

EXHIBIT F

ALAN DOWNING: LIFE COACHING SERVICES

LIFE COACHING CLIENT SERVICE AGREEMENT

Client: Benjamin Vayer

Date 4/17/07

Thank you for choosing Alan Downing Life Coaching. This client service agreement establishes the standards and boundaries of our working together. This agreement authorizes Alan Downing Life Coaching to provide the client the services described herein, under the conditions described herein, at an agreed-upon fee as outlined below.

The following is an outline of Alan Downing Life Coaching policies and a description of what to expect in the services to be provided:

1) THE COACHING RELATIONSHIP

Your coach will serve as a mentor, teacher, accountability partner, advisor and consultant. Life coaching focuses on training, goal-setting, accountability, resources, and practical steps to help create and sustain change.

Life coaching may be effective either as a precursor, complement, or follow-up to therapy. If you are currently in therapy, we strongly encourage you to inform your therapist that you are also engaged in coaching.

If you are not in therapy, it is possible, depending on individual circumstances, that your coach will recommend that you consult with an appropriate mental-health professional before continuing with further coaching services.

2) DELIVERY OF SERVICES/OUTCOMES

Alan Downing will provide all coaching services. Coaching is delivered during regularly scheduled sessions by telephone or in person as arranged. Regularly scheduled sessions may be augmented with occasional "emergency" contact calls, as needed and as the coach is available. (This may be valuable to clients who are dealing with particularly high-stress situations or working on overcoming addictive behavior patterns.)

Although the coach may work from a basic program outline in providing coaching services, it is actually you, the client, who determines the overall direction of the coaching, its pace, and eventual outcomes based on your level of commitment and focus during the coaching process.

3) CLIENT RESPONSIBILITIES/RESULTS

In order for coaching to be most effective, the client must make a commitment to take an active part in the process, which may include participating in setting goals, or doing homework assignments and research on your own time between sessions. The coach will assist you to realize your own potential, and respect your right to make your own informed and responsible decisions; thus, you need to be aware that results cannot be guaranteed, and that you are entering into coaching with the understanding that you are largely responsible for your own results.

alan.downinglc@yahoo.com - 67321766-4211

ALAN DOWNING: LIFE COACHING SERVICES

Throughout the course of your coaching, you are responsible for keeping the coach informed of your progress, and for following through with agreed-upon goals. You have the right to participate in the development of ongoing coaching plans, to decline any recommended services, and to be advised of the impact on your goals as a result of declining these recommended services.

4) COACHING SESSIONS

Coaching sessions can be held in person, over the phone, or in combination. It is recommended that coaching sessions be scheduled on a weekly basis for 60 minutes or some combination thereof, although frequency and duration can be determined by individual client needs and preferences.

4a) Live Coaching Sessions: In person coaching sessions will last 50 minutes, and will be scheduled at times and locations to be determined by the client and coach.

4a) Coaching Calls: Coaching calls are typically 30 minutes two times per week or 60 minutes one time per week; longer or more frequent calls may also be an option. Fees are based on the actual total time on the call, not the number of calls. If you call in for your coaching session and receive voicemail, you should leave a message; your call will be returned promptly, and you will be provided with your complete coaching time, or it will be rescheduled if that is best for you. If you are late for a call, the coach may need to end the session at the originally scheduled time, although he will extend the call if his schedule allows.

4b) Additional Client Contact with Coach: You are welcome to call or e-mail your coach between coaching sessions when you have a challenge, can't wait to share a success, or need information. This is an added service to you, and calls under 10 minutes will not be billed for the extra time. Longer unscheduled calls will be considered emergency sessions and will be billed at the regular rate of \$75 an hour (after the first 10 minutes, which are free), with no minimum charge. You are welcome to e-mail your coach as often as you'd like.

5) FEES AND EXPENSES

5a) Billing rate in person sessions: In person coaching sessions are billed at a rate of \$100. per hour.

5b) Billing rate phone sessions: Coaching sessions are billed at a rate of \$75 an hour. Fees are based on the actual total time on the call, not the number of calls – so the fee for two 30-minute calls is the same as for one 60-minute call.

5c) Cost of telephone calls: Unless otherwise agreed upon, the client is responsible for initiating the call to the coach, and the client bears the cost of the telephone call.

5d) Client cancellation of a scheduled appointment: The client remains responsible for coaching session fees for any regularly scheduled calls that the client cancels with less than 24 hours notice. Cancellation notice should be given by phone (not email) whenever possible. Alan Downing is under no obligation to refund or reschedule a coaching session unless advance cancellation notice has been received.

5e) Coach no-show: If the coach misses a scheduled call without advance cancellation notice, he will offer the client the option of either rescheduling the call or session at a mutually agreeable time or receiving a free \$30 credit toward the next regularly scheduled call.

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ALAN DOWNING: LIFE COACHING SERVICES

5f) **Unscheduled "emergency" phone sessions:** As noted in (4b) above, unscheduled calls lasting longer than 10 minutes will be considered emergency sessions and will be billed at the regular rate of \$75 an hour (after the first 10 minutes, which are free), with no minimum charge.

5g) **No charge for initial exploratory session:** Before agreeing to work together, coach and prospective client will have an initial, no-fee "get acquainted" session to determine whether both feel reasonably confident that the prospective client can benefit from the coaching relationship, that the coach has the appropriate expertise to assist the prospective client, and that the rapport between them is likely to result in a supportive coach-client relationship.

5h) **Fees payable in advance of coaching sessions:** Fees are payable by the month, for all the anticipated coaching sessions for that month, in advance of the first coaching session of the month.

5i) **Payment methods accepted:** Alan Downing accepts cash and checks or money orders made out to Alan Downing, Life Coaching Services. Please note that a charge of \$25 will be automatically applied for any checks returned by the bank, and that you will also be liable for all associated bank penalties incurred.

6) CLIENT TERMINATION OF COACHING SERVICES

To get the greatest benefit out of working together, coach and client ideally should begin the coaching relationship with the intention of working together for an initial period of at least three months before making a decision about continuing longer term. However, either party may terminate the coaching agreement at any point, providing at least 24-hour notice before a final session, and paying only for coaching services received to date. The coach will refund the client for the unused portion of any pre-paid coaching services.

7) CONFIDENTIALITY

7a) **General confidentiality commitment:** The client's identity, client relationship, and nature and content of the client's work with Alan Downing, Life Coaching Services will remain private and confidential. Alan Downing will not share any information about the client with a third party unless the client signs an **Informed Consent or Content Release** allowing disclosures to specific parties for specific reasons that benefit the client.

