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Michael Ferguson, Benjamin Unger, Chaim
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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

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 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