

LEGAL MEMORANDUM

TO: Peter Hong
FROM: Travis Kirby
DATE: October 28, 2025
RE: Deborah Woods and a potential cohabitation agreement

QUESTION PRESENTED

Did Deborah Woods and Kevin Hogan enter into a valid cohabitation agreement when Kevin asked Deborah to live together as non-marital romantic partners; he provided for all financial expenses while Deborah gave up her career to manage the household; and he expressly referred to her as his “lover” on multiple occasions?

BRIEF ANSWER

Yes. Under California law, cohabitation agreements are enforceable between two unmarried individuals when the agreement is not based on meretricious sexual considerations. Such contracts, whether express or implied, are required only to show an agreement of partnership, joint venture, or some other tacit understanding between the parties. Cohabitation is a requirement of such agreements, however living together in a full-time arrangement is not a requirement—so long as it can be shown that a stable and significant relationship arises from cohabitation. Deborah and Kevin entered into an oral agreement in December 2020, reaffirmed that agreement in January 2021, and manifested tacit understanding through the consequences of Deborah’s decision to move in with Kevin. Despite sharing a less than full-time living arrangement, it can be shown through both words and conduct that the relationship was both significant and that stability arose from cohabitation. Finally, Kevin’s use of the word “lover” *around* the agreement does not indicate in any way it was *an element* of the agreement. Therefore, the cohabitation agreement between Deborah and Kevin is valid and enforceable.

STATEMENT OF FACTS

In high school, Deborah Woods’ family experienced financial hardship. Determined to help her family, Deborah looked to social media for opportunities. She noticed that her content regarding beauty tips was getting lots of attention. During her senior year in high school, she managed to get 1 million followers on Instagram. By the time she graduated, Deborah was offered hundreds of affiliate advertising programs. This changed the nature of her social media content. She traveled the world and created content on global beauty customs. By the time she was 22 years old, Deborah spent more than half of her time traveling internationally. It was quite lucrative as well. That year, she was making, on average, \$40,000/month through her affiliate deals. She was able to buy a modest home for her parents in Peabody and lived there when she was not traveling. Deborah purchased the home in her name. This went on for the next 2 years.

In 2020, Deborah, now 24 years old, was living the life she always dreamed of. She loved traveling and meeting people all over the world. On an airplane ride to Paris, she met Kevin Hogan. At that time, Kevin Hogan was a 65 year-old retired professional football coach. He had a successful career, winning multiple Super Bowls. Having just retired, Kevin’s plan was to travel the world before he figured out his next move. In 2020, Deborah and Kevin traveled the world together as their romance grew. Around Christmas time in 2020, while they were in Greece, Kevin received a lucrative opportunity as head coach at a well-known California university. His five-year guaranteed salary was \$62M. He told Deborah she should

move with him to Los Angeles. Deborah expressed reservations, in particular with her career traveling the world. Kevin responded: "I love you. You are my soulmate and I cannot imagine life without you. In fact, I don't want to ever live my life without you. You are the best friend and lover that I have ever had. I've been married 5 times before, and although I'll never marry again, I want this to be forever. I have to take this job and I need someone by my side. Will you be that someone?" Deborah, not wanting to lose Kevin, responded "Yes!" On New Year's Day 2021, Kevin purchased a home in Beverly Hills worth \$10M. He asked Deborah to move in and decorate the home.

Deborah then changed her social media theme and content to interior design. This was not popular with her followers. Deborah lived in Kevin's home where she managed the domestic workers. There was a full time cook, two housekeepers, a car manager, a handyman, and two landscapers. Kevin paid for all living expenses and gave Deborah a weekly allowance of \$5,000. Deborah spent her days working out, shopping, and hanging out with her friends. When Kevin was home, they did typical things that typical couples do.

From 2021 to 2024, Kevin was very busy with his football coaching duties. As part of his financial package, the university provided him with on-campus housing. It was a small apartment where he stayed several nights per week. Other times, Kevin was required to travel for away games and for recruitment trips. On average, he slept at home about $\frac{1}{4}$ of the time.

