Kern County College of Law

COMMUNITY PROPERTY

Fall 2025

Prof. E. Estrada

INSTRUCTIONS

This is a 3-hour exam.

There are 3 essays.

Each is worth 1/3 of your final grade.

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ESSAY 1

Haymond is an attorney in California. He met Willow, a nurse, while he was in law school in California. Haymond moved in with Willow in her home that she owned. The purchase price for the home was $500,000 and Willow had already paid $200,000 toward the purchase price. Haymond was not employed and focused all of his efforts on law school and networking to find a job after law school. Haymond took out student loans that paid only for his tuition and books. Willow paid for all living expenses for both Haymond and her.

One month before graduating from law school, Haymond took out a "bar loan" of $10,000 to help him pay for the bar exam fee and for his bar preparation course. The bar loan, together with Haymond's student loans, totaled $260,000 at the time of his graduation from law school.

In 2000, one month after the bar exam, Haymond and Willow married in Lake Tahoe.

After Haymond passed the bar, he opened his own law office doing criminal defense work. Haymond and Willow continued living in Willow's home. At the time of their marriage, Willow had paid $250,000 in principal toward the purchase price. After the marriage, Haymond and Willow jointly paid the mortgage on the home with their earnings.

In 2002, Haymond and Willow had their first child. With Haymond's busy work schedule as a new attorney, Haymond and Willow decided that it would be in Haymond's and the child's best interest that Willow quit her job and become a stay-at-home mother. At that point, Haymond began paying the mortgage on Willow's home with his earnings from the law office.

By 2020, Haymond had established himself as one of the preeminent criminal defense attorneys in town, with charismatic and dogged defense of his clients that persuaded and charmed judges and juries alike. Haymond's law office made, on average, $4 million per year in legal fees, with costs to operate his business at an average of $1 million per year.

In 2020, Willow and Haymond made their final payment on the house. And after being a stay-at-home mom for 18 years and rarely seeing Haymond, Willow filed for divorce.

Discuss the following under California law:

1. What should the court consider with respect to spousal support?
2. How should the following assets/debts be distributed upon divorce:
    a. The student and bar loans
    b. The house
    c. Haymond's law practice

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ESSAY 2

Winona was a successful stockbroker when she met Harriett, an artist with a part-time job at a nationwide franchise famous for cheesecakes. They fell in love and within three months, they married in California in 2015.

They purchased a home together, with Winona using $50,000 of income she earned prior to the marriage as a down payment. The home was titled as Winona and Harriett as joint tenants with the right of survivorship, as was recommended by the escrow officer assisting them during the purchase. Winona then used another $30,000 of her separate funds to make improvements to the home. Winona and Harriett orally agreed that because Harriett had more meager earnings, Winona would use her income to pay the mortgage and all of the bills, while Harriett paid for entertainment and clothing. Winona and Harriett had no other agreements about the treatment of their separate or community property.

In 2020, for their wedding anniversary, Winona purchased a $90,000 luxury handbag for Harriett that Harriett had always admired. Although Winona had $100,000 in a savings account she held with Harriett, Winona used her credit card to purchase the handbag so she would earn airline miles and avoid depleting the couple's savings. At the time Winona purchased the handbag, Winona was making $900,000 per year, and Harriett still had only a part-time job.

In 2023, Winona received an inheritance of $200,000. Knowing that Harriett found great inspiration for her art in the mountains, Winona used her inheritance as a down payment on a cabin in the Tehachapi Mountains. The purchase price for the cabin was $300,000, and Winona secured a $100,000 loan from Town Bank to finance the remaining balance. That loan was secured by a deed of trust recorded against the cabin. In extending the loan, Town Bank looked at the loan to value ratio, the value of stock Winona owned that she had purchased in 2010, and the intangible value to the bank of Winona's continued business with it. Winona took title to the cabin as her sole and separate property. Harriett did not sign any agreement conveying to Winona any community interest Harriett may have in the cabin.

In 2025, another stockbroker in Winona's office caught her eye and Winona filed for dissolution of the marriage. Just one week after Winona filed for dissolution, she died in a car accident on a road trip with her new love interest.

