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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 MOTION
TO ENFORCE PERMANENT
INJUNCTION AND FOR
DEFAULT JUDGMENT**

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 and Jo Bruck on motion (the "Motion")¹ returnable April 12, 2019, seeking

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion.

(i) enforcement of the Court’s December 18, 2015 *Order Granting Permanent Injunctive Relief and Awarding Attorneys’ Fees* (the “Permanent Injunction”), (ii) default judgment against JONAH, Arthur Goldberg and Elaine Berk for failure to pay the Fee Award as provided for in the Permanent Injunction, and (iii) initiation of summary proceedings against Defendants for criminal contempt pursuant to R. 1:10-2, and for good cause shown

IT IS on this ___ day of _____, 2019, hereby

FOUND AND DETERMINED that:

1. JONAH, Arthur Goldberg and Elaine Berk have violated the Permanent Injunction by failing to “permanently cease any and all operations” of JONAH as required by Paragraph 1 of the Permanent Injunction, including through the founding and operation of the Jewish Institute for Global Awareness or “JIFGA”;
2. JIFGA is a successor in interest to and a mere continuation of JONAH;
3. JONAH, Arthur Goldberg and Elaine Berk have violated the Permanent Injunction by engaging in Conversion Therapy and promoting Conversion Therapy-related commerce;
4. The Permanent Injunction violations committed by JONAH, Arthur Goldberg and Elaine Berk were willful such that it is proper to award to Plaintiffs their fees and costs incurred in bringing the Motion; and
5. JONAH, Arthur Goldberg and Elaine Berk have breached their obligations under the parties’ December 17, 2015 settlement agreement (the “Settlement Agreement”), which breaches have not been and cannot be cured.

Therefore, it is hereby **ORDERED** that:

1. The Motion is GRANTED as set forth herein;

2. JIFGA, as a successor in interest to and a mere continuation of JONAH, shall be subject to the Permanent Injunction in all respects, including with respect to all provisions applicable to JONAH, and the Permanent Injunction's definition of "Defendants" shall be deemed amended to include JIFGA;
3. Pursuant to Paragraph 1 of the Permanent Injunction, JIFGA shall permanently cease any and all operations within thirty (30) days of the entry of this Order, including operation of its websites, which it shall cause to be taken offline;
4. JIFGA shall terminate all communication channels (whether phone, fax, email, social media, or otherwise) in JIFGA's control and used for JIFGA's operations within thirty (30) days of the entry of this Order;
5. Pursuant to Paragraph 2 of the Permanent Injunction, JIFGA 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;
6. Pursuant to Paragraph 6 of the Settlement Agreement, Defendants shall, within thirty (30) days of the entry of this Order, pay to Plaintiffs the Defendants' Breach Damages (as defined in Paragraph 6(b) of the Settlement Agreement), *provided, however,* that Ms. Berk's liability for the Defendants' Breach Damages shall be limited to the Berk Breach Damages (as defined in Paragraph 6(c) of the Settlement Agreement);
7. Defendants shall disgorge in full all moneys received in connection with their facilitation of Conversion Therapy;
8. Defendants Arthur Goldberg and Elaine Berk are permanently enjoined from incorporating or serving as officers, directors or trustees or in any position having

the duties of an officer, director or trustee of any tax-exempt entity incorporated in or having any operations in New Jersey;

9. Plaintiffs shall, within thirty (30) days of the entry of this Order, submit a certification documenting their attorneys' fees and expenses incurred in bringing the Motion. Defendants shall, not later than thirty (30) days after receipt of Plaintiffs' certification, reimburse Plaintiffs for such fees and expenses, pursuant to *R. 1:10-3*;
10. The Court shall institute a separate summary contempt proceeding against the Defendants pursuant to *R. 1:10-2*; and
11. 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