MOCK LAW LITIGATION

FREE E-BOOK

“He Said He’d Always Take Care of Me”

What Unmarried Couples Need to Know About Marvin Claims in California

READ ME FIRST!

A Note Before You Begin

Breaking up is hard enough on its own. But when you have spent years building a life with someone — sharing a home, raising a family, supporting their career, or giving up your own — and you were never legally married, you may feel as though the law has nothing to offer you. That feeling is understandable. And it is not necessarily correct.

California law recognizes that unmarried couples who live together can form legally enforceable agreements about property, finances, and support — and that courts can hold one partner accountable when those agreements are broken. These claims are called ***Marvin claims***, named after a landmark 1976 California Supreme Court decision that changed the law across the country.

Both men and women — in opposite-sex and same-sex relationships — have successfully brought Marvin claims. These are not just celebrity cases. Every day, ordinary Californians who were told “I’ll always take care of you” — and believed it — find themselves with legal options they did not know existed.

Important Disclaimer:
This guide is provided for general educational purposes only and does not constitute legal advice. Every situation is unique. Please consult a qualified California attorney before making any decisions based on information in this guide.

Warm regards,
Mock Law, APC

Table of Contents

PART 1

The Case That Started It All: Marvin *v. Marvin*

To understand Marvin claims, you have to go back to 1960s Hollywood — and a relationship between two people who never expected to end up making legal history.

Lee and Michelle: The Story Behind the Law

Michelle Triola was a singer and actress when she met Lee Marvin, one of Hollywood's biggest stars, in the early 1960s. She moved into his home. She cooked, kept house, traveled with him on location, and managed their domestic life. By her account, she gave up her own entertainment career — real opportunities, real income — to be his full-time companion and partner. They were together for six years. They never married.

When Lee Marvin left Michelle for another woman in 1970, he offered her nothing. No property. No support. Nothing.

She hired Marvin Mitchelson, a flamboyant Los Angeles attorney, who argued that regardless of the absence of a marriage certificate, Lee Marvin had made an oral promise to share his earnings and support Michelle for the rest of her life. Mitchelson filed suit in civil court.

The Supreme Court's Landmark Ruling

The case, Marvin v. Marvin, 18 Cal. 3d 660, reached the California Supreme Court in 1976. The Court's ruling was historic. For the first time in American law, a court held that unmarried adults who live together — cohabitants — could form legally enforceable agreements about their property and financial support. These agreements could be written, oral, or even implied by the parties' conduct.

> **The Court's Key Holding:**
>
> "Adults who voluntarily live together and engage in sexual relations are nonetheless as competent as any other persons to contract respecting their earnings and property rights."
>
> The Court also held that equity-based relief — such as constructive trust and unjust enrichment — was available even when no express agreement could be proven.

The decision was front-page news across the country. The media coined the term "palimony" — a blend of "pal" and "alimony" — to describe the type of support being sought. Courts use the formal term "Marvin claim" or "Marvin action," but "palimony" stuck in the public consciousness.

By the time the trial concluded in 1979, more than 1,000 palimony suits were pending in California courts alone. The case had prompted courts in fifteen other states to reconsider how they treated long-term cohabiting relationships outside the legal framework of marriage.

What Happened to Michelle?

On April 18, 1979, Judge Arthur K. Marshall ordered Lee Marvin to pay $104,000 to Michelle for "rehabilitation purposes" — to help her re-enter the workforce she had left behind. The judge denied her broader claim for one half of the $3.6 million Lee had earned during their six years together.

The award was later overturned on appeal in 1981, with the court finding insufficient grounds for even the rehabilitation payment. Michelle received nothing. But the precedent — the legal framework establishing that unmarried cohabitants have enforceable rights — survived and thrives today.

PART 2

Elements of a Marvin Claim

Not every broken relationship gives rise to a Marvin claim. California courts look for specific elements before allowing such a case to proceed. Understanding these requirements is essential before deciding whether you have a viable legal claim.

1. Cohabitation Is a Required Element

The single most important threshold requirement is that the parties must have lived together — cohabitated — as a domestic couple. Dating, even exclusively and for many years, is not enough. Courts look for a shared residence that reflects a genuine domestic-partnership arrangement: a shared home address, commingled household expenses, shared daily life.

