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Attorneys for Plaintiff David Armstrong aka Donovan Michaels

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT – UNLIMITED

11 DAVID ARMSTRONG a.k.a. DONOVAN
12 MICHAELS, an individual,

Plaintiff,

vs.

14 DAVID GEFFEN, an individual; and DOES 1
15 to 20, inclusive,

Defendants.

Case No.: **25STCV21525**

“MARVIN” COMPLAINT FOR DAMAGES

1. BREACH OF EXPRESS ORAL CONTRACT AND IMPOSITION OF CONSTRUCTIVE TRUST
 2. BREACH OF IMPLIED CONTRACT IMPOSITION OF CONSTRUCTIVE TRUST
 3. BREACH OF EXPRESS ORAL CONTRACT FOR SUPPORT AND IMPOSITION OF CONSTRUCTIVE TRUST
 4. BREACH OF IMPLIED CONTRACT FOR SUPPORT AND IMPOSITION OF CONSTRUCTIVE TRUST
 5. QUANTUM MERUIT
 6. DECLARATORY RELIEF
- DEMAND FOR JURY TRIAL**

1 Plaintiff David Armstrong a.k.a. Donovan Michaels hereby complains and alleges against
2 Defendant David Geffen and Does 1-20 as follows:

3 **SUMMARY OF ACTION**

4 1. This is the story of a young vulnerable black man, orphaned as a toddler, David
5 Armstrong a.k.a. Donovan Michaels (“**Michaels**”), who was drawn into the web of a powerful
6 billionaire, David Geffen (“**Geffen**”). Michaels is a thirty-two-year-old survivor of the foster care
7 system, who was pulled into the orbit of an exploiter, masquerading as a white knight while hiding
8 behind wealth, philanthropy, and fame. Michaels did not meet Geffen in a boardroom, at a gala, or
9 through mutual friends. He met him on SeekingArrangements.com, a website where men like Geffen
10 shop for the vulnerable.

11 2. From the very first night they met, Geffen learned of Michaels’ troubled past – his history
12 of neglect, poverty, instability, and legal entanglements. Rather than respond with empathy or offer
13 genuine support, Geffen saw Michaels as an object of exploitation: a young, attractive and gay black
14 man whose trauma could be weaponized for Geffen’s personal gratification and public image. Geffen
15 paid Michaels \$10,000 for sex that night and, like the plot of the movie *Trading Places*, began treating
16 Michaels as a living social experiment – a trophy to show off to his wealthy friends, under the guise of
17 benevolence. It was a sick game. Michaels became a prop in Geffen’s theater of virtue, paraded around
18 as evidence of Geffen’s supposed altruism, while privately used as a sexual commodity.

19 3. Geffen did not stop there. Over time, what began as a paid sexual relationship evolved
20 into a *Marvin*-type partnership. Geffen told Michaels he loved him and the two would treat one another
21 as life partners, share all assets equally, and Geffen would support Michaels financially for life. Michaels
22 gave up his dreams – his modeling career, his independence – to dedicate himself fully to this promise.
23 He traveled the world with Geffen, helped oversee the renovations of his mansions, managed his
24 properties, supported his public persona, and served as his emotional lifeline. He did so with love,
25 loyalty, and the belief that he mattered.

26 4. In 2023, Geffen and Michaels married. No prenup. No protections. Just the culmination
27 of the promises Geffen had made for years. This reinforced Michaels’ belief that the relationship was
28 genuine and enduring. What Michaels did not know at the time was that this was nothing more than a

1 transaction to Geffen.

2 5. For years, Michaels gave everything – his body, his love, his labor, his youth.
3 Unfortunately, Michaels could not take the abuse from Geffen, nor keep up with Geffen’s proclivities,
4 and suffered from addiction. While in treatment, Michaels was introduced to the Twelve Steps of
5 Alcoholics Anonymous and he began working those steps. As Michaels made his way through the
6 process, he was encouraged to “make amends” to all persons he had hurt with his addiction, and
7 Michaels immediately thought of the most important person in his life, Geffen. Michaels wanted a clean
8 slate on both sides.

9 6. Because so much of Michaels’ sense of identity and self-worth had been tied to Geffen
10 and his approval since they met, Michaels wanted to develop an independent identity that he could truly
11 be proud of. He sought a fresh start—one where he and Geffen could stand shoulder to shoulder as
12 equals, in a relationship free from power dynamics and imbalances as he had grown accustomed to in
13 their relationship. Most importantly, he wanted complete honesty on both sides, something that he felt
14 was lacking.

15 7. When things got difficult – after Michaels no longer fit the carefully curated narrative
16 Geffen had crafted for his social world – Geffen responded to Michaels’ heart-felt amends by cutting
17 him off, demanding a divorce, and breaching his years-long promises and agreements with Michaels. In
18 short, Geffen discarded him just as easily as he had acquired him. Like a used object, Michaels was
19 thrown away, emotionally and financially devastated – left worrying about whether he would be
20 homeless in a moment’s notice and impoverished from the lifestyle he had grown accustomed to, in
21 direct breach of the Parties’ express and implied agreements for shared assets and Michaels’ financial
22 support.

23 8. In an effort to bully and tighten his control over Michaels, Geffen refused to engage in
24 any further negotiations unless Michaels agreed to terminate his lawyers and deal directly with Geffen
25 and *his* handpicked team of lawyers. Afraid, isolated, and without meaningful care or support, Michaels
26 was left with no choice but to file this action. Geffen has made it clear that he will stop at nothing to
27 destroy Michaels. Despite this, Michaels remains hopeful that Geffen will cease intentionally triggering
28 his mental health struggles, particularly his severe abandonment issues, which have been exacerbated

1 by the very person Michaels trusted enough to marry. The promises they made including, but not limited
2 to, “in sickness and in health” mean nothing to Geffen who appears to take pleasure in causing Michaels
3 to suffer both mentally and physically.

4 9. But Michaels is not disposable. He is a survivor. And now, he is demanding justice – not
5 just for himself, but for every person whose pain has been marginalized by someone else’s privilege.
6 This case is not about a mere personal falling out – it is about the systemic exploitation of a vulnerable,
7 marginalized young gay black man by a wealthy, powerful white gay billionaire who believed himself
8 untouchable. Geffen used a toxic mix of seduction, control, promises of love, and lavish displays of
9 wealth to entrap Michaels in a cycle of dependency, submission, and humiliation. Behind the glittering
10 facade of their relationship was a calculated pattern of abuse and commodification.

11 **PARTIES**

12 10. Plaintiff David Armstrong a.k.a. Donovan Michaels (“**Michaels**” or “**Plaintiff**”) is, and
13 at all times relevant hereto was, a resident of the County of Los Angeles, State of California.

14 11. Defendant David Geffen (“**Geffen**” or “**Defendant**”) is, and at all times relevant hereto
15 was, a resident of the County of Los Angeles, State of California.

16 12. The true names or capacities, whether individual, corporate, associate or otherwise, of
17 defendants sued herein as DOES 1 through 20, and each of them, are presently unknown to Michaels at
18 this time, who therefore sues said defendants by such fictitious names. When the true names or
19 capacities of said DOE defendants have been ascertained, Michaels will amend this complaint
20 accordingly.

21 13. Michaels is informed and believes, and thereon alleges, that each defendant designated
22 herein as a DOE defendant is responsible, negligently or in some other actionable manner, for the events
23 and happenings hereinafter referred to and caused injuries and damages proximately thereby to Michaels,
24 as hereinafter alleged, out of the said defendant's own negligent conduct or through the conduct of his
25 agents, servants or employees, or in some other actionable manner.

26 14. Michaels is informed and believes, and thereon alleges, that at all times herein mentioned,
27 defendants, and each of them, were agents, servants, employees, joint venture, and/or alter ego of their
28 co-defendants and were, as such, acting within the scope, course and authority of said agency,

1 employment and/or joint venture, and each and every defendant, as aforesaid, performed the acts and
2 conduct alleged herein directly, aided and abetted the performance thereof or knowingly acquiesced in
3 and accepted the benefits of such acts and conduct; and therefore each of the DOE defendants are liable
4 to Michaels as alleged herein. Each reference in this Complaint to “Defendants” refers collectively to
5 Geffen and all Doe Defendants.

