AFFIDAVIT

I the undersigned,

BERNADINE VAN WYK

Identity Number: 651016 0075 083

Make oath and state as follows:

- I am a major female bookkeeper. I am presently residing at 41 10th Street Alberton North Street Alberton.
- I am presently employed as a bookkeeper for Ronald Bobroff & Partners Inc of 37
 Ashford Road Rosebank Johannesburg. I have been in the employ of Ronald Bobroff & Partners Inc since 16 September 2010.
- I have been a legal bookkeeper for the past 25 years, both in full-time employ and in a freelance capacity.
- I make this affidavit as a "whistle blower" as defined in the Protected Disclosures
 Act No 26 of 2000.

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- 5. The criminal conduct which I witnessed at the practice of Ronald Bobroff & Partners Inc ("RBP" or "the firm") was reported by me to the relevant authorities on 15 May 2012.
- 6. Subsequently it became apparent to Ronald Bobroff that someone in the firm had disclosed their wrongdoing and he started a witch hunt, which has included two rounds of compulsory polygraph testing for his "staff" and culminated in my suspension on 27 September 2012 and a subsequent disciplinary hearing on spurious grounds on 17 October 2012.
- 7. The manifold, serious and ongoing breaches by Ronald and Darren Bobroff of the provisions of the Attorneys Act, VAT Act, Companies Act and Income Tax Act, specifically in relation to proper bookkeeping and accounting to clients are manifest and will be readily apparent to any independent forensic investigator.
- 8. Ronald Bobroff distracts blame from himself by suggesting that his bookkeepers are at fault, when in fact he is the author of the accounting transgressions. During the time of my employment at Ronald Bobrff & Partners it became apparent to me that Ronald Bobrof was able to his unlawful activities by either employing very junior bookkeepers who were unable to stand up to him or by changing bookkeepers every 18 months to 2 years. In this way every time a complaint is raised it appears that he has blamed his previous bookkeepers for any irregularities.



- 9. He boasts frequently to the staff at the firm that the Law Society of the Northern Provinces will not act against him as its Past President and current Councillor and has even boasted to me that he has Judges who are friends of his who will make sure that nothing happens to him. He usually made this boast after he had purportedly met one or other Judge for lunch but the staff were never told the names of the Judge or Judges concerned.
- I anticipate that he will blame me, and his previous bookkeepers, and hence I invite
 this Honourable Court to appoint a forensic auditor to ascertain the truth.
- I suspect that countless clients have been robbed of their compensation from the Road Accident Fund by the nefarious conduct of Ronald and Darren Bobroff.
- I was interviewed by Ronald Bobroff in May 2010, and again in August 2010, after I responded to an advertisement for bookkeeper on Gumtree website.
- 13. I commenced my employment with the firm on 16 September 2010.

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- 14. I replaced the previous bookkeeper, Christy de Beer.
- 15. When I joined the firm, Natasha Da Costa was the internal bookkeeper, and she was assisted by a young clerk, Chantelle Jansen, who left in January 2011. Natasha Da Costa was and still is reflected on the letterhead of the firm as the "internal accountant" even though she has no bookkeeping or accounting qualifications.
- 16. The financial year-end of the firm is 30 September, and when I joined the financial records of the firm were in an absolute mess. Ronald Bobroff attributed this to the incompetence of previous bookkeepers. Some of the names that he mentioned were Christy de Beer, Delia Guthrie and Cathy Rodel. I did not know any of these ladies and accepted what I was told.
- 17. The creditors were in arrears, particularly expert witnesses employed by the firm to examine and report on injuries sustained by clients of the firm in road accidents.
- 18. Ronald Bobroff & Partners (RBP) is a personal injury practice and most clients are examined by one of a small group of expert medical practitioners who are retained by RBP to prepare medico-legal reports.



- I discovered that advocates at the Johannesburg Bar briefed by RBP were also in arrears.
- 20. In addition, the costs consultant employed by the firm to prepare its bills, Legal Billing Solutions (Pty) Ltd, owned by Mr Jerry Joubert, was owed approximately R800.000.
- 21. I ascertained from the records of the firm that RBP did not pay any of the doctors or advocates who were instructed to examine or represent the clients until settlement. The payment was only made after the successful settlement of the client's case; in other words, the firm had no risk or liability to those creditors until the case was successfully settled and the Road Accident Fund had paid the award into RBP's trust account.
- 22. There was no proper filing system and generally I learned that creditors were paid long after payment was due. This was particularly apparent from the fact that once the firm received payment of the capital and costs from the Road Accident Fund, there was no reason why the creditors on that particular matter could not or should not be paid forthwith. It did not and still does not happen at RBP.
- 23. What was done which I found very unusual was that business cheques were drawn for all the creditors but these were never signed. The liabilities were posted and monies recovered as though those liabilities were going to be paid but neither

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Ronald nor Darren Bobroff would sign the cheques. The business bank statement runs to between and 40 and 60 pages per month because of this practice of issuing a separate cheque for each and every expert and/or advocate. When cheques are eventually signed and deposited, this results oftentimes in 10 or 20 cheques being deposited into the bank account of the expert or advocate concerned.

- 24. When I raised this with Mr Ronald Bobroff and proposed that the firm move to making payments by EFT as this was cheaper for the firm, would be less work for the bookkeeping staff and the creditors would receive payment immediately and would also not have to pay bank charges, he told me that I "did not understand" and that I was to continue doing things the way he wanted them done.
- 25. The same applied to VAT and Income Tax. Typically, as soon as a matter is settled and the RAF pays, the firm should raise a fee and account for VAT and Income Tax. This does not happen at RBP.
- 26. Initially when I started at RBP I spent approximately the first 5 months doing creditors reconciliations and trying to sort out the mess with the experts and the advocates. Thereafter and especially after Chantelle Jansen left at the end of January 2011, I also became responsible to process VAT, as well as administer the payroll of the staff.

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- 27. I became bookkeeper for SAAPIL (the SA Association of Personal Injury Lawyers), approximately six months after I started with RBP. Ronald Bobroff is the chairperson of SAAPIL and it is run from his offices. It has about 70 current members, and financially supports his travails in the courts, under the guise that it serves the interests of personal injury lawyers.
- 28. I would mention that many of the members of SAAPIL are experts and advocates who do work for the firm and RBP instructed me to unilaterally deduct subscriptions from the monies owed to them and put them onto the membership list. Many of the medical experts and advocates telephoned me about this and I informed them that Ronald Bobroff had instructed me that they were only to be paid after this deduction had been made and most seemed to take the view that it was a small price to pay considering they had in most cases waited many months if not years after settlement for payment.
- 29. During October 2010 an issue surfaced in regard to Discovery Health, particularly for its members whose medical and hospital expenses were recovered from the Road Accident Fund by the firm, but not paid whether in part, or at all, to Discovery.
- 30. I believe the heart of the issue between Discovery and RBP is that RBP took 40% of the damages recovered from the RAF, and hence Discovery and the clients only recovered 60% of the hospital and medical expenses paid by the RAF if RBP was the attorney representing the client.

- 31. When the issue with Discovery arose, I was asked by Ronald Bobroff to identify all Discovery members who had been clients of RBP over the preceding three years and whose claims had been finalised. Subsequently the search was extended to five years.
- Approximately 300 matters were identified, in which the firm acted for Discovery members in actions against the RAF.
- 33. I was given a list by Ronald Bobroff of 70 cases that Discovery had furnished to him and who according to Discovery's records were or had been clients of the firm. The lists were matched and other than one discrepancy, the lists correlated. It was clear to me that Discovery was not aware that 300 of its members had been clients of the firm, and not only 70 people.
- 34. I was asked to determine when each client was paid by RBP, following recovery of damages from the Road Accident Fund.
- 35. The particular files had been retrieved from the offsite archives. Those files had in fact been closed.

