTHONY MILLAR AND MR BEAMISH

4. 4.1 Where reference has been made to subject matter in the above heading, this substantiates by reference below to specific portions of affidavits filed in Court by the Law Society, Van Niekerk and Mrs Graham, that what has actually occurred in various fora, and at the Law Society, during the four and a half year vendetta conducted by Discovery and its proxies; gives credence to the content of Mr Katz's threats and statements in paragraph 2 above.
 - 4.2 It is surely no coincidence that Katz has been present in Court together with attorneys Millar and Berger, and Discovery proxy "reporter" Beamish, in every matter litigated against RBP by Millar. This notwithstanding that the litigation did not involve a Discovery member.
 - 4.3 Similarly, it was no coincidence that Messrs Millar and Berger were seated together with Katz and Beamish in Court, during the arguing of matters in which Messrs Millar and Berger were not involved in any way whatsoever.
 - 4.4 Having regard to the above, taken together with the fact that Millar, Katz and Beamish have consistently communicated with each other concerning attacks on

the writer, Darren Bobroff and RBP Inc, via email, twitter and What's Apps, **INCLUDING** Millar's tweet to Katz and Beamish detailing the confidential LSNP Resolution, 26 June 2015, to inspect RBP's books; **much of what Katz states in his threats resonates with what has actually occurred in various fora, and in respect of the special resolution at the LSNP AGM to force an election of the statutory councillors thereby creating an opportunity for Millar to become a councillor, and the subsequent special meeting of members events, within the Law Society Disciplinary Department concerning Millar/RBP, and the Council Resolution of the 26 June 2015.**

5.
 - 5.1 Whereas Mr Van Niekerk has stated on oath as referred to in paragraph 3.1.1 above that "I reiterate that Discovery Health is not a party to this litigation directly or indirectly", he has stated exactly the opposite in a press release issued by him on the 29 October 2012 headed "**Statement by Mr George Van Niekerk, Director ENS**" - "**ENS (Edward Nathan Sonnenbergs) was instructed by Discovery Holdings to assist a number of the members of the Discovery Health Medical Scheme, who were former clients of Ronald and Darren Bobroff of Ronald Bobroff & Partners Inc attorneys ("RBP")**".
 - 5.2 Further, Mrs Graham stated on Page 19 of her founding affidavit in the Application against RBP/LSNP, prepared by Van Niekerk, in **Case No. 61790/2012, at paragraph 88.3** "**Discovery had engaged George to represent such of its members as might wish to have their fee arrangements with RBP reassessed. The service would be provided at no cost to such members**" i.e. **Discovery would be funding Mr Van Niekerk's services.**" Mrs Graham also makes reference in her affidavit to interactions with Mr Katz and involving the Grahams. It is of course, Van Niekerk who has at all times been instructed by Katz who has been present with him in Court, in respect of every proceeding against us.
 - 5.3 It seems clear that Mr Van Niekerk, having previously been accused by the Law Society in the Graham matter as having perjured himself, has done so again.
6.
 - 6.1 Significantly, the Law Society itself has deposed in affidavits filed in the Graham application, that such application, and by implication all actions in the Grahams' name conducted by Mr Van Niekerk – who is invariably the deponent in all the substantive affidavits, rather than the Grahams, - were effectively done at the instance of, and for the benefit of Discovery, and not former RBP client, Mr Graham, as per the untrue media statements put out by Discovery's CEO Broomberg, Katz, Van Niekerk and Beamish. See **Affidavit dated 04 April 2013 – paragraph 10.5 in the Graham matter under Case No. 61790/2012 –**

"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 Bobroff)."**

- 6.3 It is therefore clear that all the Court, Media and Law Society attacks/complaints against the writer, Darren Bobroff and RBP Inc, since 2011 to date, emanate from Katz, on behalf of Discovery, **DIRECTLY** via Katz's instructions to Van Niekerk; and **INDIRECTLY** via instructions given by Katz to Millar, invariably targeting RBP clients/ Discovery members, who were charged Law Society compliant common-law percentage fees by RBP.
- 6.4 Notwithstanding the above, and incontrovertible evidence to the contrary, Mr Van Niekerk continues to persist in the farce that, Mr Graham and his wife are his real clients in the normal course of events, notwithstanding that:
- 6.4.1 The Grahams do not make the substantive affidavits in all the court proceedings launched in their names,
- 6.4.2 Van Niekerk deposed to virtually every substantive affidavit in the multitude of proceedings instituted by himself, instructed and paid by Discovery, and masquerading as proceedings brought on the instructions and for the benefit of Mr Graham;
- 6.4.3 the Grahams have not attended numerous of the proceedings, at the Law Society allegedly brought at their instance for their benefit by Van Niekerk;
- 6.4.4 the Grahams do not attend the Court proceedings in respect of applications brought in their names and ostensibly for Mr Graham's benefit. In particular they were not present for the full three days of argument in the Pretoria High Court from 27 – 29 January 2014.
- 6.5 The collusion and common purpose between Discovery/Katz and Millar as a proxy for Katz, is graphically apparent from the fact that Katz with his entire compliment of staff, and Messrs. Berger and Millar, together with all their professional staff, were present for the full three days, at the Graham Court hearing in January 2014, **AND IN FACT AT EVERY SINGLE COURT HEARING** conceived, formulated and launched by Mr Van Niekerk, instructed and paid by Discovery; notwithstanding that they, (Berger and Millar), had no involvement whatsoever in those matters.
- 6.6 As was stated by Legal Official Jaco Fourie in September 2014 when speaking with the writer, despite the unprecedented media campaign waged by Discovery and its proxies against the writer in September 2014 and RBP Inc, commencing 2011 onwards, **there had not been during the intervening four years A SINGLE COMPLAINT AGAINST THE PRACTICE OF RBP, FROM ANY PERSON OTHER THAN THE FEW RBP CLIENTS WHO FELL INTO MILLAR'S HANDS, AND OF COURSE, BY VAN NIEKERK IN RESPECT OF MR GRAHAM AND HIS WIFE.**
- 6.7 Significantly that remains the position to date, despite Discovery harnessing yet others of its proxies, Mr Beamish, who surprisingly suddenly became employed by