6 **JURISDICTION AND VENUE**

7 15. The California Superior Court has original jurisdiction over the *Marvin* claims (see
8 *Marvin v. Marvin*, 18 Cal.3d 660 (1976)) and related contractual and tort claims alleged in this action
9 pursuant to *California Constitution Article VI, Section 10*.

10 16. The California Superior Court has jurisdiction over Geffen because he is domiciled in the
11 State of California. Additionally, the wrongful conduct – which gives rise to Michaels’ common law
12 claims – was committed by Geffen and the Does 1-20 in the State of California.

13 17. Venue is proper in the County of Los Angeles because Geffen presently resides in this
14 County and was a resident of this County during the commission of the wrongful conduct alleged in this
15 Complaint. On information and belief, Does 1-20 also resided in the County of Los Angeles during the
16 commission of their wrongful conduct. Furthermore, Geffen entered into agreements with Michaels in
17 the County of Los Angeles, which Geffen subsequently breached in the County of Los Angeles.

18 18. Further, this action is properly classified as an unlimited civil case because the amount in
19 controversy – excluding attorney’s fees, costs, exceeds \$25,000.

20 **FACTUAL BACKGROUND**

21 **A. Broken Roots: Surviving the System That Was Supposed to Protect Him.**

22 19. Michaels’ story does not begin with opportunity, privilege, or comfort. It begins in chaos
23 – in the back seat of a stranger’s car, in a rotating door of foster homes, and in the constant hum of
24 abandonment. From the earliest moments of his life, the system meant to protect him became a revolving
25 cast of caseworkers, strangers with temporary guardianship, and institutions more focused on survival
26 than care.

27 20. Michaels is thirty-two-years old. He was raised in the Michigan foster care system. At
28 eighteen months, Child Protective Services removed him from his biological mother’s home and placed

1 him in a number of temporary homes that he cannot remember. Michaels’ earliest memory dates back
2 to when he was just three years old. During a supervised visit with his biological mother and her
3 boyfriend, a three-year-old Michaels witnessed and endured a violent assault wherein the boyfriend
4 physically attacked both Michaels and his mother. The traumatic event remains the only memory
5 Michaels has of his mother from his early childhood. Thereafter, Michaels was placed in a number of
6 temporary homes, a group home where 12 other children had also been placed through the foster care
7 system, various institutional placements, and a second private home when he was a teenager.
8 Throughout this tumultuous childhood, Michaels regularly experienced both physical and emotional
9 abuse by adults and children, and by the time he was 18, the damage was done. After so much
10 disappointment, instability, and abuse, Michaels lacked the skills necessary to obtain adult employment
11 and create a home for himself. Thus, he was cast out to wander and he had to do whatever he could to
12 survive.

13 21. This chapter of Michaels’ life is not just about neglect. It’s about the long shadow it
14 casts—how early abandonment and abuse creates the perfect conditions for exploitation later in life.
15 Michaels was not naïve. He was conditioned, and the result of that conditioning would soon become
16 devastatingly clear.

17 **B. The Parties Meet on the High-End Dating Platform “*Seeking Arrangements.*”**

18 22. When Michaels was nineteen-years-old, he was fresh out of high school and fresh out of
19 the foster care system. He was a vulnerable, marginalized person who was facing homelessness, and
20 deprivation of his daily needs. With no plan and no one to guide him, he followed a friend who had
21 moved to Florida. In short order, with no skills or training, Michaels fell into exotic dancing and X-rated
22 videos. To survive, he focused on building a network, and through this network he was eventually routed
23 to the website SeekingArrangements.com (“Seeking Arrangements”), a high-end dating platform that
24 connects people for “mutually beneficial” relationships.

25 23. In October 2016, almost immediately after Michaels created his account on Seeking
26 Arrangements, he was directly contacted by Geffen who was more than eager to meet Michaels in
27 person. During their initial meeting, Michaels was awestruck by Geffen. His background was obviously
28 impressive: he was a 73-year-old renowned entertainment mogul whose aggressive and competitive

1 leadership helped shape the modern music, film, and art industries. He was also a “philanthropist” and
2 he “talked the talk” when it came to the issues Michaels had confronted during his underprivileged
3 upbringing. Michaels had never met anyone like Geffen before; he was shocked that a man such as
4 Geffen would immediately contact him through an online website just after Michaels set up his profile.
5 Michaels could not believe this man who suddenly stepped into his life, took such an interest in him.

6 24. Feeling fortunate, and comfortable, Michaels opened up to Geffen. He confided in
7 Geffen about the painful realities of his life – his traumatic upbringing in the Michigan foster care
8 system, his lack of a real family, his instability, and his prior run-ins with the law. Michaels spoke
9 candidly, not to gain sympathy from Geffen, but because he believed he had finally found someone who
10 could understand and maybe even care.

11 **C. Geffen Pays Michaels for Sex Acts and Grooms Him.**

12 25. Geffen, however, saw something else. He saw an opportunity. The more Michaels spoke,
13 the more Geffen boasted of his work helping the underprivileged, Geffen weaponized Michaels’
14 vulnerability to fulfill his own personal fantasies. That first night they met, Geffen paid Michaels
15 \$10,000 for sex, converting Michaels’ trauma into currency. He used Michaels’ tragic story not as a
16 reason to offer genuine support, but as a grooming tool – casting himself as savior, “white knight,”
17 mentor, and gatekeeper to a better life. Geffen turned Michaels into both a private sexual object and a
18 public prop – a symbol of Geffen’s self-proclaimed altruism to impress his powerful network.

19 26. From that moment forward, Geffen began transporting Michaels across the globe as his
20 paid sex worker. Almost immediately, Geffen instructed Michaels to obtain a passport so that he could
21 accompany Geffen on international trips – many of which took place aboard Geffen’s private superyacht.
22 Lavishing Michaels with gifts, luxury accommodations, and fleeting affection, Geffen created the
23 illusion of benevolence while subjecting Michaels to a darker reality behind closed doors. Geffen
24 demanded sexual access at will, including acts Michaels found degrading. Geffen plied Michaels with
25 drugs and alcohol, not for recreation, but as tools of coercion – lowering his resistance and increasing
26 his dependency. These were not isolated incidents. This was a calculated system of control, engineered
27 to erode Michaels’ ability to say no and to ensure his ongoing compliance.

28 27. Geffen’s exploitation was not limited to physical control. He cultivated emotional

1 dependency by painting a picture of exclusivity and lifelong support. He assured Michaels that, so long
2 as he remained loyal and obedient, he would be financially taken care of indefinitely. At the same time,
3 Geffen issued chilling warnings about what disobedience would cost, including thinly veiled threats
4 referencing his powerful friends and the reputational destruction he could unleash. Michaels, who had
5 never experienced lasting love or stability, clung to the belief that this arrangement could evolve into
6 something real. In truth, it was a psychological trap.

7 28. To deepen this dependency, Geffen initiated a monthly payment structure - first \$10,000,
8 then \$15,000 to Michaels' bank – which he tethered to ongoing sexual performance. Geffen framed
9 these payments as part of a mentorship or romantic relationship, but in practice, they functioned as
10 economic chains. Michaels had little choice but to comply.

11 29. When they first met, Michaels' modeling career was taking off and he was getting regular
12 offers to leave town for his modeling jobs. Geffen, however, was opposed to Michaels' modeling
13 aspirations because the shoots interfered with his goals and their time together. Geffen told Michaels
14 that he did not need to model because Geffen would continue to pay him for sex. Dangling a carrot on
15 a stick, Geffen told Michaels he could get him any modeling job he wanted through his contacts in the
16 modeling and entertainment industry so long as Michaels spent more time with him and proved his
17 loyalty.

18 30. Geffen's manipulation extended to Michaels' aspirations beyond modeling. When
19 Michaels expressed interest in building a credit history, launching a business, or working with charitable
20 organizations to help others like himself, Geffen belittled the ideas. He told Michaels he was
21 unemployable, too damaged by his background, and that sex work was his only viable future. But,
22 Geffen assured him, if he remained loyal – if he continued to please Geffen sexually and emotionally –
23 then Geffen would take care of everything. These were not idle promises. They were deliberate tools of
24 grooming, designed to instill helplessness and ensure dependence.

