

Michael P. Laffey, Esq. NJ Bar No. 026761986
Messina Law Firm, P.C.
961 Holmdel Road
Holmdel, NJ 07733-2103
Tel: (732) 332-9300; Fax: (732) 332-9301

Attorneys for Defendants

Michael Ferguson, Benjamin Unger, Sheldon
Bruck, Chaim Levin, Jo Bruck, Bella Levin,

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 LAW
DIVISION - HUDSON COUNTY
DOCKET NO. L-5473-12

Civil Action

**CERTIFICATION OF MICHAEL P.
LAFFEY ESQ.**

I Michael P. Laffey certify as follows.

1. I am the attorney for the Defendants in this matter and as such I am fully familiar with the facts set forth herein.
2. Attached hereto as Exhibit A is a true copy of the permanent injunction against the Defendants that was agreed to jointly stipulated to by all the parties
3. Attached hereto as exhibit B is a true copy of the settlement agreement entered into between the parties.
4. Attached hereto as exhibit C is a true copy of the JONAH certificate of Dissolution.

I certify that the within statements are true. I know that if any of the within statements are willfully false I am subject to punishment.

Date: 4-27-18


Michael P. Laffey

EXHIBIT A

LITE DEPALMA GREENBERG, LLC
Bruce D. Greenberg (NJ Id# 014951982)
570 Broad Street, Suite 1201
Newark, NJ 07102
(973) 623-3000

COPY

FILED

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SOUTHERN POVERTY LAW CENTER
David C. Dinielli (*pro hac vice*)
Samuel Wolfe (*pro hac vice*)
Scott D. McCoy (*pro hac vice*)
400 Washington Ave.
Montgomery, AL 36104
(334) 956-8200

PETER F. BARISO, JR., A.J.S.C.

CLEARY GOTTLIEB STEEN & HAMILTON LLP
James L. Bromley (*pro hac vice*)
Lina Bensman (*pro hac vice*)
Thomas S. Kessler (*pro hac vice*)
One Liberty Plaza
New York, NY 10006
(212) 225-2000

Attorneys for Plaintiffs

Michael Ferguson, Benjamin Unger, Chaim Levin, Jo Bruck, Bella Levin,

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

ORDER GRANTING PERMANENT
INJUNCTIVE RELIEF AND AWARDED
ATTORNEYS' FEES

THIS MATTER having been opened to the Court by Bruce D. Greenberg, Esq., of Lite DePalma Greenberg, LLC, attorneys for Plaintiffs, Michael Ferguson, Benjamin Unger, Chaim Levin, Jo Bruck, and Bella Levin (collectively "Plaintiffs"); and JONAH (Jews Offering New Alternatives for Healing f/k/a Jews Offering New Alternatives to Homosexuality), Arthur Goldberg, Alan Downing, and Alan Downing Life Coaching LLC, (collectively "Defendants" and together with Plaintiffs, the "Parties") each having expressed their consent to this Order; and the Court having considered the Plaintiffs' request; and for good cause having been shown for the entry of the Order; therefore

On this 18th day of December, 2015:

It is hereby FOUND AND DECREED, that:

1. The relief sought by Plaintiffs and granted herein is based upon and fully supported by the evidence presented during the trial in this action, the jury's unanimous verdict of June 25, 2015, and their finding that each Defendant made misrepresentations in connection with the advertisement, sale or subsequent performance of the JONAH program and engaged in unconscionable commercial practices;
2. The award of attorneys' fees and costs requested by Plaintiffs' counsel is a fair and reasonable award for the service provided in this action.

NOW, THEREFORE, it is hereby ORDERED that:

1. JONAH, Inc. shall permanently cease any and all operations within thirty (30) days of the entry of this Order, including its educational functions, its provision of referrals and/or direct services, and operation of its websites and listservs, which it shall cause to be taken offline, provided however that it shall be permitted to maintain use of "@jonahweb.org" email addresses, only for those purposes not

prohibited by this Order, for one hundred eighty (180) days from the entry of this Order;

2. JONAH, Inc. shall permanently dissolve as a corporate entity and liquidate all its assets, tangible or intangible, within one hundred eighty (180) days of the entry of this Order;
3. As of the date of this Order, pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1, *et seq.*, Defendants are permanently enjoined from engaging, whether directly or through referrals, in any therapy, counseling, treatment or activity that has the goal of changing, affecting or influencing sexual orientation, “same sex attraction” or “gender wholeness,” or any other equivalent term, whether referred to as “conversion therapy,” “reparative therapy,” “gender affirming processes” or any other equivalent term (“Conversion Therapy”), or advertising, or promoting Conversion Therapy or Conversion Therapy-related commerce in or directed at New Jersey or New Jersey residents (whether in person or remotely, individually or in groups, including via telephone, Skype, email, online services or any delivery medium that may be introduced in the future, and including the provision of referrals to providers, advertisers, promoters, or advocates of the same), provided however that Alan Downing shall have thirty (30) days from the date of the entry of this Order to cease the provision of Conversion Therapy to his current clients;
4. Plaintiffs’ counsel is awarded attorneys’ fees and expenses in the amount of three million five hundred thousand U.S. dollars (\$3,500,000) to be paid by Defendants (the “Fee Award”) within such time as mutually agreed upon by the Parties.

Plaintiffs shall submit to this Court a notice of satisfaction upon Defendants' payment of the Fee Award.

5. This Order, and all of its obligations and restrictions, shall be binding on Arthur Goldberg, Alan Downing, Alan Downing Life Coaching LLC, and JONAH, Inc., including Elaine Berk as its co-founder and co-director.
6. This Court shall retain jurisdiction with respect to all matters relating to or arising from the interpretation, implementation, or enforcement of this Order.



Honorable Peter F. Bariso, Jr., A.J.S.C.

opposed

unopposed

EXHIBIT B

Ferguson et al. v. JONAH et al.

No. L-5473-12, Superior Court of New Jersey, Hudson County Law Division

SETTLEMENT AGREEMENT

This agreement ("**Settlement Agreement**") is entered into as of the 17th day of December, 2015, by and among Michael Ferguson, Benjamin Unger, Chaim Levin, Jo Bruck, and Bella Levin (together, "**Plaintiffs**"), Arthur Goldberg, Alan Downing, Alan Downing Life Coaching LLC, Jews Offering New Alternatives for Healing (f/k/a Jews Offering New Alternatives to Homosexuality) ("**JONAH**" and together, with Arthur Goldberg Alan Downing, and Alan Downing Life Coaching LLC, "**Defendants**"), and Mrs. Elaine Berk (together with Defendants, the "**JONAH Parties**" and together with Plaintiffs, the "**Parties**").

