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9 David Casavant, LLC

10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**
12 **UNLIMITED JURISDICTION**

13 DAVID CASAVANT, LLC, a New York
14 limited liability company,

15 Plaintiff,

16 v.

17 YE (formerly known as KANYE WEST),
18 an individual; YEEZY APPAREL, LLC, a
19 California limited liability company

20 Defendants.

CASE NO.:

COMPLAINT

1. BREACH OF ORAL CONTRACT
2. CONVERSION
3. UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

21 DAVID CASAVANT, LLC (hereinafter "Plaintiff" or "Casavant"), a limited
22 liability company, alleges the following against Ye ("Defendant" or "Ye"), and Yeezy
23 Apparel, LLC (hereinafter "Defendant" or "Yeezy").

24 **PARTIES, VENUE, AND GENERAL ALLEGATIONS**

25 1. Plaintiff David Casavant, LLC, is a limited liability company headquartered
26 in New York, New York.

27 2. Plaintiff is informed and believes that Defendant Ye (formerly known as
28 Kanye West) is an individual residing in Los Angeles, California.

1 Archive includes the world's largest collection of garments by fashion icons Helmut Lang
2 and Raf Simons.

3 10. The Archive loans its pieces to an exclusive clientele of leaders in
4 contemporary culture, including Lady Gaga, Kim Kardashian, Rihanna, Tom Brady,
5 Kendrick Lamar, and Paul McCartney.

6 11. Plaintiff's pieces have been memorialized in numerous elite fashion
7 publications, including Vogue Paris, Vogue Italia GQ, and The New York Times Style
8 Magazine.

9 12. Because each item in the Archive is unique and part of a greater collection,
10 the whole being more valuable than the sum of its parts, Plaintiff does not offer to sell
11 individual items to clients.

12 13. Defendant Yeezy is a fashion label owned and operated by Defendant Ye
13 (formerly known as Kanye West), the Grammy Award-winning artist and music producer.

14 **B. Course of Dealings Between the Parties**

15 14. Plaintiff has continuously provided Defendant Yeezy with consulting
16 services and fashion rentals since Yeezy's inception in 2014. Defendant Ye has
17 continuously rented clothing from Plaintiff since 2015, both for personal wear and for
18 professional engagements.

19 15. Starting in 2016, Defendant Ye began to periodically fly Plaintiff's
20 personnel to Los Angeles, along with selections from the Archive, for consultation
21 services and to choose items to rent from the Archive. Defendant Ye rented these items
22 for both personal and professional use through Yeezy Apparel, LLC. Plaintiff
23 memorialized every one of these rental agreements, entered into orally, with invoices
24 identifying the items rented, the duration of the rental, the rental rate for each item, and
25 the replacement cost for each item. Defendant Yeezy Apparel, LLC consistently paid
26 these invoices in a timely manner.
27
28

1 16. On occasions when Defendant Ye sought to extend rental periods for select
2 items, Plaintiff billed Defendant Yeezy at the same weekly rental rate listed on the original
3 invoice for those select items.

4 17. When Defendant Ye would occasionally lose items that he had rented from
5 the Archive, Defendant Yeezy was billed the replacement fee as reflected in the invoices
6 for those items in addition to the rental fees for the full duration of the rental period. All
7 parties understood (as expressed orally and in writing and reflected in many years of prior
8 dealings) that because the garments are not commodities that are easily replaceable, the
9 rental fees compensate Plaintiff for the loss of future rentals, loan opportunities and press
10 from these garments when they are lost. Prior to Defendants' conduct underlying this
11 action, Defendants complied with these terms continuously since 2015.

12
13 **C. General Allegations**

14 18. Between on or about February 19, 2020, and February 26, 2020, Plaintiff
15 provided consulting services for Defendant Ye at Yeezy's place of business in Los
16 Angeles. During this time, Plaintiff agreed to loan 49 items from the Archive to
17 Defendants for a one-week rental term.

18 19. On March 2, 2020, Plaintiff provided Defendant Yeezy with a rental invoice
19 for the aforementioned 49 items.

20 20. Between on or about March 2020 and July 2020, Defendants paid the rental
21 fees for all 49 items and returned 36 of them to Plaintiff. Defendants continued to pay the
22 weekly rental fees for the remaining 13 outstanding items (identified as item numbers 6,
23 10, 11, 13, 21, 22, 25, 30, 33, 40, 41, 42, and 46 in the Original Invoice, attached hereto
24 as Exhibit A), which Plaintiff invoiced weekly from March 2, 2020, through October 29,
25 2020, in accordance with the original terms.

26 21. From October 30, 2020, to the date of this filing, however, Defendants
27 stopped paying altogether while retaining all 13 aforementioned items. Defendants have
28 retained these items despite Plaintiff sending weekly rental invoices for these items since

1 October 30, 2020, through December, 2021, and despite Plaintiff's numerous email and
2 telephone inquiries about these items from October 2020 through the date of this filing.

3 22. The weekly rental fees for the aforementioned 13 items, as described in all
4 invoices, total \$2,705 per week. (see Original Invoice attached hereto as Exhibit A). As
5 of May 27, 2022, Defendants have retained these garments for 82 weeks without paying
6 rental fees, totaling \$221,810 in outstanding rental fees.

7 23. In addition to these rental fees, monetary damages include the replacement
8 costs for each item. Whereas the rental fees (totaling \$221,810) compensate Plaintiff for
9 Defendants' unpaid rentals, the replacement fees compensate Plaintiff for the loss of the
10 garments themselves. The items are all rare, esteemed pieces valued for their scarcity and
11 importance in fashion history. They are not fungible commodities. The replacement fees
12 reflect the loss of future rentals, loan opportunities, publicity, and the lost value to the
13 Archive as a whole, as each lost item is part of a greater collection that derives its value
14 from its completeness.

15 24. The replacement costs for each item have been explicitly stated in every
16 rental invoice Defendant Yeezy has paid and received since February 2020, totaling
17 \$195,100. Thus, the total monetary damages arising from 1) the unpaid rental fees
18 (\$221,810) and 2) the replacement fees (\$195,100) totals \$416,910.

19 25. Defendants have not responded meaningfully to Plaintiff's numerous
20 inquiries about Defendants' unpaid balance and the missing items, referring Plaintiff to
21 individuals without knowledge or authority to resolve the dispute, or advising Plaintiff to
22 send inquiries to inactive email accounts.

23
24 **FIRST CAUSE OF ACTION**
25 ***Breach of Oral Contract***

26 26. Plaintiff hereby incorporates by reference the allegations in the above
27 paragraphs of this Complaint as though fully set forth herein.