7b) Exceptions to confidentiality:

1) In the course of regular clerical duties Alan Downing, Life Coaching Services, support or clerical staff may be privy to name and limited contact information of Alan Downing, Life Coaching Services clients, but will have no access to information as to the content of the coaching session or matters discussed during coaching.

2) In the event that the coach believes there is clear and imminent danger to the life and physical safety of the client or others, the coach may be required to disclose selected information in order to make appropriate and potentially life-saving interventions.

3) In unusual circumstances, legal requirements may demand that confidential material be revealed.

4) If a client publicly makes false and slanderous claims about the coach's work with the client, with the intent to harm Alan Downing personally and professionally, the coach's confidentiality obligations will be deemed null and void, so that he may fully and effectively respond publicly or privately, as appropriate, to false charges.

ALAN DOWNING: LIFE COACHING SERVICES

8) ACKNOWLEDGEMENT OF AGREEMENT:

Your signature below certifies understanding of, and agreement with, the following:

I acknowledge that I have read and understand the above terms and guidelines. By signing this document I acknowledge that I am responsible for payments and notifications as outlined. If I am signing this document as a parent or legal guardian on behalf of a minor, then by signing I am accepting responsibility for any charges accrued on their behalf with Alan Downing, Life Coaching Services.

I agree to utilize Alan Downing, Life Coaching services with the full understanding that Alan Downing, and Alan Downing Life Coaching Services and its employees are in no way responsible or liable for my decisions, actions and their outcomes. I also agree to hold Alan Downing, and Alan Downing Life Coaching Services and its employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or my actions taken while working with or as a result of working with Alan Downing, Life Coaching Services.

I have read this client service agreement and agree to abide by its terms and conditions, and acknowledge receipt of my own copy of this Agreement.

Client's Signature: Benjamin Unger Date: 4/17/07

Printed Name: Benjamin Unger

Parent/Guardian Signature _____ Date: _____

Printed Name: _____

For Alan Downing, Life Coaching Services: Alan Downing
Alan Downing

Alan Downing requires the above client signature prior to commencing life coaching work. Please complete and then fax or mail this page to Alan Downing.

ALAN DOWNING: LIFE COACHING SERVICES

9) HOLD HARMLESS

Client agrees to utilize Alan Downing Life Coaching services with the full understanding that Alan Downing, Alan Downing, Life Coach Services and its employees are in no way responsible or liable for your decisions, actions and their outcomes. You also agree to hold Alan Downing, and Alan Downing, Life Coaching Services and its employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or any actions taken while working with or as a result of working with Alan Downing, Life Coaching Services.

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I agree to utilize Alan Downing, Life Coaching services with the full understanding that Alan Downing, and Alan Downing Life Coaching Services and its employees are in no way responsible or liable for my decisions, actions and their outcomes. I also agree to hold Alan Downing, and Alan Downing Life Coaching Services and its employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or my actions taken while working with or as a result of working with Alan Downing, Life Coaching Services.

I have read this client service agreement and agree to abide by its terms and conditions, and acknowledge receipt of my own copy of this Agreement.

Client's Signature: *Benjamin Unger* Date: 4/17/07

Printed Name: Benjamin Unger

Parent/Guardian Signature _____ Date: _____

Printed Name: _____

For Alan Downing, Life Coaching Services: *Alan Downing*
Alan Downing

Alan Downing requires the above client signature prior to commencing life coaching work. Please complete and then fax or mail this page to Alan Downing.

**The Jonah Institute
for Gender Affirmation**

Group Coaching Informed Consent and Participation Agreement

Group coaching is a widely accepted and effective form of personal growth; however, group coaching entails certain risks. This form describes some of those risks. This form outlines group rules and agreements that are designed to increase the safety of the group.

Risks associated with group coaching include, but are not limited to, the following:

1. The law may require the group facilitators to notify the authorities if you reveal that you are abusing or have abused a child or if you express intent to harm yourself or other people.
2. Group members may share confidential information during group meetings. If you disclose that information outside the group, the member whose information you have disclosed might have grounds to bring legal action against you.
3. If you reveal confidential information to the group, that information might be disclosed outside the group by other members of the group. You could be hurt emotionally and economically by information revealed outside the group.

B.V. Initial

In addition to understanding the risks explained above, you agree to abide by the rules of this group as described below.

You agree to maintain the privacy of all individuals within the group. Specifically, you agree to the following three points:

1. You will not disclose to anyone outside the group, any information that would allow them to identify another participant in the group without that participant's express permission.
2. You will not discuss with anyone outside the group information about specific processes or events that occur within the group. (This is to maintain the integrity of the processes since prior knowledge of processes can diminish their effectiveness for future group participants.)
3. You will not disclose to anyone outside the group specifics about life experiences shared by any participant, coach, or facilitator within the group without express permission of that individual.

Exceptions to these agreements are limited to the following: you may discuss with others the principles and theories taught in the group; you may also share information about your experiences in the group with your therapist.

B.V. Initial

Group Policies

1. Joining the group
 - a. Group admission is on an on-going base. Group members will be informed of a new member joining the group one week in advance.
 - b. All group members must either be coaching clients of the Jonah Institute or have completed an individual, in person evaluation before joining the group.
 - c. Membership in the group is determined by the group facilitator(s).
2. Leaving the group
 - a. Group members may terminate their participation in the group at any time with 2 weeks minimum notice. This requirement is in place in order to promote emotional safety and allow other group members the opportunity to process their feelings around the departure of the group member
3. Outside of group contact
 - a. Contact between group members outside of group is neither encouraged nor discouraged, however if outside of group contact occurs, then group members are responsible to maintain the rules and policies of the group, particularly related to sexual and emotional relations.
 - b. In the event that relationships outside of the group setting occur, then group members agree to keep these relationships open to all group members.
4. Payment guidelines
 - a. Payments may be made by cash, check, or internet "donation" to JONAH, for a minimum of 4 sessions in advance. Actual attendance will be deducted from on-account payments.
 - b. Checks are made out to JONAH.
 - c. Payments may be made at the JONAH website

In addition, you agree that you will not seek, instigate, or consent to any sexual contact with any member of the group at any time during or after your mutual participation in the group.

B, U. Initial

Although all participants in these groups have signed this same privacy agreement, your confidentiality cannot be guaranteed. You hold The Jonah Institute for Gender Affirmation and its employees and staff harmless for breaches in confidentiality that arise from the behavior of other group participants.

B, U. Initial

If you violate the rules of confidentiality or the rule of no sexual contact, you acknowledge that you will be required to discontinue participation in the group.

By signing this form, you give permission to the employees and staff of The Jonah Institute for Gender Affirmation to discuss your personal information with one another for the purpose of your therapeutic benefit.

You understand that this group is led by a coach, who is an unlicensed paraprofessional.

