

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Malcolm Mackey

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Attorney for Plaintiff
David Casavant, LLC

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

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

Plaintiff,

v.

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

Defendants.

CASE NO.: 22STCV21599

COMPLAINT

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

DEMAND FOR JURY TRIAL

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

PARTIES, VENUE, AND GENERAL ALLEGATIONS

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

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

3. Plaintiff is informed and believes that Defendant Yeezy is a limited liability company founded by Ye and headquartered in La Palma, California and operating out of Los Angeles, California.

4. Pursuant to California Code of Civil Procedure § 410.10, jurisdiction is proper in the above-entitled Court because the Court has general subject matter jurisdiction and no statutory exception to jurisdiction exists. The amount in controversy exceeds the jurisdictional minimum of this court.

5. This Court has personal jurisdiction over Defendant Ye because he resides in Los Angeles, California.

6. This Court has personal jurisdiction over Defendant Yeezy because it conducts its business in Los Angeles, California, and the contract underlying this dispute was entered into in Los Angeles.

7. Pursuant to California Code of Civil Procedure § 395(a), venue is proper in the above-entitled Court because Defendant Ye resides in Los Angeles and contracted to perform an obligation in Los Angeles.

8. Pursuant to California Code of Civil Procedure § 395.5, venue is proper in the above-entitled Court against Defendant Yeezy because the contract was made and breached in Los Angeles. Wrongful conduct occurred and continues to occur in this County.

OVERVIEW

A. The Parties

9. Founded by leading stylist David Casavant, David Casavant LLC owns the David Casavant Archive (hereinafter “the Archive”), a private collection of rare high-end fashion garments. Based in New York City, the Archive focuses primarily on the work of conceptual menswear designers of the late 20th and early 21st centuries. For example, the

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.
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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.

1 27. Plaintiff and Defendants entered into an oral agreement for Defendants to
2 rent garments from Plaintiff. Plaintiff loaned said garments to Defendants.

3 28. Plaintiff thus performed all conditions and promises required of it under the
4 terms of the oral agreement with Defendants.

5 29. Defendants breached the terms of the oral agreement by retaining the
6 garments without paying for them or returning them.

7 30. Although Plaintiff has demanded that Defendants perform all obligations
8 under the oral agreement, Defendants failed and refused and continue to fail and refuse to
9 take all necessary steps to perform their obligations.

10 31. As a direct, foreseeable, and proximate result of Defendants' ongoing
11 breach, Plaintiff has suffered and continues to suffer substantial losses and damages.

12 32. By reason of Defendants' breach of the oral agreement, Plaintiff has
13 suffered ongoing and increasing damages in an amount to be proven at trial, but not less
14 than \$416,910.00.
15

16 **SECOND CAUSE OF ACTION**

17 *Conversion*

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

20 34. Defendant has wrongly taken possession of the aforementioned 13 garments
21 that Plaintiff owns, with the purpose of depriving Plaintiff of his property.

22 35. As a direct, foreseeable, and proximate result of Defendants' conduct,
23 Plaintiff has suffered and continues to suffer substantial damages and losses, in an amount
24 to be proven at trial, but not less than \$416,910.00.

25 **THIRD CAUSE OF ACTION**

26 *Unjust Enrichment*

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

1 37. As a result of his breaches and wrongful acts, Defendants have been unjustly
2 enriched at the expense of Plaintiff. Defendants have derived and continue to derive
3 benefit from failing to honor their obligations and duties to Plaintiff.

4 38. Defendants are under an obligation to pay Plaintiff all amounts by which
5 they have been unjustly enriched, in an amount to be proven at trial, but not less than
6 \$416,910.00.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff David Casavant, LLC, respectfully requests the following
10 relief on all causes of action:

- 11 1. Defendants Ye and Yeezy Apparel, LLC be ordered to pay compensatory
12 damages, according to proof;
13 2. For an award of prejudgment and post-judgment interest;
14 3. For an award of reasonable attorneys' fees;
15 4. For all costs of suit; and
16 5. For an award of any other and further legal and equitable relief as the
17 Court deems just and proper.

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20 DATED: July 5, 2022

THE FREEDMAN FIRM PC

21
22 By: _____

Michael G. Freedman
Attorney for Plaintiff
David Casavant, LLC

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of all causes by jury.