WHEREAS, on November 27, 2012, Plaintiffs filed *Ferguson, et al., v. JONAH, et al.*, No. L-5473-12, (the "**Action**") in the Superior Court of New Jersey, Hudson County (the "**Court**");

WHEREAS, on June 25, 2015, a jury returned a verdict for the Plaintiffs, finding that Defendants made misrepresentations and engaged in unconscionable commercial practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1, *et seq.* (the "**CFA**"), and providing for an award to the Plaintiffs of \$72,450, inclusive of statutory trebling (the "**Jury Award**");

WHEREAS, the CFA entitles Plaintiffs to seek a permanent injunction and obligates Defendants to pay Plaintiffs' attorneys fees and costs as determined by the Court;

WHEREAS, the Parties have agreed to jointly submit to the Court a stipulated order (the "**Order**")¹ setting out the terms of an injunction and establishing Plaintiffs' recoverable fees and costs so as to expedite the full and final resolution of the case;

WHEREAS, the Order permanently enjoins Defendants from engaging in Conversion Therapy (whether directly or through referrals) or advertising or promoting Conversion Therapy or Conversion Therapy-related commerce in or directed at New Jersey or New Jersey residents (whether in person or remotely, individually or in groups, including via telephone, Skype, email, online services or any delivery medium that may be introduced in the future, and including the provision of referrals to providers of the same);

WHEREAS, Defendants have publicly acknowledged the fees and costs incurred by their counsel in connection with the Action have exceeded \$3,000,000;

WHEREAS, the Order entitles Plaintiffs to a payment of fees and costs by Defendants in the amount of \$3,500,000 (the "**Fee Award**");

WHEREAS, in exchange for the JONAH Parties' agreement to comply with the terms set forth in this Settlement Agreement, and subject to the Settlement Agreement's conditions, Plaintiffs agree to accept a lesser amount in satisfaction of the Fee Award to which Plaintiffs are fully entitled pursuant to the Order and New Jersey law; and

¹ Terms capitalized but not defined herein shall have the meaning ascribed to them in the Order.

WHEREAS, the Parties desire to enter into the Settlement Agreement for their mutual benefit and agree that each of the Parties, individually and collectively, will receive valuable consideration upon entering into the Settlement Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual benefits to be derived hereby (the sufficiency of which is acknowledged), the Parties agree as follows:

1. Effective Date. This Settlement Agreement shall become effective on the date on which the Court enters the Order (the “**Effective Date**”).

2. Order Applicability to Mrs. Berk. Mrs. Berk shall be bound by the terms of the Order, including, for the avoidance of doubt, the prohibitions on engaging in Conversion Therapy (whether directly or through referrals) or advertising or promoting Conversion Therapy or Conversion Therapy-related commerce in or directed at New Jersey or New Jersey residents (whether in person or remotely, individually or in groups, including via telephone, Skype, email, online services or any delivery medium that may be introduced in the future, and including the provision of referrals to providers of the same).

3. Waiver of Right to Appeal. Defendants irrevocably waive their right to appeal, overturn, set aside, collaterally attack, avoid or otherwise challenge in any way whatsoever, including, for the avoidance of doubt, any right that might exist under R. 2:2-3 or Fed. R. Civ. P. 60, the Order or any other aspect of the Action, including without limitation, relating to the jury verdict, injunction, Fee Award, and any and all Court orders issued in connection with the Action.

4. Resignation of JONAH Parties. The JONAH Parties shall resign from all positions in Conversion Therapy-related boards and organizations including, without limitation, The National Association for Research & Therapy of Homosexuality, The Alliance for Therapeutic Choice and Scientific Integrity, Positive Alternatives to Homosexuality, Joel 2:25, People Can Change, Parents and Friends of Ex-Gays and Gays, Voice of the Voiceless, Voices of Change, International Healing Fund, and the Institute for Healthy Families, whether doing business in these or any other names, within sixty (60) days of the entry of the Order, and shall not hold any position in any such organizations in the future, provided however that this prohibition shall not prohibit ordinary membership in any such organizations.

5. Satisfaction of Fee Award. Subject to paragraph 6 of the Settlement Agreement, the Plaintiffs will accept payment of [REDACTED] (the “**Settlement Sum**”) in full satisfaction of the Fee Award and Jury Award. [REDACTED] is to be deposited by Defendants in an escrow account or accounts to be designated and controlled by Plaintiffs within sixty (60) days of the entry of the Order. The remaining [REDACTED] is to be deposited by Defendants into the same escrow account or accounts within eighteen (18) months of the entry of the Order.

6. Violation of the Settlement Agreement

a. If, within five (5) years of the entry of the Order, any of the JONAH Parties breach the terms of the Settlement Agreement or Order (a “**Breach**”), Plaintiffs shall be entitled to Defendants’ Breach Damages and/or Berk Breach Damages, each as defined in

subsections (b) and (c) of this paragraph (collectively, "**Breach Damages**"). Plaintiffs shall provide notice to the JONAH Parties of their intent to seek the applicable Breach Damages, accompanied by a description of Plaintiffs' good faith basis for believing that the JONAH Parties are in breach of the Settlement Agreement or Order. If Defendants fail to cure the Breach within thirty (30) days of receiving such notice or if the Breach cannot be cured (collectively, an "**Uncured Breach**"), the applicable Breach Damages will become due. Engaging in Conversion Therapy services, including providing referrals to Conversion Therapy providers, in or directed at New Jersey or New Jersey residents is an Uncured Breach.

b. In the event of an Uncured Breach by Defendants, Defendants shall have thirty (30) days to pay Plaintiffs the Fee Award less that portion of the Settlement Sum that has been paid (the "**Defendants' Breach Damages**").² If Defendants fail to timely make such payment, Plaintiffs shall file a motion (a "**Breach Motion**") with the Court seeking a default judgment in the amount of the Defendants' Breach Damages for Defendants' failure to satisfy the Fee Award. The Defendants' Breach Damages shall only be due from, and the Breach Motion shall only be brought against, those Defendants that committed the Uncured Breach. If subsequent to an Uncured Breach by one Defendant, another Defendant commits an Uncured Breach, then both shall be jointly and severally liable for the Defendants' Breach Damages.

c. In the event of an Uncured Breach by Mrs. Berk, Mrs. Berk shall have thirty (30) days to pay Plaintiffs the sum of \$400,000 in liquidated damages (the "**Berk Breach Damages**").

d. The Parties agree and acknowledge that (i) the Order entitles Plaintiffs to collect the full Fee Award from Defendants; (ii) Plaintiffs have agreed to accept the Settlement Sum in full and final satisfaction of the Fee Award and Jury Award in exchange for the JONAH Parties' agreement to abide by the terms of the Settlement Agreement; (iii) the Breach Damages are fairly and reasonably commensurate to the actual damages that would be incurred by Plaintiffs in the event of the JONAH Parties' breach of the Settlement Agreement; and (iv) the Breach Damages have been fairly and freely negotiated by the Parties through their counsel with full knowledge of the facts and legal principles at issue.

e. For the avoidance of doubt, it shall not be a violation of this Settlement Agreement for Mr. Downing to form a limited liability corporate entity ("**LLC**") in a state other than New Jersey, provided, however, that any such LLC shall be bound by this Settlement Agreement to the same extent as Mr. Downing.