Payment:

The cost of participation in the group is \$60.00 per session, payable at least 4 weeks in advance. Missed sessions, with at least 24 hours notice will be credited towards future sessions. Group participants who miss group sessions with less than 24 hours notice will be responsible for the full cost of the session. Payments may be made by either cash, check (made payable to The Jonah Institute), or by "donation" at the JONAH website.

I have read and fully understand the information provided above about the risks of group coaching. I have discussed these risks with the group leader and have had the chance to ask all of the questions I wished to ask about the matters listed above and about all other concerns. The group leader has answered all of my questions to my satisfaction. I understand that I can leave the group at any time, and that I am requested to give two weeks notice prior to leaving the group permanently. By signing this document, I agree to accept the risks listed in this form and the risks explained to me by the group leader.

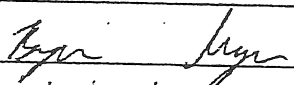
Print Name: BENJAMIN UNGER
Signature: 
Date: 10/07/07

EXHIBIT G

ALAN DOWNING: LIFE COACHING SERVICES

LIFE COACHING CLIENT SERVICE AGREEMENT

Client: Chaim Levin

Date ~~05/06~~ 06/8/07

Thank you for choosing Alan Downing Life Coaching. This client service agreement establishes the standards and boundaries of our working together. This agreement authorizes Alan Downing Life Coaching to provide the client the services described herein, under the conditions described herein, at an agreed-upon fee as outlined below.

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Although the coach may work from a basic program outline in providing coaching services, it is actually you, the client, who determines the overall direction of the coaching, its pace, and eventual outcomes based on your level of commitment and focus during the coaching process.

3) CLIENT RESPONSIBILITIES/RESULTS

In order for coaching to be most effective, the client must make a commitment to take an active part in the process, which may include participating in setting goals, or doing homework assignments and research on your own time between sessions. The coach will assist you to realize your own potential, and respect your right to make your own informed and responsible decisions; thus, you need to be aware that results cannot be guaranteed, and that you are entering into coaching with the understanding that you are largely responsible for your own results.

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ALAN DOWNING: LIFE COACHING SERVICES

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4) COACHING SESSIONS

Coaching sessions can be held in person, over the phone, or in combination. It is recommended that coaching sessions be scheduled on a weekly basis for 60 minutes or some combination thereof, although frequency and duration can be determined by individual client needs and preferences.

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4a) Coaching Calls: Coaching calls are typically 30 minutes two times per week or 60 minutes one time per week; longer or more frequent calls may also be an option. Fees are based on the actual total time on the call, not the number of calls. If you call in for your coaching session and receive voicemail, you should leave a message; your call will be returned promptly, and you will be provided with your complete coaching time, or it will be rescheduled if that is best for you. If you are late for a call, the coach may need to end the session at the originally scheduled time, although he will extend the call if his schedule allows.

4b) Additional Client Contact with Coach: You are welcome to call or e-mail your coach between coaching sessions when you have a challenge, can't wait to share a success, or need information. This is an added service to you, and calls under 10 minutes will not be billed for the extra time. Longer unscheduled calls will be considered emergency sessions and will be billed at the regular rate of \$75 an hour (after the first 10 minutes, which are free), with no minimum charge. You are welcome to e-mail your coach as often as you'd like.

5) FEES AND EXPENSES

5a) Billing rate in person sessions: In person coaching sessions are billed at a rate of \$100 per hour.

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5c) Cost of telephone calls: Unless otherwise agreed upon, the client is responsible for initiating the call to the coach, and the client bears the cost of the telephone call.

5d) Client cancellation of a scheduled appointment: The client remains responsible for coaching session fees for any regularly scheduled calls that the client cancels with less than 24 hours notice. Cancellation notice should be given by phone (not email) whenever possible. Alan Downing is under no obligation to refund or reschedule a coaching session unless advance cancellation notice has been received.

5e) Coach no-show: If the coach misses a scheduled call without advance cancellation notice, he will offer the client the option of either rescheduling the call or session at a mutually agreeable time or receiving a free \$30 credit toward the next regularly scheduled call.

ALAN DOWNING: LIFE COACHING SERVICES

5f) **Unscheduled "emergency" phone sessions:** As noted in (4b) above, unscheduled calls lasting longer than 10 minutes will be considered emergency sessions and will be billed at the regular rate of \$75 an hour (after the first 10 minutes, which are free), with no minimum charge.

5g) **No charge for initial exploratory session:** Before agreeing to work together, coach and prospective client will have an initial, no-fee "get acquainted" session to determine whether both feel reasonably confident that the prospective client can benefit from the coaching relationship, that the coach has the appropriate expertise to assist the prospective client, and that the rapport between them is likely to result in a supportive coach-client relationship.

5h) **Fees payable in advance of coaching sessions:** Fees are payable by the month, for all the anticipated coaching sessions for that month, in advance of the first coaching session of the month.

5i) **Payment methods accepted:** Alan Downing accepts cash and checks or money orders made out to Alan Downing, Life Coaching Services. Please note that a charge of \$25 will be automatically applied for any checks returned by the bank, and that you will also be liable for all associated bank penalties incurred.

6) CLIENT TERMINATION OF COACHING SERVICES

To get the greatest benefit out of working together, coach and client ideally should begin the coaching relationship with the intention of working together for an initial period of at least three months before making a decision about continuing longer term. However, either party may terminate the coaching agreement at any point, providing at least 24-hour notice before a final session, and paying only for coaching services received to date. The coach will refund the client for the unused portion of any pre-paid coaching services.

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7b) Exceptions to confidentiality:

1) In the course of regular clerical duties Alan Downing, Life Coaching Services, support or clerical staff may be privy to name and limited contact information of Alan Downing, Life Coaching Services clients, but will have no access to information as to the content of the coaching session or matters discussed during coaching.

2) In the event that the coach believes there is clear and imminent danger to the life and physical safety of the client or others, the coach may be required to disclose selected information in order to make appropriate and potentially life-saving interventions.

3) In unusual circumstances, legal requirements may demand that confidential material be revealed.

4) If a client publicly makes false and slanderous claims about the coach's work with the client, with the intent to harm Alan Downing personally and professionally, the coach's confidentiality obligations will be deemed null and void, so that he may fully and effectively respond publicly or privately, as appropriate, to false charges.

ALAN DOWNING: LIFE COACHING SERVICES

8) ACKNOWLEDGEMENT OF AGREEMENT:

Your signature below certifies understanding of, and agreement with, the following:

I acknowledge that I have read and understand the above terms and guidelines. By signing this document I acknowledge that I am responsible for payments and notifications as outlined. If I am signing this document as a parent or legal guardian on behalf of a minor, then by signing I am accepting responsibility for any charges accrued on their behalf with Alan Downing, Life Coaching Services.

