

SETTLEMENT AGREEMENT AND RELEASE

1. INTRODUCTION

1.1 Multiple claims, including claims on behalf of proposed classes, arising out of, or relating to, or based upon the conduct of Rabbi Bernard Freundel ("Freundel") are currently pending in litigation against Defendants the Georgetown Synagogue – Keshet Israel Congregation ("Keshet"), the National Capital Mikvah, Inc. ("NCM"), the Rabbinical Council of America, Inc. ("RCA"), and the Beth Din of the United States of America, Inc. ("BDA") (collectively the "Settling Defendants").

1.2 The Plaintiffs, including the Class Representatives acting on behalf of the proposed classes, and the Settling Defendants agreed to undertake a mediation process to attempt to resolve these claims. To facilitate that result, the Parties 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. Travelers, the liability insurer for some of the Settling Defendants, participated in that mediation. The Parties and their respective counsel worked closely with Judge Shuker to reach this Settlement, including participating in multiple in-person meetings and numerous teleconferences. Subject to approval by the Superior Court of the District of Columbia ("Court"), this Settlement Agreement and Release sets forth the terms by which the Parties have agreed to settle all Claims between the Releasing Parties and the Released Parties (as defined in Paragraph 5.1 below).

1.3 The Parties and their counsel recognize that, in the absence of a court-approved settlement, they could face protracted *litigation*, including motions to dismiss, motions for class certification, motions for summary judgment, and trial and appellate proceedings that would consume time and resources and present each of them with ongoing litigation risks and uncertainties. The Parties wish to avoid these risks and uncertainties, as well as the time and resources that would necessarily be devoted to further litigation of the Claims (as defined in Paragraph 5.1 below), through resolution of the Claims pursuant to the terms and conditions of this Agreement.

1.4 Based on their respective investigation, analysis, and deliberations, the Parties believe the Settlement described in this Agreement is fair, reasonable, and adequate. Class Counsel and the Class Representatives believe that the Agreement, which provides prompt relief for the Class, serves the best interest of the Class based on all the facts and circumstances, including the uncertainty, risk, and delay with respect to class certification and prevailing on the merits.

1.5 By entering into this Agreement, the Settling Defendants do not admit any liability and specifically deny any wrongdoing and deny that the Plaintiffs and/or the Class Members are entitled to any damages or other relief from the Settling Defendants. Neither this Settlement nor any act performed or document executed pursuant to, or in furtherance of the Settlement: (a) is, or may be deemed to be, or may be used as an admission or evidence of the validity of any Claim against, or of any wrongdoing by, or liability of the Settling Defendants; or (b) is, or may be deemed to be, or may be used as an admission or evidence of any fault or omission of any Settling Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

1.6 By entering into this Agreement, Travelers does not admit that it has any obligation to defend or indemnify any of the Settling Defendants or waive any coverage defenses it may have with respect to insurance coverage for Claims asserted against a Settling Defendant who is a Travelers insured, and specifically denies it has any obligation to Plaintiffs and/or Class Members under insurance policies issued to Settling Defendants who are its insureds. Neither this Settlement nor any act performed or document executed pursuant to, or in furtherance of the Settlement: (a) is, or may be deemed to be, or may be used as an admission or evidence of insurance coverage for any Claim against a Settling Defendant, or of any wrongdoing by Travelers, or liability of Travelers; or (b) is, or may be deemed to be, or may be used as an admission or evidence of insurance coverage or of any fault or omission by Travelers with respect to claims handling, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

2. MUTUAL FULL COOPERATION

2.1 The Parties agree that they will fully cooperate with one another to effectuate and implement the terms and conditions of this Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Agreement.

3. DEFINITIONS

The terms below shall have the meanings set forth in this Paragraph 3 wherever used in this Agreement, and in the Notice of Class Action Settlement, Registration Form, and Claim Form.

3.1 "Agreement" or "Settlement" means this Settlement Agreement and Release.

3.2 "Claim" or "Claims" has the meaning set forth in Paragraph 5.1.

3.3 "Claim Form" means a form proposed by Class Counsel and approved by the Court that will be distributed to Class Members pursuant to this Agreement and as ordered by the Court. A "Claimant" refers to a Registered Class Member who submits a Claim Form.

3.4 "Claim Form Deadline" means sixty (60) days after the Claim Form is mailed and/or emailed to the Registered Class Member.

3.5 "Class" or "Certified Settlement Class" means a class certified for settlement purposes pursuant to D.C. S.C.R.-Civil Rule 23(b)(1), consisting of all females who the United States Attorney's Office for the District of Columbia ("USAO-DC") has identified as having been videotaped by Freundel during the Settlement Period, and/or who otherwise "Used the Mikvah" (regardless of whether they were videotaped) in the manner defined in Paragraph 3.13 during the Settlement Period. "Class Member" refers to a member of the Class. For the avoidance of doubt, the woman whose Claims are subject to a tolling agreement with Keshet, NCM, and RCA is a Class Member (and shall be eligible to receive a Supplemental Payment pursuant to Paragraph 4.3).

3.6 "Class Counsel" refers to the law firm of Sanford Heisler Sharp, LLP, and other counsel to whom the Sanford Heisler Sharp, LLP (the "Firm") delegates the authority to act, consistent with the Order of the Court appointing the Firm as Lead Interim Class Counsel.

“CSCS” refers to Chaikin, Sherman, Cammarata & Siegel, P.C.; and “STSW” refers to Silverman, Thompson, Slutkin & White, LLC, who respectively have represented females and others harmed by Freundel’s conduct. Class Counsel shall keep STSW apprised as to information provided by the Settlement Administrator concerning STSW clients. The term “Plaintiffs’ Counsel” refers to Sanford Heisler Sharp, LLP, CSCS, STSW, and the Cochran Firm.