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- 36. I ascertained that most of the files did not have final accounts to clients, and evidently were in limbo even though they had been archived. There were trust monies on the files which had not been used to settle outstanding creditors, fees had not been debited and in some cases clients had not even been paid. It was this state of affairs that made it clear to me that the records and the administration of the firm was in a mess.
- 37. Darren Bobroff took the 70 files of the members who had been identified by Discovery and he worked on them.
- 38. From my observation, the files of Steven Bezuidenhout, the third partner in the practice, were generally up to date and properly closed off.
- The same did not apply to the files to Darren Bobroff.
- 40. I should add that Ronald Bobroff handled very few matters. He was more concerned with public relations and the various professional bodies where he serves, such as the Law Society of the Northern Provinces and SAAPIL.
- 41. In relation to Darren Bobroff's files for Discovery members that he had worked on (as indicated in paragraph 37 above) I discovered that:



- 41.1. Creditors had not been paid, including expert witnesses, counsel and even (especially) clients;
- 41.2. Incorrect fees were taken, in other words more than had been due to the firm;
- 41.3. Fictitious disbursements were created and deducted.
- 42. It was clear to me that Darren Bobroff worked through the 70 Discovery members' files and manufactured false final accounts for the clients, to bring the files up to date and to hide the incorrect accounting on the files.
- 43. I was instructed by Darren Bobroff once he had manufactured a final account for a client to pass the relevant entries so that the ledger would correlate with the account that was now going to be given to the client. This necessitated countless reversals of fictitious disbursements.
- 44. I point out that it is general practice in the firm to deduct fictitious disbursements, typically in an amount of R15 000, on which no VAT is paid, instead of a fee. The firm benefits to the extent of R15,000, and the client's compensation is reduced concomitantly.

- 45. These disbursements, reflected on the clients' account, bear no relation to actual disbursements. A standard instruction, once the Road Accident Fund paid the capital in a matter, was from Darren Bobroff, to "Take R15,000 to disbursements. No VAT". When I queried how this could be as to the best of my knowledge VAT had to be paid on all income, I was told by Darren Bobroff that the auditor had okayed it and I should just do as I was told.
- 46. I have never in my experience seen an attorneys' bookkeeping practice in such a state, or conducted in this manner. Disbursements in particular were in a terrible state.
- 47. These "disbursements" were purportedly in respect of postage and petties, but the deductions were not warranted because, in fact, the Lawplan electronic billing and bookkeeping system faithfully recorded disbursements such as postage, telephone calls, photocopies, etc, and the clients were billed for those. The actual claims are reflected on the N-TRAC system. In any event, in fact the postage and petties seldom exceeded a few thousand Rands, and were recovered by way of the Lawplan system.

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- 48. Pippa Farraj, the Senior Professional Assistant in the practice, objected to the practice, because it reduced the amount available for fees. She works on a 15% commission basis, and her earnings were reduced as a result of the practice of billing a random amount of R15,000 for disbursements at the conclusion of the matter.
- 49. She also protested that the disbursements deducted in this manner were false and that she would not be able to justify this to clients.
- 50. Chantelle Jansen left the practice in January 2011 after a fight with Darren Bobroff about the non-payment of the fees of Adv Zubair Khan, a counsel at the Johannesburg Bar who was very frequently briefed by RBP. Chantelle Jansen felt that Adv Khan was unfairly discriminated against, hence her resignation.
- 51. Ronald and Darren Bobroff told me that Adv Khan was "making too much money" from the practice, as he was apparently seldom required to appear in court on trial, and often charged a day fee even though he was not required to appear in court. I got the distinct impression that Ronald and Darren Bobroff did not like Adv Khan because of the way they spoke about him personally and the way in which they deliberately delayed payment to him. They did not behave in this way to the same extent with any of the other experts or advocates.

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- 52. I understand that Adv Khan is one of the advocates being investigated by the Johannesburg Bar Council for double briefing. I believe that the attorneys at RBP were well aware of this practice and in particular Darren Bobroff who said to me that the only way that they could make any money was to "turn the day over more than once".
- 53. It is fair to say that Discovery was the focus of Ronald Bobroff's attention during the whole of 2011, following a formal complaint against Darren and Ronald Brobroff to the Law Society of the Northern Provinces by Jennifer and Matthew Graham, who were Discovery members and former clients of the firm.
- 54. In fact, five matters had been identified by George van Niekerk, of Edward Nathan Sonnenbergs, who was representing Jennifer and Matthew Graham and I understand other former clients of RBP.
- Van Niekerk had arranged to inspect these files at the practice.
- 56. Rachelle Stein, Ronald Bobroff's personal assistant, put together the five files. The file notes in the files evidencing time spent on various attendances were fabricated on Darren Bobroff's laptop by Darren with Rochelle Stein.

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- 57. All the financial information was taken from the files. Two control files with everything were retained, but the sanitised version was presented to Van Niekerk.
- 58. Those control files are kept at Ronald Bobroff's home. Rachelle told me that Ronald Bobroff had told her that he was going to keep them in his safe at home.
- 59. The instructions that the staff were given including myself relating to the visit of Van Niekerk to the offices of RBP were particularly surprising. Ronald Bobroff instructed one of the driver's to remove light bulbs in the Boardroom where Van Niekerk would be seated so as to reduce the amount of light. The number of chairs in the room was also reduced and we were all told that we were not to talk to Van Niekerk. Ronald Bobroff told us that he intended to make it as unpleasant for Van Niekerk as he could so he would not spend too much time looking at the files.
- 60. In November 2011, the 24 councillors of the Law Society of the Northern Provinces were provided with copies of the following documents in respect of those five files:
 - 60.1. The final account to the client;
 - 60.2. The invoices of the expert witnesses;

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- 60.3. One fees mandate the clients signed more than one but he chose which one to include in each pack;
- 60.4. Proof of payment to creditors on the particular file;
- 60.5. A breakdown of all the disbursements in the file;
- 60.6. The Lawplan ledgers (this was only made available to some of the councillors) which provide a contemporaneous electronic record of the time recorded to the file as well as the expenses incurred and disbursed in each matter.
- 61. I recall that 24 packs were prepared for the councillors, but not everyone got the same information. These packs were sent by DHL or delivered by hand to the Councillors individually and as I understand it "behind the back" of the administration of the Law Society.
- Juanne De La Guerre is another client of the practice. Her matter was settled in 30
 April 2009.
- 63. She sued Ronald Bobroff for overreaching and her matter was reported in the Sunday Times newspaper on 30 October 2011. The Monday after the article appeared, Adv Zubair Khan, who acted for de la Guerre on instruction from RBP, was paid an amount of R24,000 which had been due to him until then.

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- 64. Adv Khan had not been paid the full amount which RBP had recovered on its party and party bill of costs from the Road Accident Fund in that case.
- 65. Darren Bobroff asked me on that Monday in October 2011 to issue a cheque in Adv
 Khan's favour for R24,000 and to backdate the cheque. He asked me to tell Adv
 Khan that the first cheque to him had gone stale. Of course, this was a lie.
- 66. I refused to carry out his instruction and the cheque was duly issued and dated the same day. After the payment was made to Adv Khan he telephoned me and queried the payment because he had been told he should write off this amount as RBP had not made a full recovery.
- 67. I also saw the De La Guerre file and noticed the client's final account. It did not contain any mention of a R24,000 cash advance allegedly to the client, which is reflected in the general ledger. The general ledger also reflects payment to L Berman, which is not reflected on the client's final account. I believe that L Berman is in fact Lisa Berman Bobroff, the wife of Darren Bobroff.
- 68. In all the 300 Discovery members' files of RBP, new final accounts to the clients were created. I heard that the clients that were still in South Africa or had not died were contacted and issued with final accounts so as to prevent any complaints.