I agree to utilize Alan Downing, Life Coaching services with the full understanding that Alan Downing, and Alan Downing Life Coaching Services and its employees are in no way responsible or liable for my decisions, actions and their outcomes. I also agree to hold Alan Downing, and Alan Downing Life Coaching Services and its employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or my actions taken while working with or as a result of working with Alan Downing, Life Coaching Services.

I have read this client service agreement and agree to abide by its terms and conditions, and acknowledge receipt of my own copy of this Agreement.

Client's Signature: Chaim Levin Date: 06/08/07

Printed Name: Chaim Levin

Parent/Guardian Signature _____ Date: _____

Printed Name: _____

For Alan Downing, Life Coaching Services: Alan Downing
Alan Downing

Alan Downing requires the above client signature prior to commencing life coaching work. Please complete and then fax or mail this page to Alan Downing.

ALAN DOWNING: LIFE COACHING SERVICES

9) HOLD HARMLESS

Client agrees to utilize Alan Downing Life Coaching services with the full understanding that Alan Downing, Alan Downing, Life Coach Services and its employees are in no way responsible or liable for your decisions, actions and their outcomes. You also agree to hold Alan Downing, and Alan Downing, Life Coaching Services and its employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or any actions taken while working with or as a result of working with Alan Downing, Life Coaching Services.

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I have read this client service agreement and agree to abide by its terms and conditions, and acknowledge receipt of my own copy of this Agreement.

Client's Signature: Chaim Levin Date: 06/08/07

Printed Name: Chaim Levin

Parent/Guardian Signature _____ Date: _____

Printed Name: _____

For Alan Downing, Life Coaching Services: Alan Downing
Alan Downing

Alan Downing requires the above client signature prior to commencing life coaching work. Please complete and then fax or mail this page to Alan Downing.

I Give Alan Downing permission to share information about of my therapy with Arthur Gotts Goldberg of JONAH.

Chaim Levin

**The Jonah Institute
for Gender Affirmation**

Group Coaching Informed Consent and Participation Agreement

Group coaching is a widely accepted and effective form of personal growth; however, group coaching entails certain risks. This form describes some of those risks. This form outlines group rules and agreements that are designed to increase the safety of the group.

Risks associated with group coaching include, but are not limited to, the following:

1. The law may require the group facilitators to notify the authorities if you reveal that you are abusing or have abused a child or if you express intent to harm yourself or other people.
2. Group members may share confidential information during group meetings. If you disclose that information outside the group, the member whose information you have disclosed might have grounds to bring legal action against you.
3. If you reveal confidential information to the group, that information might be disclosed outside the group by other members of the group. You could be hurt emotionally and economically by information revealed outside the group.

CL Initial

In addition to understanding the risks explained above, you agree to abide by the rules of this group as described below.

You agree to maintain the privacy of all individuals within the group. Specifically, you agree to the following three points:

1. You will not disclose to anyone outside the group, any information that would allow them to identify another participant in the group without that participant's express permission.
2. You will not discuss with anyone outside the group information about specific processes or events that occur within the group. (This is to maintain the integrity of the processes since prior knowledge of processes can diminish their effectiveness for future group participants.)
3. You will not disclose to anyone outside the group specifics about life experiences shared by any participant, coach, or facilitator within the group without express permission of that individual.

Exceptions to these agreements are limited to the following: you may discuss with others the principles and theories taught in the group; you may also share information about your experiences in the group with your therapist.

CL Initial

In addition, you agree that you will not seek, instigate, or consent to any sexual contact with any member of the group at any time during or after your mutual participation in the group.

CL Initial

Although all participants in these groups have signed this same privacy agreement, your confidentiality cannot be guaranteed. You hold The Jonah Institute for Gender Affirmation and its employees and staff harmless for breaches in confidentiality that arise from the behavior of other group participants.

CL Initial

If you violate the rules of confidentiality or the rule of no sexual contact, you acknowledge that you will be required to discontinue participation in the group.

By signing this form, you give permission to the employees and staff of The Jonah Institute for Gender Affirmation to discuss your personal information with one another for the purpose of your therapeutic benefit.

You understand that this group is led by a coach, who is an unlicensed paraprofessional.

Payment:

The cost of participation in the group is \$60.00 per session, payable at least 4 weeks in advance. Missed sessions, with at least 24 hours notice will be credited towards future sessions. Group participants who miss group sessions with less than 24 hours notice will be responsible for the full cost of the session. Payments may be made by either cash, check (made payable to The Jonah Institute), or by "donation" at the JONAH website.

I have read and fully understand the information provided above about the risks of group coaching. I have discussed these risks with the group leader and have had the chance to ask all of the questions I wished to ask about the matters listed above and about all other concerns. The group leader has answered all of my questions to my satisfaction. I understand that I can leave the group at any time, and that I am requested to give two weeks notice prior to leaving the group permanently. By signing this document, I agree to accept the risks listed in this form and the risks explained to me by the group leader.

Print Name: Chaim Levin

Signature: [Handwritten Signature]

Date: 10/09/07

Group Policies

1. Joining the group
 - a. Group admission is on an on-going base. Group members will be informed of a new member joining the group one week in advance.
 - b. All group members must either be coaching clients of the Jonah Institute or have completed an individual, in person evaluation before joining the group.
 - c. Membership in the group is determined by the group facilitator(s).
2. Leaving the group
 - a. Group members may terminate their participation in the group at any time with 2 weeks minimum notice. This requirement is in place in order to promote emotional safety and allow other group members the opportunity to process their feelings around the departure of the group member
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 - a. Contact between group members outside of group is neither encouraged nor discouraged, however if outside of group contact occurs, then group members are responsible to maintain the rules and policies of the group, particularly related to sexual and emotional relations.
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 - a. Payments may be made by cash, check, or internet "donation" to JONAH, for a minimum of 4 sessions in advance. Actual attendance will be deducted from on-account payments.
 - b. Checks are made out to JONAH.
 - c. Payments may be made at the JONAH website

EXHIBIT H

Jonah Institute of Gender Affirmation
PO Box 313
Jersey City, NJ 07030

Consent to Treat and Financial Agreement

Counselor Thaddeus Heffner Client Sheldon Breck

Introduction

We welcome you as a client to the Jonah Institute of Gender Affirmation (hereinafter referred to as "Jonah Institute" or "Institute") and thank you for choosing the Jonah Institute. This document contains important information about our professional services and our business practices. This agreement not only also establishes the standards and boundaries of our working together, but also authorizes the Institute, through one or more of its independent contractor consultants to provide the client with the services described herein, under the conditions described herein, at an agreed-upon fee as outlined below.