3.7 “Plaintiffs” refers to each named plaintiff in the Superior Court Action and each named plaintiff in the Federal Court Action.

3.8 “Settling Defendants” refers to The Georgetown Synagogue – Keshet Israel Congregation (“Keshet”), the National Capital Mikvah, Inc. (“NCM”), the Rabbinical Council of America, Inc. (“RCA”), and the Beth Din of the United States of America, Inc. (“BDA”). For purposes of this Agreement, “Settling Defendants” excludes Freundel.

3.9 “Settling Defendants’ Counsel” means the respective counsel of record for the above-referenced Settling Defendants in the Superior Court Action.

3.10 “Effective Date” means the last date upon which all of the following have occurred: (1) entry of a final order by the Court certifying the Class; (2) entry of an order or orders by the Court granting final approval to the Settlement and dismissing the Superior Court Action with prejudice; (3) if any objections were timely and properly made in accordance with the terms of this Agreement, the time for appeal has expired; and (4) if any appeal was made, it has resulted in an affirmance (which is not subject to any further appeal) of the Court order granting final approval to the Settlement.

3.11 “Federal Court Action” refers to *Jane Doe et al. v. The Georgetown Synagogue-Keshet Israel Congregation, et al.*, Case 1:16-cv-01845-ABJ, in the United States District Court for the District of Columbia, which has since been dismissed.

3.12 “Independent Claims Expert” means the Court-appointed Independent Claims Expert selected by Class Counsel.

3.13 “Mikvah” refers to the ritual bath and/or associated facilities (including the anteroom, changing rooms, showers, and/or bathrooms) operated by the NCM. “Used the Mikvah” or “Use of the Mikvah” refers to disrobing, either partially or completely, in the Mikvah.

3.14 “Notice” or “Notice of Class Action Settlement” means a form proposed by Class Counsel and approved by the Court that will be distributed to Class Members pursuant to this Agreement and as ordered by the Court. The Notice shall include the Registration Form.

3.15 “Parties” refers to the “Settling Defendants,” the “Plaintiffs” and “Travelers.”

3.16 “Preliminary Approval Order” means the Order entered by this Court in the Superior Court Action preliminarily approving the terms of this Agreement, preliminarily certifying the Class, scheduling a hearing for final approval of the settlement (“Final Approval Hearing”), and directing issuance of the Notice of Class Action Settlement pursuant to this Agreement.

3.17 "Registered Class Members" refers to each Class Member deemed to be a Registered Class Member pursuant to Paragraph 7.1.

3.18 "Registration Form" means a form proposed by Class Counsel and approved by the Court, that will be distributed to Class Members, as part of the Notice, pursuant to this Agreement and as ordered by the Court. The Registration Form shall include an acceptable substitute Form W-9.

3.19 "Settlement Administrator" means the Court-appointed Settlement Administrator selected by Class Counsel.

3.20 "Settlement Period" means the period from July 1, 2005 through October 14, 2014.

3.21 "Superior Court Action" refers to the consolidated cases of *Jane Doe 2, et al., v. The Georgetown Synagogue-Keshet Israel Congregation, et al.*, Case Nos. 2014 CA 8073 B and 2015 CA 7814 B, in the Superior Court of the District of Columbia.

3.22 "Supplemental Payment Fund" means the amount reserved from the Qualified Settlement Fund Account for payment of Supplemental Payments. The Supplemental Payment Fund shall be computed by (a) taking the Total Settlement Amount, in the amount specified in Paragraph 4.1, (b) deducting all Base Payments paid pursuant to Paragraph 4.2, (c) deducting all Court-ordered distributions and performing all required reallocations pursuant to Paragraph 8, (d) adding all interest accrued after payment of applicable taxes on the accrued interest, and (e) subtracting the value of the Reserve Fund pursuant to Paragraph 4.5.

3.23 "Travelers" means 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.

4. TOTAL SETTLEMENT AMOUNT AND DETERMINATION OF INDIVIDUAL AWARDS

4.1 **Total Settlement Amount.** Travelers shall pay, on behalf of the Settling Defendants who are its insureds, the sum of U.S. \$14,250,000 (the "Total Settlement Amount") to settle and fully satisfy all Claims against the Settling Defendants. Class Counsel shall send an email to the Settlement Administrator and Travelers, copying the Settling Defendants' counsel, confirming when the Effective Date has occurred. Within fourteen (14) calendar days after the day that Class Counsel sends that email confirming when the Effective Date has occurred, Travelers shall remit the Total Settlement Amount, by wire or electronic funds transfer, to an account specified in writing by the Settlement Administrator. Upon wiring the Total Settlement Amount, Travelers and the Settling Defendants will have no further monetary obligations with respect to the Plaintiffs and to Class Members pursuant to this Agreement or otherwise, and shall have no further responsibility to make any additional payments pursuant to this Agreement, including, without limitation, payment of fees to Class Counsel or other counsel, payment of the cost of Notice, or any payments to the Independent Claims Expert or the Settlement Administrator. Should Travelers fail to make payment of all or any portion of the Total Settlement Amount as specified in this Agreement, (a) any

Plaintiff and/or Class Member may bring a proceeding to enforce this Agreement and compel Travelers to make payment of the Total Settlement Amount, plus accumulated interest and (b) in the event any Plaintiff and/or Class Member moves to compel payment of the Total Settlement Amount, any recourse by Plaintiffs or any Class Member shall be exclusively against Travelers, and Settling Defendants will have no obligation or responsibility to pay all or any part of the Total Settlement Amount that Travelers has failed to pay, and (c) Class Counsel shall have the right to terminate this Agreement only upon a finding by the Court in a proceeding brought to enforce this Agreement, and affirmed if there is any appeal, that Travelers has violated its obligations under this Paragraph.

