The Beth Din of America takes confidentiality very seriously. Before publishing any case, we modify key details to protect the identities of all parties involved. Names, dates, locations, and other identifying information are changed or omitted, and certain unique facts may be altered. For example, the industry in which the dispute took place is often modified.

י׳ תמוז תשפ״ו
June 25, 2026

Psak Din - Rosenberg v. Rosenberg

The Beth Din of America, having been chosen by the parties as arbitrators pursuant to an arbitration agreement (the "Arbitration Agreement," attached hereto as Exhibit A) dated as of January 15, 2026, between Jerry Rosenberg, with an address at 14 Pembrook Lane, North Bergen, New Jersey 07047 ("Jerry"), and Elizabeth Rosenberg, with an address at 83 Kessler Road, Cherry Hill, New Jersey 08002 ("Elizabeth"), to submit for a binding decision with respect to financial aspects of the dissolution of their marriage, hereby decides as follows:

Facts

Jerry and Elizabeth were married in 1997. They share three adult children. The parties separated on September 15, 2022, with Jerry vacating the marital residence in Cherry Hill, New Jersey. From that day onwards the parties ceased to live together, with each party residing separately in anticipation of their divorce.

Jerry gave a *get* on January 19, 2025. There were several attempts to mediate a settlement of the parties' finances, but none succeeded. No civil divorce has been filed to date. The issue before the Beth Din is the distribution of the parties' marital property and Elizabeth's claim for alimony.

As of the hearing, Jerry retains control over the marital assets and acknowledges that no distribution of assets has been completed.

Disputes

The parties disagree over how to divide their marital property and dispute the extent to which Elizabeth is entitled to alimony, as below.

Method of Distribution of Marital Assets. Elizabeth argues that the parties' marital assets should be distributed according to principles of equitable distribution, as provided for by New Jersey law. Jerry counters that the marital assets should be divided according to Jewish law: Elizabeth should receive her *ketubah*, and recover the property she brought into the marriage, but nothing else.

Jerry does recognize that practically and as a *pesharah* it may be appropriate for Elizabeth to receive certain assets in excess of basic Jewish law. But he insists that such a concession or award would reflect a generous accommodation rather than Elizabeth's halakhic entitlement. Accordingly, the vast majority of the marital property should be distributed to him.

Cutoff Date for Equitable Distribution. Under principles of equitable distribution, income earned by the parties after filing for divorce typically becomes separate property of the spouse who earned it, even before the divorce is certified. Because this dispute was brought to *beit din*, neither party filed for civil divorce in New Jersey, even as of the date of the *beit din* hearing. Elizabeth argues that she is entitled to half of Jerry's income up until the date of the *get* on January 19, 2025, as there has been no civil divorce filing.

Jerry counters that August 16, 2022 should be designated as the cutoff date. He testified that that date marks the moment when he and Elizabeth had a pivotal argument that revealed the irreparable breakdown of the marriage and left no realistic path to reconciliation.

Alimony and Elizabeth's Family Trust. Elizabeth seeks alimony payments of $100,800 annually, reflecting 25% of Jerry's expected yearly income of $403,200. Jerry argues that Elizabeth is not entitled to alimony under Jewish law. And even under New Jersey law she should not be eligible since she has demonstrated her ability to meet her living expenses since the separation—she has ongoing access to financial support from her family and she has a skillset to become employed.

Elizabeth is a co-beneficiary of a family trust (along with four other beneficiaries) of which she now serves as a trustee. Jerry argues that she is entitled to significant distributions from the trust in the future, when the grantor dies, and that future entitlement should count as imputed income to Elizabeth to reduce any alimony obligation.

In addition, Jerry argues that Elizabeth is entitled to draw a salary for managing the trust, and even though she has declined to do so, that income is available to her and should reduce any alimony obligation. Jerry also suggests that the trust should weigh on any determination of equitable distribution, since Elizabeth stands to receive a substantial distribution from its assets.