In January 2023, Deborah's father died and her mother asked Deborah to move back to Peabody so she would not be alone. Deborah asked Kevin what he thought about her living with her mother during the football season. Kevin replied, "We're not married. Do what you want. But, come back when the season is over. I'll miss my companion and lover." Deborah decided to live with her mother from August to December. She did the same thing in 2024. During her time in Peabody in 2024, Deborah had an affair. In January 2025, she went back to Beverly Hills where she disclosed her affair to Kevin and begged for forgiveness. Kevin replied, "There is nothing to forgive. Get out of my house!"

DISCUSSION

Since 1976, California courts have recognized the right of unmarried romantic partners to enforce agreements about property and support. Before *Marvin v. Marvin*, 18 Cal.3d 660 (1976), California case law generally regarded nonmarital cohabitation as immoral. In most cases, any agreement stemming from nonmarital cohabitation was inherently unenforceable. In their decision in *Marvin*, the California Supreme Court recognized that "the mores of society have indeed changed so radically in regard to cohabitation that we cannot impose a standard based on alleged moral considerations that have apparently been so widely abandoned by so many." *Marvin v. Marvin*, 18 Cal.3d 660, 684 (1976).

In recognizing the societal necessities of the cultural zeitgeist, the Court established a binding precedent for analyzing the validity of any claims made on the growing number of nonmarital cohabitation agreements. Today, we examine the validity of a cohabitation agreement between Deborah Woods and Kevin Hogan through this lens. Deborah and Kevin moved in together in 2021 and lived together as an unmarried couple until 2025. Under *Marvin*, a valid and enforceable cohabitation agreement to exist between them, it must be shown that: 1) The parties were cohabiting and unmarried; 2) an agreement of partnership, joint venture, or otherwise tacit understanding existed; and 3) the agreement was not based on inseparable meretricious sexual considerations. To understand application of this rule, an analysis of the circumstances in *Marvin* is required.

A. *Marvin v. Marvin*, 18 Cal.3d 660 (1976)

The parties in *Marvin* were film actress, model, and singer, Michelle Marvin, and film actor Lee Marvin. Michelle and Lee entered into an oral agreement in 1964. As part of the agreement, Michelle would “give up her lucrative career as an entertainer (and) singer,” and move into Lee’s home. She would assume the roles of companion, homemaker, housekeeper, and cook to Lee. In return, Lee agreed to “provide for all of [Michelle’s] financial support and needs for the rest of her life.” Further, they agreed to “combine their efforts and earnings and would share equally any and all property accumulated as a result of their efforts, whether individual or combined.” They also agreed to hold themselves out publicly as husband and wife. At the time of the initial agreement, Lee was still married to his wife, Betty Marvin. Their divorce was not finalized until 1967. *Marvin v. Marvin*, 18 Cal.3d 660, 666 (1976).

Michelle and Lee lived together from 1964 until 1970, during which Michelle fulfilled all elements of the agreement. In 1970, Lee compelled Michelle to leave his home. Lee continued to financially support Michelle until November 1971. Michelle then filed a complaint for breach of contract in district court. At trial, Lee filed a motion to dismiss. Because he and Michelle both stipulated that his marriage overlapped with the period of their cohabitation, the court treated Lee’s motion to dismiss as a motion for judgment on the pleadings. The court granted Lee’s motion, stating that Michelle’s contractual allegations stand no cause of action. Michelle moved to set aside the judgment and amend her complaint, claiming that her agreement with Lee was reaffirmed after Lee’s divorce was finalized. The trial court denied Michelle’s motion, so she appealed. The California Supreme Court took the case on appeal to scrutinize: Can unmarried couples living together enforce property and support agreements?

The Court decided that both express and implied agreements between unmarried cohabiting partners were enforceable, so long as they did not rest upon meretricious sexual considerations. Their reasoning began with the rejection that contracts between unmarried partners were automatically unenforceable: “In *Trutalli v. Meraviglia* (1932) [...] we established the principle that nonmarital partners may lawfully contract concerning the ownership of property acquired during the relationship. We reaffirmed this principle in *Vallera v. Vallera* (1943) [...], stating that ‘If a man and woman (who are not married) live together as husband and wife under an agreement to pool their earnings and share equally in their joint accumulations, equity will protect the interests of each in such property.’” *Marvin v. Marvin*, 18 Cal.3d 660, 667-668 (1976). The Court then rests their holding “on the principle that 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.” *Marvin v. Marvin*, 18 Cal.3d 660, 674 (1976). While payment for illicit sexual services cannot be contracted, agreements to pool earnings and property during the relationship in accordance with laws governing community property are entirely legitimate.

