



ADR Services, Inc. Presents

LITIGATING AND RESOLVING MARVIN CLAIMS

July 19, 2023

ORIGIN OF *MARVIN* CASES IN CALIFORNIA

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No Common Law Marriage in California

Non-Marital Cohabitants Not Entitled To *Family Code* Community Property and Spousal Support Rights

Marvin Actions are Civil Actions – not governed by the *Family Code*

PRE-MARVIN CASE LAW

- *Trutalli v. Meraviglia*, 215 Cal.698 (1932)
- *In re Sonnicksen's Estate*, 23 Cal.App.2d 475 (1937)
- *Brooks v. Brooks*, 48 Cal.App.2d 347 (1941)
- *Hill v. Estate of Westbrook*, 39 Cal.2d 458 (1952)
- *Updeck v. Samuel*, 123 Cal.App.2d 264 (1954)

MARVIN V. MARVIN,
18 CAL.3D 660 (1976)



Nonmarital cohabiting romantic partners may enter into contracts ordering their economic affairs any way they choose. Such a contract is enforceable unless “it explicitly [and inseparably] rests upon the immoral and illicit consideration of meretricious sexual services.”

MARVIN V. MARVIN,
18 CAL.3D 660 (1976)

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- Express or Implied contracts
- Breach of an express or implied contract between nonmarital cohabiting partners gives rise to a civil claim

***MARVIN* CLAIMS DISTINCT FROM “PUTATIVE SPOUSE” CLAIMS**

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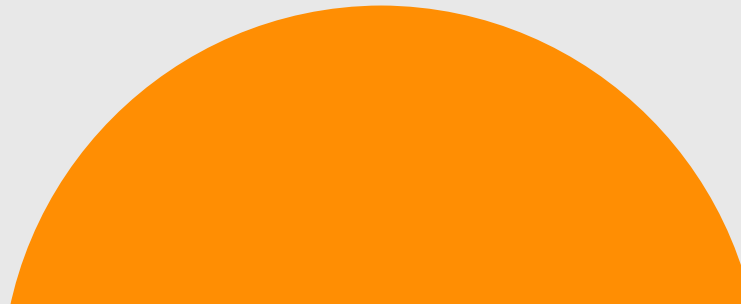


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Both claims involve lack of valid marriage.

“Putative Spouse” claims require a party who had a good faith belief that the marriage was valid.

“Putative Spouse” claims are governed by *Family Code*.



LEGAL THEORIES IN *MARVIN* ACTIONS



- **Express**
 - A) Written Contracts
 - B) Oral Contracts
- **Agreements**

- **Implied**
 - A) Implied-in-fact Contracts
 - B) Implied-in-Law Contracts
(Quantum Meruit)
- **Agreements**

KEY THINGS TO WATCH OUT FOR IN BRINGING *MARVIN* CLAIMS

COHABITATION

A

Need a stable relationship arising out of cohabitation. (*Tannehill v. Finch*, 188. Cal.App.3d 224 (1986)).

B

Part-time cohabitation is sufficient. *Cochran v. Cochran*, 89 Cal.App.4th 283 (2001).



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KEY THINGS TO WATCH OUT FOR IN BRINGING *MARVIN* CLAIMS

AGREEMENT TO SHARE PROPERTY OR SUPPORT

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**Must be
sufficiently
definite**

KEY THINGS TO WATCH OUT FOR IN BRINGING *MARVIN* CLAIMS

CONSIDERATION

A

Need consideration
beyond meretricious
sexual services.

Jones v. Daly, 122

Cal.App.3d 500
(1981)

B

Companionship,
homemaking services,
etc., likely suffice provided
there is consideration.

Marvin v. Marvin, 18 Cal. 3d
670, n.5.



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KEY THINGS TO WATCH OUT FOR IN BRINGING *MARVIN* CLAIMS

BREACH

A

Breach generally occurs upon termination of relationship.

Estate of Fincher, 119
Cal.App.3d 343 (1981)

B

If supporting partner does not breach at relationship termination, breach occurs upon failure to perform under agreement – e.g., failure to provide support, failure to split property. *Kurokawa v. Blum*, 199 Cal.App.3d 976 (1988)



INVESTIGATION AND PLEADING ISSUES

Investigating Claims and Gathering Evidence

- A) Client Interview
- B) Documents
- C) Assessing claim strength



INVESTIGATION AND PLEADING ISSUES

Good idea to plead as much detail as possible, particularly when dealing with oral agreements and implied contracts.

Putting Together the Complaint

INVESTIGATION AND PLEADING ISSUES

- Quantum Meruit
- Constructive Trust
- Equitable Estoppel
- Court may fashion new equitable remedies

Equitable Claims



THANK YOU!

Back to the Presentation