The Jonah Institute utilizes the services of certain psychiatrists, psychologists, social workers, life coaches, certified relationship specialists, and mentors as their independent contractor consultants (hereinafter collectively referred to as "counselors" or "service provider".)

The type of services provided are not easily described in general statements. It varies depending on the personalities and training of the service provider and the needs of the particular client, and the issues, you, as the client may bring forward. There are many different modalities the service provider may use to deal with the problems that you hope to address and they may involve cognitive (intellect), physical (body based), emotional (heart), and spiritual (soul) processes. Our work calls for a very active effort on the client's part. The processes need your active involvement in order to be successful. In order for the counseling to be most successful, the client needs to work on his/her issues both during the counseling sessions and at home.

Because our services often involve discussing and dealing directly with unpleasant aspects of one's life, a client may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness, and helplessness. Please be aware that experiencing these emotions, counter-emotions, and defenses are a normal part of the process. Significantly, however, after experiencing such feelings, our services have been shown to provide benefits for those who go through it and lead to better relationships, solutions to specific problems, and significant reductions in feelings of distress. But there are no guarantees of what the client will experience.

The first few sessions will involve an evaluation of a client's needs. By the end of the evaluation, the service provider will be able to offer some initial impressions of what the work will include and the service provider will set forth a treatment plan to follow, assuming you decide to continue with the work. You should evaluate this information

along with your own opinions of whether you feel comfortable working with the individual counselor. If you have a question about the "fit" between you and the counselor, please speak to the Institute's Co-director, Arthur Goldberg. The services we provide involve a large commitment of time, money, and energy, so you should assure yourself that you are comfortable with the counselor selected. If you have a question about the "fit" between you and the counselor, please speak to the Institute's co-director, Arthur Goldberg. If you have other questions about the counselor's treatment plan and/or his/her procedures, they should be discussed first with the counselor and subsequently with the Co-director of the Jonah Institute.

II. The Counseling Relationship

Your counselor will serve as a mentor, teacher, accountability partner, advisor and consultant. His/her function is to focus on training, goal-setting, accountability, resources, and practical steps to help create and sustain change.

If the counselor with whom you are working is a life coach or mentor, the following applies: Life coaching and mentoring may be effective either as a precursor, complement, or follow-up to therapy. If you are currently in therapy, we strongly encourage you to inform your therapist that you are also engaged in coaching/mentoring. If you are not in therapy, it is possible, depending on individual circumstances, that your coach/mentor will recommend that you consult with an appropriate mental-health professional (either within the Jonah Institute or outside of it) before continuing with further coaching or mentoring services.

III. Sexual-Orientation Distress :


Some of the treatment offered by the Jonah Institute is with a goal of decreasing homosexual attractions and increasing heterosexual responsiveness. This is a controversial form of treatment because there are those in the mental health professions that contend that sexual orientation cannot and/or should not be changed and that homosexuality is normal, healthy, and need not be changed.

If you have entered counseling for treatment of sexual-orientation distress, please inform yourself about the differing point of view of our Institute and its consulting counselors, as detailed in our Co-director's book, *Light in the Closet: Torah, Homosexuality, and the Power to Change*, and also at the web site of our parent organization, JONAH (www.jonahweb.org) as well as the web sites of NARTH, an educational organization (www.narth.com), and People Can Change (www.peoplecanchange.com), an organization of men who have successfully changed their sexual orientation.

Direction of Treatment. It is important that you feel in control of the direction of the services provided to you at all times. During the course of your time with our counselors, it is possible that you may change your mind and decide to accept a homosexual outcome. If so, or if the advice being offered by your counselor violates your personal convictions or intentions, **you should notify your counselor at once** to re-evaluate the direction of the services being provided to you.

You should also be aware that involving yourself with gender affirming processes may evoke stressful feelings and temporary life changes which could be difficult to deal with. There is no guarantee of successful change, although most clients do experience benefit from the process. Most clients typically find that growth into heterosexuality is an ongoing, lifetime process. It is also necessary to be aware that for many people, some homosexual attractions may remain.

Sometimes the gender affirming process can bring up uncomfortable feelings such as anxiety, sadness, anger, and so on; please be aware that this is a normal response to talking about unresolved life experiences.

Initial 

Length of Treatment: For information on expected length of treatment, please consult with your counselor.

Issues Concerning Treatment: While we hope you will be satisfied with your sessions at the Jonah Institute, if for any reason you need to discuss any aspect of your treatment, please contact either Arthur Goldberg or Elaine Berk, Co-directors.


Note: We **do not** provide gay-affirmative treatment (therapy which affirms the homosexual condition). Such treatment is readily available at most other clinics. If you are *not* in agreement with our point of view, you most likely would be better served by seeking therapy from a gay-affirmative psychotherapist.

Initial 

Possible Treatment Outcomes: The Jonah Institute takes the position that even in cases where sexual orientation *cannot* be changed, sexual behavior and sexual self-identity can often be altered sufficiently by the client to assist him or her to stop leading a sexual lifestyle with which he or she is uncomfortable or is incongruent with their basic value structure.

As part of agreeing to undertake this course of counseling, a client should understand the risks and benefits of the treatment. If successful, the treatment would allow a person uncomfortable with his or her sexual orientation or sexual practices to develop a lifestyle or orientation that he or she may find more comfortable or satisfying. Such a change may be difficult to obtain and may not necessarily make the person happier in the immediate future. Clients who are struggling with these issues may also face periods of relapse in the behavior that they find distressing or uncomfortable.

By signing at the bottom of this agreement and initialing this specific paragraph, the client expresses his or her understanding of the nature of the treatment and the fact that success is not guaranteed.

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IV. Delivery of Services/Outcomes

Counseling is delivered during regularly scheduled sessions by telephone or in person, as arranged. Regularly scheduled sessions may be augmented with occasional "emergency" contact calls, as needed and as the counselor is available. (This may be valuable to clients who are dealing with particularly high-stress situations or working on overcoming addictive behavior patterns.)

Although the counselor may work from a basic program outline in providing services, it is actually you, the client, who determines the overall direction of the counseling, its pace, and eventual outcomes based on your level of commitment and focus during the counseling process.

V. Client Responsibilities/Results

In order for counseling to be most effective, the client must make a commitment to take an active part in the process, which may include participating in setting goals, or doing homework assignments and research on your own time between sessions. The counselor will assist you in realizing your own potential, and respect your right to make your own informed and responsible decisions; thus, you need to be aware that results cannot be guaranteed, and that you are entering into counseling with the understanding that you are largely responsible for your own results.

Throughout the course of your counseling, you are responsible for keeping the counselor informed of your progress, and for following through with agreed-upon goals. You have the right to participate in the development of ongoing session plans, to decline any recommended services, and to be advised of the impact on your goals as a result of declining these recommended services.

