

SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

JANE DOE 2, <i>et al.</i>	:	
	:	
Plaintiffs,	:	Case No. 2014 CA 8073 B,
	:	Consolidated with
v.	:	Case No. 2015 CA 7814 B
	:	Judge Brian F. Holeman
THE GEORGETOWN SYNAGOGUE -	:	
KESHER ISRAEL CONGREGATION, <i>et al.</i>,	:	
	:	
Defendants.	:	
	:	
	:	

NOTICE OF CLASS ACTION SETTLEMENT

TO: All females who were videotaped by Rabbi Bernard Freundel AND/OR who disrobed, either partially or completely, in the ritual bath and/or associated facilities operated by the National Capital Mikvah, Inc. (regardless of whether they were videotaped) between July 1, 2005, and October 14, 2014 (the day when Freundel was arrested).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE DESCRIBES A PROPOSED CLASS ACTION SETTLEMENT THAT MAY AFFECT YOUR RIGHTS. YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THE SETTLEMENT; THIS NOTICE EXPLAINS WHAT BENEFITS ARE AVAILABLE, WHO IS ELIGIBLE FOR THEM, AND HOW TO GET THEM. CLASS MEMBERS MUST COMPLETE A CONFIDENTIAL REGISTRATION FORM IN ORDER TO RECEIVE MONEY FROM THIS SETTLEMENT.

1. Overview of the Class Action Litigation

This class action lawsuit arises from Rabbi Bernard Freundel’s secret videotaping of females without their consent at the National Capital Mikvah (“National Capital Mikvah” or the “Mikvah”) in Washington, D.C. The class action is brought against Freundel and four religious organizations that are alleged to be liable for acts and omissions concerning Freundel. These organizations are: the Georgetown Synagogue – Keshet Israel Congregation; the National Capital Mikvah, Inc.; the Rabbinical Council of America, Inc.; the Beth Din of the United States of America, Inc. These organizations are referred to collectively in this Notice as the Settling Defendants.

In the class action lawsuit, the Class Representatives, represented by Court-appointed Class Counsel, assert legal claims for negligent hiring, training, retention, and supervision; negligent infliction of emotional distress; intrusion upon seclusion; breach of warranty; premises liability; and negligence. The Settling Defendants deny all liability or wrongdoing.

To attempt to resolve these claims, the Settling Defendants and the Plaintiffs who brought litigation against them agreed to undertake a mediation process and retained as mediator the Honorable Nan R. Shuker, the former Presiding Judge of the Civil Division of the Superior Court of the District of Columbia and a skilled mediator. The Travelers Companies, Inc., the liability insurer for some of the Settling Defendants, participated in the mediation process. The parties and their respective counsel worked closely with Judge Shuker to reach this Settlement, including participating in multiple meetings and teleconferences.

To resolve their differences and avoid the risks, uncertainties, time, and resources of future litigation, the Class Representatives and the Settling Defendants have agreed to settle this class action lawsuit, subject to the Court's approval. Some of the Settling Defendants have insurance coverage, and the insurer will pay \$14.25 million to settle the claims ("Total Settlement Amount"). The Class Representatives and Class Counsel have analyzed the benefits of this Settlement and have concluded that the terms of this Settlement are fair, reasonable, adequate, and in the best interests of the Class.

2. Who Is Covered by this Settlement?

The Class Members who are covered by this Settlement, and whose legal rights are affected by it, are: (1) all females whom the United States Attorney's Office for the District of Columbia identified as having been videotaped by Rabbi Bernard Freundel between July 1, 2005, and October 14, 2014, and (2) all females who disrobed, either partially or completely, in the ritual bath and/or associated facilities operated by the National Capital Mikvah, Inc. (regardless of whether they were videotaped) between July 1, 2005, and October 14, 2014.

3. Why Am I Receiving a Copy of this Notice?

Receiving this Notice does not mean that you were videotaped by Freundel. The Settling Defendants state that they do not have records that specifically identify all Class Members. Accordingly, this Notice is being sent to persons who may be possible Class Members, including but not limited to persons whom the Settling Defendants identify as having been, at any time from July 1, 2005, through October 14, 2014: (a) female members of the Georgetown Synagogue – Keshet Israel Congregation, (b) donors to the National Capital Mikvah, Inc., and/or (c) females who converted to Orthodox Judaism under Freundel's authority during this period. In addition, this Notice has been distributed to several non-profit organizations in the Washington, D.C. area and a short-form of this Notice is being published in multiple publications in the United States and Israel.

4. What Payments Will Class Members Receive from the Settlement?

Under this class action settlement, Class Members who submit complete Confidential Registration Forms ("Registered Class Members") may be eligible for two different kinds of payments: Base Payments and Supplemental Payments.