4.2 Base Payment. Each Registered Class Member shall receive a Base Payment as follows:

(a) Each Registered Class Member who the U.S. Attorney's Office for the District of Columbia ("USAO-DC") has identified as having been videotaped by Freundel shall receive a Base Payment of \$25,000.

(b) Each Registered Class Member who does not satisfy the requirements to receive a Base Payment of \$25,000 pursuant to Paragraph 4.2(a) shall receive a Base Payment of \$2,500.

4.3 Supplemental Payment

4.3.1 In addition to the Base Payment, each Registered Class Member shall be eligible to receive a Supplemental Payment if she submits a Claim Form that is timely, complete, and responsive to the information sought. To be considered timely, the Claim Form must be mailed, emailed, or otherwise transmitted to the Settlement Administrator on or before the Claim Form Deadline. For Claim Forms returned by mail, the postmark date of the mailing envelope shall be determinative of whether the Claim Form was timely submitted. To be considered complete, all the information sought must be provided, and the Claim Form must be signed by the Claimant (or her representative) under penalty of perjury (without a notarization requirement). The Settlement Administrator and Class Counsel shall be available to respond to requests from Class Members for assistance in completing and filing Claim Forms.

4.3.2 Within sixty (60) days after the Claim Form Deadline, an Independent Claims Expert shall review all timely Claim Forms and any supporting documentation submitted by Claimants in connection with the timely Claim Forms and shall allocate points to each Claimant pursuant to the following allocation system. A Claimant shall be eligible to receive points as follows: (a) up to 10 points based on the number of times and/or length of time that she was videotaped by Freundel (if the USAO-DC provided this information to videotaped Class Members or provides this information to the Independent Claims Expert); (b) up to 10 points if her conversion to Orthodox Judaism was adversely affected; (c) up to 10 points based on the level of emotional distress and physical sickness and/or physical injuries that she suffered as a result of her Claims; (d) up to 10 points based on 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) up to 10 points based on whether her Use of the Mikvah and/or relationship with Freundel arose from a religious, as opposed to purely educational, setting; (f) up to 10 points

based on the extent to which she suffered disruptions to her relationship with her spouse, fiancé, or romantic partner as a result of her Claims; (g) up to 10 points based on disruptions to her professional and social lives; (h) up to 10 points based on 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) up to 10 points based on the duration of and/or nature of her relationship with Freundel; (j) up to 10 points based on any other aggravating factors, such as the Class Member's status as a minor and any history of abuse; (k) up to 3 points based on the number of times that she Used the Mikvah; (l) up to 3 points based on the fees she paid to use the Mikvah; and (m) up to 3 points based on whether she participated in the criminal action against Freundel. A Claimant may request an interview with the Independent Claims Expert by making the request, in writing, to the Settlement Administrator, who will remit the request to the Independent Claims Expert. The Independent Claims Expert shall decide whether and to what extent such an interview is necessary and/or appropriate. After finalizing the award of points to each Class Member, the Independent Claims Expert shall total the points allocated to all Class Members, determine each Class Member's proportionate share of the total points, and calculate each Class Member's share of the Supplemental Payment Fund based on her individual point total. The Independent Claims Expert shall make the final determination as to the value of any Supplemental Payment due to each Class Member, and the Independent Claims Expert's determination shall be binding and shall not be subject to any judicial review by the Court, by appeal, mandamus or otherwise. The Settling Defendants and their Counsel, Travelers, as well as Class Counsel, shall have *no* responsibility or liability for how the Independent Claims Expert determines or assigns points to the Registered Class Members, or for the calculation of the Supplemental Payment.

4.4 All Parties, the Independent Claims Expert, and the Settlement Administrator shall keep the claims process confidential, except that documents and information may be provided to Class Counsel on a confidential basis if the assistance of Class Counsel is requested by a Class Member, the Independent Claims Expert, or the Settlement Administrator. Claim Forms will be used only to administer the Settlement and will not be admissible in a court or other legal proceeding for any purpose. The Settling Defendants and their respective Counsel shall not have access to the names of Claimants, any Claimant's Claim Form, or any supplemental information submitted in connection with any Claim Form, and shall not be informed about any Class Member's submission of a Claim Form or receipt of any Supplemental Payment.

4.5 **Reserve Fund.** The sum of \$300,000 shall be set aside from the Total Settlement Amount as a Reserve Fund to provide Base Payments and/or Supplemental Payments to Class Members who fail to timely submit a Registration Form and/or Claim Form because of extraordinary circumstances, including if the Class Member was a minor as of the submission deadline. The Settlement Administrator shall make the final determination as to whether a Class Member qualifies as having extraordinary circumstances. If the Reserve Fund still contains any undistributed funds as of exactly one (1) year after the date when the last of the Supplemental Payments were distributed pursuant to Paragraph 6.4.1 below, the remainder of the Reserve Fund (including any uncashed funds pursuant to Paragraph 8.1.5) shall be distributed as follows: (i) if the total remaining value of the Reserve Fund is under \$25,000, then 50% of the uncashed funds shall be paid to the Jewish Social Services Agency as a *cy pres* beneficiary and 50% of the uncashed funds shall be paid to Network for Victim Recovery of D.C. (NVRDC) as a *cy pres* beneficiary;

or (b) if the total remaining value of the Reserve Fund equals or exceeds \$25,000, the uncashed funds shall be distributed on a *pro rata* basis to the Class Members who received Supplemental Payments; this second distribution shall be made no later than one year and three months after the date when the last of the Supplemental Payments were distributed. Once all funds in the Reserve Fund are distributed, any Class Members who failed to timely submit a Registration Form and/or Claim Form shall be ineligible for receipt of any payments notwithstanding any extraordinary circumstances.