VI. Counseling Sessions

Counseling sessions can be held in person, over the phone, or in combination. It is recommended that counseling sessions be scheduled on a weekly basis for 60 minutes or some combination thereof, although frequency and duration can be determined by individual client needs and preferences.

a) Live Counseling Sessions: In person counseling sessions will last approximately 55 to 60 minutes, and will be scheduled at times and locations to be determined by the client and counselor.

b) Counseling Calls: Counseling calls are typically 60 minutes, one time per week or 30 minutes twice a week; longer or more frequent calls may also be an option. Fees are based on the actual total time on the call, not the number of calls. If you call in for your counseling session and receive voicemail, you should leave a message; your call will be returned promptly, and you will be provided with your complete session time, or it will be rescheduled if that is best for you. If you are late for a call, the counselor may need to end the session at the originally scheduled time, although he will extend the call if his schedule allows.

The most effective form of counseling is typically in the form of regularly scheduled, face-to-face, individual sessions. For that reason, we generally recommend office-based counseling.

However, some clients are unable to find a suitable service provider in their geographical area, and therefore they decide to receive their services in the form of telephone consultations.

It is important for the client to recognize the following: telephone consultations are educational, but may not be as effective as face-to-face sessions; the counselor is providing the services under the jurisdiction of his own state, and is not necessarily licensed to practice in the client's state; and, supplementary, face-to-face counseling or transfer to another professional may be necessary if the client should experience severe emotional disturbance, such as anxiety or depression.

The use of telephone sessions is intended to allow for a provision of services in areas beyond the local geographic service areas of the Jonah Institute. Certain professional organizations have issued a cautionary statement that the counselor may be unable to assess the client's affect or demeanor by telephone.

Initial MB

c) Additional Client Contact with Counselor: You are welcome to call or e-mail your counselor between counseling sessions when you have a challenge, cannot wait to share a success, or need information. This is an added service to you, and calls under 10 minutes will not be billed for the extra time. Longer, unscheduled calls will be considered emergency sessions and will be billed at the regular phone counseling rate of \$100 an hour (after the first 10 minutes, which are free), with no minimum charge. You are welcome to e-mail your counselor as often as you'd like.

d) Skype Therapy: In the event that the client chooses to receive services through the Internet (Skype), the client acknowledges awareness that although Skype is generally considered reliable to protect confidentiality, technological failures can occur which may breach confidentiality. Client agrees to hold the Jonah Institute harmless for any such failures, which would inevitably be beyond the Jonah Institute's ability to control.

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VII. Fees and Expenses

a) Billing rate: in person sessions: In person sessions are billed at a rate of \$100 per hour.

b) Billing rate: phone sessions: Telephone sessions are billed at a rate of \$100 an hour. Fees are based on the actual total time on the call, not the number of calls – so the fee for two 30-minute calls is the same as for one 60-minute call.

c) Cost of telephone calls: Unless otherwise agreed upon, the client is responsible for initiating the call and the client bears the cost of the telephone call.

d) Client cancellation of a scheduled appointment: The client is responsible for counseling session fees for any regularly scheduled calls that the client cancels with less than 24 hours notice. Cancellation notice should be given by phone (not email) whenever possible. The service provider is under no obligation to refund or reschedule a counselling session unless advance cancellation notice has been received.

e) Counselor no-show: If the counselor misses a scheduled call without advance cancellation notice, he/she will offer the client the option of either rescheduling the call or session at a mutually agreeable time or receiving a free partial credit (\$30) toward the next regularly scheduled call.

f) Unscheduled "emergency" phone sessions: As noted in (c) above, unscheduled calls lasting longer than 10 minutes will be considered emergency sessions and will be billed at the regular rate of \$100 an hour (after the first 10 minutes, which are free), with no minimum charge.

g) No charge for initial exploratory session: Before agreeing to work together, counselor and prospective client (or client's guardian) will have an initial, no-fee "get acquainted" (phone) consult to determine whether both feel reasonably confident that the prospective client can benefit from the counseling relationship, that the counselor has the appropriate expertise to assist the prospective client, and that the rapport between them is likely to result in a supportive counselor-client relationship.

h) Fees payable in advance of phone counseling sessions: Fees are payable by the month, for all the anticipated phone counseling sessions for that month, in advance of the first coaching session of the month. Arrangements must be made in advance if the client needs to make an exception.

i) Fees payable on day of the service for in person counseling sessions: Fees are payable the day of session for all in-person counseling sessions.

j) Payment methods: The independent contractor counselor is authorized to accept cash, checks or money orders made out to them. Alternatively, the client may pay by credit card through the JONAH web site and JONAH will in turn pay the counselor. Please note that a charge of \$25 will be automatically applied for any checks returned by the bank, and that you will also be liable for all associated bank penalties incurred.

k) Discount: In rare cases, fees may be discounted according to income and family size. In such cases, your most recent W-2 must be submitted at intake and yearly thereafter to verify income.

VIII. Client Termination of Counseling Services

To achieve the greatest benefit out of working together, counselor and client ideally should begin the counseling relationship with the intention of working together for an initial period of at least three months before making a decision about continuing longer term. However, either party may terminate the counseling agreement at any point, providing at least 24-hour notice before a final session, and paying only for counseling services received to date. The counselor will refund the client for the unused portion of

any pre-paid monies earmarked for services. Additionally, to the counselor's best effort, he will assist the client in identifying other sources of treatment.

IX. Minors

If you are under eighteen years of age, please be aware that the law may provide your parents the right to examine your treatment records. It is our policy to request an agreement from parents that they agree to give up access to your records. If they agree, we will provide them only with general information about our work together, unless we feel there is a high risk that you will seriously harm yourself or others. In this case, we will notify them of our concern. We will also provide them with a summary of your treatment when it is complete. Before giving them any information, we will discuss the matter with you, if possible, and do our best to handle any objections you may have with what we are prepared to discuss. [At the end of your treatment, we will prepare a summary of our work together for your parents, and we will discuss it before we send it to them.]

X. Confidentiality

a) **General confidentiality commitment:** The client's identity, client relationship, and nature and content of the client's work with the Jonah Institute will remain private and confidential. The Jonah Institute will not share any information about the client with a third party unless the client (or guardian) signs an **Informed Consent** or **Content Release** allowing disclosures to specific parties for specific reasons that benefit the client. However, please be advised that those associated with the Jonah Institute may discuss your case with other professionals within the Jonah Institute in an effort to gain greater clarity about aspects of your case or to arrange for back up counselors for your individual issues.

b) Exceptions to confidentiality:

1) In the course of regular clerical duties for the Jonah service providers, support or clerical staff may be privy to name and limited contact information of the clients, but will have no access to information such as the content of the counseling session or matters discussed during counseling.