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- 69. This exercise was conducted only in respect of the 300 Discovery clients and not in respect of other clients of the firm. There is no reason to believe that the files of other clients of the firm are not similarly in disarray, or that clients in other matters have not similarly been deprived of their rightful payouts from the RAF or been billed for expenses that RBP did not in fact incur.
- 70. Ronald Bobroff invited the Discovery clients one by one to meet with him. I gather that he explained to them that in the process of "cleaning up" the practice it was discovered that these clients had been short paid. They were issued with new cheques in various amounts, and in exchange invited to lodge a complaint against Discovery for its insistence on recovering hospital and medical expenses paid to the clients by the Road Accident Fund.
- 71. I was perturbed by the manner in which Ronald and Darren Bobroff conducted the accounting of the practice. The general unhappiness of the staff because of the pressure we were all under resulted in my tendering my resignation in January 2012.
- 72. Ronald Bobroff persuaded me to withdraw it and gave me a salary increase. He told me that everything would be okay and that it was all just a misunderstanding and that he would have it sorted out very soon.

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- 73. The misconduct continued however, and reached a new zenith with the VAT issue in relation to the Graham file, in May 2012. In the same month, three members of the professional staff resigned.
- 74. It was triggered when Van Niekerk called for proof in the course of the LSNP disciplinary enquiry that VAT had indeed been raised and paid on the fee in the Graham matter.
- 75. Ronald Bobroff instructed me to pay VAT to SARS, which he said had not been paid as a result of an oversight by Chantelle Jansen. He said the narrative on the ledger account should have read "interim fee" and "paid VAT". In fact, as appears from the accounting records of the firm, the fee taken by the practice (although not formally raised) had been paid in full into a Bidvest account.
- 76. I do not know whose account the Bidvest account is, but I do know that the money was not returned from the Bidvest account to the practice's business account.
- 77. I refused to post the VAT when Ronald Bobroff insisted because posting VAT without a corresponding fee and without a corresponding trust to business transfer would have resulted in the books of the firm not balancing. I informed Ronald Bobroff of this and explained that that was why it could not be done without the money first coming back into the trust account.

- 78. He wanted me to do it by way of a journal entry. I pointed out to him that money had to be brought back from the Bidvest account into the trust account before a fee could be passed and VAT could be paid.
- 79. He was very upset with me for refusing to carry out his instruction and told me that I was "stupid" and that his auditor Andre van der Merwe would explain to me how it was to be done. When the auditor came to the office and this issue was raised, he agreed that it could not be done the way Ronald Bobroff wanted it to be done.
- 80. To the best of my knowledge he has still not passed a fee in the Graham matter and VAT has still not been paid on that fee.
- 81. Until March 2011 money received from the Road Accident Fund was held in the general trust account. I noticed that fees were seldom debited even after matters were finalised.
- 82. I also noticed that frequently cash cheques or fictitious disbursements were issued to enable the partners to take money out of the practice.
- 83. During the latter part of 2011 Ronald Bobroff had a fight with Natasha da Costa and she came to speak to me. She was very upset and said that Ronald had threatened to fire her. She told me that if Ronald fired her, she would reveal what she knew. I asked her what she was talking about and she then told me about a client by the name of F Pombo.



- 84. Natasha gave me a copy of a report that had been prepared by Christy de Beer for the auditor Andre van der Merwe in which she had set out how Mr F Pombo had been defrauded by Darren Bobroff who had deposited the money for Mr F Pombo into his own personal bank account. I read the report, a copy of which is annexed hereto marked "BW 1" which shocked me. Natasha also told me that she had the original Pombo cheque which besides showing that Darren Bobroff had deposited Mr Pombo's money into his own (Darren's) account also showed that he had forged Ronald Bobroff's signature. Natasha told me that she was keeping that cheque as insurance against him harming her or trying to implicate her in anything that he and Darren had done.
- 85. Besides annexure BW1 which was the report of Christy, her report also included:
 - 86.1 Copies of various uncrossed cheques as follows:
 - 86.1.1 E Robinson cheque number 114486 in the sum of R42 000.00 (a copy of which is marked "A" on annexure BW2 hereto).
 - 86.1.2 Cash cheque number 113300 in the sum of R55 000.00 (a copy of which is marked "B" on annexure BW2 hereto).

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- 86.1.3 J Kingsbury cheque number 11213 in the sum of R157 280,00 (a copy of which is marked "C" on annexure BW3 hereto).
- 86.1.4 A Lubbe cheque number 112256 in the sum of R11 410.05 ((a copy of which is marked "D" on annexure BW2 hereto).
- 86.1.5 F Pombo cheque number 114499 in the sum of R133 599.04 (a copy of which is marked "E" on annexure BW3 hereto) cancelled cheque.
- 86.1.6 CP Ndlovu cheque number 114475 in the sum of R1 000.00 (a copy of which is marked "F" on annexure BW4 hereto).
- 86.1.7 GJ Chaitowitz cheque number 114459 in the sum of R30 000.00 (a copy of which is marked "G" on annexure BW4 hereto).
- 86.1.8 J Kingsbury cheque number 113167 in the sum of R371 281.52 (a copy of which is marked "H" on annexure BW4 hereto).
- 87.2 A letter from the Standard Bank enclosing both sides of cheque 115905 in the sum of R115 599.04 in favour of F Pombo a copy of which is annexed hereto marked BW5.1 and BW5.2 respectively.

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- 87.3 An email from Maria Radebe at the Standard Bank confirming that the F
 Pombo cheque was deposited into the account of D Bobroff. (a copy of
 which is annexed hereto marked BW6).
- 86. During March 2011, I was instructed to open a trust ledger suspense account with number 11521 and Ronald Bobroff assured me that he had the approval from the auditor to do this.
- 87. All fees had to be channelled to this account, specifically arising from four matters which had been settled a long time ago. This was to be the way that the old accounts could be squared off and deleted but the money which was in them could still be accessed.
- 88. I enquired from Ronald Bobroff why he was not putting through the fees and paying the VAT and he told me that because "I am not getting any benefit. The interest goes to the Law Society" he had no obligation to put through the fees or pay the VAT.

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- 89. That particular ledger account always had between R15 million and R35 million in it.
- 90. From time to time fees were debited to account 11521 and money was taken from account 11521 to business.
- 91. Trust cheques were only ever used to pay clients and medical aid schemes (Steven Bezuidenhout always ensured that Discovery and medical aids who were due a refund were paid the same was not true for Ronald and Darren Bobroff). All other payments were made by way of business cheques for example settling experts, advocates, etc.
- 92. As a result every month the business bank statement ran to between 40 and 60 pages, with a myriad of payments which, I suspect, was deliberately designed to obfuscate surreptitious payments cashed in by the Bobroffs.
- 93. I noticed that these business cheques were not crossed, and thus could be cashed in at the bank duly endorsed. Whenever the bank statements came to me to do the bank reconciliation every month, Natasha made sure that the paid cheques were taken away so it was only on the odd occasion that I in fact had an opportunity to see the vouchers.

