



8055 W. Manchester Ave., Suite 201
Playa del Rey, California 90293
310-301-2100 Fax:310-301-2102
Email: diana1159@aol.com
www.peace-talks.com

Diana Mercer, Esq
Attorney Mediator

Tara Fass, LMFT
Therapist-Mediator
Lic. #MFT 35078

Summary of the Barry Bonds Premarital Agreement Case

Remember, California *Family Code* Section 1615 (c)(1) was probably drafted in reaction to the results of this case, which now means you must each have an attorney if you want for your premarital agreement to have the best chance of being upheld. This case summary is presented here just because it's interesting.

In re the Marriage of SUSANN MARGRETH BONDS and BARRY LAMAR BONDS. SUSANN MARGRETH BONDS, Appellant, v. BARRY LAMAR BONDS, Respondent.

No. S079760.

SUPREME COURT OF CALIFORNIA

24 Cal. 4th 1; 5 P.3d 815; 99 Cal. Rptr. 2d 252; 2000 Cal. LEXIS 6117; 2000 Cal. Daily Op. Service 6982; 2000 Daily Journal DAR 9250

August 21, 2000, Decided

SUBSEQUENT HISTORY: Rehearing Denied October 18, 2000, Reported at: 2000 Cal. LEXIAS 8073

PRIOR HISTORY: Superior Court of San Mateo County. Super. Ct. No. F-19162. Judith W. Kozloski, Judge.

Court of Appeal of California, First Appellate District, Division Two. Nos. A075328 and A076586.

CALIFORNIA OFFICIAL REPORTS SUMMARY

In a dissolution of marriage action, the trial court entered a judgment upholding the validity of a premarital agreement, finding that the wife did not meet her burden of showing that the agreement, in which the wife waived her community property rights, was involuntary (Fam. Code, § 1615), even though she had not been represented by an attorney and her husband had been. (Superior Court of San Mateo County, No. F-19162, Judith W. Kozloski, Judge.) The Court of Appeal, First Dist., Div. Two, Nos. A075328 and A076586 reversed and

remanded after determining that the agreement was subject to strict scrutiny because the wife had not been represented by counsel.



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The Supreme Court reversed the judgment of the Court of Appeal to the extent that it reversed the judgment of the trial court on the issue of the voluntariness of the premarital agreement, and remanded to the Court of Appeal with directions. The court held that the Court of Appeal erred in holding that premarital agreements are subject to strict scrutiny where the less sophisticated party does not have independent counsel and has not waived counsel according to exacting waiver requirements. Such a holding is inconsistent with Fam. Code, § 1615, which governs the enforceability of premarital agreements. That statute provides that a premarital agreement will be enforced unless the party resisting enforcement can demonstrate either (1) that he or she did not enter into the contract voluntarily, or (2) that the contract was unconscionable when entered into and that he or she did not have actual or constructive knowledge of the assets and obligations of the other party and did not voluntarily waive knowledge of such assets and obligations. The court also held that substantial evidence supported the trial court's finding that the wife voluntarily entered into the agreement. The court further held that considerations applicable to commercial contracts do not necessarily govern the determination whether a premarital agreement was entered into voluntarily, and that a premarital agreement is not to be interpreted and enforced under the same standards applicable to marital settlement agreements, or in pursuit of the policy favoring equal division of assets on dissolution. (Opinion by George, C. J., expressing the unanimous view of the court.)