2) In the event that the counselor believes there is clear and imminent danger to the life and physical safety of the client or others, the counselor may be required to disclose selected information in order to make appropriate and potentially life-saving interventions.

3) In unusual circumstances, legal requirements may demand that confidential material be revealed.

4) If a client publicly makes false and slanderous claims about the counselor's work with the client, with the intent to harm any counselor associated with the Institute either personally or professionally, the counselor's confidentiality obligations will be deemed null and void, so that he may fully and effectively respond publicly or privately, as appropriate, to false charges.

5) If there is an action which alleges that there is a breach of duties running between service provider and client.

6) In addition, there may be a limited disclosure if a collection action is necessary.

Initial MB

XI. Hold Harmless

Client agrees to utilize the particular counselor/service provider of the Jonah Institute with the full understanding that the Jonah Institute and its employees and independent contractors are in no way responsible or liable for your decisions, actions and their outcomes. You also agree to hold the Jonah Institute and its employees and independent contractors free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or any actions taken while working with or as a result of working with the Jonah Institute.

ENTIRETY OF AGREEMENT: This document represents the entirety of the agreement between the parties, and there are no other agreements. This document may not be changed except by written agreement signed by both parties.

Initial MB

MERGER AGREEMENT: All prior negotiations and representations are subsumed in this document and merged herein.

Initial MB

I understand and agree to the foregoing information.

XII. ACKNOWLEDGEMENT OF AGREEMENT:

Your signature below certifies understanding of, and agreement with, the following:

I acknowledge that I have read and understand the above terms and guidelines. By signing this document, I acknowledge that I am responsible for payments and notifications as outlined. If I am signing this document as a parent or legal guardian on behalf of a minor, then by signing I am accepting responsibility for any charges accrued on their behalf with the Jonah Institute.

I agree to utilize the services of the Jonah Institute with the full understanding that the Institute and its employees and independent contractors are in no way responsible or liable for my decisions, actions and their outcomes. I also agree to hold the Jonah Institute and the individual counselor(s) with whom I am working and the Institute's employees free of all liability and responsibility for any adverse situations created as a direct or indirect result of a specific referral, advice given, or my actions taken while working with or as a result of working with the Jonah Institute.

I have read this client service agreement and agree to abide by its terms and conditions, and acknowledge receipt of my own copy of this Agreement.

Client's Signature - [Signature] Date: December 14, 2011

Printed Name: Sheldon Tj Bruck

Parent/Guardian Signature [Signature] Date: Dec. 13, 09

Printed Name: Tj Bruck

For the JONAH Institute : _____

Counselor/Service Provider

The Jonah Institute requires the above client signature prior to commencing counseling. Please complete and then fax, mail or scan and email this page to the Jonah Institute.

Patient Notification of Privacy Rights

AAMFT Approved Supervisor:
Susan Lahey Ph.D., LMFT
(615) 491-6114


The Health Insurance Portability and Accountability Act (HIPAA) has created new patient protections surrounding the use of protected health information. Commonly referred to as the "medical records privacy law", HIPAA provides patient protections related to the electronic transmission of data ("the transaction rules"), and the keeping of patient records ("the security rules"). HIPAA applies to all health care providers, including the mental health care, and providers and care agencies throughout the country are now required to provide patients a notification of their privacy rights as it relates to their health care records. You may have already received similar notices such as this one from your other health care providers.

As you might expect, the HIPAA law and regulations are extremely detailed and difficult to grasp if you don't have formal legal training. My Patient Notification of Privacy Rights is my attempt to inform you of your rights in a simple yet comprehensive fashion. Please read this document as it is important you know what patient protections HIPAA affords all of us. In mental health care, confidentiality and privacy are central to the success of the therapeutic relationship and as such, you will find I will do all I can do to protect the privacy of your mental health records. If you have any questions about any of the matters discussed in this document, please do not hesitate to ask me for further clarification.

By law, I am required to secure your signature indicating you have received this Patient Notification of Privacy Rights Document. Thank you for your thoughtful consideration of these matters.

Thaddeus Heffner, MMFT

I, Jo Bruch, understand and have been provided a copy of Mr. Heffner's Patient Notification of Privacy Rights Document, which provides a detailed description of the potential uses and disclosures of my protected health information, as well as my rights on these matters. I understand I have the right to review this document before signing this acknowledgment form.


Patient Signature of parent if minor or legal charge

Dec. 13, 09
Date

If legal charge, describe representative authority: _____

EXHIBIT I

The New Gay-Rights Frontier

CHRISTOPHER MORAFF MARCH 21, 2013

As gay marriage gets its day at the Supreme Court, activists in New Jersey launch a new offensive in the fight for LGBT equality.



As the Supreme Court prepares to take its first serious look at the issue of same-sex marriage—with oral arguments set to begin March 26 in back-to-back challenges to California’s Proposition 8 and the Defense of Marriage Act—gay-rights activists and their supporters in the New Jersey Legislature are quietly advancing their fight for LGBT equality on a separate front, with a concerted push to undermine the practice of controversial gay conversion therapy in the state.

Polls show that public support for legalizing gay marriage has hit an all-time high, with 58 percent of Americans—including a growing number of Republicans—now in favor of granting same-sex couples the rights and benefits enjoyed by their heterosexual counterparts. But even the staunchest of activists recognize that victory for marriage rights in Washington will be but an incremental step on the road to equality for a community that has been consistently denied equal protection under the law.

Consider that only 18 states and the District of Columbia have laws explicitly allowing homosexual couples to jointly adopt children; and in 29 states it’s still legal for an employer to fire a worker simply because he or she is gay. Meanwhile, efforts to strengthen state anti-bullying laws to include protections for gay and lesbian youth have met stiff resistance from conservative groups in places like Michigan and Arizona, and many private schools and institutions—most notably the Boy Scouts of America—continue to defend anti-gay policies.

Gay rights advocates, including the Southern Poverty Law Center (SPLC), are targeting the practice of conversion therapy on the grounds that by perpetuating the belief that homosexuality is a treatable mental disorder, it helps to legitimize discrimination against LGBT people. Earlier this month, a superior court judge in Jersey City heard preliminary motions in a first-of-its kind consumer-fraud lawsuit filed by the SPLC on behalf of four gay men who say they were conned out of thousands of dollars by two therapists who promised to make them straight. The litigation is part of a one-two punch against conversion therapy in New Jersey that also includes a bill in the state senate that would severely limit how practitioners can market their services.

