



## ***Vaad Hadin V’Horaah – Rules and Procedures***

The Vaad Hadin V’Horaah (the “Vaad”) is a forum where adherents of Jewish law and jurisprudence (Halacha) can submit their disputes and altercations for resolution in accordance with Halacha, while recognizing as well that many individuals conduct their business affairs in accordance with prevailing commercial standards, mores and customs.

These Rules and Procedures facilitate dispute resolution (i) in a manner consistent with Halacha and such Jewish core values as the diligent pursuit of justice and moral probity, and (ii) consistent as well with secular law requirements for binding arbitration (including, but not limited to the United States Arbitration Act, the Revised Uniform Arbitration Act and Article 75 of the New York Civil Practice Law & Rules), with the intent that the resolution of the dispute be enforceable in the civil courts of the United States of America, and the various states therein.

### **Table of Contents**

<b>1. General</b> .....	<b>3</b>
<b>2. Definitions</b> .....	<b>3</b>
<b>3. Jurisdiction of the Vaad to Arbitrate</b> .....	<b>4</b>
<b>4. Designation of Rosh HaVaad, Menahel and Dayanim</b> .....	<b>6</b>
<b>5. Initiation of Bais Din Process by Submission or Hazmanah</b> .....	<b>6</b>
<b>6. Intake Procedure</b> .....	<b>7</b>
<b>7. Din Torah Proceedings</b> .....	<b>8</b>
<b>8. Choice of Law</b> .....	<b>10</b>

<b>9.</b>	<b>Disclosure and Challenge Procedure.....</b>	<b>11</b>
<b>10.</b>	<b>Vacancies .....</b>	<b>11</b>
<b>11.</b>	<b>Time and Place.....</b>	<b>11</b>
<b>12.</b>	<b>Transcripts and Recordings.....</b>	<b>12</b>
<b>13.</b>	<b>Interpreter and Other Cases of Need.....</b>	<b>12</b>
<b>14.</b>	<b>Representation by Counsel/Toein.....</b>	<b>12</b>
<b>15.</b>	<b>Attendance at Proceedings.....</b>	<b>13</b>
<b>16.</b>	<b>Oaths.....</b>	<b>13</b>
<b>17.</b>	<b>Arbitration in the Absence of a Party.....</b>	<b>13</b>
<b>18.</b>	<b>Filing of Documents.....</b>	<b>14</b>
<b>19.</b>	<b>Inspection or Investigation.....</b>	<b>14</b>
<b>20.</b>	<b>Conservation of Property.....</b>	<b>14</b>
<b>21.</b>	<b>Termination of Din Torah Proceedings.....</b>	<b>15</b>
<b>22.</b>	<b>Reopening of Din Torah Proceedings.....</b>	<b>15</b>
<b>23.</b>	<b>Communication with Bais Din; Service of Process.....</b>	<b>15</b>
<b>24.</b>	<b>Decision and Time of Psak Din.....</b>	<b>16</b>
<b>25.</b>	<b>Form of Award.....</b>	<b>16</b>
<b>26.</b>	<b>Scope of Award and Sanctions.....</b>	<b>16</b>
<b>27.</b>	<b>Delivery of Psak Din to Parties.....</b>	<b>18</b>
<b>28.</b>	<b>Psak Din Appeal Process.....</b>	<b>18</b>
<b>30.</b>	<b>Application to Court.....</b>	<b>19</b>
<b>31.</b>	<b>Fees.....</b>	<b>19</b>
<b>32.</b>	<b>Expenses.....</b>	<b>20</b>
<b>33.</b>	<b>Deposits.....</b>	<b>20</b>
<b>34.</b>	<b>Waiver of Rules.....</b>	<b>20</b>
<b>35.</b>	<b>Expedited Proceedings.....</b>	<b>20</b>
<b>36.</b>	<b>Single Dayan Proceedings.....</b>	<b>21</b>
<b>37.</b>	<b>Oversight and Review.....</b>	<b>21</b>

## *Rules and Procedures*

### **1. General**

- a. These Rules and Procedures (the “Rules”), accessible on the Vaad's website at [www.hadin.org](http://www.hadin.org), govern any matter that appears before the Vaad for resolution.
- b. In case of any question, doubt or ambiguity relating to correct, proper interpretation, or application of the Rules and/or any particular article(s) therein, the Review Board (as described in Section 37) in its sole discretion shall resolve such question, doubt or ambiguity.
- c. By signing the arbitration agreement, the parties obligate themselves to adhere to the current and most recently updated version of these Rules as of the date that their arbitration agreement has been executed by both parties. The Rules document shall be available to the parties for review upon request by either party.
- d. In the event that one or more of the terms or provisions of the Rules is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Rules or invalidate or render unenforceable such term or provision in any other jurisdiction.
- e. Unless otherwise indicated, any and all reference in the Rules to “arbitration” shall refer to any dispute resolution method utilizing similar principles, and the Rules set forth herein shall be applicable equally to any of these modes of resolution.

### **2. Definitions**

- a. “Bais Din” means an arbitration panel (as described in Section 3, below) operating under the auspices of the Vaad.
- f. "Bais Din Process" means the various methods and/or stages of dispute resolution at the Vaad's disposal, including, but not limited to, the intake process, mediation, and Din Torah.
- b. “Board of Directors” has the meaning provided in Section 37.
- c. “Cherem” means excommunication under Jewish law.
- d. "Get" means a writ of Jewish divorce.
- e. "Get Meusah" means a Get given or accepted under duress. Such Get is, under various circumstances, Halachically invalid.
- f. “Dayan(im)” means arbitrator(s).
- g. “Din Torah” means an arbitration hearing.
- h. “Halacha” means Jewish law as interpreted by the Bais Din and Vaad.
- i. "Hazmanah" means a summons to a Din Torah.
- j. "Ksav Siruv" means official written notice by the Vaad or Bais Din, as applicable, confirming that an individual has refused, without valid Halachic justification, to participate in a Din Torah. Generally speaking, the Ksav Siruv will incorporate, as well, Halachic sanction for the other party/ies to the dispute to seek relief in secular court.
- k. “Menahel” means the Managing Director of the Vaad's day-to-day administrative affairs, as appointed by the Board of Directors (see Section 37).

- l. "Menahel of the Review Board" means the Managing Director of the Review Board, as appointed by the Review Board (see Section 37).
- m. "Psak Din" means a ruling or award issued by the Bais Din, whether interim, final, procedural, or injunctive.
- n. "Rabbinical Board" is defined in Section 37.
- o. "Review Board" is defined in Section 37.
- p. "Rosh Bais Din" means the head of a Bais Din panel convening under the auspices of the Vaad, as appointed by the Menahel.
- q. "Rosh HaVaad" means the Chief Executive Officer of the Vaad.
- r. "To'ein" means a rabbinic pleader.
- s. "Tokef Psak Din" means Bais Din's bestowing upon a negotiated agreement the Halachic imprimatur of Psak Din issued by Bais Din.
- t. "Vaad" means the Vaad Hadin V'Horaah, located at 61 S. Main Street, New City, NY 10956.
- u. "Yotzi V'Yiten Kesubah" or "Kofin Oso L'Hotzi" means a Psak Din sanctioning application of Halachic coercive force upon a recalcitrant spouse, to persuade him/her to give/accept a Get.
- v. "Zabl" means a scenario where each litigant chooses a Dayan, and those two Dayanim then choose a third Dayan to form an ad hoc *bais din*.