25 31. Unfortunately, Geffen's dangled promises of career, charitable, and personal
26 advancement were not sincere offers; they were calculated tools of manipulation designed to keep
27 Michaels dependent, submissive, and available at his beck and call. Geffen exploited Michaels' youth,
28 ambition, and emotional vulnerability to ensure continued sexual compliance. His true desire and

1 conduct amounted to a calculated pattern of grooming, fraud, and coercion to create financial and
2 emotional dependency. Geffen was not interested in building Michaels up; he was interested in breaking
3 him down and remolding him into a compliant vessel for his own gratification. The promises of career
4 support, independence, and charitable engagement were illusory. They served a singular purpose: to
5 keep Michaels tethered to Geffen's orbit, submissive and available. Geffen capitalized on Michaels'
6 youth, ambition, and desperation, not to uplift him, but to keep him under control.

7 32. Over time, Michaels became emotionally and financially tethered to Geffen. He was
8 groomed to believe that Geffen's approval, money, and affection were the only things of value in his
9 life. He internalized the falsehood that his worth was defined by his obedience. Even as the relationship
10 grew darker and more abusive, Michaels remained, convinced that any disruption would leave him
11 homeless, ostracized, or worse. The trauma bonding Geffen engineered had taken full hold.

12 **D. The Couple's Oral Agreement.**

13 33. During this time, Michaels began to believe that the relationship was transforming – that
14 Geffen saw him not merely as a plaything, but as a true partner. Geffen fueled this belief by claiming he
15 had fallen in love with Michaels and wanted more than a transactional relationship. He spoke of sharing
16 a life together, and eventually proposed that Michaels become his full-time companion, no longer as a
17 paid escort, but as an equal life partner.

18 34. In the early months of the Covid-19 pandemic, in Los Angeles County, Geffen sat
19 Michaels down to discuss with Michaels a serious matter. Geffen told Michaels that he (i) had fallen in
20 love him, (ii) respected him, and (iii) wanted to share his life with him as a life partner, not a as a sex
21 worker. Geffen also told Michaels that he would no longer pay him for sex and the monthly payments
22 to his check account would stop. Instead, he would take care of Michaels as if he was his "life-partner."
23 Geffen was clear that this was an entirely different relationship and that he wanted Michaels to take on
24 more roles as any spouse would do for their partner. Geffen explained that in exchange, Michaels would
25 share equally with him the fruits of his financial success, and take care of him for the rest of his life.

26 35. It was during this conversation that Michaels again approached Geffen about helping him
27 with his modeling career as he had previously promised. Geffen informed Michaels that he did not "need
28 to model" because Geffen was going to easily provide for his lifetime support. Geffen bragged to

1 Michaels that he had more money than he knew what to do with, so why would Michaels “waste [his]
2 time modeling for money that [he doesn’t] need!” Geffen reminded Michaels that, as a jet-setter, he was
3 “constantly travelling” and that he needed Michaels to be at his beck and call, and at his side “just like
4 any good spouse” and that he wanted Michaels to start taking on more traditional roles that a spouse
5 would handle. Because Geffen’s travel plans were so frequent and often set on short notice, he insisted
6 that there was “no room” or “need” for Michaels’ modeling career to get in the way—especially that he
7 was now promising to take care of Michaels financially for the rest of his life.

8 36. During this conversation, Michaels and Geffen orally and unambiguously agreed to the
9 following material terms:

- 10 a. Michaels agreed to live full-time, and cohabitate with, Geffen as his partner and
11 spouse (collectively, the “**Couple**”).
- 12 b. That while the Couple maintained their non-marital relationship, Michaels would
13 hold himself out to the general public as Geffen’s life partner, boyfriend and spouse
14 and Geffen would do the same.
- 15 c. The Couple would treat as joint property the earnings, income, and all personal and
16 real property acquired therewith, which resulted from all personal service, skill,
17 effort, and work that each of them, thereafter, individually or jointly, performed,
18 expended, or contributed during their relationship and while they lived with each
19 other.
- 20 d. Michaels would forgo his modeling career and render certain social, emotional and
21 domestic services to Geffen and the Couple, which included but was not limited to:
 - 22 i. Being Geffen’s confidante;
 - 23 ii. Rendering emotional support and companionship to Geffen;
 - 24 iii. Being a travel companion to Geffen as his partner and not sex worker;
 - 25 iv. Offering Geffen constant advice on health and wellness;
 - 26 v. Supporting Geffen’s social, charitable, and political aspirations;
 - 27 vi. Performing services as a house manager by helping to coordinate with
28 Geffen’s staff;

- vii. Helping to coordinate and throw parties and events;
- viii. Providing various home remodeling and maintenance services; and
- ix. Caretaking for Geffen.

e. In exchange for Michaels agreeing to the above-referenced terms, Geffen agreed to (1) pay all of Michaels' living expenses, including but not limited to, housing, utilities, food, clothing, vacations, healthcare and other expenses traditionally expended during the relationship; (2) providing Michaels with a debit and credit card linked to Geffen's account; (3) treat Michaels as a true life-partner in every aspect of life; (4) Geffen and Michaels would combine their efforts in earnings and share equally all personal and real property accumulated as a result of their skills, efforts, labor and earnings during the period of time of the Couple's relationship; (the "**Oral Agreement**"); and (5) provide for Michaels financial support for the rest of his life in the same style and manner that was established during the Couples' relationship consistent with Geffen's annual expenditures and accumulations for the rest of his life – including providing Michaels with a home – even in the event of dissolution of their relationship by death, separation or otherwise (the "**Oral Agreement Re: Lifelong Support**") (collectively, "**Oral Agreements**").

Michaels, who was vulnerable and trusting, entered into the Oral Agreements, as he believed this was his new beginning. In reality, it was simply a new phase of the same manipulation – one in which Michaels gave up what little independence he had left, believing that Geffen's love was finally genuine.

E. The Couples' Performance Under the Oral Agreements.

37. Over the next several years, it appeared to Michaels that Geffen was sincere about the Oral Agreements. First, Michaels fully performed his obligations under the Oral Agreements. By way of example only, (i) Michaels and Geffen continually lived together accumulating joint property which resulted from all personal service, skill, efforts and work that each of them, individually and jointly, had performed, expended or contributed during the time that they lived with each other; (ii) Michaels provided services as a homemaker, including providing care and comfort when Geffen was ill,

1 managing and overseeing efforts in including hosting elaborate parties, celebrations, and dinners for
2 Geffen and his social, political, and charitable associates, and attended award ceremonies with Geffen
3 as his companion; (iii) Michaels decorated and furnished Geffen's properties and properties acquired
4 after their Oral Agreements; (iv) Michaels decorated, furnished and managed the multi-million
5 renovation of Geffen's 18th floor Fifth Avenue apartment at the ultra-elite and exclusive "Parc V" in
6 New York, located at 785 5th Avenue, NY, NY 10022 ("**Apartment**"); (iv) Michaels advised and
7 counseled Geffen in areas of health and fitness; (v) Michaels put his career on hold to focus his efforts
8 toward the advancement of Geffen's social, political, and charitable ventures and to be at Geffen's
9 constant beck and call; and (vi) Michaels traveled with Geffen throughout the world per Geffen's request
10 on the superyacht, their private jet, their helicopter, for events, dinners, parties, and sometimes just to
11 socialize with Geffen's wealthy friends and associates who included captains of industry, celebrities,
12 political figures, and individuals involved in charitable endeavors

13 38. Michaels continually honored the terms of the Oral Agreements in reliance of Geffen's
14 repeated promises of lifelong support and shared ownership. Geffen always made it clear to Michaels
15 that they were living in "their" homes and sailing on "their" superyacht, *The Rising Sun*. As soon as
16 Michaels started renovating the Apartment and purchased furniture and décor, Geffen started referring
17 to the Apartment as Michaels' Apartment.

