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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE: USC STUDENT HEALTH
CENTER LITIGATION

No. 2:18-cv-04258-SVW

[Consolidated with:
No. 2:18-cv-04940- SVW-GJS,
No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and No.
2:18-cv-06115-SVW-GJS]

PLAINTIFFS' RENEWED NOTICE OF
MOTION AND MOTION FOR
APPOINTMENT OF SPECIAL
MASTER

Date: June 17, 2019
Time: 1:30 p.m.
Hon. Stephen V. Wilson

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**MEMORANDUM IN SUPPORT OF MOTION FOR
APPOINTMENT OF SPECIAL MASTER**

I. INTRODUCTION

Plaintiffs submit this memorandum in support of their motion for appointment of a special master. The Parties have entered into a proposed class action settlement agreement (the “Settlement”), and seek the Court’s preliminary approval by motion filed contemporaneously with this one. The Settlement provides for the Court to appoint an independent special master to oversee the claim administration process, including reviewing and evaluating claim submissions as part of a three-person adjudication panel, as well as determining appeals. Amended Settlement Agreement (“Agmt.”) ¶¶ 6.6, 7.1.

Plaintiffs hereby respectfully request that the Court appoint a special master pursuant to Federal Rule of Civil Procedure 53 for the purposes set forth in the Settlement.

II. LEGAL STANDARD

Fed. R. Civ. P. 53(a)(1)(A) permits a court to appoint a special master to “perform duties consented to by the parties.” Additionally, a court can appoint a special master to “address pretrial and posttrial matters that cannot be effectively and timely addressed” by the court. Fed. R. Civ. P. 53(a)(1)(C). “It is within a district court’s discretion to appoint a special master, and to decide the extent of the duties of a special master.” *In re Hanford Nuclear Reservation Litig.*, 292 F.3d 1124, 1138 (9th Cir. 2002).

Courts have a “long tradition, with its roots in equity, of using special masters in post-judgment proceedings.” *Cordoza v. Pac. States Steel Corp.*, 320 F.3d 989, 995 (9th Cir. 2003) (collecting cases). Courts frequently use special masters to oversee, administer, and allocate class action settlement claims. *E.g.*, *Friedman v. Guthy-Renker, LLC*, No 2:14-cv-06009-ODW, 2017 WL 6527295

1 (C.D. Cal. Aug. 21, 2017) (using special master to “analyze and value” class
2 member claims in two-tiered settlement); *In re Am. Honda Motor Co., Inc.*, MDL
3 No. 06-1737-CAS, 2009 WL 1204495 (C.D. Cal. Apr. 17, 2009) (using special
4 master to oversee settlement fund and review and evaluate claim forms).

5 Given the sensitive nature of allocating compensation equitably amongst
6 class members in settlements involving sexual abuse, courts have found the use of
7 special masters particularly appropriate in this context. *See, e.g., Anderson v.*
8 *Chesley*, No. 2:10-116-DCR, 2010 WL 4736833, at *2 (E.D. Ky. Nov. 16, 2010)
9 (describing use of special masters to administer settlement claims in sex abuse class
10 action in state court); *Jane Doe No. 1 v. Johns Hopkins Hosp.*, Case No. 24-C-13-
11 001041, 2014 WL 5040602 (Md. Cir. Ct. Sept. 19, 2014) (using Hon. Irma Raker
12 as court-appointed adjudicator to in class settlement of claims of surreptitious
13 photographing and inappropriate touching brought by former patients against
14 gynecologist Dr. Nikita Levy and Johns Hopkins University); *Jane Doe 30’s*
15 *Mother v. Bradley*, 64 A.3d 379, 388–89 (Del. Super. Ct. 2012) (using court-
16 appointed adjudicator to administer claims in sex abuse class settlement); *Jane Doe*
17 *2 v. The Georgetown Synagogue-Kesher Israel Congregation*, No. 2014 CA
18 007644 B (D.C. Super. 2018)¹ (same); *Doe v. Potter*, 225 S.W.3d 395 (Ky. Ct.
19 App. 2006) (same).

20 **III. DISCUSSION**

21 As detailed in the contemporaneously filed papers in support of the Motion
22 for Preliminary Approval, the proposed Settlement compensates Class members
23 based on a three-tiered system. Every Class member will receive a guaranteed
24 minimum payment just by virtue of being a Class member (Tier 1)—but every
25 Class member is also eligible to make a claim and receive an award of up to
26 \$250,000 (Tiers 2 and 3). Claims for higher-tier awards will be evaluated based on

27
28 ¹ Opinion attached as Ex. 1.

1 information submitted by Class members. Claimants who apply for the highest-
2 level (Tier 3) award will also participate in interviews about their experiences with
3 Dr. Tyndall.

4 The Settlement provides for the Court to appoint an independent Special
5 Master to oversee this process and to serve on a three-person panel responsible for
6 allocating the claim awards. Appointing a special master is essential here to ensure
7 equitably allocation of the claim awards among those claimants who submit Tier 2
8 or Tier 3 claims, while also being sensitive to the needs of trauma victims. As
9 described below, the parties have identified and interviewed two candidates for the
10 Court's consideration.

11 **A. The Special Master's Role.**

12 The Settlement defines "Special Master" as "an independent, mutually
13 agreeable individual with knowledge of and experience with claims of sexual
14 abuse." Agmt. ¶ 7.1.

15 Among other designated responsibilities, the Special Master will sit on a
16 three-person panel (the "Panel") along with a forensic psychologist and an
17 OB/GYN selected by the Parties in consultation with the Special Master. The Panel
18 will assess and adjudicate the Claims Awards for various Tier 2 and Tier 3 Claims.
19 *Id.* In doing so, the Special Master will draw on the assistance and guidance of a
20 team of experts in gynecology, psychology, psychiatry, PTSD, and the unique
21 needs of sexual trauma survivors, and trained specialists who will assist in
22 reviewing claim forms and conducting interviews under the Special Master's
23 supervision. *Id.* ¶ 2.40. In consultation with the parties and her team of experts, the
24 Special Master shall develop the protocols for interviews, claim forms, and other
25 oral or written direct contact with Class members relating to Tier 2 and Tier 3
26 claims. *Id.*

27 The Panel, including the Special Master, will determine whether claimants'
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1 claim form or interview is credible; whether the conduct or statement(s) described
2 fall outside the scope of accepted medical standards of care applicable during the
3 relevant time, or the conduct or statements were otherwise actionable; and, based
4 on an assessment of the emotional distress and/or bodily injury to the claimant, the
5 Panel will recommend a claim award amount. *Id.* ¶ 6.4.

6 The Special Master will also personally hear and evaluate the appeals of any
7 claimants who wish to challenge their claim award as set out in the Amended
8 Settlement Agreement. The Special Master’s decision on appeals will be final. *Id.*
9 ¶ 6.6.

10 While she will be assisted by her team of experts and specialists, part of the
11 Special Master’s role will entail direct contact with victims in the form of
12 interviews with claimants. She may also be asked to speak to victims about the
13 Settlement Claims Process, in order to provide a trustworthy “face of the
14 settlement” to reassure victims that they will be treated with compassion and
15 understanding of how difficult it can be for them to talk about their traumatic
16 experiences.