### 3. Jurisdiction of the Vaad to Arbitrate

- a. By executing an arbitration agreement or an agreement containing an arbitration clause providing for arbitration with the Vaad, the parties accept the jurisdiction of the Vaad to arbitrate their dispute. In addition, as described above in Section 1(c), by signing such an arbitration agreement/clause, the parties accept, as well, these Rules, including, but not limited to, any Rules relating to the provisions and execution of such agreement/clause. The Vaad shall have the right to interpret any and all clauses of the arbitration agreement (or arbitration clause, as applicable), and to determine the scope of the issues that have been referred to in such agreement/clause regarding what disputes shall be subject to arbitration.
- b. By signing such arbitration agreement/clause, the parties agree to be bound to the following Hebrew language Halachic formula (the intent of which is solely to enhance, insofar as is Halachically feasible, the Halachic validity of such agreement and attendant Rules, but not to impact in any form, way or manner on the content or intent of the various other clauses of such agreement or attendant Rules):

אנו מודים בזה שקבלנו על עצמנו בקנין ובאופן ובלשון היותר ראוי ומועיל, את כל סעיף וסעיף שבהסכם זה על נספחיו ועניניו, כל אחד לפי קנינו הראוי, בקנין מעכשיו, ובהתחייבות דלא כאסמכתא, ומבלי יכולת ליפטר בשום טענה ממיני אסמכתא, ובשום טענה שבעולם, בפני בית דין חשוב, וכתיקון חכמי הספרד, ושיהיה להם תוקף הן על פי דין תורה, והן על פי חוקי המדינה, וקבלנו על עצמנו את שיטות הפוסקים המקיימים ונותנים תוקף להסכם זה, אפילו כשיטת יחיד, ומחלנו וויתרנו על הזכות והאפשרות לטעון קים לי כהחולקים, וכל התנאים נעשו כמשפטי התנאים, ובלא שום אונס ובביטול כל מודעי ומודעי דמודעי וכו', ודלא כטופסי דשטרי, ולא ייפסל שטר זה, לא בחסר, ולא ביתיר, ולא במחק וטשטוש, ומאשרים בחתימתנו את האמור לעיל ומודים בזה שקבלנו את הבית דין הנ"ל כבורר בקנין הראוי, ועלינו לבצע כל הוראה שיורה ויפסוק לנו.

(A freestyle translation/rendition of this Halachic formula is available by clicking this link).

- c. In accepting the jurisdiction of the Vaad (as described in subsection (a)), the parties agree that any past or present interaction between either party and the Vaad shall not disqualify the Vaad from adjudicating their case, nor shall such interaction be argued to any external reviewing court as a basis for vacating or modifying an award. "Interaction" for the purpose of this subsection (c) includes, but is not limited to, adjudication, counsel and advice, donations to the Vaad and drafting of agreements or contracts, including a contract containing an arbitration clause granting jurisdiction to the Vaad over the dispute being addressed.
- d. Should either party maintain that said interaction (as described in subsection (c)) does indeed constitute grounds for disqualifying the Vaad due to bias, personal or financial interest, or excessive entanglement, the matter shall be addressed by the Board of Directors and/or Rabbinic Board (see Section 37, below), as applicable, for direction and instruction as to relinquishing or retaining jurisdiction, and if the latter, under what conditions or constraints.
- e. In the event that any party/ies has not discharged his/their share of the Bais Din fees or expenses (pursuant to Sections 31-32, below), and such debt remains outstanding, or alternatively, other party/ies have discharged the debt as a loan on his/their behalf (pursuant to Section 31(b), below), such outstanding debt or discharged debt (as applicable) shall not be construed as grounds for disqualifying the Vaad from adjudicating the dispute.
- f. Should the Board of Directors or Rabbinic Board direct and instruct the Vaad to relinquish jurisdiction over a case, the Menahel of the Review Board shall have jurisdiction to appoint an alternative, independent *bais din* for dispute resolution, provided said *bais din* is governed by the Rules or any reasonable alternative set of rules and procedures such reasonability to be determined by the Vaad.
- g. Notwithstanding the parties having accepted the jurisdiction of the Vaad, the Rosh Bais Din or Menahel, at their discretion, but subject to mandatory review and approval of the Board of Directors and/or Rabbinic Board (see Section 37, below), as applicable, reserve the right to decline jurisdiction, or if proceedings have commenced, to suspend or terminate proceedings or relinquish jurisdiction, unless otherwise required by the law of the relevant jurisdiction. Upon such suspension/termination of proceedings and/or relinquishment of jurisdiction, (i) the parties may be subject to fees and/or expenses (as set forth in Sections 31-32, below), (ii) the parties shall no longer be bound to any arbitration agreements/clauses that provided for dispute resolution with the Vaad, and (iii) any Piskei Din issued by the Vaad with respect to the parties' dispute(s) shall remain in effect, but the Vaad shall no longer be involved with enforcement of such Piskei Din.
- h. Having accepted the jurisdiction of the Vaad (pursuant to subsection (a), above), a party may not unilaterally rescind such acceptance, unless the other party/ies or Bais Din provide their consent in writing via email (with notification to the Vaad). In the event of a party's nonconsensual unilateral non-compliance with a Din Torah hearing and or any procedures of a Din Torah and such party's resultant failure to participate in the Din Torah, Bais Din may, in its sole discretion, continue the Din Torah, up to and including the issuance of a Psak Din. However, such Psak Din may not be issued on the basis of default judgment alone (see Section 17, below), i.e., the Psak Din cannot be issued in favor of one party solely because the other party has not responded to a Hazmanah or has failed to appear before the Bais Din.

- i. If, after having accepted the jurisdiction of the Vaad (pursuant to subsection (a), above), and after reasonable notice therein (as determined by the Menahel), a party fails to participate in the Din Torah without good cause (such lack of good cause to be determined by the Menahel in his sole discretion), the matter may proceed without the participation of such party, up to and including the issuance of a Psak Din. However, such Psak Din may not be issued on the basis of default judgment alone (see Section 17, below).

#### **4. Designation of Rosh HaVaad, Menahel and Dayanim**

- a. The mandate of the Rosh HaVaad, and of the Menahel, respectively, is as set forth in these Rules.
- b. The Rosh HaVaad and the Menahel, each in his sole discretion, may delegate any of his respective authorities to a designee.
- c. In subjecting themselves to the jurisdiction of the Vaad (as per Section 3(a)), the parties therein accept upon themselves the authority of the Rosh HaVaad and the Menahel (and any of their designees, as applicable), and confirm and acknowledge, as well, their respective roles as policy setter and administrator of the Bais Din Process.
- d. By direction and per the instructions of the Rosh HaVaad, the Menahel shall, in his sole discretion, compile and maintain a list of Dayanim of Orthodox Jewish persuasion, who, in his opinion, are eligible and authorized to adjudicate a Din Torah. These Dayanim shall be ordained rabbis and/or competent laymen of Orthodox Jewish persuasion whose fields of expertise pertain to the sort of disputes generally appearing before the Vaad for resolution.
- e. Only an ordained rabbi is eligible and authorized to adjudicate a Din Torah to be heard by a single Dayan, while a Din Torah to be heard by a panel of three Dayanim may be adjudicated by either three ordained rabbis, or a panel consisting of two ordained rabbis and a single competent layman, as determined by the Menahel in his sole discretion.
- f. The Menahel, in his discretion, shall select and appoint the Dayan(im) to adjudicate the Din Torah. Additionally, the Menahel may, in his discretion, solicit feedback from the parties concerning the eligibility of particular Dayan(im) to adjudicate the case at hand.
- g. Section 9 provides the potential grounds and the process therein for disqualifying an otherwise eligible and authorized Dayan to adjudicate a particular case.
- h. Unless otherwise specified by the parties in their agreement to arbitrate (as described above in Section 3(a)), the Menahel, in his discretion, shall determine whether the Din Torah is to be adjudicated by a single Dayan or a panel of three Dayanim.
- i. Notwithstanding the appointment of specific Dayan(im) to adjudicate the case, the Vaad retains overall jurisdiction over the dispute, i.e., although particular Dayanim may have been assigned to a particular Din Torah, the Dayanim and parties are still subject to the Vaad's authority as provided in these Rules.

