

## **Do You Get Gets? The Ins and Outs of the Jewish Divorce Process**

As a family law attorney, I have seen many of my Jewish clients face challenges in obtaining a religious divorce, which is commonly referred to as a *get*. On several occasions, I have seen a husband request financial benefits from his wife in exchange for giving her a proper religious divorce. This puts the wife in the extremely difficult position of choosing either a fair financial settlement or fulfillment of her religious obligations, where she is rightfully entitled to have both. While this matter can be frustrating, the good news is that there are several ways to make this process easier. This article will provide information about the importance of obtaining a religious divorce and will provide practical solutions in order to ensure a husband complies in providing a *get*.

It is important to have a basic understanding of Jewish divorce. According to Jewish law, when a husband and wife wish to divorce each other, the husband is obligated to give his wife a *get*, which is a formal document officially granting their divorce. Strictly speaking, a *get* is a one-sided transaction: A *get* is only valid when a husband gives the document to his wife out of his own free will, and the wife accepts the *get* out of her own free will. Although a wife may refuse to accept her *get*, which can also prevent the finalization of the divorce, it is a far more common problem for the husband to refuse to grant his wife a *get* than it is for a woman to refuse to receive the *get* her husband is offering.

Until a woman obtains her *get*, she is considered an *agunah*, which literally means “chained woman” in Hebrew. A woman who is an *agunah* is not permitted to remarry, even if she is civilly divorced from her husband. While a man is also forbidden to remarry until he gives a *get*, the problem is much less serious because the husband has the autonomy to decide if and

when he will go through the process of obtaining a *get*, while this decision is completely out of the wife's control.

Fortunately, there are ways to use the legal system to ensure that a divorcing husband will provide his wife with a proper religious divorce. First, a couple can incorporate a *get* provision into their prenuptial agreement. This is called a *halachic* prenuptial agreement, meaning that it conforms to the requirements of Jewish law. There is language that lawyers and rabbis have drafted together to guarantee that the provision will be enforceable both religiously and in the Georgia courts. It is always a good idea to make sure your family law attorney and your rabbi discuss whatever provisions are being agreed to ensure your rabbi approves the language being proposed is acceptable and meets the necessary requirements.

In today's society, prenuptial agreements have become increasingly commonplace, and most people who sign these agreements do so with an understanding that they are a fallback to turn to only in a worst-case scenario. They tuck the document away in a filing cabinet somewhere and hope that they never have to look at it again, and in many cases, they never do.

However, if a divorce ever does occur, a prenuptial agreement can make the divorce process streamlined and more straightforward and can help the husband and wife avoid unnecessary arguments surrounding obtaining a religious divorce. Further, incorporating a *get* provision into a prenuptial agreement will help put women on equal footing with their husbands and ensure that they are protected should a worst-case scenario occur. If the Jewish community at-large began signing *halachic* prenuptial agreements as a matter of course prior to their marriages, the process would become less stigmatized over time. While a majority of couples would never have to rely on the agreement, it would help protect those that need it.

For divorcing couples that did not sign a *halachic* prenuptial agreement, there is another solution. A couple can incorporate a provision into their settlement agreement, where the husband promises to grant his wife a religious divorce. Since the settlement agreement is a binding contract, Georgia courts will likely enforce this provision. Absent a prenuptial agreement and settlement agreement, Georgia courts will not require a Jewish husband to provide a *get* as part of the divorce.

While divorce is not the most pleasant of topics, it is important for our Jewish community to be aware of the issues that arise in cases where a husband refuses to grant his wife a proper Jewish divorce. Using this article as a starting point, my hope is that we can work together to implement viable solutions to this challenging dilemma.