18 39. In partial performance of his duties under the Oral Agreement, Geffen provided Michaels
19 with valuable gifts like any loving partner would do. These gifts included a watch presently valued at
20 several million dollars and a piece of art now valued in the seven figures. Finally, Geffen provided for
21 Michaels' clothing, living expenses, health care, dental care, entertainment expenses, and travel
22 expenses. Geffen also provided Michaels with unfettered access to money for Michaels to do whatever
23 he wanted such as travel, enjoy with his friends, or to spend on others outside of their relationship.

24 40. On numerous occasions throughout the Couple's relationship, the Oral Agreements were
25 ratified and reaffirmed by the Couple.

26 **F. The Couple Marries and Reaffirms the Oral Agreements.**

27 41. On March 7, 2023, the Couple married *without a premarital agreement* or any
28 protections. Notwithstanding the fact Geffen was a billionaire with massive assets and income, Michaels

1 alleges on information and belief that Geffen was eager simply to obtain various protections afforded to
2 spouses, such as marital privilege which can be used to prevent a spouse from testifying.

3 42. At or around that time, they both expressed through words and actions their intention and
4 desire to continue honoring the aforementioned Oral Agreements that they abided by during their non-
5 marital cohabitation

6 **G. The Dark Side of Geffen and His Continued Abuse Towards Michaels.**

7 43. After marriage, much of the relationship seemed to be based on Geffen's sexual
8 proclivities and desires which Michaels was expected to participate. Geffen regularly described his
9 sexual activities with Michaels as "play." However, this "play" was exceedingly aggressive, and it
10 proved too much for Michaels.

11 44. Geffen enjoyed physically dominating his sexual partners, both Michaels and other men.
12 Geffen gained satisfaction from causing pain to his partners. This type of "play," as Geffen described it,
13 triggered Michaels' extreme childhood trauma response which, as reflected in the parties' text messages,
14 manifested as stomach and digestive issues, avoidance, headaches, exhaustion, and a need to be alone
15 to self-soothe. Nonetheless, even with full knowledge of Michaels' stress symptoms, Geffen continued
16 to engage in these acts.

17 45. Geffen also found additional ways to satisfy his unquenchable thirst for control over
18 Michaels. With back-handed insults and put-downs about Michaels' past and lack of sophistication,
19 Geffen cultivated Michaels' insecurity and self-doubt. Geffen critiqued every aspect of Michaels'
20 appearance and carefully controlled Michaels with respect to all aspects of his body hygiene. Geffen
21 required Michaels to submit to extensive, painful laser treatments and dental treatments. Even the
22 existence of an ingrown hair was enough to raise Geffen's ire and trigger a flurry of instructions to
23 correct the imperfection. Geffen required Michaels to report to him frequently and scolded Michaels for
24 failing to be "accountable." Geffen told Michaels where to go, what to wear, what to read, what to
25 watch, and what to say. Michaels repeatedly told Geffen he wanted to build a career and get involved
26 with charity work, but Geffen always killed these ideas, telling Michaels that his plans were not realistic
27 and would "get in the way" of their time together. Geffen's constant criticism and devaluation of
28 Michaels put him on shaky ground, and, as a result of his past trauma, Michaels tried to please Geffen

1 as best he could. Consistent with the power dynamics Geffen imposed, he frequently reminded Michaels
2 during the early years of their relationship that he was being paid for his efforts, and after the Couple
3 entered into the Oral Agreements, he regularly reminded Michaels that he was receiving a new life with
4 a view “from the top,” as opposed to “the bottom” where he came from.

5 **H. Geffen Constantly Demeaned Michaels.**

6 46. During social visits, Geffen regularly bragged to his rich and successful friends – often
7 while Michaels was present – that Michaels had a very difficult childhood and that Geffen was rescuing
8 him and saving his life. Invariably, Geffen would brag to his friends – including celebrities and media
9 moguls – that because of him and his willingness to take care of Michaels for the rest of his life, the bad
10 part of Michaels’ life was over. Michaels found Geffen’s public braggadocio for social virtue points
11 demeaning and humiliating and for that reason he came to dread the social gatherings Geffen arranged
12 with his “A-List” friends. Michaels found the pitying looks from Geffen’s wealthy and well-meaning
13 peers demoralizing and he was wounded by the self-serving manner in which Geffen soaked up their
14 praise for being so selfless, charitable, and kind to someone in Michaels’ lowly position in life.

15 **I. Michaels Recovery and Heart-Felt Amends Were Met with Rejection by Geffen.**

16 47. Geffen frequently claimed to Michaels (especially when he was high on drugs) that he
17 had a great deal of guilt for the way he mistreated and took advantage of artists and business associates
18 throughout his career. He repeatedly told Michaels – and other people in Michaels’ presence – that in
19 order to be a good agent, one needed to be a good liar. But Geffen regularly told Michaels that he wanted
20 to “make up” for his bad actions by focusing on charitable giving for the remainder of his life which
21 was why Michaels believed Geffen when he promised to financially provide for him for the remainder
22 of his life.

23 48. Michaels wanted to believe that Geffen was a changed man, but unfortunately, Geffen
24 did not give up all of his bad habits. Geffen was no stranger to drugs which he used as a sexual aid and
25 sometimes just for fun. In fact, the very first night they spent together, Geffen offered Michaels
26 cocaine. Thereafter, Geffen made a variety of illicit drugs available to Michaels, even on his superyacht,
27 including cocaine, molly, and cannabis. Michaels was expected to use drugs along with Geffen and his
28 friends, who occasionally enjoyed using hard drugs as a group on the superyacht, and he did his best to

1 keep up with Geffen’s fast lifestyle, however, Michaels’ traumatic past was an emotional ticking time-
2 bomb and the drugs only increased Michaels’ inner turmoil and stress symptoms.

3 49. In early 2025, Michaels finally had a breakthrough. He realized that he had spent a
4 lifetime on a treadmill running from emotional injury. He also realized that his coping techniques, which
5 he developed when he was a young child, were ineffective and had outlived their usefulness. In short,
6 Michaels decided he needed *recovery*, and he made the decision to get help, face his childhood issues,
7 make a clean break from his tumultuous past, and build a healthy and productive lifestyle. In making
8 this decision, Michaels believed that by becoming healthier, he would have the ability to be a better
9 spouse to Geffen, one capable of standing shoulder to shoulder with his life partner as an equal. On this
10 basis, Michaels decided that drugs did not work for him anymore, and he chose to enter into treatment
11 with the aim of achieving sobriety.

12 50. While in treatment, Michaels was introduced to the Twelve Steps of Alcoholics
13 Anonymous, and he began working those steps. As Michaels made his way through the process, he was
14 encouraged to “make amends” to all persons he had hurt with his addiction, and Michaels immediately
15 thought of the most important person in his life, Geffen. Given Geffen’s sexual proclivities, Geffen and
16 Michaels had a sexually-open marital lifestyle that included Geffen’s constant, at-will use of sex
17 workers and sexual dalliances outside of the relationship and marriage. Geffen was also aware that
18 Michaels was sexually attracted to women as well as men, and Geffen often provided Michaels with the
19 opportunity to have sex with women as a reward for good behavior. Michaels realized he had not been
20 honest with Geffen in terms of his discomfort with these sexual arrangements, the extent to which they
21 were not meeting his emotional needs, and the extent to which they were undermining trust. Michaels
22 wanted a clean slate on both sides.

23 51. Therefore, in making amends to his husband, Michaels found it crucial to open up the
24 door to complete and transparent honesty, something that was lacking at times in the relationship.
25 Michaels explained to Geffen that he wanted to change his patterns and be more direct in explaining his
26 emotional needs. He wanted to develop an independent identity that he could be proud of, not one
27 solely tied to Geffen and his singular approval. He wanted a new beginning wherein he could stand
28 shoulder to shoulder with Geffen as an equal free from power dynamics that existed Michaels told

1 Geffen he was ready to grow past his painful childhood and evolve into a healthier, more productive
2 husband who could bring his own accomplishments to the marriage.

3 52. However, Geffen did not want a healthier Michaels. He wanted control and
4 submission. He wanted to be the savior, the white knight, and the “top.” The last thing Geffen wanted
5 was for Michaels to become independent and stand shoulder to shoulder with him as he wanted Michaels
6 to remain subservient. Therefore, Geffen sadly responded to Michaels’ heart-felt amends by cutting him
7 off, demanding a divorce and breaching his years-long promises and Oral Agreements with Michaels.