#### **5. Initiation of Bais Din Process by Submission or Hazmanah**

- a. A party to a signed arbitration agreement may commence the Bais Din Process by filing a form of submission ("Submission") with the Vaad, along with a duly executed copy of the agreement wherein the parties have contracted to arbitrate under the auspices of the Vaad (as described in Section 3(a), above). A suggested form of Submission is available at the Vaad's office and on its website ([www.hadin.org](http://www.hadin.org)).

- b. Such Submission shall set forth the matter(s) to be adjudicated. Notwithstanding the content of the Submission, the Vaad retains jurisdiction to adjudicate any and all matters between the parties that in its estimation fall within the scope of the parties' duly executed agreement to arbitrate, regardless of whether or not said matters are referenced in the Submission. Matters falling within the scope of the Vaad's jurisdiction may only be removed from the docket by express and explicit written agreement of the parties.
- c. Upon receipt of such Submission, the Bais Din Process shall commence.
- d. If the parties have not accepted the jurisdiction of the Vaad (as set forth in Section 3(a), above), a claimant may seek to initiate the Bais Din Process by application to the Vaad to issue a Hazmanah to a Din Torah to the respondent(s). Unless prohibited by the law of the jurisdiction in which the Vaad sits, the Menahel shall issue such a Hazmanah to any party that in his professional estimation should be a party to the Din Torah.
- e. A party in receipt of such Hazmanah, if unwilling to accept the jurisdiction of the Vaad, but desirous of avoiding a Ksav Siruv, has the option to respond in one of the following ways:
  - i. By informing the Menahel that he wishes to adjudicate the case at hand in an alternative *bais din or Zabl''a*, and submitting to that effect a duly executed arbitration agreement acceptable to such alternative *bais din or Zabl''a*;
  - ii. By establishing to the Vaad's satisfaction that the case at hand lies beyond the scope of their Halachic jurisdictional mandate.
- f. In the event that a party in receipt of a Hazmanah responds in one of the manners described above in subsection (e), above, the Vaad shall withdraw from the matter, noting such fact as well as the accompanying reason in the record.
- g. If no proper response has been forthcoming to the Hazmanah after the issuing of three Hazmanos over a period of thirty (30) calendar days, the Menahel, in his sole discretion, will authorize the issuance of a Ksav Siruv, and publicize that fact in any manner that the Vaad deems appropriate. The Vaad, in its sole discretion, may determine that a longer or shorter period than the thirty (30) day period is appropriate with respect to a particular case, and may adjust such period accordingly.
- h. If the recipient of the Hazmanah proactively rejects the jurisdiction of the Vaad without providing a response consistent with those provided in subsection (e) above, the Menahel, in his discretion, may issue a Ksav Siruv forthright, even prior to having issued three Hazmanos over a period of thirty (30) calendar days.
- i. Any party seeking to initiate the Bais Din Process shall submit the appropriate administrative fee described in Section 31.

## **6. Intake Procedure**

- a. Prior to the commencement of the Din Torah, if the Menahel deems necessary, each party shall separately participate in mandatory meeting(s) (the "Intake Meeting(s)") with a staff member of the Vaad ("Intake Officer"). Such staff members shall not serve as Dayanim in adjudicating the case. These Intake Meetings are intended to provide for an exchange of claims, evidence, information, and any and all other matters relevant and conducive to expediting the Din Torah – including a list of witnesses the party intends to introduce, as well as the gist of their testimony. Accordingly, the Intake Officer(s) may share any such claims, evidence, etc. with the Dayan(im) who shall be adjudicating the case. Additionally, the Intake Meetings may serve as a forum for mediation and dispute resolution, up to and until the commencement of the Din Torah proper.

- b. The Intake Meetings shall take place in as timely a fashion as possible, per the judgement of the Menahel and at his discretion, and, in any case, no less than seventy two (72) hours prior to the Din Torah (unless the Menahel, in his sole discretion, deems it wise and prudent to shorten the time span between Intake Meetings and Din Torah).
- c. All claims, evidence, information and/or lists of witnesses relevant to the Din Torah shall be submitted no less than forty eight (48) hours prior to the Din Torah, and marked accordingly upon submission. Bais Din, at their discretion, may choose to deem inadmissible any claim, evidence, information or witness lists submitted after said forty eight (48) hour cutoff period. All claims by either party will be shared with the other party by the Vaad, provided, however, that any party's responses to any claims that have been submitted to the Vaad prior to the Din Torah do not have to be shared with the other party. The parties will be afforded the opportunity at Din Torah to correct, modify, explain or expound upon any claim that was submitted prior to the Din Torah.
- d. If the dispute before the Vaad is one of a litigated Get or attendant issues, (including but not limited to, division of assets, spousal support, child support, child visitation and custody) the Intake Officer(s) shall, over the course of the Intake Meeting(s), assess the situation. In particular, the Intake Officers shall determine, what, if any, additional steps need be taken to enable the Bais Din Process to move forward in a timely and efficient fashion, including, but not limited to: (i) scheduling an immediate Bais Din hearing for emergency temporary relief; (ii) outsourcing one or both of the parties and/or children for therapy and/or forensic evaluation; (iii) requiring the parties to attend mediation.
- e. Should the parties reach a settlement agreement during the Intake Meetings and/or any other point in the Bais Din Process, such settlement agreement shall be binding when memorialized in writing by the Bais Din, who shall then bestow upon such settlement agreement the imprimatur of Tokef Psak Din. The Menahel shall then declare the proceedings closed and record the date of such closing.
- f. The settlement agreement (referred to in subsection (g)) shall include an allocation of Bais Din Process fees and expenses (see Sections 31-32, below), and the Vaad shall retain the right to withhold the release of the settlement agreement until both parties pay in full.
- g. The Vaad shall retain jurisdiction to interpret the terms of said settlement agreement as understood by them, and to adjudicate any issue or dispute arising from or related to said settlement agreement, including, but not limited to, compliance or performance issues.
- h. In accepting the jurisdiction of the Vaad (pursuant to Section 3(a)), the parties are deemed to have agreed that in the event that a Dayan(im) assist(s) with such settlement efforts, this shall not disqualify him/them from continuing as Dayan(im) if settlement is not achieved; nor shall such assistance be argued to a reviewing court as a basis for vacating or modifying an award.

## **7. Din Torah Proceedings**

- a. As a general rule, all Din Torah sessions shall be held with all parties to the dispute or their representatives physically present. Notwithstanding the above, the Menahel, in his sole discretion, and insofar as in his opinion the circumstances do so warrant, may allow participation in any portion of the Din Torah via conference call, videoconference, or similar media.
- b. The Bais Din, in its sole discretion, and pursuant to or contingent upon written request or consent of the parties, may waive oral hearings. If such hearing(s) is/are waived, the Bais Din shall decide upon an alternate procedure to be followed with respect to submission of evidence.



