

APP. NO. 26A-_____

In the Supreme Court of the United States

M.W.,

Applicant,

v.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES, N.G., AND O.A.,

Respondents.

To the Honorable Elena Kagan,
Associate Justice of the Supreme Court of the United States
and Circuit Justice for the Ninth Circuit

**INDEX OF APPENDICES TO EMERGENCY APPLICATION FOR
ADMINISTRATIVE STAY AND STAY PENDING PETITION FOR
CERTIORARI**

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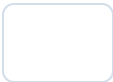
Sealed Appendices

- Appendix A – Trial Court, 6/12/26 Transcript and Minute Order
- Appendix B – Trial Court, 6/22/26 Transcript, Minute Order, and Judgment
- Appendix C – Trial Court, 7/17/26 Minute Order Denying Motion to Stay Judgment
- Appendix D – Texas District Court, 9/2/26 Order
- Appendix E – Trial Court, Applicant’s Opposition Brief to Ex Parte Relief
- Appendix F – Trial Court, Notice of Special Appearance
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- Appendix O – California Appellate Court Denials of Relief
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- Appendix Q – Alaska Superior Court Docket
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APPENDIX O



Appellate Courts Case Information

2nd Appellate District

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Case Summary
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Docket (Register of Actions)

M.W. v. Superior Court Los Angeles County et al.
Division 2
Case Number [B355938](#)

Date	Description	Notes
07/21/2026	Motion filed.	Motion to File Petition Under Seal
07/21/2026	Received document entitled:	Verified Petition for Writ of Mandate. **Contains Material from Conditionally Sealed Record** **STAY REQUESTED**
07/21/2026	Received document entitled:	Verified Petition for Writ of Madnate. **Public Redacts** **STAY REQEUSTED**

Date	Description	Notes
07/21/2026	Received document entitled:	Exhibits filed in support of Petition. Volumes: Two (2). **SEALED**
07/21/2026	Received document entitled:	Proposed Order on Application for Permission to File Writ Petition Under Seal
07/21/2026	Received document entitled:	Proof of Service
07/23/2026	Filed proof of service.	Petitioner's amended proof of service
07/24/2026	Order filed.	The court has read and considered the Application For Permission To File Writ Petition Under Seal, filed July 21, 2026. The application is granted. The clerk is directed to file the petition for writ of mandate, received July 21, 2026, under seal. The accompanying publicly redacted version of that petition shall also be filed, without sealing. (Fam. Code, §§ 7643.5, 7962; California Rules of Court, rules 5.78, 8.45, 8.47.)
07/24/2026	Filed petition for writ of:	FILED - SEALED PETITION
07/24/2026	Filed petition for writ of:	FILED PETITION - PUBIC REDACTION
07/24/2026	Exhibits filed in support of:	FILED - SEALED / Index of Exhibits Volumes 1-2 out of 2

Date	Description	Notes
07/27/2026	Order denying petition filed.	The court has read and considered the petition for writ of mandate filed July 21, 2026. The petition is denied for failure to provide an adequate record for appellate review. (See Cal. Rules of Court, rule 8.486(b); Sherwood v. Superior Court (1979) 24 Cal.3d 183, 186-187; Cal. Civil Writ Practice (Cont.Ed.Bar 2025) § 20.6 et seq., pp. 20-4-20-5.)
07/27/2026	Case complete.	
07/28/2026	Received document entitled:	TO the Clerk of the Court and/or Presiding and Associate Justices: Our office represents the real parties in interest ("RPI") in the above-entitled matter, N.G., and O.A. Apparently the Petitioner did not file a case information sheet in the action, identifying our office as RPIs attorney, and I am informed the Petitioner did not inform this Court and/or Clerk of our representation of the RPIs, although Petitioner and her attorneys were aware of our representation. Contrary to the proof of service I did receive from the Court Clerk, Petitioner did not personally serve my office with the Writ and supporting documents, which were filed July 21, 2026, and as attested to by staff of Petitioner's attorney. Moreover, I conducted a search for the email name/address of the person with Petitioner's office who attested to serving me, via email, and no such email was found. I had earlier informed Petitioner's attorney, Mr. Wilson, that his office could electronically serve me as long as he informed me who the attorneys were that were serving me. I informed him that I needed to know this so that I would be able to recognize the email, as contrasted with junk mail.

Date	Description	Notes
		Because Petitioner failed to inform the Court of my representation, I am not able to gain access to the Court's site for the purposes of registering and receiving all future notices. Given what has transpired, this is critical. As such, may I impose on the Court to add me at counsel of record for the RPI. I understand the Court denied the Writ and the matter is concluded. However, I am concerned with any further action Petitioner may take without my knowledge or notice. Should you have any questions concerning the above-mentioned please call. In addition, please let me know if you need a more formal request identifying me as RPIs attorney. Sincerely, Robert R. Walmsley**RECEIVED ONLY - NOT FILED**

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Appellate Courts Case Information

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M.W. v. Superior Court Los Angeles County et al.
Division 2
Case Number [B356109](#)

Date	Description	Notes
07/29/2026	Motion filed.	Application for Permission to File Renewed Writ Petition Under Seal; Declaration of Timothy M. Kowal
07/29/2026	Received:	Proposed Order on Application for Permission to File Writ Petition Under Seal
07/29/2026	Received:	Verified Petition for Writ of Mandate. Exhibits Volumes: Two (2). Proof of Service attached. **Material from Conditionally Sealed Record**

Date	Description	Notes
		STAY REQUESTED
07/29/2026	Received:	Exhibits filed in Support of Petition. Volumes: Two (2) **SEALED**
07/29/2026	Received:	Verified Petition for Writ of Mandate. Exhibits Volumes: Two(2). **PUBLIC REDACTS** **STAY REQUESTED**
07/29/2026	Email sent to:	Counsel for Petitioner: Proof of Service lacking. Refile within 2 days
07/29/2026	Filed proof of service.	Amended Proof of Service
07/29/2026	Filed proof of service.	Second Amended Proof of Service filed by Petitioner
07/29/2026	Filed letter from:	Letter filed by Real Parties in Interest
07/30/2026	Filed letter from:	Petitioners letter in response to the real party in interests' letter regarding service
07/31/2026	Order filed.	The court has read and considered the Application For Permission To File Writ Petition Under Seal, filed July 29, 2026, as well as July 29, 2026 letter from opposing counsel generally objecting to the adequacy of the redactions in the publicly redacted version of the petition. Because no specific objections to the existing redactions have

Date	Description	Notes
		been submitted, the application is granted. The clerk is directed to file the petition for writ of mandate, received July 29, 2026, under seal. The accompanying publicly redacted version of that petition shall also be filed, without sealing. (Fam. Code, §§ 7643.5, 7962; California Rules of Court, rules 5.78, 8.45, 8.47.)
07/31/2026	Filed petition for writ of:	SEALED CONFIDENTIAL Petition for Writ of Mandate
07/31/2026	Filed petition for writ of:	Petition for Public Release Petition for Writ of Mandate
07/31/2026	Exhibits filed in support of:	SEALED - CONFIDENTIAL Exhibits Filed in Support of Petition
07/31/2026	Order denying petition filed.	The court has read and considered the petition for writ of mandate filed July 29, 2026, a re-filing of the petition in B355938, which was denied for lack of an adequate record on July 27, 2026. Despite attaching a reporter's transcript volume that petitioner had already explained was being prepared at the time of the prior filing, petitioner continues to submit incomplete copies of briefs filed in the trial court relating to the issues presented or to omit such papers

Date	Description	Notes
		altogether. Accordingly, the instant petition is denied for failure to provide an adequate record for appellate review. [...]
07/31/2026	Case complete.	

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Appellate Courts Case Information

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M.W. v. Superior Court Los Angeles County et al.
Division 2
Case Number [B356235](#)

Date	Description	Notes
08/03/2026	Motion filed.	Application for Permission to File Writ Petition Under Seal; Declaration of Timothy M. Kowal.
08/03/2026	Received:	[Proposed] Order on Application for Permission to File Writ Petition Under Seal.
08/03/2026	Received:	Verified Petition for Writ of Mandate. 5 volumes of exhibits in support of Petition. **STAY REQUESTED**
08/03/2026	Received:	Verified Petition for Writ of Mandate.

Date	Description	Notes
		STAY REQUESTED
08/03/2026	Received:	Volume 1 of 5 of exhibits in support of petition.
08/07/2026	Order filed.	The court has read and considered the Application For Permission To File Writ Petition Under Seal, filed August 3, 2026. The application is granted. The clerk is directed to file the petition for writ of mandate, received August 3, 2026, under seal. The accompanying publicly redacted version of that petition shall also be filed, without sealing. (Fam. Code, §§ 7643.5, 7962; California Rules of Court, rules 5.78, 8.45, 8.47.)
08/07/2026	Filed petition for writ of:	Verified Petition for Writ of Mandate. **STAY REQUESTED***** Sealed unredacted version ***
08/07/2026	Filed petition for writ of:	Verified Petition for Writ of Mandate. **STAY REQUESTED** PUBLIC REDACT
08/07/2026	Exhibits filed in support of:	Sealed Petitioner's Index Five (5) Volumes
08/07/2026	Order denying petition filed.	The court has read and considered the petition for writ of mandate filed August 3, 2026. The petition is denied.

Date	Description	Notes
08/07/2026	Case complete.	
08/10/2026	Service copy of petition for review received.	S297974 Petition for Review Request for Emergency Stay by August 17 Public-Redacts Material From Sealed Record

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Court of Appeal, Second Appellate District, Division Two - No. B356235 AUG 26 2026

Jorge Navarrete Clerk

S297974

Deputy

IN THE SUPREME COURT OF CALIFORNIA

En Banc

M.W., Petitioner,

v.

SUPERIOR COURT OF LOS ANGELES COUNTY, Respondent;

N.G. et al., Real Parties in Interest.

Petitioner's application to file the unredacted petition for review under seal is granted. (Cal. Rules of Court, rule 8.47.) The clerk of this court is directed to file the unredacted petition for review under seal.

The petition for review and application for stay are denied.

GUERRERO

Chief Justice

APPENDIX P

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Attorneys for Plaintiff McKenna West
**Pro hac vice application submitted*

IN THE SUPERIOR COURT OF THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

MCKENNA WEST,)
))
Plaintiff,)
))
vs.)
))
A.B.; C.D.; VICTORIA FERRARA;)
THE FERRARA LAW GROUP, PC;)
WORLDWIDE SURROGACY)
SPECIALISTS, LLC; LORI)
COLBERT; and COLBERT FAMILY)
LAW, LLC,)
))
Defendants.)

**FIRST AMENDED VERIFIED
COMPLAINT**

JURY TRIAL DEMANDED

Case No. 3AN-26-07180 CI

Plaintiff McKenna West, by and through her undersigned attorneys, files this First Amended Verified Complaint against A.B., C.D., Victoria Ferrara, the Ferrara Law Group, PC, Worldwide Surrogacy Specialists, LLC, Lori Colbert, and Colbert Family Law, LLC, and alleges as follows:¹

INTRODUCTION

1. McKenna West is a nurse who spends long hours in an Anchorage hospital caring for high-risk patients. Like many single mothers, she works hard to support her two children.

2. McKenna wanted to help make ends meet without getting a second full-time job and sacrificing time with her children. After speaking with a close friend about her experience with Worldwide Surrogacy Specialists, LLC, McKenna contacted the agency to explore becoming a surrogate mother and carrying a baby for a couple who wanted a child to call their own.

3. Worldwide Surrogacy eventually matched McKenna with A.B. and C.D., a couple seeking a surrogate mother to bear a child for them, and they signed a surrogacy agreement (“Surrogacy Agreement”).

4. After McKenna became pregnant with a baby boy (“Baby Gabriel”), her pregnancy proceeded smoothly until she had a twenty-week anatomy scan of the baby. That scan indicated that Baby Gabriel has a serious—but treatable—heart condition.

5. Because of that diagnosis, A.B. and C.D. demanded that McKenna fly to Seattle, Washington, to undergo a high-risk, late-term abortion of Baby Gabriel. No doctor in Alaska would perform this invasive, two-day surgical procedure.

¹ In the interest of privacy, A.B. and C.D. are named with pseudonymous initials. Full identities are described in the Declaration of Les Syren, attached as Exhibit A, to be filed as a confidential exhibit.

6. For obvious reasons, McKenna struggled with that demand. There was a baby boy with a heartbeat, capable of feeling pain, kicking inside of her. She had bonded with Baby Gabriel for over four months as he grew and developed—sharing nutrition, oxygen, antibodies, and hormones with him. She could not preemptively end his life, knowing that he had a significant chance of survival. His heart condition should not be a death sentence.

7. The leading children’s hospitals across the country agree. Seattle Children’s Hospital paints an optimistic picture, estimating that 70 percent of infants with this condition who undergo surgery will live to early childhood, and babies who make it to 12 months have a 90 percent long-term survival rate.² Boston Children’s Hospital is equally hopeful: “Every year, medical advancements further extend and improve the quality of life for those born with [this heart condition].”³

8. Children’s hospitals and organizations like the American Heart Association share stories of babies born with this heart condition now thriving as children.⁴

9. Despite this optimism and recent developments in medicine, A.B. and C.D. have persisted in their demand to terminate Baby Gabriel’s life. And they have threatened severe financial repercussions if McKenna does not comply with their demand to undergo the high-risk, late-term surgical abortion.

10. A.B. and C.D., along with their accomplices, have tried to invoke an abortion-upon-demand clause (“Abortion Clause”) in the Surrogacy Agreement to force McKenna into an impossible choice: either terminate the life of her now-30-week baby boy or face crushing financial penalties.

² perma.cc/MT8M-PCEY.

³ perma.cc/UK8R-Z6VK.

⁴ *See, e.g.*, perma.cc/7HDH-23EL; perma.cc/3PGR-D8T6.

11. McKenna has decided to protect his life. And she cannot be penalized for making that decision.

12. Both the Abortion Clause and the Surrogacy Agreement are void under the Alaska state constitution and as a matter of public policy.

13. A.B. and C.D. paid Defendant Lori Colbert to represent McKenna in the surrogacy contract negotiations. Defendant Victoria Ferrara, who owns Worldwide Surrogacy and serves as its legal director while also running the Ferrara Law Group, represented A.B. and C.D. in the negotiations. Ms. Colbert frequently does business with Worldwide Surrogacy and Ms. Ferrara.

14. A.B., C.D., and McKenna signed the Surrogacy Agreement drafted by Ms. Ferrara, and McKenna became pregnant in December 2025 with Baby Gabriel. McKenna did everything she could to ensure a healthy baby and delivery, submitting to numerous medical tests and complying with the doctors' care instructions.

15. In April 2026, after her 20-week anatomy scan, McKenna researched the best hospitals to treat Baby Gabriel's condition and identified ways to cut the travel and lodging costs that A.B. and C.D. would be responsible for under the Surrogacy Agreement.

16. But A.B. and C.D. still demanded that McKenna abort Baby Gabriel as soon as possible, pursuant to the Abortion Clause in the Surrogacy Agreement. So Worldwide Surrogacy arranged for McKenna to travel to Washington for the two-day dilation-and-evacuation abortion.

17. Devastated, McKenna struggled to find a support person to accompany her for the trip to Washington. And worse, she wrestled with inner turmoil at the thought that doctors would "have [Baby Gabriel's] heart injected with a solution that will stop his heart and then he'll be literally ripped apart and dismembered as he's taken from [her] uterus." Meanwhile, A.B. and C.D. sought to book a cheaper hotel

for McKenna's trip, identifying a nearby Holiday Inn Express. They also tried to withhold some of the payment they owed her under the Surrogacy Agreement.

18. After much soul-searching, McKenna informed Worldwide Surrogacy that she could not terminate the pregnancy. She explained that she would not be able to live with herself if she went through with terminating "this precious baby who ha[d] now become a part of [her]." She expressed hope that A.B. and C.D. would "have a change of heart" and see Baby Gabriel's value. But if they did not want him, McKenna offered "to simply cut ties" with A.B. and C.D., "so that they have no more financial obligations for this pregnancy or the baby, and offer him for adoption or raise him [her]self."

19. McKenna's generous offer was disregarded.

20. A.B., C.D., Ms. Ferrara, Ms. Colbert, and Worldwide Surrogacy responded by pressuring McKenna to immediately meet with a "mental health professional."

21. A.B. and C.D. also renewed their abortion demand by having Ms. Ferrara send Ms. Colbert a letter claiming McKenna would be in breach of the Surrogacy Agreement if she declined the abortion.

22. Ms. Colbert assisted them by writing her own letter to McKenna threatening that she could be financially liable for over \$250,000 if the termination did not occur. After incorporating edits and feedback from Ms. Ferrara—who was apparently acting as counsel for A.B., C.D., and also the agency—Ms. Colbert sent a process server to hand deliver at 9:30 P.M. both this letter and the breach letter from Ms. Ferrara.

23. Overwhelmed, McKenna offered to meet with A.B. and C.D. for a conversation the following week to talk things through, but A.B. and C.D. were unwilling. Instead, they incessantly pressured Ms. Colbert to "immediately" re-open

pre-birth court proceedings—which Ms. Colbert had previously filed on behalf of all parties and dismissed after the fetal diagnosis—to establish their parental rights to Baby Gabriel.

24. When that did not work, A.B. and C.D. filed a petition for parentage in California—in violation of the Surrogacy Agreement’s Forum Selection Clause that stated “[t]he forum for any legal proceedings shall be the State of Alaska” and its Choice of Law Provision that stated “the laws of the State of Alaska shall govern this agreement.”

25. Everyone involved in the surrogacy process—Defendants Worldwide Surrogacy, A.B., C.D., Ms. Ferrara and her law firm, and Ms. Colbert and her law firm—worked to further and complete A.B. and C.D.’s intent that McKenna terminate the life of Baby Gabriel through a campaign of threats and intimidation that has deeply traumatized McKenna.

26. Faced with their demands that she fly out of state for a late-term, two-day surgical abortion or face ruinous financial penalties, McKenna has no choice but to sue for a declaration that the Surrogacy Agreement, and especially its Abortion Clause, are unenforceable and void.

27. Judicial enforcement of the Abortion Clause would violate McKenna’s right to privacy and bodily autonomy under the Alaska Constitution.

28. The Surrogacy Agreement, and especially its Abortion Clause, is also void because it is procedurally and substantively unconscionable and contrary to Alaska public policy that grants women broad privacy rights to make decisions about their bodies and their pregnancies.

29. And A.B. and C.D. have materially breached the Surrogacy Agreement by pursuing a petition for parentage in California court under California law, ceasing

their monthly payments to McKenna, submitting a forged authorization for McKenna's medical records, failing to timely pay medical bills, and other actions.

30. For these and other reasons, the Court should issue a declaratory judgment declaring that the Surrogacy Agreement, and especially the Abortion Clause, is void and unenforceable. In the alternative, if the Court upholds the Surrogacy Agreement, the Court should award McKenna compensatory damages for A.B. and C.D.'s numerous breaches.

31. The Court should also preliminarily and permanently enjoin A.B. and C.D. from continuing to prosecute their parentage action in California and from enforcing any provision of the Surrogacy Agreement.

32. And the Court should award McKenna compensatory and punitive damages under state law for all Defendants' efforts to coerce McKenna to undergo an unnecessary, highly invasive procedure to end the life of the viable, and vulnerable, baby boy growing within her.

PARTIES

33. Plaintiff McKenna West is a natural person residing in Anchorage, Alaska.

34. Defendants A.B. and C.D. reside in California and signed the Surrogacy Agreement with McKenna.

35. Defendant Worldwide Surrogacy Specialists, LLC is a surrogacy agency and a Connecticut limited liability company with its principal place of business at One Post Road, 2nd Floor, Fairfield, Connecticut 06824.

36. Defendant the Ferrara Law Group, P.C. is a law firm and a Connecticut professional corporation with its principal place of business at One Post Road, 2nd Floor, Fairfield, Connecticut 06824.

37. Defendant Victoria Ferrara is a Connecticut citizen who is the sole member and founder of Worldwide Surrogacy Specialists, LLC, and serves as its legal director. Ms. Ferrara is also the sole owner of the Ferrara Law Group, P.C., and the attorney for A.B. and C.D. in connection with the Surrogacy Agreement.

38. Ms. Ferrara uses the same email address for both her agency and her law firm work: vferrara@worldwidesurrogacy.org.

39. Defendant Colbert Family Law, LLC is a law firm and Alaska limited liability company with its principal place of business at 737 W. 5th Avenue, Suite 209, Anchorage, Alaska 99501.

40. Defendant Lori Colbert is an Alaska citizen, the sole manager and member of Colbert Family Law, LLC, and an attorney paid by A.B. and C.D. to represent McKenna in connection with the Surrogacy Agreement and retained by A.B. and C.D. to represent them in pre-birth court proceedings in Alaska to establish A.B. and C.D.'s parental rights to Baby Gabriel.

JURISDICTION AND VENUE

41. This Court has subject matter jurisdiction under Alaska Stat. § 22.10.020 because this is a civil matter involving Alaska citizens.

42. Venue is proper in this Court because McKenna is a resident of Anchorage.

FACTUAL BACKGROUND

A. McKenna pursues surrogacy through Worldwide Surrogacy.

43. McKenna West is unmarried and lives with her mother and two young children in Anchorage, Alaska.

44. McKenna works as a registered nurse in the cardiology department of an Alaska hospital.

45. In an effort to make additional income without sacrificing time with her children, McKenna explored the possibility of becoming a surrogate mother.

46. McKenna became familiar with the surrogacy process when her close friend served as a surrogate.

47. McKenna contacted Worldwide Surrogacy, the surrogacy agency that her friend had used.

48. McKenna completed the initial screening requirements through Worldwide Surrogacy.

49. Following her initial screening, Worldwide Surrogacy “matched” McKenna to A.B. and C.D., a couple living in California who sought to use surrogacy as a means to have a child of their own one day.

50. On June 25, 2025, McKenna flew to the city where A.B. and C.D. live to complete additional medical tests and meet A.B. and C.D. in person.

B. A.B., C.D., and McKenna obtain counsel to negotiate the Surrogacy Agreement.

51. After the parties met in person, they proceeded with negotiating and executing the Surrogacy Agreement.

52. A.B. and C.D. were represented in negotiations by Victoria Ferrara, the sole owner of the Ferrara Law Group.

53. Ms. Ferrara is also the sole owner, founder, and legal director of Worldwide Surrogacy.

54. McKenna contacted Lori Colbert, an Alaska attorney, to represent her in negotiating the agreement.

55. McKenna contacted Ms. Colbert because Worldwide Surrogacy had recommended and assigned Ms. Colbert to McKenna’s friend who had served as a surrogate mother.

56. Ms. Colbert did not execute a written retainer agreement with McKenna.

57. Instead, she simply emailed Worldwide Surrogacy saying McKenna had “reached out to [her] about representing her in the review and negotiation process for her gestational carrier agreement” and sought payment.

58. A.B. and C.D. paid Ms. Colbert to represent McKenna in the contract negotiations.

59. Ms. Colbert did not explain to McKenna the various conflicts of interest that were inherent in the contractual arrangement—including that Ms. Ferrara was also the sole member of Worldwide Surrogacy and that A.B. and C.D. were paying Ms. Colbert’s attorney fees.

60. Ms. Colbert failed to disclose to McKenna that she has a business relationship with Ms. Ferrara and receives referrals from Worldwide Surrogacy to represent surrogate mothers in the negotiation and review of surrogacy agreements.

61. Ms. Colbert’s business arrangement with Ms. Ferrara compromised Ms. Colbert’s duty to zealously represent McKenna in the negotiation.

62. Ms. Colbert also failed to obtain informed written consent from McKenna to proceed with representation in light of the financial conflict of interest.

63. Nor was McKenna told to consult with an independent attorney to advise her about these conflicts of interest.

64. Given the circumstances, McKenna did not, and could not, give informed consent to waive the conflicts of interest.

C. The parties sign the defective, one-sided Surrogacy Agreement.

65. Ms. Ferrara drafted the Surrogacy Agreement and sent it to Ms. Colbert, who forwarded it to McKenna.

66. McKenna reviewed the draft agreement and requested multiple revisions, including a revision allowing her to be cared for by the certified nurse midwives who had delivered her prior children and a revision allowing her to continue working night shifts at the hospital.

67. Ms. Colbert informed McKenna that A.B. and C.D. had agreed to the midwife revision, but Ms. Colbert did not incorporate that revision into the draft.

68. A.B. and C.D. signed a copy of the Surrogacy Agreement without that revision on August 29, 2025.

69. A true and correct copy of the Surrogacy Agreement that A.B. and C.D. signed is attached to this Complaint as Exhibit B.

70. Ms. Colbert then edited the Surrogacy Agreement—already signed by A.B. and C.D.—to strike out the provision that prohibited night shifts.

71. McKenna signed the modified agreement on September 17, 2025, without the midwife revision that she believed had been included.

72. A true and correct copy of the Surrogacy Agreement that McKenna signed is attached to this Complaint as Exhibit C.

73. Under the terms of the Surrogacy Agreement, McKenna agreed to undergo an embryo-transfer procedure for the purpose of becoming pregnant with an embryo provided by A.B. and C.D. Surrogacy Agreement § 4.