Registered Class Members will automatically receive Base Payments without having to detail the harms they suffered as a result of Freundel's conduct. Each Registered Class Member whom the United States Attorney's Office for the District of Columbia identified as having been videotaped by Freundel will receive a Base Payment of **\$25,000**. Each Registered Class Member who attests, under penalty of perjury, that she disrobed in the National Capital Mikvah one or more times between July 1, 2005, and October 14, 2014, and suffered actual emotional distress after learning of Freundel's videotaping there, will receive a Base Payment of **\$2,500**.

In addition, each Registered Class Member shall be eligible to receive an *additional*, Supplemental Payment if she completes a confidential Claim Form describing the harm she suffered. The amount of each Supplemental Payment will be determined by an Independent Claims Expert based on the following factors: (a) the number of times and/or length of time that the Class Member was videotaped by Freundel (to the extent this information has been provided by the USAO-DC); (b) if her conversion to Orthodox Judaism was adversely affected; (c) the level of emotional distress and physical sickness and/or physical injuries that she suffered as a result of her Claims (as defined in Section 6 below); (d) whether she received any medical diagnoses and/or treatment from any health care provider(s) (e.g., doctor, nurse practitioner, psychologist, psychiatrist, social worker, counselor, etc.) as a result of her Claims; (e) whether her use of the Mikvah and/or relationship with Freundel arose from a religious, as opposed to purely educational, setting; (f) the extent to which she suffered disruptions to her relationship with her spouse, fiancé, or romantic partner as a result of her Claims; (g) any disruptions

to her professional and social life; (h) any adverse impact on her religious faith and practice as a result of her Claims (including membership and/or participation in any religious community, organization, and/or activity); (i) the duration and/or nature of her relationship with Freundel; (j) any other aggravating factors, such as the Class Member's status as a minor and any history of abuse; (k) the number of times that she disrobed in the Mikvah; (l) the fees she paid to use the Mikvah; and (m) whether she participated in the criminal action against Freundel. The Independent Claims Expert appointed by the Court is a psychiatrist named Dr. Annie Steinberg; she has extensive expertise in cases of trauma and abuse. A Claimant may request an interview with the Independent Claims Expert by making the request, in writing, to the Settlement Administrator, and the Independent Claims Expert shall decide whether and to what extent such an interview is necessary and/or appropriate. *The Independent Claims Expert's determination of the value of each Supplemental Payment shall be final, binding, and not subject to further review by any Court.*

The Registration Forms and Claim Forms completed by Class Members will be kept confidential and will only be used to administer payments in this class action Settlement. They will not be made public and will not be provided to Freundel or the other Defendants.

5. How Will the Total Settlement Amount Be Distributed?

As explained above, a Total Settlement Amount of **\$14.25 million** will be paid by the insurer of some of the Settling Defendants. The majority of the Total Settlement Amount will be used to make Base Payments and Supplemental Payments to Class Members, as discussed in Section 4 above. Subject to Court approval, the remainder of the Total Settlement Amount will be used for (a) fees and expenses for the Settlement Administrator who will administer the class action settlement and the Independent Claims Expert who will allocate the Supplemental Payments (which are projected to total under \$175,000, or less than 1.3% of the Total Settlement Amount), (b) fees and expenses for the attorneys who brought the class action lawsuit and have negotiated this class action settlement, referred to as Plaintiffs' Counsel (as discussed in Section 10 below), and (c) service payments to the plaintiffs who brought and assisted in the litigation against the Settling Defendants (as discussed in Section 11 below).

In addition, the sum of \$300,000 will be set aside from the Total Settlement Fund to provide Base Payments and/or Supplemental Payments to Class Members who do not submit a Registration Form and/or Claim Form by the submission deadlines because of extraordinary circumstances, such as if the Class Member was a minor. If the Reserve Fund has not been fully paid out within a year after all of the Supplemental Payments have been paid, it will be distributed as follows: (1) if the Reserve Fund still contains \$25,000 or more, the uncashed funds shall be used to make a second distribution, on *pro rata* basis, to the Class Members who received Supplemental Payments, or (2) if the Reserve Fund contains less than \$25,000, then half of the uncashed funds shall be paid to the Jewish Social Services Agency and half of the uncashed funds shall be paid to Network for Victim Recovery of D.C. No part of the Total Settlement Amount will be returned to the Settling Defendants or their insurer.

The total amount that will be used to make the initial round of Supplemental Payments to Class Members will be calculated by taking the Total Settlement Amount, deducting the value of all Base Payments that are paid to Class Members, deducting all Court-ordered payments to the Settlement Administrator, the Independent Claims Expert, Plaintiffs' Counsel, and service payments to plaintiffs, adding any accumulated interest after any required taxes are paid, and subtracting the value of the Reserve Fund discussed above.