17 The combination of an experienced special master and her team of experts
18 ensures the review and allocation of higher tier claims will be sensitive to the needs
19 of victims of sexual assault and cognizant of the ways in which past trauma affects
20 the ways victims communicate about their traumatic experiences and the impact of
21 those experiences on them, and take those factors into account when performing the
22 analysis necessary to determine damages and allocate consistently and fairly
23 amongst claimants. In other words, these are not your typical claimants, this is not
24 your typical claims program—and the typical claims administration model does not
25 fit.

26 The proposed approach here—the use of an experienced special master
27 assisted by a team of experts—was successfully employed in the *Johns Hopkins*
28

1 class settlement, using the Hon. Irma Raker as special master.² A similar approach
 2 has been used successfully in other sex abuse class settlement claims programs as
 3 well. *See, e.g., Bradley*, 64 A.3d at 388–89 (claims reviewed by adjudicator in
 4 consultation with pediatrician and child and adolescent psychiatrist); *Georgetown*
 5 *Synagogue*, Mot. for Preliminary Approval Ex. 2 (use of physician as “Independent
 6 Claims Expert” to administer settlement claims); *Doe v. Potter*, 225 S.W.3d 395
 7 (use of “Settlement Master” to evaluate and adjudicate claims). In addition, the
 8 Parties have adopted the Court’s suggestion that “a committee of three individuals”
 9 be “responsible for making all claims determinations” to “promote a more objective
 10 and outwardly fair method of adjudicating” Tier 2 and Tier 3 claims. Dkt. 124 at 8
 11 (“[I]f the proposed settlement described a three-person committee to make claims
 12 determinations in lieu of the Special Master’s sole discretion, the Court would find
 13 that the settlement treats class members equitably toward each other under Rule
 14 23(e)(2)(D) and that the settlement contains an adequate method of processing
 15 class-member claims under Rule 23(e)(2)(C)(ii).”).

16 **B. The Candidates**

17 Plaintiffs present the following candidates to the Court:

18 **1. Hon. Irma S. Raker**

19 Most recently and most relevantly, Judge Raker served as the Special Master
 20 and Claims Adjudicator overseeing and administering the claims process in the
 21 \$190 million class settlement of claims of surreptitious photographing and
 22 inappropriate touching brought by former patients against gynecologist Dr. Nikita
 23 Levy and Johns Hopkins University.³ Of the 14,000 former patients who received
 24 notice of the settlement, 9,000 made claims in the settlement.

25 Judge Raker served as an Associate Judge of the District Court of Maryland,

26 ² *Johns Hopkins*, 2014 WL 5040602.

27 ³ *Jane Doe No. 1, et al. v. Johns Hopkins Hospital, et al.*, Case No. 24-C-13-001041
 28 (Md. Cir. Ct. 2014).

1 Montgomery County from 1980 to 1982, as Associate Judge of the Montgomery
2 County Circuit Court from 1982 to 1993, and on the Maryland Court of Appeals
3 (the state’s highest court) from 1994 until her retirement in 2008. Judge Raker now
4 periodically sits on the Court of Special Appeals and the Court of Appeals as a
5 senior judge, and serves as a private arbitrator and mediator.⁴

6 Judge Raker served on the Montgomery County, Maryland, Sexual Offenses
7 Committee, where she was instrumental in developing the “rape kit” and other
8 innovations that the Police Department implemented to better address sexual
9 offenses. In 1977, she served on a statewide task force to rewrite sexual offense
10 laws in Maryland, and contributed heavily to the revised laws, which modernized
11 the laws related to sexual offenses.

12 As a private mediator, Judge Raker successfully mediated to settlement a
13 claim alleging unlawful, surreptitious videotaping of women in a private gym by
14 the security guard. As a prosecutor in the 1970’s, Judge Raker screened and
15 evaluated all the sexual child abuse cases in the County and prosecuted many rape
16 cases and gang rape cases.

17 In her role as Special Master, Judge Raker oversaw a team of trained
18 specialists who interviewed each of the 9,000 claimants telephonically for 30 to 60
19 minutes each. Judge Raker worked with class counsel and a team of psychology
20 experts to design the interview protocols and claim assessment factors. After all
21 claims were assessed, Judge Raker alone made the allocation decision for each and
22 recommendation to the Court of settlement payments for each claimant, which the
23 Court approved.

24 Judge Raker also created and implemented the appeal process. She
25 personally heard appeals by conducting in-person meetings with claimants who
26 wished reconsideration of their award. This was manageable because fewer than
27

28 ⁴ See CV of Judge Irma S. Raker, attached as Ex. 2.

1 3% of the 9,000 claimants appealed.

2 In addition to speaking directly with victims during the initial allocation
3 process and appeals, Judge Raker also spoke to victims in videos explaining the
4 claims process posted on the settlement web page⁵ and in media appearances to
5 educate and explain the terms of the settlement and the process.

6 Plaintiffs' class counsel from the *Johns Hopkins* case spoke very highly of
7 Judge Raker's work as special master in that case, and strongly recommended her
8 as exceptionally well qualified to serve as Special Master for the USC Settlement,
9 with the experience, skills, and sensitivity to do the job well.

10 Judge Raker's work on the *Johns Hopkins* case is now complete, and she is
11 available and very interested in serving as Special Master here. Judge Raker has no
12 grounds for disqualification under 28 U.S.C. § 455.⁶

13 **2. Hon. Irma E. Gonzalez (Ret.)**

14 Judge Gonzalez was appointed to the United States District Court for the
15 Southern District of California in 1992, serving as Chief Judge from 2005 to 2012.
16 Prior to her appointment to the federal bench, Judge Gonzalez also worked as an
17 Assistant U.S. Attorney in the District of Arizona and the Central District of
18 California, as well as an attorney in private practice. She later served as a U.S.
19 Magistrate judge and a San Diego County Superior Court judge. Following her
20 nearly three-decade judicial career, Judge Gonzalez joined JAMS.

21 Judge Gonzalez's JAMS profile⁷ describes her as follows: "Highly regarded
22 among counsel for her fairness and deep knowledge of legal issues, Judge Gonzalez
23 brings an experienced approach to resolving even the most complex and
24 contentious disputes. Her background makes her an ideal arbitrator, mediator, and
25 special master for cases involving a wide range of issues, including business, class

26 ⁵ See <https://www.drlevyclassaction.com/caseinformation.html>.

27 ⁶ See Raker Decl., attached as Exhibit 3.

28 ⁷ Available at <https://www.jamsadr.com/gonzalez/>.

1 action, employment, intellectual property, and securities matters, among others.
2 Judge Gonzalez is also fluent in Spanish.”

3 Interim Class Counsel spoke with Judge Gonzalez about the Special Master
4 role in this Settlement, and about her experiences. As an initial matter, Judge
5 Gonzalez indicated she knows and has great respect for the Court. Judge Gonzalez
6 approved many settlement classes during her time on the bench, but she has not
7 overseen a class settlement claims process. As a mediator, Judge Gonzalez has
8 handled claims of sexual harassment and discrimination in the employment context,
9 and in that role interacted with victims of severe emotional distress. Judge Gonzalez
10 said she would be comfortable with the public-facing aspect of being the “face of
11 the settlement” and encouraging Class members to trust the process. Judge
12 Gonzalez is willing and enthusiastic about the opportunity to serve as Special
13 Master, and has no grounds for disqualification under 28 U.S.C. § 455.⁸

14 **IV. CONCLUSION**

15 For these reasons, Plaintiffs respectfully request that the Court issue an order
16 pursuant to Federal Rule of Civil Procedure 53 appointing the Hon. Irma S. Raker
17 or the Hon. Irma E. Gonzalez as Special Master to oversee and adjudicate the
18 Settlement Claims Process in conformance with Sections 6 and 7 of the Settlement.