74. She further agreed to carry the resulting embryo through a full pregnancy and, to the best of her ability, deliver a healthy child to A.B. and C.D. *See id.* § 5.

75. The Surrogacy Agreement also required McKenna to submit to physical examinations and tests, comply with her prescribed medical treatment schedule, and abstain from activities that could result in pregnancy for weeks before and after any attempted embryo transfer. *See id.* §§ 10, 14, 22.1.

76. The Surrogacy Agreement purports to give A.B. and C.D. considerable control over McKenna’s privacy, healthcare, bodily autonomy, reproductive freedom, and pregnancy, and Baby Gabriel’s life and death.

77. In fact, it provides McKenna with only limited ability to control even her own healthcare with respect to her pregnancy.

78. Section 22.1 of the Surrogacy Agreement (“Provider Selection Clause”) provides that McKenna shall abide by the medical instructions of A.B. and C.D.’s IVF physician and her “treating obstetrician.”

79. That Clause also specifies that when treatment recommendations differ between physicians, A.B. and C.D. “shall have the option to choose which physician’s advice to follow” and McKenna “shall follow the medical treatment prescribed by the physician selected by” them.

80. This Provider Selection Clause purports to vest in third parties—A.B. and C.D.—the authority to dictate what medical treatment McKenna must undergo with respect to her own body, including decisions about the manner and circumstances of delivery.

81. These decisions directly implicate McKenna’s bodily integrity, physical safety, and reproductive health.

82. Section 2 of the Surrogacy Agreement (“Residency Clause”) provides that McKenna “shall remain as a resident of the State wherein she now resides for the duration of this Agreement.”

83. Section 29 (“Travel Clause”) provides that McKenna must “remain in an area no greater than 75 miles from her residence (and not outside of the U.S. State wherein she resides) from 32 weeks pregnant until delivery.”

84. A.B. and C.D. also asserted the significant power and influence of Worldwide Surrogacy over McKenna by retaining Ms. Ferrara, the agency's sole member, as their legal counsel.

85. Despite Worldwide Surrogacy's knowledge of A.B. and C.D.'s power advantage, it failed to ensure that McKenna received legal consultation from independent and adequate counsel regarding the terms of the Surrogacy Agreement and its potential legal consequences.

86. The Surrogacy Agreement dictates that "the laws of the State of Alaska shall govern this Agreement" ("Choice of Law Provision") and the "forum for any legal proceedings shall be the State of Alaska" ("Forum Selection Clause"). Surrogacy Agreement § 6.1.

D. McKenna undergoes embryo transfer and becomes pregnant.

87. Leading up to the embryo transfer, McKenna submitted to numerous medical tests and procedures in Anchorage and in A.B. and C.D.'s home city.

88. McKenna took exceptional care to ensure that she met each of her requirements, explaining to her agency liaison, "I just want to make sure I'm properly prepared and doing everything correctly and timely on my end."

89. On December 12, 2025, after completing some final lab work and an ultrasound, McKenna's medical team confirmed that she was ready for the embryo transfer.

90. McKenna traveled to A.B. and C.D.'s home city so that she could complete the transfer procedure at A.B. and C.D.'s fertility clinic.

91. On December 16, 2025, a male embryo—Baby Gabriel—was transferred to McKenna's uterus.

92. On January 5, 2026, McKenna underwent an ultrasound and lab work in Anchorage.

93. McKenna's medical team confirmed that she was pregnant.

94. McKenna received scheduled payments for her performance of the Surrogacy Agreement.

E. A.B. and C.D. materially breach by failing to timely pay a medical bill from the IVF clinic.

95. Soon after entering the Surrogacy Agreement, A.B. and C.D. materially breached it by failing to pay a bill from their IVF clinic on time, putting McKenna at risk of being sent to collections.

96. In Section 35.2(A) of the Surrogacy Agreement, A.B. and C.D. agreed to pay for all of McKenna's medical treatment at their IVF clinic.

97. McKenna's health "insurance [was] not to be used for any medical treatment at the reproductive/IVF clinic" and was only to "begin to be used when [she] beg[an] treatment with her treating obstetrician." Surrogacy Agreement § 35.2(A).

98. A.B. and C.D. also agreed to pay all medical bills from McKenna's OB-GYN, not reimbursed by her medical insurance, within thirty days of receipt. *Id.*

99. A.B. and C.D. were to "not allow any bills to go into a collection status." *Id.*

100. The Agreement expressly provides that "[i]n the event such medical bills go unpaid for longer than thirty (30) days from [A.B. and C.D.'s] receipt of the bill, this shall be deemed a material breach of this Agreement." *Id.*

101. In December 2025, McKenna received a past-due bill for \$390.90 for medical procedures she had undergone in October at A.B. and C.D.'s IVF clinic to prepare for the embryo transfer.

102. McKenna quickly sent the past-due bill to her Worldwide Surrogacy liaison, who sent it to the claims coordinator at the insurance company A.B. and C.D. had hired to cover medical bills.

103. This bill was then improperly billed to McKenna's health insurance.

104. McKenna's health insurance paid \$107.77 towards the balance, and the remaining amount was \$35.93.

105. McKenna received another past-due notice for the bill in February 2026, which was also sent to A.B. and C.D.'s insurance company.

106. But the bill remained unpaid.

107. Eventually, in March 2026, McKenna received a notice that the bill would be sent to collections.

108. To avoid being sent to collections, McKenna paid the remaining \$35.93 herself on March 31, 2026.

109. McKenna was reimbursed the \$35.93 on April 1, 2026, but the \$107.77 payment by her health insurance was never reimbursed.

F. A.B. and C.D. refuse the contemplated midwife care, and McKenna sees an obstetrician instead.

110. In February 2026, McKenna's care transferred from the fertility clinic in A.B. and C.D.'s home city to her own OB-GYN clinic in Anchorage.

111. McKenna proceeded with scheduling prenatal appointments with the midwives she was familiar with at her OB-GYN clinic.

112. But A.B. and C.D. protested, insisting that McKenna see a medical doctor for her prenatal care and delivery.

113. When McKenna reviewed the signed Surrogacy Agreement, she realized that Ms. Colbert had not incorporated her requested edits allowing for midwife care.

114. McKenna contacted Ms. Colbert and requested an addendum to reflect the parties' agreement to midwife care.

115. But Ms. Colbert did not draft or propose the requested addendum to Ms. Ferrara; she simply forwarded A.B. and C.D.'s demands that an obstetrician be the primary provider and conduct the delivery.

116. Lacking support from Ms. Colbert, McKenna complied with A.B. and C.D.'s demands for prenatal care from an obstetrician, because it did not "make much sense for [her] to see [her] midwife throughout the pregnancy, just to then have a stranger show up for the birth."

117. McKenna attended prenatal appointments with obstetricians at the OB-GYN clinic and followed her doctors' instructions, doing everything she could to ensure a healthy pregnancy and delivery.

G. A.B. and C.D. retain Ms. Colbert to file a petition in this Court to establish parentage of Baby Gabriel.

118. In March 2026, Worldwide Surrogacy contacted Ms. Colbert to initiate court proceedings to establish A.B. and C.D.'s parental rights over Baby Gabriel before his birth.

119. Ms. Colbert drafted and signed a written retainer agreement with A.B. and C.D. to file a pre-birth petition to establish their parental rights over Baby Gabriel.

120. Ms. Colbert never executed a retainer agreement to represent McKenna, whether for the contract negotiations, the pre-birth order proceedings, or any other purpose.

121. Ms. Colbert failed to explain to McKenna the inherent conflicts of interest that may arise during Ms. Colbert's joint representation of A.B., C.D., and McKenna.

122. Nor did Ms. Colbert obtain informed written consent to these conflicts of interest.

123. On April 7, 2026, Ms. Colbert filed a joint petition in this Court—on behalf of "Co-Petitioners" A.B., C.D., and McKenna—for a pre-birth order "establishing" A.B. and C.D.'s parental rights and "relinquishing and disestablishing" McKenna's parental rights. Joint Petition, *In the Matter of the Registration of the* McKenna West v. A.B. et al.

Birth of Unborn Baby A, Case No. 3AN-26-06066 CI, AK Superior Court, Third Judicial District at Anchorage.

H. Baby Gabriel is diagnosed with a serious cardiac condition.

124. By April 2026, McKenna could feel Baby Gabriel moving and kicking within her, and she grew even more excited to bring his life into the world.

125. But on April 17, a 20-week anatomy scan revealed that Baby Gabriel was developing a cardiac condition—hypoplastic left heart syndrome (HLHS).

126. A.B. and C.D. attended the ultrasound appointment by telephone, so they learned about Baby Gabriel’s cardiac condition at the same time McKenna did.

127. HLHS is a serious, but treatable, condition where the left ventricle, atrium, or valves of the baby’s heart are underdeveloped.

128. Though HLHS jeopardizes Baby Gabriel’s life expectancy, the condition is also operable.

129. HLHS requires immediate and complex medical intervention upon birth, including a procedure called the Norwood procedure and subsequent staged reconstructive surgeries.

130. Children who are born with HLHS and provided the necessary surgeries often live happy and healthy lives.

131. In fact, McKenna personally knows a child who was diagnosed with HLHS, underwent the necessary surgeries, and is now a thriving teenager.

132. As a nurse, McKenna has also seen patients survive medical challenges that some may have thought impossible.

133. McKenna’s maternal-fetal-medicine specialist, Dr. James Barber, explained to A.B., C.D., and McKenna that approximately 70% of children with HLHS live beyond their fifth birthday.

134. The specialist also explained that McKenna would need to deliver Baby Gabriel at an out-of-state hospital with resources to perform the necessary surgery and care.

I. McKenna takes steps to save Baby Gabriel's life.

135. Deeply saddened by the news but hoping to preserve Baby Gabriel's life, McKenna began looking for options that would give him the best chance.

136. Through her research, McKenna identified a children's hospital that offers one of the best clinics in the world for pediatric cardiac surgery for HLHS.

137. McKenna also believed that by delivering Baby Gabriel at this out-of-state hospital, she could minimize the costs for A.B. and C.D., since McKenna had lodging and a support system available to her in the area.

138. Concerned that the expense of an out-of-state delivery would compel A.B. and C.D. to want to terminate, McKenna even asked if Worldwide Surrogacy could financially assist them.

139. McKenna explained to the agency liaison, "I don't want [A.B. and C.D.] to feel they can't even consider" the possibility of preserving Baby Gabriel's life "because of being stressed about paying me."

140. McKenna found and shared with A.B., C.D., and Worldwide Surrogacy encouraging stories of children born with HLHS, hoping they would want to preserve his life and health as much as she did.

J. A.B. and C.D. invoke the Abortion Clause to demand an abortion.

141. But A.B. and C.D. took the opposite approach: they demanded that McKenna abort Baby Gabriel and tried to minimize the financial costs of their decision, at her expense.

142. During McKenna's appointment with the maternal-fetal medicine specialist, A.B. and C.D. immediately raised the prospect of termination.

143. During that appointment, A.B. expressed that A.B. and C.D. could not afford treatment for Baby Gabriel's condition.

144. A.B. expressed that she was worried about paying for treatment without any guarantee of survival.

145. And within days after the appointment, A.B. and C.D. demanded that McKenna terminate the pregnancy.

146. The "major driving factor" for A.B. and C.D.'s demand was Baby Gabriel's "quality of life and life expectancy."

147. A.B. and C.D.'s demand to abort Baby Gabriel was "extremely traumatizing" to McKenna.

148. A.B. and C.D. made their demand for this late-term abortion under the Abortion Clause in the Surrogacy Agreement.

149. The Abortion Clause provides that McKenna may not terminate the pregnancy on her own accord, but that "there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by [A.B. and C.D.] if [A.B. and C.D.] request a termination of the pregnancy." Surrogacy Agreement § 25.

150. The Abortion Clause also provides that if McKenna "violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement." *Id.*

151. Thus, under the Clause, if McKenna fails to acquiesce to A.B. and C.D.'s abortion demand, the "financial responsibility" of A.B. and C.D. "shall cease," McKenna must "immediately reimburse ... all monies paid directly to her or on her behalf," and McKenna will be rendered "liable for additional monetary damages" to A.B. and C.D. *Id.*

152. But another section of the Surrogacy Agreement dictates that A.B. and C.D. "agree to ... assume sole financial ... responsibility for the Child, immediately

upon the Child's birth regardless of the Child's physical, mental, genetic and or congenital abnormalities or defects." *Id.* § 27.1.

153. An additional section provides that "the intended parents agree to assume legal responsibility and physical custody for any Child born pursuant to this Agreement" so long as the child is not genetically related to McKenna. *Id.* § 32.

154. Ms. Colbert did not highlight the Abortion Clause when she sent the Surrogacy Agreement to McKenna to review.

155. Nor did Ms. Colbert or Worldwide Surrogacy discuss with McKenna the increased risk of cardiac defects for children like Baby Gabriel who are conceived through in vitro fertilization.

K. Defendants work to force McKenna to abort Baby Gabriel.

156. Despite McKenna's wishes and plans for the baby in her womb, all Defendants—even McKenna's own lawyer—treated the late-term abortion of this viable baby boy as a fait accompli.

157. On April 28, 2026, Ms. Colbert moved to dismiss the parentage proceedings in Alaska state court, stating that the parties had agreed to terminate Baby Gabriel.

158. Following A.B. and C.D.'s abortion demand, McKenna was scheduled to undergo a dilation-and-evacuation abortion procedure in Seattle, Washington, on May 6 and 7, 2026.

159. Worldwide Surrogacy scheduled flights from Anchorage to Seattle and booked hotel accommodations near the abortion clinic in Seattle from May 5 to 8.

L. McKenna struggles with A.B. and C.D.'s abortion demand.

160. McKenna struggled to find childcare and a support person who could accompany her on the trip to Seattle on such short notice and afford to miss work.

161. Meanwhile, A.B. and C.D. were trying to cut their own costs.

162. A.B. and C.D. sought to cut in half the May 1 scheduled payment they owed to McKenna under the Surrogacy Agreement.

163. A.B. and C.D. also sought to change McKenna's hotel accommodations—for which they were financially responsible under the Surrogacy Agreement—from the Hilton Garden Inn booked by Worldwide Surrogacy to a Holiday Inn Express.

164. Worldwide Surrogacy passed along A.B. and C.D.'s "requests" to McKenna.

165. And as the date of the scheduled abortion loomed, McKenna was in agony.

166. McKenna explained to her agency liaisons, "This truly is the heaviest my heart has ever been in my life."

167. She felt a "deep pain and sorrow in [her] soul" that she had never experienced before and questioned whether she would be able to live with herself if she went through with the procedure to end Baby Gabriel's life.

168. She continued,

Do [A.B. and C.D.] know they are expecting me to go have this baby boy's heart injected with a solution that will stop his heart and then he'll be literally ripped apart and dismembered as he's taken from my uterus? I do not discount the extremely difficult journey they have been on ..., but I am being faced with physically going through the dismemberment of a 23 week old baby... as gruesome as this is to say, it's the truth.

169. Reflecting on the 22-week premature infants her NICU nurse friend cares for, her own extremely sick patients who make unimaginable recoveries, her good friend's now-thriving teenage daughter who was born with HLHS, and her own children who bring great purpose and meaning to her life, McKenna could not bring herself to kill the unborn baby she felt moving inside of her.

170. She later explained that aborting Baby Gabriel “truly goes against everything I do in my life, from my motherhood to my career; protecting life, not ending it.”

171. McKenna decided to cancel the abortion, and her soul “finally felt a peace it ha[d]n’t in the past 2 weeks.”

M. McKenna informs the defendants that she cannot kill Baby Gabriel.

172. On May 4, 2026, McKenna notified Worldwide Surrogacy that she could not go forward with the late-term abortion of the viable baby boy inside her womb:

After careful thought, I have decided that I cannot terminate this pregnancy. This baby is in my body, and I care for him very much. I’m concerned that I will not be able to live with myself if I went through with terminating this precious baby who has now become a part of me.

173. McKenna stated that she hoped A.B. and C.D. would have a change of heart, but if they did not, she would take full financial responsibility for Baby Gabriel from this point forward and “offer him for adoption or raise him [her]self.”

174. McKenna told Worldwide Surrogacy that she would cancel her abortion appointments and asked them to cancel her travel arrangements.

175. Ms. Ferrara immediately contacted Ms. Colbert, saying, “I just think it is hugely important for you to have a conversation with [McKenna] about this and let me know the outcome of your discussion with her.”

176. A.B. and C.D. also sent repeated emails to Ms. Colbert, demanding, “We would like an update immediately. We have every right to know in REAL TIME what McKenna is planning on doing tomorrow.”

177. Ms. Colbert assured them that she would try to speak to McKenna and provide an update.

178. McKenna confirmed to Ms. Colbert that she would not be terminating the pregnancy, and Ms. Colbert passed that information along to Ms. Ferrara and Worldwide Surrogacy.

179. The following day, on May 5, 2026, A.B. and C.D. sent McKenna a letter, acknowledging that “this may be incredibly difficult” for her, but demanding that she accept their demand and abort Baby Gabriel the following day.

180. But McKenna did not board the plane for Seattle.

N. Defendants pressure McKenna to seek “mental health” counseling.

181. A.B. then told Ms. Ferrara that she wanted Dr. Sadaf Sahibzada, a “third-party mental health provider” with experience “supporting surrogacy journeys,” to counsel McKenna “without delay.”

182. Ms. Ferrara agreed that Dr. Sadaf’s involvement would be “good,” agreed to pay Dr. Sadaf to counsel McKenna, and directed McKenna’s Worldwide Surrogacy liaison to “encourage [McKenna] to participate.”

183. On information and belief, one or more defendants shared McKenna’s personal contact and private health information with Dr. Sadaf without McKenna’s consent.

184. McKenna then received an unsolicited phone call, voicemail, and text messages from Dr. Sadaf and an email invitation to a “group meeting” with A.B., C.D., and Dr. Sadaf “without lawyers” present.

185. McKenna’s Worldwide Surrogacy liaison and Ms. Colbert also pressured McKenna by telephone, email, and text to meet with Dr. Sadaf.

186. Ms. Colbert told McKenna that A.B. was “willing to fly to Alaska to have the conversation” with her and Dr. Sadaf.

187. These unsolicited communications and pressure to attend a meeting without lawyers present made McKenna feel violated and extremely uncomfortable.

188. As McKenna had already made her decision and communicated that decision to Worldwide Surrogacy, she did not need or desire counseling from Dr. Sadaf.

O. Defendants commit fraud to obtain McKenna's medical records under false pretenses for personal gain.

189. Simultaneously, on information and belief, the defendants forged a HIPAA authorization form for the release of protected health information in order to obtain McKenna's medical records under false pretenses for their personal gain.

190. When McKenna applied to become a surrogate in March 2025, she signed a form authorizing the release of certain protected health information to Worldwide Surrogacy for the purpose of "Continuation of Care."

191. By its terms, the form "expire[d] within one year" and could "be revoked ... at any time."

192. The form McKenna signed did not authorize the release of "Laboratory Report(s)" or "X-Ray/Imaging Report(s)."

193. On May 6, 2026, Andrea Ambrose from Worldwide Surrogacy sent an "URGENT FAX MESSAGE!" to McKenna's maternal-fetal medicine specialist, seeking McKenna's office visit notes, labs, tests, and ultrasound results.

194. Attached to the fax message was an altered copy of the form McKenna had signed in March 2025.

195. The altered form was dated May 1, 2025.

196. The altered form sought information for services in "2026" from "PROVIDENCE-ALASKA CHILDREN'S HOSPITAL-JAMES BARBER."

197. McKenna had not yet been referred to or received services from Dr. Barber in 2025.

198. The altered form also purported to release “Laboratory Result(s)” and “X-Ray/Imaging Report(s),” neither of which McKenna had authorized when she signed the original form in March 2025.

199. On information and belief, Providence-Alaska Children’s Hospital released to Worldwide Surrogacy—and by extension, to Ms. Ferrara, A.B., and C.D.—the protected health information that Ms. Ambrose requested via this fax message and forged form.

200. On information and belief, Worldwide Surrogacy knew that to lawfully obtain McKenna’s medical records, it would need McKenna to sign a new form specifically authorizing the release of records from Dr. Barber’s office.

201. But Worldwide Surrogacy did not receive a new authorization from McKenna.

202. On information and belief, Worldwide Surrogacy sent McKenna’s maternal-fetal medicine specialist this altered (and expired) authorization that McKenna neither saw nor signed in order to obtain McKenna’s private medical records for the personal benefit of Worldwide Surrogacy, Ms. Ferrara, A.B., and C.D.

203. McKenna was deeply disturbed by Defendants’ deceptive and unlawful efforts to access her protected health information.

P. McKenna expresses to A.B. and C.D. the deep trauma that termination would cause.

204. In lieu of the joint “counseling” session that McKenna was pressured to attend, on May 7, 2026, McKenna sent a letter to A.B. and C.D. through Ms. Colbert, expressing the “deep pain and sorrow in [her] soul” resulting from their demand to abort Baby Gabriel.

205. She emphasized “how deeply [she] care[s] for this little boy,” describing how she “[f]eel[s] him move and kick, knowing there is life within” her, and explaining the “deep privilege to be able to nurture him as he grows and develops.”

206. McKenna told A.B. and C.D. that she was not sure if she could live with herself if she “went through with the procedure to end his life,” and she recounted how, as a nurse, she has encountered several medical miracles and stands up for the weak:

From the work I do as a mother, to the work I do as a registered nurse, I feel called to defend, care for, and protect the vulnerable. I believe this is part of what has made this decision expected of me so challenging, as I’ve reflected upon the fact this truly goes against everything I do in my life, from my motherhood to my career; protecting life, not ending it.

207. McKenna shared stories from her friends who care for children in similar difficult circumstances—one friend who has a daughter with HLHS and is “now 15 and living a meaningful, happy teenage girl life,” and another friend who is a NICU nurse and sees babies born at 22 weeks “stabilize and get to go home.”

208. The day before she wrote her letter, McKenna had reached 23 weeks gestation: “the first day of the scheduled abortion. That is heavy.”

209. McKenna closed her letter saying that she hoped A.B. and C.D. would find peace with her decision.

Q. A.B. and C.D., through Ms. Ferrara, send an additional letter to McKenna demanding the abortion.

210. McKenna’s message of hope was disregarded.

211. The same day, A.B. and C.D. sent a second letter demanding that McKenna reschedule her late-term abortion of Baby Gabriel under the Abortion Clause of the Surrogacy Agreement.

212. The letter was written by Ms. Ferrara on the Ferrara Law Group letterhead.

213. A.B. and C.D. acknowledged that McKenna “has the right to make decisions regarding medical treatment” but claimed that declining to terminate the

pregnancy would constitute a “continuing material breach” of the Surrogacy Agreement.

214. The letter gave McKenna only until the following day, May 8, to decide to go forward with the abortion.

R. Ms. Colbert colludes with Ms. Ferrara to serve on McKenna a letter threatening massive financial penalties.

215. Likewise, Ms. Colbert, rather than representing her own client’s interests, continued to work against McKenna’s interests to intensify efforts to force McKenna to abort Baby Gabriel.

216. Not once did Ms. Colbert inform McKenna of any legal alternatives to aborting Baby Gabriel.

217. Rather, on May 7, Ms. Colbert sent McKenna—her own client—a letter served via a process server, rather than relying on email as per their prior correspondence.

218. The process server showed up at McKenna’s home, around 9:30 P.M. while her children were asleep, to deliver the letter.

219. The letter informed McKenna that she must abort Baby Gabriel by May 12, 2026, or she would face substantial financial consequences and liability that could exceed \$250,000.

220. Before sending the letter to McKenna, Ms. Colbert sent a draft of it to Ms. Ferrara, saying she was “open to all suggestions.”

221. Ms. Ferrara replied, “I think it is perfect.”

222. Ms. Ferrara suggested that Ms. Colbert attach the breach letter she had sent earlier that day, reiterate that A.B. and C.D. were planning to bring legal action for the breach, and “add something about [McKenna’s] own safety and the risks inherent in the delivery of this high- risk pregnancy and that she should honk [sic] of the best interests of herself and her own children.”

223. Ms. Colbert incorporated Ms. Ferrara's suggestions before sending the letter to McKenna via email and the process server.

224. Ms. Colbert's letter did not offer any legal counterarguments or other options for McKenna and did not outline any of the many legal theories set forth herein that show that the Abortion Clause is void as a matter of law.

225. Instead, Ms. Colbert simply acted as a mouthpiece for A.B. and C.D.'s ominous legal threats and emphasized McKenna's full potential financial liability to pressure her to abort the baby.

226. Ms. Colbert also warned McKenna, "If [A.B. and C.D.] sue you for breach of contract, I cannot represent you in that matter."

227. Ms. Colbert utterly failed to advocate for McKenna's interests or defend her constitutional rights and collaborated with the opposing parties in a campaign to pressure McKenna to abort instead.

228. Ms. Colbert communicated with Ms. Ferrara, A.B., C.D., Worldwide Surrogacy, and Dr. Sadaf; followed their directives; provided them updates; and pressured McKenna to meet with Dr. Sadaf—the counselor A.B. had selected.

229. All this, even though Ms. Colbert had reassured McKenna just earlier that day, "I am still representing you at this point. I am still your attorney. I am here to answer your questions and continue to help you through this difficult time."