7. Duty to File Notice of Satisfaction of Fee Award. Within sixty (60) days of the fifth anniversary of the Court's entry of the Order, provided payment of the Settlement Sum has been made in full and the JONAH Parties have not committed an Uncured Breach, Plaintiffs will file a notice with the Court (the "**Satisfaction Notice**") that the Fee Award has been fully satisfied. For the avoidance of doubt, filing of the Satisfaction Notice shall not affect the JONAH Parties' obligation to comply with the terms of the Order and this Settlement

² By way of example, in the event of an Uncured Breach by Defendants that takes place after the initial [redacted] of the Settlement Sum has been paid, but before the remaining [redacted] has been paid, the Defendants' Breach Damages will be [redacted], which represents the sum of the Fee Award (\$3,500,000) less that portion of the Settlement Sum [redacted] that has already been paid.

Agreement. Further, filing of the Satisfaction Notice shall not waive any of Plaintiffs' rights with respect to the JONAH Parties' breach of the Settlement Agreement or violation of the Order, other than Plaintiffs' right to collect the Breach Damages.

8. Governing Law. The Parties agree that any and all disputes relating to the Settlement Agreement shall be governed by the laws of the State of New Jersey.

9. Exclusive Jurisdiction. The Parties agree that jurisdiction as to any disputes relating to the Settlement Agreement is exclusively in New Jersey Superior Court, Hudson County, and the Parties agree to waive any and all jurisdictional defenses.

10. Confidentiality. The Settlement Sum shall remain confidential and shall not be disclosed to any non-Party other than attorneys representing or advising the Parties, providing such attorneys agree to be bound by this confidentiality provision.

11. Court Modifications to the Order. Should the Court modify or strike any term of the Order as submitted by the Parties, the Parties shall execute an amendment adding to this Settlement Agreement any and all of the modified or stricken terms exactly as they originally appeared in the Order submitted by the Parties within fourteen (14) days of the Effective Date.

12. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Settlement Agreement supersedes all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, concerning the subject matter hereof.

13. Amendments. This Settlement Agreement may be amended only by a written agreement between the Parties hereto.

14. Severability. If in any proceedings a court will refuse to enforce any provision of this Settlement Agreement, then such unenforceable provision will be deemed eliminated from this Settlement Agreement for the purpose of such proceedings to the extent necessary to permit the remaining provisions to be enforced. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the end that this Settlement Agreement be deemed to be valid and a binding agreement enforceable in accordance with its terms, and in the event that any provision hereof will be found to be invalid or unenforceable, such provision will be construed by limiting it so as to be valid and enforceable to the maximum extent consistent with and possible under applicable law.

15. Counterparts. This Settlement Agreement may be executed by facsimile or portable document format (pdf) transmission and by counsel for each of the Parties, in separate counterparts, each of which when so executed will be deemed to be an original and all of which together will constitute one and the same agreement.

[Signatures appear on the next page]

EXHIBIT C

CERTIFICATE OF DISSOLUTION
Nonprofit Corporate Title 15A:12-3

JONAH, INC.
0100790007

I, the Treasurer of the State of New Jersey, do hereby certify that the above-name New Jersey Domestic Non-profit Corporation did on the 30th of August, 2016, file and record in this department a Certificate Relative to Dissolution in the home state, hereby terminating existence on the 30th of August, 2016.

1. Name:

JONAH, INC.

2. Registered Agent:

JANE GOLDBERG

3. Registered Office:

83 MONTGOMERY ST
JERSEY CITY, NJ 07302

4. Name and Address of Incorporator and Director/Trustees:

WANDA BILLET
400 GROVE STREET
GLEN ROCK, NJ 07452

5. Plan of Dissolution:

Plan of dissolution:

1. The Corporation ceased all operations as of January 2016.
 2. All liabilities of the Corporation have been paid.
 3. The Corporation owns no real property
 4. Any remaining personal property of the Corporation including a bank account with a balance of one hundred ninety nine dollars and fifty five cents (\$199.55) will be transferred to the Jewish Institute for Global Awareness a New Jersey not for profit Corporation.
 5. Any required final tax returns for the Corporation shall be filed within the time period required by law.
- Plan of Dissolution was approved on July 13, 2016 by the unanimous vote of all 4 directors.

The directors are:

Arthur A Goldberg -83 Montgomery Street Jersey City NJ
Jane Goldberg-83 Montgomery Street Jersey City NJ
Elaine s. Berke - 36 Elliot Road Harrington Park NJ
Theodore Berke - 36 Elliot Road Harrington Park NJ

6. Signatures and Title:

Arthur A. Goldberg

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF DISSOLUTION
Nonprofit Corporate Title 15A:12-3

JONAH, INC.

0100790007



Certification# 138986429

Verify this certificate at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed my
Official Seal at Trenton, this
30th day of August, 2016*

*Ford M Scudder
Acting State Treasurer*

EXHIBIT D

Michael Laffey

From: mlaffey <mlaffey@messinlawfirm.com>
Sent: Tuesday, August 30, 2016 4:10 PM
To: David Dinelli (david.dinielli@splcenter.org); 'jbromley@cgsh.com'
Subject: Ferguson et. al. v. JONAH
Attachments: Dissolution Certificate.pdf

Gentleman,

I hope all is well with you.

Attached for your records is a copy of the certificate of Dissolution for JONAH, as required by the settlement agreement.

I believe that, with the exception of the second payment which is not yet due, my clients have now complied with all the affirmative obligations required by the settlement agreement.

Please feel free to call me should you have any questions.