19
20 Dated: May 23, 2019

HAGENS BERMAN SOBOL
SHAPIRO LLP

21
22 /s/ Steve W. Berman
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⁸ See Gonzalez Decl., attached as Exhibit 4.

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*Interim Class Counsel and
Plaintiffs' Executive Committee*

EXHIBIT 1

**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
 CIVIL DIVISION**

JANE DOE 2, <i>et al.</i>,	:	
	:	
Plaintiffs,	:	Case No. 2014 CA 7644 B
	:	Case No. 2014 CA 8073 B
v.	:	Case No. 2015 CA 7814 B
	:	Calendar 12
THE GEORGETOWN SYNAGOGUE -	:	Judge Brian F. Holeman
KESHER ISRAEL CONGREGATION,	:	
<i>et al.</i>,	:	
	:	
Defendants.	:	

ORDER

This matter comes before the Court upon consideration of Plaintiffs’ Consent Motion for Preliminary Approval of the Class Settlement, filed on August 27, 2018, and upon the Court’s review of exhibits annexed to this Motion, including the Settlement Agreement and Release (“Settlement” or “Agreement”) and proposed Notice, as well as the pleadings, other court filings, and court proceedings in this case to date, including the Hearing on the instant Motion convened on September 7, 2018. This Order is intended to support and memorialize the ruling of this Court from the bench on that date, granting the instant Motion.

I. FACTUAL BACKGROUND

These consolidated class actions and one severed civil action are on remand from the United States District Court for the District of Columbia. From the Memorandum Opinion dated July 24, 2015, issued by the District Court:

For twenty-five years, Bernard Freundel was the sole rabbi for Keshet Israel Congregation, an Orthodox Jewish Synagogue in Washington, D.C. During his tenure, Mr. Freundel advocated for the construction of a nearby mikvah—a Jewish ritual bath most frequently used by married Orthodox women as well as by women undergoing the process of converting to Judaism—and served as its supervising rabbi after it opened in 2005.

Earlier this year, Freundel pled guilty, in a District of Columbia criminal proceeding, to illicitly filming numerous women as they used the mikvah. Two sets of Freundel's victims have brought class action lawsuits for negligence and vicarious liability against the synagogue, the mikvah, and the Rabbinical Council of North America—a professional organization for Orthodox rabbis in which Freundel held leadership positions—for allegedly failing to prevent his crimes.

II. PROCEDURAL HISTORY

On December 2, 2014, Plaintiffs constituting the *Jane Doe 1* putative class filed the Complaint initiating Case No. 2014 CA 007644 B. On December 18, 2014, Plaintiffs constituting the *Jane Doe 2* putative class filed the Class Action Complaint initiating Case No. 2014 CA 008073 B. On December 18, 2014, the *Jane Doe 1* Plaintiffs filed the Amended Complaint. On January 8, 2015, Defendants filed the Notice of Removal in Case Nos. 2014 CA 007644 B and 2014 CA 008073 B. On March 30, 2015, the District Court severed the claims asserted against Defendant The Georgetown University in Case No. 2014 CA 007644 B and remanded the severed action to the Superior Court of the District of Columbia (the “Superior Court”). On June 25, 2015, Plaintiff Jane Doe filed the Second Amended Complaint in the severed action.

On June 29, 2015, Defendant The Georgetown University filed the Motion to Dismiss. On August 21, 2015, the Court convened the Status Hearing and issued an oral ruling granting The Georgetown University's Motion to Dismiss in part, dismissing the claim of direct negligence asserted against Defendant The Georgetown University.

On July 24, 2015, the District Court entered the Memorandum Opinion and remanded all related putative class actions to the Superior Court.

On September 22, 2015, in Case No. 2014 CA 008073 B, Defendant Georgetown Synagogue-Keshet Israel Congregation (the “Synagogue”) filed the Motion to Stay Proceedings. On October 13, 2015, the *Jane Doe 2* Plaintiffs filed the Amended Class Action Complaint in

Case No. 2014 CA 008073 B. On October 14, 2015, the Court entered the Order granting the Synagogue's Motion to Stay Proceedings and entered a stay pending final adjudication of all pending interlocutory appeals.

On October 9, 2015, Plaintiffs constituting the *Jane Doe 3* putative class filed the Class Action Complaint initiating Case No. 2015 CA 007814 B.

On December 22, 2015, Defendants filed the Partial Consent Motion for Consolidation. On March 4, 2016, the Court issued the Omnibus Order granting the Partial Consent Motion for Consolidation. The Court ruled, *inter alia*, that all putative class actions were consolidated, and entered a stay in all actions. (Omnibus Order, March 4, 2016 at 8-9.)

On June 13, 2016, the Court issued the Omnibus Order, *inter alia*, appointing David W. Sanford, Esquire, Jeremy Heisler, Esquire, and Sanford Heisler Kimpel LLP as Lead Interim Class Counsel for the consolidated class action. (Omnibus Order, June 13, 2016 at 10.)

On August 16, 2016, Plaintiffs filed the Amended Consolidated Class Action Complaint, which asserts the following claims against Defendants The Synagogue, The National Capital Mikvah, Inc., The Rabbinical Council of America, The Beth Din of America, and Bernard Freundel: (1) intrusion upon seclusion; (2) negligent hiring, training, retention, and supervision; (3) negligent infliction of emotional distress; (4) breach of warranty; (5) premises liability; (6) negligence; and (7) loss of consortium. (Am. Consolidated Class Action Compl. at 32-44.)

On August 24, 2016, Defendant The Rabbinical Council of America, Inc. and Defendant The National Capital Mikvah, Inc. filed their Motions to Dismiss the Amended Consolidated Class Action Complaint.

On September 21, 2016, the parties filed the Consent Motion to Stay Proceedings Pending Settlement Discussion. On October 3, 2016, the Court issued the Order granting the Consent Motion to Stay Proceedings Pending Settlement Discussions.

On December 29, 2016, the Court granted the Second Consent Motion to Stay Proceedings Pending Settlement. The Order stayed all deadlines in the consolidated cases pending settlement discussions until February 1, 2017. (Order, Dec. 29, 2016 at 1-2.)

On February 1, 2017, the Court convened the Status Hearing, memorialized in the Order of that date. The Order stayed all deadlines in the consolidated cases until April 14, 2017, pending settlement discussions. (Order, February 1, 2017 at 1.)

On April 12, 2017, the Court convened the Status Hearing, memorialized in the Order of that date. The Order stayed all deadlines in the consolidated cases until May 26, 2017, pending settlement discussions. (Order, Apr. 12, 2017 at 1-2.)

On May 26, 2017, the Court convened the Status Hearing, and from the bench granted the parties' oral motion to stay all deadlines in the consolidated cases and set a new Status Hearing for July 7, 2017. On June 12, 2017, the parties filed the Consent Motion to Continue the July 7, 2017 Status Conference to July 21, 2017. On June 26, 2017, the Court issued the Order granting in part the Consent Motion and continued the Status Hearing to August 16, 2017. On July 22, 2017, the Court memorialized the teleconference with counsel, continuing the Status Hearing to October 27, 2017. (Order, July 22, 2017 at 1.)

On October 16, 2017, the Court issued the Order continuing the Status Hearing to January 26, 2018.

On July 7, 2017, Defendant Beth Din of the United States of America's filed the Motion to Dismiss the Amended Consolidated Class Action Complaint.