There is no minimum duration required by statute. A six-month live-in relationship can give rise to a Marvin claim if the other elements are present. As a practical matter, however, longer cohabitation tends to generate more evidence of an agreement and more substantial contributions by the claimant — both of which strengthen a claim.

2. An Agreement — Express or Implied

A Marvin claim is fundamentally a contract claim . The person bringing the claim must establish that the parties had some form of agreement — written, oral, or implied by their conduct over time — regarding property, finances, or ongoing support.

Express Written Agreement

A cohabitation agreement, letter, email exchange, or other written document reflecting the parties' financial intentions. This is the strongest and most easily provable form of Marvin claim.

Express Oral Agreement

Direct verbal promises made between the partners during the relationship — "I will support you if you give up your career," "Everything we build together is half yours," "You'll never have to worry about money." These can be proven through testimony, texts, emails, and the accounts of witnesses.

Implied Agreement

No explicit words, but the parties' conduct over the course of the relationship implies a mutual understanding — for example, one partner working while the other maintains the household, or both partners publicly representing themselves as a domestic unit with shared finances.

3. Contributions by the Claimant

The person bringing the Marvin claim must show that they made meaningful contributions to the relationship or to the other partner's financial position. Courts consider a broad range of contributions:

- Managing the household or raising children while the other partner pursued their career
- Providing direct financial contributions to jointly used assets
- Foregoing employment, career advancement, or education
- Assisting in building or managing a partner's business
- Supporting a partner through school, training, or career transitions

4. *Marvin* Claims Are Gender-Neutral

Marvin law applies equally regardless of the claimant's gender, the gender of the respondent, or the nature of the relationship. Men have brought successful Marvin claims against women. Same-sex couples — particularly before marriage equality — frequently relied on Marvin law to protect their financial interests when long-term relationships ended. The law does not presume that one partner is more likely to be the claimant than the other.

Consider, for example, a man who leaves a well-paying position in finance to relocate across the country with his girlfriend, move into her home, and support her as she builds a startup company. She repeatedly assures him that the company — and everything they build together — will be shared equally. Years later, after the company succeeds and the relationship ends, she claims he has no legal rights to any of it. Under Marvin, he may have a viable claim based on the oral promises made during cohabitation and the contributions he made in reliance on them.

What a Marvin Claim Can Seek:

- Division of property accumulated during the cohabitation period
- Compensation for the reasonable value of domestic services rendered and career sacrifice
- Enforcement of an express promise of financial support
- Constructive trust over property held by the other partner
- Unjust enrichment relief

PART 3

Why Civil Court — Not Family Court

One of the most important — and often counterintuitive — things to understand about Marvin claims is where they must be filed. When a long-term relationship ends, most people instinctively think of “family law.” If you were not married, however, family law court is the wrong place. Your dispute belongs in civil court.

The Family Law Court Has No Jurisdiction

California’s family law courts exist to resolve disputes that arise from legally recognized marriages. They divide community property, award spousal support, establish custody and child support, and dissolve the legal status of marriage. These courts derive their power from the Family Code.

Unmarried couples have no community property under the Family Code. There is no marital status to dissolve. A family law judge simply has no legal authority to hear a Marvin claim and would have no basis to grant relief. Filing in the wrong court is not just a procedural inconvenience — it is a dead end.

Marvin Claims Are Contract and Equity Cases

At their core, Marvin claims are not about marriage — they are about broken promises and unjust enrichment. These are the domain of civil law. When you file a Marvin claim, you are suing your former partner just as you would sue any other person who breached a contract with you or was unjustly enriched at your expense. The case is governed by civil procedure, not family law procedure.