6. What Claims Are Class Members Releasing as Part of This Settlement?

If the Court grants final approval of the Settlement, then all Class Members will release the Settling Defendants (meaning, the Georgetown Synagogue – Keshet Israel Congregation, the National Capital Mikvah, Inc., the Rabbinical Council of America, Inc., and the Beth Din of the United States

of America, Inc.) and Travelers (meaning, the Travelers Companies, Inc., and each of its affiliates and subsidiaries, including but not limited to the Charter Oak Fire Insurance Co., the Phoenix Insurance Co., the Travelers Indemnity Co., and the Travelers' Indemnity Co. of Connecticut), and each of their respective past, present, and future directors, officers, insurers or reinsurers (as applicable), subsidiaries, affiliates and corporate parent (as applicable), employees, attorneys, accountants, agents, and trustees (each individually a "Released Party" and all collectively the "Released Parties") of all claims arising from, or related to, or based upon the conduct of Freundel from July 1, 2005, through October 14, 2014, including, but not limited to, his conduct in the Mikvah and/or in videotaping elsewhere during this period (the "Claims"). This means that Class Members cannot sue the Released Parties (including Freundel) for these Claims. The full terms of the release are set forth in Section 5 of the Settlement Agreement. However, this Settlement Agreement does not release any claims that Freundel's students at Towson University and/or Georgetown University may have against those universities.

7. What Are My Legal Rights and Options in This Settlement, and What Are the Important Deadlines for This Settlement?

- ***These Steps Must Be Taken to Receive a Base Payment:*** Enclosed with this Notice is a Confidential Registration Form. To be eligible to receive a Base Payment, Class Members must submit a timely, complete, and responsive Registration Form by November 13, 2018. If you receive a Base Payment check, you must cash the check within six (6) months of the date of issuance, or the check will become void.

- ***These Steps Must Be Taken to Be Eligible for a Supplemental Payment:*** After the Court grants final approval of the Settlement, all Class Members who have submitted timely, complete, and responsive Registration Forms will be sent a Confidential Claim Form, which will contain instructions and the deadline for submitting the Claim Form. To be eligible to receive a Supplemental Payment (in addition to your Base Payment), these Class Members must submit a timely, complete, and responsive Claim Form by the deadline specified in the Claim Form. If you receive a Supplemental Payment check, you must cash the check within six (6) months from the date of issuance, or the check will become void.

- ***These Steps Must Be Taken to Object to the Settlement:*** If you want to object to the Settlement, in whole or as to any part, you must send your objection in writing with a postmark of no later than October 15, 2018, to the Settlement Administrator and Class Counsel at the addresses listed in Section 13 below. The objection (1) must be personally signed by the person objecting, or by his or her counsel or legal representative; (2) must contain the statement "I object to the class settlement in *Jane Doe 2 et al. v. Georgetown Synagogue-Keshet Israel et al.*"; (3) must contain the name, address, telephone number, and email address of the person objecting (if the objection is submitted by counsel, the name and contact information of the attorney's client must be provided); (4) must include a detailed description of the basis of the objection; and (5) must state whether the person objecting intends to appear in person or through counsel at the Final Approval Hearing. Persons who fail to make objections in the manner specified above will be deemed to have waived any objections and will be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. *If the Court rejects a Class Member's objection, the Class Member will still be bound by the terms of the Settlement, including the release of Claims described in Section 6 above.*

- ***What Happens to Class Members Who Do Nothing:*** Class Members who do nothing will remain part of the Settlement and will be bound by the terms of the Settlement, including the release of Claims described in Section 6 above. However, Class Members who do not complete the Registration Form will not be eligible to receive money from the Settlement.

For each of the above deadlines, if documents are submitted by mail, the postmark date of the mailing envelope will be the exclusive method used to determine if the deadline was satisfied. If you miss the Registration Form or Claim Form deadline due to extraordinary circumstances, please contact the Settlement Administrator immediately, as you may still be eligible to receive a payment.

8. Can Class Members Opt-Out of this Settlement?

The Court has preliminary certified this class for settlement purposes pursuant to D.C. Superior Court Rule of Civil Procedure 23(b)(1). Under this type of certification, Class Members cannot “opt-out” or exclude themselves from the Settlement to pursue individual claims against the Released Parties. The legal options available to Class Members, including the right to object, are outlined in Section 7 above.

9. How Will Settlement Awards Be Reported for Tax Purposes?

For tax purposes, each Base Payment and each Supplemental Payment that is issued will be reported on a Form 1099-MISC in Box 3 (“Other Income”). Neither Class Counsel nor the Settling Defendants make any representations concerning the tax consequences of this Settlement, and Class Members who receive payments are advised to seek their own personal tax advice in connection with the settlement payments.