Elizabeth counters that her earning capacity is severely limited. Before the marriage, she briefly worked as a graphic artist, but that field has undergone complete technological transformation in the meantime. Having left the profession upon marriage, and having relocated several times during the marriage for Jerry's career, she lacks the technical skills and the professional continuity necessary to re-enter the field without substantial retraining. Additionally, seeking employment now would require significant lifestyle changes due to her current commitment to provide regular childcare for her grandchildren.

Elizabeth acknowledges that since their separation she has received regular payments from her brother in order to maintain her standard of living. But she explains that these payments are loans and should not be considered supplemental income or a substitute for alimony. She maintains that she was left without access to funds after separating from Jerry and had no choice but to take on debt. In support of the loan characterization, Elizabeth produced a text message exchange with her brother in which he refers to the payments as loans and she acknowledges her obligation to repay. Elizabeth further notes that her financial position is in fact worse than it appears on the surface, as she has been racking up debt since the separation.

Jerry counters that while these payments are characterized as loans in the text exchange, they bear none of the hallmarks of a genuine arms-length obligation: there is no promissory note, no interest, and no repayment schedule. Jerry contends that the text message exchange produced by Elizabeth characterizing the payments as loans to be repaid was generated in the context of anticipated litigation. In substance, these payments are gifts, and should be treated as supplemental income for purposes of calculating alimony.

With respect to the trust itself, Elizabeth argues that this is her separate property and therefore excluded from considerations of equitable distribution of marital property. With respect to its bearing on alimony, it remains only a future right to distribution upon the death of the grantor, and therefore it has no bearing on her present alimony request. She concedes that alimony payments should end upon the death of the grantor when she receives her portion of the funds.

With respect to her right to compensation for managing the trust, Elizabeth responds that her role as trustee does not entitle her to significant compensation because her responsibilities for the trust require only *de minimis* work.

Finally, Jerry argues that alimony should not be calculated based on an assumption that he will earn $403,200 per year, since his precise future income is unpredictable. Past earnings, which form the basis for her calculation, included bonuses that are not guaranteed year to year.

Commingled Retirement Accounts. According to Jerry, 25.46% of the value of one of his retirement accounts is attributable to contributions he made prior to the marriage. Jerry presented an accounting dating back to before the marriage, to March 1996, which he says demonstrates that at that time he held retirement assets in the amount of approximately $32,500. Those assets were ultimately rolled over during the marriage into another account held in his name. After the rollover, Jerry made contributions to that account from his marital earnings. He argues that the pre-marital portion should be treated as his separate property. Based on his calculation, the pre-marital portion of the account constitutes $502,400 of the $1,974,000 current balance.

In addition, Jerry inherited approximately $124,000 from his uncle, the bulk of it in 2017. He maintains that while he deposited these funds into a marital account, the amounts can be traced and therefore should qualify as his separate property.

Proceeds from Sale of Partnership Interest. Elizabeth contends that Jerry's 2019 sale of his minority interest in Elmwood Reprographics, LLC, a commercial printing business in which he held a 30% stake, was conducted at an artificially depressed valuation. She argues that Jerry negotiated the buyout with his co-owners under terms that substantially undervalued his interest, and that the proceeds deposited into the marital estate, approximately $87,000, did not reflect the fair market value of his stake at the time of the transaction. She requests that the Beth Din investigate the terms of the sale and, if it concludes that the interest was undervalued, treat the difference as a marital asset subject to equitable distribution.

Discussion and Decision

Torah Law and Equitable Distribution

Jewish law and New Jersey law differ in the conception of marital property and its division upon divorce. Jewish law awards the wife her *ketubah* and returns property the wife contributed to the marriage back to her upon divorce.[1] New Jersey law awards the wife an equitable portion of the entire marital estate as well as fixed payments in alimony. As New Jersey courts have explained, the equitable distribution statue,

> "gives recognition to the essential supportive role played by the wife in the home, acknowledging that as homemaker, wife and mother she should clearly be entitled to a share of family assets accumulated during the marriage. Thus the division of property upon divorce is responsive to the concept that marriage is a shared enterprise, a joint undertaking, that in many ways it is akin to a partnership."[2]