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733
Office 732 332 9300
Cell 732 642 6784
Fax 732 332 9301

EXHIBIT E

Michael Laffey

From: mlaffey <mlaffey@messinlawfirm.com>
Sent: Wednesday, November 4, 2015 4:39 PM
To: 'Bromley, James L.'
Subject: settlement
Attachments: letter.jbromley.settle.11.4.15.pdf

Jim,
Please see the attached letter. I look forward to discussing it with you.

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733
Office 732 332 9300
Cell 732 642 6784
Fax 732 332 9301

MESSINA LAW FIRM

A Professional Corporation

961 Holmdel Road
Holmdel, New Jersey 07733

Michael P. Laffey

Email: mlaffey@messinalawfirm.com

Phone 732.332.9300
Direct 732.642.6784
Fax 732.332.9301

November 4, 2015

James Bromely Esq.
Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York NY 1006

RE: *Ferguson et al. v. JONAH et al.*

Dear Jim,

In accordance with our phone conversation I would like to set forth the changes and clarifications I would like in the proposed terms of the settlement.

Paragraph 2a. We are requesting 30 days to close down Jonah. My client wants to maintain the email addresses (not the list serve) until the corporate entity is dissolved so that people trying to contact the principals can be advised of new contact information. They had used these email addresses for personal matters in addition to JONAH related matters. It is understood that it would be a breach of the other terms of the agreement where they to give any advice or referrals to people contacting them for assistance with sexual orientation change.

Paragraph 2c: As you know during our negotiations I raised concerns about this language because unconscionable and / or unlawful practices are not defined. I had thought that in light of the ban on any activity aimed at sexual orientation change it was decided that this language was not needed. If this language must appear we must be more specific about what practices you want enjoined.

Paragraph 2d: Alan Downing is requesting 30 days to shut down his practice so that he can meet individually with his clients to explain that he can no longer assist them with sexual orientation change.

Also with regard to this paragraph I would like some clarifying language. As I explained I do not want my clients to inadvertently violate the settlement. My clients clearly understand that the restrictions prevent them from providing therapy or referrals for therapy both in NJ and to NJ residents. What might be open to interpretation however is the word activity. My understanding is that the agreement is not meant to prohibit generalized advocacy or support for sexual orientation change. For instance a letter to the editor about pending legislation affecting this issue or speaking to a group about public policy and sexual orientation change in general would not be prohibited as these activities are not aimed at affecting a specific individual's sexual

James L. Bromely
November 4, 2015
Page 2

orientation. I would therefore like to propose the following qualifying language. Nothing herein shall prohibit the Defendants from engaging in activity that is not aimed at changing the sexual orientation of a particular person or persons but is public policy advocacy that may address the issue of sexual orientation therapy in general.

Paragraph 3. A breach of the agreement by one party should not subject all three parties to the judgment except of course in the case of failure to pay the settlement amount.

3b: In our telephone conversation you advised me that even though it is not stated this section was intended to also prohibit future membership in these or similar organizations. I would request some clarifying language to this section as I believe specificity is important in order to avoid disputes down the road. I would suggest the following language; Defendants and Elaine Berk agree to resign from board membership, any corporate office and any management or employee position that they may hold in NARTH, Path, PCC, PFOX, Voice of the Voiceless, Voices of Change and IHF or any similar organization that provides services or referrals set forth as activities prohibited to the Defendants in paragraph 2d and they shall be prohibited from holding those positions or any position that involves setting policy in these or similar organizations in the future. This paragraph shall not be construed to prohibit membership in any such organization. Further this paragraph shall not prohibit Alan Downing from forming a limited liability company, wherein he is the managing member, which may provide services in another state that this agreement would prohibit him from performing in New Jersey.

As to the mechanics of enforcing the settlement let me suggest this which I have used before. A stipulation of settlement is filed stating that the matter is settled subject to a confidential settlement agreement entered into between the parties and that the court shall maintain jurisdiction over this matter for the purposes of enforcement.

The settlement agreement will then state that if a provision of the agreement is violated by the defendants then the Plaintiffs may have judgement entered against the person violating the agreement for 3.5 million dollars (minus amounts paid) upon the filing of an affidavit with the court setting forth the breach. Generally it is also provided that a copy of the request for judgment be also served on the defendants counsel. Please note that this is not a requirement that a motion be filed. If there was a disagreement about whether there was a breach it would then be incumbent upon the defendant to file a motion to vacate the judgment. Using this procedure means neither the settlement agreement nor a judgment need be filed in advance of a breach.

Finally as to paragraph 3 f I would request the following language be added: other than attorneys representing or advising the Defendants providing they agree to be bound by this confidentiality provision.

James L. Bromely
November 4, 2015
Page 3

I do not believe that any of these changes or clarifications are substantial changes to what we discussed during negotiations. I am sure we can iron out any minor differences we may have regarding wording and I look forward to concluding this matter in the very near future.

Sincerely

Michael P. Laffey

MPL/hs

EXHIBIT F

Michael Laffey

From: mlaffey <mlaffey@messinlawfirm.com>
Sent: Tuesday, December 1, 2015 12:41 PM
To: 'Bromley, James L.'
Cc: Tom Kessler
Subject: Ferguson et.al. v. JONAH et. al.
Attachments: letter.jbromley.settle.12.1.15.pdf; proposed.stip..doc

Dear Jim,

Please see the attached and give me a call when you are available.

Thanks.

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733
Office 732 332 9300
Cell 732 642 6784
Fax 732 332 9301

Settlement Communication Subject to NJRE 408

MESSINA LAW FIRM

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December 1, 2015

James Bromely Esq.
Cleary, Gottlieb, Steen & Hamilton
One Liberty Plaza
New York NY 1006

RE: *Ferguson et al. v. JONAH et al.*

Dear Jim,

I am in receipt of the proposed settlement documents and have reviewed them with my clients. Unfortunately there are still a few issues that we are not yet in agreement on.

With respect to paragraph 2c a prohibition on violating the consumer fraud act is even broader and less defined than saying that the Defendants shall not engage in unconscionable commercial practices. This case is about the sale of conversion therapy services. Under this language were any of my clients to engage in commercial activity unrelated to conversion therapy services and were they to make a negligent misrepresentation they would not only have to suffer the consequences of that act but then also become liable for over 3 million dollars in attorney fees in this action. Additionally who is to determine if an activity is a violation of the Consumer Fraud Act for purposes of this settlement? Under the terms of this settlement you are preventing Allan Downing from supplying conversion therapy in New Jersey or too New Jersey residents and essentially the provisions in this agreement will prevent Arthur Goldberg and Elaine Berk from engaging in the provision of these services anywhere. In light of that I am unclear as to why this paragraph is needed. In any event if there are specific practices that plaintiffs contend are violations of the act my clients would be amenable to considering including language that references particular practices.