8 **J. The Couple Separates and Geffen Breaches the Oral Agreements.**

9 53. The Couple separated on or about April 25, 2025, and Geffen almost immediately
10 breached the Oral Agreements by denying Michaels full financial support commensurate with his
11 lifestyle and his share of assets acquired during the Couples’ co-habitation.

12 54. Worse yet, on or around June 24, 2025, while Geffen was hosting his super-wealthy
13 celebrity friends on his superyacht in Venice, Italy, preparing to attend the Bezos wedding, he demanded
14 that Michaels immediately vacate the New York residence, which would effectively render Michaels
15 homeless. At the very same time, Geffen was decadently and extravagantly partying and dancing the
16 night away in Venice, Italy with the other .0001% of the wealthiest people on the planet. In addition to
17 evicting Michaels, Geffen also cut him off from his *status quo* financial support, making it impossible
18 for Michaels to secure an appropriate living situation and provide for his daily necessities. While Geffen
19 holds himself out to the public as an extraordinarily charitable man whose foundation gives millions and
20 millions of dollars to advocacy and support groups for the homeless and disadvantaged populations, he
21 is simultaneously endeavoring to render Michaels impoverished and homeless.

22 **FIRST CAUSE OF ACTION**

23 **BREACH OF ORAL CONTRACT RE: EQUAL OWNERSHIP IN ALL PROPERTY AND**
24 **ASSETS ACQUIRED AND IMPOSITION OF CONSTRUCTIVE TRUST**

25 **(Against Defendant Geffen and Does 1-20)**

26 55. Michaels re-alleges herein by this reference each and every allegation contained in
27 paragraphs 1 through 7, and 9 through 54, inclusive, of this Complaint as if set forth fully herein.

28 56. The California Supreme Court recognizes the enforceability of contracts between

1 nonmarital, cohabitating partners, whether express or implied by conduct. *Marvin v. Marvin*, 18 Cal.3d
2 660 (1976). Thus, a cohabitating partner has the right to enforce contracts, to assert equitable interest in
3 property acquired through that partner's effort, and to recover in contract and *quantum meruit* for the
4 reasonable value of services rendered by one partner to another (less the reasonable value of support
5 received). *Id.* at 676, fn. 24, 684.

6 57. As set forth herein, the Couple entered into the Oral Agreement.

7 58. The Couple married in the spring of 2023, and at or about said time, together expressed
8 through words an intention and desire to perpetuate the aforesaid Oral Agreement.

9 59. As set forth herein, Michaels has performed all conditions of the Oral Agreements except
10 to the extent Michaels is excused from performance due to the conduct of Defendant. Michaels fully
11 performed his obligations under the Oral Agreement by, among others, cohabitating with Geffen, acting
12 as his confidant, emotional support partner, property manager, and travel companion, and by foregoing
13 significant career opportunities in reliance on Michaels' repeated promises of lifelong support and
14 shared ownership.

15 60. During the time the Couple maintained their relationship together and continued to live
16 together the Couple accumulated as joint property earnings and income, and all property acquired,
17 therewith, which resulted from all personal service, skill, effort and work that each of them, individually
18 and jointly, had performed, expended or contributed during the time that they lived with each other. The
19 Couple acquired as a result of their skills, efforts, labor and earnings, personal and real property,
20 hereinafter referred to as "Equitable Property," the exact nature and extent of which is presently
21 unknown to Michaels, Michaels will seek leave of court to amend this Complaint to identify and describe
22 the property when it is ascertained.

23 61. The Couple separated in the Spring of 2025 and Michaels has requested that Geffen honor
24 the terms of the Oral Agreement.

25 62. Geffen failed and refused, and continues to fail and refuse, to perform the terms and
26 conditions of their Oral Agreement, including to account for any of the real property, or to divide any
27 portion of the property in Geffen's control and possession with Michaels equally or at all.

28 63. Michaels believes the true nature and extent of the joint property acquired and

1 accumulated pursuant to the terms of the Agreement is extensive, including but not limited to,
2 improvements to the Apartment and other personal property.

3 64. As a proximate result of Geffen's breach of the Oral Agreements, Michaels has sustained
4 damages in excess of the jurisdictional minimum of this court, to be proven at trial. Michaels will seek
5 leave to amend this Complaint after Michaels ascertains the full amount of his damages.

6 65. Geffen is estopped from raising the Statute of Frauds by reason of the following:

7 a. The Oral Agreement re: could have been performed within a year;

8 b. Commencing when said promises were made by Geffen and at various times
9 thereafter during the Couple's relationship, Geffen represented to Michaels that he intended to keep his
10 oral promise, which representations caused Michaels to change his position in detrimental reliance as
11 alleged above; and

12 c. If Geffen were allowed to raise any section of the Statute of Frauds, he would be
13 unconscionably and unjustly enriched by having accepted that which he bargained for without having
14 to keep his promise to pay for it.

15 66. Thereafter, as set forth herein, from in or around 2020 until approximately April 25, 2025,
16 the Couple remained together.

17 67. At the time the Couple commenced living together, and at all times during their non-
18 martial relationship while they lived with each other, the most confidential relations existed between the
19 Couple, and Michaels reposed the greatest confidence and trust in Geffen. Michaels entrusted Geffen to
20 account for all joint property acquired and accumulated through the Parties' joint efforts – including but
21 not limited to the Apartment. Michaels entrusted Geffen maintain their joint and shared interests –
22 including but not limited to the Apartment – as well as all property and assets acquired and accumulated
23 during the term of their relationship, and to account for all such property acquired and accumulated
24 through their joint efforts. By reason of this confidence reposed in Geffen, and of which Geffen was
25 aware, Michaels retained title to the Couples' ownership interest in said property, earnings, and assets,
26 as well as title and control of other property interests acquired by the Couple pursuant to the Oral
27 Agreement.

28 68. By reason of the trust and confidence Michaels reposed in Geffen, Michaels relied on

1 Geffen to perform his promises and agreement with Michaels, and to disclose fully all of such property
2 of the Couple, and its nature, extent, and value, and relied on Geffen to transfer Michaels' interest in
3 such property to Michaels in a manner that would result in an equal division of the property. Geffen
4 knew or should have known of the trust and confidence so reposed in him by Michaels.

5 69. Despite the duties and obligations that Geffen account for all such property, acknowledge
6 Michaels' equal interest in all such property, and transfer same to Michaels, Geffen violated the
7 confidence Michaels placed in him, and repudiated the Oral Agreements. By Geffen's failure and
8 refusal, and continuing failure and refusal, to acknowledge Michaels' above-stated interests, and to
9 equally share and divide said property, Geffen has thus breached said Oral Agreement.

10 70. Michaels believes the true nature and extent of the joint property acquired and
11 accumulated during the period in which the Couple lived with each other is extensive, including but not
12 limited to the Apartment and other property.

13 71. Because of the violation of the confidence Michaels had placed in Geffen and of the
14 repudiation of the mutual understanding between the Couple respecting the treatment of all Equitable
15 Property/property acquired and accumulated through the skills, efforts, labor, and earnings of the
16 Couple, and each of them, Geffen should be declared by this court to be an involuntary trustee, holding
17 one-half of the joint property, and the rents, issues, and profits therefrom in constructive trust for
18 Michaels with the duty to convey the same to him forthwith.

19 **SECOND CAUSE OF ACTION**

20 **IN THE ALTERNATIVE, BREACH OF IMPLIED CONTRACT AND ASSETS ACQUIRED**

21 **AND IMPOSITION OF CONSTRUCTIVE TRUST**

22 **(Against Defendant Geffen and Does 1-20)**

23 72. Michaels re-alleges herein by this reference each and every allegation contained in
24 paragraphs 1 through 7, and 9 through 71 inclusive, of this Complaint as if set forth fully herein.