Jewish law often incorporates the commercial practices of society where the practice is prevalent and common, and especially where the parties have organized their commercial affairs relying upon it.[3] Some authorities argue that when a Jewish couple executes a civil marriage certificate in addition to their halakhic marriage, they accept the economic terms of the civil union, which views marriage as an economic partnership.[4] Others point to the prevalent practice among contemporary Orthodox Jews to divide their marital estate upon divorce according to principles of equitable distribution.[5]

In the instant case, all the evidence suggests that the couple structured their economic partnership pursuant to the common practice. They executed a civil marriage alongside their halakhic marriage; they shared title to the marital home recording both of their names on the deed; their bank accounts list both parties as owners; there was no attempt to record or track *nikhsei melug* and *tzon barzel* (two types of marital property under Jewish law). The parties' numerous settlement discussions and proposals leading up to this *din Torah* (including those initiated and endorsed by Jerry) all assumed a framework of equitable distribution rather than the rules of *Even Ha-Ezer* (the section of the *Shulchan Aruch* that includes the laws of marriage).

Jerry asserts that no such *minhag* was prevalent in the Jewish community in 1997 when he married Elizabeth, but he fails to provide empirical evidence in support of his claim. The Beth Din is skeptical of Jerry's factual assertion, and the burden of proof falls upon the party seeking to depart from the common practice.[6]

Even if, *arguendo*, we were to grant that no such practice existed back when the couple married, there are nevertheless halakhic grounds for the present practice to govern the dissolution of the parties' marital finances. The idea that a commercial *minhag* should bind only when it was in force when an agreement was entered into assumes that the normative force of *minhag* arises through an implicit understanding of the parties to incorporate the practice as a term in their agreement. However, there are equally compelling halakhic grounds to view a widespread commercial practice as a type of communal ordinance (*takanat ha-kahal*) adopted through a

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[1] See Pitchei Choshen Ishut, Chapter 7 (discussing the *ketubah*) and Chapter 8 (discussing *nikhsei melug* and *nikhsei tzon barzel*, categories of marital property).

[2] Rothman v. Rothman (N.J. 1974).

[3] Rabbi Itamar Rosensweig, "Minhag Ha-Sochrim: Jewish Law's Incorporation of Mercantile Custom and Marketplace Norms", *Journal of the Beth Din of America* (2023).

[4] See, e.g., Responsa Chavalim Be-Ne'imah Vol. 5 Even Ha-Ezer no. 34:

נראה במדינה זו שע״פ דין הממשלה יש לאשה חלק שווה ברכוש הבעל וכל מי שחותם שטר נישואין יודע זאת ועל זה הוא חותם ברצונו, הרי זה שותפות גמורה... שכן המנהג והכל נוהגים כן.

[5] See Rabbi Mordechai Willig, "Equitable Distribution and the Enforceability of Choice of Law Clauses in Beit Din", *Journal of the Beth Din of America* (2023), pp. 32–34.

[6] See *Yerushalmi Bava Metzia* 7:1.

community's daily conduct and behavior. According to this view, a commercial practice that became prevalent during the marriage could still govern the dissolution of their marital property upon divorce, even if it wasn't implicitly incorporated at the time of their marriage.[7]

Furthermore, and separate from *minhag*, some authorities recognize via *dina de-malkhuta dina* certain statutes passed by the jurisdiction on the theory that when a Jewish community adopts through its practice a law passed by legislature, the relevant law attains the status of an ordinance adopted by the Jewish community itself (*takanat ha-kahal*).[8]

Section 3(e) of the Beth Din's Rules and Procedures provides:

> "In situations where the parties to a dispute explicitly or implicitly accept the common commercial practices of any particular trade, profession, or community — whether it be by explicit incorporation of such standards into the initial contract or arbitration agreement or through the implicit adoption of such common commercial practices in this transaction — the Beth Din will accept such common commercial practices as providing the rules of decision governing the decision of the panel to the fullest extent permitted by Jewish Law."