Family Law Court — For Married Couples

- Jurisdiction over legal marriages only
- Divides community property under the Family Code
- Awards spousal support and child support
- No authority to hear Marvin claims
- Family law court only holds bench trials — there are no jury trials

Civil Court (Superior Court) — For Marvin Claims

- Hears contract, equity, and unjust enrichment claims
- Can award monetary damages and impose constructive trusts
- Can order property division based on agreements between unmarried partners

Practical Implications: Statutes of Limitations

Because Marvin claims are civil cases, the usual civil statutes of limitations apply — and they are strictly enforced. Under California law:

- **Oral contracts:** 2 years from the time the claim accrues
- **Written contracts:** 4 years from the time the claim accrues
- **Quantum meruit / unjust enrichment:** 2-3 years, depending on the theory

The clock typically begins running when the cohabiting relationship ends or when one party clearly repudiates the agreement. Waiting even a few months too long can permanently bar your claim. This is one of the most important reasons to consult an attorney immediately after a cohabiting relationship ends.

The Burden of Proof Is on the Claimant

Unlike family law proceedings — where community property rights are presumed and the burden of proof is often shared — in a Marvin claim, the plaintiff bears the burden of proving both that an agreement existed and that the other party breached it. That burden is met by a preponderance of the evidence — meaning it must be more likely than not that the agreement existed and was broken. Think of it as just over 50%: the evidence tips the scales in the claimant's favor. This standard makes evidence-gathering critical. Every text message, email, financial record, and witness who can speak to the nature of the relationship has potential value.

Most Cases Settle

Like most civil litigation, Marvin claim cases most often settle before trial. Trials are expensive, time-consuming, and emotionally draining — and the outcome is never guaranteed. Parties are strongly encouraged to explore mediation, a confidential process in which a neutral third party helps both sides reach a mutually acceptable resolution. Mediation can significantly reduce attorney fees and other litigation costs, while giving both parties more control over the outcome than leaving the decision to a judge.

PART 4

Marvin Claims in the News

Marvin claims are not legal relics from the 1970s. They continue to arise in high-profile contexts, illustrating both the continued importance of the Marvin doctrine and the many ways these cases can play out — in court and in the press.

Southern v. Johnson — The Bryan Johnson Case

Among the most publicly discussed recent Marvin cases is the lawsuit filed by Taryn Southern, a singer, filmmaker, and AI entrepreneur, against Bryan Johnson, the tech executive and biohacking pioneer best known for his Project Blueprint longevity initiative.

Southern alleged that during the period when she and Johnson cohabitated, he made repeated promises to financially support her for life and to share assets accumulated during their relationship. Her complaint, filed in Los Angeles County Superior Court, asserted multiple legal theories: breach of express oral Marvin agreement, breach of implied Marvin agreement, and unjust enrichment. These are classic Marvin claim theories.

Johnson vigorously contested the claims. The case ultimately turned not on the merits of the Marvin agreement itself, but on a procedural issue: an arbitrator determined that Southern had waived her right to bring the Marvin-based claims through a prior employment separation agreement she had signed. The arbitrator's ruling was later confirmed by a Los Angeles Superior Court judge. The underlying question of whether a Marvin agreement actually existed was never adjudicated on its merits.

What the Johnson Case Illustrates:

A Marvin claim — even a potentially meritorious one — can be defeated entirely by procedural hurdles that have nothing to do with the underlying facts. Arbitration clauses, prior settlement agreements, and separation agreements can eliminate your right to pursue a Marvin claim before the case ever begins. Never sign any separation or settlement agreement without first consulting an attorney who can advise you on the long-term consequences for potential Marvin claims.

Cameron v. Griffin — The Blake Griffin Case

In February 2018, Brynn Cameron — a former USC basketball player and mother of two children with NBA star Blake Griffin — filed a palimony lawsuit against Griffin in Los Angeles County Superior Court. The complaint alleged that Griffin had repeatedly promised to support Cameron financially for life and to share his earnings equally, in exchange for her giving up her career in sports marketing and her own interior design business.

The lawsuit painted a vivid picture of Marvin doctrine in action: Cameron alleged she served as Griffin's "personal assistant, meal planner, scheduler, stylist, publicist, party planner, nurse, nutritionist, branding expert, and therapist" — a comprehensive set of contributions made in reliance on his financial promises. The complaint further alleged that Griffin had abruptly ended their engagement and pursued a relationship with Kendall Jenner, walking away from his prior commitments to Cameron.