On January 13, 2018, the Court issued the Order continuing the Status Hearing to January 19, 2018.

On January 19, 2018, the Court convened the Status Hearing. The parties represented that they had reached an agreement in principle, but needed time to procure the cooperation of various liability coverage entities.

On April 20, 2018, the Court convened the Status Hearing, memorialized in the Order of April 23, 2018. The Order directed the Honorable Nan R. Shuker, Senior Judge of the Superior Court of the District of Columbia and current Mediator of the consolidated matters, as having authority to convene additional mediation sessions toward resolution of these matters and to compel mandatory attendance of the parties, representatives and counsel. Further, the Court ordered that the Lead Interim Class Counsel must submit by June 15, 2018, for review by the Court, preliminary papers proposing settlement and judicial approval. (Order, Apr. 23, 2018, at 4.)

On June 28, 2018, the Court issued the Order granting the Consent Motion to Extend the June 15, 2018, Deadline to Submit the Motion for Approval of Settlement and Continue the June 29, 2018 Status Hearing, previously filed on June 25, 2018. (Order, June 28, 2018, at 3.) The parties represented that some additional time was needed to respond to revisions recently proposed by the liability coverage entities, and to secure final approval of the Settlement for all represented parties. (*Id.* at 2.) Further, the Court set a new deadline of August 27, 2018, for the parties to file the motion for preliminary approval of the settlement. (*Id.* at 3.)

III. THE APPLICABLE LAW

The Superior Court Rules of Civil Procedure, Rule 23, governs class actions. It states:

(a) Prerequisites. -- One or more members of a class may sue or be sued as representative parties on behalf of all members only if:

- (1)** the class is so numerous that joinder of all members is impracticable;
- (2)** there are questions of law or fact common to the class;

(3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and

(4) the representative parties will fairly and adequately protect the interests of the class.

(b) Types of class actions. -- A class action may be maintained if Rule 23(a) is satisfied and if:

(1) prosecuting separate actions by or against individual class members would create a risk of:

(A) inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; or

(B) adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests;

....

(e) Settlement, voluntary dismissal, or compromise. -- The claims, issues, or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval. The following procedures apply to a proposed settlement, voluntary dismissal, or compromise:

(1) The court must direct notice in a reasonable manner to all class members who would be bound by the proposal.

(2) If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate.

(3) The parties seeking approval must file a statement identifying any agreement made in connection with the proposal.

(4) If the class action was previously certified under Rule 23(b)(3), the court may refuse to approve a settlement unless it affords a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but did not do so.

(5) Any class member may object to the proposal if it requires court approval under Rule 23(e); the objection may be withdrawn only with the court's approval.

In order to satisfy class certification a party must meet the requirements of Rule 23(a) and at least one subdivision of Rule 23(b).

Numerosity is satisfied where the class is so numerous that joinder of all members is impracticable. Super. Ct. R. Civ. P. 23(a)(1). Plaintiffs do not need to provide the exact number of potential class members to satisfy this requirement. *Kifafi v. Hilton Hotels Ret. Plan*, 189 F.R.D. 174, 176 (D.D.C. 1999.)¹ Numerosity is presumed at 40 members. *Bynum v. District of Columbia*, 214 F.R.D. 27, 33 (D.D.C. 2003.) The Court may “draw reasonable inferences from the facts presented to find the requisite numerosity.” *Coleman v. District of Columbia*, 306 F.R.D. 68, 76 (D.D.C. 2015) (citing *McCuin v. Sec’y of Health & Human Servs.*, 817 F.2d 161, 167 (1st Cir. 1987).) Further, Plaintiffs must show that joinder is impracticable. *DL v. District of Columbia*, 302 F.R.D. 1, 11 (D.D.C. 2013.) “Demonstrating impracticability of joinder ‘does not mandate that joinder of all parties be impossible—only that the difficulty or inconvenience of joining all members of the class make use of the class action appropriate.’” *Id.* (citing *Cent. States SE. & SW. Areas Health & Welfare Fund v. Merck-Medco Managed Care, L.L.C.*, 504 F.3d 229, 244-245 (2d Cir. 2007).)

Commonality is satisfied where there are common questions of law or fact to parties in the class. Super. Ct. R. Civ. P. 23(a)(2). It is not necessary that every member of the class share

¹ The Superior Court is not bound by the decisions of the federal district court. *M.A.P. v. Ryan*, 285 A.2d 312 (D.C. 1971) (stating that the Court Reform Act declared that “[the] highest court of the District of Columbia is the District of Columbia Court of Appeals.”) However, the Superior Court will defer to non-conflicting federal authority on matters of procedural interpretation. D.C. Code §11-946 (2018) (stating that the Superior Court “shall conduct its business according to the Federal Rules of Civil Procedure and the Federal Rules of Criminal Procedure (except as otherwise provided in Title 23) unless it prescribes or adopts rules which modify those Rules.”); *Sellars v. United States*, 401 A.2d 974, 978 (D.C. 1979) (stating that “local court rules of procedure which parallel the federal rules are to be construed in light of the meaning given to the latter.”)

the same issue of law or fact. *Bynum*, 214 F.R.D. at 33. “The touchstone of the commonality inquiry is ‘the capacity of a classwide proceeding to generate common answers apt to drive the resolution of the litigation.’” *Coleman*, 306 F.R.D. at 82 (citing *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551, 180 L. Ed.2d 374 (2011).) “[F]actual variations among the class members will not defeat the commonality requirement, so long as a single aspect or feature of the claim is common to all proposed class members.” *Id.* Commonality is also satisfied where there is a common question of law or fact and the same evidence can be used by each member of the class to make a prima facie showing of liability. *Julian Ford v. ChartOne, Inc.*, 908 A.2d 72, 85-86 (D.C. 2006.)

Typicality is satisfied where “the claims or defenses of the representative parties are typical of the claims or defenses of the class.” Super. Ct. R. Civ. P. 23(a)(3). Typicality focuses on whether the representative of the class suffered similar injury from the same cause of conduct that gives rise to the other class members’ claims. *Bynum*, 214 F.R.D. at 34; *Moore v. Napolitano*, 269 F.R. D. 21, 32 (D.D.C. 2010.) “Essentially, the class representative’s claim is typical of the claims of the class if his or her claim and those of the class arise from the same event or pattern or practice and are based on the same legal theory.” *Julian Ford*, 908 A.2d at 86 (citing *Singer v. AT&T Corp.*, 185 F.R.D. 681, 689 (S.D. Fla. 1998).) The purpose of typicality is to ensure that the class representative’s claims are the same as other class members to safeguard their interests. *Bynum*, 214 F.R.D. at 34. Factual variations do not destroy typicality. *Id.*; *Howard v. Liquidity Servs. Inc.*, 322 F.R.D. 103, 118-119 (D.D.C. 2017) (citing *Wagner v. Taylor*, 836 F.2d 578, 591 (D.C. Cir. 1987).)

Adequacy of representation is satisfied where “the representative parties will fairly and adequately protect the interests of the class.” Super. Ct. R. Civ. P. 23(a)(4). “Two criteria for determining the adequacy of representation are generally recognized: 1) the named

representative must not have antagonistic or conflicting interests with the unnamed members of the class, and 2) the representative must appear able to vigorously prosecute the interest of the class through qualified counsel.” *Julian Ford*, 908 A.2d at 86 (citing *Twelve John Does v. District of Columbia*, 326 App. D.C. 17, 21, 117 F.3d 571, 575 (1997).) If the Court can conclude that by “pursuing their own interests vigorously the named representatives will necessarily raise all claims or defenses common to the class, representativeness will be satisfied.” *Id.* (citing *United States v. Trucking Emp’rs.*, 75 F.R.D. 682, 688 (D.D.C. 1997).)