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- 94. Ronald Bobroff explained that the idea with account 11521 was to stagger the debiting of fees over a number of years, as he expected that the income of the practice would taper off with the introduction of the Road Accident Fund Amendment Act.
- 95. Fees were only debited from time to time when they required money to pay tax etc.
- 96. Ronald Bobroff instructed me shortly before SARS came to conduct an audit in July 2012 to manufacture VAT invoices for clients, so as to account for fees and VAT. This related to cases that had been settled in previous financial years and VAT periods where the books of the practice had already been closed.
- 97. When Ronald Bobroff was notified that SARS was coming to do a VAT audit, he called in Income Tax experts and I was then told that the problem he had was that VAT returns had been submitted to SARS but no VAT invoices were issued to clients.
- 98. Some of the other accounting issues were:
 - 98.1. VAT was not charged on disbursements;

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- 98.2. Money was retained in account 11521 in matters which should have been paid to creditors or debited to fees;
- 98.3. Fees were taken from trust to business long after the matter had been finalised.
- 99. SARS commenced an audit of the practice and Darren told Ronald Bobroff in my presence that the VAT audit by SARS was causing a "big problem". He said that SARS had told him that there was "R98 million to be accounted for" and he was very worried that they were going be arrested.
- 100. The biggest fraud though, as best I could tell, concerned the "Zunelle" trust account, which is apparently used to launder money. This Zunelle account is not part of the books of the business and I personally never had anything to do with it. The first I heard about the Zunelle account was when Natasha told me after her fight with Ronald Bobroff. Natasha even showed me the bank statements for this account and I was shocked to say the least by the amount of money in that account.
- 101. I know that an amount of R40 million went from the Zunelle account to the auditor of the firm Andre van der Merwe because Natasha told me about it and that she thought Ronald and Darren were getting ready to leave the country and that is why they were "moving the money".

- 102. The Zunelle account purports to be a section 78 (2) (A) investment account but there is no trust creditor in the books of the practice by the name of Zunelle or person by the name of Zunelle who has ever been a client of the firm.
- 103. None of the money from Zunelle ever came into the business or trust accounts of the practice and I assume that the interest that was earned on that money was kept by Ronald and Darren Bobroff. I would mention that account 11521 has nothing whatsoever to do with Zunelle, the money for account 11521 is in the firm's trust account and stays there until fees are debited and then it is transferred to business.
- 104. Natasha told me that there are in fact three Zunelle accounts, two held at Investec Bank and one at Standard Bank, all bearing the same name.
- 105. There is no client by the name of Zunelle and I am sure that the account has not been approved in terms of the Financial Intelligence Centre Act.
- 106. I submit it is clear that the accounts had not been opened in the name of any genuine client.
- 107. Initially SAAPIL paid the legal fees of RBP in the dispute relating to the Graham and SAAPIL is still paying the legal fees in the De La Guerre matter.

- 108. The expenses are recovered from SAAPIL by Ronald Bobroff, who is SAAPIL's president. He would pay Counsel, reclaim VAT back from SARS, and then claim the full amount from SAAPIL.
- 109. I had pointed out to him that this was wrong as SAAPIL was not registered for VAT and in fact even though I was employed by SAAPIL to do its books, it is not registered for PAYE either. When I had raised this with Ronald Bobroff, he told me that since SAAPIL was a voluntary organisation that did not have an income but only donations there was no need to register for VAT or PAYE.
- 110. I believe that as a result of my failure to co operate in manufacturing VAT invoices, and my unwillingness to lie to SARS during the audit, Ronald Bobroff decided that I was the whistle blower and embarked on a campaign to make my life as difficult as possible. He was rude to me and attempted to alienate all the staff from me by telling them that their livelihood was jeopordized because "someone was leaking information". It was clear that he was talking about me.
- 111. Matters came to a head on 20 September 2012 when Ronald Bobroff announced that there would now be polygraph tests. This had been threatened before but had not actually been done.

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- I was told that I had to undergo a polygraph test and I asked what it was about and 112. was told that the purpose of the test was to try and find out who the leak in the office was. I was told that the tests would take approximately half an hour per person and that all the staff would be tested.
- 113. I was reluctant to agree to the test but was told that Natasha da Costs and Pippa Farraj would undergo testing first. A short time thereafter (maybe five or ten minutes later) both Natasha and Pippa came to my office to tell me that they had now completed their tests and that it was now my turn. It was clear to me that I was being targeted because they could not have both undergone the half hour individual polygraph test in that short space of time.
- I then told Ronald Bobroff I was not prepared to undergo the polygraph test and things became heated. I was very upset and I left the office.
- Later that day Hans Norel the Candidate Attorney of RBP delivered a letter to my 115. house recording Ronald Bobroff's version of what happened. I had previously applied for and been granted leave for Friday 21 and Tuesday 25 September 2012, (the weekend being a long weekend with Monday 24 September 2012 being a public holiday) and the firm was closed for the Jewish holidays on 26 September 2012.



- 116. I returned to work on Thursday 27 September 2012 and was given a letter informing me that I had been suspended on full pay for two weeks. The reason for the suspension was given that the practice had recently discovered that I had a previous criminal conviction as an accessory to fraud which had been perpetrated by my former husband.
- 117. In fact, when I was first interviewed by Ronald Bobroff in May 2010 and while the interview was underway and it seemed to be going well, I had told him about my conviction and he had said to me at that stage that he would get back to me if he was interested in employing me. I did not hear from him and in fact was offered and took another job at Fair City Hotels in Midrand.
- 118. I was working at Fair City Hotels in Midrand when Ronald Bobroff contacted me in August 2010 to ask me whether I was interested in coming to work for him. We corresponded for a few weeks and I went for a second interview at the end of August 2010, was offered the position and thereafter started working for the firm on 16 September 2010.

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I made full disclosure of my past and it seems clear to me now that the reason that 119. Ronald Bobroff may well have employed me is because of my past as this is being used as a justifiable excuse to try and terminate my employment and probably to then have someone to blame for what he and Darren Bobroff have done.

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BERNADINE VAN WYK

I certify that:

- 1. the Deponent acknowledged to me that :
 - A. She knows and understands the contents of this declaration;
 - She has no objection to taking the prescribed oath; B.
 - C. She considers the prescribed oath to be binding on his conscience.
- the Deponent thereafter uttered the words, "I swear that the contents of this 11. declaration are true, so help me God".
- the Deponent signed this declaration in my presence at the address set out 111: hereunder on 19th day of October 2012.

COMMISSIONER OF OATHS

JOHANNA GEORGINA NAUDE KOMMISSARIS VAN EDE - EX OFFICIO PRAKTISERENDE PROKUREUR R. S. A. VAN RIEBEECKLAAN 36 ALBERTON

TEL: 907-2730

"BW1" 784

STATEMENT TO MR. ANDRE VAN DER MERWE

ANDRE VAN DER MERWE AND ASSOCIATES Chartered Accountants (S.A.) Registered Accountants and Auditors Practice No: 929557 E PR - 48755 BF

By Hand

RE: SUSPICIOUS TRANSACTIONS AT RONALD BOBROFF & PARTNERS INC.

DATE: 16/07/2009

I am the senior bookkeeper and started as an employee at Ronald Bobroff and Partners Inc. on the 1st of April 2009.

I am suspicious about some transactions and will state my findings in this letter and trust that you will do the necessary.

I will use one file, Mr. F Pombo (ref: 9081) as an example.

The file was brought to me by Mr. Darren R. Bobroff to check the draft final account. This entails that I check that all the experts have been paid, according to what was recovered on the taxed bill drawn up by our cost consultants. I also have to calculate the disbursements according to our LawPlan accounting system ledger printout.

I checked the totals received from the RAF and it matched the totals on the draft account. Total Capital equalled R4,031,789.49 and the Costs equalled R223,961.48.

Some of the funds, R2,500,000.00 were invested on behalf of the client in a Section 78(2A) investment account at Investee Bank, account number being (1100-431751-500). There were 3 withdrawals, the first being R220 000.00, second R2,228,926.60 and the closure of the investment resulted in R84,593.74 being deposited into the Ronald Bobroff & Partners Inc. Trust Account.