5. RELEASES

5.1 Upon the occurrence of the Effective Date, each Plaintiff and each and every Class Member, and all their respective successors-in-interest or assigns (the "Releasing Parties") shall forever release, waive, and discharge each of the Settling Defendants and Travelers, 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, demands, rights, liabilities, causes of action of every nature or description whatsoever, fixed or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, at law or equity, matured or unmatured, whether class or individual in nature, that has been or could have been asserted in any forum, including the Superior Court, Federal Court, or any rabbinical court, arising from, or related to, or based upon the conduct of Freundel during the Settlement Period, including, but not limited to, his conduct in the Mikvah and/or in videotaping elsewhere during the Settlement Period (the "Claims").

5.2 Upon the occurrence of the Effective Date, each Settling Defendant shall release each of the other Settling Defendants, and each of their respective past, present and future directors, officers, insurers or reinsurers (as applicable), subsidiaries, affiliates and corporate parent (as applicable), employees (excluding Freundel), attorneys, accountants, agents (excluding Freundel), and trustees of all claims, demands, rights, liabilities, causes of action of every nature or description whatsoever, fixed or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, at law or equity, matured or unmatured, whether class or individual in nature, that has been or could have been asserted in any forum, including the Superior Court, Federal Court, or any rabbinical court, arising from, or related to, or based upon the conduct of Freundel during the Settlement Period, including, but not limited to, his conduct in the Mikvah and/or in videotaping elsewhere during the Settlement Period.

5.3 Each Plaintiff and each Class Member, as well as their respective successors-in-interest or assigns, agree not to file or maintain any action, or lawsuit against any Released Party in any forum with respect to any claims released, discharged and/or waived by Paragraph 5.1. Promptly following the Effective Date, the Plaintiffs in the Superior Court Action shall file a motion in the Superior Court Action seeking the dismissal with prejudice of their claims against Freundel.

5.4 Each Plaintiff has, and each Class Member shall be deemed to have, knowingly and voluntarily waived, released, discharged and dismissed all Claims with full knowledge of any and all rights she may have, and each hereby assumes the risk of any mistake of fact

in connection with the true facts involved, or with regard to any facts which are now unknown to her, as well as any mistake of law.

5.5 The above Paragraphs shall not operate to release, discharge, waive, or dismiss any claims by the named Plaintiffs or any Class Member against Towson University and/or Georgetown University. For the avoidance of doubt, Plaintiffs and any Class Members may continue any pending action against Towson University and/or Georgetown University.

6. DUTIES OF THE SETTLEMENT ADMINISTRATOR

6.1 As further detailed herein, the Settlement Administrator shall (1) send the Notice (including the Registration Form) and Claim Forms to Class Members; (2) receive Registration Forms and Claim Forms from Class Members and remit Claim Forms to the Independent Claims Expert; (3) seek additional information from Class Members or Class Counsel, or, when appropriate, from the Settling Defendants or their respective counsel; (4) respond to questions from Class Members; (5) maintain a toll-free number and email address for communicating with Class Members; (6) mail Base Payment and Supplemental Payment checks to Class Members; (7) maintain a website to provide information and documents pertaining to the Settlement and receive Claim Forms; (8) issue any appropriate tax documentation to Class Members and Plaintiffs' Counsel; (9) communicate with Class Members as necessary to promote the completion of Registration Forms and Claims Forms; and (10) perform any other duties necessary to fulfill its responsibilities described in this Agreement.

6.2 Receipt of Settlement Funds and Administration of Settlement Account.

6.2.1 Upon receipt from Travelers, the Total Settlement Amount shall be deposited by the Settlement Administrator in an interest-bearing account with a unique Taxpayer Identification Number (the "Qualified Settlement Fund Account" or "Account"). The Settlement Administrator shall confirm in writing to counsel for all Parties receipt of the Total Settlement Amount. Any interest accrued prior to the distribution of any monetary awards will be added to the Supplemental Payment Fund for distribution. If, for whatever reason the Settlement is not consummated, the Total Settlement Amount plus any accumulated interest shall be returned to Travelers.

6.2.2 The Settlement Administrator shall take such steps necessary to ensure that the Qualified Settlement Fund Account constitutes a qualified settlement fund pursuant to Internal Revenue Code Section 1.468B-1. Upon the opening of the account, Travelers shall, within five days of receipt of a written request (email sufficing) from the Settlement Administrator that it do so, execute an election statement provided by the Settlement Administrator, which election shall be affixed to the initial tax return of the Qualified Settlement Fund Account in order to establish the start date of the account. The Qualified Settlement Fund Account will be created, managed, and disbursed by the Settlement Administrator under the supervision of Class Counsel. The Settlement Administrator will cause the timely filing of all income tax returns required to be filed by the Qualified Settlement Fund Account.

6.2.3 The Settlement Administrator shall be the only entity authorized to make withdrawals or payments from the Qualified Settlement Fund Account. The Settlement Administrator shall distribute the entire Qualified Settlement Fund Account (including all interest generated by the account, as reduced by payment of applicable taxes on the accrued interest) pursuant to this Agreement, and on the time schedule described in this Agreement, and pursuant to order(s) of the Court.

6.2.4 The Settling Defendants and their Counsel, as well as Class Counsel, shall have no responsibility or liability for any actions of the Settlement Administrator with regard to any of the conduct detailed in this Agreement. Upon payment of the Total Settlement Amount, other than executing the election statement described in Paragraph 6.2.2, Travelers will similarly have no responsibility for, or liability based upon the conduct of the Settlement Administrator or for any actions or failures to act of the Settlement Administrator with regard to any of the conduct detailed in this Agreement.