An action that satisfies the prerequisites of Rule 23 (a) must also meet the requirements of one or more of the three subdivisions of subpart (b). Certification under Rule 23(b)(1)(B), is “proper on the grounds that the claims made are numerous against a fund that is insufficient to satisfy all the claims.” *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 834 (1999.) Every award made to a claimant reduces the total amount of funds available to other claimants until some claimants are unable “to obtain full satisfaction of their claims, while others are left with no recovery at all.” *In re Black Farmers Discrimination Litig.*, 856 F. Supp. 2d 1, 16 (D.D.C. 2011.)

To qualify for class certification on such a limited fund rationale, the Moving Plaintiffs must meet three criteria. *Ortiz*, 527 U.S. at 838. First, “the total of the aggregated liquidated claims and the fund available for satisfying them, set definitely at their maximums, demonstrate the inadequacy of the fund to pay all the claims.” *Id.* at 839. Second, “the whole of the inadequate fund” must be dedicated “to the overwhelming claims.” *Id.* Third, all claimants to the fund who are “identified by a common theory of recovery [must be] treated equitably among themselves.” *Id.*; *In re Black Farmers Discrimination Litig.*, 856 F. Supp. 2d at 16.

Rule 23(e) controls class action settlements. The Court may approve a proposed settlement “after a hearing and on finding that it is fair, reasonable, and adequate.” There is no set test for determining whether a proposed settlement is fair, reasonable, and adequate.

However, the Court in addressing a class action settlement will typically “consider (1) whether the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, (2) whether it falls within the range of possible judicial approval, and (3) whether it has any obvious deficiency, such as granting unduly preferential treatment.” *Ross v. Lockheed Martin Corp.*, 267 F. Supp. 3d 174, 194 (D.D.C. 2017) (citing *Richardson v. L’Oreal USA, Inc.*, 951 F.Supp.2d 104, 106-107 (D.D.C. 2013).)

The Court notes that there are five additional factors that are generally considered when it must decide whether the proposed settlement is fair, adequate, and reasonable: “(1) whether the settlement is the result of arms-length negotiations; (2) the terms of the settlement in relation to the strengths of plaintiffs’ case; (3) the status of the litigation proceedings at the time of the settlement; (4) the reaction of the class; and (5) the opinion of experienced counsel.” *Alvarez v. Keystone Plus Constr. Corp.*, 303 F.R.D. 152, 163 (D.D.C. 2014); *Livengood Feeds, Inc. v. Merck KGaA (in re Vitamins Antitrust Litig.)*, 305 F. Supp. 2d 100, 104 (D.D.C. 2004.)

Rule 23(e) requires that all class members be provided with adequate notice of the proposed settlement. The Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Super. Ct. R. Civ. P. 23(e)(1).

IV. ANALYSIS

On September 7, 2018, the Court convened the Status Hearing on the Consent Motion for Preliminary Approval of the Class Settlement. The consolidated cases have been pending between three and four years, and the parties, through counsel, have used the majority of this time to effectuate settlement. The Court finds that the requirements of numerosity, commonality, typicality, and adequacy of representation are satisfied under Rule 23(a).

The Court finds that certification is appropriate under Rule 23(b)(1)(B); the intended consequence is, in part, to reduce the risk of multiple individual adjudications and potential

impediments to non-members or non-party members to protect their interests. The Court appreciates that the institutional defendants here are religious institutions and, consequently, that there would be inadequate funds from these institutions available for the purpose of satisfying these multiple claims. The Court is satisfied that the funds, as addressed in the papers, would be dedicated to the claims, fees, and expenses related to the consolidated actions. The Court is further satisfied that the individual claimants, the members, would be treated equally here.

The Court finds that the proposed settlement is a fair, reasonable, and adequate result of arm's length negotiations and within the range of numbers that the Court would find possible or even probable during the course of litigation through disposition. The Court is satisfied that there is no undue preferential treatment and that the notice, as proposed, is adequate.

WHEREFORE, it is this 19th day of September 2018, hereby

ORDERED, that Plaintiff's Consent Motion for Preliminary Approval of the Class Settlement is **GRANTED**; and it is further

ORDERED, that the Court preliminarily approves the Settlement as being fair, reasonable, and adequate, subject to the right of any Class Member to challenge the fairness, reasonableness, or adequacy of the Settlement pursuant to the procedure set forth below; and it is further

ORDERED, that the Class is hereby preliminarily certified for settlement purposes under D.C. Super. Ct. R. Civ. P. 23(b)(1) as follows:

All females whom the United States Attorney's Office for the District of Columbia has identified as having been videorecorded by Bernard Freundel from July 1, 2005, through October 14, 2014, and/or who otherwise disrobed, either partially or completely, in the National Capital Mikvah's ritual bath and/or associated facilities, including the anteroom, changing rooms, showers, and/or bathroom (regardless of whether they were videorecorded), at any time from July 1, 2005 through October 14, 2014.

and it is further

ORDERED, that the Court hereby appoints as Class Counsel, David W. Sanford, Esquire, Jeremy Heisler, Esquire, and Alexandra Harwin, Esquire, of Sanford Heisler Sharp, LLP to represent the Class for purposes of the Settlement; and it is further

ORDERED, that the Court hereby appoints RG/2 Claims Administration LLC, 30 South 17th Street, Philadelphia, PA 19103 as the Settlement Administrator for this Settlement. The Settlement Administrator shall perform the duties set forth in the Agreement; and it is further

ORDERED, that the Court hereby appoints Annie G. Steinberg, M.D. as the Independent Claims Expert for this Settlement. The Independent Claims Expert shall perform the duties set forth in the Agreement. The Independent Claims Expert may be assisted by personnel working at her direction; and it is further

ORDERED, that the Court hereby approves the substance, form, and manner of issuance of the Confidential Registration Form (the "Registration Form"), Confidential Claim Form, Notice of Class Action Settlement (the "Notice"), and Short-Form Notice of Class Action Settlement ("Short-Form Notice") attached as Exhibits 2, 3, 4, and 5 to the Declaration of David W. Sanford in Support of Plaintiffs' Consent Motion for Preliminary Approval of the Class Settlement. The Settlement Administrator is hereby directed to issue the Notice and Registration Form to Class Members pursuant to the Agreement as soon as possible following the Court's ruling from the bench on September 7, 2018, or the entry of this written Order. The Settlement Administrator is further directed to arrange for publication of the Short-Form Notice in the *Washington Post*, the *Washington Jewish Week*, the *Baltimore Jewish Times*, the *Baltimore Sun*, the *Jewish Week*, the *Forward*, *Kol HaBirah*, *Haaretz*, and the *Jerusalem Post* to take place as soon as possible following the Settlement Administrator's issuance of the Notice. The United States Attorney's Office for the District of Columbia may forward the Notice and Registration

Form by electronic mail to persons on its contact list when the Settlement Administrator issues the Notice and Registration Form; and it is further