The case settled in January 2019, approximately one year after it was filed, with the settlement reached during private negotiations just hours before the parties were due in court. Terms were not disclosed. The case drew significant attention to how Marvin claims function when one partner sacrifices a career to support a high-earning partner — and to the importance of reaching settlement rather than exposing private matters at trial.

Alderson v. Alderson — The Landmark Implied-Agreement Case

While many Marvin cases involve express oral promises, the California Court of Appeal's decision in Alderson v. Alderson (1986) 180 Cal.App.3d 450 established a critical principle that continues to shape Marvin litigation today: a cohabiting couple's conduct alone — without any explicit verbal agreement — can give rise to a legally enforceable Marvin claim.

In Alderson, the parties had lived together for many years, pooled their income, and jointly purchased property. When the relationship ended, one partner argued that no agreement had ever been made because the subject was never discussed. The Court of Appeal disagreed. It held that the couple's pattern of conduct — treating earnings and property as shared over an extended period — was itself sufficient to imply a mutual agreement to share those assets.

Alderson is routinely cited by California attorneys in Marvin cases where no written or oral agreement exists, and it remains one of the most important post-Marvin decisions for claimants who built a shared financial life without ever formalizing it in words. Its continued influence is evident in cases ranging from same-sex cohabitation disputes to tech-industry relationships where one partner's startup succeeds after the other partner contributed years of unpaid support.

What Alderson Illustrates: You do not need a written contract — or even a verbal promise — to have a Marvin claim. If you and your partner lived together and consistently treated your finances and property as shared, California courts may find an implied agreement. The pattern of your relationship is evidence.

The Central Lesson of Marvin Law: Promises made between cohabitating partners can carry the same legal weight as a written contract — if you can prove them. The challenge is the proof.

PART 5

Frequently Asked Questions

Q: Do I need a written agreement to bring a Marvin claim?

No. California law recognizes oral and implied agreements. However, a written cohabitation agreement is far easier to prove in court and far harder for the opposing party to deny. Without a written agreement, your case depends primarily on witness testimony, text messages, emails, financial records, and other evidence of the promises that were made and the contributions that were given.

Q: How long do I have to file a Marvin claim?

For oral agreements, the general statute of limitations is two years from the time the claim accrued — typically when the cohabiting relationship ended or when the other party repudiated the agreement. For written contracts, the period is four years. These are hard deadlines. Do not wait to consult an attorney.

Q: Can I receive ongoing support payments — like alimony?

Marvin law does not automatically entitle a claimant to ongoing periodic support payments. Courts may award a lump-sum payment for property owed or for the reasonable value of services rendered. Whether true ongoing "palimony" — periodic support payments — is available depends entirely on what agreement can be proven. The original Marvin award was for a lump sum and was ultimately overturned on appeal.

Q: What if we never explicitly discussed finances or property?

Courts may find an implied agreement based on how the couple actually conducted themselves over the course of the relationship — for example, one partner consistently working while the other managed the home, or both parties publicly presenting themselves as a financial unit. An attorney can evaluate whether the facts of your specific situation support an implied-agreement theory.

Q: Is a cohabitation agreement a good idea even if we plan to stay together?

Absolutely — for both partners. A well-drafted cohabitation agreement removes ambiguity, prevents costly and painful litigation, and ensures that both people's expectations about property and finances are clearly documented. Think of it as a prenuptial agreement for unmarried couples. The process of drafting one can also prompt important conversations about financial expectations that are better had early than late.

Closing Thoughts

Marvin claims exist because California law recognizes a fundamental truth: the promises people make to one another matter — and when those promises shape major life decisions, such as leaving a career, raising a family, or building a shared life, the law may hold the person who made them accountable.

The absence of a marriage certificate does not make those promises less real, less meaningful, or less legally significant. It does, however, make them harder to prove — and it places the burden squarely on the person who was left behind to build the case.

If you are leaving a long-term cohabiting relationship in which financial promises were made and not kept — or if you are the person who made such promises and are now facing a claim — the stakes are real. Marvin cases can involve significant assets, complex factual disputes, and high litigation costs. They require experienced civil litigation counsel.