

MARVIN CHEAT SHEET

SUBSTANTIVE MARVIN LAW

Implied and express agreements regarding property, income, and other matters are enforceable as between cohabiting, unmarried romantic partners.

Legal theories in Marvin cases

Express Agreements

- Written Contracts
- Oral contracts

Implied Agreements

- Implied-in-fact contracts
- Implied-in-law contracts (quantum meruit)

Key things to watch out for in bringing Marvin claims

1. Cohabitation
2. Terms of agreement
3. Lawful Consideration
4. Breach

Defenses

Statute of Limitations

- Generally begins to run upon breach and/or breakup
- 4 years for written agreements
- 2 years for oral and implied agreements
- 2 years for quantum meruit claims

Statute of Frauds

- Could be an issue in cases involving claims to real property
- May be estopped from raising

Lack of Consideration/Unlawful Consideration



Family Law Key Distinctions

- No 2030, no 271 sanctions, no FLARPL.
- No ATROS.
- Likely no interim support or interim monetary relief.
- Financial discovery could be more limited.
Taxpayer privilege applies.
Should tie discovery to facts, claims, defenses at issue in case.
- Jury trial
- Dispositive motions (demurrers, MSJ, etc.) are available.

NOTABLE MARVIN-RELATED CASES



Case Name	Cite	Year	Summary/Notes
Trutalli v. Meraviglia	215 Cal. 698	1932	Non-marital partners may lawfully contract concerning the ownership of property acquired during the relationship.
In re Sonnicksen's Estate	23 Cal. App. 2d 475	1937	Non-marital relationship agreements providing property in return for domestic services are not enforceable after the parties marry, to the extent services performed after marriage.
Brooks v. Brooks	48 Cal. App. 2d 347	1941	Non-marital relationship agreements providing support in return for domestic services are not enforceable after the parties marry, to the extent services performed after marriage.
Hill v. Estate of Westbrook	39 Cal. 2d 458	1952	An express contract between cohabitants to compensate for services performed as a housekeeper is valid unless made in contemplation of an illicit relationship.
Updeck v. Samuel	123 Cal. App. 2d 264	1954	Oral contract between man and woman based on consideration that they are living together as husband and wife, whereas both parties are legally married to other spouses, is void ab initio because it is founded on an immoral consideration and calls for them to live in a state of adultery.

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Case Name	Cite	Year	Summary/Notes
Marvin v. Marvin	18 Cal. 3d 660	19762	Established the enforceability of non-marital cohabitation agreements in California.
Hendersen v. Super. Ct.	77 Cal. App. 3d 583	1978	No Marvin claim for non-marital cohabitation outside of California. There has to be a California connection, such as cohabitation in California, or agreement made in California or meant to be performed in California.
Estate of Fincher	119 Cal. App. 3d 343	1981	Marvin-type contract is breached when one partner terminates the relationship.
Jones v. Daly	122 Cal. App. 3d 500	1981	Oral cohabiters agreement unenforceable where rendition of sexual services was inseparable part of the consideration for the agreement.
Marvin v. Marvin	122 Cal. App. 3d 871	1981	An order requiring rehabilitation payments to a woman by the man with whom she had cohabited for 6 years was invalid where the trial court expressly found that plaintiff benefited economically and socially from her relationship with defendant and suffered no damage therefrom, even with respect to its termination, and also expressly found that defendant never had any obligation to pay plaintiff a reasonable sum as and for her maintenance, that defendant had not unjustly enriched himself by reason of the relationship or its termination, and that defendant had never acquired anything of value from plaintiff by any wrongful act.