6.3 Handling of Notice and Claim Forms.

6.3.1 The NCM represents and warrants that it does not maintain a list identifying Mikvah users. Within five business days after execution of this Agreement, Class Counsel shall request that the USAO-DC provide to the Settlement Administrator on a confidential basis a list of all Class Members (including available contact information) identified to have been videotaped by Freundel; if the USAO-DC will not voluntarily provide this information, Class Counsel shall immediately seek an appropriate court order directing that the USAO-DC provide this list to the Settlement Administrator (including available contact information) on a confidential basis. Within fifteen (15) days after execution of this Agreement, the Settling Defendants shall provide to the Settlement Administrator the following information to the extent such information is reasonably available to each of the Settling Defendants, respectively: (1) Keshet shall provide a list of all of its female members during the Settlement Period; and (2) NCM shall provide a list of all donors to the Mikvah during the Settlement Period that NCM is able to identify; and (3) RCA and BDA shall provide a list of all females known to have converted with Freundel during the Settlement Period. Additionally, Class Counsel may provide a list to the Settlement Administrator of any potential Class Members known to Class Counsel. The Class Member information shall (to the extent available) be in a format reasonably requested by the Settlement Administrator and shall contain each person's name and her last known address, email address, and phone number (to the extent known or reasonably ascertainable). The Settlement Administrator will maintain each list in the strictest confidence and shall not disclose it to anyone except as necessary to perform its duties as the Settlement Administrator.

6.3.2 Within five (5) business days after entry of the Preliminary Approval Order, or as soon as possible thereafter, the Settlement Administrator shall mail (to the extent mailing addresses are available) and email (to the extent email addresses are available) the Court-approved Notice (including the Registration Form) to all potential Class Members identified pursuant to Paragraph 6.3.1. Additionally, through the conclusion of the Settlement administration process, the Court-approved Notice (including the Registration Form) shall be posted on websites maintained by the Settlement Administrator and Class Counsel. Additionally, Class Counsel will request that the Court-approved Notice be posted and/or distributed by the Jewish Social Services Agency, the Jewish Coalition Against Domestic Abuse, Network for Victim Recovery of D.C., and CHANA Baltimore. Within thirty (30) days

after the Effective Date, the Settlement Administrator shall mail (to the extent mailing addresses are available) and email (to the extent email addresses are available) a Claim Form to each Registered Class Member.

6.3.3 The Parties intend to provide actual notice to each Class Member, to the extent practicable. In addition to sending the Notice to Class Members, the Settlement Administrator shall arrange to have a short-form of the Notice (as approved by the Court) published in the following newspapers, periodicals, and/or journals: the Washington Post, the Washington Jewish Week, the Baltimore Jewish Times, The Jewish Week, The Forward, Kol Habriah, Haaretz, and The Jerusalem Post. The Class Representatives and Settling Defendants believe that this will provide adequate notice to those Class Members for whom the Plaintiffs and the Settling Defendants do not have contact information and/or reliable contact information.

6.3.4 Before mailing the Notice and Claim Form, the Settlement Administrator will run the list of intended recipients through the United States Postal Service's National Change of Address database. If the database shows that a Class Member has changed her address, the Settlement Administrator shall mail the Notice to the Class Member's most recent address. If a Class Member or Class Counsel notifies the Settlement Administrator of a change of address, the Settlement Administrator shall send the Notice and Claim Form to that address.

6.3.5 If an envelope containing a Notice or Claim Form is returned with a forwarding address, the Settlement Administrator will re-mail the Notice or Claim Form to the new address within five (5) business days. If envelopes from the mailing of the Notice or Claim Form are returned because the address of the recipient is no longer valid (e.g., the envelope is marked "Return to Sender"), the Settlement Administrator shall perform a standard skip trace, performing address searches using public and proprietary electronic resources which collect their data from various available sources, in an effort to attempt to ascertain the current address of the particular Class Member in question, and, if such an address is ascertained, the Settlement Administrator will re-send the Notice or Claim Form within five (5) business days of receiving the newly ascertained address. In order to obtain the current mailing or email address of any Class Member for whom an envelope or email was undeliverable, the Settlement Administrator may contact the Class Member via telephone (using the last-known telephone number or telephone number(s) updated through public and proprietary databases) or via email (using the last-known email address or any email address that is publicly available).

6.3.6 The Settlement Administrator shall maintain for its files a copy of the contents of each Registration Form and Claim Form received, any accompanying envelope, and any supplemental documentation or information provided in connection therewith. Each week, the Settlement Administrator shall notify Class Counsel of the number of completed Registration Forms and Claim Forms that have been received, and shall also notify Class Counsel of any incompleteness in any Registration Forms and Claim Forms received. Class Counsel shall apprise STSW as to the number of completed Registration Forms and Claim Forms that the Settlement Administrator has received and shall provide updates to STSW as to any reports prepared by the Settlement Administrator regarding the status of the distribution of Base Payments and Supplemental Payments.

6.3.7 If a Class Member submits a Registration Form or Claim Form that is not complete, then within five (5) business days of receipt, the Settlement Administrator shall request additional information from the Class Member. Such requests for information shall be in writing (including via email if the Class Member's email address is known) or by telephone, but the Settlement Administrator shall document all requests for additional information in writing for the file, including by specifying the information that was requested and the date of the request. Class Members shall have fifteen (15) business days after the mailing is sent or the call is received to respond to any requests for any additional information. Any additional information provided shall be considered part of the original Registration Form or Claim Form and will relate back to the original filing date.

6.3.8 The Settlement Administrator shall provide to Class Counsel, at least ten (10) business days prior to the deadline for submitting final approval papers, (a) a declaration of due diligence and proof of mailing with regard to the provision of the Notice and (b) a list of individuals to whom Notices were returned as undeliverable and for whom efforts to obtain an alternative address failed.

6.3.9 The Settling Defendants, Travelers, and Class Counsel shall have no responsibility or liability for the actions of the Settlement Administrator pursuant to provisions of Notice and/or Claim Forms to Class Members, and/or the processing of Claim Forms.

