

Exhibit 9

From: Michael Laffey
To: [Kessler, Thomas](#)
Cc: ["Bruce D. Greenberg"](#); ["David Dinielli"](#); scott.mccoy@splcenter.org; [Bromley, James L.](#); [Bensman, Lina](#); [Frenkel, Michael](#)
Subject: RE: JONAH default cure documents
Date: Thursday, June 14, 2018 5:42:21 PM
Attachments: [client 8.pdf](#)
[client 1.pdf](#)
[client 2.pdf](#)
[client 3.pdf](#)
[client 4.pdf](#)
[client 5.pdf](#)
[client 6.pdf](#)
[client 7.pdf](#)
[client 9.pdf](#)
[Mailing and checks.pdf](#)

Tom,

There were a total of 9 clients where fees owed to Morgan and Vazzo for counselling services were collected by JIFGA. Attached you will find the payment records for each of those clients. Personal identifiers have been removed and each client has been given a number 1-9. Also attached is a copy of the check and transmittal letter sent to each client as well as the certified mailing record. Also attached are a copies of checks to Vazzo and Morgan which represents monies they sent to JIFGA for clients that were referred by JONAH.

JIFGA has refunded all monies received from people receiving counselling from JONAH referred counsellors and all monies received from Counsellors for referrals made. JIFGA no longer receives or has an agreement with any counsellor to receive referral fees of any type.

Arthur Goldberg has cured the alleged breach of the settlement agreement as directed by Judge Bariso.

Should you have any questions please contact me.

Thank you.

Michael P. Laffey
Messina Law Firm
961 Holmdel Road
Holmdel NJ 07733
o-732-332-9300
c- 732 642 6784
f-732-332-9301

**Attachments Filed
Under Seal**

Exhibit 10

CLEARY GOTTlieb STEEN & HAMILTON LLP

WASHINGTON, D.C.
 PARIS
 BRUSSELS
 LONDON
 FRANKFURT
 COLOGNE
 MOSCOW

One Liberty Plaza
 New York, NY 10006-1470
 T: +1 212 225 2000
 F: +1 212 225 3999
 clearygottlieb.com

 D: +1 212 225 2069
 lbsnman@cgsh.com

ROME
 MILAN
 HONG KONG
 BEIJING
 BUENOS AIRES
 SÃO PAULO
 ABU DHABI
 SEOUL

February 20, 2019

BY EMAIL

Michael P. Laffey, Esq.
 Messina Law Firm, P.C.
 961 Holmdel Road
 Holmdel, N.J. 07733-2103

Re: Ferguson v. JONAH, Docket No. L-5473-12 (N.J. Sup. Ct.)

Dear Counsel:

Defendants' November 2018 document production contains copious evidence of Defendants' repeated and flagrant breaches of the December 2015 settlement agreement and permanent injunction, and reflects that numerous statements made by Defendants in response to Plaintiffs' March 2018 motion were false.

The permanent injunction enjoined Defendants from engaging in conversion therapy through referrals. Yet Defendants' production revealed numerous instances in which Defendant Arthur Goldberg has made individual referrals for conversion therapy. Sometimes these referrals occurred over email. *See, e.g.*, JIFGA-00049368. Sometimes Defendant Goldberg directed potential clients to speak to him over the phone and followed up via email. *See, e.g.*, JIFGA-00045371; JIFGA-00048787.

The permanent injunction also enjoined Defendants from promoting conversion therapy and engaging in conversion therapy directly. Yet Defendants' production revealed that Defendant Goldberg has continued to steer clients to "Journey into Manhood" (JiM) weekends. For example, Defendant Goldberg suggested potential participants for a JiM weekend in April 2017 and lobbied JiM staff to make repeated contact with them to persuade them to attend. *See* JIFGA 00045682; JIFGA-00045870; JIFGA-00046104. Moreover, Defendant Goldberg himself served as a staff member at that JiM weekend, directly providing conversion therapy to at least one New Jersey resident. JIFGA-00045862. Defendant Goldberg also joined a Facebook group for participants of that JiM weekend, JIFGA-00046251, and attended an in-person reunion, JIFGA-00048346. Following that reunion, Defendant Goldberg provided one participant with a referral to a conversion therapist and offered to "suggest 1 or 2 others." JIFGA 00051008.

Michael P. Laffey, Esq., p. 2

The permanent injunction also required JONAH to cease operations, dissolve as a corporate entity, and liquidate its assets. Yet Defendants' production confirmed that JIFGA is a mere continuation of JONAH. Defendants continue to carry out the core functions of JONAH—the promotion and facilitation of conversion therapy—under the guise of JIFGA. Defendants continue to refer potential clients to conversion therapists and pocket referral fees. *See e.g.* JIFGA-00029543; JIFGA-00029581; JIFGA-00029725. Defendants even continue to use “@jonahweb.org” email addresses, an independent violation of the express terms of the injunction. *See* JIFGA-00029543; JIFGA-00040984.

Moreover, Defendants' production revealed that several of Defendants' statements to Plaintiffs and the Court regarding the extent of Defendants' improper conduct and purported cure were blatantly false. Specifically, Defendants stated that JIFGA does not make referrals when it clearly does so and receives referral fees for doing so. *See* JIFGA-00029581. Defendant Goldberg's statement that he did not know that the clients he referred to Vazzo and Morgan were receiving conversion therapy was clearly false. JIFGA-00027527. Even Defendants' purported refunds of referral fees, already deficient to the extent they were limited to only nine of JIFGA's many referred clients, did not reflect the full amounts owed. *See* Email from Michael Laffey to Thomas Kessler (June 14, 2018); Email from Michael Laffey to Thomas Kessler (June 15, 2018).

Defendants' many breaches of the settlement agreement are uncured and incurable. Through this letter, Plaintiffs give notice of their intent to seek Breach Damages as defined in the settlement agreement. If full payment is not made within thirty days, Plaintiffs will move for relief from the court.

Very truly yours,



Lina Bensman

Enclosures