230. When McKenna informed Ms. Colbert of her extreme trauma at being faced with the requirement to abort Baby Gabriel and explained that she did not know if she could live with herself if she followed through with the abortion, Ms. Colbert failed to account for McKenna's mental health should she be forced to complete the abortion.

S. McKenna seeks a conversation with A.B. and C.D., but they refuse.

231. Overwhelmed and confused by the campaign of pressure asserted by the defendants, McKenna met with her own therapist to process the situation on Friday, May 8.

232. McKenna requested taking the weekend to think and suggested to Ms. Colbert a meeting to discuss things with A.B. and C.D. the following week.

233. Ms. Colbert informed the other defendants that McKenna wanted the weekend to think but did not pass along McKenna's request for a meeting with the other defendants.

234. On Monday, May 11, the defendants again tried to pressure McKenna to abort Baby Gabriel by insisting that "if you have the termination procedure done, you will receive your compensation for May AND June."

235. Ms. Colbert told Ms. Ferrara she would communicate this offer to McKenna and "see if I can get anywhere at all."

236. Realizing that Ms. Colbert may not have passed along her request for a conversation, McKenna expressed her desire for a meeting with A.B. and C.D. through her Worldwide Surrogacy liaison.

237. When Worldwide Surrogacy again tried to involve Dr. Sadaf in the conversation, McKenna explained that she did not feel comfortable involving Dr. Sadaf and would rather speak directly with A.B. and C.D. with lawyers present.

238. A.B. and C.D. refused McKenna's offer of a conversation despite the Surrogacy Agreement's requirement that they "routinely communicate" with McKenna to facilitate the communication about medical care required by the Agreement. Surrogacy Agreement § 22.2.

239. Instead, in an apparent attempt to emotionally coerce McKenna to abort Baby Gabriel, Worldwide Surrogacy sent McKenna a letter by A.B. warning, “If you decide to continue this pregnancy, he will be born into extreme suffering.”

T. A.B., C.D., and Ms. Ferrara demand that Ms. Colbert reopen the pre-birth proceedings establishing their parental rights.

240. On May 8, Ms. Ferrara asked Ms. Colbert how quickly she could reopen the proceedings to establish A.B. and C.D.’s parentage of Baby Gabriel.

241. Ms. Colbert replied, “I can see if we can reopen the one we dismissed.... It can get done as quickly as we can get a hearing.”

242. On May 12 and 13, Ms. Ferrara, A.B., and C.D. repeatedly demanded that Ms. Colbert re-open the Alaska pre-birth proceedings to establish A.B. and C.D.’s parental rights.

243. On May 12, Ms. Ferrara sent an email to “Lori and Colbert Family Law Team,” requesting that they “immediately re-open” the “Joint Petition on Pre-Birth Order and Judgment establishing [A.B. and C.D.’s] parental rights for the unborn baby being carried by Gestational Surrogate, McKenna West.”

244. On May 13, A.B. and C.D. followed up with Ms. Colbert, saying, “Can you please confirm if the [Pre-Birth Order] has been re-opened or what the status is? Is there a timeframe that we can expect? Is there a way to get an expedited appointment with the judge due to the severity of the current situation?”

245. A.B. followed up again two hours later, “@Lori Colbert please provide an update URGENTLY. Has the [Pre-Birth Order] been re-opened? Is there a timeframe that we can expect? Is there a way to get an expedited appointment with the judge due to the EXTREME SEVERITY of this situation?”

246. C.D. then sent an email to Ms. Colbert and her paralegals: “Can we please get an answer from your firm. Vicki, has Lori reached out to you directly on this?”

247. Ms. Ferrara called and left a voicemail message for Ms. Colbert: “This is Vicki Ferrara. I’m calling about the McKenna West case. If you can call me back, I’d like to know if you’ve been able to reopen the pre-birth order.”

248. C.D. also called and left a voicemail message for Ms. Colbert and her paralegal: “[T]his is [C.D.]. Vicki’s client as well as your client. Trying to establish if the [Pre-Birth Order] has been reissued, reestablished. We’re on a crunch, a really tight timeline here and we need responsiveness from you. Please, please, please, let us know if you’ve already filed this, where we stand with that.”

249. Ms. Ferrara then sent an email to Ms. Colbert and her paralegal, copying A.B., C.D., and employees of Worldwide Surrogacy: “We absolutely need a response from you about the re-opening of the [Pre-Birth Order]... [A.B. and C.D.] ARE the parents of this baby, and they have a right and a need to know that the [Pre-Birth Order] is going forward.”

250. Ms. Colbert never informed McKenna that she was working with the other defendants to re-open the pre-birth parentage proceedings.

251. Instead, Ms. Colbert told the other defendants that she was no longer representing McKenna.

252. And, on information and belief, Ms. Colbert informed the other defendants that McKenna had retained new counsel, even though McKenna (through her new counsel) had explicitly instructed Ms. Colbert not to do so.

253. Ms. Colbert violated McKenna’s explicit instructions because, as Ms. Colbert explained, “I have worked with [Ms. Ferrara] on multiple occasions, and I would like to continue to work with her in the future. This lack of transparency has a direct effect on my practice.”

254. From the beginning of her representation of McKenna to its termination, Ms. Colbert failed to adequately represent McKenna's interests and, in fact, acted against McKenna.

255. Rather than protect McKenna's interests, Ms. Colbert served her own interests and those of Ms. Ferrara, Worldwide Surrogacy, A.B., and C.D.

U. A.B. and C.D. cease all payments to McKenna.

256. A.B. and C.D. ceased all payments to McKenna in May, following McKenna's decision to decline the late-term abortion.

257. No payments have been made to McKenna for June or July.

258. A.B. and C.D. have not provided any written notice of termination of the Surrogacy Agreement.

259. A.B. and C.D. agreed to pay McKenna \$6,000 per month "for the duration of the pregnancy," with payments made "during the first week of the month." Surrogacy Agreement § 36.

260. A.B. and C.D. also agreed to pay a non-accountable monthly allowance of \$300 commencing after the embryo transfer and continuing through four weeks post-partum. *Id.* § 35.2(E).

261. The Continuing Obligations Clause in Section 16.3 of the Surrogacy Agreement provides that once a pregnancy results, the Agreement "may not be terminated by any Party unless a material breach has occurred, but then only with regard to obligations other than the maintenance of a healthy pregnancy and the release of the Child to [A.B. and C.D.] as well as the legal processes to ensure that [A.B. and C.D.] are designated as the legal parents of the Child, the assumption of responsibility for the Child by [A.B. and C.D.], and the release of any and all legal and parental obligations as to" McKenna.

262. A.B. and C.D.’s purported justification for stopping payments—that McKenna’s decision not to terminate constitutes a material breach under Section 25—depends entirely on the enforceability of the Abortion Clause, which is void as set forth herein.

263. A.B. and C.D., through counsel, have now represented that they are “not pursuing the termination of the pregnancy.”

264. Upon their withdrawal of the termination request, there is no outstanding request for McKenna to refuse, and no basis—even under A.B. and C.D.’s own theory—to characterize McKenna’s conduct as a continuing breach of Section 25 or to justify continued nonpayment under the Agreement.

V. A.B. and C.D. file a parentage action in California.

265. On May 22, A.B. and C.D. filed a parentage action in California Superior Court (Case No. 26STPT01581), seeking to establish their parentage under California Family Code § 7962.

266. This action violated the Surrogacy Agreement’s Forum Selection Clause, which provides that “[t]he forum for any legal proceedings shall be the State of Alaska,” and its Choice of Law Provision, which provides that “the laws of the State of Alaska shall govern this Agreement.” Surrogacy Agreement § 6.1.

267. A.B. and C.D. sought this California parentage judgment on an emergency ex parte basis with two days’ notice.

268. To obtain the judgment, they submitted false sworn declarations—including that McKenna’s “delivery is imminent” and that she had been “non-responsive to them.”

269. A.B. and C.D. did not—and still have not—lawfully served McKenna with their court filings initiating the California parentage action.

270. A.B. and C.D. filed this action to circumvent the contractually designated Alaska forum and obtain legal custody of Baby Gabriel before birth.

271. A.B. and C.D. had previously acknowledged the propriety of the Alaska forum by filing an earlier parentage action in Alaska state court (Case No. 3AN-26-06066 CI).

W. Despite Defendants' threats, McKenna wants to care for and parent the child growing within her.

272. As a result of all Defendants' actions in attempting to force an abortion, McKenna has experienced severe and extreme emotional distress, including extreme and ongoing anxiety, fear, humiliation, intimidation, deep pain and sorrow, and significant disruption of her daily life.

273. Through Defendants' persistent efforts, including through written threats of devastating financial harm and transmission of routine correspondence via process server, they intended to coerce, abuse, humiliate, harass, or degrade McKenna into a late-term, two-day surgical abortion of Baby Gabriel without knowing and voluntary consent.

274. It is in Baby Gabriel's best interest that his care be arranged by his mother—McKenna—who has taken great pains to care for his health and protect his life.

275. McKenna is not afraid of the burdens, whether financial or physical, that she knows she may incur in continuing her pregnancy, delivering Baby Gabriel alive, and raising him herself, regardless of his ongoing cardiac care needs.

276. McKenna is willing to accept those burdens and release A.B. and C.D. from any further financial or parental obligations for Baby Gabriel.

277. McKenna has established a stable and loving home for her two children, and she is an experienced parent.

278. As a registered nurse, McKenna is also well-suited to recognize and care for Baby Gabriel's medical needs.

279. McKenna's health insurance will cover Baby Gabriel's medical needs if she is deemed his parent.

280. McKenna also has a strong, local family support structure to support Baby Gabriel's heart surgeries and any subsequent medical needs.

X. A.B. and C.D. continue to refuse to commit to life-saving care for Baby Gabriel.

281. Despite claiming they intend to parent Baby Gabriel, A.B. and C.D. have refused to provide any commitment to authorize life-saving surgical intervention for his HLHS upon birth.

282. When asked directly multiple times, A.B. and C.D. through counsel have stated only that they "may not disagree with lifesaving procedures that may be employed" and that "[u]ltimate decisions as to the nature of treatments can not be made until the child is born."

283. In the California proceedings, A.B. testified that the sole reason A.B. was no longer seeking termination was McKenna's refusal to have an abortion.

284. A.B. and C.D. through counsel are insisting that Baby Gabriel be born in California.

285. On information and belief, A.B. and C.D. have failed to plan for insurance to cover Baby Gabriel, as required by § 18.5 of the Surrogacy Agreement.

286. A.B. and C.D.'s hedged and noncommittal statements regarding life-saving care, expressed concerns about treatment cost and Baby Gabriel's "quality of life and life expectancy," and admission that McKenna's refusal to abort is the only reason they no longer seek termination create a substantial and well-founded basis for concern that A.B. and C.D. will exercise their claimed authority over Baby

Gabriel's medical care to deny or delay the life-saving treatment he will need immediately upon birth.

287. The interest in protecting Baby Gabriel's life and health is paramount.

288. In the California proceedings, A.B. and C.D. admitted that "advance planning regarding parentage, medical consent, insurance coverage, hospital coordination, transport arrangements, and treatment decision-making is particularly important in cases involving critical congenital heart disease because unexpected early delivery can occur before legal or logistical issues are resolved."

289. Every day of delay in resolving parentage and medical decision-making authority creates a tangible risk that Baby Gabriel will be born without any person having clear legal authority to authorize the immediate surgical intervention he will require.

290. To ensure Baby Gabriel can receive the life-saving surgery and other treatment he will need, McKenna is currently making plans to give birth at an appropriate medical facility in Dallas, Texas.

291. McKenna is pursuing treatment at this Dallas hospital both because it has excellent facilities to perform the necessary life-saving treatment, and because she has a support system available in Dallas to help her with lodging, transportation, childcare, and other needs before, during, and after birth.

292. McKenna wants to give Baby Gabriel the blessing of birthing him, holding him, and giving him a fighting chance at a healthy life.

293. She should be allowed to do so.

FIRST CAUSE OF ACTION
(Contract – Abortion Clause Void Under Alaska Constitution)
McKenna against A.B. and C.D.

294. The preceding paragraphs 1–293 are realleged and incorporated by reference.

295. The Abortion Clause is void because judicial enforcement requiring McKenna to abort Baby Gabriel or pay damages for failure to do so would violate her right to privacy under Article I, Section 22 of the Alaska Constitution, as interpreted by the Alaska Supreme Court.

296. The Alaska Supreme Court has held that its privacy protections cover “Reproductive Autonomy, Including the Right to Abortion.” *Valley Hosp. Ass’n, Inc. v. Mat-Su Coal. for Choice*, 948 P.2d 963, 966 (Alaska 1997).

297. The Court has reasoned that “few things are more personal than a woman’s control of her body, including the choice of whether and when to have children.” *Id.* at 968 (citation modified).

298. As the Alaska Supreme Court has later explained, “[t]he privacy clause guarantees that the State may not infringe upon an individual’s fundamental right of personal autonomy unless a compelling governmental interest justifies the infringement.” *Planned Parenthood of The Great Nw. v. State*, 375 P.3d 1122, 1134 (Alaska 2016).

299. If the Alaska Constitution protects a woman’s right to have an abortion as a matter of medical privacy, then it necessarily protects her right not to have an abortion.

300. No compelling government interest exists that would warrant forcing McKenna into a late-term abortion of a viable baby boy with a treatable medical condition.

301. The Abortion Clause is therefore void under the Alaska Constitution.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Abortion Clause is void under the privacy protections of the Alaska Constitution and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

SECOND CAUSE OF ACTION
(Contract – Abortion Clause Void as Unconscionable)
McKenna against A.B. and C.D.

302. The preceding paragraphs 1–293 are realleged and incorporated by reference.

303. Alaska courts void contracts as unconscionable according to a sliding scale of procedural and substantive unconscionability. *Helstrom v. N. Slope Borough*, 797 P.2d 1192, 1200 (Alaska 1990).

304. The Abortion Clause is procedurally unconscionable because of the vast disparity in bargaining power between the parties, the undisclosed conflicts of interest that plagued its negotiation, the lack of independent or adequate legal counsel for McKenna, and the lack of disclosure of critical information, including the increased risk of cardiac defects in children conceived using artificial reproductive technology.

305. The Abortion Clause is substantively unconscionable for many reasons, including that it purports to require payment of damages unless McKenna involuntarily undergoes an elective, high-risk, multi-day surgical procedure that ends the life of the unborn baby she has been nurturing for over five months, that it would inflict pain and trauma on McKenna by forcing her against her will to end the life of the child that is growing within her, and that it assigns massive financial liability on a person of limited means unless they satisfy its draconian demands.

306. Granting a party a contractual right to compel another person against her will to undergo a surgical procedure on her reproductive organs that will result in the death of the child she is carrying in her uterus would be fundamentally unfair and shock the conscience.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Abortion Clause is void as unconscionable and against public policy under Alaska law and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

THIRD CAUSE OF ACTION
(Contract – Surrogacy Agreement Void as Unconscionable)
McKenna against A.B. and C.D.

307. The preceding paragraphs 1–293 are realleged and incorporated by reference.

308. The Alaska Supreme Court has never upheld a surrogacy contract as valid, and the Alaska legislature has not imposed any safeguards regulating them.

309. Alaska courts void contracts as unconscionable according to a sliding scale of procedural and substantive unconscionability. *Helstrom*, 797 P.2d at 1200.

310. The Surrogacy Agreement is procedurally unconscionable for a variety of reasons, including the vast disparity in bargaining power between the parties, the undisclosed conflicts of interest that plagued its negotiation, the lack of independent or adequate legal counsel for McKenna, and the lack of disclosure of critical information.

311. The Surrogacy Agreement is substantively unconscionable for a variety of reasons, including that it usurps the state’s duty to protect children, it encourages exploitation of vulnerable women, it treats children as property, and it depends on the Abortion Clause for its enforcement.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Surrogacy Agreement is void as unconscionable and against public policy under Alaska law and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

FOURTH CAUSE OF ACTION
(Contract – Continuing Obligations Clause Void Under Alaska
Constitution)
McKenna against A.B. and C.D.

312. The preceding paragraphs 1–293 are realleged and incorporated by reference.

313. The Continuing Obligations Clause purports to require McKenna to continue abiding by the terms of the Surrogacy Agreement while A.B. and C.D. are not required to perform any of their obligations under the Agreement, including paying McKenna for the duration of the pregnancy.

314. The Continuing Obligations Clause is void because judicial enforcement requiring McKenna to continue fulfilling her obligations under the contract despite A.B. and C.D.’s cessation of payments and other material breaches would infringe on McKenna’s “fundamental right of personal autonomy,” recognized under the Alaska Constitution’s privacy protections. *See Planned Parenthood of The Great Nw.*, 375 P.3d at 1134.

315. It would also violate legal and equitable principles, including unclean hands, reliance, and contract principles.

316. No compelling government interest justifies such infringement.

317. The Continuing Obligations Clause is therefore void under the Alaska Constitution.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Continuing Obligations Clause is void under the privacy protections of the Alaska Constitution and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

FIFTH CAUSE OF ACTION
(Contract – Provider Selection Clause Void Under Alaska Constitution)
McKenna against A.B. and C.D.

318. The preceding paragraphs 1–293 are realleged and incorporated by reference.

319. Article I, Section 22 of the Alaska Constitution provides: “The right of the people to privacy is recognized and shall not be infringed.”

320. The Alaska Supreme Court has held that this provision protects “reproductive autonomy” and that “few things are more personal than a woman’s control of her body, including the choice of whether and when to have children.” *Valley Hosp. Ass’n*, 948 P.2d at 966, 968 (citation modified).

321. The right to privacy under the Alaska Constitution encompasses the right of a pregnant woman to make decisions regarding her own medical care, including the selection of the physician who will provide obstetrical care and deliver her child.

322. The Provider Selection Clause purports to vest in A.B. and C.D. the unilateral authority to select the physician whose medical instructions McKenna must follow, including with respect to delivery.

323. The Provider Selection Clause purportedly strips McKenna of her right to make fundamental decisions about her own medical treatment.

324. The selection of an obstetrician and delivery provider is an intensely personal medical decision that directly affects the pregnant woman’s physical safety, bodily integrity, and reproductive health.

325. An obstetrician’s duty of care runs to both the mother and the child, and the decision of who will perform a delivery—a major medical event carrying inherent physical risks—cannot constitutionally be delegated to a third party over the objection of the patient.

326. Judicial enforcement of the Provider Selection Clause would violate McKenna's right to privacy under the Alaska Constitution.

327. No compelling state interest justifies enforcement of the Provider Selection Clause as applied to McKenna's choice of prenatal care and delivery provider.

328. The state has no rational interest in compelling a pregnant woman to submit to a physician chosen by private parties who have demonstrated willingness to exercise medical authority over her in ways adverse to her health and the health of the child she carries.

329. The Provider Selection Clause is therefore void under the Alaska Constitution.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Provider Selection Clause of the Surrogacy Agreement is void and unenforceable under the privacy protections of the Alaska Constitution insofar as it purports to grant A.B. and C.D. authority to dictate McKenna's medical care and choice of delivery provider and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

SIXTH CAUSE OF ACTION
(Contract – Provider Selection Clause Void as Unconscionable)
McKenna against A.B. and C.D.

330. The preceding paragraphs 1–293 are realleged and incorporated by reference.

331. Alaska courts void contracts as unconscionable according to a sliding scale of procedural and substantive unconscionability. *Helstrom*, 797 P.2d at 1200.

332. The Provider Selection Clause is procedurally unconscionable for several reasons, including the vast disparity in bargaining power between the parties, the undisclosed conflicts of interest that plagued its negotiation, the lack of

independent or adequate legal counsel for McKenna, and the lack of disclosure of critical information.

333. The Provider Selection Clause is substantively unconscionable because it permits A.B. and C.D. to dictate McKenna's medical care yet bear none of the physical risk from pregnancy and delivery or any liability for adverse outcomes.

334. This radical asymmetry between who bears the risk and who controls the medical decision, combined with A.B. and C.D.'s demonstrated pattern of prioritizing cost savings over McKenna's welfare, renders this provision unconscionable as applied.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Provider Selection Clause is void as unconscionable and against public policy under Alaska law and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

SEVENTH CAUSE OF ACTION
(Contract – Travel and Residency Restrictions Void
Under Alaska Constitution)
McKenna against A.B. and C.D.

335. The preceding paragraphs 1–293 are realleged and incorporated by reference.

336. Article I, Section 22 of the Alaska Constitution protects the right to privacy, which encompasses the right to make fundamental decisions about one's own life, including where to reside.

337. The Alaska Supreme Court has recognized that the privacy clause "guarantees that the State may not infringe upon an individual's fundamental right of personal autonomy unless a compelling governmental interest justifies the infringement." *Planned Parenthood of The Great Nw.*, 375 P.3d at 1134.

338. Article I, Section 1 of the Alaska Constitution provides that all persons “have a natural right to life, liberty, the pursuit of happiness, and the enjoyment of the rewards of their own industry.”

339. The right to liberty includes the right to travel freely and to choose one’s place of residence.

340. The Surrogacy Agreement requires McKenna to “remain as a resident of the State wherein she now resides for the duration of this Agreement”—a restriction lasting approximately one year. Surrogacy Agreement § 2.

341. The Agreement also requires McKenna to “remain in an area no greater than 75 miles from her residence (and not outside of the U.S. State wherein she resides) from 32 weeks pregnant until delivery.” *Id.* § 29.

342. These Travel and Residency Clauses restrain McKenna’s fundamental rights to travel, to relocate, and to make autonomous decisions about where she will reside and give birth—all core attributes of personal liberty and privacy protected by the Alaska Constitution.

343. These restrictions also prevent her from relocating to a state where Baby Gabriel can receive immediate life-saving cardiac surgery upon birth, because Alaska lacks the pediatric cardiothoracic surgical capacity to treat HLHS.

344. Enforcement of these clauses would force McKenna to deliver in a state that cannot save her child’s life, requiring emergency air transport of a critically ill newborn.

345. No compelling interest justifies enforcement of these restrictions.

346. The stated purpose of Section 29—facilitating A.B. and C.D.’s access to state law to establish legal parentage—does not constitute a compelling interest sufficient to override McKenna’s constitutional right to personal autonomy,

particularly where A.B. and C.D. have themselves abandoned the Alaska parentage process by dismissing their own action and filing in California instead.

347. Judicial enforcement of the Travel and Residency Clauses would violate McKenna's rights under Article I, Sections 1 and 22 of the Alaska Constitution.

348. Therefore, the Travel and Residency Clauses are void under the Alaska Constitution.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Travel and Residency Clauses of the Surrogacy Agreement are void and unenforceable under the Alaska Constitution and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

EIGHTH CAUSE OF ACTION
(Contract – Surrogacy Agreement Void Under Alaska Law)
McKenna against A.B. and C.D.

349. The preceding paragraphs 1–293 are realleged and incorporated by reference.

350. The Alaska Supreme Court has never upheld a surrogacy contract as valid, and the legislature has not imposed any safeguards regulating them.

351. The Alaska Supreme Court has held that its privacy protections cover “Reproductive Autonomy, Including the Right to Abortion.” *Valley Hosp. Ass’n*, 948 P.2d at 966.

352. The Court has reasoned that “few things are more personal than a woman’s control of her body, including the choice of whether and when to have children.” *Id.* at 968 (citation modified).

353. Enforcing the terms of the Surrogacy Agreement inherently violates McKenna’s control of her body and her right to parent the child she is carrying, developing, and nurturing.

354. As the Alaska Supreme Court has later explained, “[t]he privacy clause guarantees that the State may not infringe upon an individual’s fundamental right of personal autonomy unless a compelling governmental interest justifies the infringement.” *Planned Parenthood of The Great Nw.*, 375 P.3d at 1134.

355. No compelling government interest exists that would justify enforcing the Surrogacy Agreement with its coercive Abortion Clause.

356. States that have recognized the enforceability of surrogacy contracts have done so only in the presence of significant precautions, requirements, and safeguards.

357. Because the Alaska legislature has provided no such precautions, requirements, or safeguards, and has never sanctioned the legal effect of such agreements, the Surrogacy Agreement is both procedurally and substantively unconscionable and against public policy.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Surrogacy Agreement is void as against public policy and unconstitutional under the Alaska Constitution and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

NINTH CAUSE OF ACTION
(Contract – Surrogacy Agreement Invalid for Lack of Meeting of the
Minds)
McKenna against A.B. and C.D.

358. The preceding paragraphs 1–293 are realleged and incorporated by reference.

359. The Surrogacy Agreement is also invalid for lack of a meeting of the minds.

360. In Alaska, a valid contract “requires an offer, encompassing all essential terms, an unequivocal acceptance by the offeree of all terms of the offer,

consideration, and intent to be bound by the offer.” *Hall v. Add-Ventures, Ltd.*, 695 P.2d 1081, 1087 n.9 (Alaska 1985).

361. Due to Ms. Colbert’s inadequate and non-independent representation described above, McKenna never knowingly and voluntarily entered into the Surrogacy Agreement.

362. McKenna believed that Ms. Colbert had revised the Provider Selection Clause of the Surrogacy Agreement to allow her to be cared for by the midwives who had delivered her prior children.

363. Despite Ms. Colbert’s assurance that A.B. and C.D. had agreed to her request to see midwives, the terms of the Provider Selection Clause were not revised to reflect that.

