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September 2, 2014

**VIA HAND DELIVERY**

Honorable Peter F. Bariso, Jr., A.J.S.C.  
Superior Court of New Jersey  
Hudson County Courthouse  
595 Newark Avenue  
Jersey City, NJ 07305

**Re: *Ferguson et al. v. JONAH et al.***  
**Docket No. L-5473-12**

Dear Judge Bariso:

This firm, along with the Southern Poverty Law Center and Cleary Gottlieb Steen & Hamilton, LLP, represents Plaintiffs in this matter. As I discussed with Your Honor's chambers on Friday, we realized that when filing our papers in opposition to Defendants' Motion For Partial Summary Judgment As To Plaintiffs Chaim Levin, Sheldon Bruck, And Benjamin Unger For Lack Of Standing Under The New Jersey Consumer Fraud Act, we inadvertently failed to file Plaintiffs' Response To Defendants' Statement Of Undisputed Material Facts. I apologize for this oversight. In our telephone conversation last Friday, Your Honor's chambers graciously allowed us to file and serve that document today. I enclose this document with this letter for filing, and am also serving it on all counsel.

Thank you very much for your consideration and, again, my apologies for any inconvenience that this oversight may have caused.

Respectfully,



Bruce D. Greenberg

Enclosure

cc: All Counsel (via e-mail and regular mail)

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Michael Ferguson, Benjamin Unger, Sheldon  
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Plaintiffs,

v.

JONAH (Jews Offering New Alternatives for  
Healing f/k/a Jews Offering New Alternatives  
to Homosexuality), Arthur Goldberg, Alan  
Downing, Alan Downing Life Coaching LLC,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
HUDSON COUNTY, LAW DIVISION

Docket No. L-5473-12

CIVIL ACTION

**PLAINTIFFS' RESPONSE TO  
DEFENDANTS' STATEMENT OF  
UNDISPUTED MATERIAL FACTS**

Pursuant to R. 4:46-2(b) Plaintiffs hereby submit this Response to Defendants' Statement of Undisputed Material Facts in Support of Motion for Partial Summary Judgment against Chaim Levin, Sheldon Bruck, and Benjamin Unger for Lack of Standing.

1. "Chaim Levin did not pay for Defendants' services with his own money." Plaintiffs dispute this purported fact. Mr. Levin personally paid for some of Defendants' services. *See* Certification of Lina Bensman in Opposition to Motion for Partial Summary Judgment ("Bensman Cert."), dated August 26, 2014, Ex. C, Levin Tr. at 10:20–11:2; 814:14–815:20; Certification of Chaim Levin in Opposition to Motion for Partial Summary Judgment ("Levin Cert."), dated August 25, 2014 at ¶¶ 3–11.

2. "Chaim Levin does not know how much money his parents spent on medical treatments attributable to repairing alleged damage caused by Defendants." Plaintiffs do not dispute that, at his deposition, Mr. Levin was unable to say how much money his parents spent on such treatments. However, this is not material to the question of whether Mr. Levin suffered an ascertainable loss, which concerns money spent by Mr. Levin, not money spent by others.

3. "Bella Levin paid for Chaim Levin's medical treatments to repair the alleged damage caused by Defendants." Plaintiffs do not dispute that Mrs. Levin paid for *some* of Mr. Levin's treatments, but Plaintiffs do dispute that Mrs. Levin paid for *all* of those treatments. *See* Bensman Cert., Ex. C at 814:14–815:20; Levin Cert. at ¶¶ 3–11.

4. "Sheldon Bruck's parents paid for his medical treatments to repair the alleged damage caused by Defendants." Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality.

5. “Benjamin Unger does not know how much money was spent on medical treatments to repair alleged damage caused by Defendants.” Plaintiffs dispute this purported fact. *See* Bensman Cert., Ex. A, Unger Tr. at 235:10–236:10; Bensman Cert., Ex. B, Medical and Billing Records of Benjamin Unger; Certification of Benjamin Unger in Opposition to Motion for Partial Summary Judgment (“Unger Cert.”), dated August 25, 2014 at ¶¶ 5–7.

6. “Benjamin Unger’s parents paid for his medical treatments to repair damage allegedly caused by Defendants.” Plaintiffs do not dispute that Mr. Unger’s parents paid for *some* of Mr. Unger’s treatments, but Plaintiffs do dispute that Mr. Unger’s parents paid for *all* of those treatments. *See* Unger Cert. at ¶¶ 5–7; Bensman Cert., Ex. A.

7. “Benjamin Unger’s parents chose not to be plaintiffs to this this [sic] lawsuit.” Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality.

8. “Defendants propounded on all Plaintiffs Interrogatory 6: ‘Please set forth the total amount of monetary damages You seek to recover for each item of injury or loss identified in plaintiffs’ Complaint.’” Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality.

9. “Chaim Levin, Sheldon Bruck, and Benjamin Unger all responded with the following answer to Interrogatory 6: The question is improper. In addition to its General Objections, Plaintiff objects to this Interrogatory to the extent it asks for information already in Defendants’ possession, custody or control and/or to which Defendants have similar or greater access; for information contained in Plaintiff’s document production; or for information not presently in the possession of Plaintiffs but in the possession of third parties. Subject to these objections, Plaintiffs will collect and produce documents responsive to this Interrogatory.” Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality.

10. “Chaim Levin, Sheldon Bruck, and Benjamin Unger have not supplemented their responses to Interrogatory 6.” Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality. Plaintiffs note that they produced post-JONAH counseling and billing records, identified post-JONAH counselors as potential trial witnesses, and provided Defendants with medical release forms so that they could freely obtain information directly from the counselors. Bensman Cert., ¶¶ 7–9.

11. “Defendants propounded on all Plaintiffs the same Request for Production of Documents Request 5 that called for: ‘All Documents supporting the amount of Your claimed damages, including but not limited to proof of payment of any monies paid to a third party that You allege are damages in this case.’” Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality.


12. “Chaim Levin, Sheldon Bruck, and Benjamin Unger all responded identically to Request 5 as follows: Plaintiff objects to the Request on the grounds that it is overbroad and unduly burdensome and seeks information already in the possession of Defendants. Plaintiff further objects to this Request to the extent that it requests documents and information protected by the attorney-client privilege and/or work product doctrine or any other applicable privilege. Subject to, and without waiving, these specific objections, the General Objections or the Reservation of Rights, Plaintiff will produce, based upon a reasonable inquiry, non-privileged documents responsive to this Request to the extent they relate to the ascertainable loss alleged by Plaintiffs.” Plaintiffs do not dispute the truth of this assertion, but do dispute its materiality.

13. “No documents evidencing payments made by Chaim Levin, Sheldon Bruck, and Benjamin Unger for medical treatments to repair the alleged damage caused by

Defendants have been produced.” Plaintiffs dispute this purported fact. *See, e.g.,* Bensman Cert., Ex B.

Dated: August \_\_, 2014

Respectfully submitted,



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