In the probate proceeding, discuss under California law:

1. The parties' respective interest in the home;
2. The parties' respective interest in the luxury handbag; and
3. The parties' respective interest in the cabin.

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ESSAY 3

Harold and Una met and after a whirlwind romance married in California in 2000. Harold and Una were members of a religion that encouraged polygamy and discouraged women from working outside the home. They purchased a home in 2001 with Harold's earnings as an oil operator. The home was titled in Harold's name alone as a married man as his sole and separate property. Una never signed any agreement releasing any interest she had in the home to Harold.

In 2002, Harold felt it was his duty to take on a second wife. In 2003, Harold married his second wife, Dosa. Una knew about it and agreed. Dosa also knew about Una, and knew that her own marriage was not legally valid. When the house next door to his went up for sale, he bought it for Dosa with his earnings from the oil operations. To assure Dosa that she would be cared for, he titled the home in his and Dosa's name as joint tenants with the right of survivorship. In addition, knowing that her marriage was not valid, Dosa had Harold sign a contract stating he would giver her $5,000 per month for her care for the rest of her life. Una knew about the agreement and how title to the home was held and did not voice her objection to it, but also did not sign anything consenting to the monetary arrangement or sign any document regarding the home in which Dosa would reside.

In 2005, Harold decided a third wife is necessary and he married Tressa. Tressa also knew about Una and Dosa and knew her marriage was not valid. Harold bought Tressa a house across the street from Una and Dosa and took title as Harold and Tressa as joint tenants with the right of survivorship. He signed a written agreement with Tressa that he would provide her with $5,000 per month for her care for the rest of her life. Similar to the arrangements between Harold and Dosa, Una knew about them, did not voice any objection, but did not sign any consent for the monthly payment arrangement or any document at all regarding the house in which Tressa would reside.

When Harold approached his wives about a fourth wife, they each got fed up. Una filed for dissolution and the other two wives sued Harold to enforce their rights with respect to the monthly payments.

Discuss under California law:

1. What interests each of the three wives has with respect to the three homes;
2. Whether Una can reclaim the monthly payments Harold gave to Dosa and Tresa; and
3. Whether Dosa and Tressa may enforce their agreements with Harold for $5,000 per month for the rest of their lives.

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1)

Community Property in California

California is a community property state. All property, either real or person, acquired after the date of marriage, until the date of separation is deemed to be community property unless it was acquired through a gift, bequest or inheritance. The profits and issues of separate property is also classified as separate property. Debts and liabilities are property and follow the same presumption: the debts and liabilities accrued after the date of marriage are presumed to be community property.

1.

Spousal Support

In California, spousal support is not governed by community-property division, it is instead governed by the family code. The family code looks to need and the ability to pay rather than a an equal divide of community property. There are several factors that may be considered when it comes to the consideration of spousal support. These factors include: The spouses ability to pay, the marital standard of living, the contributions of a spouse to the other spouses education or career and implications hindering a spouses ability to work due to taking care of children or domestic responsibilities. If a spouse quit their career in order to raise and care for children, they are entitled to the consideration of spousal support because an inequitable disparity is created and it is the courts responsibility to come up with an equitable remedy.

Per the facts, Willow paid for all living expenses for both Haymond and her while Haymond was in law school. In respect to the claim for spousal support, Willow will claim that she had a well paying job and quit her career essentially to raise their child that they had together as it was in both of their best interest. She supported Haymond throughout the entire time that he was in law school because that was in the best interest of the community. The facts do not indicate what the marital standard of living was between Willow and Haymond but it may be presumed that as Willow being a nurse and Haymond being out of law school, they were fairly well off. There are really a couple items that need to be considered: Does Haymond have the ability to now pay the spousal support and did Willow quit her career to raise a child or other domestic responsibility for the better of the community? The answer to both is yes. The facts indicate that Haymond is now making on average $3 million per year, after expenses and it is fairly arguable that Haymond has the ability to pay spousal support. Willow did also quit her career for the better of the community.