I. AGREEMENT

At issue is: Did Deborah and Kevin enter into an agreement of partnership, joint venture, or otherwise tacit understanding to live together, support each other, and pool their accumulated property? The *Marvin* court held that “express agreements will be enforced unless they rest on an unlawful meretricious sexual consideration. We add that in the absence of an express agreement, the courts may look to a variety of other remedies in order to protect the parties’ lawful expectations.” *Marvin v. Marvin*, 18 Cal.3d 660, 676 (1976). A contract, under California Civil Code §1549, is “an agreement to do or not do a certain thing.” California Civil Code §1620 states an express contract “is one, the terms of which are stated in words.” California Civil Code §1621 states an implied contract “is one, the existence and terms of which are manifested by conduct.” Therefore, to show a cohabitation agreement existed between Deborah and Kevin regarding support and property, it must be shown that 1) they made an agreement to do or not do a

certain thing, 2) the agreement was stated in words or manifested by conduct, and 3) the agreement pertained to financial support and the accumulation of property.

In *Marvin v. Marvin*, Michelle gave up her career to provide services as a companion, homemaker, housekeeper, and cook to Lee. In return Lee agreed to provide financial support for the rest of Michelle's life. They also agreed to accumulate and share wealth and property. During the period of their cohabitation, they did so in Lee's name. Lee and Marvin made these agreements orally and affirmed they did so through pleadings. In Deborah's case, she made an oral agreement as well, however that agreement pertained only to "be that someone" by Kevin's side, live with him, and to decorate their home. This inherently implies an agreement existed to "do a certain thing" and it was "stated in words." However, it is not expressly stated that Deborah and Kevin were agreeing to support each other, pool their earnings, or share accumulated property. Therefore, for Deborah to prove a cohabitation agreement existed, it must be shown to be manifested through conduct of the parties.

In *Marvin*, the Court held that services rendered under a cohabitation agreement merit consideration as contributions to a household, much like contributions of funds or property. *Marvin v. Marvin*, 18 Cal.3d 660, 684 (1976). Under that reasoning, Michelle's rendered services were clearly contributions. Beyond those, other elements also tacitly implied the assumption of agreement between her and Lee. Michelle's decision to leave her career as an actress and singer implied an understanding of economic support through the sacrifice of her own income, or any potential future income. Further, it implied an agreement of sharing accumulated wealth: Michelle's career sacrifice formed an immediate potential limiting factor to future work. This is particularly true for the entertainment industry, which historically values consistency of work and name recognition. This limiting risk implied an understanding and acceptance of it, as Lee and Marvin had every intention to remain a couple indefinitely.

Much like Michelle, when Deborah agreed to live with Kevin, she gave up her "dream" career as a travel and beauty influencer making \$40,000 a month. This sacrifice was not expressly stated, nor did Deborah's career end in an immediate sense. Instead, both Deborah and Kevin were aware of the essential nature of travel to her income; moving to Los Angeles effectively severed a vital component of Deborah's brand that she had built since graduating high school. While Deborah's failed attempt at rebranding her social media business could indicate that she did not sacrifice her career, but rather lost her affiliate partners because of her own business decisions, the tacit understanding that she would cease traveling, her reservations about doing so, and Kevin's insistence in asking her to live together all indicate an understanding that she risked losing income and that Kevin would support her if that occurred. The fact that Kevin provided \$5,000 in weekly allowance for Deborah emphasizes this fact. Therefore, it is likely a court would find that Deborah and Kevin's agreement pertained to financial support and the accumulation of property.

II. NONMARITAL COHABITATION

Did Deborah and Kevin cohabit when Kevin only spent $\frac{1}{4}$ of his time at their shared residence? *Marvin* requires that both parties cohabited during their relationship. *Cochran v. Cochran*, 89 Cal.App.4th 283 (2001), clarified the extent of cohabitation requirement. The court held that nonmarital partners who share less than a full-time living arrangement fulfill *Marvin's* cohabitation requirements if they were parties to a "significant and stable relationship arising from cohabitation." *Cochran v. Cochran*, 89 Cal.App.4th 283, 291 (2001). Therefore, Deborah's agreement with Kevin is enforceable under *Marvin* if it can be shown that they shared 1) a significant relationship, 2) a stable relationship, and 3) the relationship arose from cohabitation.

