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## New York Divorce and Family Law Blog

### [Boyfriend's Promises To Support Ex-Girlfriend After Break-up Are Not Binding](#)

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The promises of an executive to support his girlfriend if they ever broke up are unenforceable. The girlfriend is not entitled to “equitable distribution” of the assets acquired during the relationship.

Justice Ellen Gesmer ruled that such statements as "I will always take care of you" and "everything that we put in, we will enjoy together" do not constitute legally binding promises.

"Indeed, even if [the defendant] had made an explicit promise that, upon separation, [the plaintiff] would be entitled to 'equitable distribution' of their assets, it would be unenforceable, as it would be contrary to the long-standing law and policy in New York that unmarried partners are not entitled to the same property and financial rights upon termination of the relationship as married people," Justice Gesmer wrote in [Ericson v. Baron](#).

The plaintiff, Malin Ericson, alleged that her boyfriend, Fabien Baron, in addition to promising to always take care of her, assured her if they broke up he would treat the separation as if the couple had married.

But the absence of a marriage is the determinative factor of her property rights. Judge Gesmer noted that “Unless and until the law imposes equitable distribution on unmarried couples, in New York, as least, the legal status of marriage remains vitally important to establishing the economic rights of members of a couple.”