364. As shown by A.B. and C.D.’s later insistence that McKenna see a medical doctor for prenatal care and delivery, A.B. and C.D. did not agree to midwife care.

365. A.B., C.D., and McKenna therefore never reached an agreement on the Provider Selection Clause and which medical providers could supervise and conduct prenatal care and delivery.

366. The prenatal care and delivery provider was an essential term of the purported agreement.

367. The determination of who will conduct prenatal care and delivery is per se an essential term of a surrogacy agreement.

368. It has also been a material term for McKenna, A.B., and C.D. throughout the surrogacy arrangement, from negotiating the Surrogacy Agreement to the present day.

369. McKenna deeply desired to be seen by the midwives who had delivered her previous children and whom she knew well.

370. When McKenna began to schedule prenatal care appointments with her OB-GYN clinic, A.B. and C.D. strongly insisted that McKenna see a medical doctor rather than the midwives.

371. Today, McKenna is making plans to deliver Baby Gabriel in Dallas, Texas, where he can receive life-saving treatment by specialists, while A.B. and C.D. insist that he be born in California.

372. McKenna never accepted A.B. and C.D.'s offer that required prenatal care and delivery by a medical doctor, and A.B. and C.D. never accepted McKenna's counter-offer that allowed midwives to care for her.

373. In addition, the Surrogacy Agreement that McKenna signed (Exhibit C) did not contain all of the same terms as the Surrogacy Agreement that A.B. and C.D. signed (Exhibit B).

374. A.B. and C.D. signed a copy of the Agreement that prohibited McKenna from working night shifts unless approved in writing by the IVF physician and treating physician. Ex. B, § 24.2.

375. McKenna signed a copy of the Agreement that struck through this provision and altered it to say she would "follow doctors' instructions regarding night shift work." Ex. C, § 24.2.

376. The parties therefore never reached a meeting of the minds on the terms of the Surrogacy Agreement, including the essential term regarding who would provide prenatal care and conduct the delivery.

377. Thus, no contract was formed.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment that the Surrogacy Agreement, including its Provider Selection Clause, is invalid for lack of a meeting of the minds and (2) an injunction prohibiting A.B. and C.D. from enforcing it.

TENTH CAUSE OF ACTION
(Contract – Breach of Contract)
McKenna against A.B. and C.D.

378. The preceding paragraphs 1–293 are realleged and incorporated by reference.

379. In addition to the above challenges, A.B. and C.D. have materially breached their obligations under the Agreement.

380. Under Alaska law, a claim for breach of contract requires “proof of the existence of a contract, breach, and damages.” *Brooks Range Petroleum Corp. v. Shearer*, 425 P.3d 65, 79 (Alaska 2018).

381. McKenna performed substantially all of her obligations under the Surrogacy Agreement, including undergoing the embryo transfer, maintaining a healthy pregnancy, attending medical appointments, and complying with lifestyle and dietary restrictions.

382. A.B. and C.D. materially breached the Surrogacy Agreement by, among other things:

- a. Ceasing all payments required under Section 36 beginning in May, despite the Agreement’s requirement that payments continue “for the duration of the pregnancy”;
- b. Failing to pay all medical bills within thirty days as required by Surrogacy Agreement § 35.2(A), which the Agreement expressly designates as “a material breach”;
- c. Failing to plan for insurance to cover the newborn child as required by § 18.5;
- d. Submitting a forged authorization for McKenna’s medical records in violation of the parties’ mutual obligations of good faith and the medical information provisions of the Agreement;

- e. Failing to “routinely communicate with the Gestational Carrier” as required by § 22.2;
- f. Filing a parentage action in California Superior Court (Case No. 26STPT01581) in violation of the Forum Selection Clause in the Agreement, which provides that “[t]he forum for any legal proceedings shall be the State of Alaska,” and seeking to establish parentage under California law in violation of the Agreement’s Choice of Law Provision, which provides that “the laws of the State of Alaska shall govern this Agreement.” Surrogacy Agreement § 6.1; and
- g. Seeking an ex parte parentage judgment in California on the basis of false sworn declarations—including that Ms. West’s “delivery is imminent” and that she had been “non-responsive”—in an attempt to circumvent the contractually designated Alaska forum and obtain custody of Baby Gabriel without proper notice or service on McKenna.

383. A.B. and C.D.’s breaches are material.

384. The Agreement designates unpaid medical bills beyond thirty days as “a material breach.” Surrogacy Agreement § 35.2(A).

385. The withholding of \$6,000 monthly payments to a single mother of two who agreed to carry a pregnancy in reliance on those payments likewise violates the essence of the bargain.

386. And the filing of a competing parentage action in a different state in violation of the Forum Selection Clause undermines the very framework the Agreement established for resolving disputes.

387. A.B. and C.D.’s material breaches excuse McKenna’s further performance of her obligations under the Agreement, including but not limited to the Travel Clause, the Residency Clause, and the Provider Selection Clause.

388. A.B. and C.D. have also effectively repudiated their obligations under §§ 27.1 and 32 of the Agreement.

389. Section 27.1 requires A.B. and C.D. to “accept custody and assume sole financial and legal responsibility for the Child, immediately upon the Child's birth regardless of the Child's physical, mental, genetic and or congenital abnormalities or defects.”

390. Section 32 requires A.B. and C.D. to “assume legal responsibility and physical custody for any Child born pursuant to this Agreement” even where the child is not “healthy or free from birth defects or physiological abnormalities.”

391. Assuming “sole financial and legal responsibility” for a child diagnosed with a serious heart condition necessarily includes the obligation to provide and authorize medically necessary life-saving treatment.

392. A.B. and C.D. seek the privilege of parentage while refusing to commit to the responsibilities that accompany it.

393. Their demand to terminate the pregnancy upon learning of the diagnosis, their stated concerns about cost and quality of life, their cessation of all financial support to McKenna, and their refusal—despite repeated requests—to provide any binding commitment to authorize life-saving surgical intervention demonstrate that they intend to accept authority over Baby Gabriel's medical fate without accepting the corresponding responsibility to preserve his life.

394. This is not the “sole financial and legal responsibility” that § 27.1 requires; it is a repudiation of it.

395. A.B. and C.D.’s anticipatory repudiation of their obligation to provide life-saving care to Baby Gabriel upon birth threatens irreparable harm to the child and entitles McKenna to injunctive relief.

396. As a direct and proximate result of A.B. and C.D.'s breach, McKenna has suffered damages including lost compensation of at least \$12,000 (and growing) unreimbursed medical expenses, unreimbursed monthly allowances, and other losses in an amount to be proven at trial.

WHEREFORE, McKenna is entitled to damages for breach of contract, including all unpaid compensation, expenses, and allowances due under the Agreement, together with such other damages as may be proven at trial.

ELEVENTH CAUSE OF ACTION
(Tort – Intentional Infliction of Emotional Distress)
McKenna against All Defendants

397. The preceding paragraphs 1–293 are realleged and incorporated by reference.

398. Under Alaska law, a claim for intentional infliction of emotional distress requires: (1) the defendants' conduct was extreme and outrageous; (2) the defendants intended to cause plaintiffs to suffer emotional distress, or acted with reckless disregard of the probability of causing plaintiffs to suffer emotional distress; and (3) the defendants' conduct caused plaintiffs to experience severe emotional distress. *McGrew v. State, Dept. of Health & Social Servs., Div. of Fam. & Youth Servs.*, 106 P.3d 319, 324–325 (Alaska 2005).

399. Defendants' conduct was extreme and outrageous because they repeatedly attempted to coerce McKenna into a late-term abortion of Baby Gabriel, threatening massive financial penalties, even though McKenna had developed a relationship with him, he had reached the point of viability, his condition is operable, and McKenna had chosen not to terminate him.

400. Defendants attempted to coerce this abortion by leveraging financial power and legal threats while McKenna resided and received care in Alaska.

401. Defendants attempted to coerce McKenna to abort Baby Gabriel even though they knew McKenna was suffering, and would continue to suffer, mental distress from complying with their demands to abort a viable baby with a treatable heart condition.

402. Defendants took extreme actions against McKenna when she decided not to abort Baby Gabriel, including by threatening legal action to force her to have an abortion and having her own attorney serve her with routine legal correspondence with a process server.

403. Such conduct is outside all possible bounds of decency and intolerable in a civilized community, especially given McKenna's vulnerable condition as a pregnant surrogate single mother and the moral gravity of the decision at issue.

404. Defendants knew or recklessly disregarded the near certainty that their conduct would cause McKenna severe emotional distress.

405. At a minimum, Defendants acted in reckless disregard of the probability that their actions would subject McKenna to severe emotional suffering.

406. As a direct and proximate result of Defendants' extreme and outrageous conduct, McKenna suffered severe and extreme emotional distress including but not limited to anxiety, depression, fear, humiliation, inability to sleep, persistent crying spells, panic attacks, loss of appetite, intrusive thoughts regarding the safety of herself and her children, and significant disruption of her daily life, some of which manifested in physical symptoms.

407. McKenna's distress was and is severe and extreme in nature, going well beyond the ordinary upset associated with a contractual disagreement.

408. As a further direct and proximate result of the defendants' conduct, McKenna has suffered damages including loss of enjoyment of life.

409. Defendants acted in conscious and reckless disregard of McKenna's rights and well-being, entitling McKenna to an award of punitive and exemplary damages pursuant to Alaska law in an amount necessary to deter such conduct in the future.

410. McKenna is entitled to general damages for emotional pain, suffering, and loss of enjoyment of life in an amount to be proven at trial; special damages, including past and future medical, psychological, and counseling expenses, in amounts to be proven at trial; and punitive or exemplary damages.

WHEREFORE, Defendants are liable to McKenna for compensatory and punitive damages under the tort of intentional infliction of emotional distress.

TWELFTH CAUSE OF ACTION
(Tort – Breach of Covenant of Good Faith and Fair Dealing)
McKenna against A.B. and C.D.

411. The preceding paragraphs 1–293 are realleged and incorporated by reference.

412. If the Surrogacy Agreement is deemed to be valid, the covenant of good faith and fair dealing is inherent in every contract and, in particular, is implied in the Surrogacy Agreement.

413. As described in this Complaint, there was a special element of reliance or trust between McKenna and A.B. and C.D., such that they were in a superior or entrusted position of knowledge.

414. To the extent that the Surrogacy Agreement is deemed to be valid, McKenna performed substantially all of her contractual obligations.

415. The Surrogacy Agreement also provides that A.B. and C.D. assumed the risk that any resulting child might have “physical, mental, genetic and or congenital abnormalities or defects.” Surrogacy Agreement § 27.1

416. As described in this Complaint, A.B. and C.D. performed in a manner that was unfaithful to the purpose of the Agreement, and deliberately contravened the intention and spirit of the Agreement, by demanding that McKenna abort Baby Gabriel.

417. As described herein, Defendants' conduct was a substantial factor in causing damage to McKenna.

418. A.B. and C.D.'s conduct was in conscious and reckless disregard of McKenna's rights and well-being, entitling McKenna to an award of punitive and exemplary damages pursuant to Alaska law in an amount necessary to deter such conduct in the future.

419. McKenna is entitled to general damages for emotional pain, suffering, and loss of enjoyment of life in an amount to be proven at trial; special damages, including past and future medical, psychological, and counseling expenses, in amounts to be proven at trial; and punitive or exemplary damages.

WHEREFORE, A.B. and C.D. are liable to McKenna for compensatory and punitive damages under the tort of breach of the covenant of good faith and fair dealing.

THIRTEENTH CAUSE OF ACTION
(Tort — Fraudulent Misrepresentation)
McKenna against Worldwide Surrogacy Specialists, the Ferrara Law Group, and Victoria Ferrara

420. The preceding paragraphs 1–293 are realleged and incorporated by reference.

421. Under Alaska law, fraudulent misrepresentation requires: (1) a false representation of a material fact, (2) knowledge of falsity or reckless disregard for the truth, (3) intent to induce reliance, (4) justifiable reliance, and (5) damages. *Cornelison v. TIG Ins.*, 376 P.3d 1255, 1270 (Alaska 2016).

422. By drafting a fraudulent HIPAA authorization form and submitting that form to McKenna's doctor, Worldwide Surrogacy made a false representation—namely that, by purportedly signing the form, McKenna authorized the release of her medical records to Worldwide Surrogacy.

423. That misrepresentation was material because without McKenna's purported consent, Worldwide Surrogacy would have been unable to obtain McKenna's medical records, and Worldwide Surrogacy knew or had reason to know that McKenna's doctor regarded or was likely to regard the representation as important in determining whether to disclose McKenna's medical records.

424. Worldwide Surrogacy knew that the representation was false because it knew that McKenna did not sign the submitted form or consent to the May 6, 2026, request for disclosure of McKenna's medical records.

425. Alternatively, Worldwide Surrogacy exhibited reckless disregard for the truth because it should have known that McKenna did not sign the submitted form or consent to the May 6, 2026, request for disclosure of McKenna's medical records.

426. Worldwide Surrogacy intended to induce reliance on its representation—namely, intending that McKenna's doctor would understand the fraudulent form as providing McKenna's authorization to disclose her medical records, in hope that McKenna's doctor would rely on the representation to disclose McKenna's records to Worldwide Surrogacy.

427. Given the parties' prior interactions and relationships and Worldwide Surrogacy's misrepresentations, McKenna's doctor, in disclosing McKenna's records, justifiably relied on Worldwide Surrogacy's representation that McKenna authorized the disclosure of her medical records.

428. Worldwide Surrogacy's misrepresentations caused emotional and other damage to McKenna and resulted in a loss of privacy in McKenna's medical records.

429. As a result, McKenna is entitled to general damages, special damages, and punitive or exemplary damages in amounts to be proven at trial.

WHEREFORE, Worldwide Surrogacy is liable to McKenna for compensatory and punitive damages under the tort of fraudulent misrepresentation.

FOURTEENTH CAUSE OF ACTION
(Tort – Invasion of Privacy – Intrusion Upon Seclusion)
McKenna against Worldwide Surrogacy, the Ferrara Law Group, and
Victoria Ferrara

430. The preceding paragraphs 1–293 are realleged and incorporated by reference.

431. Under Alaska law, invasion of privacy requires that the defendant intentionally intruded upon the solitude of private affairs of the plaintiff in a manner that would be highly offensive to a reasonable person. *See Luedtke v. Nabors Alaska Drilling, Inc.*, 768 P.2d 1123, 1125 (Alaska 1989).

432. By obtaining McKenna’s private medical records through documents that fraudulently represented McKenna’s consent, Worldwide Surrogacy, the Ferrara Law Group, and Ms. Ferrara intentionally intruded upon the solitude or private affairs of McKenna in a manner that would be highly offensive to a reasonable person.

433. McKenna had a reasonable expectation of privacy in her medical records—records that are protected from disclosure under both state and federal law—and a reasonable expectation that her record would not be disclosed to a third party without McKenna’s clear, explicit consent.

434. By fraudulently inducing, under false pretenses, the disclosure of medical records in which McKenna had a reasonable expectation of privacy, Worldwide Surrogacy, the Ferrara Law Group, and Ms. Ferrara intentionally intruded upon McKenna’s solitude or private affairs.

435. A reasonable person would conclude that Worldwide Surrogacy, the Ferrara Law Group, and Ms. Ferrara's means of intruding upon McKenna's solitude or private affairs—producing and submitting a fraudulent document that falsely represented McKenna's consent to the disclosure of private medical information—was highly offensive.

436. Worldwide Surrogacy, the Ferrara Law Group, and Ms. Ferrara's invasion of McKenna's privacy caused emotional and other damage to McKenna and resulted in a loss of privacy in McKenna's medical records.

437. As a result, McKenna is entitled to general damages for, among other things, loss of privacy, emotional pain, suffering, loss, special damages, and punitive or exemplary damages in amounts to be proven at trial.

WHEREFORE, Worldwide Surrogacy, the Ferrara Law Group, and Ms. Ferrara are liable to McKenna for compensatory and punitive damages under the tort of invasion of privacy.

FIFTEENTH CAUSE OF ACTION
(Tort – Conspiracy Against Rights)
McKenna against All Defendants

438. The preceding paragraphs 1–293 are realleged and incorporated by reference.

439. To establish a claim for civil conspiracy, a plaintiff must demonstrate (1) an unlawful agreement; (2) specific intent by each participant to engage in an unlawful purpose; (3) acts committed pursuant to the agreement; and (4) damages. *See Summers v. Hagen*, 852 P.2d 1165, 1169–70 (Alaska 1993).

440. Defendants Ms. Colbert, Colbert Family Law, Ms. Ferrara, the Ferrara Law Group, and Worldwide Surrogacy informally agreed to coerce McKenna to terminate Baby Gabriel based on the wishes of A.B. and C.D. in violation of McKenna's rights under the Alaska Constitution.

441. After McKenna notified Worldwide Surrogacy that she would not terminate Baby Gabriel, Ms. Ferrara immediately contacted Ms. Colbert and commanded her to address this issue with McKenna.

442. A.B. and C.D. also contacted Ms. Colbert and demanded that they be kept up to date on McKenna's abortion procedure.

443. Ms. Colbert assured each of the other Defendants that she would contact McKenna and then update them on McKenna's situation.

444. Soon after, each of the Defendants attempted to coerce McKenna into mental health counseling because she refused to terminate Baby Gabriel.

445. When it was evident that Defendants' efforts were futile, Ms. Colbert and Ms. Ferrara collaborated to draft what amounted to a demand letter, served on McKenna through a process server, notifying McKenna that she may be liable for up to \$250,000 for failing to abort the baby.

446. Each of these overt actions by Defendants was made to advance their unlawful goal of forcing McKenna to terminate Baby Gabriel against her will and without her ability to exercise her contractual and constitutional rights.

447. Defendants' conspiracy against McKenna resulted in emotional and other damage to McKenna and loss of privacy in both her medical and her legal records.

WHEREFORE, Defendants Ms. Colbert, Colbert Family Law, Ms. Ferrara, the Ferrara Law Group, and Worldwide Surrogacy are liable to McKenna for compensatory damages, punitive damages, and declaratory judgment that the Abortion Clause is void for Defendants' conspiracy to thwart McKenna's constitutional rights.

SIXTEENTH CAUSE OF ACTION

(Tort – Legal Malpractice)

McKenna against Lori Colbert and Colbert Family Law, LLC

448. The preceding paragraphs 1–293 are realleged and incorporated by reference.

449. A legal malpractice claim requires a plaintiff to show that (1) the defendant has a duty “to use such skill, prudence, and diligence as other members of the profession commonly possess and exercise,” (2) the defendant breached that duty, (3) the breach caused an injury to plaintiff, and (4) actual loss or damage resulted from the negligence. *See Jones v. Westbrook*, 379 P.3d 963, 967 (Alaska 2016).

450. In mid-2025, McKenna asked Ms. Colbert to represent her in all matters related to McKenna’s surrogate pregnancy.

451. Ms. Colbert agreed and represented McKenna from that point until McKenna retained the undersigned counsel.

452. Based on Ms. Colbert’s repeated assurances, McKenna believed that Ms. Colbert represented her—in the surrogacy-contract negotiations, in the pre-birth parentage matter, and during the parties’ termination dispute.

453. As her attorney, Ms. Colbert owed McKenna professional duties of competence, loyalty, confidentiality, and zealous advocacy.

454. Ms. Colbert breached these duties by failing to zealously advocate for McKenna.

455. Even before a dispute between the parties arose, Ms. Colbert violated her professional duty when she failed to explain to McKenna that she conducted regular business with Worldwide Surrogacy, Ms. Ferrara, and the Ferrara Law Group; failed to inform McKenna of the conflicts of interest arising from Ms. Colbert’s business relationship with those Defendants; failed to explain and obtain McKenna’s informed consent to the conflicts in the attorney-fee payment arrangement; failed to

adequately explain the details of the Surrogacy Agreement with McKenna; and failed to revise the Surrogacy Agreement as McKenna had requested.

456. Once this dispute arose, Ms. Colbert continued to breach her duties by failing to advise McKenna of any legal alternatives to aborting Baby Gabriel and never explaining McKenna's contractual and constitutional rights.

457. Instead, Ms. Colbert acted as an agent of A.B., C.D., and Ms. Ferrara, responding to Ms. Ferrara's request to re-open parentage proceedings and stating to McKenna her desire to protect her business relationship with Ms. Ferrara and the Ferrara Law Group.

458. Further, Ms. Colbert collaborated with the other Defendants, providing them with updates on McKenna's medical and legal status and joining Defendants' attempts to force her to terminate Baby Gabriel and, when that did not work, establish A.B. and C.D.'s parental rights and disestablish McKenna's parental rights to Baby Gabriel without informing McKenna.

459. Because of Ms. Colbert's failures, McKenna was confused about her representation, faced tremendous coercion to terminate Baby Gabriel, and was subjected to unchallenged legal threats by Defendants.

460. Ms. Colbert's breach of her professional duty to McKenna and violation of the attorney-client privilege resulted in emotional damage, potential loss of parental rights, loss of privacy in McKenna's medical and legal records, and other damage to McKenna.

WHEREFORE, Ms. Colbert and Colbert Family Law, LLC are liable to McKenna for compensatory damages, special damages, and punitive damages under the tort of legal malpractice.

SEVENTEENTH CAUSE OF ACTION
(Tort – Breach of Fiduciary Duty)
McKenna against Lori Colbert and Colbert Family Law, LLC

461. The preceding paragraphs 1–293 are realleged and incorporated by reference.

462. Attorneys owe a fiduciary duty to their clients. *Kenneth P. Jacobus, P.C. v. Kalenka*, 464 P.3d 1231, 1238–39 (Alaska 2020).

463. Attorneys violate that duty when they act against their clients' interests. *See id.* at 1239.

464. As Ms. Colbert's repeated assurances show, Ms. Colbert and McKenna established an attorney-client relationship when McKenna contacted Ms. Colbert and asked for representation.

465. Ms. Colbert's fiduciary duty to McKenna arose from that attorney-client relationship.

466. Ms. Colbert breached her fiduciary duty when, instead of representing McKenna, Ms. Colbert deliberately acted on behalf of the other Defendants in this matter.

467. Ms. Colbert failed to adequately explain to McKenna the conflicts of interest that were inherent in her representation, and she never received written consent from McKenna to proceed despite those conflicts.

468. When McKenna decided not to abort Baby Gabriel, Ms. Colbert coordinated with Ms. Ferrara, A.B., and C.D. in an attempt to force McKenna to abort the child.

469. When her initial efforts failed, Ms. Colbert collaborated with Ms. Ferrara and the Ferrara Law Group to draft what amounted to a demand letter against her own client, which incorrectly warned McKenna that she may be liable for

\$250,000 should she fail to comply with Defendants' enforcement of the Abortion Clause.

470. Finally, Ms. Colbert disregarded McKenna's express instruction not to inform Defendants about McKenna's newly retained counsel, yet Ms. Colbert did so anyway.

471. Instead of representing McKenna, Ms. Colbert prioritized preserving her own business relationship with Worldwide Surrogacy, Ms. Ferrara, and the Ferrara Law Group.

472. As a result of Ms. Colbert's actions, McKenna suffered significant legal coercion, has faced unchallenged legal threats from Defendants, and has been effectively unrepresented throughout the majority of her pregnancy.

473. Ms. Colbert's breach of her fiduciary duty and violation of the attorney-client privilege resulted in emotional, financial, and other damage to McKenna and resulted in a loss of privacy in both her medical and legal records.

WHEREFORE, Ms. Colbert and Colbert Family Law, LLC are liable to McKenna for compensatory and punitive damages under the tort of breach of fiduciary duty.

EIGHTEENTH CAUSE OF ACTION
(Alaska Stat. § 25.20.050 – Parentage)
McKenna against A.B. and C.D.

474. The preceding paragraphs 1–293 are realleged and incorporated by reference.

475. Because the Surrogacy Agreement is invalid and void, its terms relating to parentage are unenforceable against McKenna, and default parentage laws apply.

476. A parent-child relationship will be established between McKenna and Baby Gabriel under the applicable laws of the state where she delivers him.

477. In the alternative, if Alaska law applies regardless of where she delivers Baby Gabriel, when she gives birth to him, a parent-child relationship will be established between McKenna and Baby Gabriel under Alaska law. Alaska Stat. § 25.20.050.

478. McKenna's conduct toward Baby Gabriel and her status as the mother carrying him in her womb, as outlined above, is supporting evidence of parentage.

479. A.B. and C.D.'s conduct in demanding that McKenna abort Baby Gabriel is evidence that tends to refute parentage.

480. A.B. and C.D.'s refusal to commit to life-saving treatment for Baby Gabriel is additional evidence that tends to refute parentage.

481. Based on their statements and demands, A.B. and C.D. are likely to refuse the treatment upon birth necessary to preserve and protect Baby Gabriel's life.

482. Considering the circumstances, it is in the best interest of Baby Gabriel to have McKenna recognized as Baby Gabriel's sole legal parent.

483. McKenna is thus the sole legal parent of Baby Gabriel.

WHEREFORE, McKenna is entitled to (1) a declaratory judgment under Alaska Stat. § 25.20.050 that she is the sole legal parent of Baby Gabriel and that A.B. and C.D. are not parents of Baby Gabriel; and (2) an award of permanent physical and legal custody of Baby Gabriel.