ORDERED, that a **Final Approval Hearing shall take place on October 22, 2018, at 10:00 a.m. in Courtroom 516**, for a final determination by the Court whether the proposed settlement of this action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate, whether the proposed settlement should be finally approved by the Court pursuant to D.C. Super. Ct. R. Civ. P. 23, whether attorneys' fees, costs and service payments as requested by Plaintiffs' Counsel shall be awarded, and whether this action should be dismissed as a result of the Settlement. This date shall be promptly observed after the deadline for objections set forth below; and it is further

ORDERED, that the Settlement Administrator shall proceed with **Notice to the Class Members by September 14, 2018. The objection deadline for Class Members will be October 15, 2018**; and it is further

ORDERED, that the Court will consider objections to the Settlement that are submitted in a timely and proper manner, as provided herein. To object to the Settlement, a Class Member must send written objections to the Settlement Administrator and Class Counsel postmarked no later than 30 days after the Settlement Administrator forwards the Notice. Any objection: (1) must be in writing and 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 person objecting (if the objection is submitted by counsel, the name and contact information of the client must be provided); (4) must include a detailed description of the basis for the objection; and (5) must state whether the person objecting intends to appear in person or through counsel at the Final Approval Hearing. All

persons who fail to make objections in the manner specified herein shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If the Court rejects a Class Member's objection, that Class Member will still be bound by the Terms of the Settlement, including the release of Claims. The Plaintiffs as defined in the Agreement have consented to and shall not be entitled to object to the Settlement; and it is further

ORDERED, that all pending dispositive Motions are **DENIED, WITHOUT PREJUDICE** to the Defendants to renew these Motions in the event of the failure of the final Settlement; and it is further

ORDERED, that Defendants' time to file their respective answers is extended *sine die*; and it is further

ORDERED, that as of September 7, 2018, all proceedings in this case are stayed until further order of this Court, except as may be necessary to implement the Settlement Agreement.



BRIAN F. HOLEMAN
JUDGE

Copies e-served to:

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Jeremy Heisler, Esquire
Alexandra Harwin, Esquire
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1050 Avenue of the Americas, Suite 3100
New York, New York 10019
Class Counsel

Ira Sherman, Esquire
Joseph Cammarata, Esquire
Allan M. Siegel, Esquire
Matthew W. Tievsky, Esquire
CHAIKIN, SHERMAN, CAMMARATA & SIEGEL, P.C.
1232 17th Street, NW
Washington, DC 20036
Co-Counsel for the Plaintiffs Jane Doe 2, et al.

Paul Blankenstein, Esquire
Ashley S. Boizelle, Esquire
Amanda C. Machin, Esquire
GIBSON, DUNN & CRUTCHER, LLP
1050 Connecticut Avenue, NW
Washington, DC 20036
Counsel for Defendant Georgetown Synagogue – Keshet Israel Congregation

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Patricia Maureen Thornton, Esquire
BACON, THORNTON & PALMER, LLP
Capitol Office Park
6411 Ivy Lane, Suite 500
Greenbelt, MD 20770
Counsel for Defendant National Capital Mikvah, Inc

Evan T. Barr, Esquire
Samuel Groner, Esquire
Chelsea P. Azrak, Esquire
Anayansi Rodriguez, Esquire
FRIED, FRANK, HARRIS, SHRIVER & JACOBSON LLP
One New York Plaza
New York, New York 10004
Counsel for Defendant The Rabbinical Council of America, Inc.

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FOLEY & LARDNER LLP
90 Park Avenue
New York, NY 10016
Counsel for Defendant The Beth Din of the United States of America, Inc.

Jeffrey Harris, Esquire
RUBIN, WINSTON, DIERCKS, HARRIS & COOKE, LLP
1201 Connecticut Avenue, NW, Suite 200
Washington, DC 20036
Counsel for Defendant Bernard Freundel

EXHIBIT 2

IRMA S. RAKER
191 EAST JEFFERSON STREET
ROCKVILLE, MARYLAND 20850
(240) 777-9330

JUDICIAL EXPERIENCE:

Court of Appeals of Maryland, Judge, 1994-2008; Senior Judge, 2008-Present
Circuit Court for Montgomery County, Associate Judge, 1982-1994
District Court of Maryland, Associate Judge, 1980-1982

LEGAL EXPERIENCE:

Certified Mediator and Arbitrator, 2008-Present
American Arbitration Association, Arbitrator and Mediator, 2015-Present
Sachs, Greenebaum and Tayler, Partner, 1979-1980
State's Attorney's Office for Montgomery County, Assistant State's Attorney, 1973-1979

EDUCATION:

Certified Mediator:

American Bar Association, 2007
Appellate Mediation, Maryland Court of Special Appeals, December 2009-Present

Law School:

Washington College of Law of The American University, Juris Doctor, December 1972

Post-Graduate Studies:

The Hague Academy of International Law, The Hague, Holland, July 1959

Undergraduate Studies:

Syracuse University, Bachelor of Arts, June 1959

BAR MEMBERSHIPS:

Court of Appeals of Maryland, 1973
Court of Appeals of the District of Columbia, 1974
United States District Court for the District of Maryland, 1977
United States Court of Appeals for the Fourth Circuit, 1977

TEACHING ACTIVITIES:

National:

Washington College of Law of The American University, Adjunct Professor, Trial
Practice, 1980-Present
Maryland Judicial Institute, faculty member, 1984-2008

International:

The Court of Bosnia and Herzegovina, Sarajevo, Lecturer, April 2005
Taiwan High Court, Taiwan, Lecturer, May 2001
Consultant at Conference for Newly Independent States, Leiden, The Netherlands,
November 1995

PROFESSIONAL ACTIVITIES:

Senior Judges Committee, Maryland Judicial Conference, 2015-Present
Maryland Access to Justice Commission, Chair, 2008-2014
Maryland Judicial Conference, Judicial Compensation Committee, Chair, 1997-2008
Attorney General's and Lt. Governor's Family Violence Council, 1995
Maryland Special Committee to Revise Article 27, Crimes and Punishment, Annotated
Code of Maryland
Maryland Judicial Conference, Executive Committee, elected to represent Sixth Judicial
Circuit, Legislative Committee, 1985-1989
Commission to Study Bail Bond and Surety Industry in Maryland, appointed by Chief
Judge Murphy to represent Maryland Judicial Conference, 1981
District Court Committee on Criminal Law and Motor Vehicle Matters, Chairperson,
appointed by Chief Judge Sweeney, 1981-1982
Attorney Grievance Commission of Maryland, Inquiry Committee, 1978-1981

Maryland State Bar Association:

Maryland Bar Foundation, Fellow, 1989-Present
Board of Governors, elected 1981, 1982, 1985, 1986, 1990
Standing Committee to Draft Pattern Jury Instructions in Civil and Criminal Cases,
Chair; Sub-Committee to Draft Pattern Instructions in Criminal Cases, Chair, 1980-
2012; Member, 1980-Present
Criminal Law and Practice Section Council, Chair, 1983-1984; Member, 1973-Present;
Section Council Member, 2008, 2011-2013
Montgomery-Prince George's Continuing Legal Education Institute, Inc., Board of
Trustees, 1997
Special Committee on Law Related Education, 1983-2012
Judicial Administration Section Council, Member, 1994
Special Committee on the Centennial of the Maryland State Bar Association, Member,
1994
Judicial Administration Section Council, 1994-1998
Special Committee on Judicial Selection and Tenure, 1979
Special Committee on Environmental Law, 1978-1979
Special Committee on Trial by Jury, 1988-1993
Special Committee on Law Practice Quality, 1989-1992

American Bar Association:

American Bar Association Fellow
Criminal Justice Standards Committee Task Force on Diversion and Special Courts,
Chair, 2006-2010
Criminal Justice Standards Committee, Chair, 2002-2004, Chair, 1995-1996, Member,
1994-1996

Criminal Justice Standards Pretrial Release and Speedy Trial Task Force, 1999-2001
ABA Bar Foundation Fellow, 1994-Present
Criminal Justice Section Council, elected 3-year term, 1997
Criminal Justice Standards Committee Task Force on Trial by Jury and Discovery, 1991-1993
Committee on Rights of Victims in the Criminal Justice System, 1992
Ad Hoc Committee on the Indigent Defense Crisis, 1992-1993
Judicial Division International Courts Committee, 2006

Montgomery County Bar Association:

Bar Leaders, Montgomery County Bar Foundation
Executive Committee, elected 1979-1980
Criminal Law Section, Chairperson, 1978-1979
Ethics Committee, 1977-1978
Nominating Committee, 1977-1978
Circuit Court Committee
Correctional Reform Committee
Committee on Administration of Justice

American Law Institute, elected 1997, Member

American Inns of Court:

Fahy Inn, Executive Committee & Charter Member, 1983-1985
J. Dudley Digges Inn, 1985-2000
Alan J. Goldstein Inn, President, 1995-1996

PUBLICATIONS:

Article, *Fourth Amendment and Independent State Grounds*, 77 MISS. L.J. 401 (2007)
Note, *The New "No-Knock" Provisions and its Effect on the Authority of the Police to Break and Enter*. 20 Am. U. L. Rev. 467 (1970-71)

HONORS:

Simon E. Sobeloff Law Society Sobeloff Award, 2016
Public Justice Center - Access to Justice, 2014
Maryland Bar Foundation, H. Vernon Eney Award, June 2009
Maryland State's Attorney's Association Leadership Award, 2008
American Bar Association, Margaret Brent Women Lawyers of Achievement Award, August, 2007
Lady Justice Award, National Association of Women Judges, District 4, 2007
The Daily Record's Leadership in Law Award, 2001
National Association of Social Workers' Public Citizen of the Year Award, 2001
Certificate of Appreciation presented by Montgomery County Bar Association for contribution to the Mentor-Mentee Program, 2000
Outstanding Jurist Award presented by Montgomery County Bar Association, 2000
Recognized by *The Daily Record* as one of "Maryland's Top 100 Women," 1998, 1999, 2001 and 2003
The Daily Record's Circle of Excellence, 2001

Midwood High School Alumni Association, Lifetime Achievement Award, 1999
Girl Scouts of Central Maryland, Distinguished Women Award, 1999
Montgomery County Bar Association Century of Service Award, 1999
The American University, Washington College of Law Distinguished Alumna Award, 1999
Included in *Women of Achievement in Maryland History*, a historical reference book on extraordinary achievements of women in Maryland American Red Cross, Maryland Chapter, Elizabeth Dole Woman of Achievement Award, 1998
Who's Who in America, Who's Who in American Law, Who's Who of American Women, Who's Who in the East
Syracuse University Alumni Club of Greater Baltimore, Outstanding Alumnus, Spokesperson & Jurist, 1996
Margaret Brent Trailblazers Award presented by The American Bar Association Commission on Women in the Profession and The Women's Bar Association of Maryland, 1995
New York Bar Foundation, Award of Appreciation, 1995
Outstanding Syracuse University Alumna Award in Commemoration of 125th Anniversary of the founding of Syracuse University, 1995
Rita C. Davidson Award, Recipient of Annual Award, Women's Bar Association of Maryland, 1995
Ninth Annual Dorothy Beatty Memorial Award for Significant Contribution to Women's Rights, Women's Law Center, 1994
Robert C. Heeney Award, Recipient of Annual Award, Maryland State Bar Criminal Law Section, 1993
Women Legislators of Maryland, The General Assembly, Citation, in recognition of outstanding contributions to the advancement and welfare of women in Maryland, 1989
Congregant of Excellence, awarded by Adas Israel Men's Club, 1988
"Celebration of Women" Award, Pioneer Women Na'amat Outstanding Service on Behalf of Victims of Family Violence, 1985
Montgomery County Government Certificate of Appreciation and Recognition for contribution to a more responsive approach to the problems of domestic violence, 1983
Montgomery County Government Award for Outstanding Contribution to the Task Force on Battered Spouses, 1982
Montgomery County Government Certificate of Appreciation and recognition for two years of outstanding work to promote the safety and dignity of women as a member of the Montgomery County Sexual Offenses Committee, 1977
Lawyer's Cooperative Publishing Company and Bancroft Whitney awards for highest grade in Torts, Criminal Procedure and Modern Land Transactions, 1971-1973
American University Law Review, Associate Editor, 1972
Lura E. Turley Prize, American University, 1972
Merit Scholarship to Attend Hague Academy of International Law, 1959
Pi Sigma Alpha, National Political Science Honorary, 1958
Deans List, Syracuse University, 1957-1959

PROFESSIONAL ASSOCIATIONS:

American Bar Association, 1974-2013
Maryland State Bar Association, 1973-Present
Montgomery County Bar Association, 1973-Present
Women's Bar Association of Maryland, 1974-Present
Women's Bar Association of the District of Columbia, 1978-Present
National Association of Women Judges, 1980-Present, Maryland Chapter, elected Treasurer, 1991; elected President, Maryland Chapter, 1994
The International Academy of Trial Judges, 1989-Present
National District Attorney's Association, 1973-1980
Network 2000, 1996-2011
The Women's Forum of Washington, DC, 2004-2012
Cosmos Club, Member, 2008-Present

CIVIC ACTIVITIES:

Washington College of Law, Dean's Advisory Council, Member, 1998-2009
Syracuse University's Maxwell School of Citizenship and Public Affairs Advisory Board, Member, 1996-2004
Bethesda-Chevy Chase YMCA Committee of Management, 1995-2004
Montgomery County Task Force on Battered Spouses, 1981
Montgomery County Advisory Committee on Environmental Protection, 1980
Montgomery County Crisis Center, Citizens Advisory Board, 1979, 1980
Montgomery County Advisory Committee to County Executive on Child Abuse, 1976-1977; Battered Spouses, 1977-1978
Montgomery County Sexual Offenses Committee, 1976, 1977
West Bradley Citizens Association, Treasurer, Vice-President, 1964-1968

EXHIBIT 3

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF THE HON.
IRMA S. RAKER**

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I, Irma S. Raker, hereby declare as follows:

1. I served as an Associate Judge of the District Court of Maryland, Montgomery County from 1980 to 1982, as Associate Judge of the Montgomery County Circuit Court from 1982 to 1994, and on the Maryland Court of Appeals from 1994 until my retirement in 2008. I am designated to sit on call-back status as a Senior Judge, retired, on the Maryland Court of Appeals and the Maryland Court of Special Appeals.

2. I now serve as a private arbitrator and mediator.

3. I have familiarized myself with the issues and persons in the matter captioned *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW.

4. I affirm that I have no relationship to the parties, counsel, action, or Court that would require disqualification under 28 U.S.C. § 455, nor is there any other ground to my knowledge or belief under 28 U.S.C. § 455 that would disqualify me from serving as the Claims Adjudicator and Special Master in this case.