As to the broadening of the prohibited activities to include "promotion or advocacy" once again this action deals with the provision of services. From the beginning of our negotiations we have discussed barring my clients from that activity and it appears that now that we are very close to an agreement there is an effort on behalf of the Plaintiffs to broaden the scope of the agreement. The issue of sexual orientation change is an issue of public policy that touches on issues related to religion, science and social policy. There are many national organizations that address this issue along with many other political and cultural issues and this provision would bar my clients from working with those organizations. My clients will not agree to waive their First Amendment rights such that they are barred from participating in the debate of the issues surrounding sexual orientation change.

James L. Bromely
December 1, 2015
Page 2

Also with regard to this section you did not address my request for a carve out that allows Alan Downing to form an LLC in another state.

The settlement agreement is unclear as to what the "breach damages" are as it relates to the Defendants. My understanding is that it should be should be the [REDACTED] in attorney fees plus [REDACTED] minus amounts paid. I would like that clarified in the agreement.

The enforcement provisions in the agreement for having a judgment entered into in the event of a default are acceptable. I have attached a proposed stipulation of settlement that would be filed with the Court.

It is my hope that we can resolve these last few issues of disagreement and conclude this matter. To that end I am available to discuss these issues with you at your convenience.

Sincerely

Michael P. Laffey

MPL/hs
cc: clients

EXHIBIT G

Michael Laffey

From: Bromley, James L. <jbromley@cgsh.com>
Sent: Tuesday, December 8, 2015 11:43 AM
To: mlaffey
Cc: Kessler, Thomas
Subject: Ferguson v. JONAH
Attachments: Ferguson v JONAH - Confidential Settlement Agreement(12.8.15redline)docx.docx;
Ferguson v JONAH - Permanent Injunction (12.8.15redline).docx

Rule 408 Communication

Mike,

Following up on our call yesterday, attached are revised drafts of the Settlement Agreement and Injunction Order, which I believe address the concerns raised in your letter of December 1. In order to keep things moving, I have not yet run these changes by our clients, but will do so quickly once I hear back from you. Please take a look and give me a shout.

Many thanks,

Jim

James L. Bromley
Cleary Gottlieb Steen & Hamilton LLP
Assistant: bamiller@cgsh.com
One Liberty Plaza, New York NY 10006
t: +1 212 225 2264 | f: +1 212 225 3999 | m: +1 973 901 6898
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This message is being sent from a law firm and may contain confidential or privileged information. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy.

Throughout this communication, "Cleary Gottlieb" and the "firm" refer to Cleary Gottlieb Steen & Hamilton LLP and its affiliated entities in certain jurisdictions, and the term "offices" includes offices of those affiliated entities.

LITE DEPALMA GREENBERG, LLC

Bruce D. Greenberg (NJ Id# 014951982)
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CLEARY GOTTlieb STEEN & HAMILTON LLP

James L. Bromley (*pro hac vice*)
Lina Bensman (*pro hac vice*)
Thomas S. Kessler (*pro hac vice*)
One Liberty Plaza
New York, NY 10006
(212) 225-2000

Attorneys for Plaintiffs

Michael Ferguson, Benjamin Unger, Chaim
Levin, Jo Bruck, Bella Levin,

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

ORDER GRANTING PERMANENT
INJUNCTIVE RELIEF AND AWARDING
ATTORNEYS' FEES

THIS MATTER having been opened to the Court by Bruce D. Greenberg, Esq., of Lite DePalma Greenberg, LLC, attorneys for Plaintiffs, Michael Ferguson, Benjamin Unger, Chaim Levin, Jo Bruck, and Bella Levin (collectively “Plaintiffs”); and JONAH (Jews Offering New Alternatives for Healing f/k/a Jews Offering New Alternatives to Homosexuality), Arthur Goldberg, Alan Downing, and Alan Downing Life Coaching LLC, (collectively “Defendants” and together with Plaintiffs, the “Parties”) each having expressed their consent to this Order; and the Court having considered the Plaintiffs’ request; and for good cause having been shown for the entry of the Order; therefore

On this ___ day of [●], 2015:

It is hereby FOUND AND DECREED, that:

1. The relief sought by Plaintiffs and granted herein is based upon and fully supported by the evidence presented during the trial in this action, the jury’s unanimous verdict of June 25, 2015 and their finding that each Defendant made misrepresentations in connection with the advertisement, sale or subsequent performance of the JONAH program and engaged in unconscionable commercial practices;
2. The award of attorneys’ fees and costs requested by Plaintiffs’ counsel is a fair and reasonable award for the service provided in this action.

NOW THEREFORE, it is hereby ORDERED that:

1. JONAH, Inc. shall permanently cease any and all operations within thirty (30) days of the entry of this Order, including its educational functions, its provision of referrals and/or direct services, and operation of its websites and listservs, which it shall cause to be taken offline, provided however that it shall be permitted to maintain use of “@jonahweb.org” email addresses, only for those purposes not

prohibited by this Order, for one hundred eighty (180) days from the entry of this Order;

2. JONAH, Inc. shall permanently dissolve as a corporate entity and liquidate all its assets, tangible or intangible, within one hundred eighty (180) days of the entry of this Order;

~~3. As of the date of this Order, Defendants are permanently enjoined from committing any violation of the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1 et seq.;~~

4.3. As of the date of this Order, pursuant to the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1 et seq., Defendants are permanently enjoined from engaging, whether directly or through referrals, in any therapy, counseling, treatment or activity that has the goal of changing, affecting or influencing sexual orientation, “same sex attraction” or “gender wholeness,” or any other equivalent term, whether referred to as “conversion therapy,” “reparative therapy,” “gender affirming processes” or any other equivalent term (“Conversion Therapy”), or ~~Conversion Therapy-related commerce, advertising or, promoting or advocacy~~ Conversion Therapy or Conversion Therapy-related commerce in or directed at New Jersey or New Jersey residents (whether in person or remotely, individually or in groups, including via telephone, Skype, email, online services or any delivery medium that may be introduced in the future, and including the provision of referrals to providers, advertisers, promoters, or advocates of the same), provided however that Alan Downing shall have thirty (30) days from the date of the entry of this Order to cease the provision of Conversion Therapy to his current clients;

~~5.4.~~ Plaintiffs' counsel is awarded attorneys' fees and expenses in the amount

of [REDACTED] U.S. dollars [REDACTED] to be paid by Defendants (the "Fee Award") within such time as mutually agreed upon by the Parties. Plaintiffs shall submit to this Court a notice of satisfaction upon Defendants' payment of the Fee Award.