NINETEENTH CAUSE OF ACTION
(Custody – Psychological Parent)
McKenna against A.B. and C.D.

484. The preceding paragraphs 1–293 are realleged and incorporated by reference.

485. Under Alaska law, a third-party can obtain custody of a child as the child's "psychological parent," when the legal parent is unfit or "the welfare of the

child requires the child to be in the custody of the [psychological parent].” *Rosemarie P. v. Kelly B.*, 504 P.3d 260, 264–265 (Alaska 2021).

486. A psychological parent is “one who, on a day-to-day basis, through interaction, companionship, interplay, and mutuality, fulfills the child's psychological need for an adult.” *Id.* at 264 (citation modified).

487. To determine if one is a psychological parent, Alaska courts consider “the length of the relationship with the child, the age and opinion of the child, and whether there is a strong and heartfelt bond between the adult and child.” *Id.* (citation modified).

488. A psychological parent can be granted custody upon a showing that “the child would suffer clear detriment if placed in the sole custody of the [legal] parent.” *Id.* at 265.

489. In addition to being Baby Gabriel’s sole legal parent, McKenna is his psychological parent because she is the only mother he has known; she has carried him in her womb for months, sharing nutrition, oxygen, antibodies, and hormones with him; she will give birth to him; and she is the only adult who has consistently sought to give him a chance to live and thrive.

490. McKenna and Baby Gabriel share a “strong and heartfelt bond,” as shown by McKenna’s refusal to end his life when A.B. and C.D. wanted her to do so.

491. A.B. and C.D. have sought to end Baby Gabriel’s life and continue to refuse to commit to the lifesaving procedures he requires.

492. Even if a court determines that A.B. and C.D. are the legal parents of Baby Gabriel, he will suffer clear detriment if placed in their custody instead of with McKenna.

493. McKenna is therefore entitled to sole custody of Baby Gabriel.

WHEREFORE, McKenna is entitled to an award of permanent physical and legal custody of Baby Gabriel.

TWENTIETH CAUSE OF ACTION
(Declaratory and Injunctive Relief – Interim Medical Decision-Making
Authority and Protection of Baby Gabriel’s Life)
McKenna against A.B. and C.D.

494. The preceding paragraphs 1–293 are realleged and incorporated by reference.

495. Baby Gabriel’s heart condition, HLHS, will require immediate and complex medical intervention upon birth, including the Norwood procedure and subsequent staged reconstructive surgeries.

496. Under Section 28 of the Surrogacy Agreement, A.B. and C.D. claim sole authority over Baby Gabriel’s medical treatment upon birth, “including any decisions as to life support or other extraordinary medical treatment decisions.”

497. If that authority is recognized and enforced without safeguards, A.B. and C.D. may have the unilateral power to deny Baby Gabriel life-saving care.

498. A.B. and C.D.’s conduct creates a well-founded basis for concern that they will exercise that authority to deny or withhold life-saving treatment.

499. A.B. and C.D. demanded termination of the pregnancy upon learning of Baby Gabriel’s HLHS diagnosis.

500. A.B. stated that she and C.D. could not afford the costs of treatment.

501. A.B. and C.D. identified quality of life and life expectancy as their major driving factor in seeking termination.

502. A.B. and C.D. have refused to provide any binding commitment to authorize surgical intervention.

503. A.B. admitted that she only changed her mind regarding termination because McKenna decided not to undergo the abortion.

504. When asked directly whether they will commit to obtaining life-saving treatment, A.B. and C.D. through counsel have stated only that “[u]ltimate decisions as to the nature of treatments can not be made until the child is born,” and that A.B. and C.D. “may not disagree with lifesaving procedures.”

505. This carefully hedged double negative falls far short of a commitment to save Baby Gabriel’s life.

506. The concept of an intended parent—whether under the Surrogacy Agreement or under any applicable legal framework—presupposes a genuine intent to parent and raise the child.

507. An individual who manifests the intent to be legally recognized as a parent assumes the corresponding obligation to act in the child’s best interest, including the obligation to authorize medically necessary life-saving treatment.

508. A.B. and C.D.’s refusal to commit to life-saving care indicates they lack the intent to parent Baby Gabriel.

509. Alaska has a compelling interest in protecting the life and welfare of children within or expected to be within its jurisdiction.

510. This interest is sufficient to justify interim judicial intervention to ensure that Baby Gabriel receives life-saving medical care regardless of which party is ultimately determined to be his legal parent.

511. McKenna is the only actual or potential parent who has consistently advocated for Baby Gabriel’s life.

512. McKenna refused A.B. and C.D.’s demand to abort Baby Gabriel.

513. McKenna has researched treatment options, identified qualified medical facilities, and made arrangements for his care.

514. McKenna is a registered nurse with the training and commitment to ensure Baby Gabriel receives appropriate medical treatment.

515. It is in Baby Gabriel's best interest for McKenna to have interim authority to make medical decisions on his behalf.

516. Absent interim relief, there is an imminent risk that Baby Gabriel will be born and that the person or persons with legal authority over his medical care will fail to authorize the treatment necessary to save his life.

517. This risk constitutes irreparable harm that cannot be remedied after the fact.

WHEREFORE, McKenna requests that this Court (1) enter an order granting McKenna medical decision-making authority over Baby Gabriel, including the authority to consent to all medically necessary treatment upon birth, or (2) in the alternative, enter an order requiring A.B. and C.D. to authorize all medically recommended life-saving treatment and surgical intervention for Baby Gabriel upon birth, including the Norwood procedure and subsequent staged reconstructive surgeries. McKenna also requests that the Court (3) enter a declaration that A.B. and C.D. do not possess the intent to parent necessary to establish parental rights over Baby Gabriel.

TWENTY-FIRST CAUSE OF ACTION
(Unjust Enrichment)
McKenna against A.B. and C.D.

518. The preceding paragraphs 1–293 are realleged and incorporated by reference.

519. This cause of action is pled in the alternative to McKenna's breach-of-contract claim and in support of her claims that the Surrogacy Agreement is invalid and void.

520. If the Surrogacy Agreement is invalid and void, then there is no enforceable contract governing the parties' obligations, and McKenna's right to compensation for her services arises under principles of equity.

521. Under Alaska law, unjust enrichment requires: “(1) a benefit conferred upon the defendant by the plaintiff; (2) appreciation by the defendant of such benefit; and (3) acceptance and retention by the defendant of such benefit under such circumstances that it would be inequitable for him to retain it without paying the value thereof.” *Ware v. Ware*, 161 P.3d 1188, 1197 (Alaska 2007).

522. McKenna conferred a substantial benefit on A.B. and C.D. by undergoing medical procedures, becoming pregnant with Baby Gabriel, carrying the pregnancy for approximately nine months, attending all required medical appointments, complying with extensive lifestyle restrictions, and enduring the physical demands, risks, and discomforts of pregnancy—all at A.B. and C.D.’s request and for their benefit.

523. A.B. and C.D. accepted and retained the benefit of McKenna’s services.

524. Baby Gabriel will be born because of McKenna’s willingness to serve as a surrogate mother, her commitment to maintaining a healthy pregnancy, and her refusal to end his life.

525. It would be unjust for A.B. and C.D. to retain the benefit of McKenna’s services by being named the parents of Baby Gabriel without compensating her for the full value of her services, including the monthly payments that are being withheld and reimbursement of her medical bills, travel costs, and other expenses to safely deliver Baby Gabriel at an appropriate medical facility.

526. If A.B. and C.D. are deemed the legal parents, McKenna is entitled to the reasonable value of the gestational services she is providing, which is no less than the compensation contemplated by the Surrogacy Agreement and includes all unpaid monthly compensation, unreimbursed expenses, and other amounts that would have been due had the Agreement been performed.

WHEREFORE, McKenna is entitled to recovery under principles of unjust enrichment and quantum meruit for the reasonable value of her gestational services, in an amount to be proven at trial.

JURY DEMAND

Plaintiff demands trial by jury of all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

1. A declaratory judgment that the Abortion Clause is void and unenforceable;
2. A declaratory judgment that the Provider Selection Clause is void and unenforceable;
3. A declaratory judgment that the Residency and Travel Clauses are void and unenforceable;
4. A declaratory judgment that the Surrogacy Agreement is invalid, void, and unenforceable;
5. A temporary restraining order and preliminary and permanent injunctions prohibiting all defendants from enforcing any term of the Surrogacy Agreement;
6. A declaratory judgment that McKenna West is the legal parent of Baby Gabriel;
7. An award of temporary and permanent sole and exclusive physical and legal custody of Baby Gabriel to McKenna West;
8. Compensatory damages, punitive damages, and damages for breach of contract, including all unpaid compensation, expenses, and allowances due under the Surrogacy Agreement;

9. An order granting McKenna medical decision-making authority over Baby Gabriel, or, in the alternative, an order requiring A.B. and C.D. to authorize all medically recommended life-saving treatment and surgical intervention for Baby Gabriel upon birth;
10. A declaratory judgment that A.B. and C.D. do not possess the intent to parent necessary to establish parental rights;
11. Recovery under principles of unjust enrichment and quantum meruit for the reasonable value of McKenna's services;
12. Plaintiff's reasonable costs and expenses of this action, including attorneys' fees under Alaska Rule of Civil Procedure 82(a); and
13. All other further preliminary and final relief permitted at law and equity to which Plaintiff may be entitled.
14. Such other and further relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED June 24, 2026, at Anchorage, Alaska.

SYREN LAW OFFICES

s/ Les Syren

Syren Law Offices, ABA: 8911081
Attorney for Plaintiff McKenna West

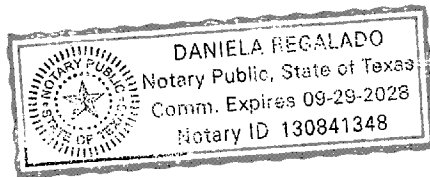
VERIFICATION

I, McKenna West, being first duly sworn, upon oath, depose and state: I am the plaintiff in the above-entitled action. I have read the foregoing allegations and know the contents thereof. I hereby verify that the foregoing allegations of which I have personal knowledge are complete, true, and correct, and would testify to their truth in court if called upon to do so.

06/24/26
Date

McKenna J West
McKenna West

SUBSCRIBED AND SWORN before me on this 24th day of June, 2026,
at DANUS, Texas.



[Signature]
Notary Public in and for Texas

My commission expires: 09-29-2028

APPENDIX Q

3AN-26-07180CI West, McKenna vs. A. B. et al DAN

- Case Type:
- Civil Superior Ct (3AN)
- Case Status:
- Open
- File Date:
- 06/04/2026
- Action:
- Other Contract
- Case Judge:
- Nesbett, David A
- Next Event:
-

- All Information
- Party
- Event
- Docket
- Financial
- Receipt
- Disposition

Party Information

West, McKenna
- Plaintiff

- DOB
-
- Disposition
-
- Disp Date
-

Alias

Party Attorney

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- NA21956
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- Attorney
- Barham, Travis C
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- NA21964
- Phone
-
- Attorney
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A. B.
- Defendant

- DOB
-
- Disposition
-
- Disp Date

Alias

Party Attorney

- Attorney
- Moudy, Julia D

•	• Bar Code • 9411112 • Phone • (907)277-5400 • Attorney • Simonian, Margaret • Bar Code • 9901001 • Phone • (907)277-5400
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C. D.
- Defendant

• • • Disposition • • Disp Date •	Alias Party Attorney • Attorney • Moudy, Julia D • Bar Code • 9411112 • Phone • (907)277-5400 • Attorney • Simonian, Margaret • Bar Code • 9901001 • Phone • (907)277-5400
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Ferrara, Victoria
- Defendant

• • • Disposition • • Disp Date •	Alias Party Attorney • Attorney • Gilmore, Chester • Bar Code • 0405015 • Phone • (907)222-7932 • Attorney • Gottstein, Samuel G • Bar Code • 1511099 • Phone • (907)222-7932
---	---

The Ferrara Law Group, PC
- Defendant

• • • Disposition • • Disp Date •	Alias Party Attorney • Attorney • Gilmore, Chester • Bar Code • 0405015 • Phone • (907)222-7932 • Attorney • Gottstein, Samuel G • Bar Code • 1511099 • Phone • (907)222-7932
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Worldwide Surrogacy Specialists, LLC
- Defendant

• • • Disposition • • Disp Date •	Alias Party Attorney • Attorney • Fineman, Beck S • Bar Code • NA22008 • Phone • (203)330-2072 • Attorney
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- Walker, Stacy L
- Bar Code
- 0005014
- Phone
- (907)272-9255

Colbert, Lori
- Defendant

- DOB
- Disposition
- Disp Date

[Alias](#)

Party Attorney

- Attorney
- Kuhlmann, Courtney A
- Bar Code
- 2511112
- Phone
- (907)563-8844
- Attorney
- Sandone, Megan N
- Bar Code
- 1005026
- Phone
- (907)563-8844

Colbert Family Law, LLC
- Defendant

- DOB
- Disposition
- Disp Date

[Alias](#)

Party Attorney

- Attorney
- Kuhlmann, Courtney A
- Bar Code
- 2511112
- Phone
- (907)563-8844
- Attorney
- Sandone, Megan N
- Bar Code
- 1005026
- Phone
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Events

Date/Time	Location	Type	Result	Event Judge
06/29/2026 09:00 AM	Courtroom 504, Nesbett Courthouse	Motion Hearing	Hearing Held	Nesbett, David A
09/03/2026 02:00 PM	Courtroom 504, Nesbett Courthouse	Preliminary Injunction Hearing		Nesbett, David A

Docket Information

Date	Docket Text
06/04/2026	Superior Court Filing Fee - \$250 Receipt: 2387448 Date: 06/04/2026
06/04/2026	Attorney Information Attorney Syren, Lester K representing Plaintiff West, McKenna as of 06/04/2026
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment A. B. (Defendant);
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment C. D. (Defendant);
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment Victoria Ferrara (Defendant);
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment The Ferrara Law Group, PC (Defendant);
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment Worldwide Surrogacy Specialists, LLC (Defendant);

<u>Date</u>	<u>Docket Text</u>
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment Lori Colbert (Defendant);
06/04/2026	Summons and Notice to Both Parties of Judicial Assignment Colbert Family Law, LLC (Defendant);
06/08/2026	PROOF OF SERVICE
06/08/2026	Entry of Appearance Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff);
06/08/2026	Demand for Jury Trial McKenna West (Plaintiff);
06/08/2026	Motion to File Confidential Exhibits Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #1
06/08/2026	Verified Complaint Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff);
06/08/2026	Motion to Issue Confidential Summons and Substitute Certain Party Names on Public Index Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #2
06/08/2026	Exhibit A Case Motion #1: Motion to File Confidential Exhibits
06/08/2026	Exhibit B Case Motion #1: Motion to File Confidential Exhibits
06/08/2026	Exhibit C Case Motion #1: Motion to File Confidential Exhibits
06/08/2026	Exhibits - Summons Case Motion #2: Motion to Issue Confidential Summons and Substitute Certain Party Names on Public Index
06/10/2026	Return of Service - Summons Served On: 6/6/2026 Lori Colbert (Defendant);
06/10/2026	Return of Service - Summons Served On: 6/6/2026 Colbert Family Law, LLC (Defendant);
06/10/2026	Motion for Temporary Restraining Order and Preliminary Injunction Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #3
06/10/2026	Motion to File Confidential Exhibits Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #4
06/10/2026	Exhibit A Case Motion #4: Motion to File Confidential Exhibits
06/10/2026	PROOF OF SERVICE
06/10/2026	Exhibit B Case Motion #4: Motion to File Confidential Exhibits
06/10/2026	Exhibit C Case Motion #4: Motion to File Confidential Exhibits
06/10/2026	Exhibit D Case Motion #4: Motion to File Confidential Exhibits
06/10/2026	Certificate of Service (linked to motion) Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction, Case Motion #4: Motion to File Confidential Exhibits
06/12/2026	Certificate of Service (linked to motion) Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction, Case Motion #4: Motion to File Confidential Exhibits

<u>Date</u>	<u>Docket Text</u>
06/12/2026	PROOF OF SERVICE
06/12/2026	Attorney Information Attorney Simonian, Margaret representing Defendant A. B. as of 06/12/2026
06/12/2026	Attorney Information Attorney Moudy, Julia D representing Defendant A. B. as of 06/12/2026
06/12/2026	Attorney Information Attorney Simonian, Margaret representing Defendant C. D. as of 06/12/2026
06/12/2026	Attorney Information Attorney Moudy, Julia D representing Defendant C. D. as of 06/12/2026
06/12/2026	Entry of Appearance Margaret Simonian (Attorney) on behalf of A. B., C. D. (Defendant); Julia D Moudy (Attorney) on behalf of A. B., C. D. (Defendant)
06/12/2026	PROOF OF SERVICE
06/12/2026	[CURED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Allison Pope] Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #5
06/12/2026	[CURED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Erik Baptist] Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #6
06/12/2026	Certificate of Service (linked to motion) Case Motion #5: Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Allison Pope] , Case Motion #6: Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Erik Baptist]
06/12/2026	PROOF OF SERVICE
06/15/2026	[CURED] Civil Deficiency Memo mailed re: Motions to Appear Pro Hac Vice 6/12/2026 [CURED] 1 You did not serve the other side. You must give the other side in the case copies of every document you file in court. This is called "service." Do one of the following: • If you are using TrueFiling, and the other side is also using TrueFiling or provided an email address to the court, you can complete service in TrueFiling; or • Fill out the certificate of service section at the end of the form; or • File a separate certificate of service form that includes: the documents served, who you served, when you did service, and how you provided copies to the other side in the case. You can use Certificate of Service (form TF-700), available at ak-courts.info/tf700. Civil Rules 5(f) and 5.1(c)(3). Administrative Bulletin 92. 1 You did not file a Proposed order for you motions. Please file Proposed Orders for both Motions to Appear Pro Hac Vice. Civil Rules 5 and 77. Civil Deficiency Memo (6/25) Sent on: 06/15/2026 09:00:26.06
06/15/2026	Order Granting Motion to File Confidential Exhibits West, McKenna Case Motion #1 Motion to File Confidential Exhibits
06/15/2026	Order Granting Motion to Issue Confidential Summons and Substitute Certain Party Names on Public Index West, McKenna Case Motion #2 Motion to Issue Confidential Summons and Substitute Certain Party Names on Public Index
06/16/2026	Certificate of Service (linked to motion) Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #5: [LODGED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Allison Pope] , Case Motion #6: [LODGED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Erik Baptist]
06/16/2026	PROOF OF SERVICE
06/16/2026	Notice of Cure of Deficiency Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff);
06/17/2026	[CURED] Civil Deficiency Memo mailed re: Motions to Appear Pro Hac Vice 6/12/2026

<u>Date</u>	<u>Docket Text</u>
	1 You did not file a proposed order with your request, motion, or opposition. File a proposed order, provide the other side in the case with a copy, and file a certificate of service showing when and how you gave a copy to the other side. You can use Certificate of Service (form TF-700), available at ak-courts.info/tf700. Civil Rule 77. Civil Deficiency Memo (6/25) Sent on: 06/17/2026 08:54:34.15
06/17/2026	Attorney Information Attorney Sandone, Megan N representing Defendant Colbert Family Law, LLC as of 06/17/2026
06/17/2026	Attorney Information Attorney Sandone, Megan N representing Defendant Colbert, Lori as of 06/17/2026
06/17/2026	Entry of Appearance Attorney: Sandone, Megan N (1005026) Lori Colbert (Defendant); Colbert Family Law, LLC (Defendant);
06/17/2026	PROOF OF SERVICE
06/17/2026	Notice Regarding Response to Plaintiff's Motion Participant(s): Judge David A Nesbett
06/17/2026	Attorney Information Attorney Kuhlmann, Courtney A representing Defendant Colbert, Lori as of 06/17/2026
06/17/2026	Attorney Information Attorney Kuhlmann, Courtney A representing Defendant Colbert Family Law, LLC as of 06/17/2026
06/18/2026	Notice of Cure of Deficiency Case Motion #5: [CURED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Allison Pope] , Case Motion #6: [CURED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Erik Baptist]
06/18/2026	PROOF OF SERVICE
06/22/2026	Order Granting Motion for Temporary Restraining Order and Preliminary Injunction West, McKenna Case Motion #3 Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Order Granting Motion to File Confidential Exhibits West, McKenna Case Motion #4 Motion to File Confidential Exhibits
06/22/2026	Motion to Accept Overlength Opposition to Motion for TRO and Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #7
06/22/2026	PROOF OF SERVICE
06/22/2026	[ACCEPTED] Opposition to Motion for Temporary Restraining Order and Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Notice of Filing Unsigned Affidavits Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction, Case Motion #7: Motion to Accept Overlength Opposition to Motion for TRO and Preliminary Injunction
06/22/2026	Affidavit of: C.D. Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Affidavit of: A.B. Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Affidavit of Julia D. Moudy Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Affidavit of Julia D. Moudy In Support of: Case Motion #7: Motion to Accept Overlength Opposition to Motion for TRO and Preliminary Injunction
06/22/2026	Motion to Accept as Confidential Exhibits 1-8 to Opposition to Motion for Temporary Restraining Order and Preliminary Injunction Attorney: Simonian, Margaret (9901001) A. B. (Defendant); C. D. (Defendant);

<u>Date</u>	<u>Docket Text</u>
	Filing Party: A. B.; C. D. Case Motion #8
06/22/2026	Exhibits 1-5 Case Motion #8: Motion to Accept as Confidential Exhibits 1-8 to Opposition to Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Exhibits 6-8 Case Motion #8: Motion to Accept as Confidential Exhibits 1-8 to Opposition to Motion for Temporary Restraining Order and Preliminary Injunction
06/22/2026	Proposed Order Not Used (Not Linked to Motion) Order Denying Plaintiff's Motion for TRU and Preliminary Injunction
06/22/2026	Order Granting Motion to Accept Overlength Opposition to Motion for TRO and Preliminary Injunction A. B. Case Motion #7 Motion to Accept Overlength Opposition to Motion for TRO and Preliminary Injunction
06/22/2026	Order Granting Motion to Accept as Confidential Exhibits 1-8 to Opposition to Motion for Temporary Restraining Order and Preliminary Injunction A. B. Case Motion #8 Motion to Accept as Confidential Exhibits 1-8 to Opposition to Motion for Temporary Restraining Order and Preliminary Injunction
06/23/2026	Motion to Appear Pro Hac Vice on Behalf of Plaintiff [James Compton] Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #9
06/23/2026	Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Lincoln Davis Wilson] Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #10
06/23/2026	PROOF OF SERVICE
06/23/2026	Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Robert J Bucknam] Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #11
06/24/2026	Motion to File Confidential Exhibits to First Amended Verified Complaint Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #12
06/24/2026	PROOF OF SERVICE
06/24/2026	Certificate of Service (linked to motion) Case Motion #12: Motion to File Confidential Exhibits to First Amended Verified Complaint
06/24/2026	Exhibits A Case Motion #12: Motion to File Confidential Exhibits to First Amended Verified Complaint
06/24/2026	Exhibits B Case Motion #12: Motion to File Confidential Exhibits to First Amended Verified Complaint
06/24/2026	Exhibits C Case Motion #12: Motion to File Confidential Exhibits to First Amended Verified Complaint
06/24/2026	[ACCEPTED by the Court] First Amended Verified Complaint Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff);
06/24/2026	[CURED] Civil Deficiency Memo mailed re: First Amended Complaint 6/24/2026 1 You filed an Amended Complaint with the courts. However, a defendant has appeared in this case. You must file a Motion to Amend in order to amend your complaint. Civil Rule 15 Civil Deficiency Memo (6/25) Sent on: 06/24/2026 16:08:41.74
06/24/2026	Motion to Set Aside Temporary Restraining Order Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant);

<u>Date</u>	<u>Docket Text</u>
	Filing Party: A. B.; C. D. Case Motion #13
06/24/2026	Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #14
06/24/2026	PROOF OF SERVICE
06/24/2026	Affidavit of Julia D Moudy Case Motion #13: Motion to Set Aside Temporary Restraining Order, Case Motion #14: Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order
06/24/2026	Exhibit 1 Case Motion #14: Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order
06/24/2026	Exhibit 9-13 Case Motion #13: Motion to Set Aside Temporary Restraining Order
06/24/2026	Motion to Accept Overlength Motion to Set Aside Temporary Restraining Order Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #15
06/24/2026	Affidavit of Counsel Case Motion #15: Motion to Accept Overlength Motion to Set Aside Temporary Restraining Order
06/24/2026	PROOF OF SERVICE
06/24/2026	Proposed Order Not Used (Not Linked to Motion) Order Granting Motion to Set Aside TRO
06/25/2026	Opposition to Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #14: Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order
06/25/2026	PROOF OF SERVICE
06/25/2026	Order Granting Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order A. B. Case Motion #14 Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order
06/25/2026	Notice of Filing Signed Affidavits Attorney: Moudy, Julia D (9411112) Attorney: Simonian, Margaret (9901001) A. B. (Defendant); C. D. (Defendant); Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/25/2026	Affidavit of A. B. (Defendant); Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/25/2026	Affidavit of C. D. (Defendant); Case Motion #3: Motion for Temporary Restraining Order and Preliminary Injunction
06/25/2026	PROOF OF SERVICE
06/25/2026	Declaration of Lincoln Davis Wilson In Opposition to: Case Motion #14: Motion for Expedited Consideration of: Motion to Set Aside Temporary Restraining Order
06/26/2026	Motion to Strike Affidavit of Robert Walmsley Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #16
06/26/2026	Declaration of Lincoln Davis Wilson In Support of: Case Motion #16: Motion to Strike Affidavit of Robert Walmsley
06/26/2026	PROOF OF SERVICE
06/26/2026	Motion to File Confidential Exhibit Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #17