5. I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 11, 2019 in Bethesda, Maryland.



Irma S. Raker

EXHIBIT 4

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

**IN RE USC STUDENT
HEALTH CENTER
LITIGATION**

No. 2:18-cv-04258-SVW

[consolidated with No. 2:18-cv-04940-SVW-GJS, No. 2:18-cv-05010-SVW-GJS, No. 2:18-cv-05125-SVW-GJS, and No. 2:18-cv-06115-SVW-GJS]

**DECLARATION OF THE HON.
IRMA E. GONZALEZ**

1 I, Irma E. Gonzalez, hereby declare as follows:

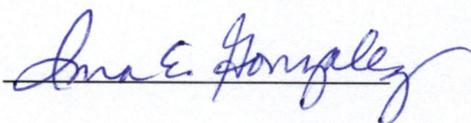
2 1. I served as a District Judge for the United States District Court for the
3 Southern District of California in 1992, and served as Chief Judge from 2005 to
4 2012. I now serve as a private arbitrator and mediator with JAMS.

5
6 2. I have familiarized myself with the issues and persons in the matter captioned
7 *In re USC Student Health Center Litigation*, No. 2:18-cv-04258-SVW.

8
9 3. I affirm that I have no relationship to the parties, counsel, action, or Court
10 that would require disqualification under 28 U.S.C. § 455, nor is there any other
11 ground under 28 U.S.C. § 455 that would disqualify me from serving as Special
12 Master in this case.

13 4. I declare under penalty of perjury that the foregoing is true and correct.

14
15 Executed on February 5, 2019 in San Diego, California.

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17 Irma E. Gonzalez
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

IN RE: USC STUDENT HEALTH
CENTER LITIGATION

No. 2:18-cv-04258-SVW

[Consolidated with:
No. 2:18-cv-04940- SVW-GJS,
No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and
No. 2:18-cv-06115-SVW-GJS]

**[PROPOSED] ORDER
APPOINTING SPECIAL
MASTER**

Date: June 3, 2019
Time: 1:30 p.m.
Hon. Stephen V. Wilson

1 The Court, having reviewed the proposed Settlement submitted by the parties
2 and Plaintiffs' Motion for Appointment of a Special Master,

3 1. IT IS HEREBY ORDERED, pursuant to Federal Rule of Civil
4 Procedure 53 and with the consent of the parties, that _____
5 is appointed Special Master for Settlement and Claims Administration until further
6 ORDER of this Court.

7 2. IT IS FURTHER ORDERED that the Special Master shall oversee the
8 claims process set forth in the Settlement and will serve as a member of the three-
9 person panel that will review and allocate Tier 2 and Tier 3 claims. The Special
10 Master, in consultation with her team of experts, will also develop protocols for
11 claim forms, interviews, and other communications with Tier 2 and 3 claimants.

12 3. The Special Master will consult with the Parties regarding the selection
13 of a forensic psychologist and an OB/GYN to serve on the adjudication panel (the
14 "Panel") with the Special Master.

15 4. The Special Master may retain additional individuals with expertise in
16 gynecology, psychology, psychiatry, PTSD, and the unique needs of sexual trauma
17 survivors to assist her in reviewing and processing submitted claims. The Special
18 Master will have discretion to appoint a team as needed to perform her duties,
19 subject to approval of the Court.

20 5. Pursuant to Rule 53(b)(2), the Court hereby directs the Special Master
21 to proceed with all reasonable diligence to perform the duties set forth herein, as well
22 as any additional duties that the Court in its discretion may impose from time to time
23 as necessary by further orders.

24 6. The Special Master shall have the authority to take all appropriate
25 measures to perform the assigned duties fairly and efficiently. To the extent the
26 Special Master issues any order, report, or recommendation on any dispute referred
27 to her by the Court or the parties, the Special Master shall comply with all the
28 requirements of Rule 53(d) respecting entry of any such order.

1 7. The Special Master may, at any time, communicate *ex parte* with the
2 parties and their counsel for any purpose relating to the duties described herein.

3 8. The Special Master may, at any time, communicate *ex parte* with the
4 Court for any purpose relating to the duties described herein.

5 9. Pursuant to Rule 53(b)(2)(C), the Claims Administrator, overseen by the
6 Special Master, shall maintain orderly files relating to the claims adjudication
7 process. The Special Master shall report to the Court as directed by the Court. The
8 Special Master shall file any written orders, findings, and/or recommendations with
9 the Court via the Court's Electronic Case Filing ("ECF") system. Such filing shall
10 fulfill the Special Master's duty to serve her order(s) on the parties pursuant to Rule
11 53(e).

12 10. Within ten (10) business days of this Order, the Special Master shall
13 hold a conference call with counsel for the parties to discuss the terms of this Order
14 and the process for implementing and overseeing the Settlement claims process.

15 11. The Special Master's team will review all Tier 2 and Tier 3 submissions
16 from Class members, along with the associated documentation. For Tier 3
17 submissions, the Special Master's team will arrange for the claimant to participate in
18 an interview.

19 12. The Panel will determine the appropriate award recommendation for
20 each Tier 2 and Tier 3 claim. The Special Master's award amount may be increased
21 or decreased by pro rata adjustment, as set forth in the Settlement.

22 13. The Special Master or her designee will personally hear and evaluate
23 the appeals of any claimant who wishes to challenge her award through the
24 procedure set forth in the Amended Settlement Agreement. The Special Master's
25 decision on appeals will be final.

26 14. The Special Master may also undertake other efforts to facilitate the
27 Claim Administration process, including, for example, speaking with victims about
28 the Settlement claims process to reassure individuals that they will be treated with

1 compassion and understanding of how difficult it can be for them to talk about their
2 traumatic experiences.

3 15. The Special Master may have access to confidential information and/or
4 medical records, including but not limited to, information which is subject to the
5 confidentiality provisions of the Settlement and the Stipulated Protective Order
6 entered by the Court in this case. The Special Master shall be bound by the terms of
7 the Settlement and Stipulated Protective Order.

8 16. The Special Master and her team shall be reasonably compensated for
9 their time and entitled to reimbursement for reasonable expenses related to carrying
10 out the duties set forth in this Order and the Settlement Agreement. The total
11 compensation to the Special Master for performing her duties shall be for an amount
12 to be approved by the Court, plus disbursements for reasonable expenses, such as
13 travel. The Special Master's compensation shall be paid from the Settlement Fund.

14 17. Within thirty (30) days of the entry of this Order, the Special Master
15 will submit to the Court for review a proposed plan setting forth compensation for
16 the Special Master. If the Special Master and the Court are unable to agree upon a
17 reasonable compensation plan, the Special Master will not be obligated to accept her
18 appointment under this Order and her appointment will terminate.

19 18. Should the initial compensation plan prove unreasonable or inadequate,
20 the Court may, pursuant to Fed. R. Civ. P. 53(g)(1), set a new basis and terms for
21 additional compensation after giving notice to the parties and an opportunity to be
22 heard.

23 19. It is understood that additional costs are expected to be incurred during
24 the course of the Allocation process. These costs may include, but are not limited to,
25 administrative expenses, hearing rooms, court reporters, translators, administrative
26 assistants, experts, travel, and additional professional and adjudication expenses.
27 These costs are unknown at this time and shall be submitted to the Court separate
28 and apart from the Special Master's compensation. These costs will be submitted to

1 the Court periodically, and will be paid by the Settlement Fund after approval of this
2 Court.

3 **IT IS SO ORDERED.**

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5 Dated: _____

6 STEPHEN V. WILSON
7 UNITED STATES DISTRICT JUDGE
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