Carte Blanche in January 2015, and other individuals at carte blanche – every one of whom is beholden to discovery in one way or another - to launch a vicious, false and Discovery tailored attack on the writer and RBP Inc, this portrayed us – despite the writer furnishing all involved at Carte Blanche, with chapter and verse proof of the widespread and ethically proper use by vast numbers of attorneys of exactly the same agreements - as the only attorneys in the Country who had utilized common-law contingency fee agreements, and were therefore to be regarded as rogues for doing so.

7.
 - 7.1 We point out that this is not the first occasion that Katz on behalf of Discovery has made threats. As will be noted in paragraph 10 of an affidavit attached hereto marked "A" and which was deposed to by RBP director, Mr Stephen Bezuidenhout, on 22 September 2014, and annexed to court papers involving the Discovery funded and instigated "Graham complaint", Katz uttered the threat, ***"Don't waste your time with appeals. We, (Discovery), are going to destroy you all"***.
 - 7.2 At the hearing of an application in the De La Guerre and De Pontes matters, brought against our Practice by Mr Millar as part of his ongoing attacks on our Law Society compliant common-law fee agreements, we were represented by Advocate N Cassim SC. **As is always the case with any proceedings against our Practice by Discovery's proxies Berger and Millar, Mr Jeffrey Katz was present in court, gloating, grimacing and doing his best to provoke our Practice staff.**
 - 7.3 **At the conclusion of the hearing, Advocate Cassim SC engaged opposing counsel and attorney in an attempt to see if matters could be amicably resolved. Mr Katz, then present with Millar, informed Advocate Cassim SC "that we (referring to Discovery) will destroy the Bobroffs, no matter what it takes". Advocate Cassim reported this to the writer, and indicated that he will be available to testify accordingly.**
8. Having regard to the fact that:
 - 8.1 Millar was immediately aware, directly after the Council meeting of the 26 June 2015, of a resolution passed by the Council of the LSNP to conduct a further inspection of our Practice's books;
 - 8.2 Millar immediately communicated that fact to Discovery's Katz, and Discovery's media pawn, Beamish, via tweets attached marked "B" and "C";
 - 8.3 Katz enquires from Millar, in his tweet at on 26 June "whether it, (the Resolution), included comm", obviously referring to a proposed inspection/witch hunt, **(also sought by Discovery in its so-called recent "Counter Application")**, with

regard to our use of LSNP compliant common-law fee agreements, and Millar responds "yes";

- 8.4 Certain elements within the LSNP Disciplinary Department, have since 2012, deliberately and astonishingly, ignored overwhelming evidence of strikable misconduct on the part of Messrs Berger and Millar, on the one hand, but on the other, respond swiftly and vigorously to all complaints by Discovery's Jeffrey Katz, its Attorney George Van Niekerk and proxy Mr Millar, against the writer, Mr Darren Bobroff and other members of the Practice.
- 8.5 Complaints by Milar/Katz/ Van Niekerk, no matter how frivolous and male fide – even such as to require the Law Society to take action against us, for doing precisely that which the Law Society, for more than ten years, permitted and encouraged its members to do, i.e. charge our clients contingency percentage fees complying with the norm of 25% or a few per cent more in accordance with Law Society guidelines - invariably has resulted in appearances before investigating committees and/or a disciplinary committee, usually on minimum ten days' notice.

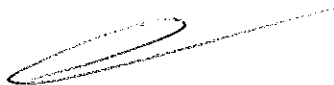
We are concerned that Katz's allegations in paragraphs 2e, 2h, 2j, 2l, 2m, 2n and 2o above, may well have substance.