6.4 Issuance of Payments.

6.4.1 The Settlement Administrator shall mail to Registered Class Members all Base Payments within thirty (30) days after the Effective Date. The Settlement Administrator shall mail all Supplemental Payments within ninety (90) days after the Claim Form deadline set forth in Paragraph 4.3.1. The Settlement Administrator shall mail to Registered Class Members any required tax documentation associated with the Base Payments and Supplemental Payments by no later than the deadline set by law.

6.4.2 The face of each check sent to each Class Member shall clearly state that the check must be cashed within six (6) months. All payments distributed by the Settlement Administrator must be accompanied by a cover letter stating words in bold to the effect that "the check must be cashed within six months or it will become void."

6.4.3 The Settling Defendants, the Settling Defendants' Counsel, Travelers, and Class Counsel shall have no responsibility or liability for the actions of the Settlement Administrator providing the Base Payments, and/or calculating Supplemental Payments to Class Members.

6.5 **No Tax Advice.** Class Counsel and Settling Defendants' Counsel have not given Class Members any advice as to the tax treatment of the payments made to them pursuant to this Agreement, and Class Members have the sole and complete responsibility to seek tax and accounting counsel with regard to the tax consequences or ramifications of the payments made to them pursuant to this Agreement. Should any federal, state, or local taxes, fines, or penalties be determined to be owing on the payments received by a Class Member under this Agreement, the Class Member shall be solely and completely responsible

for such taxes, fines, or penalties and any other payments demanded by the appropriate tax authorities.

7. REGISTRATION AND OBJECTIONS

7.1 Registration of Class Members.

7.1.1 *Videotaped Class Members.* Any female who the USAO-DC identified as having been videotaped by Freundel shall be deemed to be a Registered Class Member if she submits a timely, complete, and responsive Registration Form (including a completed substitute Form W-9) by no later than sixty (60) days after Notice is sent by the Settlement Administrator. As part of the Registration Form, females who the USAO-DC identified as having been videotaped by Freundel will not be required to provide any statement regarding their Use of the Mikvah or their emotional distress.

7.1.2 *Non-Videotaped Class Members.* Any female who Used the Mikvah during the Settlement Period but who the USAO-DC did not identify as having been videotaped by Freundel shall be deemed to be a Registered Class Member if she submits a timely, complete, and responsive Registration Form (including a completed substitute Form W-9) by no later than sixty (60) days after Notice is sent by the Settlement Administrator. As part of the Registration Form, the Class Member registering must state, under penalty of perjury (without a notarization requirement), that she Used the Mikvah one or more times during the Settlement Period and suffered actual emotional distress after learning of Freundel's videotaping at the Mikvah.

7.1.3 In the event that the Settlement Administrator has concerns that any Registration Forms received may be fraudulent, the Settlement Administrator shall raise those concerns promptly to Class Counsel, and Class Counsel shall confer promptly with the Settlement Administrator and the Settling Defendants' Counsel regarding an appropriate resolution.

7.2 **Objections to Settlement.** Any person seeking to object to this Settlement must be in compliance with the procedure as set forth in the Notice. The objection (1) must be in writing and 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-Kesher Israel et al.*"; (3) must contain the name, address, telephone number, and email address of the Class Member or other person objecting (if the objection is submitted by counsel, the name and contact information of the client must be provided); (4) must be mailed to the Settlement Administrator and Class Counsel with a postmark of no later than thirty (30) days after Notice was sent by the Settlement Administrator ("Objection Deadline"); (5) must include a detailed description of the basis of the objection; and (6) must state whether the person objecting intends to appear in person or through counsel at the Final Approval Hearing. Any person who fails to timely serve an objection in the manner specified above shall be deemed to have waived any objection and shall be foreclosed from pursuing any objection (whether by appeal or otherwise) to the Settlement. No one may appear at the Final Approval Hearing for the purpose of objecting to the Settlement without having timely served objection(s) in writing in the manner specified above. Any attorney (or legal representative) acting on behalf of an objector for purposes of making objections to the Settlement must file a letter, postmarked by the Objection Deadline,

with the Settlement Administrator providing notice of his or her representation of the objector. An objector may withdraw his or her objection at any time. The Plaintiffs as defined in this Agreement, including the Class Representatives in the Superior Court Action, have consented to, and shall not be entitled to object to, this Settlement. For the avoidance of doubt, nothing in this Agreement nor in the Notice may be construed to confer standing to any non-Class Member to object to this Agreement.

8. DISTRIBUTION OF FEES, COSTS, AND OTHER PAYMENTS

8.1.1 Settlement Administration Expenses. Class Counsel shall request that the Settlement Administrator place a cap on the cost of its services in this action. Within ten (10) days after the Independent Claims Expert's completion of the points allocation process, the Settlement Administrator shall provide Class Counsel with a statement detailing its fees and costs of administration. Subject to Court approval, the Settlement Administrator shall be paid directly from the Qualified Settlement Fund Account following the issuance of all payments specified in this Agreement and any associated tax documentation pursuant to this Agreement. The Parties and the Settlement Administrator agree to cooperate in the settlement administration process and to make all reasonable efforts to minimize the costs and expenses incurred in the administration of the Settlement.

8.1.2 Independent Claims Expert. Class Counsel shall request that the Independent Claims Expert place a cap on the cost of its services in this action. Within ten (10) days after the Independent Claims Expert's completion of the points allocation process as set forth in Paragraph 4.3.2, the Independent Claims Expert shall provide Class Counsel and the Settlement Administrator with a statement detailing its fees and costs in performing services pursuant to this Agreement. Subject to Court approval, the Independent Claims Expert shall be paid directly from the Qualified Settlement Fund Account after the Independent Claims Expert provides a final list to the Settlement Administrator setting forth the final amounts of all Supplemental Payments due to Class Members. The Parties and the Independent Claims Expert agree to cooperate in the claims process and to make all reasonable efforts to minimize the costs and expenses incurred in the claims process.

