

May 9, 2025

VIA ELECTRONIC MAIL

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Re: Response to your May 8, 2025 letter re Hareni

Dear Ms. Rosenfeld and Mr. Selver:

As counsel to Yeshiva University, I write in response to your letter of May 8. Ironically, your letter repeatedly illustrates the fundamental and ongoing breach of the Settlement Agreement by your own clients. In the Agreement, they committed to be bound, like all student clubs, by Yeshiva's religious authorities, the Roshei Yeshiva. And the approved guidelines on which the agreed-upon settlement was explicitly based (in Exhibit B) placed the club under traditional orthodox auspices, operating according to Halacha.

Yet, since the announcement of the club—and culminating in the event organized by your clients just last evening—your clients have misrepresented the club, ignored the guidance of the rabbis, violated the rules of the Office of Student Life, and have publicly stated that they will not follow the rabbis' direction as to how to keep this club true to its core mission. For these reasons, as you may have seen, the Roshei Yeshiva have now determined that the Hareni club will be discontinued. Without responding point-by-point to all the inaccuracies in your letter, let me describe a series of serious breaches of the Agreement by your clients.

1. Those breaches started at the very beginning, with the way your clients announced the formation of Hareni as a continuation of the Pride Alliance. The Settlement Agreement, which established a new club called Hareni, was based on the approved guidelines (at Paragraph 2 and Exhibit B) which specify that the rabbinically-approved club would assist students "in their journey in living an authentic Torah life, ... built upon a foundation of uncompromising Halacha." But the Pride Alliance was never aligned with these goals, and that is why we were in court these past years.

Indeed, although we entered into this agreement in good faith to create a space for our students that would assist them in their personal journeys, Hareni from the start misrepresented the club, claiming and acting from the beginning of its founding that it is simply the Pride Alliance under a new name. In fact, in the New York Times article reporting the settlement, your clients were cited as saying that, as part of the settlement, “the Pride Alliance would be renamed Hareni.” Liam Stack, *Yeshiva Univ. Recognizes L.G.B.T.Q. Club After Lengthy Battle*, N.Y. TIMES (Mar. 20, 2025). This, of course, was never part of the settlement.

But the students continued fostering this untruth by taking on the Pride brand, including renaming the Pride Alliance social media account, thus keeping all of its past posts and images that run counter to the rabbinically approved guidelines of Hareni. Indeed, the YU Commentator reported that, only “[m]inutes after the agreement was announced,” your clients changed “the Pride Alliance’s student WhatsApp group name ... from ‘YU Pride Alliance’ to ‘Hareni.’” Sruli Friedman, *YU and Pride Alliance Reach Settlement, Ceasing All Litigation and Establishing a New Club “Hareni”*, THE COMMENTATOR (Mar. 20, 2025). On the newly rebranded YU Pride Alliance Instagram account, moreover, the former co-presidents of YU Pride Alliance announced that “we [YU Pride Alliance] are now an official club at YU” and “will go forward using the club name Hareni.” They closed the post with a Pride flag emoji and the words “[w]ith pride.”

2. A further series of breaches occurred in the way your clients responded to the Roshei Yeshiva’s April 10 directive regarding Hareni’s operations—which was itself a response (among others) to the breaches identified in the prior paragraphs. As your letter points out, the Settlement Agreement provided (at paragraph 3 and Exhibit A) that Hareni would operate consistent with all other undergraduate student clubs at Yeshiva, which requires them to follow the rabbinic guidance like all other undergraduate clubs—i.e., that Hareni would operate “within the framework of Halacha—as all other student clubs.”

As you know, for Yeshiva, what does or doesn’t fall within “the framework of Halacha” is quintessentially a religious question, one that must be decided on an ongoing basis by the Roshei Yeshiva. That is why the joint statement required by the Agreement specified that Hareni must “operate in accordance with the approved guidelines of Yeshiva University’s senior rabbis.” And that is why your clients were required to commit—in the very first paragraph of the Agreement—to contribute to a “campus culture based on Torah values as guided by the Roshei Yeshiva.”