I made notes on my amendment that the funds available from the closure of the investment were due to the client.

The overall surplus on the file at date of checking (02/07/2009) was R133 599.04.

I attach the LawPlan print-out, the draft final account that I checked, the taxed bill and my notes to the amendment for your perusal.

On the 3rd of July 2009, Mr. Darren R Bobroff came to me in the afternoon and requested that we issue a chq to Mr. F Pombo for the amount of R133 599:04 (Business chq number 114499). He said that it must be a cash cheque and that I shouldn't cross "or Bearer/of Toonder". I followed his instruction. I gave the cheque to him after receiving the Business Cheque Requisition. He took the cheque to Mr. Ronald Bobroff who signed it.

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Please note that these were Trust Funds, when you capture any business debit on our accounting system it will result in a Trust Transfer—in other words taking the money from the Trust account and refunding the Business account.

I was suspicious on previous occasions but this one stood out, because the funds were invested in the client's name.

The cheque was not presented at the bank and returned to me on the 9th of July 2009. Mr. Darren R Bobroff requested me to cancel this cheque and rather split the funds. He requested a R18,000,00 Trust Cheque and the balance R115,599,04 as a cash cheque (number 115905) again with the instruction not to the cross "or Bearer/of Toonder". Both cheques were requested in Mr. F Pombo's name. The Business Cheque was presented at Standard Bank, Rosebank on the same day.

I thought that this couldn't be right. Both Mr. Ronald Bobroff and Mr. Steve Bezuidenhout were out of office that day, being the 9th of July 2009. I confronted Darren about this and he admitted to forging Mr. Ronald Bobroff's signature.

I did an enquiry at the Standard Bank Customer Care, to first send me a copy of the front and back of the cheque. When I received the copy on the 14th of July I noticed that the signature at the back of the cheque didn't match the client signature.

I did a further enquiry and requested from Standard Bank the details of the person whose account was credited. I told them that I was suspicious of the transaction and even said to them that if they can't tell me whose account was credited that they at least tell me whether the beneficiary Mr. F Pombo's account were credited.

On the 15th of July, Ms Maria Radebe phoned me to confirm that the funds were not credited to Mr. F Pombo's account: It was deposited into Mr. D Bobroff's account.

I asked her to send me the details via e-mail. Please find a copy of this e-mail attached. She also told me in her e-mail to phone our bank manager, Mr. Gordon Millar.

While I was on the phone with Ms Maria Radebe, Pippa Farraj was in my office and she saw the notes I made on the copy of the cheque. She requested the file and was not happy about the findings. She said that we must inform Mr. Bezuidenhout.

We spoke to Mr. Bezuidenhout and he said that he was unaware of the transaction as he was not here and will contact Mr. Bobroff during lunchtime.

Mr. Gordon Millar phone me and said that he has spoken to Mr. Ronald Bobroff and everything is above board and that he is aware of this cheque.

Later that afternoon Mr. Bobroff phoned me and tried to explain what had happened.

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Herewith my statement to the conversation between Mr. R Bobroff and myself on the 15^{th} of July 2009:

Mr. Ronald Bobroff told me that I don't have to worry "this is something that all three of us do from time to time", "maybe once or twice a year for some holiday money".

I told him that I was not happy about these types of transactions and that I refuse to issue any more cash cheques from client's files.

He tried to justify it by saying that they would increase the fee on the final account and state the correct amount that was paid to the client—this will be a "fictitious entry". On our books it will show that the money was given to the client.

I said to him that it was not right and it goes against everything I stand for and my morals will not allow me to accept this.

He said that he knows it's wrong and that I "should think about another way of doing it". My reply on this was that I won't and that I don't want anything to do with it.

He tried to explain himself for almost an hour, between 14:00 and 15:00.

I eventually said to him that I could never understand why people who practice Law do these types of things and that it upsets me very much and that I haven't been sleeping well for almost two weeks.

He said that I "must not worry about it" and that I "must forget about it".

He said that he was very impressed that I picked it up and that I was doing my job, but upset that I involved Ms. Farraj. I told him that she was in my office when I received the call from the bank and that she saw me making my notes. She also looked through the file.

He asked me if anybody else knows about it and that the Senior Bookkeeper always knows about everything but we shouldn't disclose this information to anyone. He said that I've "put them in a difficult situation with Pippa". He asked if she knew about any other cheques and I said "No". I also told him that nobody else knows, but in fact my other bookkeeper colleague, Ms. Natascha da Costa knows about everything, she in any event had suspicions for a while but kept this to herself.

I had to speak to somebody, I had to ask advice and confide in somebody — I chose her because she is also one of the bookkeepers and I respect her opinion.

She was very upset and shocked, that there was now in fact proof.

The conversation ended with him saying that they look after their bookkeepers and reward them at the end of the year. "He doesn't know of anybody that says 'No' to a bit of cash'.

That was the end of the conversation.

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There are other cash obeques that I am suspecting and I trust that you will follow the correct procedures and do an investigation in this regard.

Please let me know if there is anything that I can do to assist you.

Regards,

Christy de Beer

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CLTENT LEDGER REPORT - CURRENT YEAR.

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MVA-13.01.05-03:02.05

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WORK CATG : 10 NETCARE CLIENT REF: SUNNINGHIL

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CLIENT LEDGER REPORT CORRENT YEAR.

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SECTION 01 : UNALLOCATED

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WORK CATG. + 10 NETCARE CLIENT REF : SUNNINGHIL

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CLIENT LEDGER REPORT - CURRENT XEAR

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POMBO E MR

MVA-13.01.05-03.02.05

FEE EARNER 20 : DARREN BOBROFE SECTION 01 : UNALLOCATED

WORK CATG : 10 METCARE CLIENT REF : SUNNINGHIL

DATE [REF [TRANSACTION DETAILS	SOURCE	1	TOR	B U	ışın T	e s s= Credit	I I	TRUS	CREDIT	. Ji Ji	RUNNING BALANCE
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= R38 520,34

(R84 698)

Total paid to client = Rz513 670,68
Refum from Investion (Rz533 520,84)
Interest still due to => R19 849,66
client

Sca. My

MR. F POMBO - 009081 (FINAL ACCOUNT AMENDMENT) 02/07/2009

* ***		14							RRRR		394,571,60
*									K		126,510.98
									Ŗ	3	637,217.89
INTEREST EARNED O	NINVESTME	NT.				•			K-	2007	97,450,50
TOTAL DISBURSEME	VIS AS PER	I AWDI	MI.				-		R.	0	33,520.34
1 Drs. Monteith, Nay	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	H-18'6'1' T	Иν	,			R	43,634.59			
2 Drs. Matisonn, Scott &	Tobles						R	515,00			
3 Adv. Zidel	N WALLE						R	1,122,10			
4 Dr. Read							R	111,720,00			
5 Dr. Shevel							R	7,410,00			
6 Dr. Marus						(, R	14,820.00			
7 l Hattingh.						*	RRRRRRR	6,612,00			
8 Bev van Zyl							R	25,200.00			
9 Legal Billing Systems							R	6,600.00			••0
10 AM Kellerman						5	RRRRRR	10.864.61			
11 Adv. H Constantinides							R	13,534,08			
12 Ivan Kramer		•			*		R	2,166.00			
		ÿ					R	8,208.00			
13 Dr. Lewer-Allen 14 A Greeff							R	6,840.00			
de Oderske							R	10,195.20			
15 J Kingsbury							R.	371,281.52			
FEES						¥	R.	878,314.46			
VAT @ 14%				4			R	122,964.03			,
Total paid to client							R	2,513,670,68			
18/07/2007			•	R		184,000,00		CALLIC CONTRACT	023		
10/10/2007		••		R		55,355,66		*			
28/02/2008				R		30,000,00	4.				
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30/10/2008				R'	(5)	2,024,315.02					
to chil					33						
* The state of the		2)			-	art Gad	R	4,155,672.27	R	4	289.271.31