DATED: July 5, 2022

THE FREEDMAN FIRM PC



By:

Michael G. Freedman
Attorney for Plaintiff
David Casavant, LLC

Exhibit A

the david casavant archive

David Casavant, LLC
8 Spruce Street # 8N
New York, NY 10038

DATE: March 2, 2020

INVOICE # 626

Loan date: 2/27-3/5

BILL TO
Attn: Yeezy

FOR Yeezy

OF PIECES 49

	DESCRIPTION	REPLACEMENT	RENTAL TOTAL
1	Calvin Klein F/W 14 navy jacket	\$24000	\$390
2	Calvin Klein F/W 16 navy and silver jacket	\$18000	\$360
3	Dolce & Gabbana black mesh tank	\$1200	\$90
4	Gucci black bomber jacket	\$5000	\$185
5	Gucci python pants	\$6500	\$210
6	Helmut Lang beige nylon hoodie	\$7000	\$210
7	Helmut Lang grey jacket	\$16000	\$265
8	Helmut Lang green nipple tank	\$5000	\$130
9	Helmut Lang purple cut out tank	\$3500	\$105
10	Vintage white anorak	\$3500	\$145
11	Carhartt dungaree broen	\$500	\$50
12	Green army pants	\$2600	\$135
13	Green army pants	\$1100	\$110
14	Gucci pink t-shirt	\$2500	\$105
15	Vintage LL Bean white turtleneck	\$1600	\$90
16	Helmut Lang orange tank	\$5600	\$145
17	Helmut Lang khaki tank	\$1400	\$85
18	Vintage green tank	\$1400	\$95
19	Helmut Lang denim jacket	\$4000	\$165
20	Vintage green army trench coat	\$2400	\$135
21	Raf Simons black mesh ripped cape	\$6500	\$155
22	Vintage black fighting shorts	\$800	\$80
23	Vintage green Gap shirt	\$950	\$80
24	Vintage beige Gap leather jacket	\$2400	\$135
25	Ann Demeulemeester beige skirt	\$2200	\$140
26	Vintage green cargo pants	\$1600	\$120
27	Yohji Yamamoto navy wool coat	\$3500	\$200

28	Green army pants	\$1400	\$100
29	Raf Simons A/W 97 double layer top	\$4500	\$185
30	Raf Simons A/W 97 grey arm band top	\$3500	\$150
31	Raf Simons S/S 99 mesh black tank	\$8000	\$185
32	Raf Simons A/W 02 grey leather coat	\$23000	\$360
33	Helmut Lang 1998 silver parka	\$30000	\$390
34	Helmut Lang black asymmetrical tank	\$10000	\$190
35	Jil Sander by Raf Simons F/W12 black leather coat	\$28000	\$350
36	Jil Sander by Raf Simons F/W12 black leather top	\$8000	\$190
37	Kim Jones grey-blue bomber jacket	\$13000	\$245
38	MiuMiu grey suit	\$9000	\$210
39	Helmut Lang black zip jacket	\$4000	\$175
40	Raf Simons F/W 02 brown cape	\$24000	\$250
41	Raf Simons F/W 05 green hoodie	\$55000	\$380
42	Raf Simons F/W 03 new order brown parka	\$50000	\$450
43	Raf Simons A/W 03 black leather parka	\$85000	\$500
44	Helmut Lang silver leather pants	\$4500	\$150
45	Helmut Lang white leather Moto pants	\$5500	\$165
46	Helmut Lang beige cargo pants	\$1100	\$195
47	Raf Simons F/W 00 brown leather sweatshirt	\$17000	\$225
48	Raf Simons S/S 04 oversize white skull t-shirt	\$25000	\$240
49	Raf Simons SS 99 charcoal leather gilet	\$13000	\$190
TOTAL			\$9,590.00

*Merchandise lost or damaged will be charged full replacement price



Calvin Klein Collection

01



Calvin Klein Collection

02



Dolce & Gabbana

03



Gucci

04



Gucci

05



Helmut Lang

06



Helmut Lang

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Helmut Lang

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Helmut Lang

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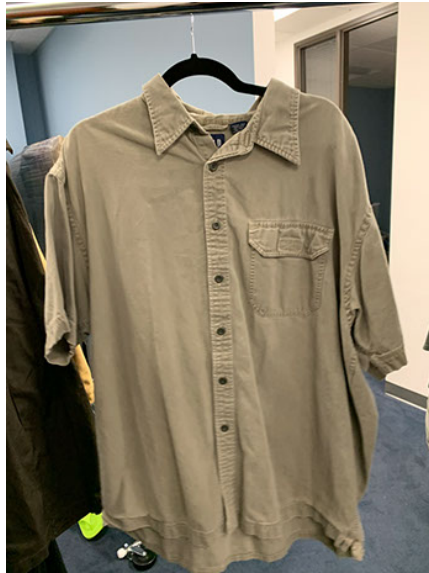
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Kim Jones

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Miu Miu

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Helmut Lang

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Raf Simons Autumn / Winter 2002

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Raf Simons Autumn / Winter 2005

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Raf Simons Autumn / Winter 2003

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Raf Simons Autumn / Winter 2003

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Helmut Lang

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Helmut Lang

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Helmut Lang

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Raf Simons Autumn / Winter 2000

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Raf Simons Spring / Summer 2004

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Raf Simons Spring / Summer 1999

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