Given the overwhelming practice of contemporary couples in the Orthodox community to divide their marital property upon divorce pursuant to principles of equitable distribution and Jerry and Elizabeth's own election to structure their marital assets as joint property, the Beth Din finds that the dissolution of the parties' marital property should follow principles of equitable distribution and spousal maintenance.

Based on the foregoing, the marital assets should be split between them, with each spouse presumptively entitled to half of the marital assets, subject to the discussion below as it pertains to valuation of specific assets.

Specific Asset Related Matters

1. Pembrook Property

In 2024, after the couple separated, Jerry purchased 14 Pembrook Lane in North Bergen, New Jersey for $726,000 using marital funds. The exact appreciation since the purchase is unknown, but Elizabeth argues that its current market value has risen to approximately $748,000. This figure is based on a report presented to the Beth Din originating from an online valuation tool. Jerry counters that any supposed appreciation is speculative and insignificant and should be disregarded.

The Beth Din rules that the appreciation of 14 Pembrook Lane should be split between the parties. The estimate of $748,000 is fair and reasonable given other online valuations of the property. In addition, the Federal Housing Finance Agency House Price Index for New Jersey

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[7] For discussion about the various grounds of *minhag ha-sochrim*, see Rabbi Itamar Rosensweig, "Minhag Ha-Sochrim", 58-67.

[8] R. Yosef Henkin, *Hapardes* 31 Vol. 7; Shmuel Shilo, *Dina De-Malkhuta Dina*, p. 147.

reports an approximately 8% increase in the market price of residential homes in New Jersey over the past year, consistent with this imputed increase.[9]

2. Cutoff Date for Equitable Distribution

Both Jewish law and American law set a *terminus ad quem* for the economic partnership of marriage, a point at which the financial partnership of marriage is terminated. If *minhag* governs the distribution of marital property, it should also determine the cutoff date. New Jersey courts generally look to the date of the divorce filing.[10]

Often, however, couples who arbitrate their divorce in *beit din* don't get around to filing for civil divorce until later in the process, in which case the date of the divorce filing fails to demarcate a legally significant stage of the marriage's dissolution. In the present case, for example, Elizabeth received her *get* prior to the filing of any civil divorce. Surely the economic partnership of marriage cannot continue after the marriage itself has concluded.[11] For such cases, it becomes necessary to settle on a different date.[12]

One could look to the date the wife received her *get*, i.e., the actual dissolution of the marriage. Or to the date of the arbitration agreement (*shetar berurin*). Or to the date of the *hazmanah*. Each of these dates faces certain difficulties. The date of the arbitration agreement or the *hazmanah* often reflects arbitrary procedural quirks rather than a substantive stage of economic separation. And looking to the receipt of the *get* ignores the halakhic case law demonstrating that the substantive and economic partnership of marriage terminates at a point in time that precedes the delivery of the *get*.

Jewish law places significant weight on the resolute decision to get divorced (*natan enav le-garshah*). From this moment onwards, a chorus of authorities hold that various legal aspects of the marriage have been dissolved. The Talmud writes that the couple is prohibited from engaging in marital relations from that moment onwards.[13] Tur rules that the couple is required to separate their domicile and live separately from that moment.[14] Maharshal argues that from that moment neither party would sit *shivah* for the other.[15] And Rashbam rules that, from this moment, the husband no longer inherits his wife's property if she predeceases him. Rashbam supports his legal conclusion from the Talmud's position that a husband is no longer entitled to income generated by the wife's assets from the moment he decides to divorce.[16] This is based on R. Shimon's position in the Talmud that a husband loses his right to benefit from his wife's property

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[9] The Federal Housing Finance Agency House Price Index for New Jersey, as reported by the Federal Reserve Bank of St. Louis, tracks changes in the average value of single-family homes over time, utilizing data from Fannie Mae and Freddie Mac mortgage transactions.

[10] See *Painter v. Painter*, 65 N.J. 196 (N.J. 1974).