And it was pursuant to that express authority that the Roshei Yeshiva issued its April 10 directive, containing more granular directions, in order to guide the club and make clear its purpose which specified (among other things): (1) that club announcements must acknowledge that “This club is for students who seek to fully maintain traditional halachic standards of sexual morality, as defined by the

Shulchan Aruch”; (2) that “Pride flags, symbols and emojis” must be avoided; and (3) that events that are “primarily social and recreational in nature ... will not be approved.”

Unfortunately, rather than keeping their agreement to be subject to the rabbis’ spiritual and religious direction, your clients responded to this directive with contempt. For example, in a May 6 editorial in the student newspaper, Hareni’s co-presidents wrote that, contrary to the rabbis’ directive on social events, “[a]s a club, we plan to hold social events just as every club at this university has the right to.” As you know, social and recreational events were specifically excluded from this club from the beginning. But in your letter and in their article, Hareni’s leaders said they will not adhere to the rabbis’ guidelines and will do social and recreational events anyway.

Your clients also specifically refused to include on posters and communications the rabbis’ required acknowledgement about sexual morality—calling the rabbis’ directive “egregious.” Your clients then expressed their own theological disagreement with the substance of that acknowledgment, writing that the rabbis’ simple call for maintaining “traditional halachic standards of sexual morality” improperly “equat[es] an identity with sexual immorality” and thus “sexualizes students and forgets every other aspect of them as a person.” Such statements are obviously inconsistent with your clients’ commitment (in paragraph 2) to “run” the Club “in accordance with the approved guidelines” of the Roshei Yeshiva.

Also in direct contravention of the rabbis’ April 10 directive, your clients retained multiple pride flags on their publicly available Instagram account.

3. Another series of breaches occurred in connection with the event your clients hosted last night. As your clients know, the first touchpoint of Yeshiva’s approval and oversight for all student groups and events is the Office of Student Life, which has frontline responsibility for implementing rabbinic directives for student clubs. Yet your clients repeatedly attempted to circumvent that Office’s processes, first refusing to make adjustments to their proposed event, as directed by rabbinic leadership, then seeking to change the club event to a faculty event. When that failed and they shifted the event off-campus, they were told by the Office that they must avoid using the Yeshiva name or otherwise suggesting the event had been approved by Yeshiva. Yet your clients flouted that directive by using the Yeshiva name in their advertisements, by identifying Hareni as the sponsoring organization, and by touting the event as the “inaugural event” of “YU’s official LGBTQ club.”

Consistent with their earlier article, moreover, your clients failed to include in their advertisements the notice that the Roshei Yeshiva required any time the

Hareni name was used—i.e., referring to helping “students who seek to fully maintain traditional halachic standards of sexual morality ...”

In short, despite the Roshei Yeshiva’s directions, and despite their efforts—in their April 10 letter and otherwise—to allow Hareni to reform itself from within, your clients have repeatedly second-guessed and opposed Yeshiva’s spiritual leadership. Indeed, your clients have treated Yeshiva’s spiritual leaders with utter disdain.

Contrary to the assertions in your letter, moreover, the Settlement Agreement cannot reasonably be interpreted to exempt Hareni from the Roshei Yeshiva’s jurisdiction and spiritual leadership. That is a blatant violation of Yeshiva’s religious autonomy and makes Hareni different from all other clubs, all of which are under the religious authority of the rabbis. And again, it is a violation of your clients’ explicit agreement in the Settlement Agreement to follow the guidance of the Roshei Yeshiva.

As a professional courtesy, I am willing to meet and confer with you at a mutually convenient time, with a view to (a) identifying additional violations of the Agreement by your clients, and (b) helping you better understand the Halachic principles that lie at the core of Yeshiva’s undergraduate religious mission.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gene Schaerr", with a stylized flourish at the end.

Gene Schaerr
Counsel for Yeshiva University