25 73. As set forth herein, the Couple shared an implied understanding between them, at said
26 time and continuing thereafter, that Michaels would move in with Geffen fulltime in Los Angeles,
27 California, the East Coast, his superyacht and properties around the world; that Michaels would cease,
28 terminate, and forego Michaels' career advancement opportunities in modeling order to focus his efforts

1 on being a traditional life partner to Geffen and take care of Geffen's personal, social and professional
2 needs; that Michaels would render efforts as a social host, advisor, emotional companion, travel
3 companion, real estate/home manager of the Apartment (overseeing build-out and renovations) and
4 other Geffen properties and properties the Couple acquired during their co-habitation, and confident to
5 Geffen; that the Couple would hold themselves out in public as life partners and/or spouses; that
6 Michaels would continue to be a 50/50 partner with Geffen in all ownership share and interest in real
7 property, earnings, assets, and accumulations already acquired and to be later acquired thereafter. As
8 part of said implied understanding, Michaels devoted Michaels' skills, efforts, earnings, and labor in
9 maintaining the Couple's relationship, including but not limited to, traveling and attending social
10 functions with Geffen, maintaining the Couple's social relations with friends, associates and
11 acquaintances, acting as Geffen's personal advisor, and satisfying all of Geffen's personal needs.

12 74. As a further part of said implied understanding between the Couple, Geffen understood,
13 or acted in a manner as though he understood, that Michaels would perform, expend, or contribute such
14 skills, efforts, and labor for the benefit of Geffen, and Michaels in turn would share equally with Geffen,
15 as Geffen's equal partner, the fruits of the growth, development, and enhancement of Geffen's ventures,
16 interests, and investments. Geffen understood he would maintain support and at all times then and in the
17 future provide lifelong financial support, aid and assistance to Michaels. In particular, the Couple acted
18 by executing and carrying out the acts and events referenced in the preceding paragraphs.

19 75. Geffen manifested his assent to the basis upon which Michaels performed under said
20 implied understanding by accepting the skills, efforts, and labor of Michaels, and by discussing with
21 Michaels that Geffen would likewise treat his property, other homes, earnings, assets and accumulations,
22 and the fruits of their efforts in the acquisition of the same, as the joint property of both Michaels and
23 Geffen, regardless of whether any property was held or placed in the name of the either party.

24 76. During the period the Couple lived together under this implied agreement and continuing
25 after their marriage, the Couple dealt with each other in a fair and trusting manner, thereby creating in
26 both Michaels and Geffen a reasonable expectation and belief that the aforesaid understanding and
27 agreement existed between them – and continued after their marriage.

28 77. As set forth here, in confirmation of the foresaid understanding, Michaels conducted his

1 relationship with Geffen pursuant to the terms of this implied understanding. Michaels has performed
2 all conditions of said implied agreement on Michaels' part to be performed, except to the extent Michaels
3 is excused from performance due to the conduct of Geffen.

4 78. As set forth herein, Geffen has breached this implied understanding.

5 79. As a direct and proximate result of Geffen's breach, Michaels has suffered damages in
6 an amount to be proven at trial and within the jurisdictional limits of this court. Geffen's breach is a
7 continuing one and payments due to Michaels from Geffen will continue to accrue.

8 80. At the time the Couple commenced living together, and at all times during their non-
9 martial relationship while they lived with each other, the most confidential relations existed between the
10 Couple, and Michaels reposed the greatest confidence and trust in Geffen. Michaels entrusted Geffen to
11 account for all joint property acquired and accumulated through the Parties' joint efforts – including but
12 not limited to the Apartment. Michaels entrusted Geffen maintain their joint and shared interests –
13 including but not limited to the Apartment – as well as all property and assets acquired and accumulated
14 during the term of their relationship, and to account for all such property acquired and accumulated
15 through their joint efforts. By reason of this confidence reposed in Geffen, and of which Geffen was
16 aware, Michaels retained title to the Couples' ownership interest in said property, earnings, and assets,
17 as well as title and control of other property interests acquired by the Couple pursuant to the implied
18 agreement between them.

19 81. By reason of the trust and confidence Michaels reposed in Geffen, Michaels relied on
20 Geffen to perform his promises and agreement with Michaels, and to disclose fully all of such property
21 of the Couple, and its nature, extent, and value, and relied on Geffen to transfer Michaels's interest in
22 such property to Michaels in a manner that would result in an equal division of the property. Geffen
23 knew or should have known of the trust and confidence so reposed in him by Michaels.

24 82. Despite the duties and obligations that Geffen account for all such property, acknowledge
25 Michaels's equal interest in all such property, and transfer same to Michaels, Geffen violated the
26 confidence Michaels placed in him, and repudiated the implied agreement. By Geffen's failure and
27 refusal, and continuing failure and refusal, to acknowledge Michaels's above-stated interests, and to
28 equally share and divide said property, Geffen has thus breached said implied agreement

1 all of the property in his possession, custody or control as herein alleged, Michaels has sustained
2 damages in excess of the jurisdictional minimum of this court. Michaels will seek leave to amend this
3 Complaint after he ascertains the full amount of his damages.

4 92. Geffen is estopped from raising the Statute of Frauds by reason of the following:

5 a. The Oral Agreement re: Lifelong Support could have been performed within a year;

6 b. Commencing in 2020, when said promises were made by Geffen and at various times
7 thereafter during the Couple's relationship, Geffen represented to Michaels that he intended to keep his
8 oral promise, which representations caused Michaels to change his position in detrimental reliance as
9 alleged above; and

10 c. If Geffen were allowed to raise any section of the Statute of Frauds, he would be
11 unconscionably and unjustly enriched by having accepted that which he bargained for without having
12 to keep his promise to pay for it.

13 93. At the time the Couple commenced living together, and at all times during their non-
14 martial relationship while they lived with each other, the most confidential relations existed between the
15 Couple, and Michaels reposed the greatest confidence and trust in Geffen. Michaels entrusted Geffen to
16 honor the Oral Agreement re: Lifelong Support.

17 94. By reason of the trust and confidence Michaels reposed in Geffen, Michaels relied on
18 Geffen to perform the promises and agreement with Michaels.

19 95. Because of the violation of the confidence Michaels had placed in Geffen and of the
20 repudiation of the mutual understanding between the Couple respecting the treatment of all property
21 acquired and accumulated through the skills, efforts, labor, and earnings of the Couple, and each of
22 them, Geffen should be declared by this court to be an involuntary trustee, holding one-half of the joint
23 property, and the rents, issues, and profits therefrom in constructive trust for Michaels with the duty to
24 convey the same to him forthwith.

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1 **FOURTH CAUSE OF ACTION**

2 **BREACH OF IMPLIED CONTRACT FOR SUPPORT AND IMPOSITION OF**

3 **CONSTRUCTIVE TRUST**

4 **(Against Defendant Geffen and Does 1-20)**

5 96. Michaels re-alleges herein by this reference each and every allegation contained in
6 paragraphs 1 through 7, and 9 through 95 inclusive, of this Complaint as if set forth fully herein.

7 97. As set forth herein, the Couple shared an implied understanding between them, at said
8 time and continuing thereafter, that Michaels would move in with Geffen fulltime in Los Angeles,
9 California, the East Coast, his superyacht and properties around the world; that Michaels would cease,
10 terminate, and forego Michaels' career advancement opportunities in modeling order to focus his efforts
11 on being a traditional life partner to Geffen and take care of Geffen's personal, social and professional
12 needs; that Michaels would render efforts as a social host, advisor, emotional companion, travel
13 companion, real estate/home manager of the Apartment (overseeing build-out and renovations) and
14 other Geffen properties and properties the Couple acquired during their co-habitation, and confident to
15 Geffen; that the Couple would hold themselves out in public as life partners and/or spouses; that
16 Michaels would continue to be a 50/50 partner with Geffen in all ownership share and interest in real
17 property, earnings, assets, and accumulations already acquired and to be later acquired thereafter. As
18 part of said implied understanding, Michaels devoted Michaels' skills, efforts, earnings, and labor in
19 maintaining the Couple's relationship, including but not limited to, traveling and attending social
20 functions with Geffen, maintaining the Couple's social relations with friends, associates and
21 acquaintances, acting as Geffen's personal advisor, and satisfying all of Geffen's personal needs.

22 98. As a further part of said implied understanding between the Couple, Geffen understood,
23 or acted in a manner as though he understood, that Michaels would perform, expend, or contribute such
24 skills, efforts, and labor for the benefit of Geffen, and Michaels in turn would share equally with Geffen,
25 as his equal partner, the fruits of the growth, development, and enhancement of Geffen's ventures,
26 interests, and investments. Geffen understood he would maintain support and at all times then and in the
27 future provide lifelong financial support, aid and assistance to Michaels commensurate with his lifestyle
28 while he was with Geffen.