[11] *Id.* ("Reading the act literally, the terminal point would seem to be the day the judgment of divorce is granted. Such an interpretation, however, presents practical obstacles. If that date were to be adopted a bifurcated trial would be required in most cases. It would normally not be practicable to introduce at the trial, evidence as to the value of assets determined as of that day. Such a rule, resulting in duplicitous hearings, should be avoided if possible.")

[12] See Smith v. Smith, 72 N.J. 350 (1977).

[13] Talmud Bavli *Gittin* 90a; *Shulchan Arukh Even Ha-Ezer* 119:2.

[14] Tur *Even Ha-Ezer* no. 119; *Mishneh Le-Melech Gerushin* 10:21.

[15] Yam Shel Shlomo *Gittin* 2:4: דין מי שמתה אשתו מתוך הקטט, והיה בדעתו לגרשה, אין צריך להתאבל עליה לישב ז' ימי אבילות.

[16] Rashbam *Bava Batra* 146a s.v. naflah: דכיון דהיה בדעתו לגרשה... ובתוך כך מתה קודם שנתפייסו, אינו זוכה בירושה.

from that moment.[17] These positions reflect the perspective that some dissolution of the marital partnership occurs from the moment the parties have resolute conviction to divorce, prior to the execution of the *get*.[18]

Returning to the instant case, the parties separated on September 15, 2022, when Jerry vacated the marital residence in Cherry Hill, New Jersey. This date provides us with a firm demarcation for the resolution to divorce which culminated in Elizabeth receiving her *get*. Thus, for the purpose of determining the cutoff date for equitable distribution, the Beth Din believes that September 15, 2022 provides us with the most reasonable date to objectively anchor their decision to divorce in the absence of a civil divorce filing.

Accordingly, Jerry is entitled to retain for himself wages earned after September 15, 2022. His obligation to pay alimony shall begin at that same date.

3. Business Sale

Elizabeth asks the Beth Din to scrutinize Jerry's 2019 sale of his minority interest in Elmwood Reprographics, LLC and to determine whether the proceeds underrepresented the fair market value of his stake. After reviewing the materials submitted by the parties, including the operating agreement, the buyout documentation, and Jerry's contemporaneous correspondence with his co-owners, the Beth Din declines to disturb the transaction. The sale was negotiated at arm's length among sophisticated parties with the assistance of counsel. The purchase price, while modest, was seemingly consistent with the company's financial condition at the time, and there is no credible evidence that Jerry accepted below-market terms, whether to disadvantage Elizabeth or for any other improper purpose. Accordingly, no separate adjustment is warranted.

4. Commingling

Assets can lose their status as separate property if it is clear that the party who originally held the assets intended to donate them to the marital estate. Often, that intent can be discerned if the assets were commingled with marital assets. New Jersey courts have sometimes found no donative intent even when assets were commingled, but those cases have tended to be restricted to situations where the commingling was brief and there is clear evidence that the original owner of the asset never intended to deprive the asset of its separate nature.[19] To be sure, the duration of the commingling is not the only relevant factor. In one case involving long-term commingling of assets, a New Jersey court concluded there was no donative intent where, “the record evince[d] a clear intention to return that sum to plaintiff or her family. As defendant candidly acknowledged, the parties ‘always had the feeling that [the money] had come from her family and as a result of her efforts before marriage and eventually would be returned.’ By defendant’s own testimony, it was clear that the money, although not segregated, was not intended as a gift.”[20]

In this case, Jerry’s premarital 401k funds and 2017 inheritance were commingled with marital funds and there is no evidence at all that Mr. Rosenberg intended to keep these funds separate. Mr. Rosenberg’s accounting regarding the value of the retirement funds at one point in time

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[17] See *Gittin* 18a: אמר רבא: מאי טעמא דר״ש? קסבר: כיון שנתן עיניו לגרשה, שוב אין לו פירות.

[18] See Rabbi Itamar Rosensweig, *Mitzvat Gerushin*, *Beit Yitzchak* 50 (6785), pp. 120–130.

[19] See, for example, *Dotsko v. Dotsko*, 244 N.J. Super. 668 (App. Div. 1990), where the court held that depositing separate funds into a marital account before withdrawing the funds 18 days later does not constitute donative intent.