8.1.3 Attorneys' Fees and Expenses. Plaintiffs' Counsel shall apply to the Court in the Superior Court Action for an award of (a) all costs reasonably incurred in connection with this matter, plus (b) reasonable attorneys' fees totaling not more than one-third (1/3) of the Total Settlement Amount, of which 68.5% of the attorneys' fees shall be sought for Sanford Heisler Sharp, LLP, CSCS, and the Cochran Firm, and 31.5% of the attorneys' fees shall be sought for STSW. These amounts shall include compensation for Class Counsel's fees and expenses to be incurred in connection with overseeing the Settlement administration process and monitoring the Settlement. The Settlement Administrator shall pay from the Qualified Settlement Fund Account any Court-ordered attorneys' fees and expenses within fourteen (14) days after the Total Settlement Amount is received by the Settlement Administrator pursuant to Paragraph 4.1. Prior to the payment of attorneys' fees and expenses, the respective law firms shall provide the Settlement Administrator with Tax Payer Identification Numbers and executed Forms W-9. The Settlement Administrator shall provide Form 1099s for any payments of attorneys' fees and expenses.

8.1.4 Service Payments. Subject to Court approval, Plaintiffs' Counsel may apply for (a) service payments of \$25,000 for Jane Doe 2 and Jane Doe 3, the two Class

Representatives in the Superior Court Action, and for Jane Doe 1, the class representative in the other class action filed in D.C. Superior Court, to compensate them for their efforts in pursuing Class Claims on behalf of the Class and in bringing about this Settlement; (b) service payments of \$15,000 each for Stephanie Smith and Emma Shulevitz; and (c) service payments of \$2,500 for each of the other Plaintiffs in the Superior Court Action and the Federal Court Action, as well as the woman who would have been added as an additional Plaintiff in the Superior Court Action but whose claims are subject to a tolling agreement. The Settlement Administrator will pay from the Qualified Settlement Fund Account any Court-Ordered Service Payments within fourteen (14) days after the Total Settlement Amount is received by the Settlement Administrator pursuant to Paragraph 4.1. For tax purposes, the Settlement Administrator shall issue each service payment recipient a Form 1099 reflecting the amount of the Court-ordered service payment.

8.1.5 Uncashed or Unawarded Funds. If (a) the Court awards attorneys' fees or costs in amounts less than the amounts sought pursuant to Paragraph 8.1.3, and/or (b) the Court awards Service Awards in amounts less than the amounts sought pursuant to Paragraph 8.1.4, all unawarded funds shall be added to the Supplemental Payment Fund for distribution to Class Members. If any Class Member fails to cash her Base Payment or Supplemental Payment check within six (6) months after issuance, the uncashed funds shall be added to the Reserve Fund. For the avoidance of doubt, under no circumstances shall any funds from the Qualified Settlement Fund Account revert to the Settling Defendants or Travelers.

9. SEVERABILITY/WAIVER

9.1 If any term of this Agreement is not accepted by the Court for any reason, the Parties shall immediately attempt to negotiate and agree upon a resolution that addresses the Court's concerns, and, if agreement is reached, shall submit the proposed resolution to the Court within ten (10) business days. If for any reason agreement on a resolution is not reached, or if, for any reason, the agreed upon resolution is not acceptable to the Court, this Agreement shall be null and void.

9.2 Neither any waiver by any Party of a breach of, or default under, any of the provisions of this Agreement, nor any failure of any Party to enforce any of the provisions of this Agreement shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights, or privileges under the Agreement.

10. DUTIES OF THE PARTIES IN CONNECTION WITH PRELIMINARY APPROVAL

10.1 No later than seven (7) days before the deadline set by the Court for submission of preliminary approval papers, Class Counsel shall provide to the Settling Defendants the form of the Notice and Registration Form, to which the Settling Defendants may not object unless they have first sought to resolve with Class Counsel any disagreement as to such forms. By the deadline set by the Court for submission of preliminary approval papers, Class Counsel shall select a Settlement Administrator and an Independent Claims Expert, subject to approval by the Court.

10.2 By the deadline set by the Court, Class Counsel shall apply to the Court for the entry of the Preliminary Approval Order. In moving for entry of the Preliminary Approval Order, Class Counsel shall submit to the Court for its approval this Agreement and proposed forms for the Notice, Registration Form, and Claim Form, and other supporting papers. No Party to this Agreement may oppose Class Counsel's motion for preliminary approval of the Settlement.

11. DUTIES OF THE PARTIES IN CONNECTION WITH FINAL APPROVAL

11.1 By such date as directed by the Court, Class Counsel shall submit to the Court a proposed final order and judgment: (a) granting final approval to the Agreement; (b) granting final certification of the Class; and (c) dismissing the Superior Court Action with prejudice.

12. PARTIES' AUTHORITY

12.1 Each signatory for each Party hereby represents that he or she is fully authorized to enter into this Agreement and to bind his or her client(s) to the terms and conditions of this Agreement.

12.2 All of the Parties acknowledge that through the negotiation and execution of this Agreement, they have been advised to consult an attorney regarding their participation in this Agreement, and the Parties acknowledge that they and the Class Members in fact have been represented by competent, experienced Counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement is made with the consent and advice of Counsel who have jointly prepared this Agreement.

12.3 Each Party acknowledges that she or it is participating voluntarily and knowingly in exchange for the consideration described herein. Each Party further acknowledges that she or it was provided with a reasonable period of time within which to consider this Agreement.

13. MODIFICATION

13.1 After submission of preliminary approval papers to the Court, this Agreement and its attachments may not be changed, altered or modified, except by agreement in writing and as necessary to obtain Court approval.