The parties in *Cochran v. Cochran*, Patricia and Johnnie, began their relationship in 1966, while Johnnie was still married to his first wife. Patricia later changed her surname to share Johnnie's. In 1973, they had a son. In 1974, Patricia and Johnnie bought a house in North Hollywood in both of their names. Johnnie owned another home in Los Angeles and began splitting his time between both residences. He stayed with Patricia and their son two to four nights a week. He kept clothes in the North Hollywood home, ate meals there, and Johnnie held himself out as husband to Patricia. In 1978, Johnnie divorced his first wife.

In 1983, the couple experienced relationship issues after Patricia learned Johnnie was unfaithful. On October 21, 1983, they signed a property agreement settlement. This settlement's terms included: 1) Johnnie quitclaimed all interest in their North Hollywood home, 2) he was to pay \$350 per month in child support, 3) to buy Patricia a new car, 4) to pay for construction of a swimming pool at the North Hollywood home, and 5) to provide medical and dental assistance to their son. Following the property agreement settlement, Johnnie told Patricia he wished for things to be as before. He promised to care for her "financially, emotionally, and legally" for the rest of her life. In return, Patricia agreed to maintain their home and care for Johnnie and their son. *Cochran v. Cochran*, 89 Cal.App.4th 283, 288 (2001).

In deciding *Cochran*, the court held that to permit nothing less than full-time cohabitation between parties to a significant and stable relationship to contract concerning earnings and property rights would defeat the reasonable expectations of those parties. In deciding that Patricia and Johnnie shared a stable and significant relationship, the court pointed to 1) the length of their relationship, 2) the son they had and raised together, 3) Patricia changed her surname to Johnnie's, 4) they held themselves out as husband and wife, and 5) they jointly owned a home until their 1983 agreement. The court also cited that Johnnie kept clothes at the home, "spent family time there," and "slept there on a regular basis." *Cochran v. Cochran*, 89 Cal.App.4th 283, 292 (2001).

Deborah and Kevin's relationship is notably different, but still has similarities to that of Patricia and Johnnie. Kevin kept clothes at their Beverly Hills home, he slept there on a regular basis, and when Kevin was home, they "did typical things that typical couples do." While Deborah and Kevin do not share the longevity of relationship that Patricia and Johnnie did, length of relationship is only an indication of significance and stability; it is not a prerequisite. Further, while Deborah and Kevin did not have a child, hold themselves out as husband and wife, or change their surnames, there is other conduct that could be considered evidence of significance and stability. When Kevin asked Deborah to live with him, he stated: "I love you. You are my soulmate and I cannot imagine life without you. In fact, I don't want to ever live my life without you." It is not a mental leap to assume that any reasonable person would assign significance to such words. Further, when Deborah agreed to his request despite her reservations because she did not want "to lose Kevin," it emphasized the significance further. This is particularly true because she was putting her dream career in jeopardy.

Stability in Deborah and Kevin's relationship is subject to more scrutiny, given that it began as they were traveling the world when they met and began dating. In many ways, travel indicates a lack of stability when considering that one is not "home" and lacks many of the stable benefits that home provides. However, for Deborah, travel was fundamental to her stability. Not only was she "living the life she always dreamed of," but travel was an essential component of her income. When Kevin began his relationship with Deborah, his intent was "to travel the world before he figured out his next move." This might be indicative of a period of instability in his life, but the fact he possessed this luxury because of his lucrative career indicates financial freedom rather than instability. While none of this is necessarily indicative of a stable *relationship*, it is important to establish as reference to the time Deborah and Kevin established their agreement.

The stability of their relationship can be shown to arise from the longevity of their cohabitation. They spent four years living together and regularly spent time together as "typical couples do." This stability

flowed directly from cohabitation, and therefore it is likely that a court would find cohabitation consistent with *Marvin* existed under *Cochran v. Cochran*.