[20] *Wadlow v. Wadlow*, 200 N.J. Super. 372, 380–81 (App. Div. 1985).

hardly constitute evidence of the separateness of the property. We believe that Mr. Rosenberg's decision to merge these funds with marital accounts and to keep them there throughout the long duration of the marriage evidence a clear intent to treat these assets as marital.

Based on the foregoing, we conclude that both the premarital 401k funds and the 2017 inheritance were sufficiently commingled to draw the conclusion that they were donated to the marital estate. Those appreciated funds are therefore subject in their entirety to equitable distribution.[21]

Equitable Distribution

We turn now to the assets and accounts that require allocation among the parties. The following accounts are subject to equitable distribution:

Account	Named Holder	Value as of 6/1/2026
North Bergen Property	Husband	$748,000 (value per psak)
Fidelity Brokerage Account	Husband	$412,500
TD Ameritrade Brokerage Account	Wife	$318,750
Husband's Combined Retirement Accounts	Husband	$5,012,000
T. Rowe Price IRA	Wife	$689,000
Total		$7,180,250

Actual equitable distribution of the assets should be based on their current value.

As set forth above, contributions made by Mr. Rosenberg after September 15, 2022, and appreciation of those contributions based on the actual appreciation of the accounts that held those funds, will need to be deducted from the total. No adjustment should be made for commingled assets.

Alimony

Based on the evidence presented, it is evident that Jerry has a greater earning capacity than Elizabeth, and that Elizabeth requires support to maintain a standard of living similar to that enjoyed during the marriage. The panel believes such support should be provided by Jerry in accordance with prevalent and common practice, as previously discussed in relation to equitable distribution. Although New Jersey law does not prescribe a strict formula for alimony calculations, courts consider various factors related to the marriage and the financial circumstances of both parties. Consistent with practices in other states and prevailing custom in New Jersey, it is generally understood that a yearly alimony payment of 20–30% of the difference between the parties' expected earnings serves as a useful guideline. While this panel

[21] See, however, the related discussion below in the section of this psak covering alimony.

believes that this formula reflects common practice and should be applied, we note that adjustments are necessary based on specific factors relevant to the case at hand.[22]

The panel recognizes that the nature of Jerry's work is such that a substantial portion of his salary comes from a bonus, the amount of which is inconsistent from year to year, and that the gross income reported on his 2022, 2023, and 2024 tax statements may not be the best number to use to project his future earnings. The panel rejects the notion that Elizabeth must make the lifestyle choices necessary to enter the job market or the notion that she must modify her standard of living from that which she was accustomed to during the marriage.

While both parties agree that Elizabeth's family trust is not a marital asset, the parties debate its relevance to alimony. First, it is clear to us that Elizabeth, by custom and law, is entitled to receive a salary for managing the trust. The trust's grantor is no longer capable of managing its affairs, and Elizabeth has stepped in to serve as trustee in that capacity. Although Elizabeth has chosen not to take such a salary and may continue to choose not to receive such a salary in the future, we impute a salary at a customary level for purposes of calculating alimony.[23]

We also address the dispute regarding Elizabeth's receipt of funds from her brother during the separation. Jerry argues that these payments are gifts in substance, pointing to the absence of formal loan documentation and the family relationship between the parties. Elizabeth produced a text message exchange in which her brother refers to the payments as loans and she acknowledges her obligation to repay them. Unlike Jerry's notes regarding his pre-marital retirement assets, a self-serving unilateral record, the text exchange here reflects a contemporaneous communication between two parties, each acknowledging the loan character of the transaction. We find that the informal nature of a family loan does not alone establish donative intent, and we accept Elizabeth's characterization that these payments constitute loans which she is obligated to repay. They are not treated as supplemental income for purposes of this calculation.