- c. The Bais Din, in its sole discretion, and pursuant to or contingent upon written request or consent of the parties, may determine that a dispute shall be resolved by submission of documents alone (i.e., without oral hearings) for either or both parties ("Expedited Proceedings"). The procedures for Expedited Proceedings are described in Section 35.
- d. At the onset of the Din Torah, the Bais Din may solicit opening statements from each party, such statements to set forth in brief the core issues involved in the Din Torah. After such opening statements, first the claimant(s), and then the respondent(s), shall present his/their claims, counterclaims, evidence, and witnesses therein.
- e. Any witness appearing before the Bais Din shall submit to cross examination or any other requests for clarification by the Bais Din or the opposing party (or their counsel). The Bais Din may, in its sole discretion, direct a witness to submit his testimony in written or affidavit form, in addition to or in lieu of oral testimony.
- f. Any witness appearing before the Bais Din, other than a party or his representative, shall not be present during the remainder of the Din Torah proceeding or during the testimony of any other witness.
- g. Bais Din shall, at all times, strive to afford full and equal opportunity to all parties to present or refute any claim, material or relevant proof, insofar as this does not interfere with due process and/or the orderly proceedings of the Din Torah.
- h. Bais Din reserves the right, when so mandated by Halacha, to hear claims or testimony or accept evidence in the presence of only one or even none of the parties, with or without their knowledge, as the case may be. In such an event, the parties waive any claim of *ex parte*. Aside from such *ex parte* communication initiated by Bais Din, the parties, their counsel, and any other individuals on their behalf, shall refrain from any and all other *ex parte* communication.
- i. Any exhibit submitted by either party over the course of the Din Torah proceedings (unless previously deemed inadmissible by the Bais Din pursuant to Section 6(c), above), shall be received in evidence and appropriately marked as such.
- j. The Bais Din, in its discretion, may summon any witness or request any information which in their estimation and in their sole determination has bearing on the case at hand, including, but not limited to, legal, financial, medical, genetic and mental health issues, substance abuse or other addictions, and internet activity. The parties agree to sign any release or waivers and take any other step necessary (including, but not limited to, supplying access codes or passwords when relevant) to facilitate and expedite access to such witness(es) or information. A party's failure to cooperate with the steps described in the previous sentence may be interpreted by the Bais Din as admission to the claim(s) relating to such summons or request.
- k. The Bais Din, when authorized by the law of the jurisdiction to subpoena witnesses or documents, may do so upon its own initiative or upon the request of any party.
- l. The Bais Din, in its discretion, may order a party to submit to testing and/or examination, including, but not limited to, polygraph, genetic, and forensic examination and evaluation. A party's failure to submit to such testing and/or examination may be interpreted by the Bais Din as admission to the relevant claim(s).

- m. The Bais Din shall be the sole judge of the relevancy and materiality of the evidence offered, taking into consideration any objections thereto. Conformity to legal rules of evidence shall not be necessary.
- n. Evidence or testimony may be taken and accepted in the presence of a single Dayan, and the Menahel may appoint another employee of the Bais Din to gather said evidence or testimony. The Dayan, the Menahel or his designee shall then relay such evidence or testimony to the other Dayanim.
- o. There is no time limit on the duration of any particular Din Torah session, nor the sum total of sessions held. Moreover, Bais Din may recess and resume the Din Torah proceedings at any time in its sole discretion. Nonetheless, Bais Din, in its sole discretion and insofar as the particulars of the case allow, shall conduct the Din Torah with a view towards expediting and streamlining the proceedings, including, but not limited to, directing and encouraging the parties to focus their presentations on the core issues of the case at hand.
- p. A Psak Din shall be forthcoming within ten (10) business days of the end of the Bais Din proceedings (see sections 21 and 24 below).
- q. Any parties that conduct themselves in a manner that the Vaad deems disruptive to the Din Torah proceedings shall be subject to sanctions (as described in Section 26(b)).

## **8. Choice of Law**

- a. Unless otherwise specified by the parties in their agreement to arbitrate, Bais Din will adjudicate the case according to the principles of Halacha, in accordance with any methodology deemed appropriate by it based on its understanding and interpretation of Halacha, including but not limited to, ruling in accordance with a minority opinion, provided the circumstances of the case, in the opinion of Bais Din, do so warrant.
- b. If the parties explicitly adopt a “choice of law” clause in their arbitration agreement, Bais Din shall honor and abide by such a choice of law clause, to the extent permitted by Halacha. To the extent that Halacha as well as the governing choice of law allows, Bais Din shall have full power to define and interpret the parameters of the choice of law according to their understanding, and in accordance with the authority granted to it pursuant to subsection (a).
- c. When parties to a dispute accept the common commercial practices of a particular trade, profession, or community —whether by explicit incorporation of such standards into the initial contract in question or the arbitration agreement, or by implicit adoption of such standards in the transaction in dispute —Bais Din will consider such practices when adjudicating the case, insofar as is countenanced by Halacha (as provided above in subsection (a)).
- d. Insofar as is countenanced by Halacha (as described above in subsection (a)), Bais Din will, when determining child support, consider the financial circumstances and capabilities of each parent.
- e. Insofar as is countenanced by Halacha (as described above in subsection (a)), Bais Din shall, when determining child visitation and/or custody, rule according to the best interests of the child(ren), but shall also consider the rights, circumstances and capabilities of each parent, insofar as they can be met without adverse effect or detriment to the child(ren).
- f. In determining issues relating to family law, Bais Din shall have the same authority, discretion and jurisdiction as relates to the parties and their issues as a judge in secular court in such jurisdiction would have.

## **9. Disclosure and Challenge Procedure**

- a. Prior to the commencement of the Din Torah, any party may object to the appointment of any particular Dayan(im), due to circumstances that may affect impartiality, including, but not limited to, bias, financial or personal interest in the outcome of the Din Torah, or a past or present relationship with either party. Such objection shall be submitted to the Menahel no later than thirty six (36) hours prior to the first scheduled Din Torah session for his consideration.
- b. Upon appointment as a Dayan to adjudicate a particular case, the Dayan, after making reasonable inquiry, shall disclose (in writing or in person) to the Menahel any circumstances liable to affect impartiality, including, but not limited to, bias, financial or personal interest in the outcome of the Din Torah, or a past or present relationship with any party to the Din Torah. Such obligation shall remain in effect throughout the Din Torah. Disclosure of information pursuant to this Section 9(b) shall not be construed as an admission on the part of the Dayan that the disclosed information may impact on his impartiality or independence.
- c. Upon receipt of objection (as described in subsection (a)), or disclosure of information (as described in subsection (b)), from any other source, and preparatory to ruling on the matter, the Menahel, in his discretion, shall share such objection or information with the parties and/or Dayan, as appropriate, and solicit their reactions. After considering the above, the Menahel shall rule on the eligibility of the Dayan to adjudicate the case and shall inform the parties of his decision, which shall be final and binding.

## **10. Vacancies**

- a. In the event that a Dayan is disqualified, resigns, dies, withdraws, refuses or is unable to perform his duties, the Menahel shall, on proof sufficient and satisfactory to the Menahel, declare the office of such Dayan vacant. Any vacancy that occurs before the proceedings of a Din Torah have been closed (see Section 21, below) shall be filled in accordance with Section 4(c-e) of these Rules as applicable. Subject to the Menahel's discretion and in consultation with the Rosh Bais Din, the matter shall either be reheard or revisited by means of reviewing existing recordings and transcripts of the Din Torah proceedings and the evidence to date, as well as oral reports of the remaining Dayanim, unless, in each case, the parties agree otherwise.

## **11. Time and Place**

- a. The Menahel shall fix the time and place for each Din Torah session, and each party to the Din Torah shall be notified via email. Said email shall additionally include other necessary and pertinent information and instructions, and shall be sent to the parties at least seventy two (72) hours in advance of the Din Torah, unless the parties by mutual agreement waive such notice or modify the terms thereof.
- b. Din Torah sessions may be held at night, as well as on Sundays or legal holidays, to the extent permitted by the relevant jurisdiction. The above notwithstanding, and as a general rule however, Din Torah sessions shall be scheduled for any time between 9am-5pm from Sunday-Thursday, unless the Menahel deems otherwise. The parties shall submit their available dates and times to the Menahel, who shall accommodate their needs and schedules as best he can. The above notwithstanding, the Menahel will, in his sole discretion, schedule Din Torah sessions as he deems appropriate.

- c. Parties to a scheduled Din Torah session shall arrive on time. If a party is more than fifteen (15) minutes late to a scheduled Din Torah session, Bais Din may, in its sole discretion, proceed with the hearing without such party's presence, and that party shall be deemed to have forfeited his right to be present at that session, with all that is entailed therein. The late party may be required to pay the other party's legal fees and/or be sanctioned for coming late.
- d. Bais Din may schedule emergency Din Torah sessions with less than seventy two (72) hours' advance notice. In such an event, the Menahel will make every reasonable effort to notify each party as to time and place of the hearing and to provide other necessary and pertinent information and instruction as soon as possible.