1 99. Geffen manifested his assent to the basis upon which Michaels performed under said
2 implied understanding by accepting the skills, efforts, and labor of Michaels, and by discussing with
3 Michaels that Geffen would likewise provide him with lifelong support. Some of Geffen’s numerous
4 statements to Michaels included the following:

- 5 a. Thanking Michaels for traveling with him and stating “you will always have a home,”
6 “I will always provide for you for the rest of your life,” and words to that effect.
- 7 b. Telling Michaels he did not have to work so that the parties could spend more time
8 together, stating, “Why work for money...I have all the money you will ever need in
9 your life,” and words to that effect.
- 10 c. Thanking Michaels for being his confidant, party planner and helping him with his
11 charitable organizations, stating, “This is why you have money and a home for life,”
12 and words to that effect.

13 100. As stated herein, the Couple shared an implied understanding and as part of that implied
14 understanding, conducted their relationship with this implied understanding.

15 101. As part of that implied understanding between the Couple, Geffen understood, or acted
16 in a manner as though he understood, that Michaels would perform, expend or contribute such skills,
17 efforts, and labor to Geffen and Geffen would maintain support at all times then and in the future
18 providing lifelong support, aid and assistance to Michaels.

19 102. Thereafter, Geffen manifested his assent to which Michaels performed, expended and
20 contributed his skills, efforts, and labor and treating his skills, efforts, and labor as property the Couple.

21 103. During the course of time that the Couple maintained their relationship until April 25,
22 2025, when the Couple separated, they conducted their relationship per the terms implied, and in doing
23 so, dealt with each other in a fair and trusting manner, thereby creating in the Couple, a reasonable
24 expectation which existed between the Couple that Geffen would provide Michaels with financial
25 support commensurate with his lifestyle for the rest of his life in exchange for Michaels’ services as
26 herein described.

27 104. After the Couple separated, Michaels requested that Geffen satisfy his obligations under
28 the implied agreement for lifelong support. In response to Michaels’ request for support, Geffen failed

1 and refused, and continues to fair to refuse, to perform the terms and conditions of the implied agreement
2 for support in that Geffen failed to provide the agreed-upon support.

3 105. Michaels has performed all conditions of said implied agreement on Michaels' part to be
4 performed, except to the extent Michaels is excused from performance due to the conduct of Geffen.

5 106. Under the implied agreement, there is now due and unpaid support payments to Michaels
6 from Geffen necessary to pay living expenses and healthcare commensurate with Michaels' lifestyle
7 since the time Michaels started Michaels' cohabitation with Geffen.

8 107. As a direct and proximate result of Geffen's breach, Michaels has suffered damages in
9 an amount to be proven at trial. Geffen's breach is a continuing one and payments due to Michaels from
10 Geffen will continue to accrue.

11 108. At all relevant times during their relationship, the most confidential relations existed
12 between Couple, and Michaels reposed the greatest confidence and trust in Geffen. Michaels entrusted
13 Geffen maintain their joint and shared interests in their residences – including but not limited to the
14 Apartment – as well as all property and assets acquired and accumulated during the term of their
15 relationship, and to account for all such property acquired and accumulated through their joint efforts.
16 By reason of this confidence reposed in Geffen, and of which Geffen was aware, Michaels retained title
17 to the Couples' ownership interest in said property, earnings, and assets, as well as title and control of
18 other property interests acquired by the Couple prior to their marriage.

19 109. By reason of the trust and confidence Michaels reposed in Geffen, Michaels relied on
20 Geffen to perform his promises and agreement with Michaels, and to disclose fully all of such property
21 of the Couple, and its nature, extent, and value, and relied on Geffen to transfer Michaels' interest in
22 such property to Michaels in a manner that would result in an equal division of the property. Geffen
23 knew or should have known of the trust and confidence so reposed in him by Michaels.

24 110. Despite the duties and obligations that Geffen account for all such property,
25 acknowledge Michaels' equal interest in all such property, and transfer same to Michaels. Geffen
26 violated the confidence Michaels placed in him and repudiated the Couples' said mutual understanding
27 that had existed during the period in which the Couple had been together. By Geffen's failure and refusal,
28 and continuing failure and refusal, to acknowledge Michaels' above-stated interests, and to equally share

1 and divide said property, Geffen has thus breached said implied contract.

2 111. Michaels has performed all conditions of said implied agreement on Michaels' part to be
3 performed, except to the extent Michaels is excused from performance due to the conduct of Geffen.

4 112. As a direct and proximate result of Geffen's breach, Michaels has suffered damages in
5 an amount to be proven at trial. Geffen's breach is a continuing one and payments due to Michaels from
6 Geffen will continue to accrue.

7 113. Geffen will seek leave to amend this Complaint at the time of trial to set forth the
8 additional amounts, if any, that have accrued under the Agreement and are due and unpaid.

9 **FIFTH CAUSE OF ACTION**

10 **QUANTUM MERUIT**

11 **(Against Defendant Geffen and Does 1-20)**

12 114. Michaels re-alleges herein by this reference each and every allegation contained in
13 paragraphs 1 through 7, and 9 through 113 inclusive, of this Complaint as if set forth fully herein.

14 115. As set forth in detail hereinabove, Geffen requested, by his words and conduct, that
15 Michaels perform and render services for the personal and professional benefit of Geffen throughout the
16 Couple's cohabitating relationship. The following is a non-exclusive list of professional and personal
17 services Michaels provided and did not receive adequate compensation: Michaels conducted his
18 relationship with Geffen in a manner and with the same force and effect as husband and husband – or a
19 married couple – and did hold himself out publicly as husband to Geffen or spouse. Michaels moved in
20 with Geffen fulltime in Los Angeles, California, New York, NY and on Geffen's' superyacht on which
21 they which travelled all over the world, Michaels gave up employment opportunities in modeling at
22 Geffen's request so he could focus on being a companion to Geffen and devote his time, attention, skills,
23 efforts, and labor to the development and promotion of Geffen's personal, charitable, political, and
24 professional needs, including planning, coordinating, and hosting elaborate parties, celebrations, and
25 dinners for Geffen and his friends and professional colleagues and associates, as well as the
26 establishment, maintenance, upkeep, and development of, including substantial improvements and
27 renovations to, the various properties and residences at which the Couple lived, including the Apartment,
28 or otherwise maintained, and acted as an advisor, emotional companion, travel companion, real estate

1 manager (manager real estate purchases and renovations of said purchases), and confident to Geffen.

2 116. Michaels performed and executed the above-stated services – and as stated throughout
3 the Complaint – as requested by Geffen.

4 117. Michaels was not paid or compensated for said services. Geffen has failed and refused,
5 and continues to fail and refuse, to compensate Michaels for said services.

6 118. As a direct and proximate result of Geffen’s continuing failure to compensate Michaels
7 for the above-stated services rendered to Geffen, Michaels has suffered damages in an amount to be
8 proven at trial.

9 **SIXTH CAUSE OF ACTION**

10 **DECLARATORY RELIEF**

11 **(Against Defendant Geffen and Does 1-20)**

12 119. Michaels re-alleges herein by this reference each and every allegation contained in
13 paragraphs 1 through 7, and 9 through 118 inclusive, of this Complaint as if set forth fully herein.

14 120. An actual controversy has arisen and now exists between Michaels, on the one hand, and
15 Geffen, on the other concerning their respective rights and obligations under the Oral Agreements.
16 Michaels contends that Geffen may not, directly or indirectly, quitclaim or transfer to any person any
17 earnings and income, and all property acquired therewith –which resulted from all personal service,
18 skill, effort, and work that each of them, thereafter, individually or jointly, performed, expended, or
19 contributed during their relationship and while they lived with each other. Michaels is informed and
20 believes, and on that basis alleges, that Geffen denies Michaels’ contentions.