SURPLUS AVAILABLE less: Closure of Investment as per LawPlan (and due to the client) Available as a Final Fee

C.C. 17801.98

BREAKDOWN OF DISBURSEMENTS

BILL DRAWN FOR ALL WORK DONE ON FILE D BOBROFF/SM/9081

POMBO F.M.W. MVA CLAIM

Legal Billing Systems Yercests Xia Our Content

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Z	NR DESCRIPTION	CLAIMED	DEDUCTED	TAXED/SETT! ED COMMENTS	COMMENTS
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=	Outrantantantantantantantantantantantantanta	K 6,000,00		R 6,000,00	
18		R-1.00		R 1.00	R.1.00 Not account on file
3	2. Dr Kellerman (Industrial Psychologist) for addendum medico-legal report.	R.5,910,90		REGIO	
ő	53) Appointment of curator ad Illem	R-f.083.00	OU GRE CI	DO NATO	
	72) Ivan Kramer (Actuary) for report	00.000	10000	N 741.00	
6	Ha	DO 200 0		K 6,840,00	
Ξ	(11) Infiltemental to be a part of the par	K-2,005,20		R-2,005,20	
1	A JOHN THINGES DERVEED THE B. VAII Z.YI	-R 600.00	7	R 600,00	
	Wan Kramer (Actuary) for report	R.1,368,00		R-f.368.00	
7.	19) Dr Kellerman (Industrial Psychologist) for joint minute.	R 6.924.36		Dis 094 95	
5	127) Adw.Zidel for work done	R:86 298 00	D ES XX0.00	D do oco oc	
÷		- Control of	יון מלים היות	Unacotec V	n as opposed mem taxed by taxingmaster (no specific order for senior).
	Advice on evidence and quantum	R 5,840,00	R4,788.00	R 2,052,00	R 2,052,00 Allowed Thour at R 1,800 and VAT
	Advice on evidence and quantum and amendment	R.3,990,00	R.1,938.00	R 2,052,00	R.2,052,00 Allowed 4 hour at R.1.800 and WAT
	Attending Judge with curator ret relification	R 5,130,00	R.3,078,00	R 2,052,00	R 2.052.00 Allowed 1 hour at R 1.800 and VAT
	Consultation Plaintiff and wife	R.5,130,00	R.5,730,00	R.0.00	R.0.00 Included in daylee on day of thall
-	Consultation Plaintiff and wife	R4,104.00	R 2,052:00	R2,052,00	R2,052,00 Allowed 1 hourat R 1,800 and VAT
_	Meeting expert/Kellerman	R.2,280.00	R 228.00	R2,052.00	R.2,052,00 Allowed 1 hourst R 1,800 and VAT
_	Meeting curator recoffer	R 4,104.00	R 2,052,00	R 2,052.00	R.2,052.00 Allowed 1 hour at R 1,800 and VAT
_	Pre-trainconference	R 5,130,00	R 4, 104.00	R-1,026,00	R 1,026;00 allowed 0,5 hourst R 1,800 and VAT
_	Settling application, affidavit re; curator	R.5,130,00	R 5,730:00.	R 0:00 AVG	W.C.
_	Sludying papers, advices, altendances and preprior trial.	R 17,100:00	R 17, 100,00	R 0.00	R 0:00 included in dayfee
	Trial	R 27.360:00	DO 050 00	0 000 000	

TELEPHONE CALLS MADE AND RECEIVED

Telephone Calle made 5 hours 12 min in total allowed received 3 hours 46 min allowed

Disbursements R 1,949,55 Fees

R 64,248,46

R 52,782,00

R 117,030,46

R-1,850.45

BILL DRAWN FOR ALL WORK DONE ON FILE

DEOBROFFISMI9084
POMBOF W.
MVA CLAIM

	military fig. and resident from	*		
	NRIDESCRIPTION	CLAIMED DEDUCTED	D TAXED/SETTLED COMMENTS	OMMENTS
	12) 7.1	R 1.00	. 'R1:00 N	R 1:00 No account on file
		R-64,00	R.64.00	•
	_	B 4:00	R.1:00 N	R.1:00 Noraccount on file:
	Zo) Drs Picolo & Hültlon for hospital records:	DOMESTIC OF THE PARTY OF THE PA	D YEA' DA	
	30) Dr.Mark Talbot for medical report.	K 101./4	P. John	
	39) Dr.Nay for complection of MMF1 medical report	R 515.00	R 515,00	
	49) Industrial Sefernational of claim selfled by coursel. A	" R'2,052,00 R 684,00	1	A R.1,368.00 Allowed R300x4 + vat
	51) Revenue Stamp on Summons	R 80.00	R 80:00	
		R 65.45	R 65.45	
1		R.7,410,00	R7,410.00	
, >	Radiological report by Drs Matison Scott with the medico legal report of	R1,122.10	. R.1,722;10	
•	Clinical note sand frealment notes received from Sunninghill hospital	R:667,29	R.667.29	
1	1111) Mexico legal report to Dr. Shevel (Psychiatrist)	R 10,260.00	R 10,260.00	
	2 (27) Madico long report by Dr. Marine (Marine)	R 6,612,00	R 5,612.00	
> ~	143) Medico Legal report of Dr. & M Kellerman (Industrial Pshychologist)	R.9,818,82	R.9,818.82	
2	7(147) Medico legal report & Greeff (Occupational therapist)	R. 8, 190,000 V	R 8,190.00	
1	(155) Medicorienal renort by Ida Marie Hailling (Speech Therapist and audiologist):	R.16,800,00	R.16,800,00	
Ŀ	161) adu/Trial forwark done in the maller	R27,360,00 R3,990,00	≺	
	Consulation - Plaintiff & husband	R2,500.00 R 1,000,00	200	Illowed 1 hour
	Preparation for this and on that	R 18,000.00 R 3,500.00	<u> </u>	R 1,000,00 allowed R 1000-00 on advice
	חון מתוכנים מוויד להמועיות מודי המפיים ביינים בייני		1,00 R 86,496,40	•



PERCENTAGE CONTINGENCY FEE AGREEMENT

Entered into by and between:

RONALD BOBROFF & PARTNERS INC.

Dorolo

AND

You have requested us to enter into a contingency percentage fee agreement with you with respect to your personal injury claim. We are prepared to do so on the following basis:

- 1. We will retain in respect of our fees irrespective of the amount of work done in your matter, 30% phis VAT of any monies recovered on your behalf. We shall pay/incur all disbursements incurred in your matter as charged to us by any persons who have rendered any service in respect of your claim as well as any disbursements with respect to our practice and which will include but not be limited to faxes, photocopying, telephone charges, courier services, transport and travelling costs, photographs and any other consumable, or service reasonably required with respect to the prosecution of your claim.
- 2. All disbursements incurred will bear interest at the prime overdraft rate charged by the Standard Bank of South Africa limited from time to time plus an additional 3% thereon. This interest will accrue from the date the disbursement is incurred. If you the client pay for the disbursements as and when they are incurred to interest will be levied.
- 3. We will recover any party and party costs (those fees and disbursements for which the defendant might be required to pay) which might be received from the Defendant and we have explained to you that a very limited recovery is usually made. The amount recovered will be paid to you in addition to the nett residue which remains out of the finds recovered on your behalf and after our fee of 30% of the success result plus VAT thereon as well as all disbursements have been paid. For illustrative purposes the accounting would be as follows i-
 - 3.1 Damages recovered in cash and kind R100 000.00 less 30% fee (R30 000.00), less 14% VAT (R4 200.00), minus disbusements incurred of R12 500.00 = nettresidue of R53 300.00. Party and party fees and disbusements recovered eg. R17 000.00. This amount added to the net residue of R53 300.00 = R70 300.00 total net payout to you. If we have been requested by you to issue any midertakings to medical aids, service providers or any creditors the amounts due by us in terms of the undertakings will also be deducted from any residue due to you before payment to you of any monies whatsoever.