## **12. Transcripts and Recordings**

- a. The Vaad shall engage a stenographer to transcribe all Din Torah sessions. Additionally, the session shall be recorded as well. In the event of ambiguity in the transcript or any inconsistencies between the transcript and recording, the recording shall govern. Copies of the transcript shall be made available to the parties on demand. Subject to the approval of the Review Board, the Bais Din may choose to withhold the dissemination of transcripts and recordings.

## **13. Interpreter and Other Cases of Need**

- a. All Bais Din proceedings shall be held in English, unless otherwise directed by the Menahel. Hebrew and Yiddish may be used to describe various halachic terms that are relevant to the Din Torah. To the extent the Menahel decides that a Bais Din proceeding shall be held in a language other than English, the Menahel shall appoint Dayan(im) fluent in the alternate language to be used.
- b. Any party wishing to engage the services of an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service. The Bais Din may require an interpreter for a witness's testimony, in which case the party to whom the witness pertains shall bear the cost of the interpreter.
- c. If a party is handicapped or in need of other assistance to facilitate his presentation in Bais Din, Bais Din shall cooperate to enable said party to present his case in as reasonable a fashion as is possible. Any extra expense entailed to accommodate such party's needs shall be borne by the party in need of such special accommodation.

## **14. Representation by Counsel/Toein**

- a. A party may be represented and/or accompanied by another individual during all or part of the Bais Din sessions, provided that: 1) such individual is an attorney licensed to practice law in any jurisdiction in the United States, and/or one or more of the following family members of such party: parent/-in-law, adult child/-in-law, sibling/-in-law, uncle, aunt; 2) such individuals shall be bound, (insofar as applicable) by the Rules, as of the initiation of the Bais Din Process by submission (see Section 5(a), above) or Hazmana (see Section 5(d), above) and in the case of an attorney, bound as well to the rules of professional conduct of the relevant jurisdiction, and 3) the party consents to the representation or accompaniment of such individual.
- b. When represented by an attorney, all papers to be served on that party may be served on his attorney rather than on the party himself.

- c. A party represented by an individual (in accordance with Section 14(a) above) need not attend Bais Din sessions in person, unless his presence is specifically required and requested by the Bais Din.
- d. A party attending a Bais Din session without representation is deemed to have waived his right to counsel for that session.
- e. Unlike the limitations placed on representation and/or accompaniment during the Din Torah sessions (set forth above in Section 14(a)), parties to a mediation proceeding may be represented and/or accompanied by other individuals as well, subject to approval of the Menahel. Any non-approved attendees will not be allowed to be present. In any event, representation by a Toe'in is not allowed.
- f. A party wishing to be represented and/or accompanied by an individual other than those set forth above in Section 14(a) shall submit to the Menahel, at least three (3) days in advance of the proceeding, a list of additional attendees for the Menahel's approval. In the event of a spontaneous mediation proceeding, e.g., within the context of Intake Meetings (as described in Section 6(e)), the notification requirement described in the previous sentence shall be waived, and the parties may submit their lists to the Menahel for approval in real time.
- g. Parties to a Din Torah who are utilizing their representation or to be accompanied by another party (as described above in Section 14(a)) , shall be responsible for the actions and behavior of their representatives/accompanying parties and may be subject to sanctions due to such representatives'/accompanying parties actions and violations of the Rules (as described in Section 25(b)).

#### **15. Attendance at Proceedings**

- a. All Bais Din/Vaad sessions shall be held behind closed doors and shall remain private and confidential, unless otherwise required by the law of the jurisdiction. The Dayan(im) and his/his designee(s) may make inquiries with any parties as they deem necessary and speak to any outside parties in connection with the case.
- b. Any individual who has a direct interest in the outcome of a Din Torah (as determined by the Vaad in its sole discretion) shall be allowed to attend the Din Torah sessions, and shall be additionally be entitled to representation and accompaniment (as set forth in Section 14(a)). If Bais Din determines that one party intentionally obtained an interest in the Din Torah for purposes of being able to attend and participate in the Din Torah, Bais Din may disqualify such party from participating in the hearing.

#### **16. Oaths**

- a. The Dayan(im) shall not be required to take an oath upon assumption of office or commencement of the Din Torah, nor shall Bais Din be required to administer such oath to any party or witness prior to stating their case or taking the stand.

#### **17. Arbitration in the Absence of a Party**

- a. Unless the law of the jurisdiction provides otherwise, a Din Torah may take place (up to and including Psak Din) in the absence of any party who, after due notice, fails either to attend or obtain

an adjournment. A Psak Din shall not be made solely on the basis of such default; rather, the party in attendance shall put forth his case pursuant to the protocol described in Section 7, above, and Bais Din shall issue its Psak Din on that basis.

- b. A party who, though physically present, is not participating in the Din Torah or is non-compliant with the Din Torah proceedings (such non-compliance to be determined by Bais Din in its discretion (e.g., the party is excessively disruptive)) may be considered absent, in which case the Din Torah shall proceed in accordance with the provisions of this Section 17.
- c. A party not attending a Din Torah proceeding, or who is not participating or non-compliant (as described above in subsections (a)-(b)), is nonetheless responsible in full for his share of Bais Din fees and expenses (see Sections 31-32, below), unless otherwise determined by the Menahel in his sole discretion.

#### **18. Filing of Documents**

- a. Any document(s) not submitted over the course of the Din Torah, with respect to which the parties agree, or Bais Din so rules, that such document(s) is/are relevant to the proceedings, should be submitted to the Menahel for filing and review by the Bais Din. A copy of all such document(s) shall be submitted as well to the other party/ies to the dispute, and the other party/ies shall be afforded a reasonable opportunity to respond in writing to such document(s), prior to review by the Bais Din. Notwithstanding the foregoing, the Menahel may, in his discretion, decide whether such information should be shared, and if so, how such information should be shared.

#### **19. Inspection or Investigation**

- a. Bais Din may stage onsite inspections or investigations in connection with the Din Torah should they deem it necessary, appropriate, or prudent to do so.
- b. In the event of such onsite inspections or investigations, and unless determined otherwise by Bais Din or the Menahel, the parties shall be advised of the Bais Din's intention to conduct such inspection or investigation and notified of the time and place.
- c. In the event of such onsite inspections or investigations, and unless determined otherwise by Bais Din or the Menahel, the party/ies may be present at such onsite inspection or investigation. Such presence is subject to the Bais Din's sole discretion.
- d. Bais Din shall prepare an oral or written report of the onsite inspections or investigations, and unless determined otherwise by Bais Din or the Menahel, the parties shall have access to such report and shall be afforded the opportunity to comment on such report's content and conclusions.

#### **20. Conservation of Property**

- a. Unless prohibited by the law of the jurisdiction, the Vaad or Bais Din, as appropriate, may issue such orders as it deems necessary, appropriate or prudent to preserve and safeguard any property that is the subject matter of the arbitration, without prejudice to the rights of the parties or the final determination of the dispute.
- b. If so instructed by the Bais Din, at any point during the Bais Din Process, each party may be required to place into escrow with the Vaad a confession of judgment, deed of property, or any form of currency or property that may be released to the other party in the event of noncompliance

with Psak Din. If the dispute is over personal property (and not real property), then the specific object in dispute shall itself be escrowed.

- c. Failure to comply with subsection (b) (with respect to placing property into escrow), shall in itself be deemed noncompliance with these Rules, and shall be subject to sanctions, as set forth below in Section 26.

