

Rabbi Levi Shemtov

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From: Rabbi Mendel Kaplan [mailto:rabbi@chabadflamingo.com]

Sent: Wednesday, August 06, 2014 7:35 PM

To: Rabbi Levi Shemtov; rabbiyudi@gwu.edu

Subject:

We Rabbis' Yaakov Felig, Shaul Wilhelm and Mendel Kaplan were asked by both Rabbis' Levi Shemtov and Yudi Stiener to convene a Zabla of Shluchim (their peers) - specifically not in the form of a Din Torah - to analyze the circumstances and allegations regarding violations of their mutually binding contract.

Whilst we do not feel capable of rendering a Pask Din - Legal Ruling, it is our majority opinion that Rabbi Steiner is in fact in violation of his contractual agreements.

Further arbitration is beyond the scope of our ability and wherewithal.

With this we consider our mandate concluded, and cannot further advise the involved parties on this matter.

Rabbi Mendel Kaplan

G. RESOLUTION OF DISAGREEMENTS OR DISPUTES / TERMINATION

In the event of any disagreement between the parties, RLS and RYS shall first discuss the matter and endeavor to resolve such matter **privately** between them. In the event of any major serious disagreement, and it becomes evident that the above attempt to resolve the matter between them is futile, they will agree to mediation by a party acceptable to **both**. Such mediation shall occur by RYRS presenting a list of acceptable mediators to RLNS from which to choose. If none are acceptable to RLNS, they will furnish a list and RYRS will choose. In the event that this is not successful, RYS and RLS will seek the arbitration of a Zabla of (three) shluchim, whose decision shall be halachically and legally binding. Neither party shall seek any recourse in any other venue unless the other party refuses to participate promptly (within 10 days) in such a Zabla, or if said Zabla confirms in writing that the other party is not adhering to its decision.

① RLS reserves the right to terminate RYRS in the following manner. In certain cases, spelled out below, this termination will be immediate after verification by a Zabla of shluchim - who shall convene within one week of RLS' request - of the (significant/continued) breach or violation by RYRS. If RYS delays this Zabla by more than one week, he forfeits his right to this verification

and the termination will take effect without it. If none of these "automatic termination" offenses are committed, RLS shall not fire RYRS without a presentation and deliberation before a Beis Din (Zabla) who will concur with the termination in writing. If RYS delays the Zabla by more than one week, then RLS may go before any Beis Din of his choice to confirm this termination, and it shall then immediately take effect.

In the case of termination spelled out above, which shall mean firing (*piturin*), RYRS shall be given a minimum notice of 30 days and their compensation shall be one month's compensation per year of employment (as of this agreement) but in no case more than a maximum of six months' compensation.

The violations for which RYRS can immediately be terminated as above by RLS are:

- 1) Consistent failure to deliver a significant monthly duch report (of one page minimum).
- 2) Failure to convey in a reasonable time (within one week) any contributions received by RYRS/ChabadGW as outlined above.
- 3) Delaying the immediate transfer of any data requested by RLNS. Immediate shall mean within one week, or sooner if such delay (which is within the control of RYRS) would have any adverse effect on RLS/AFL/LCW.
- 4) The opening, or the causing by RYRS to be opened, directly or otherwise, of any legal/organizational entity or organizational (any non-personal) bank account without express prior approval in writing by RLS.
- 5) Purchasing, obtaining, or causing the purchase of - or obtaining of - any property, with whatever funds, for the use of ChabadGW activities or similar use without the advance, express, written consent of RLS to its purchase and precise legal ownership, which shall be AFL/LCW or other entity as designated by RLS.

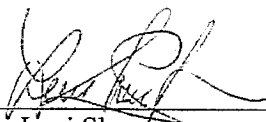
② RYRS agree that, in the event of termination of employment by RLNS for whatever reason, as spelled out above, and which they agree shall include the immediate removal of their status as shlichim, or in the event of the conclusion of their shlichus by their own choice, they will not enter into employment or arrangement - of whatever scope or duration - with any Chabad-Lubavitch entity or any other institution, performing similar work, anywhere in DC, or suburban MD or VA. Upon completion of their employment by AFL/LCW/RLS, either due to their own choice or their termination (firing) by RLS in the manner spelled out above, RYRS agree to conclude their operations at GWU peacefully within 30 days of notification, and without causing any damage or discomfort to RLNS or AFL/LCW, or interfering with any arrangement or subsequent decision made by RLS in connection with GWU or any other activities over which RLS has authority. In this situation, RLNS agree to transition RYRS as smoothly as possible, and both parties agree to maintain the dignity and confidentiality of the other. Should this be compromised, RYRS will forfeit any severance payment which may be due them. Additionally, RYRS agree that RLS may use any reasonable and necessary means (not precluded by this contract) to implement the terms of this agreement.

In the event RYRS are not terminated as above and nevertheless do not receive agreed upon compensation and reimbursements as indicated above for a period exceeding 60 days from the date such funds are due, they will then be permitted to raise funds above and beyond the limitations spelled out in this agreement until such obligations are paid. These funds will be promptly deposited with AFL/LCW, and disbursed within one week of receipt, solely to pay for those unfulfilled obligations to RYRS and for no other purpose. If these funds are not disbursed in this way, and this will be verified by a Zabla of shluchim with a fifteen day notice given to RLS, or if obligations to RYRS by AFL/LCW are not fully met for a period of six months, then RYRS will be permitted to open a separate and independent account (and corporation) exclusively for ChabadGW operations. This will be permitted only if RLS is notified in writing 45 days in advance of the date on which these obligations will become six months past due, with specific indication of the relevant amount, and after verification by a Zabla of shluchim in writing that this is indeed accurate. If RLS delays the Zabla for more than 10 days, then his right to such Zabla for this purpose will be waived. This paragraph shall not contradict or nullify the general authority of RLS or any policies of AFL/LCW as per that authority. In any event, RYRS shall not deviate from the terms of this agreement regarding minyanim, save for his attendance being required. AFL/LCW shall remain his sole place for davening.

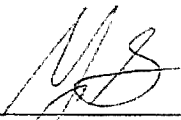
③ This agreement intends to fulfill the Psak Din (rabbinical ruling) of 13 Sivan 5771, but anything clearly indicated in this agreement shall supersede any contradiction with that ruling.

RYRS agree to hold harmless RLNS/AFL/LCW and waive any liability by RLNS/AFL/LCW in any occurrence or issue in connection with their employment.

④ The above terms and conditions are agreed to in conformance with the laws of, under the jurisdiction of, and enforceable in the District of Columbia.

 8/6/12

Rabbi Levi Shemtov
on behalf of RLNS/AFL/LCW

 8/6/12

Rabbi Yehuda Steiner
on behalf of RYRS