



Jury sets aside wedding morning pre-nup

By: David Donovan ◉ January 25, 2018

A Mecklenburg County woman will be able to seek an equitable distribution of her marital assets after a jury set aside a pre-nuptial agreement she signed on the morning of her wedding, finding that the agreement was not entered into voluntarily, the woman's attorneys report.

Bob Hanner and Adam Hocutt of Dozier Miller Law Group in Charlotte report that their client, Lauren Helbein, contended that on the morning of their wedding in 1995, her husband-to-be, Bobby Helbein, drove her to his attorney's office to sign an agreement that he claimed was intended to preserve his business for his sons. Lauren admitted she did not read the agreement and only signed it because when she tried to ask questions, Bobby would repeatedly ask her, "Don't you trust me?"

Lauren testified she asked if she could have her attorney in South Carolina review it, but was told that her attorney could not help since South Carolina had different laws. After the parties separated, Lauren learned that the full extent of the agreement affected more than just Bobby's business interests. Notably, Hocutt said, the agreement falsely stated that Bobby had given Lauren a full disclosure of his assets, but Bobby admitted during trial that this had never happened.

Bobby contended that he had discussed the concept of a prenuptial agreement with Lauren before the morning of their wedding and that she had seen drafts of it ahead of time. Bobby claimed he did not say anything intended to misrepresent the terms of the agreement and did not pressure Lauren to sign it.

On June 15, 2017, after a four-day trial, the jury found in Lauren's favor, finding that the agreement was not entered into voluntarily. This result allows Lauren to proceed with seeking an equitable distribution of the couple's marital assets, which would have been prohibited had the agreement been upheld.

Hocutt said that some of the evidence that was most helpful to his client's case actually came from the defendant's own testimony.

"Parts of the agreement were pointed out to him that he acknowledged on the stand weren't accurate," Hocutt said, specifically citing the language about the full disclosure of assets. "From talking to the jury, they found it pretty offensive that he had signed an agreement representing that he had done certain things prior to signing the agreement that he admitted on the stand 20 years later that he hadn't ever done. I think that tipped the scales for the jury."

Gena Morris of Horack Talley in Charlotte represented the husband. She could not be reached for comment on verdict in time for the print edition of this story.

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VERDICT REPORT – PRE-NUPTIAL AGREEMENT

Case name: *Helbein v. Helbein*

Court: Mecklenburg County District Court

Case number: 15 CVD 14984

Judge: Jena Culler

Date of verdict: June 15, 2017

Attorneys for plaintiff: Bob Hanner and Adam Hocutt of Dozier Miller Law Group in Charlotte

Attorney for defendant: Gena Morris of Horack Talley in Charlotte

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