Haymond will most likely argue that he paid the house off and that Willow has been living a relaxed life at home for the last 18 years and has had the pleasure of seeing their child grow up, enjoying all of the wonderful experiences that have come with that while he has been away at work, providing for the family and their community estate. Haymond will also most likely argue that since the house was paid off, that contribution to the estate is sufficient and that no further spousal support is necessary. This is not enough unfortunately, the elements of the need for spousal support have been met and Willow, being a stay at home mom for the last 18 years is in need of the spousal support, she is accustomed to a certain style of living, Haymond is definitely able to pay for the spousal support with his grand $4 million per year salary, at least $3 million after expenses, and there is an economic disparity that the court must fix. Willow will most likely succeed in her claim for spousal support against Haymond.

2.

Student Loans

The education loans itself from the borrowing spouse remain the borrowing spouses debt and the only claim to community property that is created is the increased community wages that have been created as a result of the education. If a spouse contributed to the professional education of the borrowing spouse, they may be entitled to reimbursement to the extent of the increase in expected wages. The court has the ability to reduce or modify such reimbursements dependent on the effect that this would actually do for a spouse with their current education levels. There is a presumption that if a marriage ended within 10 years from conferment of the degree/certificate then the marriage did not substantially benefit from the education and the opposite, if the marriage lasted more then 10 years from conferment of the degree/certificate then the marriage did substantially benefit from the education.

The education loans in the amount of $260,000 that Haymond took out to complete his law school and bar prep are his own debt and liability, it does not belong to the community as the debts were accrued before marriage, not after. What may be considered is any reimbursements need to be made based on the expected increase in wages that have occurred or not. The facts do not indicate that there was an exponential increase in wages prior to 2020 but following the presumption that the marriage lasted more then 10 years from conferment of the degree/certificate then the marriage did substantially benefit from Haymond's education as their marriage lasted at least 10 years per the facts. Regardless of the benefit of increased wages that Willow may have received, these student loans are most likely paid off by Haymond since he is earning $3 million per year and in the event that they are not paid off, he will be responsible for paying these student loans himself since he

accrued these debts prior to the start date of their marriage. The only potential discount or reimbursement that he may receive is to state that Willow benefitted form this salary so much so that it made a big difference to the community and the court may elect to offset the amount of spousal support that she may receive if this is the case. Either way, the debt of these loans, belongs solely to Haymond.

The House

Is the house community property or separate property? See supra rule from community v separate property.

Tracing controls, if a spouse is able to trace the separate property to separate assets used to purchase the property then it will remain as separate property.

Commingling funds towards separate property does not automatically make the property community property if tracing is available.

Willows argument - the house should be separate property

Premarital property and property acquired using separate funds is separate property. Commingling funds and using community funds towards a separate property does not automatically convert the property community property (Marriage of Moore). However, the community is entitled to reimbursements of the community funds used to pay down the principal of the mortgage and the community is also entitled to receive an interest and appreciating of the property in relation to the amount of funds contributed to the principle.

When community funds are used to pay for separate property, the community earns a pro rata share equivalent to the principal amount paid off, not accounting for the interest, taxes and insurance. The appropriate amount is then reimbursed to the community and divided.

Per the facts, Willow purchased the property for $500,000 and had contributed a total of $250,000 towards the home. Willow will most likely argue that just because Haymond was generous enough to make payments towards the home and pay off the remaining $250,000, that in itself does not constitute her separate property being converted to community property between both her and Haymond. The community however is entitled to a reimbursement of the principal paid and the pro rata shares based on the $250,000 that Haymond contributed to Willow's separate property and whatever the home is now worth in appreciation and equity.

Haymond's argument - the house should be community property

Haymond will most likely argue that the house should in fact be community property. He will argue that the community has heavily invested in the house and has made payments to the mortgage. He will argue that because of this significant investment, the separate property is now community property. The court will most likely decline Haymond's claims as a the only thing that has been created is a community interest, not a transmutation.

