MEMORANDUM

To: Beverly Garcia From: Examinee
Date: February 24, 2026 Re: Kari Otto matter — marriage date & property characterization

ISSUE MAP (highlighted fact -> takeaway)

Highlighted phrase = the operative fact; the teal arrow = the analytical takeaway. Cite the Library authorities by name.

Standard: FFC §211 + Schwartz/Howard, clear and convincing = mutual agreement + holding out → *Kari (claimant) bears the burden; totality of the circumstances.*

2006 agreement: proposal accepted + marriage license + Eric admits he 'intended to marry her' → *mutual agreement satisfied despite 'promise ring' label.*

2006 holding out: joint account, joint tax returns, 'Mr. and Mrs. Nolan' cards, anniversary card, community reputation → *the very factors Schwartz weighted heavily; stronger than Darrow; unlike Ridley (convenience + no intent).*

§200(c)/(d): acquired-during-marriage = marital; before-marriage or gift-from-nonspouse = separate.

If 2006: house (2008), both 2024 cars, joint account = marital; Kari's land + gift-funded shed and Eric's 2005 equipment = separate (Bower credits the premarital contribution).

If 2019: everything acquired 2006-2019 (house, pre-2019 equipment, pre-2019 account) becomes separate → *only post-2019 assets are marital.*

Issue 1: Was the marriage created in 2006 or 2019?

Franklin recognizes common-law marriage as valid. FFC §211. Under Schwartz v. Darrow (quoting Howard v. Howard), a common-law marriage is established by clear and convincing evidence of the couple's mutual agreement to enter marriage, followed by conduct manifesting that agreement (holding out). The claimant bears the burden, and the finding turns on the totality of the circumstances, including cohabitation, community reputation, joint accounts, joint property, joint tax returns, shared financial responsibility, estate planning, symbols of commitment, and how the couple refer to one another.

Here, the mutual agreement element is met as of 2006. In August 2006 Eric proposed and Kari accepted; they obtained a marriage license on September 19, 2006; Eric began calling Kari his wife; and, decisively, Eric admitted he intended to marry her then, saying they simply did not get around to a ceremony. His characterization of the ring as a 'promise ring' and the lapse of the license without a ceremony cut against agreement, but under Schwartz a formal ceremony is not required where the couple agreed to marry.

The holding out is extensive. Since 2006 the couple kept a joint bank account paying their bills and mortgage, filed joint tax returns every year from 2007, sent Christmas cards signed 'Mr. and Mrs. Nolan', and were treated as married by friends and family; the September 2007 anniversary card refers to Eric learning to be a 'good husband.' These are the very factors Schwartz treated as weighty, and their presence makes Kari's case stronger than Darrow's, where separate taxes and accounts

Rule. *FFC §211 + Schwartz: clear and convincing = agreement + holding out; Kari bears the burden.*

Apply. *Proposal + license + Eric's admitted intent = agreement; joint account, joint taxes, 'Mr. and Mrs. Nolan' = holding out.*

Cases. *Stronger than Darrow (had separate finances); unlike Ridley (convenience + no intent).*

Conclude. *Most likely a 2006 common-law marriage.*

undercut the claim. It is unlike Ridley v. Brooks, where a spousal designation was a cost-saving convenience and one party disavowed any intent to remarry.

Eric's contrary facts, no ceremony until 2019, the expired license, Kari's non-use of his surname until after 2019, and the 2019 ceremony itself, are relevant but not dispositive; the 2019 event is best explained as the vow renewal Kari wanted. Therefore, a court would most likely find that a common-law marriage was created in 2006.

Issue 2: If married in 2006 — marital vs. separate property

FFC §215 directs the court to determine the parties' rights in separate and marital property; separate property remains separate, and marital property is distributed equitably. FFC §200(c) defines marital property as all property acquired by either spouse during the marriage; §200(d) defines separate property to include property acquired before marriage or by gift from a non-spouse, and property acquired in exchange for or the increase in value of separate property, except to the extent appreciation is due to the other spouse's contributions.

Marital property. The house at 1505 Clark Street, bought in 2008 during the marriage with Eric's photographer earnings and a mortgage in his name, was acquired during the marriage, so it is marital despite the sole title and Eric's wish to keep it. The 2024 Toyota and 2024 Nissan, the joint bank account opened in 2006, and the additional photography equipment acquired from 2006 onward were all acquired during the marriage and are marital; the outstanding mortgage is a marital debt. Under Bower v. Bower, the later equipment is marital even though it grew out of Eric's earlier gear, because a manifold expansion produced by marital-era efforts is not a mere exchange for the modest premarital asset, though Eric is credited with the value of his premarital contribution.

Separate property. The tract of land in Frankfurt Acres, which Kari acquired in 2001 before she even met Eric, is her separate property, and the gardening shed she built in 2022 with a gift from her mother remains separate under §200(d)(1) as a gift from a non-spouse. Eric's request for a share of the shed fails: unlike the nontitled spouses in Jones v. Cardiff and Bower, Eric contributed no funds or efforts to the land or shed, so no appreciation is attributable to him. Eric's initial $50,000 of photography equipment, bought in December 2005 before the 2006 marriage, is his separate property.

Therefore, if the marriage arose in 2006, the house, both cars, the joint account, and the post-2006 equipment are marital, while Kari's land and shed and Eric's 2005 equipment are

Rule. *§200(c): acquired during marriage = marital. §200(d): premarital or non-spouse gift = separate.*

Apply. *House (2008), cars (2024), joint account, later equipment = marital.*

Bower. *Later equipment is marital (manifold growth via marital efforts); Eric credited for the premarital $50k.*

Separate. *Land (2001) + gift-funded shed = Kari's; 2005 equipment = Eric's. Eric added nothing to the shed.*

separate.

Issue 3: If married in 2019 — effect on characterization

If the marriage was not created until the June 2019 ceremony, the marital estate shrinks dramatically, because only property acquired from 2019 forward was acquired during the marriage under §200(c). Everything acquired between 2006 and 2019 would instead be separate.

Under a 2019 date, the house (2008), the photography equipment acquired before 2019, and the pre-2019 balance of the joint account would all be Eric's or the parties' separate property rather than marital, and the mortgage in Eric's name would be his separate obligation. Only assets acquired after June 2019, the two 2024 vehicles and any equipment acquired from 2019 on, would be marital and subject to equitable distribution. Kari's Frankfurt Acres land and the 2022 shed remain her separate property either way, because the land predates any marriage and the shed was gift-funded.

Therefore, the marriage date is decisive: a 2019 date would move the house and most of the photography equipment out of the marital estate, which is why the characterization, and Eric's position, depends on Issue 1.

Rule. *Only property acquired during the marriage is marital; earlier = separate.*

Apply. *2019 date → house + pre-2019 equipment become separate; only 2024 cars + post-2019 items marital.*

Constant. *Kari's land + gift-funded shed stay separate under either date.*