4. In the event of

- 4.1 Your terminating our mandate at any time for any reason; or
- Any Court or professional body or any other authorised person or body not recognising this contingency percentage agreement.
- 4.3. Your conducting yourself in such a manner with respect to our handling of your claim as to render it untenable or impossible for us to reasonably carry on representing you. Then and in that event, we shall have the option of electing to have

J.S.





our fees calculated in accordance with our Attorney and client fee mandate/(s) signed by you in terms of which our fees are based on a rate per hour in terms of time spent.

- 5. We undertake your instructions on a contingency basis i.e. No win no fee subject to:
 - 5.1 Your making full and complete disclosure of any facts or circumstances material to your claim including your medical history and employment records etc.;
 - 5.2 Your following our reasonable recommendations with respect to the handling and settlement of your claim;
 - 5.3 Our mandate not being terminated at any time.
 - 6. 6.1 In the event of conditions 4 or 5 coming into force, you will be liable for our fees and disbursements in terms of our Attorney and, client fee agreement/(s) with you and any contingency provisions will fall away.
 - 6.2 Insofar as you may dispute our declining to represent you further on the basis of your having breached conditions 4 or 5 above, you are entitled on written request to us by registered mail to request that the dispute he referred for determination to the Chairperson of the MVA Standing Committee of the Law Society of South Africa.
 - 6.3 To the extent that the successful result obtained in my matter includes an Undertaking by the Defendant to provide future medical or other services including prosthesis or modifications to vehicles or dwellings or caregivers etc. you shall be entitled to either levy the agreed percentage contingency fee on the capitalised value of all benefits to be furnished in terms of the Undertaking or in your sole discretion to charge me for all time expended by your office and yourself with respect to all work done relating to the quantification, proof, recovery or any other benefit of the services or goods to be provided in terms of the Undertaking.
 - 7. You specifically waive and abandon any right of action against my attorneys or any member of their staff with respect to any damages I may suffer as a result of any intentional or negligent act or conission which may occur in the conduct of any work on my behalf, to the extent that the amount of such claim/(s) cumulatively exceeds the insurance benefits in force with respect to the practice either at the time the negligence took place or at the time the claim is instituted, whichever is the lesser. In plain English it means that if anyone in your practice is in anyway negligent and as a result of that I suffer a loss, I will receive at no insurance cost to me the benefit of whatever Professional Indemnity Insurance the practice has in force and is available to satisfy claims at the time my claim is made by way of summons being served.
 - 8. This contingency agreement will also be subject to the ethical rules and guidelines of the Law Society of the Northern Provinces.

Signed at JOHANNESBURG on this the 3 day of 10/2005.

AS WITNESSES:

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J. S. J. Jan

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do hereby nominate, constitute and appoint RONALD BOBROFF and/or STEPHEN BEZUIDENHOUT and/or their

with power of Substitution, to be my/our lawful Attorney(s) in my/our name, place and stead, with regard to all work they may do relating to investigation and prosecution of a personal injury/medical negligence action on my behalf and to do all things you consider reasonably necessary in connection therewith in your sole discretion including but not limited to the attendances referred to in Section 7 hereof with power substitution in my name;

You have advised me that: Your firm does not offer its services on the High or Magistrate's Court tariff.

2. You charge exclusively for time spent on my behalf at the rate of R1000,00 per hour with respect to any work of whatsoever nature done on my behalf.

3. Similarly to medical doctors "you contract out" of any of the above court tariffs.

4. The proposed fee rate of R1000,00 vat exclusive charged by your practice is more expensive than both the High or Magistrate Court tariff and that I could obtain the services of other attorneys who might charge less.

You regard yourselves as experts and specialists in medico-legal practice and are not prepared to accept instruction

from me on any other basis than as set out herein. 6. You have further advised me that there is a difference between "party and party costs" and "altomey and own client costs". Party and party costs are the fees and disbursements recovered from a Defendant in a case in terms of the court tariff, and attorney and own dient costs refers to your fees charged to me at the rate of R 1000,00 per hour and the actual amount of disbursements incurred by you on my behalf. I understand that I will be credited with any party and party costs recovered and debited with a time charge for work you have done as well as for all disbursements incurred on my behalf. You have exhibited a copy of the High/Magistrate's Court fariff to me and I hereby contract out of such tariffs with regard to all fees and disbursements which may become due by me to you.

7. Examples of the type of work you will carry out on my behalf and in respect of which Tagree to pay R1000,00 per hour, and without excluding any other type of attendance; will include :

conduct investigations which will include obtaining records/reports from hospitals, medical practitioners, employers, Workmen's Compensation Commissioner, Police, Assessors;

7.2 conduct negotiations and effect settlement after discussion with me, save that if I disappear or are uncontactable, settle my case at your discretion;

consult with me, medical and other experts, counsel, witnesses, accountants, Police, Courtofficials, employers, assessors and any other person whomsoever;

peruse, consider, settle, research, collate, any document, including but not limited to, financial statements, books of accounts, vouchers, medical or other literature, letters, pleadings, opinions;

dictate and/or draff; memo's, letters, pleadings, instructions, opinions and any other document whatever.

7.6 attend telephonically on any person whomsoever;

7.7 travel as you in your sole discretion consider necessary, including to meetings with witnesses, Counsel, inspections in loco and to courts;

instruct and prepare any experts to furnish reports, meet with others, or give evidence;

7.9 attendance and/or appearance at any Court, inquity, official, or anywhere else;

8. Interest at the prime overdraft rate as charged by the Standard Bank of South Africa from time to time, plus an additional 3% will become due on disbursements incurred from the date on which the service is rendered by the service provider until date of payment. In respect of fees, the same interest will apply and will accuse on each item of work done in your matter from the date on which each and every item of work has been done. The hourly rate of R1000,00 will increase by 15% per annum compound at the end of each completed period of 12 months from date of instruction.

9. If for any reason Thave not paid your fees and disbursements within three (3) years of same becoming due specifically waive any defense of prescription to any such claim which may be made against me, my successors or estate by

yourselves in respect thereof.

10. In addition to any other powers available to you I specifically and in evocably authorise you -To receive in my name all moneys including capital and costs and to deduct therefrom and pay

disbursements including Counsel, assessors, medico-legal accounts, other experts, witnesses, Deputy Sheriffs, cost consultants and any other person who has rendered services in the case.

12. Charge me at the rate of R100,00 (excl VAT) per hour in respect of non-professional services if performed by Admin staff including but not limited to file collation and preparation, travel and other attendances which shall escalate on the same basis as the other charges set out herein.

Charge me a commencing disbursement rate of R2.00 (excl VAT) per page photocopying and R3.50 per kilometre travelling VAT exclusive, escalating on the same basis as the other charges herein.

14. Lodge and prosecute any Appeal as you deem appropriate.





15. As security for fees and disbursements arising out of services to be rendered to me I:

16. Linevocably cede to my attorneys Ronald Bobroff & Pariners or their nominees my full claim against any Defendant

and or any cost orders in my favour and arising out of my claim.

