

## **California**

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California adopted the U.P.A.A. but, like many other states, has made significant modifications through statutory law (legislated law) and common law (court decisions). California altered the procedural and substantive requirements for prenuptial agreements from the U.P.A.A. According to the California Code 1615, a prenuptial agreement is only enforceable if the spouses wait seven days to sign the agreement after first seeing the agreement. If a couple does not abide by this cooling period, the prenuptial agreement is deemed unconscionable and is unenforceable. The California Code also specifies the matters a prenuptial agreement may not cover. According to California Code 1612, couples may not include clauses that would control child support or child custody. Any clause in violation of this will be invalid and unenforceable in a California court.

California has laws which determine how a couple's choice of law provision is treated. In *In re Bonds Marriage*, the Supreme Court of California found that a couple's choice of law clause will be enforced to most matters, however, California law will determine whether the prenuptial agreement is valid.

California also has its own laws that govern conflict of laws for prenuptial agreements. California has adopted the "most significant interest" approach and applies the laws of the jurisdiction with the most significant interest in the couple's prenuptial agreements (except for matters of validity, see above).