## **21. Termination of Din Torah Proceedings**

- a. After the parties have completed presenting their cases, including witnesses and evidence, Bais Din shall specifically inquire of all parties whether they rest their case and have no further claims, witnesses or evidence to put forward. Upon receiving negative replies, Bais Din shall declare the proceedings closed, and shall record the date of such closing. Bais Din may provide a deadline for parties to provide any additional claims, witnesses or evidence prior to Bais Din declaring the case closed. Additionally, in the event that a party is unnecessarily delaying the Bais Din Process with irrelevant statements, Bais Din may ask such parties to leave the room where the Din Torah is taking place, at which point Bais Din can declare the case closed.
- b. At a hearing, Bais Din may provide a deadline for parties to provide any additional documents or other submissions prior to Bais Din declaring the case closed. If any documents or other submissions are to be filed after the parties have rested their case, the proceedings shall be closed as of the final date set by Bais Din for the filing of such documents or other submissions. Absent agreement by the parties to the contrary, the timeframe within which Bais Din is required to issue the final Psak Din (as described in Section 24, below) shall commence upon the closing of the proceedings.

## **22. Reopening of Din Torah Proceedings**

- a. In the period between closure of proceedings and release of the final Psak Din, the Vaad, upon its own motion and in its sole discretion, may reopen the proceedings at any time in order to review additional evidence and/or hear additional testimony; alternatively, the Vaad may do so upon application of any party, provided such party sets forth objective, compelling reasons why such evidence or testimony was not presented to Bais Din prior to the closure of the proceedings (e.g., the party was unaware of its existence, the party had no access to it, the party lacked tools to accurately gauge its relevance, etc.).

## **23. Communication with Bais Din; Service of Process**

- a. Once the Bais Din Process is initiated (as above, Section 5), neither a party nor his counsel shall communicate *ex parte*, directly or otherwise, with any Dayan appointed to adjudicate the case or with any other member of the Vaad other than the Menahel, designated mediators or the party's Intake Officer. Any oral or written communications from the party/ies to the Bais Din shall be directed to the Menahel for transmission to Bais Din. However, during a Din Torah hearing, the Dayanim in their discretion may request to hear one party without the other party present.
- b. Each party consents that any document, notice or process necessary or appropriate to initiate or continue the Bais Din Process (other than notice of time and place of proceeding (Section 11(a), above)), any court action in connection therewith or entry of judgment on any Psak Din made thereunder may be served upon such party via one of the following methods: (i) first-class mail addressed to such party at its last known address, (ii) personal service, (iii) overnight delivery, (iv)

fax, or (v) electronic delivery (including, but not limited to, the party's last known email address), in each case, within or without the state wherein the Bais Din hearing is to be held.

#### **24. Decision and Time of Psak Din**

- a. Bais Din shall issue its final Psak Din promptly following the closing of proceedings (as described in Section 21, above), and in any event no later than 10 business days (not including legal or Jewish holidays) after such closing of proceedings, unless a longer period is required by law, or is otherwise agreed to by the parties. Additionally, extensions of the deadline may be made at the discretion of the Menahel, contingent on prior approval of the Board of Directors and/or Rabbinic Board (see Section 37, below), as applicable. Should the Bais Din fail to provide the Psak Din within the allotted timeframe, the parties shall be entitled to a refund of all Bais Din fees related to that Din Torah hearing, such refund subject to the approval of the Board of Directors or Rabbinic Board. The Menahel of the Review Board in his sole discretion shall determine which entity shall determine whether a refund is justified.
- b. Bais Din shall issue a Psak Din based on majority rule. If Bais Din is unable to arrive at a majority rule, the Menahel shall add two (or more, if necessary) Dayanim, in order to enable the Bais Din to arrive at a majority rule. Bais Din need not hold any further hearings to enable the new Dayanim to hear the case firsthand; rather, the new Dayanim may base their decision(s) on existing recordings or transcripts of the Din Torah proceedings and the evidence to date, as well as oral report(s) of the original panel of Dayanim.
- c. If the Dayanim do not arrive at an outright majority ruling, but one Dayan's position is shared in part by each of the other Dayanim, such shared position shall be deemed a majority rule and Bais Din shall rule in accordance with such majority. For example, if one Dayan rules that a party owes the other \$200, a second, that he owes the other \$400, and the third, \$600, inasmuch as two of the three Dayanim concur that at least \$400 is due, and two concur that no more than that is due, this is deemed majority rule of \$400, and Bais Din shall rule that the one party owes the other \$400.

#### **25. Form of Award**

- a. The Psak Din shall be in writing, signed and affirmed in English by the Dayanim; however, Hebrew terminology may be included. At the discretion of the Bais Din, a simultaneous translation/rendition into other languages may also be issued, with the caveat that in the event of contradiction between the two Piskei Din, the English language Psak Din shall prevail. The Psak Din need not include the reasoning behind the ruling, but such reasoning can be provided via request to the Menahel of the Review Board. The Psak Din (including reasoning) would then be released to the parties at some later date, subject to approval of the Menahel of the Review Board (see Section 37, below).

#### **26. Scope of Award and Sanctions**

- a. The Vaad/Bais Din (as applicable, see above Sections 3-4; in short, for the duration of this Section, "Vaad"), may grant any remedy or relief that it deems just and equitable and within the scope of the facts of the case or the agreement of the parties, including, but not limited to, specific performance of a contract and injunctive relief. In addition, the Vaad may make other decisions, including interim, interlocutory or partial rulings, orders, and awards; in each such case, the Vaad may assess and apportion the fees, expenses and compensation related to such award as the Vaad deems appropriate. The Vaad, in its award, may assess arbitration fees and expenses in favor of any party and, in the event of any administrative fees or expenses that are due to the Vaad, in favor of the Vaad.



- b. In addition, and in its sole discretion, the Vaad may level sanctions, including but not limited to, Ksav Siruv and/or monetary charges, as follows:
- i. For willful and deliberate non-compliance, breach of any provision of the arbitration agreement and the attendant Rules, or any agreement containing an arbitration clause granting the Vaad jurisdiction over disputes relating to the terms of such agreement, in each case prior to final Psak Din – a mandatory charge of up to \$500 per day and/or per instance of non-compliance and/or infraction. (Failure to respond to notification of a Din Torah session within the stipulated time frame or to attend such Din Torah session is also deemed non-compliance/infraction).
  - ii. For a frivolous claim brought before the Vaad or any other court of legal jurisdiction, the Bais Din may award one or both of the following in its sole discretion: (A) a mandatory charge of up to \$500, or (B), all fees and expenses incurred by the other party (including, but not limited to, Bais Din fees) in challenging/defending himself against such claim plus 15%. Whether or not a claim is "frivolous" shall be determined by the Vaad. The amount of said legal fees and expenses shall be determined by the Vaad.
  - iii. For willful and deliberate non-compliance with or infraction of any provision of the Psak Din (including, but not limited to, a Psak Din relating to giving or receiving a Get, contingent upon said charge being Halachically viable) – the amount shall be determined at the Psak Din or at some later date, as applicable. The Vaad in its sole discretion shall determine whether non-compliance was willful and deliberate. In establishing the amount of the charge, the Vaad shall factor in the parties' social-economic status, as well as the gravity and cumulative effects of the act of non-compliance or infraction.
  - iv. Unilateral actions and omissions are deemed non-compliance or infractions, unless the Vaad rules that such unilateral actions or omissions were both justified and unavoidable.
  - v. If a party contests a Psak Din in any outside forum, or, if due to lack of cooperation on the part of the relevant party, the beneficiary of such Psak Din has no recourse but to apply to such outside forum to enforce the Psak Din, the Vaad in its sole discretion may level an additional 15% surcharge against the offending party, as well as all fees and expenses incurred by the other party in connection with enforcing such Psak Din (only to the extent that the offending party caused another party to have to apply to the outside forum in order to enforce the Psak Din), or however much the Vaad deems appropriate, in the case of a non-financial Psak Din (e.g. child custody, visitation, et. al.).
  - vi. In instances where there is a question of the validity of a Get, such questions must be forwarded to the Menahel of the Review Board. If a Get is contested in an outside forum and the Vaad believes the contesting party is violating the Cherem of Rabbeinu Tam that prohibits contesting the validity of a Get, the Bais Din may summon the contesting party to a hearing or may alternatively rule in their absence regrading such violation. If Bais Din rules that the party has in fact violated the Cherem, Bais Din may issue sanctions according to the severity of the transgression and/or noncompliance with the Cherem and/or harassment.
- c. Any and all such charges as enumerated in this Section shall be paid to the injured party as liquidated damages for the offending party's non-compliance and/or infraction.
- d. The Vaad will issue a monthly judgment on accrued charges for the previous month.
- e. At its discretion, the Vaad may refrain from issuing such monthly judgment (described in subsection (d)), to the extent that the Vaad determines that issuing such monthly judgment may hinder or complicate dispute resolution efforts.