<u>Date</u>	<u>Docket Text</u>
06/26/2026	Exhibit 1 Case Motion #16: Motion to Strike Affidavit of Robert Walmsley, Case Motion #17: Motion to File Confidential Exhibit
06/26/2026	Certificate of Service (linked to motion) Case Motion #16: Motion to Strike Affidavit of Robert Walmsley, Case Motion #17: Motion to File Confidential Exhibit
06/26/2026	PROOF OF SERVICE
06/29/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Plaintiff [James Compton] West, McKenna Case Motion #9 Motion to Appear Pro Hac Vice on Behalf of Plaintiff [James Compton]
06/29/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Lincoln Davis Wilson] West, McKenna Case Motion #10 Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Lincoln Davis Wilson]
06/29/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Robert J Bucknam] West, McKenna Case Motion #11 Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Robert J Bucknam]
06/29/2026	Order Granting Motion to File Confidential Exhibits to First Amended Verified Complaint West, McKenna Case Motion #12 Motion to File Confidential Exhibits to First Amended Verified Complaint
06/29/2026	Order Granting Motion to Set Aside Temporary Restraining Order A. B. Case Motion #13 [LODGED - Pending M#15] Motion to Set Aside Temporary Restraining Order
06/29/2026	Order Granting Motion to Accept Overlength Motion to Set Aside Temporary Restraining Order A. B. Case Motion #15 Motion to Accept Overlength Motion to Set Aside Temporary Restraining Order
06/29/2026	Order Denying Motion to Strike Affidavit of Robert Walmsley West, McKenna Case Motion #16 Motion to Strike Affidavit of Robert Walmsley
06/29/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Erik Baptist] West, McKenna Case Motion #6 [CURED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Erik Baptist]
06/29/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Allison Pope] West, McKenna Case Motion #5 [CURED] Motion to Appear Pro Hac Vice on Behalf of Plaintiff [Allison Pope]
06/29/2026	ORDER GRANTING DEFENDANTS A.B. AND C.D.'S MOTION TO SET ASIDE TEMPORARY RESTRAINING ORDER Case Motion #13: [LODGED - Pending M#15] Motion to Set Aside Temporary Restraining Order
06/29/2026	Order Granting Motion to File Confidential Exhibit West, McKenna Case Motion #17 Motion to File Confidential Exhibit
06/29/2026	Reply to Response to Motion to Set Aside TRO Attorney: Simonian, Margaret (9901001)

<u>Date</u>	<u>Docket Text</u>
	Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Case Motion #13: Motion to Set Aside Temporary Restraining Order
06/29/2026	Log Notes: Motion Hearing
06/29/2026	Exhibit 14 Case Motion #13: Motion to Set Aside Temporary Restraining Order
06/29/2026	PROOF OF SERVICE
06/29/2026	Notice of Filing Unsigned Affidavit Case Motion #13: Motion to Set Aside Temporary Restraining Order
06/29/2026	Motion to File Confidential Exhibit to Notice of California Proceedings Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #18
06/29/2026	Exhibit 1 Case Motion #18: Motion to File Confidential Exhibit to Notice of California Proceedings
06/29/2026	Notice of California Proceedings Case Motion #18: Motion to File Confidential Exhibit to Notice of California Proceedings
06/29/2026	PROOF OF SERVICE
06/29/2026	Notice of Errata Case Motion #13: Motion to Set Aside Temporary Restraining Order
06/29/2026	PROOF OF SERVICE
06/29/2026	Attorney Information Attorney Baptist, Erika representing Plaintiff West, McKenna as of 06/29/2026
06/29/2026	Attorney Information Attorney Pope, Allison representing Plaintiff West, McKenna as of 06/29/2026
06/29/2026	Attorney Information Attorney Compton, James representing Plaintiff West, McKenna as of 06/29/2026
06/29/2026	Attorney Information Attorney Wilson, Lincoln Davis representing Plaintiff West, McKenna as of 06/29/2026
06/29/2026	Attorney Information Attorney Buckman, Robert J representing Plaintiff West, McKenna as of 06/29/2026
06/30/2026	Notice of: Non-Deficiency [Response to Deficiency Sent 6/24/2026] Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff);
06/30/2026	PROOF OF SERVICE
06/30/2026	Return of Service - Summons Served On: 6/26/2026 Signed by: Eric Rubin The Ferrara Law Group, PC (Defendant);
06/30/2026	Return of Service - Summons Served On: 6/30/2026 Signed By: Eric Rubin Worldwide Surrogacy Specialists, LLC (Defendant);
06/30/2026	Return of Service - Summons Served On: 6/26/2026 Signed By: Eric Rubin Victoria Ferrara (Defendant);
06/30/2026	Notice of: Service of Process Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff);
06/30/2026	PROOF OF SERVICE
07/07/2026	CD/Tape Duplication Receipt: 2396104 Date: 07/07/2026
07/10/2026	Attorney Information Attorney Gilmore, Chester representing Defendant Ferrara, Victoria as of 07/10/2026
07/10/2026	Attorney Information Attorney Gilmore, Chester representing Defendant The Ferrara Law Group, PC as of 07/10/2026
07/10/2026	Attorney Information Attorney Gottstein, Samuel G representing Defendant Ferrara, Victoria as of 07/10/2026
07/10/2026	Attorney Information Attorney Gottstein, Samuel G representing Defendant The Ferrara Law Group, PC as of 07/10/2026

<u>Date</u>	<u>Docket Text</u>
07/10/2026	Unopposed Motion for: Extension to File Answer Attorney: Gilmore, Chester (0405015) Victoria Ferrara (Defendant); The Ferrara Law Group, PC (Defendant); Filing Party: Ferrara, Victoria; The Ferrara Law Group, PC Case Motion #19
07/10/2026	Entry of Appearance
07/10/2026	PROOF OF SERVICE
07/10/2026	Demand for Jury Trial
07/13/2026	Order Granting Unopposed Motion for: Extension to File Answer Ferrara, Victoria Case Motion #19 Unopposed Motion for: Extension to File Answer
07/13/2026	Order Granting Motion to File Confidential Exhibit to Notice of California Proceedings West, McKenna Case Motion #18 Motion to File Confidential Exhibit to Notice of California Proceedings
07/13/2026	Return of Service - Summons Served On: 6/5/2026 C. D. (Defendant);
07/13/2026	Return of Service - Summons Served On: 6/5/2026 A. B. (Defendant);
07/13/2026	PROOF OF SERVICE
07/13/2026	Defendants' A.B. and C.D.'s Answer to Plaintiff's First Amended Verified Complaint and Counterclaims Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant);
07/13/2026	PROOF OF SERVICE
07/14/2026	Motion to Appear Pro Hac Vice on Behalf of Plaintiff Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #20
07/14/2026	PROOF OF SERVICE
07/17/2026	PROOF OF SERVICE
07/17/2026	Notice of Factual Development
07/20/2026	Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #21
07/20/2026	M#21 Confidential Exhibits Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/20/2026	PROOF OF SERVICE
07/20/2026	Motion for Expedited Consideration of Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #22
07/20/2026	Defendants A.B. and C.D.'s Motion to Accept Overlength Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #23
07/20/2026	Affidavit of Julia D. Moudy Case Motion #22: Motion for Expedited Consideration of Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place

<u>Date</u>	<u>Docket Text</u>
	of Birth and TRO/Preliminary Injunction
07/20/2026	Affidavit of Julia D. Moudy Case Motion #23: Defendants A.B. and C.D.'s Motion to Accept Overlength Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/20/2026	Proposed Order Not Used (Not Linked to Motion) Order re Motion for Declaratory Judgment on Place of Birth and TRO and Preliminary Injunction
07/21/2026	Order Granting Motion for Expedited Consideration of Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction A. B. Case Motion #22 Motion for Expedited Consideration of Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/21/2026	Order Granting Defendants A.B. and C.D.'s Motion to Accept Overlength Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction A. B. Case Motion #23 Defendants A.B. and C.D.'s Motion to Accept Overlength Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/23/2026	Response in Opposition to Motion for Declaratory Restraining Order or Preliminary Injunction Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/23/2026	PROOF OF SERVICE
07/23/2026	Exhibits 1-5 In Opposition to: Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/23/2026	Exhibits 6-18 In Opposition to: Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/23/2026	PROOF OF SERVICE
07/23/2026	Motion to Filing Confidential Exhibits to Response in Opposition to Motion for Declaratory Restraining Order or Preliminary Injunction Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #24
07/23/2026	Motion to Accept Overlength and Late-Filed Response in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order or Preliminary Injunction Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #25
07/23/2026	PROOF OF SERVICE
07/23/2026	Proposed Order Not Used (Not Linked to Motion) Proposed Order Denying Motion for Decl. J. and TRO or PI
07/24/2026	Certified Copies Made per Admin Rule 9 (e)(2) For a single document \$10 For each additional certified copy of the document requested at the same time \$3 Receipt: 2401135 Date: 07/24/2026
07/24/2026	Defendants A.B. and C.D.'s Reply in Support of Motion for Declaratory Judgment and TRO/Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/24/2026	Defendants' A.B. and C.D.'s Motion to Accept Overlength Reply in Support of Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) Filing Party: A. B.; C. D. Case Motion #26
07/24/2026	PROOF OF SERVICE

<u>Date</u>	<u>Docket Text</u>
07/24/2026	Affidavit of Julia D. Moudy Case Motion #26: Defendants' A.B. and C.D.'s Motion to Accept Overlength Reply in Support of Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/24/2026	CONFIDENTIAL Exhibit/Attachment Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/25/2026	Motion to File Confidential Exhibits to Surreply in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order Preliminary Injunction Attorney: Syren, Lester K (8911081) Filing Party: West, McKenna Case Motion #27
07/25/2026	Motion to Accept 3-Page Surreply in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order or Preliminary Injunction Attorney: Syren, Lester K (8911081) Filing Party: West, McKenna Case Motion #28
07/25/2026	PROOF OF SERVICE
07/25/2026	Surreply in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order or Preliminary Injunction Attorney: Syren, Lester K (8911081) Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/25/2026	CONFIDENTIAL Exhibit/Attachment Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/27/2026	Defendants A.B. and C.D.'s Objection to Plaintiff's Surreply in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order or Preliminary Injunction and Response Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/27/2026	CONFIDENTIAL Exhibit/Attachment Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/27/2026	PROOF OF SERVICE
07/27/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Plaintiff West, McKenna Case Motion #20 Motion to Appear Pro Hac Vice on Behalf of Plaintiff
07/27/2026	Order Granting Motion to File Confidential Exhibits to Response in Opposition to Motion for Declaratory Restraining Order or Preliminary Injunction West, McKenna Case Motion #24 Motion to File Confidential Exhibits to Response in Opposition to Motion for Declaratory Restraining Order or Preliminary Injunction
07/27/2026	Order Granting Motion to Accept Overlength and Late-Filed Response in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order or Preliminary Injunction West, McKenna Case Motion #25 Motion to Accept Overlength and Late-Filed Response in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order or Preliminary Injunction
07/27/2026	Order Granting Defendants' A.B. and C.D.'s Motion to Accept Overlength Reply in Support of Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction A. B. Case Motion #26 Defendants' A.B. and C.D.'s Motion to Accept Overlength Reply in Support of Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/27/2026	Order Granting Motion to File Confidential Exhibits to Surreply in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order Preliminary Injunction West, McKenna

<u>Date</u>	<u>Docket Text</u>
	Case Motion #27 Motion to File Confidential Exhibits to Surreply in Opposition to Motion for Declaratory Judgment and Temporary Restraining Order Preliminary Injunction
07/27/2026	Order Granting Motion to Accept 3-Page Surreply in Opposition to Motion for Declaratory Judgment and Temporaray Restraining Order or Reliminary Injunction West, McKenna Case Motion #28 Motion to Accept 3-Page Surreply in Opposition to Motion for Declaratory Judgment and Temporaray Restraining Order or Reliminary Injunction
07/27/2026	Proposed Order Not Used (Not Linked to Motion) AB and CD's Proposed Order regarding Objection to Plaintiff's Surreply in Opposition to Motion for Declaratory Judgment and TRO or Preliminary Injunction and Response
07/27/2026	Order Granting Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction in Part - proposed order not used A. B. Case Motion #21 Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/27/2026	ORDER ON DEFENDANTS A.B. AND C.D.'S MOTION FOR DECLARATORY JUDGMENT ON PLACE OF BIRTH Case Motion #21: Defendants A.B. and C.D.'s Motion for Declaratory Judgment on Place of Birth and TRO/Preliminary Injunction
07/27/2026	Motion for Extension of Time of Time to Answer or Otherwise Respond to Counter-Claims Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #29
07/27/2026	Motion for Expedited Consideration of: Motion for Extension of Time of Time to Answer or Otherwise Respond to Counter-Claims Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #30
07/27/2026	PROOF OF SERVICE
07/27/2026	Attorney Information Attorney Lorence, Jenna Marie representing State of Alaska as of 07/27/2026
07/27/2026	State of Alaska's Statement of Interest Attorney: Lorence, Jenna Marie (2605064) State of Alaska (Non-Party Participant);
07/27/2026	PROOF OF SERVICE
07/27/2026	Notice of Objection and Motion to Strike State of Alaska's Statement of Interest Attorney: Moudy, Julia D (9411112) Attorney: Simonian, Margaret (9901001) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #31
07/27/2026	PROOF OF SERVICE
07/28/2026	Order Granting Motion for Expedited Consideration of: Motion for Extension of Time of Time to Answer or Otherwise Respond to Counter-Claims West, McKenna Case Motion #30 Motion for Expedited Consideration of: Motion for Extension of Time of Time to Answer or Otherwise Respond to Counter-Claims
07/28/2026	Order Granting Motion for Extension of Time of Time to Answer or Otherwise Respond to Counter-Claims West, McKenna Case Motion #29 Motion for Extension of Time of Time to Answer or Otherwise Respond to Counter-Claims
07/28/2026	Certified Copies Made per Admin Rule 9 (e)(2) For a single document \$10 For each additional certified copy of the document requested at the same time \$3 Receipt: 2402034 Date: 07/28/2026

<u>Date</u>	<u>Docket Text</u>
07/29/2026	Motion for Protective Order to Quash Notices of Deposition Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #32
07/29/2026	PROOF OF SERVICE
07/29/2026	Motion to File Confidential Exhibits in Support of Motion for Protective Order to Quash Notices of Deposition Attorney: Syren, Lester K (8911081) Filing Party: West, McKenna Case Motion #33
07/29/2026	CONFIDENTIAL Exhibit 1 to Motion #32 Motion to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 2 to Motion #32 to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 3 to Motion # 32 to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 4 - Motion #32 to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 5 - Motion #32 to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 6 - Motion #32 to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 7 - Motion #32 to Quash Attorney: Syren, Lester K (8911081) Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	CONFIDENTIAL Exhibit 8 - Motion #32 to Quash Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/29/2026	Unopposed Motion to Expedite Motion for Protective Order Quashing Notices of Deposition Attorney: Syren, Lester K (8911081) Filing Party: West, McKenna Case Motion #34
07/29/2026	PROOF OF SERVICE
07/29/2026	Order Granting Unopposed Motion to Expedite Motion for Protective Order Quashing Notices of Deposition West, McKenna Case Motion #34 Unopposed Motion to Expedite Motion for Protective Order Quashing Notices of Deposition
07/29/2026	Attorney Information Attorney Barham, Travis C representing Plaintiff West, McKenna as of 07/29/2026
07/30/2026	Response to Motion for Protective Order to Quash Notices of Deposition Attorney: Gilmore, Chester (0405015) Victoria Ferrara (Defendant); The Ferrara Law Group, PC (Defendant); Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/30/2026	PROOF OF SERVICE
07/30/2026	[ACCEPTED] Opposition to Motion for Protective Order to Quash Notices of Deposition Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/30/2026	Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #35
07/30/2026	PROOF OF SERVICE
07/30/2026	Motion to Accept Overlength Pleadings Attorney: Simonian, Margaret (9901001)

<u>Date</u>	<u>Docket Text</u>
	Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #36
07/30/2026	Confidential Exhibits Case Motion #32: Motion for Protective Order to Quash Notices of Deposition, Case Motion #35: Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders
07/30/2026	Confidential Exhibits Case Motion #36: Motion to Accept Overlength Pleadings
07/30/2026	Proposed Order Not Used (Not Linked to Motion) Proposed Order Denying Protective Order to Quash Notices of Deposition
07/30/2026	Proposed Order Not Used (Not Linked to Motion) Proposed Order Granting Cross Motion to Enforce
07/31/2026	Reply in Support of Motion for Protective Order to Quash Notices of Deposition Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #32: Motion for Protective Order to Quash Notices of Deposition
07/31/2026	Opposition to Motion for Overlength Brief Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #36: Motion to Accept Overlength Pleadings
07/31/2026	PROOF OF SERVICE
07/31/2026	Opposition to Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #35: Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders
07/31/2026	[Accepted] Confidential Exhibits Case Motion #35: Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders, Case Motion #36: Motion to Accept Overlength Pleadings
07/31/2026	Motion to File Confidential Exhibits in Support of Motion for Protective Order to Quash Notices of Deposition Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #37
07/31/2026	Order Granting Motion for Protective Order to Quash Notices of Deposition West, McKenna Case Motion #32 Motion for Protective Order to Quash Notices of Deposition
07/31/2026	Order Granting Motion to File Confidential Exhibits in Support of Motion for Protective Order to Quash Notices of Deposition West, McKenna Case Motion #33 Motion to File Confidential Exhibits in Support of Motion for Protective Order to Quash Notices of Deposition
07/31/2026	Order Denying Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders A. B. Case Motion #35 Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders
07/31/2026	Order Granting Motion to Accept Overlength Pleadings A. B. Case Motion #36 Motion to Accept Overlength Pleadings
07/31/2026	Order Granting Motion to File Confidential Exhibits in Support of Motion for Protective Order to Quash Notices of Deposition West, McKenna Case Motion #37 Motion to File Confidential Exhibits in Support of Motion for Protective Order to Quash Notices of Deposition
07/31/2026	Amended Order Denying Cross Motion Case Motion #35: Cross-Motion to Enforce Contractual Non-Interference Obligations and Enforcement of Court Orders
07/31/2026	Proposed Order Not Used (Not Linked to Motion) 2026.07.31 MWvAB Proposed Order Denying Overlength Brief_final

<u>Date</u>	<u>Docket Text</u>
08/05/2026	Unopposed Motion for: Extension to File Answer Attorney: Gilmore, Chester (0405015) Victoria Ferrara (Defendant); The Ferrara Law Group, PC (Defendant); Filing Party: Ferrara, Victoria; The Ferrara Law Group, PC Case Motion #38
08/05/2026	PROOF OF SERVICE
08/05/2026	Motion to Reconsider Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #39
08/05/2026	Motion for Expedited Consideration of: Motion to Reconsider Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #40
08/05/2026	PROOF OF SERVICE
08/05/2026	Declaration Supporting: Case Motion #40: Motion for Expedited Consideration of: Motion to Reconsider
08/05/2026	Attorney Information Attorney Walker, Stacy L representing Defendant Worldwide Surrogacy Specialists, LLC as of 08/05/2026
08/05/2026	PROOF OF SERVICE
08/05/2026	Entry of Appearance
08/05/2026	Proposed Order Not Used (Not Linked to Motion) MWvAB Proposed Order Granting Mot. to Reconsider_Final
08/06/2026	Order Granting Motion for Expedited Consideration of: Motion to Reconsider West, McKenna Case Motion #40 Motion for Expedited Consideration of: Motion to Reconsider
08/06/2026	Motion to Appear Pro Hac Vice on Behalf of Defendant Worldwide Surrogacy Specialists, LLC Attorney: Walker, Stacy L (0005014) Worldwide Surrogacy Specialists, LLC (Defendant); Filing Party: Worldwide Surrogacy Specialists, LLC Case Motion #41
08/06/2026	PROOF OF SERVICE
08/06/2026	Order Granting Unopposed Motion for: Extension to File Answer Ferrara, Victoria Case Motion #38 Unopposed Motion for: Extension to File Answer
08/07/2026	Opposition to Motion to Reconsider Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Case Motion #39: Motion to Reconsider
08/07/2026	Confidential Exhibit Case Motion #39: Motion to Reconsider
08/07/2026	PROOF OF SERVICE
08/07/2026	Proposed Order Not Used (Not Linked to Motion) Order regarding Opposition to Motion to Reconsider
08/10/2026	Reply in Support of Motion to Reconsider Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #39: Motion to Reconsider
08/10/2026	PROOF OF SERVICE
08/10/2026	ORDER DENYING PLAINTIFF'S MOTION TO RECONSIDER THE COURT'S JUNE 29, 2026 ORDER Case Motion #39: Motion to Reconsider
08/10/2026	Order Denying Motion to Reconsider - proposed order not used West, McKenna

<u>Date</u>	<u>Docket Text</u>
	Case Motion #39 Motion to Reconsider
08/12/2026	Order Denying Motion to Strike State of Alaska's Statement of Interest A. B. Case Motion #31 Notice of Objection and Motion to Strike State of Alaska's Statement of Interest
08/14/2026	Answer Attorney: Gilmore, Chester (0405015) Victoria Ferrara (Defendant); The Ferrara Law Group, PC (Defendant);
08/14/2026	PROOF OF SERVICE
08/17/2026	Motion to Dismiss Attorney: Walker, Stacy L (0005014) Worldwide Surrogacy Specialists, LLC (Defendant); Filing Party: Worldwide Surrogacy Specialists, LLC Case Motion #42
08/17/2026	Memorandum in Support of: Case Motion #42: Motion to Dismiss
08/17/2026	PROOF OF SERVICE
08/17/2026	Motion to Accept Overlength Motion to Dismiss Counterclaims Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #43
08/17/2026	Declaration of Travis C. Barham In Support of: Case Motion #43: Motion to Accept Overlength Motion to Dismiss Counterclaims
08/17/2026	PROOF OF SERVICE
08/18/2026	[ACCEPTED] Motion to Dismiss Counterclaims Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #44
08/18/2026	[Duplicate] Motion to Accept Overlength Motion to Dismiss Counterclaims Case Motion #43: Motion to Accept Overlength Motion to Dismiss Counterclaims
08/18/2026	PROOF OF SERVICE
08/18/2026	[LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #45
08/18/2026	PROOF OF SERVICE
08/18/2026	Motion to Accept Overlength Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #46
08/18/2026	[ACCEPTED] Affidavit of Julia D. Moudy Case Motion #45: Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/18/2026	[ACCEPTED] Confidentialia Exhibits A-G Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/18/2026	Affidavit of Julia D. Moudy Case Motion #46: Motion to Accept Overlength Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/18/2026	Proposed Order Not Used (Not Linked to Motion) Order Granting Defendants A.B and C.D.'s Motion for TRO and Preliminary Injunction Prohibiting Plaintiff From Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/19/2026	Opposition to Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage

<u>Date</u>	<u>Docket Text</u>
	Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/19/2026	Opposition Exhibits 1-3 Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/19/2026	PROOF OF SERVICE
08/19/2026	Reply in Support of Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/19/2026	Confidential Exhibits H-J Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/19/2026	PROOF OF SERVICE
08/19/2026	Proposed Order Not Used (Not Linked to Motion) 2026.08.19 MWvAB Proposed Order Denying TRO re TX
08/20/2026	Motion to Accept 2-Page Surreply in Opposition to Motion for Temporary Restraining Order and Preliminary Injunction Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #47
08/20/2026	[ACCEPTED] Sur-Reply in Opposition to Motion for Temporary Preliminary Injunction Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/20/2026	PROOF OF SERVICE
08/20/2026	Notice of Filing Supplemental Exhibit to: Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/20/2026	Confidential Exhibit K Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/20/2026	PROOF OF SERVICE
08/21/2026	Order Granting Motion to Appear Pro Hac Vice on Behalf of Defendant Worldwide Surrogacy Specialists, LLC Worldwide Surrogacy Specialists, LLC Case Motion #41 Motion to Appear Pro Hac Vice on Behalf of Defendant Worldwide Surrogacy Specialists, LLC
08/21/2026	Attorney Information Attorney Fineman, Beck S representing Defendant Worldwide Surrogacy Specialists, LLC as of 08/21/2026
08/25/2026	ORDER ON DEFENDANTS A.B. AND C.D.'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION Case Motion #45: [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/25/2026	Order Granting Motion to Accept Overlength Motion to Dismiss Counterclaims West, McKenna Case Motion #43 Motion to Accept Overlength Motion to Dismiss Counterclaims
08/25/2026	Order Granting Motion to Accept Overlength Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage A. B. Case Motion #46 Motion to Accept Overlength Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/25/2026	Order Granting Motion to Accept 2-Page Surreply in Opposition to Motion for Temporary Restraining Order and Preliminary Injunction