Two of the defendants are an independent “life coach” named Alan Downing and his sometime employer, Arthur Goldberg—founder of the group Jews Offering New Alternatives for Healing, or JONAH. A disbarred attorney who served 18 months in federal prison in the late 1980s for helping orchestrate a phony bond scheme, Goldberg describes homosexuality as a “false identity,” which he claims he can dislodge using techniques that range from the unconventional to the bizarre. (In one group exercise, clients were reportedly confronted by a human chain of their peers and peppered with anti-gay slurs as they attempted to reach a pair of oranges meant to represent testicles.) When the treatments failed to change their sexual orientation, clients were told it was due to their lack of commitment. “As long as you put in the effort, you’re going to change,” Goldberg allegedly told one plaintiff.

According to lead attorney Christine Sun of the SPLC, the consumer-fraud case against conversion therapy represents the opening salvo of a grassroots, multistate effort to chip away at LGBT discrimination by subverting the notion that homosexuality is nothing more than a lifestyle choice. “Discrediting the idea that you can change your sexual orientation completely demolishes the number-one justification for denying gay people equal rights,” she says. “If you look at the literature by some of the anti-gay groups, the first reason they have for not allowing a gay couple to be married or not providing employment protections for gay employees, or not taking bullying against gay kids seriously is the idea that being gay is a mental disorder and it’s something that needs to be treated.”

If you look at the literature by some of the anti-gay groups, the first reason they have for not allowing a gay couple to be married or not providing employment protections for gay employees, or not taking bullying against gay kids seriously is the idea that being gay is a mental disorder and it’s something that needs to be treated.”

Homosexuality was removed from the American Psychiatric Association’s list of pathological disorders in 1973—and gay conversion therapy has been discredited or highly criticized by every major U.S. medical, psychiatric, psychological, and professional counseling organization. But for decades, an ideologically motivated fringe industry has quietly carried on the work of trying to “cure” gay men and women. Their services primarily fall into two main categories: one rooted strongly in religious tradition, which encourages participants to “pray the gay away,” and the other centered on nondenominational programs based a hodgepodge of loosely correlated theories that blame homosexuality on faulty parenting or early childhood trauma.

Secular “reparative” therapy came to prominence in the 1990s, when APA dissenter Dr. Charles Socarides and two colleagues—Benjamin Kaufman and Joseph Nicolosi—formed the National Association for the Research and Therapy of Homosexuality (NARTH) in an attempt to provide a scientific foundation for their belief that it’s possible to turn a gay person straight. Despite years of effort, they haven’t had much success. The single-most influential study supporting conversion therapy’s claims was **repudiated** by its author last year, and the scant evidence that exists of its effectiveness is based primarily on the word of “ex-gays” themselves, almost all of whom admit they still struggle with same-sex attraction.

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According to Troy Stevenson, director of Garden State Equality—New Jersey’s largest LGBT advocacy group—the push to undermine conversion therapy is emerging as a “new frontier” in a fight that has been dominated by a singular focus on legalizing same-sex marriage. “The marriage-equality movement gets a lot of press [because] it’s viewed as the glass ceiling, that once we get that done, we’ve achieved equal rights. But that’s not the truth,” Troy says. “In many ways, these smaller battles are more important because they are less understood.” He points to the history of the women’s rights movement as evidence that full equality for homosexuals will not come with the stroke of a pen or a single Supreme Court decision. “After *Roe v. Wade*, a lot of people declared victory and dropped out of the [women’s rights] movement, and now 40 years later they’re fighting the same battles again,” he says. “This is not something that we want to happen in the LGBT community.”

Garden State Equality has been coordinating with New Jersey lawmakers to advance legislation that would ban conversion therapy for minors under the age of 18. The bill was introduced last fall by Democratic state Senator Ray Lesniak and is modeled on a similar law in California currently being challenged by proponents of conversion therapy. The California measure, which was drafted by state Senator Ted Lieu and signed into law in September by Governor Jerry Brown, was the result of an intense lobbying campaign by gay-rights groups led by the Human Rights Campaign. A federal judge blocked the law in December, before it was set to take effect, and the U.S. Ninth Circuit Court of Appeals will begin hearing oral arguments in two cases challenging its constitutionality on April 17. Plaintiffs include conversion therapists and their patients, who say the law violates their right to free speech.

Lesniak—an evangelical Christian who equates pressuring adolescents to change their sexual orientation with child abuse—says that the free-speech argument doesn’t hold water.

“There is no scientific basis for this treatment—it’s akin to a chiropractor saying they can cure cancer by manipulating your spine,” he says. “Free speech does not mean anyone licensed to practice therapy can engage in fraudulent speech without being subject to a penalty.”

Lesniak's bill passed the Senate Health, Human Services and Senior Citizens Committee on March 18 by a vote of six to one, with two abstentions. It now goes before the full Senate where it will be combined with a companion bill in the House sponsored by Assemblyman Timothy Eustace, an openly gay Democrat. Eustace's bill still faces consideration by the state assembly, but Lesniak says he is confident the legislation will be on Governor Chris Christie's desk by May.

Success in court, however, may prove trickier for the SPLC. JONAH's defense is being mounted by prominent anti-gay attorney Charles LiMandri, a practiced ideologue who has called homosexuality "destructive and pathological" and has warned of a "potential civil war" if same-sex marriage is legalized. In a motion filed last month, LiMandri—who is president of the Freedom of Conscience Defense Fund and served as a general counsel for the National Organization for Marriage—said the suit against JONAH violates his clients' constitutional rights to freedom of speech, freedom of religion, and freedom of association.

New Jersey also has a "learned professional exemption" that limits fraud litigation against doctors, attorneys, and other licensed occupations, as long as they are acting within the recognized boundaries of their profession. However, given the widespread rejection of conversion therapy by nearly every medical and psychological professional body, it's hard to see how conversion therapists will be able to hide behind the exemption.

For her part, Sun says she is confident a jury will agree that her clients were swindled but adds that by publicly exposing the "absurdity" of conversion-therapy practices, even a loss in open court is not without its merits. The JONAH case, she says, is part of a "broader campaign against an industry that preys on vulnerable gay people" that includes plans for legal action in other states. Since 2011, the SPLC has been working with organizations like Truth Wins Out, Lambda Legal, and the National Center for Lesbian Rights to undermine conversion therapy outside the courtroom, mostly through attempts to have practitioners tossed from professional associations and remove anti-gay literature from school-district health curriculum. But a victory in New Jersey would do something that none of those efforts can: establish by legal precedent that conversion therapy is indeed a fraud.

“If we’re successful,” Sun says, “this case will be the death knell of conversion therapy.”

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We'll Miss You, Sarah Palin



How Romney Brilliantly Summed Up GOP Ideology in a Single Sentence



Ongoing Conservative Delusions



Why the Republicans Should Go Ahead and Have Their Civil War

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