~~6.5.~~ This Order, and all of its obligations and restrictions, shall be binding on Arthur Goldberg, Alan Downing, Alan Downing Life Coaching LLC, and JONAH, Inc., including Elaine Berk as its co-founder and co-director.

~~7.6.~~ This Court shall retain jurisdiction with respect to all matters relating to or arising from the interpretation, implementation or enforcement of this Order.

Honorable Peter F. Bariso, Jr., A.J.S.C.

opposed

unopposed

Confidential
Subject to NJRE 408 and Rules of Similar Import
Not for Disclosure

Ferguson et al. v. JONAH et al.

No. L-5473-12, Superior Court of New Jersey, Hudson County Law Division

SETTLEMENT AGREEMENT

This agreement (“**Settlement Agreement**”) is entered into as of the [•] day of [•], 2015 by and among Michael Ferguson, Benjamin Unger, Chaim Levin, Jo Bruck, and Bella Levin (together, “**Plaintiffs**”), Arthur Goldberg, Alan Downing, Allen Downing Life Coaching LLC, Jews Offering New Alternatives for Healing (f/k/a Jews Offering New Alternatives to Homosexuality) (“**JONAH**” and together, with Arthur Goldberg and Alan Downing, “**Defendants**”) and Mrs. Elaine Berk (together with Defendants, the “**JONAH Parties**” and together with Plaintiffs, the “**Parties**”).

WHEREAS, on November 27, 2012, Plaintiffs filed *Ferguson, et al., v. JONAH, et al.*, No. L-5473-12, (the “**Action**”) in the Superior Court of New Jersey, Hudson County (the “**Court**”);

WHEREAS, on June 25, 2015 a jury returned a verdict for the Plaintiffs, finding that Defendants made misrepresentations and engaged in unconscionable commercial practices in violation of the New Jersey Consumer Fraud Act, N.J.S.A. §§ 56:8-1, *et seq.* (the “**CFA**”), and providing for an award to the Plaintiffs [REDACTED] inclusive of statutory trebling (the “**Jury Award**”);

WHEREAS, the CFA entitles Plaintiffs to seek a permanent injunction and obligates Defendants to pay Plaintiffs’ attorneys fees and costs as determined by the Court;

WHEREAS, the Parties have agreed to jointly submit to the Court a stipulated order (the “**Order**”) setting out the terms of an injunction and establishing Plaintiffs’ recoverable fees and costs so as to expedite the full and final resolution of the case;

WHEREAS, the Order permanently enjoins Defendants from engaging in Conversion Therapy (~~whether directly or through referrals~~) or ~~Conversion Therapy-related commerce~~; ~~advertising or promoting or advocacy~~ Conversion Therapy or Conversion Therapy-related commerce in or directed at New Jersey or New Jersey residents (whether in person or remotely, individually or in groups, including via telephone, Skype, email, online services or any delivery medium that may be introduced in the future, and including the provision of referrals to providers of the same);

WHEREAS, Defendants have publically acknowledged the fees and costs incurred by their counsel in connection with the Action have exceeded [REDACTED];

WHEREAS, the Order entitles Plaintiffs to a payment of fees and costs by Defendants in the amount of [REDACTED] (the “**Fee Award**”);

¹ Terms capitalized but not defined herein shall have the meaning ascribed to them in the Order.

WHEREAS, in exchange for the JONAH Parties' agreement to comply with the terms set forth in this Settlement Agreement, and subject to the Settlement Agreement's conditions, Plaintiffs agree to accept a lesser amount in satisfaction of the Fee Award to which Plaintiffs are fully entitled pursuant to the Order and New Jersey law; and

WHEREAS, the Parties desire to enter into the Settlement Agreement for their mutual benefit and agree that each of the Parties, individually and collectively, will receive valuable consideration upon entering into the Settlement Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual benefits to be derived hereby (the sufficiency of which is acknowledged), the Parties agree as follows:

1. Effective Date. This Settlement Agreement shall become effective on the date on which the Court enters the Order (the "Effective Date").

2. Order Applicability to Mrs. Berk. Mrs. Berk shall be bound by the terms of the Order, including, for the avoidance of doubt, the prohibitions on engaging in Conversion Therapy and Conversion Therapy related commerce, advertising, promotion or advocacy.

3. Waiver of Right to Appeal. Defendants irrevocably waive their right to appeal, overturn, set aside, collaterally attack, avoid or otherwise challenge in any way whatsoever, including, for the avoidance of doubt, any right that might exist under R. 2:2-3 or Fed. R. Civ. P. 60, the Order or any other aspect of the Action, including without limitation, relating to the jury verdict, injunction, Fee Award, and any and all Court orders issued in connection with the Action.

4. Resignation of JONAH Parties. The JONAH Parties shall resign from all positions in Conversion Therapy-related boards and organizations including, without limitation, The National Association for Research & Therapy of Homosexuality, The Alliance for Therapeutic Choice and Scientific Integrity, Positive Alternatives to Homosexuality, Joel 2:25, People Can Change, Parents and Friends of Ex-Gays and Gays, Voice of the Voiceless, Voices of Change, International Healing Fund, and the Institute for Healthy Families, whether doing business in these or any other names, within sixty (60) days of the entry of the Order, and shall not hold any position in any such organizations in the future, provided however that this prohibition shall not prohibit ordinary membership in any such organizations.

5. Satisfaction of Fee Award. Subject to paragraph 6 of the Settlement Agreement, the Plaintiffs will accept payment of [REDACTED] (the "Settlement Sum") in full satisfaction of the Fee Award and Jury Award. [REDACTED] is to be deposited by Defendants in an escrow account or accounts to be designated and controlled by Plaintiffs within sixty (60) days of the entry of the Order. The remaining [REDACTED] is to be deposited by Defendants into the same escrow account within eighteen (18) months of the entry of the Order.