The more significant issue relating to the trust is whether its existence, and the fact that Elizabeth stands to receive substantial distributions at some point in the future, diminishes her need for alimony at this time. In our view, despite Elizabeth serving as trustee and being one of the trust's named discretionary beneficiaries, since she cannot compel a distribution the trust is not considered an asset owned by her for purposes of calculating an appropriate alimony figure.[24]

But given the trust's considerable size and potential to substantially alter Elizabeth's financial situation upon the grantor's passing, it would be inequitable to ignore its future impact entirely. This is especially true in light of our ruling above rejecting Jerry's claim to retain his inheritance money as separate property. We concluded that his commingling of those funds evidenced donative intent, subjecting them to division in the marital estate. Ignoring the trust would create a

[22] In the state of New Jersey, alimony is determined based on fourteen statutory factors set forth in N.J.S.A. §2A:34-23, including "any other factors which the court may deem relevant."

[23] Under the New Jersey statute, a trustee is entitled to payment of "$5.00 per thousand dollars of corpus value on the first $400,000.00 of value of corpus and $3.00 per thousand dollars of the corpus value in excess of $400,000.00." See N.J.S.A §3B:18-25 (2023).

[24] See *Tannen v. Tannen*, 208 N.J. 409, 410 (2011), for example, where the court found that the wife could not compel the trustee to make distributions to her from the discretionary trust in question. On that basis, the court determined that the wife's interest in that trust was not an asset for the purpose of calculating alimony.

result whereby, in effect, Jerry is compelled to forfeit the benefit of his inheritance, which he brought into the marriage, while Elizabeth's future distributions from the trust are excluded from consideration in determining alimony. It is true that the trust is not currently an asset over which Elizabeth has control, and the prevailing legal and customary frameworks exclude it from immediate calculation. It is also true that Jerry commingled his inheritance with marital funds, thus evidencing donative intent. But those are technicalities, and they miss the greater equitable point: treating these respective inheritances so differently is fundamentally unfair. Instead, we believe that alimony should be structured to reflect not only present realities but also the eventual financial disparity that Elizabeth's distributions from the trust may create, ensuring that Jerry does not bear an undue and unjust burden.

After weighing the above factors, we order payment of alimony by Jerry to Elizabeth in the amount of $4,166 per month. This number is rooted in the specific accounting submitted by Elizabeth describing her current household expenses. We note that the amount is approximately one-half of Elizabeth's alimony claim. In our view, this number reflects a fair level of support after taking into consideration the equitable factors described immediately above. Alimony is due retroactively as of the date of dissolution of the marriage (as described above), and shall continue until the earliest of (a) June 30, 2036 or (b) the death of the grantor of the trust.

Alimony payments are based on the Beth Din's assessment of the parties' respective current incomes and earning potential at the time of this decision. Future changes in income may warrant a reassessment of the appropriate alimony amount.

Calculation of Payments

Both parties are ordered to provide to one another, within ten (10) days following the issuance of this psak, (i) updated account statements showing current balances on all accounts and (ii) an accounting of post-marital earnings deposited into the accounts following the date of dissolution of the marriage, together with bank records evidencing such deposits.

The parties shall work cooperatively with one another to promptly determine the precise amounts to be allocated to each party and methods of payment, based on the findings of this *psak*. If they are unable to do so within forty (40) days of the issuance of this *psak*, either party may advise the Beth Din of that fact and provide all relevant statements and documents to the Beth Din, and we will reconvene and order the allocation of assets.

This is an interim *psak*. The Beth Din retains jurisdiction to issue additional *psakim* going forward (particularly, but without limitation, to order specific allocation of assets if the parties are not able to calculate such allocation on their own).

Any request for modification of this award by the arbitration panel shall be in accordance with the rules and procedures of the Beth Din of America, the provisions set forth herein, and the arbitration agreement of the parties. The obligations set forth herein shall be enforceable in any court of competent jurisdiction, in accordance with the rules and procedures of the Beth Din of America and the arbitration agreement. Any provision of this agreement may be modified with the written consent of both parties. Except as otherwise indicated, all of the provisions of this decision shall take effect immediately.

IN WITNESS WHEREOF, we hereby sign and affirm this order as of the date written above.

Rabbi AA, Esq.	Rabbi BB	Rabbi CC