## **27. Delivery of Psak Din to Parties**

- a. Parties shall accept as legal delivery of the Psak Din, delivery via one of the following methods: (i) personal service of the Psak Din or a true copy thereof, or (ii) the mailing of a copy of such Psak Din by certified or registered mail, email or via an electronic portal individually assigned to each party on the Vaad's website, such Psak Din to be sent by the Vaad and addressed to each party at its last known physical address or email address. The Psak Din shall be filed in any manner which may be prescribed or permitted by the law of the relevant jurisdiction.

## **28. Psak Din Appeal Process**

- a. A party may appeal a Psak Din by written application to the Menahel of the Review Board at [review@vaadhadinvhoraah.org](mailto:review@vaadhadinvhoraah.org) within fourteen (14) business days following the delivery of the Psak Din to the applicant. The Menahel of the Review Board will then decide whether to forward the appeal to the Rabbinic Board or Board of Directors for further inquiry. If deemed appropriate upon review, Bais Din shall modify the Psak Din for on any of the following reasons:
  - i. Mathematical miscalculation;
  - ii. Error in description of any person, object or property referenced in the Psak Din;
  - iii. The Psak Din relates to a matter beyond the jurisdictional mandate of Bais Din, and can be corrected without detracting or otherwise affecting the points therein relating to a matter that does fall within Bais Din's jurisdictional mandate;
  - iv. The Psak Din is flawed in a matter of form not impacting upon the merits of the controversy or the Psak Din itself;
  - v. The Psak Din is flawed in a matter of substance, be it procedural or Halachic, and such flaw impacts the merits of the controversy or the Psak Din itself.

In the instance of an error described in Section 28(a)(v), above, the Menahel of the Review Board shall forward the application to the Board of Directors and/or Rabbinic Board (see Section 37, below), as applicable, for direction and instruction as to what, if any, modification shall be made.

- b. Subject to the Menahel of the Review Board's discretion, any party objecting to such modification shall submit written objections to the Menahel of the Review Board, with copies to all other parties to the Din Torah, within seven (7) business days of receipt of such application. Bais Din shall dispose of any application made under this Section in writing. Such writing shall be signed by the Menahel (in case of application based on options (i), (ii), (iii), or (iv) of subsection (a), above), or Bais Din (in case of application based on option (v) of subsection (a), above), within fourteen (14) business days after the application for modification and receipt of objection, as applicable. The parties may consent in writing to extend the time limit for such disposition either prior to or following its expiration.
- c. For more information on the appeal process, please click the link.

## **29. Release of Documents for Judicial Proceedings**

- a. At the prior written request and expense of such party, Bais Din may furnish certified copies of any papers in Bais Din's possession that may be required in judicial proceedings relating to the Din Torah to any party, if such papers are determined by the Bais Din (in its sole discretion) to not be privileged and/or confidential.

### 30. Application to Court

- a. No judicial proceedings by a party/ies relating to the subject matter of the Din Torah shall be deemed a waiver of the party/ies' right to arbitrate, although the Vaad may consider such conduct in determining its Psak Din. If any fees, costs or expenses were accrued due to judicial proceedings related to subject matter of the Din Torah, the Vaad in its sole discretion may award compensation equal to the amount accrued to the party summoned to the judicial proceedings. In the event that such judicial proceedings are proven to be frivolous, a party may be subject to sanctions as described in Section 26(b)(ii).
- b. No Dayan or any member of the Vaad in a Din Torah proceeding is a necessary or proper party to a judicial proceeding relating to such Din Torah proceeding, and no Dayan shall be required to participate in any way in any judicial, administrative or similar proceeding that relates to the Din Torah proceeding (including participating as witnesses in any litigation or any other proceeding relating to the litigation), except as required by the law of the relevant jurisdiction.
- c. Parties to a Din Torah proceeding shall be deemed to have agreed and consented that judgment upon the Psak Din may be entered in any federal or state court having jurisdiction thereof.
- d. Parties to a Din Torah shall be deemed to have agreed and consented that neither the Vaad, the Bais Din nor any Dayan thereof shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with such Din Torah proceeding. Furthermore, neither the Vaad, the Bais Din nor any of its Dayanim or employees shall be liable to any party in any action for damages or injunctive relief for any act or omission in connection with a contract or agreement drafted by or agreed to before the Vaad or Bais Din.
- e. Once a divorce is finalized, whether via separation agreement or Psak Din, the husband agrees to file for an uncontested divorce in the relevant secular court, and the wife shall comply with every step of the civil divorce process, unless otherwise agreed to by the parties. Any non-compliance with such process may be deemed non-compliance with the separation agreement or Psak Din, as applicable.

### 31. Fees

- a. Upon signing an arbitration agreement, the parties agree to pay the applicable fees for Bais Din services, as follows:
  - Din Torah
    - Fee for opening a case – \$180 for as many summonses, and to as many parties, as necessary to bring the matter to Din Torah/Ksav Siruv/withdrawal of the Vaad, as applicable (see Section 5(d-h), above). Said fee is to be deducted from the Din Torah fee.
    - Din Torah fee – \$500 per party participating in the proceedings.
  - “Single Dayan Proceedings” Din Torah - \$50 per party
  - Get
    - Non-litigated Get – \$1,200 per party.
    - Litigated/mediated Get – \$3,500 per party, which includes a Get, a complete mediation process, drafting of the separation agreement and assistance with filing for an uncontested civil divorce.

- The fee for a litigated/mediated Get is contingent on the process having come to a resolution/conclusion, via a separation agreement executed by the parties.

If, at any stage of the process, a party has not discharged fees or expenses (see Section 32, below) to the Vaad in full, the Menahel may suspend or terminate the proceedings (pending payment in full) and inform the parties of such suspension or termination (in order to enable any other party to advance the required payment as a loan) until such time as the delinquent party discharges his debt. If any other party advances the delinquent fee or expense, the Menahel shall issue an order, separate from any other Psak Din made by Bais Din, directing the delinquent party to reimburse the other party for advances made on his behalf. Such order shall be subject to the provisions of Section 31(c) of the Rules, although it shall not be subject to the provisions of Sections 25 and 26 of the Rules. The Bais Din may withhold a Psak Din from a party that fails to pay the fees in accordance with the Rules, but may nonetheless release such Psak Din to another party to the same Din Torah that is compliant with payment of fees as set forth in these Rules.

### **32. Expenses**

- Each party shall bear his own expenses of the Din Torah, including but not limited to, counsel, expenses of any witness he calls and cost of any proof or evidence he puts forward.
- All other expenses of the Din Torah, including but not limited to, expenses of any witness or cost of any proof produced at the direct request of Bais Din shall be borne equally by the parties, unless they agree otherwise, or unless Bais Din, in its Psak Din, assesses such expenses or any part thereof against any specified party.

### **33. Deposits**

- Bais Din may require the parties to deposit, in advance of a Din Torah, such sums of money as Bais Din deems necessary to defray the expenses of the Din Torah, a confession of judgement or any other monetary commitment. In such circumstances as the Menahel considers appropriate, Bais Din may additionally require the posting of a performance bond or any other document, payment or other item the Menahel deems necessary. Bais Din shall render an accounting to the parties and return any unexpended balance following the conclusion of the case at hand. Non-compliance with said deposit requirement shall be deemed non-compliance with the Din Torah hearing, and the non-compliant party may be subject to sanctions (per Section 26).