<u>Date</u>	<u>Docket Text</u>
	West, McKenna Case Motion #47 Motion to Accept 2-Page Surreply in Opposition to Motion for Temporary Restraining Order and Preliminary Injunction
08/25/2026	Proposed Order Not Used (Linked to Motion)
	A. B. Case Motion #45 [LODGED -Pending M#46] Motion for Temporary Restraining Order and Preliminary Injunction Prohibiting Plaintiff from Prosecuting Texas Litigation on Validity of Gestational Surrogacy Agreement and Parentage
08/25/2026	Initial Pretrial Order Issued
08/25/2026	Joint Motion for Extension of Time to Respond to Worldwide Surrogacy Specialists Motion to Dismiss Attorney: Syren, Lester K (8911081) Attorney: Fineman, Beck S (NA22008) McKenna West (Plaintiff); Worldwide Surrogacy Specialists, LLC (Defendant); Filing Party: West, McKenna; Worldwide Surrogacy Specialists, LLC Case Motion #48
08/25/2026	PROOF OF SERVICE
08/27/2026	Order Granting Joint Motion for Extension of Time to Respond to Worldwide Surrogacy Specialists Motion to Dismiss West, McKenna Case Motion #48 Joint Motion for Extension of Time to Respond to Worldwide Surrogacy Specialists Motion to Dismiss
08/27/2026	Motion for Protective Order Attorney: Sandone, Megan N (1005026) Lori Colbert (Defendant); Colbert Family Law, LLC (Defendant); Filing Party: Colbert, Lori; Colbert Family Law, LLC Case Motion #49
08/27/2026	PROOF OF SERVICE
08/28/2026	Cross-Motion for Protective Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #50
08/28/2026	Response in Opposition to Motion for Protective Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Case Motion #49: Motion for Protective Order
08/28/2026	PROOF OF SERVICE
09/02/2026	Motion to Clarify or Dissolve Temporary Restraining Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #51
09/02/2026	Exhibit 1 Case Motion #51: Motion to Clarify or Dissolve Temporary Restraining Order
09/02/2026	PROOF OF SERVICE
09/02/2026	Motion to Expedited Motion to Clarify or Dissolve Temporary Restraining Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #52
09/02/2026	Motion to Modify June 29 Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #53
09/02/2026	Motion to File Confidential Exhibit In Support of Motion to Modify June 29 Order Attorney: Syren, Lester K (8911081) McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #54
09/02/2026	Motion to Expedite Motion to Modify June 29 Order Attorney: Syren, Lester K (8911081)

<u>Date</u>	<u>Docket Text</u>
	McKenna West (Plaintiff); Filing Party: West, McKenna Case Motion #55
09/02/2026	Declaration Supporting Motions to Expedite Case Motion #52: Motion to Expedited Motion to Clarify or Dissolve Temporary Restraining Order, Case Motion #55: Motion to Expedite Motion to Modify June 29 Order
09/02/2026	[LODGED - Pending M#56] Opposition to Motion to Dismiss Counterclaims Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Case Motion #44: [ACCEPTED] Motion to Dismiss Counterclaims
09/02/2026	Exhibit 1 Case Motion #44: [ACCEPTED] Motion to Dismiss Counterclaims
09/02/2026	PROOF OF SERVICE
09/02/2026	Motion to Accept Overlength Opposition to Motion to Dismiss Counterclaims Attorney: Simonian, Margaret (9901001) Attorney: Moudy, Julia D (9411112) A. B. (Defendant); C. D. (Defendant); Filing Party: A. B.; C. D. Case Motion #56
09/02/2026	Proposed Order Not Used (Not Linked to Motion) MWvAB Proposed Order Granting Mot. to Expedite Mot. to Modify
09/03/2026	Order Granting Motion to File Confidential Exhibit In Support of Motion to Modify June 29 Order West, McKenna Case Motion #54 Motion to File Confidential Exhibit In Support of Motion to Modify June 29 Order
09/03/2026	Order Granting Motion to Expedite Motion to Modify June 29 Order West, McKenna Case Motion #55 Motion to Expedite Motion to Modify June 29 Order
09/03/2026	Order Granting Motion to Expedited Motion to Clarify or Dissolve Temporary Restraining Order West, McKenna Case Motion #52 Motion to Expedited Motion to Clarify or Dissolve Temporary Restraining Order
09/03/2026	Log Notes: Preliminary Injunction Hearing
09/04/2026	Opposition to Cross-Motion for Protective Order Attorney: Sandone, Megan N (1005026) Lori Colbert (Defendant); Colbert Family Law, LLC (Defendant); Case Motion #50: Cross-Motion for Protective Order
09/04/2026	Reply in Support of Motion for Protective Order Attorney: Sandone, Megan N (1005026) Lori Colbert (Defendant); Colbert Family Law, LLC (Defendant); Case Motion #49: Motion for Protective Order
09/04/2026	PROOF OF SERVICE

Financial Summary				
<u>Cost Type</u>	<u>Amount Owed</u>	<u>Amount Paid</u>	<u>Amount Adjusted</u>	<u>Amount Outstanding</u>
Not Published Credit Card Convenience Fees	\$1.38	\$1.38	\$0.00	\$0.00
Filing Fee	\$250.00	\$250.00	\$0.00	\$0.00
Miscellaneous Revenue	\$46.00	\$46.00	\$0.00	\$0.00
	\$297.38	\$297.38	\$0.00	\$0.00

Receipts

<u>Receipt Number</u>	<u>Receipt Date</u>	<u>Payment Amount</u>
2387448	06/04/2026	\$250.00
2396104	07/07/2026	\$20.60
2401135	07/24/2026	\$13.39
2402034	07/28/2026	\$13.39
		\$297.38

Case Disposition

<u>Disposition</u>	<u>Date</u>	<u>Case Judge</u>
Undisposed		Nesbett, David A

APPENDIX R

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

MCKENNA WEST,)
)
Plaintiff,)
)
vs.)
)
A.B., C.D., VICTORIA FERRARA,)
THE FERRARA LAW GROUP, P.C.,)
WORLDWIDE SURROGACY)
SPECIALISTS, LLC, LORI COLBERT,)
and COLBERT FAMILY LAW, LLC,)
)
Defendants.)

Case No. 3AN-26-07180 CI

**DEFENDANTS' A.B. AND C.D.'S ANSWER TO PLAINTIFF'S
FIRST AMENDED VERIFIED COMPLAINT AND COUNTERCLAIMS**

Defendants A.B. and C.D. ("Defendants"), through counsel, Dillon Findley & Simonian, P.C., hereby answer Plaintiff's First Amended Verified Complaint as follows:

INTRODUCTION

1. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

2. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

3. Admit that Defendants A.B. and C.D. were matched with Plaintiff through Worldwide Surrogacy. Admit that they signed a Gestational Surrogacy Agreement. To the extent the allegations in this paragraph are incomplete or inconsistent with the facts, or that the

quotes and summaries stated in this paragraph purport to be the entire encounter or reflection of the relevant facts and circumstances, the allegations are denied.

4. Admit that Plaintiff had a twenty-week anatomy scan. Deny the remaining allegations, leaving Plaintiff to her burden of proof.¹

5. Deny, leaving Plaintiff to her burden of proof.

6. Deny, leaving Plaintiff to her burden of proof.

7. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

8. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

9. Deny, leaving Plaintiff to her burden of proof.

10. Deny, leaving Plaintiff to her burden of proof.

11. Deny, leaving Plaintiff to her burden of proof.

¹ See Pl.'s First Am. Verified Compl., June 24, 2026, at CONFIDENTIAL Exhibit C, at ¶ 7 (Gestational Surrogacy Agreement). Plaintiff violated Paragraph 7 of the Gestational Surrogacy Agreement 129 separate times in the First Amended Verified Complaint by using the name "Baby Gabriel" to refer to the child of Defendants A.B. and C.D. In her initial Complaint, she used the name 80 times. In her Motion to Strike Walmsley Affidavit, she used it once. In the Opposition to the Motion for Expedited Consideration, she used it seven (7) times. In her Motion for a TRO, she used it 20 times, and in her Reply filed in support of her Motion for TRO, she used it 24 times. Without counting the number of times she used the name in the California proceedings, there have been a total of 261 separate violations of Paragraph 7 of the Gestational Surrogacy Agreement.

12. The assertions, claims, and allegations in paragraph 12 are legal conclusions and arguments and require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

13. Defendants admit that they complied with all terms of the Gestational Surrogacy Agreement. To the extent the assertions, claims, and allegations in paragraph 13 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

14. Defendants A.B. and C.D. admit they signed the Gestational Surrogacy Agreement. They admit that Plaintiff was implanted with the embryo created from their genetic sperm and ova and tested positive for pregnancy with their biological child in December 2025. To the extent the assertions, claims, and allegations in paragraph 14 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

15. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

16. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 16 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

17. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent a response is required, Defendants deny them.

18. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 18 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

19. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 19 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

20. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 20 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

21. To the extent the assertions, claims, and allegations in paragraph 21 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

22. To the extent the assertions, claims, and allegations in paragraph 22 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them.

23. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 23 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

24. Admit that a petition for parentage was filed in California under the laws of the State of California pursuant to Paragraph 1 of the Informed Consent Gestational Surrogate agreement between the parties.² Deny to the extent Plaintiff alleges doing so was a violation of the “Forum Selection Clause” of the Gestational Surrogacy Agreement,³ leaving Plaintiff to her burden of proof.

25. Deny, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 25 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

26. The assertions, claims, and allegations in paragraph 26 are legal conclusions and arguments and require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

² See Defs. A.B. and C.D.’s Reply to Mot. to Set Aside TRO, June 29, 2026, at CONFIDENTIAL Exhibit 16 (Informed Consent Gestational Surrogate), at ¶ 1.

³ See Pl.’s First Am. Verified Compl., CONFIDENTIAL Exhibit C (Gestational Surrogacy Agreement).

27. The assertions, claims, and allegations in paragraph 27 are legal conclusions and arguments and require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

28. The assertions, claims, and allegations in paragraph 28 are legal conclusions and arguments and require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

29. To the extent paragraph 29 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 29 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

30. To the extent paragraph 30 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 30 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

31. This Court has already afforded the June 22 Order issued by the state of California Full Faith and Credit pursuant to Article IV § I of the United States Constitution. That Order established that Defendants A.B. and C.D. are the biological and custodial parents of their child, currently carried by Plaintiff. To the extent paragraph 31 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the

assertions, claims, and allegations in paragraph 31 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

32. To the extent paragraph 32 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 32 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

PARTIES

33. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

34. Admit.

35. To the extent the assertions, claims, and allegations in paragraph 35 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

36. To the extent the assertions, claims, and allegations in paragraph 36 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

37. To the extent the assertions, claims, and allegations in paragraph 37 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

38. To the extent the assertions, claims, and allegations in paragraph 38 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

39. To the extent the assertions, claims, and allegations in paragraph 39 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

40. To the extent the assertions, claims, and allegations in paragraph 40 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

JURISDICTION AND VENUE

41. Deny, leaving Plaintiff to her burden of proof. This Court does not have jurisdiction because of the Arbitration Clause in Paragraph 61 of the Gestational Surrogacy Agreement.⁴

42. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof.

FACTUAL BACKGROUND

43. - 57. Defendants deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 43 - 57 are directed at other defendants, no

⁴ *Id.* at ¶ 61 (Gestational Surrogacy Agreement).

response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

58. Defendants admit that they complied with the terms of the Gestational Surrogacy Agreement. To the extent that Plaintiff claims that by doing so, Defendants committed any wrongdoing, Defendants deny those claims. To the extent the assertions, claims, and allegations in paragraph 58 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

59. - 64. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 59 - 64 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 59 - 64 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 59 - 64 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

65. - 67. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 65 - 67 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 65 - 67 are legal conclusions and arguments, they require no response from Defendants. To the extent

a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 65 - 67 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

68. Admit that Defendants signed a copy of the Gestational Surrogacy Agreement. To the extent paragraph 68 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 68 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 68 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

69. - 72. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 69 - 72 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 69 - 72 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 69 - 72 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

73. Admit that Plaintiff agreed to undergo an embryo-transfer procedure for the purpose of becoming pregnant with an embryo provided by A.B. and C.D. To the extent paragraph 73 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 73 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

74. To the extent paragraph 74 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 74 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 74 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

75. Admit that Plaintiff voluntarily, knowingly, and freely agreed to submit to physical examinations and tests, comply with prescribed medical treatment schedule, and abstain from activities that could result in pregnancy before and after any attempted embryo transfer in exchange for and as consideration for money and other benefits that she received and accepted. To the extent paragraph 75 makes any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 75 are legal conclusions and arguments, they require no

response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 75 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

76. - 81. Admit that in exchange for and as consideration for the voluntary, free, and knowing bargain between the parties, Plaintiff agreed to abide by the terms of the Gestational Surrogacy Agreement for the agreed-to purpose of keeping herself and Defendants' biological child safe and healthy and further admit that Plaintiff received and accepted the benefit of her bargain. To the extent paragraphs 76 - 81 make any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 76 - 81 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 76 - 81 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

82. - 83. Admit that Plaintiff voluntarily, knowingly, and freely agreed to abstain from travel for the agreed-to purpose of keeping herself and Defendants' biological child safe and healthy and further admit that Plaintiff received and accepted the benefit of her bargained for exchange and as consideration for money and other benefits that she negotiated, received, and accepted. Admit also that Plaintiff voluntarily, knowingly, and freely agreed to deliver

Defendants' biological child in Alaska since she reported no ties to any other state, she reported and represented that her family and support system was in Alaska, and the parties agreed that the laws of the state of Alaska would apply to any contract disputes. To the extent paragraphs 82 - 83 make any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 82 - 83 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 82 - 83 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

84. Admit that Defendants fulfilled their obligations under the Gestational Surrogacy Agreement. Deny to the extent Plaintiff claims that their doing so resulted in any wrongdoing or injury to Plaintiff. To the extent paragraph 84 makes any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 84 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 84 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

85. To the extent paragraph 85 makes any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 85 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 85 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

86. Admit that Defendants signed a Gestational Surrogacy Agreement that dictated that the laws of Alaska shall govern this Agreement and that the forum for any legal proceedings arising from a contract dispute would be resolved in the state of Alaska. Deny that the contract addressed the issue of parentage since all parties agreed that A.B. and C.D. were the biological and intended parents for their biological child, including legal and physical custody and that Plaintiff had no claim to either parentage or custody of Defendants' biological child under any circumstances or as any part of the Agreement. Further admit that the parties bargained for and included a Severability Clause and an Arbitration Clause that would resolve any contract dispute between the parties. To the extent paragraph 86 makes any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 86 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and

allegations in paragraph 86 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

87. - 90. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 87 - 90 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 87 - 90 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 87 - 90 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

91. Admit that on December 16, 2025, a male embryo made of A.B. and C.D.'s ova and sperm, was transferred to Plaintiff's uterus after entering a voluntary, knowing, and free agreement and receiving the benefit of her bargain and after signing an Informed Consent repudiating any rights to either parentage or custody of Defendants' unborn child. Deny that Plaintiff has any right to name Defendants' unborn child and asserts that doing so is in violation of Paragraph 7 of the Gestational Surrogacy Agreement, repeatedly and intentionally inflicting emotional harm.

92. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraph 92

makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 92 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 92 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

93. Admit that at some point after the embryo transfer, Plaintiff was confirmed pregnant.

94. Admit that after freely, voluntarily, and knowingly entering into a Gestational Surrogacy Agreement, Plaintiff received and accepted the benefit of her bargain in both money, services, medical care, travel, and gifts. Further admit that Defendants A.B. and C.D. fulfilled their obligations under the contract. To the extent paragraph 94 makes any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 94 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 94 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

95. Deny that Defendants A.B. and C.D. materially breached the Gestational Surrogacy Agreement in any way. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraph 95 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 95 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 95 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

96. - 100. Admit that Defendants A.B. and C.D. signed a Gestational Surrogacy Agreement and the terms of the Agreement speak for themselves. To the extent paragraphs 96 - 100 make any other factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 96 - 100 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 96 - 100 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

101. - 109. Defendants deny that they ever took any action in violation of the terms of the agreement. Otherwise deny allegations due to a lack of information sufficient to admit or

deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 101 - 109 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 101 - 109 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 101 - 109 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

110. - 117. Defendants admit that Plaintiff violated the terms of the Gestational Surrogacy Agreement by refusing to seek appropriate medical care with medical doctors rather than midwives. Defendants admit that they insisted on medical care rather than midwives because they cared about the health and welfare of their unborn child and wanted him to receive the best care available. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 110 - 117 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 110 - 117 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 110 - 117 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

118. - 123. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 118 - 123 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 118 - 123 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 118 - 123 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

124. - 134. Admit that a 20-week anatomy scan revealed that Defendants' unborn child was developing a rare and often fatal cardiac condition (HLHS). Deny that Plaintiff has any right to name Defendants' unborn child and asserts that doing so is in violation of Paragraph 7 of the Gestational Surrogacy Agreement, repeatedly and intentionally inflicting emotional harm on Defendants A.B. and C.D. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 124 - 134 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 124 - 134 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 124 - 134 are directed at other defendants, no response from Defendants is required.

To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

135. - 140. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 135 - 140 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 135 - 140 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 135 - 140 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

141. - 157. Admit that Plaintiff freely, voluntarily, and knowingly entered into an agreement that Defendants had the right to make medical decisions for their biological child without interference from Plaintiff who received and accepted as payment and consideration money, gifts, travel, and services. Admit also that Plaintiff signed an Informed Consent executed and enforceable in the state of California where she additionally agreed to many of the terms in the Gestational Surrogacy Agreement, including repudiating any desire for parentage or rights to assert any claims of parentage or custody over Defendants' biological child. Admit that Plaintiff agreed that termination at 20 weeks was in the best interests of Defendants' biological child based on the information from Dr. Barber. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her

burden of proof. To the extent paragraphs 141 - 157 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 141 - 157 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 141 - 157 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

158. - 180. Admit that Plaintiff herself made the arrangements for the termination in Seattle. Admit that Plaintiff never expressed disagreement with Defendants' decision. Admit that Plaintiff's refusal to honor the decisions of Defendants constituted a material breach of Paragraph 25 of the Gestational Surrogacy Agreement as acknowledged by Plaintiff: "If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and the Intended Parents' financial responsibility to the Gestational Carrier shall cease."⁵ Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 158 - 180 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 158 - 180 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her

⁵ *Id.* at ¶ 25 (Gestational Surrogacy Agreement).

burden of proof. To the extent the assertions, claims, and allegations in paragraphs 158 - 180 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

181. - 188. Admit that Defendants A.B. and C.D. had concerns about Plaintiff's erratic, unpredictable, and alarming behavior resulting from multiple instances of conduct that was in violation of the Gestational Surrogacy Agreement and potentially endangering her health and the health of the unborn child, including delay beyond a safe window for termination. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 181 - 188 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 181 - 188 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 181 - 188 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

189. - 203. Admit that the terms of the Surrogacy Agreement signed by Defendants A.B. and C.D. required Plaintiff to disclose medical information related to their unborn child during the pregnancy. Admit that Plaintiff violated those terms of the Agreement resulting in a material breach of the Surrogacy Agreement. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her

burden of proof. To the extent paragraphs 189 - 203 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 189 - 203 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 189 - 203 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

204. - 210. Admit that Plaintiff materially breached the terms of the Gestational Surrogacy Agreement. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 204 - 210 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 204 - 210 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 204 - 210 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

211. - 214. Admit that Defendants A.B. and C.D. expected to enforce the terms of the Gestational Surrogacy Agreement that both parties knowingly, freely, and voluntarily bargained for. Admit that Defendants' conduct substantially conformed to the terms of the Agreement.

Admit that Plaintiff received and accepted her bargained-for benefits. Also admit that Plaintiff materially breached the terms of the Gestational Surrogacy Agreement and the Informed Consent Gestational Surrogate agreement independently and separately executed. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 211 - 214 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 211 - 214 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 211 - 214 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

215. - 255. Admit that Plaintiff materially breached the terms of the Gestational Surrogacy Agreement after receiving the benefit of her bargain. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 215 - 255 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 215 - 255 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 215 - 255 are directed at other defendants, no response from

Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

256. - 264. Admit that Plaintiff's past, present, and anticipated future conduct is a material breach of the terms of the Gestational Surrogacy Agreement, as that term is defined in the Agreement identified as Plaintiff's signed copy attached to the First Amended Verified Complaint as Exhibit C. Admit that Defendants A.B. and C.D. have complied with all terms of the Gestational Surrogacy Agreement signed by them. Admit that Defendants intended to enforce the Gestational Surrogacy Agreement and intended to do so in the future and have never waived any assertion of their rights to do so by their actions. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 256 - 264 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 256 - 264 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 256 - 264 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

265. Admit that Defendants A.B. and C.D. had independent bases from the Gestational Surrogacy Agreement to file a parentage action in California Superior Court and did so following Plaintiff's material breach of the terms of the Gestational Surrogacy Agreement.

Admit that Plaintiff submitted to the California court's jurisdiction and was afforded all due process in those proceedings. Admit that the Alaska Superior Court afforded Full Faith and Credit to the California order granting unconditional parentage and custody rights to Defendants A.B. and C.D. and no such rights to Plaintiff. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraph 265 makes factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 265 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraph 265 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

266. - 271. Admit that Plaintiff materially breached the terms of the Gestational Surrogacy Agreement as specifically defined and agreed to by Plaintiff in the Gestational Surrogacy Agreement after receiving the benefit of her bargain. Admit that Defendants A.B. and C.D. had independent bases from the Gestational Surrogacy Agreement to file a parentage action in California Superior Court and did so following Plaintiff's material breach of the terms of the Gestational Surrogacy Agreement. Admit that Plaintiff submitted to the California court's jurisdiction and was afforded all due process in those proceedings. Admit that the Alaska Superior Court afforded Full Faith and Credit to the California order granting unconditional parentage and custody rights to Defendants A.B. and C.D. and no such rights to Plaintiff.

Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 266 - 271 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 266 - 271 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 266 - 271 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

272. - 293. Admit that Plaintiff materially breached the terms of the Gestational Surrogacy Agreement as specifically defined and agreed to by Plaintiff in the Gestational Surrogacy Agreement after receiving the benefit of her bargain. Admit that Plaintiff's conduct in bringing this lawsuit and using a name unapproved by Defendants is an ongoing violation of the explicit terms of the Gestational Surrogacy Agreement and Informed Consent Gestational Surrogate agreement knowingly, freely, and voluntarily entered by Plaintiff after she has received the benefit of her bargain. Otherwise deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 272 - 293 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 272 - 293 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving

Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 272 - 293 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

FIRST CAUSE OF ACTION

294. This paragraph does not require a response but to the extent one may be necessary, deny.

295. - 301. The issue of unconscionability is a question for the Court and not for a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.⁶ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 295 - 301 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 295 - 301 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 295 - 301 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

⁶ Pl.'s First Am. Verified Compl., CONFIDENTIAL Exhibit C, at ¶¶ 55 and 61 (Gestational Surrogacy Agreement).