9. We accordingly request the Law Society to urgently investigate Katz's threats and conduct, as referred to above, as also how Millar contemporaneously received information about the resolution passed at the Council meeting on the 26 June 2015, and as referred to above. We sincerely hope that these will be viewed in the serious light same merit, given the fundamental governance and corporate integrity issues raised regarding the functioning of the Law Society and its Disciplinary Department.
- 10.
- 10.1 Having regard to the content of the tweets, which are attached, and referred to above, and which were published by Millar to Katz and Beamish, within minutes of the Council meeting 26 June 2015 adjourning, it is clear that Mr Millar has a **direct source** of contemporaneous and confidential information about the content of Council meetings.
- 10.2 One can only hope that this will finally stir the Law Society into dealing swiftly and decisively with this ongoing and shocking breach of Council confidentiality and integrity by Mr Millar and whoever are/is his accomplice/s. A previous serious breach of the confidentiality of council business has already been perpetrated by Mr Millar, who came into unlawful possession of correspondence between the writer, the Director and member of a special Law Society Committee set up to deal with DJP Van Der Merwe's Contingency Fee Practice directives. This also needs to be properly investigated by Council now as there may well be a common factor involved.

11. The Council should utilize its power to summons Millar and Katz to appear before it or MANCO, sitting as an Investigating Committee, and to explain on oath, how Millar became aware, within minutes of the meeting being adjourned, of the 26 June 2015 resolution referred to, and which he refers to in his tweets attached. Also with regard to the letter to the Director referring to the above.
12. Mr Katz should also be summonsed to appear before such committee separately, so as to explain on oath the factual basis on which he made the threats to Darren Bobroff, and to elucidate those statements and threats which seem to clearly indicate a breach of the integrity of Law Society staff and/or processes. These are to be found in paragraphs 2h, 2j, 2l, 2m, 2n and 2o.
13. Further that we be permitted to attend and be represented at such investigative hearings, given that the information obtained by Millar was of a highly confidential nature and related to our Practice. It has always been Council policy that an inspection of an attorney's books is treated with extreme circumspection, confidentiality and sensitivity.
14. None of that is now possible, given the serious breach of confidentiality resulting from Millar being informed by Law Society sources, of the proposed inspection, and his publishing this to Katz and via Beamish, to the world at large.
15. Similarly if Katz's allegations in 2h, 2j, 2l, 2m, 2n and 2o are true, and events during the past few years strongly suggest this to be the case, the ramifications will sure be most far reaching in numerous respects.

Kindly acknowledge receipt hereof and keep us informed as to what action the Council proposes taking against Messrs Millar and Katz.

Yours Sincerely



RONALD BOBROFF & PARTNERS INC.

"A"

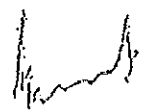
6. I submit that Mr van Niekerk is wrong and misleading the court. First, to the knowledge of Mr van Niekerk in the court *a quo*, it was the Law Society which made the telling point that Mr van Niekerk is not acting in the interest of the applicants, but was pursuing a case for Discovery Health.
7. 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,

1 8

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 22nd 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

"B"

Anthony Millar retweeted



Jeff Katz @Jeffkatz10 Jun 21

[@zunnelle](#) [@TonyBeamish](#) [@consumerfumer](#) [@femin9](#) money can run , but can't hide.

10:57 AM - 21 Jun 2015 Details

hide conversation 3 retweets 1 favorite

1. [Jeff Katz](#) retweeted

Anthony Millar @zunnelle Jun 26

[@TonyBeamish](#) [@consumerfumer](#) [@femin9](#) [@Moneyweb](#) LSNP Council has today voted to inspect books of [#Bobroff](#)

o RETWEETS3

o

8:41 AM - 26 Jun 2015 Details

Reply to [@zunnelle](#) [@Jeffkatz10](#) [@TonyBeamish](#) [@consumerfumer](#) [@femin9](#) [@Moneyweb](#)

Who's in these photos?



2. **Jeff Katz** @Jeffkatz10 Jun 26

[@zunnelle](#) [@TonyBeamish](#) [@consumerfumer](#) [@femin9](#) [@Moneyweb](#) LSNP making a virtue of a necessity following court orders ordering the inspection

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3. **Jeff Katz** (@Jeffkatz10) Jun 26

@zunnelle better late than never.



4. **Jeff Katz** (@Jeffkatz10) Jun 26

@zunnelle does that include or exclude comm?

Anthony Millar (@zunnelle)

2015/06/27, 2:11 PM

@femin9 @consumerfumer @TonyBeamish The vegetarian chapter will be called "Caravanners Crudites"

Anthony Millar (@zunnelle)

2015/06/27, 12:28 PM

@consumerfumer @TonyBeamish @Jeffkatz10 @femin9 @Moneyweb Luckily our favourite journalist got a 1TB present for his birthday so no hiding

Anthony Millar (@zunnelle)

2015/06/26, 5:47 PM

@Jeffkatz10 I suspect we may hear there were 350 million reasons to have done this 3 years ago

Anthony Millar (@zunnelle)

2015/06/27, 6:19 AM

@Jeffkatz10 Yes - For 10 % some people will do anything

Jeff Katz retweeted

Tony Beamish · tonyBeamish Jun 14

#AdrianGore of @Discovery_SA receives Geneva Forum for Health Award.

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