

Marvin Action – The Importance of Understanding the Statute of Limitations

What is the Statute of Limitations?

Before discussing the statute of limitations in a Marvin Action, it is important to have a basic understanding of the statute of limitations in general. In the simplest of terms, the statute of limitations is the time limit you have to bring a lawsuit. Typically that time limit begins at the moment the cause of action occurs. For example, in a personal injury case where an individual slips in a store and breaks her ankle, the time limit to bring her claim begins the moment she breaks her ankle. If that individual attempts to bring a lawsuit after the applicable statute of limitations has elapsed she will most likely be unable to prevail.

What is the Statute of Limitations for a Marvin Action?

A Marvin Action is a breach of an agreement between a couple in a non-marital cohabitation relationship. As such, it is subject to the statute of limitations applicable to contract terms. The statute of limitations begins to run as to a contract cause of action at the time the contract is breached. In other words, the time limit to bring a lawsuit starts the moment the other party refuses to perform his or her obligations under the contract. In Marvin Action situations this usually occurs when the couple splits up. There are various time limits that can apply. A brief list of those time limits follows:

- For breach of a written Marvin Action Agreement, the statute of limitations is four years from the time of breach.
- For breach of an oral Marvin Action Agreement, the statute of limitations is two years from the time of breach.
- For breach of an implied Marvin Action Agreement, the statute of limitations is two years from the time of breach.
- If a promise or an agreement was made for an "after-death" distribution of assets via a will, trust or other instrument, an action to enforce that promise must be brought within one year of the death of the person making the promise.