21 121. A judicial declaration is necessary and appropriate under the circumstances so that
22 Michaels and Geffen may ascertain their rights, interests, obligations and duties with respect to
23 foregoing and to avoid a multiplicity of actions.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Michaels prays for judgment against Geffen and Doe Defendants 1-20 as
3 follows:

4 **ON THE FIRST CAUSE OF ACTION FOR BREACH OF EXPRESS ORAL CONTRACT**
5 **AND IMPOSITION OF CONSTRUCTIVE TRUST**

6 1. For compensatory and other damages in an amount to be proven at trial but not less than
7 the jurisdictional minimum for an unlimited civil action in this Court.

8 2. The Court to order Geffen to account to Michaels for all the joint property, earnings and
9 income and all property acquired therewith, which resulted from all personal services, skills, effort, and
10 work that Michaels and Geffen, and each of them, performed, expended, or contributed during the period
11 of their relationship and while they lived with each other.

12 3. That on ascertaining the nature and extent of the property subject to the Oral Agreement
13 between the Couple, the Court award Michaels damages in the amount of one-half the property and be
14 compelled to transfer legal title and possession of one-half of that property and one-half the rents, issues,
15 and profits therefrom to Michaels.

16 4. That Geffen be compelled to account for all property acquired and accumulated through
17 the skills, efforts, labor and earnings of the Couple, each of them, during their relationship and, upon
18 ascertaining the nature, extent, and value of the property the court order division of the property between
19 the Couple and that Geffen be declared to be the constructive trustees of one-half of the property and
20 one-half of the rents, issues, and profits there from to Michaels; or, in the alternative, that the court
21 ascertain the nature, extent, and value of the property and award Michaels damages for breach of contract
22 in the amount of one-half of the value of the property.

23 5. That in the alternative, if Michaels and Geffen are able to stipulate to a specific division
24 of the property subject to the Agreement, the Court to order a division of the property pursuant to such
25 a stipulation.

26 **ON THE SECOND CAUSE OF ACTION FOR BREACH OF IMPLIED CONTRACT AND**
27 **IMPOSITION OF CONSTRUCTIVE TRUST**

28 1. For compensatory and other damages in an amount to be proven at trial but not less than

1 the jurisdictional minimum for an unlimited civil action in this Court.

2 2. The Court to order Geffen to account to Michaels for all the joint property, earnings and
3 income and all property acquired therewith, which resulted from all personal services, skills, effort, and
4 work that Michaels and Geffen, and each of them, performed, expended, or contributed during the period
5 of their relationship and while they lived with each other.

6 3. That on ascertaining the nature and extent of the property subject to the Oral Agreement
7 between the Couple, the Court award Michaels damages in the amount of one-half the property and be
8 compelled to transfer legal title and possession of one-half of that property and one-half the rents, issues, and
9 profits therefrom to Michaels.

10 4. That Geffen be compelled to account for all property acquired and accumulated through
11 the skills, efforts, labor and earnings of the Couple, each of them, during their relationship and, upon
12 ascertaining the nature, extent, and value of the property the court order division of the property between
13 the Couple and that Geffen be declared to be the constructive trustees of one-half of the property and
14 one-half of the rents, issues, and profits there from to Michaels; or, in the alternative, that the court
15 ascertain the nature, extent, and value of the property and award Michaels damages for breach of contract
16 in the amount of one-half of the value of the property.

17 5. That in the alternative, if Michaels and Geffen are able to stipulate to a specific division
18 of the property subject to the Agreement, the Court to order a division of the property pursuant to such
19 a stipulation.

20 ON THE THIRD CAUSE OF ACTION FOR BREACH OF EXPRESS ORAL CONTRACT
21 FOR LIFETIME SUPPORT AND IMPOSITION OF CONSTRUCTIVE TRUST

22 1. For compensatory and other damages in an amount to be proven at trial but not less than
23 the jurisdictional minimum for an unlimited civil action in this Court.

24 2. The Court to order Geffen to account to Michaels for all the joint property, earnings and
25 income and all property acquired therewith, which resulted from all personal services, skills, effort, and
26 work that Michaels and Geffen, and each of them, performed, expended, or contributed during the period
27 of their relationship and while they lived with each other.

28 3. That on ascertaining the nature and extent of the property subject to the Oral Agreement

1 re: Lifelong Support between the Couple, the Court award Michaels damages in the amount of one-half
2 the property and be compelled to transfer legal title and possession of one-half of that property and one-half
3 the rents, issues, and profits therefrom to Michaels.

4 4. That Geffen be compelled to account for all property acquired and accumulated through
5 the skills, efforts, labor and earnings of the Couple, each of them, during their relationship and, upon
6 ascertaining the nature, extent, and value of the property the court order division of the property between
7 the Couple and that Geffen be declared to be the constructive trustees of one-half of the property and
8 one-half of the rents, issues, and profits there from to Michaels; or, in the alternative, that the court
9 ascertain the nature, extent, and value of the property and award Michaels damages for breach of contract
10 in the amount of one-half of the value of the property.

11 5. That in the alternative, if Michaels and Geffen are able to stipulate to a specific division
12 of the property subject to the Agreement, the Court to order a division of the property pursuant to such
13 a stipulation.

14 ON THE FOURTH CAUSE OF ACTION FOR BREACH OF IMPLIED CONTRACT FOR
15 LIFETIME SUPPORT AND IMPOSITION OF CONSTRUCTIVE TRUST

16 1. For compensatory and other damages in an amount to be proven at trial but not less than
17 the jurisdictional minimum for an unlimited civil action in this Court.

18 2. The Court to order Geffen to account to Michaels for all the joint property, earnings and
19 income and all property acquired therewith, which resulted from all personal services, skills, effort, and
20 work that Michaels and Geffen, and each of them, performed, expended, or contributed during the period
21 of their relationship and while they lived with each other.

22 3. That on ascertaining the nature and extent of the property subject to the Oral Agreement
23 re: Lifelong Support between the Couple, the Court award Michaels damages in the amount of one-half
24 the property and be compelled to transfer legal title and possession of one-half of that property and one-half
25 the rents, issues, and profits therefrom to Michaels.

26 4. That Geffen be compelled to account for all property acquired and accumulated through
27 the skills, efforts, labor and earnings of the Couple, each of them, during their relationship and, upon
28 ascertaining the nature, extent, and value of the property the court order division of the property between

1 the Couple and that Geffen be declared to be the constructive trustees of one-half of the property and
2 one-half of the rents, issues, and profits there from to Michaels; or, in the alternative, that the court
3 ascertain the nature, extent, and value of the property and award Michaels damages for breach of contract
4 in the amount of one-half of the value of the property.

5 5. That in the alternative, if Michaels and Geffen are able to stipulate to a specific division
6 of the property subject to the Agreement, the Court to order a division of the property pursuant to such
7 a stipulation.

8 ON THE FIFTH CAUSE OF ACTION FOR QUANTUM MERUIT

9 1. For compensatory and other damages in an amount to be proven at trial but not less than
10 the jurisdictional minimum for an unlimited civil action in this Court.

11 ON THE SIXTH CAUSE OF ACTION FOR DECLARATORY

12 1. Michaels seeks a judicial determination of the Couple's rights and interests under the
13 Oral Agreements, *i.e.*, that Geffen provide adequate support necessary to pay Michaels reasonable
14 general living expenses for the rest of his life; that Geffen provide Michaels with his own home; that
15 Geffen may not, directly or indirectly quitclaim or transfer to any person any earnings and income, and
16 all property acquired therewith, which resulted from all personal service, skill, effort, and work that each
17 of them, thereafter, individually or jointly, performed, expended, or contributed during their relationship
18 and while they lived with each other.

19 ON ALL CAUSES OF ACTION

- 20 1. For costs of the suit herein incurred;
21 2. For prejudgment interest;
22 3. For attorneys' fees; and
23 4. For other such relief as the court deems proper.

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1 **A JURY TRIAL IS DEMANDED.**

2 Michaels hereby demands a trial by jury to the fullest extent permitted by law.

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4 DATED: July 22, 2025

LINER FREEDMAN TAITELMAN + COOLEY, LLP

5
6 By: 
7 Bryan J. Freedman
8 Brian E. Turnauer
9 Tamar Yeghiayan
10 Attorneys for Plaintiff David Armstrong aka
11 Donovan Michaels