### **34. Waiver of Rules**

- Any party who has an objection to a Din Torah (regarding the neutrality of Din Torah) must notify the Menahel of the Review Board and the Menahel prior to twenty hour (24) hours before the scheduled start time of such Din Torah. If a party fails to notify the Vaad of his objection to the Bais Din prior to that time, such party must participate in the Din Torah hearing and may subsequently forward a complaint to the Review Board. If a party proceeds with the Din Torah despite knowledge that any provision or requirement of the Rules has not been complied with and fails to state an objection thereto in writing, such party shall be deemed to have waived the right to object, unless the law in the relevant jurisdiction provides to the contrary.

### **35. Expedited Proceedings**

- Bais Din, in its discretion, and contingent upon written request or consent of the parties, may allow a dispute to be resolved by submission of documents alone, without oral, in-person hearings

("Expedited Proceedings"). Where cases are to be resolved by submission of documents, the following procedures shall be followed:

- i. The Menahel shall set a deadline for each party to submit their documents, or certified copies thereof, to Bais Din. The Menahel in his sole discretion shall determine if and when such documents shall be shared with the other party/ies.
  - ii. Bais Din may, in their sole discretion, order a party/ies to submit original document(s) in place of certified copy/ies.
  - iii. At any stage in the process, and in its sole discretion, Bais Din retains jurisdiction to remove the case from the documents-only process and hold oral, in-person hearings as necessary.
  - iv. After submission of documents, Bais Din shall determine whether a further, final telephonic or electronic conference is appropriate, and if so, set a date for such conference.
- b. Forty eight (48) hours after submission of documents, or immediately after such final telephonic or electronic conference, Bais Din shall declare the proceedings closed, pursuant to following the protocol set forth in Section 21(a) above regarding the termination of proceedings.

### **36. Single Dayan Proceedings**

- a. The Menahel, upon written request or consent of both parties, may allow for a dispute to be considered a "Single Dayan Proceedings" Din Torah. Whether a claim is eligible to be treated as a case eligible for "Single Dayan Proceedings" shall be determined in the sole discretion of the Menahel.
- b. All "Single Dayan Proceedings" Dinei Torah shall be heard in a proceeding with one Dayan only.
- c. "Single Dayan Proceedings" shall be subject all of the Rules contained herein, other than Section 5(d)-(k), i.e., a "Single Dayan Proceedings" Din Torah cannot be initiated via Hazmanah.
- d. To the extent a party is not compliant with a Psak Din that is issued from a "Single Dayan Proceedings" Din Torah, Bais Din may require the parties to participate in a regular Din Torah.

### **37. Oversight and Review**

- a. The Vaad shall be subject to Halachic, procedural and policy oversight and review, under the auspices of the Rabbinic Board, Board of Directors, or either or both of the above entities, as appropriate. The "Rabbinic Board" shall be a group of individuals appointed by the Vaad for Halachic oversight and review of the Vaad's activities. The "Board of Directors" shall be a group of individuals appointed by the Vaad for procedural oversight of the Vaad's activities. Collectively, the Rabbinic Board and Board of Directors shall be referred to herein as the "Review Board," and shall be responsible for policy oversight, handling appeals of Dinei Torah, and any other responsibilities described in these Rules. The Board of Directors shall be comprised of philanthropists, professionals and public figures from a wide spectrum of the Orthodox Jewish community. The Rabbinical Board shall be comprised of senior English speaking Dayanim. The Review Board shall be an entity operating independently of the Vaad.
- b. Any objections or issues to a Din Torah hearing, whether procedural or Halachic, shall be submitted to the Menahel of the Review Board at [review@vaadhadinvhoraah.org](mailto:review@vaadhadinvhoraah.org), in accordance with the timeframes provided for in these Rules.

- c. A party that has a complaint shall submit their complaint or question along with their case number, and the Menahel of the Review Board can then decide whether to accept or dismiss the complaint and forward it to either the Rabbinic Board or Board of Directors (whichever entity is deemed appropriate by the Menahel of the Review Board) for review. The Psak Din being questioned must be adhered to, unless the Menahel of the Review Board provides a written statement saying that the Psak Din is on hold.
- d. The Menahel of the Review Board shall be appointed and hired by the Review Board.
- e. The following matters and issues shall be subject to mandatory oversight and review:
  - i. Update, revision, or modification of the Rules;
  - ii. Challenge to jurisdiction of the Vaad, on the basis of alleged bias, personal or financial interest, or excessive entanglement, as described above in Section 3(d);
  - iii. The Vaad declines jurisdiction, or if proceedings have commenced, suspends and/or terminates proceedings, and/or relinquishes jurisdiction, as described above in Section 3(g);
  - iv. Questions of jurisdiction, as described in Section 5(e)(ii);
  - v. Extensions of the deadline for issuing final Psak Din, as described above in Section 24(a);
  - vi. Request by a party for release of the reasoning behind the final Psak Din, as described above in Section 25(a);
  - vii. Decision by Bais Din to refrain from issuing a monthly judgment on accrued charges for the previous month, as described above in Section 26(j);
  - viii. Written application by a party to modify Psak Din on the basis of flaw in a matter of substance, as described above in Section 28(a)(v);
  - ix. Psak Din relating to issues of "Yotzi V'Yiten Kesubah" and/or "Kofin Oso L'Hotzi", and/or sanctions and/or charges potentially impacting, even indirectly, on questions of Get Meusah, as described above in Section 26(b).
- f. Above and beyond matters or issues subject to such mandatory oversight and review (as described above in subsection (e)), the Menahel of the Review Board shall have full and free access to all past and present case files, and if he deems it appropriate, he may share such files with members of the Rabbinic Board and Board of Directors in order to facilitate period review of Piskei Din, to whatever extent the appropriate board deems wise, prudent and appropriate. Any case files forwarded to the Review Board shall have the names of the parties and all other personal information redacted, unless the Menahel of the Review Board deems it necessary for purposes of the review to include the parties' names and any other personal information.
- g. With respect to issues subject to mandatory review (as described herein), in order to facilitate and foster unbiased oversight and review, names and identifying details shall be redacted from the files put before and accessible to the appropriate boards. The above notwithstanding, the Review Board may request access to such redacted information, as well as any other information or clarification they are in need of, insofar as such information and/or clarification is, in their estimation, relevant to the oversight and review process.
- h. After such oversight and review, the appropriate board shall submit their findings and recommendations to the Menahel of the Review Board, who shall act upon and carry out, in as timely a manner as is feasible, such findings and recommendations, including, but not limited to, modification and/or overturn of Psak Din and retrial.

- i. If the Rabbinic Board finds that Bais Din has made a Halachic error in their Psak Din, the Menahel of the Review Board shall immediately notify the Menahel to notify the parties that the Psak Din is on hold.
- j. If the Review Board makes a recommendation with respect to a Psak Din, the Bais Din shall review and consider such recommendation. If the majority of the Dayanim disagree with such recommendation, the head of the Review Board may require a new selection of Dayanim and/or a new Din Torah hearing, or alternatively, he may instruct the Dayanim to issue a new Psak Din. The head of the Board of Directors shall be appointed by unanimous consent of the Board of Directors, and the head of the Rabbinic Board shall be appointed by unanimous consent of the Rabbinic Board.
- k. Bais Din shall not be required to provide any explanations regarding a Psak Din or any aspects of a Din Torah, including but not limited to questions regarding the validity of a Get or other significant Halachic matter, other than to the Review Board.

If you have any questions regarding these Rules, please contact the Vaad Hadin V'Horaah at 845-579-2270, or via email [admin@vaadhadinvhoraah.org](mailto:admin@vaadhadinvhoraah.org).