6. Violation of the Settlement Agreement

a. If, within five (5) years of the entry of the Order, any of the JONAH Parties breach the terms of the Settlement Agreement or Order (a "**Breach**"), Plaintiffs shall be

entitled to Defendants' Breach Damages and/or Berk Breach Damages, each as defined in subsections (b) and (c) of this paragraph (collectively, "Breach Damages"). Plaintiffs shall provide notice to the JONAH Parties of their intent to seek the applicable Breach Damages, accompanied by a description of Plaintiffs' good faith basis for believing that the JONAH Parties are in breach of the Settlement Agreement or Order. If Defendants fail to cure the Breach within thirty (30) days of receiving such notice, or if the Breach cannot be cured (collectively, an "Uncured Breach"), the applicable Breach Damages will become due. Engaging in Conversion Therapy services, including providing referrals to Conversion Therapy providers, in or directed at New Jersey or New Jersey residents is an Uncured Breach.

b. In the event of an Uncured Breach by Defendants, Defendants shall have thirty (30) days to pay Plaintiffs the Fee Award less that portion of the Settlement Sum that has been paid (the "Defendants' Breach Damages"). If Defendants fail to timely make such payment, Plaintiffs shall file a motion (a "Breach Motion") with the Court seeking a default judgment in the amount of the Defendants' Breach Damages for Defendants' failure to satisfy the Fee Award. The Defendants' Breach Damages shall only be due from, and the Breach Motion shall only be brought against, those Defendants that committed the Uncured Breach. If, subsequent to an Uncured Breach by one Defendant, another Defendant commits an Uncured Breach, then both shall be jointly and severally liable for the Defendants' Breach Damages.

c. In the event of an Uncured Breach by Mrs. Berk, Mrs. Berk shall have thirty (30) days to pay Plaintiffs the sum of [REDACTED] in liquidated damages (the "Berk Breach Damages").

d. The Parties agree and acknowledge that (i) the Order entitles Plaintiffs to collect the full Fee Award from Defendants; (ii) Plaintiffs have agreed to accept the Settlement Sum in full and final satisfaction of the Fee Award and Jury Award in exchange for the JONAH Parties' agreement to abide by the terms of the Settlement Agreement; (iii) the Breach Damages are fairly and reasonably commensurate to the actual damages that would be incurred by Plaintiffs in the event of the JONAH Parties' breach of the Settlement Agreement; and (iv) the Breach Damages have been fairly and freely negotiated by the Parties through their counsel with full knowledge of the facts and legal principles at issue.

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d.e. For the avoidance of doubt, it shall not be a violation of this Settlement Agreement for Mr. Downing to form a limited liability corporate entity ("LLC") in a state other than New Jersey, provided, however, that any such LLC shall be bound by this Settlement Agreement to the same extent as Mr. Downing.

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7. **Duty to File Notice of Satisfaction of Fee Award.** Within sixty (60) days of the fifth anniversary of the Court's entry of the Order, provided payment of the Settlement Sum has been made in full and the JONAH Parties have not committed an Uncured Breach, Plaintiffs will file a notice with the Court (the "Satisfaction Notice") that the Fee Award has been fully satisfied. For the avoidance of doubt, filing of the Satisfaction Notice shall not affect the

² By way of example, in the event of an Uncured Breach by Defendants that takes place after the initiation of the Settlement Sum has been paid, but before the remaining [REDACTED] has been paid, the Defendants' Breach Damages will be [REDACTED], which represents the sum of the Fee Award [REDACTED] less that portion of the Settlement Sum [REDACTED] that has already been paid.

JONAH Parties' obligation to comply with the terms of the Order and this Settlement Agreement. Further, filing of the Satisfaction Notice shall not waive any of Plaintiffs' rights with respect to the JONAH Parties' breach of the Settlement Agreement or violation of the Order, other than Plaintiffs' right to collect the Breach Damages.

8. Governing Law. The Parties agree that any and all disputes relating to the Settlement Agreement shall be governed by the laws of the State of New Jersey.

9. Exclusive Jurisdiction. The Parties agree that jurisdiction as to any disputes relating to the Settlement Agreement is exclusively in New Jersey Superior Court, Hudson County, and the Parties agree to waive any and all jurisdictional defenses.

10. Confidentiality. The Settlement Sum shall remain confidential and shall not be disclosed to any non-Party other than attorneys representing or advising the Parties, providing such attorneys agree to be bound by this confidentiality provision.

11. Court Modifications to the Order. Should the Court modify or strike any term of the Order as submitted by the Parties, the Parties shall execute an amendment adding to this Settlement Agreement any and all of the modified or stricken terms exactly as they originally appeared in the Order submitted by the Parties within fourteen (14) days of the Effective Date.

12. Entire Agreement. This Settlement Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Settlement Agreement supersedes all prior negotiations, agreements and understandings of the Parties of any nature, whether oral or written, concerning the subject matter hereof.

13. Amendments. This Agreement may be amended only by a written agreement between the Parties hereto.

14. Severability. If in any proceedings a court will refuse to enforce any provision of this Settlement Agreement, then such unenforceable provision will be deemed eliminated from this Settlement Agreement for the purpose of such proceedings to the extent necessary to permit the remaining provisions to be enforced. To the full extent, however, that the provisions of any applicable law may be waived, they are hereby waived to the end that this Settlement Agreement be deemed to be valid and a binding agreement enforceable in accordance with its terms, and in the event that any provision hereof will be found to be invalid or unenforceable, such provision will be construed by limiting it so as to be valid and enforceable to the maximum extent consistent with and possible under applicable law.

15. Counterparts. This Agreement may be executed by facsimile or portable document format (pdf) transmission and by counsel for each of the Parties, in separate counterparts, each of which when so executed will be deemed to be an original and all of which together will constitute one and the same agreement.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the [•] day of [•], 2015.

JONAH PARTIES

JONAH, Inc.

By: _____

Name: _____

Title: _____

Alan Downing Life Coaching, LLC.

By: _____

Name: _____

Title: _____

Arthur Goldberg

Alan Downing

Elaine Berk

PLAINTIFFS

Michael Ferguson

Benjamin Unger

Chaim Levin

Jo Bruck

Bella Levin

EXHIBIT H

Michael Laffey

From: Bromley, James L. <jbromley@cgsh.com>
Sent: Tuesday, December 8, 2015 5:53 PM
To: mlaffey
Cc: Kessler, Thomas
Subject: RE: Ferguson v. JONAH

Follow Up Flag: Follow up
Flag Status: Flagged

Mike,

Thanks. I think is the stipulation of settlement.

We should change the title of the document to "Stipulation of Settlement of Fee Award" and the operative language should state the following:

" This Court entered the "Order Granting Permanent Injunctive Relief and Awarding Attorneys' Fees" on [date] (the "Order"), which provided in Paragraph 4 thereof for a Fee Award (as defined in the Order) in favor of Plaintiffs' counsel. The parties having amicably resolved the Fee Award pursuant to a confidential settlement agreement dated, [date] (the "Settlement Agreement"), it is hereby stipulated that the Fee Award is settled and resolved on the terms set forth in the Settlement Agreement. It is further stipulated that the Court shall maintain jurisdiction over this matter and the parties for purposes of the enforcement of the Settlement Agreement."