17. Agree and confirm that I am directly and personally liable as principal to any person who has rendered any service concerning my claim including but not limited to Advocates, Medico-Legal and other experts, Investigators etc. for the full amount which they have charged. These amounts may include interest and are payable by me directly to the service provider irrespective of whether or not all or any part of any disbursements is taxed off or disallowed to you for whatever reason by any body or person including any faxing master, fees assessment committee; or Court of Law in the event of a review of faxation. This agreement does not prejudice my right to request any organisation or professional body to which any service provider may belong to assess the service provider's fee; you are however specifically instructed and authorised to pay such service provider out of any funds recovered on my behalf. Any payment made by you in this regard is and shall be irrevocably ratified by me.

At the conclusion of my matter or termination of your mandate, you will furnish me with an account listing disbursements incurred together with a brief overview of work done and an approximation of the number of hours spent on my matter. Should I require an itemised accounting in respect of all your attendances I agree to be liable for the fees of a cost consultant in respect of the preparation of such account. Cost consultants either levy a charge of R300,00 per hour to prepare the bill or a charge equal to 15% of the amount of fees reflected in such detailed bill and I agree to provide you with a deposit of 50% of the cost consultants estimate in respect of his charges for the

preparation of such account, prior to your being obliged to furnish such account.

I understand that I may withdraw from this fees agreement with you either by written notice to you, posted by registered post or delivered by hand and signed for, within a period of 7 (SEVEN) days from the date on which I

signed this agreement. Should I fall to object in writing by registered mail or by receipted hand delivery within 30 (IHIRTY) days of having received your final account in my case (such account to reflect all monies received, on my behalf, the fee charged by you for all your work together with an indication of the amount of time spent on my case, and details of disbursements incurred therein). Lagree to abandon any right I may have to request you to prepare a detailed bill of costs for taxation and/or assessment by any taxing master or any fees assessment committee.

If you in your sole and absolute discretion deem that the complexity and/or substantial monetary nature of my/our claim/claims is such that same warrants the need for more than one Attorney to be involved in handling my claim at any one time, and by reason of such fact, decide to appoint such additional person/persons to be so involved, I accept Your decision regarding such said appointment and agree to pay the additional cost thereof, based on the time and other charges set out in this document.

To the extent that any further authority not specified herein is required by you I hereby ratify, allow and confirm and/or promise and agree to ratify, allow and confirm all actions which you or your nominees shall lawfully do or cause to be

done, by virtue of your representing me in this claim or any other claim connected with or relating thereto.

Provided that:-

23.1 You are completely houest and make full disclosure with regard to all matters relating to the claim including but not limited to pre-accident medical history, employment record, description of accident or with regard to any other fact which could in any way reflect on your credibility.

23.2 You accept our recommendations with regard to the conduct of or settlement of the claim, instructions are accepted in this matter on a "no win, no fee basis" without however in any way affecting our liability for disbursements incurred.

24. I specifically waive and abandon any right of action against my attorneys or any member of their staff with respect to any damages I may suffer as a result of any intentional or negligent act or omission which may occur in the conduct of any work on my behalf, to the extent that the amount of such claim/(s) cumulatively exceeds the insurance benefits in force with respect to the practice either at the time the negligence took place or at the time the claim is instituted; whichever is the lesser. In plain English it means that if anyone in your practice is in anyway negligent and as a result of that I suffer a loss, I will receive at no insurance cost to me the benefit of whatever Professional Indemnity Insurance the practice has in force and is available to satisfy claims at the time my claim is made by way of summons being

25. Notwithstanding that I may have entered into one or more other fee agreements with you relating to my action you shall be entitled to rely and enforce any of the agreements entered into, as you may in your sole discretion.

and the signing of this agreement shall not constitute a novation of any other agreement with you.

Signed af JOHANNESBURG this ? witnesses.

2005 in the presence of the undersigned

AS WITNESSES:

		R	SW	•	NO. IN THE PROPERTY AND PARTY.	-
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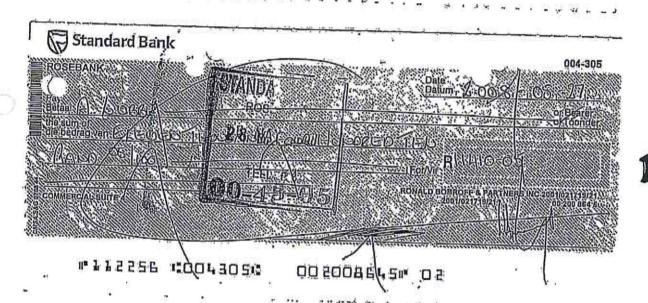
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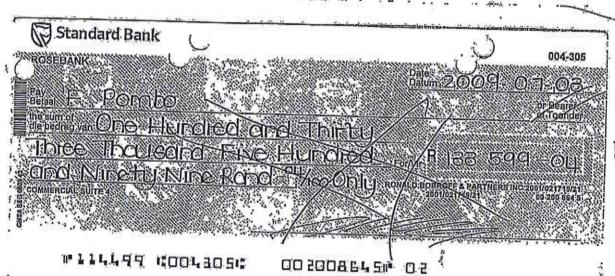
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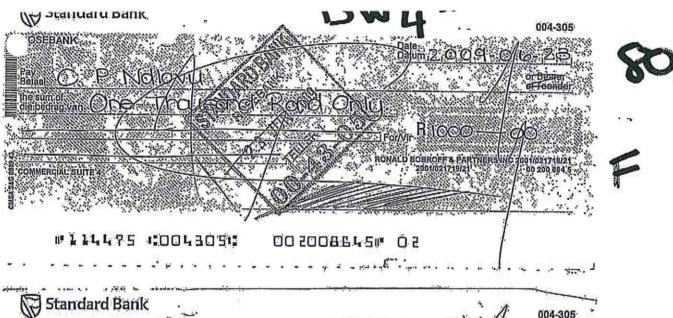
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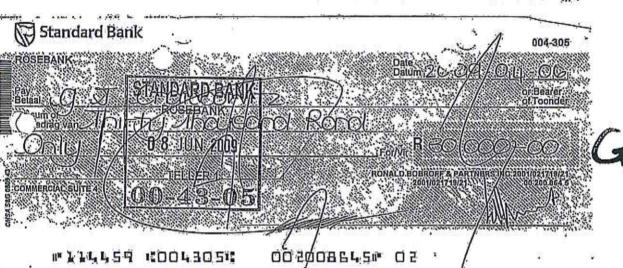
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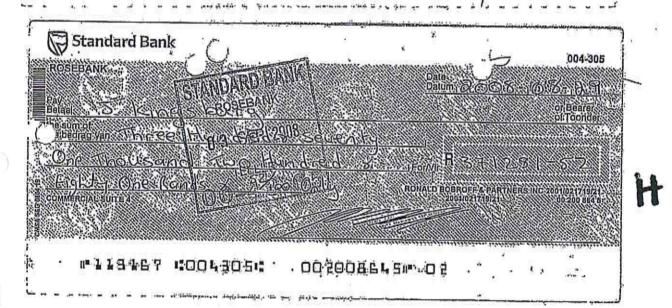




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Christy

From: To:

"Radebe, Maria M" <Maria,Radebe@standardbank.co.za> <accounts@bobroff.co.za>

Senf:

Subject:

15 July 2009 01:10 PM DETAILS OF PAYMENT

Good day Christle

Resaccount number:002008645 R115599,04 Dated 2009,07.09 funds were to the account of D Bobroff

Please call Gordon Miller telephone number:011601 4531

Thank you Regards Maria Telephone number 011 358 8139

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