Haymond will argue that he paid 1/2 of what the property was worth back when Willow purchased the property. That is a very significant amount and is considerable to the size of the property. Haymond will argue that because this is the case, the property is now community property and that he is entitled to 1/2 of whatever the property is now worth in its entirety.

Transmutations (marital agreements)

Pre 1985 Transmutations - pre-1985, transmutations could be either oral or in writing, the transmutation could even be a commonly understood agreement and that would be A-okay. Perfect!

Post 1985 Transmutations - post 1985, transmutations must be in writing, signed by the party with the adverse interest and the transmutation must explicitly state the proposed change in ownership and what the terms would be.

The likely outcome of this situation is that the court will decline Haymond's claim that the house is now community property, because it is not. There was not a valid transmutation, and it is fairly arguable that Willow used her own traceable separate funds to pay off her portion of what she paid. The community is however entitled to reimbursement of the principal amount that was paid by using community funds in addition to that same proportioned amount of equity and appreciate, not taking into consideration the amount that was paid for interest, taxes and insurance. This amount will then be reimbursed to the community and divided equally.

Haymond's Law Practice

A law practice started during a marriage is considered to be community property to the extent if the law practice was acquired using community labor or community wages. While a professional license is not property, the business, accounts receivable, goodwill and profits are considered to be community assets and must be divided equally upon divorce unless a written agreement states otherwise. Goodwill is a discounted portion of some future excess earnings. According to (Marriage of Rosen) goodwill is calculated by: (1) Determining the average annual earnings of the spouse from

the law practice (2) Determining a similar professionals annual earnings in the same field, in the same marketplace (3) subtracting the similar professional earnings from the spouses actual average earnings which will determine what the excess amount is (4) then to multiply the excess amount by an appropriate cap rate, (5) which will determine what the goodwill amount is.

The law practice is community property, it was formed during the marriage of Willow and Haymond. It may be presumed that the communities efforts, labors and expenses were used to form this law practice, the facts do not state otherwise and there is no written agreement stating otherwise. Haymond's professional law degree is not property of the community, however the business, accounts receivable, goodwill and profits are considered to be community assets and must be divided equally upon divorce unless a written agreement states otherwise. The goodwill will need to be calculated before the law practice in itself may be property disbursed to the community. They will need to determine based on proper research how much a professional with similar experience to Haymond makes on an average annual basis. This will then be subtracted from the portion of the $3 million that Haymond takes home each year on average and this will determine what the excess earnings are. The excess earnings will then be multiplied by an appropriate cap rate and that is what the amount of goodwill be per year. The accounts receivable, goodwill amount that was calculated, the cost of the business and any applicable profits will be split evenly by Willow and Haymond. This was certainly a great tradeoff for Willow for assisting with all of Haymond's expenses throughout his law school journey. I am sure Haymond wishes their was a written agreement in place stating otherwise... Lawyers should know better!

2)

Community Property in California

California is a community property state. All property, either real or person, acquired after the date of marriage, until the date of separation is deemed to be community property unless it was acquired through a gift, bequest or inheritance. The profits and issues of separate property is also classified as separate property. Debts and liabilities are property and follow the same presumption: the debts and liabilities accrued after the date of marriage are presumed to be community property.

1.

The interest in the home

Per the facts, the home was titled as joint tenants with the right of survivorship.

Pre-1975 joint tenancy

Property titled as joint tenancy pre-1975 was presumed to be separate property unless a written agreement stated otherwise.

Post-1975 joint tenancy

Property titled as joint tenancy post-1975 is presumed to be community property. This presumption may be rebutted with a couple exceptions: (1) there is an express statement in the deed stating that the property is titled as separate property and not community property, or (2) there is a valid written agreement signed by the parties stating that the property is titled as separate property and not community property. If neither of these exceptions apply, the property is presumed to be community property.

Transmutations Pre-1985

Pre-1985, transmutations could be either oral or in writing, the transmutation could even be a commonly understood agreement and that would be A-okay. Pre-1985, upon both death or divorce, any separate property contributions to the community were deemed to be a gift to the community.