III. MERETRICIOUS SEXUAL CONSIDERATIONS

Did Kevin's use of the word "lover" when he asked Deborah to move in with him amount to an inseparable meretricious sexual consideration? Under *Marvin*, the Court held that sexual activities are inherent to relationships between unmarried cohabiting partners. However, these activities are not considered meretricious so long as the agreement was not founded upon them.

In *Jones v. Daly*, 122 Cal.App.3d 500 (1981), the court held that an agreement to provide sexual services is unenforceable when those services are inseparable from the overall agreement.

Randal Jones met John Daly in December 1975. Between that time and March 1976, they "met on frequent occasions, dated, engaged in sexual activities and, in general, acted towards one another as two people do who have discovered a love, one for the other." In March 1976, Randal and John orally agreed that Randal would move into John's condominium, quit his job as a model, travel with John, and "cohabit with him as if they were, in fact, married." They also agreed that during the time they cohabited together, they would combine their efforts and earnings would share equally any and all property accumulated as a result of their efforts, whether individual or combined. John also gave Randal a monthly allowance for his personal use. Randal and John agreed that they "would hold themselves to the public at large as cohabiting mates," and in return for Randal's support and services, John agreed to provide Randal with financial support for the rest of his life. Randal and John lived together from March 1976 until John's death. All of John's accumulated property and earnings were placed under the control of the executors of John's estate, including property and earnings accumulated during the time of the cohabitation agreement. *Jones v. Daly*, 122 Cal.App.3d 500, 505 (1981). On November 1, 1978, John filed a claim arguing his right to one half of John's equitable on the basis of the aforementioned cohabitation agreement. The Superior Court of Los Angeles County dismissed the case. Randal appealed. The Court of Appeals held that they would not enforce the cohabitation agreement as Randal's sexual services as a lover were an inseparable part of the consideration for the agreement.

Key to the court's holding in *Jones* is Randal's agreement to provide services as a "lover" to John. The Court of Appeals held that use of the word "lover" in Randal's pleadings was substantively equivalent to paramour. Because Randal included "services as a lover" in his pleadings, explicitness was trivially assumed by the court. It then scrutinized whether the services were inseparable from the rest of the agreement. The court held that Randal held himself out as "lover and cohabitation mate" with regularity as part of his agreement with Daly, it constituted the predominant consideration of the agreement. Further, neither the property-sharing or support provisions of the agreement rested on Randal's services as a traveling companion, housekeeper, or cook as distinguished from services as a lover. Therefore, the cohabitation agreement between Randal and John was unenforceable under the rules established in *Marvin*. *Jones v. Daly*, 122 Cal.App.3d 500, 508 (1981).

It is detrimental to Deborah's case that Kevin referred to her as a lover, particularly during their initial agreement in December 2020. However, during that agreement Kevin specifically used the term only once: "You are the best friend and lover that I have ever had." This statement is complimentary. Kevin was not holding this out as an aspect of their agreement, but rather stating part of his reasoning for proposing the contract in the first place. When Deborah agreed to "be that someone" for Kevin, she was not agreeing to *provide services* as a lover. Beyond a later conversation when Kevin said, "I'll miss my companion and lover," there is no evidence that the couple held Deborah out as Kevin's lover in any manner. As such, it is likely a court would find that being lovers was nothing more than an inherent part

of Deborah and Kevin's adult relationship and therefore entirely separable from the other elements of their agreement.

The court further examined meretricious sexual considerations in *Taylor v. Fields*, 178 Cal.App.3d 653 (1986). The defendant, Jean Fields, married Leo Fields on April 20, 1930. They lived together as husband and wife for more than 50 years, until Leo's death in September 1980. The plaintiff, Flossie Taylor met Leo in 1938 in connection with a job application, and thereafter began working for him. Flossie and Leo became "intimate lovers," beginning an affair that lasted 42 years, until Leo's death. During the first 20 years of the affair, Flossie was also married her husband, Jack. Flossie and Jack had two children together. Flossie later divorced Jack, and continued her relationship with Leo. In 1969 or 1970, she claimed Leo asked her to marry him, and that she accepted. Leo did not end his marriage to Jean, but instead told Flossie that if she continued in their relationship, he would support her financially and ensure she would live comfortably for the rest of her life. Flossie also promised Leo that she would not marry anyone else. Flossie alleged that Leo promised to provide \$3,000 a month beginning in 1973. Flossie never received payments in this amount, but instead received only \$200 or \$500 occasionally. Leo also allegedly gave her \$10,000 in water bonds and deposited \$20,000 in a joint checking account with Flossie. In September 1981, after Leo's death, Flossie filed a complaint on the basis of her intimate and "fiduciary" relationship with Leo. On August 27, 1984, the trial court granted summary judgment for Jean. Flossie then appealed. *Taylor v. Fields*, 178 Cal.App.3d 653, 658 (1986).