10. Which Lawyers Represent the Class, and How Will the Lawyers Be Paid?

Multiple law firms brought claims and litigation against the Settling Defendants. The law firms involved in the negotiations that resulted in this class action settlement are Sanford Heisler Sharp, LLP; Chaikin, Sherman, Cammarata & Siegel, P.C.; Silverman, Thompson, Slutkin & White, LLC; and the Cochran Firm (collectively, “Plaintiffs’ Counsel”). Plaintiffs’ Counsel pursued this litigation on a contingency basis; in other words, they agreed that they would only be compensated for their work if they obtained a recovery for the Plaintiffs and/or the Class Members. As is routine in class action cases, Plaintiffs’ Counsel will request an award of their attorneys’ fees and expenses. Their fees and expenses will be paid from the Total Settlement Amount in an amount awarded by the Court only if and after the Court approves the Settlement.

Plaintiffs’ Counsel will request that Court award attorneys’ fees in a combined amount equal to one-third of the Total Settlement Amount. This will pay the law firms for all the work that they have performed and will continue to perform in this action. That work includes investigating and analyzing the facts, participating in mediation, and negotiating and overseeing the Settlement. In addition, Plaintiffs’ Counsel will request reimbursement from the Total Settlement Amount of the out-of-pocket costs that they have incurred in connection with litigation against and mediation with the Settling Defendants. It is estimated that these out-of-pocket costs will total under \$400,000 (or less than 3% of the Total Settlement Amount), including all fees and expenses Plaintiffs’ Counsel have incurred for Judge Shuker and for coverage counsel.

The law firm of Sanford Heisler Sharp, LLP has been designated as Class Counsel to represent the Class. Class Members will not be charged separately for the services performed by Sanford Heisler Sharp, LLP; their fees and expenses will be paid from the Total Settlement Amount in an amount the Court awards only if and after the Court approves the Settlement. Any fees paid to Sanford Heisler Sharp, LLP will be included in, and will not be in addition to, the fees paid to all Plaintiffs’ Counsel (which will total up to one-third of the Total Settlement Amount). If you want to be represented by your own lawyer, you may hire one at your own expense.

11. Will Certain Plaintiffs Receive Any Additional Award for Bringing Litigation on Behalf of the Class Members?

Service payments of between \$2,500 and \$25,000 will be sought for each of the plaintiffs who brought litigation against the Settling Defendants. These payments will come from the Total Settlement Amount and will total no more than \$180,000 (less than 1.3% of the Total Settlement Amount). These payments will be sought to compensate the plaintiffs for their service in pursuing litigation to the benefit of Class Members and/or in bringing about this Settlement.

12. When and Where Will the Court Decide Whether to Approve the Settlement?

Under the rules of the Superior Court, every settlement of a certified class action must be approved by the court that presided over the lawsuit. The Court will hold a final settlement fairness hearing on October 22, 2018 at 10:00 a.m. in Courtroom 516 of the H. Carl Moultrie Courthouse of the Superior Court of the District of Columbia, 500 Indiana Avenue, N.W., Washington, D.C. 20001. At this hearing the Court will consider whether the terms of the Settlement are fair, reasonable, and adequate. The Court will also decide how much to award for attorneys' fees and costs and for the proposed recipients of service payments. At that time, the Court will consider any objections that were timely and properly submitted according to the directions outlined in Section 7 above. Following the hearing, the Court will decide whether to approve the Settlement. You may, but are not required to, attend the hearing; if you wish to speak at the hearing (either in person or through counsel), you must have previously submitted your written objection according to the directions outlined in Section 7 above.

13. How Can I Find Out More Information about the Settlement?

This Notice contains only a summary of the terms of the Settlement. The complete terms of the Settlement are set out in the Settlement Agreement and Release. You may obtain a copy of the Settlement Agreement and Release, and additional information pertaining to the Settlement, by visiting the websites listed below or by contacting Class Counsel or the Settlement Administrator using the contact information below. If you have further questions about the Settlement and how to receive benefits under the Settlement, you can get free help by contacting Class Counsel or the Settlement Administrator using the contact information below:

Class Counsel: Sanford Heisler Sharp, LLP
1350 Avenue of the Americas, Suite 3100
New York, NY 10019
www.sanfordheisler.com/mikvah
Telephone: (646) 402-5650
Facsimile: (646) 402-5651
Email: mikvahsettlement@sandfordheisler.com

Settlement Administrator: RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
www.mikvahsettlement.com
Toll-Free: (866) 742-4955
Facsimile: (215) 827-5551
Email: mikvahsettlement@rg2claims.com

PLEASE DO NOT CALL OR CONTACT THE COURT, THE OFFICE OF THE CLERK OF COURT, OR THE DEFENDANTS WITH QUESTIONS REGARDING THIS NOTICE.