Transmutations Post-1985

Post-1985, transmutations must be in writing, signed by the party with the adverse interest and the transmutation must explicitly state the proposed change in ownership and what the terms would be.

Upon a divorce, any separate property contributions may be reasonably and fairly reimbursed to the spouse who contributed the separate property funds. Upon death, Lucas applies. According to Lucas, any separate property contributions made to the community are presumed to be a gift. There is also an automatic right of survivorship as the property was titled as joint tenants with the right of survivorship. Any interest in the home would revert to the surviving spouse and the estate of the deceased would not be entitled to any rights to the property.

Per the facts, Winona and Harriett married in 2015 and the rules of Joint Tenancy post 1975 and Transmutations post 1985 will apply as a result. Winona's estate will most likely argue that because she used all of her money to purchase the home including the $50,000 as the downpayment and $30,000 in her separate funds to make improvements to the home that the property is Winona's separate property as Harriett did not contribute anything of monetary value towards securing the home. Winona's estate may also argue that Winona had a valid exception to rebut the post 1975 joint tenancy requirements or that they had a valid transmutation per the post 1985 transmutation rules. However, the facts do not indicate that either of these are the case. There does not seem to be anything in the joint tenancy deed stating that the house was Winona's separate property and there was no valid transmutation stating that this is the case either.

Harriett will likely argue that although she did not contribute anything to the downpayment or improvements, she did not need to. The rules of joint tenancy post 1975 are clear, there is an automatic right of survivorship and the house will remain in her name as the surviving spouse. While Winona's estate may additionally argue to try to reclaim any separate funds or inheritance money that was used to purchase this house, unfortunately that is lost and is deemed as a gift to the community at this point under Lucas and Harriett will receive the house in its entirety.

2.

The interest in the expensive gift (the luxury handbag)

A gift made from one spouse to the receiving spouse is presumed to be the separate property of the surviving spouse, unless it is traceable that separate funds explicitly from the receiving spouse were used to acquire the gift. However, when a gift is so expensive, relative to the size of the community estate and there is no agreement in writing, this may be deemed as an unauthorized transfer of the community. The gifting spouses estate steps into the shoes of the deceased spouse and determines if the size of the gift was extraordinary compared to the size of the community estate. If it is determined that the gift is not just an ordinary gift and it is an extraordinary gift, the item or the fair market value of the item may be returned to the community estate and then equally distributed.

Harriett will most likely argue that the luxury bag that she was gifted by Winona was an ordinary gift and that she is used to being spoiled by Winona. Harriett will likely bring up the fact that the luxury handbag was only worth 10% of what Winona was making at the time that the purchase was made and the gift was given to Harriett and therefore it was not an extraordinary gift.

Despite what Harriett will argue, Winona's estate will likely argue that at the time that the luxury bag was purchased, the facts indicate that Winona only had $100,000 in savings at that time and that Winona exhausted what would have been 90% of that in order to buy this handbag for Harriett. Winona also did not even want to exhaust the savings that she had at that time so she put the handbag on a credit card which must have incurred Winona additional fees at that time, worth a large amount at the interest rate that was given at the time. Regardless of looking at Winona's annual income, there was only a small amount in the savings and while Harriett will claim that the handbag is her separate property only, Winona's estate will claim that the handbag was an unauthorized transfer on behalf of the community and that the item itself or the fair value of the items needs to be returned to the community and then split equally. Winona's estate will most likely succeed in claiming 50% of the value of the bag as you cannot split a bag in half, unless you split who is using the bag 50% of the time, which is an unlikely outcome.

3.

The interest in the cabin and applicable credit loan

Under community property rules, debts and liabilities accrued after the date of marriage are presumed to be community property. Regardless of which spouses name appears on the statements, both spouses are liable for the debts and liabilities as both spouses have the authority to bind the community. Both spouses may also be liable to third party creditors. A spouse may not be liable for the debt and liability if the lender intended to use only the borrowing spouses separate income for qualifying purposes and separate assets to purchase the property. A spouses income prior to marriage may not be sought after by third party creditors unless the funds have now been placed in an account where both spouses have access to it and are commingled. If a spouse is able to trace separate assets or separate funds used towards a purchase of separate property, then the separate property does not automatically convert to community property even if community funds were used. If community funds were used from an account that had commingled funds from both Harriett's and Winona's income, then Harriett may have claims as to a community interest but not the title itself. If commingling did occur, and tracing is absent, the property will most likely be community property.