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Case Name	Cite	Year	Summary/Notes
In re Marriage of Johnson	143 Cal. App. 3d 57	1983	The provisions of the Family Law Act do not govern the distribution of property acquired by a couple during cohabitation before marriage; therefore, in a dissolution of marriage proceeding, the trial court lacked jurisdiction over the wife's cohabitation claim.
In re Marriage of Stitt	147 Cal. App. 3d 579	1983	Non-marital relationship agreement that is relied on may even be enforced despite contrary behavior during the subsequent marriage.
Watkins v. Watkins	143 Cal. App. 3d 651	1983	The general rule is that Marvin rights that accrue prior to marriage survive the parties' subsequent marriage.
Kroopf v. Guffey	183 Cal. App. 3d 1351	1986	Family law standards of jurisdiction inapplicable to Marvin claims. Standards applicable to civil claims apply.
Milian v. De Leon	181 Cal. App. 3d 1185	1986	Marvin-type contracts fail only to the extent that they rest on a consideration of meretricious sexual services. Calls into question the cohabitation requirements discussed in Taylor v. Fields.
Schafer v. Super. Ct.	180 Cal. App. 3d 305	1986	Marvin cause of action is civil matter, not a family law matter. It should not be processed under family law rules.

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Case Name	Cite	Year	Summary/Notes
Tannehill v. Finch	188 Cal. App. 3d 224	1986	Marvin claims for real property are subject to clear and convincing evidence standard.
Taylor v. Fields	178 Cal. App. 3d 653	1986	"Stable" relationship arising out of cohabitation is a prerequisite to Marvin recovery.
Kurokawa v. Blum	199 Cal. App. 3d 976	1988	Marvin claims accrue upon breach--usually, at separation. Standard statutes of limitation apply to Marvin-type contract claims--four years for written contracts, two years for oral or implied contracts.
Whorton v. Dillingham	202 Cal. App. 3d 447	1988	Defendant estopped from asserting statute of frauds defense. Even if sexual services are part of the contractual consideration, any severable portion of an agreement supported by independent consideration will still be enforced. Statute of limitations for "other equitable claims" is four years.
Bergen v. Wood	14 Cal. App. 4th 854	1993	In the absence of cohabitation, an agreement to provide financial support or share earnings and accumulations will probably not be enforceable because it would lack consideration independent of the sexual aspect of the relationship.

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Case Name	Cite	Year	Summary/Notes
Friedman v. Friedman	20 Cal. App. 4th 876	1993	No statutory duty of support under Marvin claim; absent showing of irreparable injury, cannot use a Marvin claim as a means to obtain pendente lite support. Note that monetary loss or need of money is insufficient here, because an award of damages (support) constitutes an adequate legal remedy, precluding issuance of an injunction.
Byrne v. Laura	52 Cal. App. 4th 1054	1997	Cohabitant's oral promise for lifetime support of the other cohabitant was not subject to the Statute of Frauds because it was not a contract to make a will or devise. Oral promises in a Marvin-type agreement are enforceable against an estate, even though one of the parties to the agreement has died.
Cochran v. Cochran	56 Cal. App. 4th 1115	1997	If, despite the parties' separation, defendant performs on agreement, Marvin claim accrues when agreed-upon performance stops-- e.g., when support payments stop.
Maglica v. Maglica	66 Cal. App. 4th 442	1998	Unmarried cohabitant has no cognizable claim for breach of fiduciary duty if there is no contract between the parties to own property jointly or entrust property between one another. Statute of limitations for quantum meruit claim is two years.

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Case Name	Cite	Year	Summary/Notes
Cochran v. Cochran	89 Cal. App. 4th 283	2001	Cohabitation requirement is satisfied in appropriate cases by a part-time cohabitation arrangement.
Deary v. Super. Ct.	87 Cal. App. 4th 1072	2001	Tax returns are privileged against discovery in Marvin-type cases.
Velez v. Smith	142 Cal. App. 4th 1154	2006	Cannot adjudicate Marvin claims as part of a dissolution petition.
Kinsella v. Kinsella	45 Cal. App. 5th 442	2020	Example of evidence constituting a prima facie showing that Marvin claim does not exist.
Sass v. Cohen	10 Cal. 5th 861	2020	Marvin plaintiff pleading an accounting action must plead an estimate of specific dollar amount to support a default judgment awarding monetary relief.

SPEAKERS



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