The Order and the Stipulation will be next to each other on the docket and would make it clear that the Order does not constitute a judgment against your clients for \$3.5 million.

Jim

James L. Bromley
Cleary Gottlieb Steen & Hamilton LLP
Assistant: bamiller@cgsh.com
One Liberty Plaza, New York NY 10006
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www.clearygottlieb.com | jbromley@cgsh.com

From: mlaffey [mailto:mlaffey@messinalawfirm.com]
Sent: Tuesday, December 08, 2015 4:05 PM
To: Bromley, James L.
Subject: RE: Ferguson v. JONAH

Jim,
I think this language works. However I am concerned that the injunction states the amount of the fee award. I don't want it coming up as a judgment against my clients. Can we discuss that.

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733

Office 732 332 9300
Cell 732 642 6784
Fax 732 332 9301

From: Bromley, James L. [mailto:jbromley@cgsh.com]
Sent: Tuesday, December 08, 2015 11:43 AM
To: mlaffey <mlaffey@messinallawfirm.com>
Cc: Kessler, Thomas <tkessler@cgsh.com>
Subject: Ferguson v. JONAH

Rule 408 Communication

Mike,

Following up on our call yesterday, attached are revised drafts of the Settlement Agreement and Injunction Order, which I believe address the concerns raised in your letter of December 1. In order to keep things moving, I have not yet run these changes by our clients, but will do so quickly once I hear back from you. Please take a look and give me a shout.

Many thanks,

Jim

James L. Bromley
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Assistant: bamiller@cgsh.com
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EXHIBIT I

Michael Laffey

From: Bromley, James L. <jbromley@cgsh.com>
Sent: Wednesday, December 9, 2015 1:42 PM
To: mlaffey
Subject: Re: Ferguson v. JONAH

Mike,

Thanks for being so constructive. I agree Judge Bariso will be happy. We will work on getting the documents revised and circulated for signing

Jim

James L. Bromley
Cleary Gottlieb Steen & Hamilton LLP
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t: [+1 212 225 2264](tel:+12122252264) | f: [+1 212 225 3999](tel:+12122253999) | m: [+1 973 901 6898](tel:+19739016898)
www.clearygottlieb.com | jbromley@cgsh.com

On Dec 9, 2015, at 12:00 PM, mlaffey <mlaffey@messinalawfirm.com> wrote:

Yes,

I think this makes it clear we are not talking about political advocacy and solves the other issues. Glad we could wrap this up. I am sure Judge Bariso will be happy that he does not need to see us again.

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733
Office 732 332 9300
Cell 732 642 6784
Fax 732 332 9301

From: Bromley, James L. [<mailto:jbromley@cgsh.com>]
Sent: Wednesday, December 09, 2015 12:12 PM
To: mlaffey <mlaffey@messinalawfirm.com>
Subject: Re: Ferguson v. JONAH

Mike,

Thanks for the warning. I would like to move forward well within that time frame. Are you good with the edits (we are making the change to the language for Elaine now)?

Jim



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On Dec 9, 2015, at 11:05 AM, mlaffey <mlaffey@messinalawfirm.com> wrote:

Jim,
Just a heads up. Alan is taking a very extended trip out of the country starting December 19th. I will need to get at least his signature on things by the 18th.
Thanks

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733
Office 732 332 9300
Cell 732 642 6784
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From: Bromley, James L. [<mailto:jbromley@cgsh.com>]
Sent: Tuesday, December 08, 2015 11:43 AM
To: mlaffey <mlaffey@messinalawfirm.com>
Cc: Kessler, Thomas <tkessler@cgsh.com>
Subject: Ferguson v. JONAH

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Following up on our call yesterday, attached are revised drafts of the Settlement Agreement and Injunction Order, which I believe address the concerns raised in your letter of December 1. In order to keep things moving, I have not yet run these changes by our clients, but will do so quickly once I hear back from you. Please take a look and give me a shout.

Many thanks,

Jim

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EXHIBIT J

Michael Laffey

From: Bromley, James L. <jbromley@cgsh.com>
Sent: Wednesday, December 9, 2015 11:56 AM
To: mlaffey
Subject: Re: Ferguson v. JONAH

Exactly. Sorry for the oversight.

James L. Bromley
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www.clearygottlieb.com | jbromley@cgsh.com

On Dec 9, 2015, at 10:55 AM, mlaffey <mlaffey@messinalawfirm.com> wrote:

Jim,

I noticed that the language regarding Elaine was not amended to remove the word advocacy. I am sure that was an oversight as it should match the restrictions on the defendants.

Michael P. Laffey
Messina Law Firm P.C.
961 Holmdel Road
Holmdel NJ 07733
Office 732 332 9300
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Cc: Kessler, Thomas <tkessler@cgsh.com>
Subject: RE: Ferguson v. JONAH

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Thanks. I think is the stipulation of settlement.

We should change the title of the document to "Stipulation of Settlement of Fee Award" and the operative language should state the following:

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further stipulated that the Court shall maintain jurisdiction over this matter and the parties for purposes of the enforcement of the Settlement Agreement.”

The Order and the Stipulation will be next to each other on the docket and would make it clear that the Order does not constitute a judgment against your clients for [REDACTED]

Jim

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Many thanks,

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EXHIBIT K

Michael Laffey

From: Bromley, James L. <jbromley@cgsh.com>
Sent: Monday, December 14, 2015 4:57 PM
To: mlaffey; Kessler, Thomas; 'Bruce D. Greenberg'
Subject: RE: Settlement agreement

Mike,

This organization was included because they are related to NARTH and have a referral link in their website.

Jim

James L. Bromley
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From: mlaffey [mailto:mlaffey@messinlawfirm.com]
Sent: Monday, December 14, 2015 4:29 PM
To: Bromley, James L.; Kessler, Thomas; 'Bruce D. Greenberg'
Subject: Settlement agreement

Jim,
I have one other small item to address. I notice that this version of the agreement has added some additional "prohibited" organizations. While I do not have a problem with this is general The Alliance for Therapeutic Choice and Scientific Integrity sounds like an advocacy group. I was not familiar with that organization so I visited there website. It appears that they are mostly an advocacy group but I do note that they also do referrals.

As you are aware I have voiced concerns about the agreement barring advocacy for religious, political or cultural positions regarding sexual orientation change and the agreement was changed to address those concerns. To put my mind at ease can you confirm for me that the above referenced organization was added to the list because they do referrals?

Thanks

Michael P. Laffey
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