The facts do not indicate whether a quitclaim deed was signed, removing Harriett of any rights to the property but for the purpose of this analysis, we will assume that a quitclaim deed was signed by Harriett as the facts lead to this being Winona's sole separate property.

Both the interest in the property and the outstanding debt of the $100,000 loan need to be determined. The facts indicate that Winona used her own separate funds from her inheritance to be able to put towards the $300,000 down payment on the cabin. This is traceable as Winona's sole separate property unless Winona's inheritance was placed in a commingled account between Harriett and Winona prior to being used as the downpayment. The facts do not indicate that the inheritance money was placed in a commingled account.

Harriett will most likely try to argue that the cabin was purchased for her and this was a gift from Winona and that because it was a gift, it was valid community property which would then revert to Harriett upon death. However the facts do not indicate this and they do indicate that the cabin was taken in Winona's sole and separate property. As there is valid tracing to a separate asset that was used to purchase the cabin and commingling is absent, the interest to the cabin itself will most likely revert to Winona's estate.

There is still the outstanding $100,000 loan that was taken out to cover the remaining balance of the purchase price of the cabin. Will third party creditors be able to pursue Harriett for the balance or will the responsibilities of this loan likely revert to Winona's estate. If Harriett does have to pay towards the loan, she will most likely be entitled to a community interest in the property. However, the facts indicate that the loan was given to Winona by Town bank who looked solely at Winona's loan to value ratio and the value of stock that Winona had purchased in 2010. For the purposes of qualifying, the bank did not look to the community, or Harriett's income to be able to obtain the $100,000 loan. Since this is the result, this affirms that the cabin is the sole property of Winona's estate, the third party creditors will not be successful in pursuing Harriett, nor will Harriett have the ability to make payments for the cabin and try to make a claim that the cabin is community property. Winona's estate will likely sell the cabin as it is most likely worth more that the $300,000 that it was purchased for, pay off whatever the balance of the loan is and keep the rest of the equity back to the estate for it to then be distributed amongst the estate accordingly.

You spotted and fully analyzed every issue. This is a model response. Well-done!

3)

Community Property in California

California is a community property state. All property, either real or person, acquired after the date of marriage, until the date of separation is deemed to be community property unless it was acquired through a gift, bequest or inheritance. The profits and issues of separate property is also classified as separate property. Debts and liabilities are property and follow the same presumption: the debts and liabilities accrued after the date of marriage are presumed to be community property.

1. The interest in the three homes

The state of California does not recognize polyamorous relationships. The court will look at the union as if the union was valid and not void or voidable, additionally the court will proceed in making the judgement as to the claims to property based on the union up to the point where is was not a valid marriage recognized under the state of California. Only a spouse that has a good faith belief that their marriage is valid has a claim to the property. A spouse that knew that their marriage was not valid or is seeking claims to property in bad faith does not have rights to the claims of a property in the state of California.

Here Dosa and Tressa were bigamists and both knew of the marriage between Una and Harold which would disqualify Dosa and Tressa from receiving any rights to the properties. For house #1, Harold will most likely argue that he took the title to the property alone, as a married man as his sole and separate property. Una however did not sign a quitclaim deed or any agreement releasing any interest she had in the home to Harold. As no agreement was signed, house #1 is the community property of Harold and Una. As a result, both Harold and Una will own 1/2 of house #1.

For house #2, Harold will argue that house #2 was purchased in both Harold and Dosa's name. Both Harold and Dosa at that point knew that their marriage was not valid, in exchange Harold would give Dosa $5,000 per month in exchange for their fake marriage and potential acts of sex to occur. Under the state of California, a polygamous relationship is not recognized and Dosa would not be recognized on the deed as a result as their marriage is not valid. Harold however, was still legally married to Una at the time that Harold acquired house #2 and the facts also do not indicate that Una signed any sort of quitclaim deed, removing her rights to the property. As a result, both Harold and Una will also own 1/2 of house #2. Dosa has no valid rights to house #2.