14. PUBLIC STATEMENTS

14.1 Any public statement made or released by any of the Parties' respective counsel concerning the Settlement shall describe the Settlement as a compromise of disputed claims. In the event that any of the Settling Defendants are directly named in any public statement(s) by Class Counsel, CSCS, STSW, and/or the Cochran Firm, such statement(s) shall also note that the Settling Defendants did not admit any liability as part of the Settlement and specifically denied any wrongdoing. In the event that Travelers is directly named in any public statement(s) by Class Counsel, CSCS, STSW, the Cochran Firm, counsel for any of the Settling Defendants, or a Settling Defendant, such statement(s) shall also state

that the Settlement and any payment made by Travelers is a compromise of an insurance coverage dispute and not an admission as to the availability of any insurance coverage.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire agreement and understanding between the Parties concerning the Claims and supersedes any and all prior agreements and understandings, oral or written, relating to the Claims. No extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

16. INTERPRETATION AND DISPUTE RESOLUTION

16.1 No provision of this Agreement shall be construed against any Party because that provision or any other provision was drafted by or at the direction of such Party. All Parties acknowledge that this Agreement has been drafted, prepared, negotiated and agreed to jointly, with advice of each Party's respective counsel, and to the extent that any ambiguity should appear, now or at any time in the future, latent or apparent, such ambiguity shall not be resolved or construed against any Party. Questions of interpretation of this Agreement may be resolved by mutual agreement of Class Counsel and the Settling Defendants' Counsel.

16.2 Headings are provided in this Agreement for convenience only and in no way limit or qualify the content of any term of this Agreement.

16.3 In computing any period of time prescribed or allowed by this Agreement, unless otherwise stated, such computation shall be made consistent with D.C. S.C.R.-Civil Rule 6(a). However, if a deadline applicable to any Class Member falls on a Jewish holiday when work is prohibited, the deadline shall be extended to the next business day that is not a Jewish holiday when work is prohibited.

16.4 If any term of this Agreement requires mutual agreement or joint action by all of the Parties or any subset of the Parties, if the Parties in question cannot reach agreement within five (5) business days, they shall submit the dispute to the Court for the Court to decide the issue. This provision does not apply if the Court fails to certify a class under D.C. S.C.R.-Civil Rule 23(b)(1).

17. CHOICE OF LAW AND JURISDICTION

17.1 This Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the District of Columbia, and the rights and obligations of the Parties to this Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the District of Columbia, without giving effect to the District of Columbia's choice-of-law principles.

17.2 The Court, and any appellate court from which appeals of the Court's decisions may properly be brought, shall retain jurisdiction of the implementation and enforcement of the terms of this Agreement, and all Parties hereto and their respective counsel shall submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

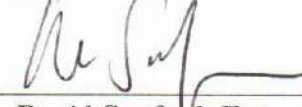
18. COUNTERPARTS AND SIGNATURES

18.1 This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each such counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

18.2 Signatures that are electronic, scanned, faxed, photographed, photocopied, and/or emailed shall be considered as valid as an original written signature.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

SUPERIOR COURT PLAINTIFFS AND PROPOSED CLASS

By: 
David Sanford, Esq.
Sanford Heisler, LLP

Date: 8/23/18

SUPERIOR COURT PLAINTIFFS

By: _____
Ira Sherman, Esq.
Chaikin, Sherman, Cammarata & Siegel, P.C.

Date: _____

FEDERAL COURT PLAINTIFFS

By: _____
Andrew Slutkin, Esq.
Silverman, Thompson, Slutkin & White, LLC

Date: _____

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Sanford Heisler, LLP

SUPERIOR COURT PLAINTIFFS

By: Ira Sherman Date: 8/22/18
Ira Sherman, Esq.
Chaikin, Sherman, Cammarata & Siegel, P.C.

FEDERAL COURT PLAINTIFFS

By: _____ Date: _____
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FEDERAL COURT PLAINTIFFS

By:  _____ Date: 8/22/18
Andrew Slutkin, Esq.
Silverman, Thompson, Slutkin & White, LLC

THE GEORGETOWN SYNAGOGUE – KESHER ISRAEL CONGREGATION

By: Paul Blankenstein Date: 8/22/18
Paul Blankenstein, Esq.
Gibson Dunn & Crutcher LLP

THE NATIONAL CAPITAL MIKVAH, INC.

By: _____ Date: _____
Edward C. Bacon, Esq.
Bacon, Thornton & Palmer L.L.P.

THE RABBINICAL COUNCIL OF AMERICA, INC.

By: _____ Date: _____
Samuel P. Groner, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP

THE BETH DIN OF THE UNITED STATES OF AMERICA, INC.

By: _____ Date: _____
Barry G. Felder, Esq.
Foley & Lardner LLP

THE TRAVELERS COMPANIES, INC. AND ITS SUBSIDIARIES AND AFFILIATES

By: _____ Date: _____

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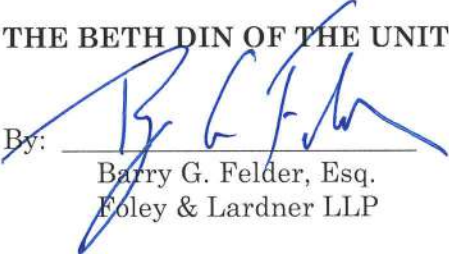
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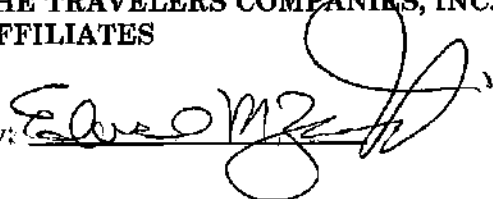
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