Marvin established the right to enforce agreements made between voluntarily cohabiting nonmarital couples, so long as they were not based upon meretricious sexual considerations. In *Taylor*, the Court of Appeals emphasized that in all previous cases, "the plaintiffs at least alleged the parties *lived together*." While Flossie alleged that she and Leo occasionally spent weekends together and registered as husband and wife, the court held that these claims did not constitute living together and failed to meet the standards of cohabitation required by *Marvin*. Further, the inclusion of services as an "intimate lover" in the agreement between Flossie and Leo, under *Jones v. Daly*, the court found this was an inseparable service of the contract. Therefore, meretricious sexual considerations were present, and Flossie's alleged oral agreement was unenforceable. *Taylor v. Fields*, 178 Cal.App.3d 653, 663 (1986).

Taylor reaffirmed the persuasive precedent the *Jones* court established: Services as a "lover" in an agreement between partners is inherently meretricious, making the agreement unenforceable. The *Taylor* court extended the number of services inseparable from that of a lover to include confidante, friend, and travel companion. *Taylor* establishes the strongest case against Deborah's cohabitation agreement when analyzing Kevin's statement after Deborah asked about living in Peabody during the football season. Kevin stated, "We're not married. Do what you want. But, come back when the season is over. I'll miss my companion and lover." This conversation changed elements of the original cohabitation agreement and could amount to modification or novation. Distinctly absent from this agreement is the inclusion of any services of homemaking or other services. At this stage of their relationship, Deborah also did not have a career to sacrifice. While there is a valid question as to whether her original sacrifice constitutes an ongoing contribution, and therefore an agreement to share and accumulate wealth and property still existed, under *Jones* and *Taylor* it is superseded by Deborah's agreement to return home to Kevin and be his companion and lover. This agreement altered the entirety of their living arrangements, did not include Deborah's services as a decorator or manager of the domestic workers, and specifically includes lover as an element of the agreement. It is an entirely new agreement, separate of the original agreement made in 2020 and therefore amounts to novation. As it is a new agreement, it should be subject to a new analysis under *Marvin*.

It is likely a court would find that services as a lover were not a specific element of Deborah and Kevin's original agreement in 2020, and therefore that agreement is enforceable. However, it is also likely a court

would find that Deborah and Kevin entered into a new contract in 2023. A court would likely find the second agreement was based on meretricious sexual considerations, and therefore unenforceable.

CONCLUSION

There is strong evidence to support Deborah's desired claim to support and property. There existed both express and implied agreement between her and Kevin to establish a cohabitation agreement under *Marvin*. It can be shown that their relationship was significant, and that its stability flowed from their cohabitation. Therefore, their cohabitation is valid under *Cochran*. While Kevin used the word "lover" around their initial agreement, it was not *an element* of their initial agreement. No other facts indicate the agreement was founded on meretricious sexual considerations, and therefore is enforceable under *Marvin*, *Jones*, and *Taylor*. It is likely that a court would find Deborah's 2020 contract valid and enforceable. However, it is highly probable that the new contract in between Deborah and Kevin in 2023 would end that enforceability. More fact-finding is necessary about the conversation between Deborah and Kevin at the time she asked to live with her mother during the football season. Given the facts as they stand, a court would likely find that their second agreement was not enforceable. There is some litigation risk associated with the question of the 2023 agreement invalidating the 2020 agreement, however it is unlikely a court would find contract law supports invalidation through novation. The case may be litigated confidently, so long as there is understanding that there is strong evidence claims cease in 2023. Pleadings should take this into account unless further evidence arises to indicate otherwise.