For house #3, the same facts for house #2 will apply here and Tressa will have no claim to the property. Both Harold and Una will have a 1/2 interest in house #3. Una rightfully owns 1/2 of all

three houses as her marriage was the only valid one in the eyes of the court. Tressa has no valid rights to house #3.

Even though Una was not directly involved in the purchases for the three houses, according to the rules of the State of California, Una rightfully so has a 1/2 interest in all three of the homes, Harold will also have a 1/2 interest in the homes, and both Dosa and Tressa will have zero rights to any of the homes. The rules of joint tenancy with rights of survivorship do not apply to illegal contract or marriages that are not recognized by the State of California.

2. Whether Una can reclaim the monthly payments Harold gave to Dosa and Tressa

Although both spouses in a marriage have the right to bind the community community, one spouse may not give away or sell community assets for less than their fair value or transfer or encumber the community home without written consent from the other spouse.✓ Both spouses also owe fiduciary duties to one another and must act in each others best interests.✓ The fiduciary duties that apply are the duties of loyalty, care, good faith and disclosure. There are several remedies available in this situation: a spouse may reclaim the community assets or gifts that were given to any other people by one spouse without the other spouses express written permission, if a spouse found out about the gifts after the spouse who had gifted the community assets had passed, the spouse would only be able to reclaim a 1/2 interest, if the court finds the acts of the spouse who gave away the community property without any rights to do so, to be so repugnant, the spouse who gave away the community property may also be ordered to repay all of the community funds that were given away and legal fees may also be awarded by the court. Great rule statement.

Harold will argue that Una was aware of the payments that were taking place and that she did not object to any of the monthly payments that were given to Dosa and Tressa. Here, not only did Harold give away community assets in the amount of $5,000 as "gifts" to both Dosa and Tressa, Harold essentially breached all of his fiduciary duties to Una. Una did not confirm in writing that Harold may pay Dosa and Tressa these payments from community assets. Una may rightfully reclaim her community assets the $5,000 "gifts" that were given to both Dosa and Tressa for the entire duration that Dosa and Tressa were given these payments, if Una found out about the gifts after Harold had passed, she would only be able to reclaim her 1/2 but this is not the case. If the court finds the acts of Harold to be so repugnant, Harold may also be ordered to repay all of the community funds that were given away and legal fees may also be awarded. The most likely outcome of this situation is that Harold will be ordered to pay Una her 1/2 interest back to her in the amount of $2,500 per wife, per month that Harold made these payments to Dosa and Tressa. The court will also most likely find the actions of Harold to be so repugnant as all of this activity was

illegal that he will be ordered to pay any applicable legal fees or misc fees associated with this situation.

3. Whether Dosa and Tressa may enforce their agreements with Harold for $5,000 per month for the rest of their lives (Marvin)

Under Marvin, in California, express contracts between unmarried partners are honored and implied in fact contracts are also honored and may be awarded. However if a contract was made illegally, if a contract was void, voidable, were meretricious or made on the basis of sexual acts or made in a manner that is contrary to public policy, the contracts will not be enforceable.

Here in this situation, the agreements from Harold to Dosa and Tressa were made using the community funds from Una which is not allowed, additionally the agreements were made for the rest of their lives with is also not enforceable. Lastly as acting in a polyamorous relationship, the court will not recognize this and will not be able to enforce this contract and they may also deem that these agreements as meretricious and that they were made in exchange for sex. All of the actions that Harold promised Dosa and Tressa were not legal and are not enforceable by the State of California under Marvin. For several of the aforementioned reasons, Dosa and Tressa will not be able to enforce their $5,000 agreements against Harold for the rest of their lives. If Dosa and Tressa were tenants and Harold was a landlord, this would be a very different situation but this is not the case here nor will this be considered.

END OF EXAM