SECOND CAUSE OF ACTION

302. This paragraph does not require a response but to the extent one may be necessary, deny.

303. - 306. The issue of unconscionability is a question for the Court and not for a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.⁷ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 303 - 306 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 303 - 306 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 303 - 306 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

THIRD CAUSE OF ACTION

307. This paragraph does not require a response but to the extent one may be necessary, deny.

308. - 311. The issue of unconscionability is a question for the Court and not for a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the

⁷ *Id.*

Gestational Surrogacy Agreement.⁸ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 308 - 311 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 308 - 311 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 308 - 311 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

FOURTH CAUSE OF ACTION

312. This paragraph does not require a response but to the extent one may be necessary, deny.

312. - 317. This claim raises issues to be decided by a judge rather than a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.⁹ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 312 - 317 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 312 - 317 are legal conclusions and arguments, they require no response from

⁸ *Id.*

⁹ *Id.*

Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 312 - 317 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

FIFTH CAUSE OF ACTION

318. This paragraph does not require a response but to the extent one may be necessary, deny.

319. - 329. This claim raises issues to be decided by a judge rather than a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹⁰ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 319 - 329 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 319 - 329 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 319 - 329 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

¹⁰ *Id.*

SIXTH CAUSE OF ACTION

330. This paragraph does not require a response but to the extent one may be necessary, deny.

331. - 334. The issue of unconscionability is a question for the court and not for a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹¹ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 331 - 334 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 331 - 334 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 331 - 334 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

SEVENTH CAUSE OF ACTION

335. This paragraph does not require a response but to the extent one may be necessary, deny.

336. - 348. This claim raises issues to be decided by a judge rather than a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational

¹¹ *Id.*

Surrogacy Agreement.¹² Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 336 - 348 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 336 - 348 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 336 - 348 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

EIGHTH CAUSE OF ACTION

349. This paragraph does not require a response but to the extent one may be necessary, deny.

350. - 357. This claim raises issues to be decided by a judge rather than a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹³ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 350 - 357 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 350 - 357 are legal conclusions and arguments, they require no response from

¹² *Id.*

¹³ *Id.*

Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 350 - 357 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

NINTH CAUSE OF ACTION

358. This paragraph does not require a response but to the extent one may be necessary, deny.

359. - 377. This claim raises issues to be decided by a judge rather than a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹⁴ Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 359 - 377 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 359 - 377 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 359 - 377 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

¹⁴ *Id.*

TENTH CAUSE OF ACTION

378. This paragraph does not require a response but to the extent one may be necessary, deny.

379. - 396. This claim raises issues to be decided by a judge rather than a jury. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹⁵ Admit that Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement.¹⁶ Admit that Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 379 - 396 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 379 - 396 are legal conclusions and arguments, they require no

¹⁵ *Id.*

¹⁶ *See id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease**. In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 379 - 396 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

ELEVENTH CAUSE OF ACTION

397. This paragraph does not require a response but to the extent one may be necessary, deny.

398. - 410. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹⁷ Admit that Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement.¹⁸ Admit that Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due

¹⁷ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

¹⁸ *See id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease.** In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 398 - 410 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 398 - 410 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 398 - 410 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

TWELFTH CAUSE OF ACTION

411. This paragraph does not require a response but to the extent one may be necessary, deny.

412. - 419. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.¹⁹ Admit that Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement.²⁰ Admit that

¹⁹ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

²⁰ *See id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the**

Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 412 - 419 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 412 - 419 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 412 - 419 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

THIRTEENTH CAUSE OF ACTION

420. This paragraph does not require a response but to the extent one may be necessary, deny.

421. - 429. This cause of action and the claims and representations in paragraphs 421 - 429 are directed at other defendants, requiring no response from Defendants A.B. and C.D. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

Gestational Carrier shall cease. In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

FOURTEENTH CAUSE OF ACTION

430. This paragraph does not require a response but to the extent one may be necessary, deny.

431. - 437. This cause of action and the claims and representations in paragraphs 431-437 are directed at other defendants, requiring no response from Defendants A.B. and C.D. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

FIFTEENTH CAUSE OF ACTION

438. This paragraph does not require a response but to the extent one may be necessary, deny.

439. - 447. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement.²¹ Admit that Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement.²² Admit that

²¹ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

²² *See id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease.** In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 439 - 447 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 439 - 447 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 439 - 447 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

SIXTEENTH CAUSE OF ACTION

448. This paragraph does not require a response but to the extent one may be necessary, deny.

449. - 460. This cause of action and the claims and representations in paragraphs 449 - 460 are directed at other defendants, requiring no response from Defendants A.B. and C.D. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

SEVENTEENTH CAUSE OF ACTION

461. This paragraph does not require a response but to the extent one may be necessary, deny.

462. - 473. This cause of action and the claims and representations in paragraphs 462 - 473 are directed at other defendants, requiring no response from Defendants A.B. and C.D. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

EIGHTEENTH CAUSE OF ACTION

474. This paragraph does not require a response but to the extent one may be necessary, deny.

475. - 483. This claim fails to state a claim against Defendants A.B. and C.D. for which relief may be granted as a matter of law. Furthermore, it is precluded as a matter of law by Article IV § 1 of the Full Faith and Credit Clause of the United States Constitution and the Order of the Alaska Superior Court, dated June 29, 2026. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement²³ and is itself a separate violation of the Gestational Surrogacy Agreement subjecting Plaintiff to a claim for damages. Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement after receiving and accepting the benefit of her bargain.²⁴

²³ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

²⁴ *See id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease.** In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her

Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 475 - 483 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 475 - 483 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 475 - 483 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

NINETEENTH CAUSE OF ACTION

484. This paragraph does not require a response but to the extent one may be necessary, deny.

485. - 493. This claim fails to state a claim against Defendants A.B. and C.D. for which relief may be granted as a matter of law. Furthermore, it is precluded as a matter of law by Article IV § 1 of the Full Faith and Credit Clause of the United States Constitution and the Order of the Alaska Superior Court, dated June 29, 2026. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement²⁵ and is

behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

²⁵ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

itself a separate violation of the Gestational Surrogacy Agreement subjecting Plaintiff to a claim for damages. Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement after receiving and accepting the benefit of her bargain.²⁶ Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 485 - 493 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 485 - 493 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 485 - 493 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

²⁶ See *id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease.** In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

TWENTIETH CAUSE OF ACTION

494. This paragraph does not require a response but to the extent one may be necessary, deny.

495. - 517. This claim fails to state a claim against Defendants A.B. and C.D. for which relief may be granted as a matter of law. Furthermore, it is precluded as a matter of law by Article IV § 1 of the Full Faith and Credit Clause of the United States Constitution and the Order of the Alaska Superior Court, dated June 29, 2026. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement²⁷ and is itself a separate violation of the Gestational Surrogacy Agreement subjecting Plaintiff to a claim for damages. It is also a request for custodian interference and to deprive Defendants A.B. and C.D. of their constitutionally protected rights as parents in violation of the Due Process Clause of both the Alaska Constitution and the United States Constitution and violates AS 47.10. Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy Agreement after receiving and accepting the benefit of her bargain.²⁸ Defendants followed the

²⁷ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

²⁸ *See id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease.** In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her

terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 495 - 517 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 495 - 517 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 495 - 517 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

TWENTY-FIRST CAUSE OF ACTION

518. This paragraph does not require a response but to the extent one may be necessary, deny.

519. - 526. The filing of the claim violates the Severability Clause and the Arbitration Clause of the Gestational Surrogacy Agreement²⁹ and is itself a separate violation of the Gestational Surrogacy Agreement subjecting Plaintiff to a claim for damages. Plaintiff materially breached the agreed-to and bargained for terms of the Gestational Surrogacy

behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

²⁹ *Id.* at ¶¶ 55 and 61 of the Gestational Surrogacy Agreement.

Agreement after receiving and accepting the benefit of her bargain.³⁰ Defendants followed the terms of the Gestational Surrogacy Agreement. Deny allegations due to a lack of information sufficient to admit or deny the allegation and/or belief, leaving Plaintiff to her burden of proof. To the extent paragraphs 519 - 526 make factual assertions, claims, or allegations, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 519 - 526 are legal conclusions and arguments, they require no response from Defendants. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof. To the extent the assertions, claims, and allegations in paragraphs 519 - 526 are directed at other defendants, no response from Defendants is required. To the extent a response is required, Defendants deny them, leaving Plaintiff to her burden of proof.

³⁰ See *id.* at ¶ 25 of the Gestational Surrogacy Agreement, where the parties agreed that “the parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and **the Intended Parents’ financial responsibility to the Gestational Carrier shall cease.** In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction.” (Emphasis added.)

JURY DEMAND

Paragraph 61 of the Gestational Surrogacy Agreement demonstrates that the parties agreed that any dispute arising under the Agreement “be resolved by binding arbitration through the Americal Arbitration Association or through another similar mutually acceptable entity for alternative dispute resolution.”³¹ Defendants A.B. and C.D. assert their right to this bargained-for term of the Agreement. Furthermore, Paragraph 55 of the Agreement clearly indicates that even if one aspect of the Agreement is declared void, other terms are enforceable, requiring this Court to dismiss the Amended Complaint for lack of jurisdiction and to order the parties to submit to binding arbitration. Furthermore, many of the claims made by Plaintiff are issues decided by the Court and are not submitted to the jury as a matter of law. To the extent this Court denies Defendants A.B. and C.D.’s motion to dismiss for lack of jurisdiction pursuant to Paragraphs 55 and 61 of the Gestational Surrogacy Agreement, and that there are claims and issues to be heard by a jury, Defendants A.B. and C.D. do not oppose the jury demand.

AFFIRMATIVE DEFENSES

1. Each of Plaintiff’s 21 claims in the First Amended Verified Complaint fail to state a claim against Defendants upon which relief may be granted.
2. Claims 18 - 20 fail as a matter of fact and law and are precluded by this Court’s order granting Full Faith and Credit pursuant to Article IV § I of the United States Constitution to the California order granting unconditional parentage and custodial rights to Defendants A.B.

³¹ *Id.* at ¶ 61 of the Gestational Surrogacy Agreement.

and C.D and interfere with Defendants A.B. and C.D.'s constitutionally protected privacy, parental, and custodial rights.

3. Regarding Claims 2 - 3 and 6, Plaintiff has failed to meet her burden to demonstrate unconscionability at the time that the Gestational Surrogacy Agreement was entered into on September 17, 2025.

4. Anticipatory Breach.

5. Material Breach of Contract.

6. Lack of Standing.

7. Unclean Hands.

8. Estoppel.

9. Failure to mitigate damages.

10. Ratification.

11. Unjust enrichment.

12. Waiver.

13. Defendants reserve the right to add additional further affirmative defenses and/or counterclaims that may become available as discovery may warrant.

DEFENDANTS' COUNTERCLAIMS AGAINST PLAINTIFF

Pursuant to Alaska Rule of Civil Procedure 13(a), Defendants A.B. and C.D. claim that they suffered injury from Plaintiff as follows:

1. The parties entered into a Gestational Surrogacy Agreement on September 17, 2025.

2. In the Gestational Surrogacy Agreement, Plaintiff is identified as the Gestational Carrier.

3. In the Gestational Surrogacy Agreement, Defendants are identified as the Intended Parents.

4. This followed Plaintiff seeking out a surrogacy arrangement because she wanted to “make additional income without sacrificing time with her children.”³²

5. Plaintiff sought out Worldwide Surrogacy Specialists to assist her in locating a couple who would pay her for acting as a surrogate for their biological embryo.

6. Following the matching between Plaintiff and Defendants A.B. and C.D., Plaintiff texted them telling them how “amazing” they are, how she was “SO excited,” how she “couldn’t have been paired with a better couple” and “[i]t feels meant to be.” She wrote that she was “looking forward to hearing from WW [Worldwide Surrogacy Specialists] about our next steps.” She wrote after medically approved that the news was “so exciting!!” and it was “[g]reat news.” She said she was so “happy to have matched with” A.B. and C.D. and could not “wait to meet [them] both in person hopefully very soon.”³³ After traveling to Los Angeles to meet them and the doctors at the clinic where the embryo transfer was to occur, Plaintiff sent photos of Alaska to A.B. and C.D., “[s]hould have weather like this around when baby boy would be born next summer!! Hopefully so you guys can experience this.”³⁴

³² See Pl.’s First Am. Verified Compl. at ¶ 45.

³³ See Defs. A.B. and C.D.’s Reply to Mot. to Set Aside TRO, at CONFIDENTIAL Exhibit 17 at 1.

³⁴ *Id.* at 21.

7. Defendant A.B. spent years trying to become a mother. After living with severe endometriosis and adenomyosis, undergoing multiple surgeries, eight rounds of IVF, and ultimately a hysterectomy, surrogacy became Defendants only opportunity to have a biological child.

8. Defendants A.B. and C.D. entered into a Gestational Surrogacy Agreement³⁵ with the Plaintiff, McKenna West. The Agreement was drafted by their attorney, Victoria Ferrara, and outlined that in the event that their baby was diagnosed with congenital or genetic defects that they had the option to exercise the right to terminate the pregnancy if Defendants believed it was in their and their unborn child's best interests.³⁶ The Agreement included the possibility of termination in the case of potentially life threatening or life limiting issues of fetal development.

9. Prior to signing it, Plaintiff agreed to the terms of Paragraph 25 of the Gestational Surrogacy Agreement.

10. Paragraph 25 of the Gestational Surrogacy Agreement signed by Plaintiff reads as follows:

Except as provided herein, the Gestational Carrier agrees that it is her intention that she will not terminate the pregnancy or attempt to terminate the pregnancy she is carrying pursuant to this Agreement once the embryo is implanted except, if in the professional medical opinion of the physician approved by the Intended Parents or her own independent obstetrician, such action is necessary to protect a serious, grave, and life-threatening risk to her own physical health. No such termination shall occur unless and until all Parties are notified and all Parties can

³⁵ Pl.'s First Am. Verified Compl., CONFIDENTIAL Exhibit C (Gestational Surrogacy Agreement).

³⁶ *See id.* at ¶ 25 of the Gestational Surrogacy Agreement.

review medical records and obtain second opinions should they wish to do so unless the medical condition is an emergency and there is no time for second opinions. Further, the Parties hereto, as stated above, agree that there shall be a termination of the pregnancy for a fetal abnormality as determined by a physician designated by the Intended Parents if the Intended Parents request a termination of the pregnancy. The Gestational Carrier agrees to terminate the pregnancy if, so requested by the Intended Parents in writing. The Gestational Carrier agrees that she has carefully considered the issue of termination of the pregnancy, has discussed it with the psychologist in her psychological evaluation, and she is clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy. If the Gestational Carrier violates the terms of this Paragraph, this shall be deemed a material breach of this Agreement and the Intended Parents' financial responsibility to the Gestational Carrier shall cease. In addition, Gestational Carrier agrees and acknowledges that she shall immediately reimburse Intended Parents for all monies paid directly to her or on her behalf, and the Gestational Carrier shall be liable for additional monetary damages in the event the Intended Parents suffer losses beyond the said reimbursement as determined by court of competent jurisdiction. The Parties acknowledge and understand that they are required to follow the law regarding termination of pregnancy in the State where the Gestational Carrier resides. If a termination is necessary and/or requested by the Intended Parents, and such termination is not possible in the State where the Gestational Carrier resides, she agrees that she shall travel, at the Intended Parents' expense, to another State in the United States in order to legally undergo the pregnancy termination procedure.³⁷

11. Plaintiff agreed to the terms of possible termination and was fully aware of this possibility when entering into the Gestational Surrogacy Agreement.

12. Plaintiff can read and understand the English language and suffers no mental health or cognitive disabilities interfering with her ability to enter into contractual agreements.

13. Plaintiff has experienced at least two (2) previous pregnancies and was fully aware of what she would experience with this pregnancy, emotionally and physically.

³⁷

Id.

14. Plaintiff reviewed and signed the Gestational Surrogacy Agreement that included Paragraph 25.

15. Prior to signing the Gestational Surrogacy Agreement, Plaintiff carefully considered the issue of termination of the pregnancy, discussed it with the psychologist in her psychological evaluation, and was clear and knowing in her intention to abide by the request of the Intended Parents concerning the termination of the pregnancy.

16. Plaintiff claimed in the Gestational Surrogacy Agreement that she freely and willingly entered into the Agreement after discussion with Worldwide Surrogacy, who conducted her mental health evaluation.³⁸

17. Plaintiff did not misrepresent facts in the Gestational Surrogacy Agreement.

18. Prior to signing the Gestational Surrogacy Agreement, Plaintiff did not express doubt about her obligations or indicate that she would refuse to follow Defendants' wishes for their child.

19. Defendants did not offer Plaintiff money or any benefit outside the terms of the agreement prior to her entering into the Gestational Surrogacy Agreement with Defendants.

20. Defendants had nothing to do with choosing Lori Colbert as Plaintiff's attorney.

21. Plaintiff chose Lori Colbert herself to represent her in the surrogacy process.

22. Plaintiff testified under oath that she chose Lori Colbert to represent her.

23. Plaintiff "chose" Defendants A.B. and C.D. and expressed repeated excitement about being able to give Defendants their baby and being involved in the process. Plaintiff never

³⁸ See *id.* at ¶ 26.2 of the Gestational Surrogacy Agreement.

expressed any doubt or feelings of regret to Defendants about participating in the surrogacy process.

24. Plaintiff understood by signing the Gestational Surrogacy Agreement she was agreeing to abide by the terms of the Agreement.

25. Plaintiff did not ask to exclude those terms or refuse to sign the Gestational Surrogacy Agreement if those terms were included.

26. Plaintiff made changes to her benefit to the Gestational Surrogacy Agreement drafted by Defendants' attorney which Defendants accepted.

27. Plaintiff agreed that if she refused to honor the wishes of Defendants to terminate, she was in material breach of Paragraph 25 of the Gestational Surrogacy Agreement.

28. Plaintiff agreed that upon a material breach of Paragraph 25 of the Gestational Surrogacy Agreement, all financial responsibility to the Plaintiff by Defendants would cease.

29. Plaintiff acknowledged that upon a material breach of Paragraph 25 of the Gestational Surrogacy Agreement, she would be required to immediately reimburse Defendants for all monies paid directly to her or on her behalf.

30. Plaintiff acknowledged that upon a material breach of Paragraph 25 of the Gestational Surrogacy Agreement, she would be liable for additional monetary damages in the event that Defendants suffered any losses.

31. Plaintiff also signed an Informed Consent Gestational Surrogate agreement on December 8, 2025,³⁹ with Defendants and Reproductive Partners Medical Group (RPMG), the treating IVF clinic.

32. The RPMG Informed Consent Gestational Surrogate agreement outlines Defendants' desire to have a child and Plaintiff's desire to enter into the agreement.

33. In that agreement, Plaintiff is referred to as the Gestational Surrogate and Defendants are referred to as the Intended Parents.

34. Plaintiff read that agreement before signing it.

35. Plaintiff was not under any duress, coercion, or undue influence at the time she signed the agreement. Before signing the RPMG Informed Consent Gestational Surrogate agreement, Plaintiff was not offered any benefit or promise outside of the Gestational Surrogacy Agreement signed on September 17, 2025.

36. Before signing it, Plaintiff acknowledged that she had participated in private consultations with her doctors and all of her questions, and her doubts were answered to her satisfaction.

37. Included in that agreement was discussion of elective termination at the request of either party.

³⁹ See Defs. A.B. and C.D.'s Reply to Mot. to Set Aside TRO, at CONFIDENTIAL Exhibit 16 (RPMG Informed Consent Gestational Surrogate agreement).

38. Plaintiff agreed to undergo psychological counseling or therapy during the pregnancy and for a reasonable time in the postpartum period. She understood that during the pregnancy and in the postpartum period she was required to remain in counseling.

39. Plaintiff agreed that “[i]f the child has been determined by either physician to be physically or physiologically abnormal the decision to abort is to be made by the [Defendants]. Under these circumstances the [Plaintiff] has agreed to accept a clinical abortion.”⁴⁰

40. Plaintiff agreed to comply with all medical instructions of her independent obstetrician, who must be approved by Defendants.

41. Plaintiff agreed to submit to all medical tests and procedures deemed necessary or advisable by her obstetrician including but not limited to amniocentesis.

The gestational surrogate represents that she will not form nor attempt to form a parent-child relationship with any child they may bear pursuant to this Consent/Agreement. The gestational surrogate further represent that they will terminate any parental rights to the child upon birth of the child and will relinquish the child into the sole custody and control of the intended parent(s).⁴¹

42. Plaintiff understood that the child resulting from the surrogate pregnancy would be the biological child of Defendants.

43. Plaintiff agreed that the child resulting from the surrogate pregnancy was to be taken into the Defendants’ home.

⁴⁰ *Id.* at ¶ 10.

⁴¹ *Id.* at ¶ 5.

44. Plaintiff agreed that the child resulting from the surrogate pregnancy was to be raised by Defendants with her consent and without interference and without retention or assertion by her of any parental rights.

45. Plaintiff agreed that the Defendants have the right to put their names on the birth certificate and be recognized as the legal parents in the state of California.

46. Plaintiff agreed that she would not impede Defendants in accomplishing that goal.

47. Plaintiff did not misrepresent facts in the Informed Consent Gestational Surrogate agreement that she signed on December 8, 2025.

48. Plaintiff reviewed the Informed Consent Gestational Surrogate agreement before she signed it on December 8, 2025.

49. The Informed Consent Gestational Surrogate agreement signed by Plaintiff on December 8, 2025 also states the following:

The intended parent(s) desire to have child or children. The intended parent is either incapable of carrying a pregnancy to term, has been advised by a physician that a pregnancy would be medically dangerous to herself or any child she may conceive or for other reasons desires not to be pregnant herself. The terms "intended parents" also include a situation where eggs and/or sperm have been donated to them by another person (an egg and/or sperm donor).

The gestational surrogate is desirous of entering into this agreement. The decision to become a gestational surrogate has been a fully informed one. It has been made after careful and unemotional reflection of all aspects of this arrangement. The gestational surrogate has come forward voluntarily, without economic duress of any kind, and has freely chosen, with the support and consent of her husband or partner if this person exists, to participate as a gestational surrogate in the program.

The gestational surrogate does not desire to have a parental relationship with the child born as a result of this pregnancy. Further, she believes that the child or children carried and delivered are morally and contractually that of the intended parent(s) and should be raised by the intended parents without any interference by

the gestational surrogate and without any retention or assertion by her of any parental rights. In any case where eggs or sperm have been donated to the intended parents by an egg or sperm donor, the gestational surrogate understand that the intended parent(s) is/are the recipients of that donation and therefore this agreement considers her, him or them as the intended parent(s) in regard to both the eggs and the sperm as if the eggs were those of the intended parent(s).⁴²

50. In text message communications with between Plaintiff and Defendants A.B. and C.D.,⁴³ there were discussions about genetic testing as agreed to in the Gestational Surrogacy Agreement.

51. On February 19, Plaintiff texted that she was glad that Defendants' insurance paid for genetic screening.

52. On March 20, Plaintiff texted that Dr. Korneeva recommended "Msafp blood tests for genetic related disorders." Plaintiff wrote, "[i]f you do decide you want that screening test, I just need to take it by 19 weeks, so you have a little time to decide. Currently 16w2d." That same day, Plaintiff wrote, "[s]he said it tests for non-genetic related defects, it can be a good idea to do instead of possibly finding out about something during the anatomy scan when I'm further along." Plaintiff corrected her text to read, "I meant non-genetic related disorders**things like spina bifida."⁴⁴

⁴² *Id.* at 1.

⁴³ *See* Defs. A.B. and C.D.'s Reply to Mot. to Set Aside TRO, at CONFIDENTIAL Exhibit 17.

⁴⁴ *Id.* at 81-82.

53. As of March 20, Plaintiff clearly understood that termination may be an option if there was genetic testing that revealed genetic related disorders and that it would be Defendants' choice to decide.

54. Defendants did choose the testing, and the results revealed no abnormalities.

55. Plaintiff signed the Gestational Surrogacy Agreement. The terms in the Agreement related to medically-necessary tests and possible termination are provided as follows:

While pregnant, the Gestational Carrier agrees to undergo **medically-necessary tests**, at the request of the Intended Parents, amniocentesis, fetal DNA blood test, and/or other tests designed to detect genetic and congenital defects, as selected and conducted by a physician designated and approved by the Intended Parents. The Gestational Carrier and the Intended Parents understand that it is their responsibility to speak with either the IVF physician or the treating obstetrician about the fetal DNA blood test, risks of any such tests, prior to the performance of those tests. If these tests reveal that the fetus(es) is/are suffering from a fetal abnormality, or there is a risk to the viability of the pregnancy, the Gestational Carrier and the Intended Parents have mutually agreed that selective reduction and/or termination shall be performed if requested by the Intended Parents in writing. The Intended Parents may choose to terminate based on the recommendation of their designated physician. Further, the Gestational Carrier, upon the written recommendation of the treating physician, may elect a termination of the pregnancy or a selective reduction if such procedure is necessary to protect the Gestational Carrier from grave and life-threatening risk. Such determination and decision for either the termination of the pregnancy or for selective reduction may not be made unless it is with consultation with the treating obstetrician and with an opinion and recommendation from a high-risk obstetrician designated by the Intended Parents.⁴⁵

The Gestational Carrier acknowledges that she has seriously considered these issues, and she has discussed these issues with the psychologist who conducted her psychological evaluation, and that she is ready, willing, and able to comply with the wishes, desires, and requests of the Intended Parents regarding the

⁴⁵ Pl.'s First Am. Verified Compl., CONFIDENTIAL Exhibit C, at ¶ 26.1 (Gestational Surrogacy Agreement).

pregnancy, and especially regarding the issue of selective reduction and/or termination of pregnancy.⁴⁶

56. On April 17, Plaintiff was approximately 20 weeks pregnant. Plaintiff had an anatomy scan of the baby where it was discovered that he had HLHS (hypoplastic left heart syndrome, a critical and life-threatening congenital heart defect).

57. The parties learned from Dr. Barber (Maternal Fetal Medicine specialist in Alaska) that HLHS is one of the most serious congenital heart conditions. The condition cannot be “cured” or fully corrected. It requires a carefully managed, lifelong care plan that involves a series of open-heart surgeries (the Norwood, Bidirectional Glenn, and Fontan procedures) over the first few years of life, and sometimes a heart transplant. During their consultation, Dr. Barber carefully reviewed the ultrasound findings and explained that the left side of Defendants’ son’s heart was not developing normally because blood was not flowing through the mitral valve. Dr. Barber reported that, based on his experience, these types of defects generally worsen over the course of pregnancy or, at best, remain unchanged, and that he had never seen this condition improve on its own.

58. Dr. Barber explained that although Defendants’ son’s condition was not expected to place him at significant risk before birth, he would require highly specialized medical care immediately after delivery. He described HLHS as a condition that would subject Defendants’ son to a lifelong course of serious medical challenges. He explained that children with HLHS typically undergo a series of complex, staged open-heart surgeries beginning shortly after birth

⁴⁶ *Id.* at ¶ 26.2 (Gestational Surrogacy Agreement).

and continuing over several years, often requiring prolonged hospitalizations, repeated procedures, and ongoing specialized cardiac care throughout their lives. He further explained that even with surgical intervention, outcomes are uncertain, complications are common, and some children ultimately require a heart transplant if surgical reconstruction is not successful or no longer sufficient. He emphasized that this diagnosis would carry not only profound medical implications for Defendants' son, but also significant emotional and logistical burdens for their family.

59. Dr. Barber also explained that it was too early in the pregnancy to predict exactly how Defendants' son's heart would develop over the remaining months or what specific treatment options would ultimately be available after birth because those decisions would depend on how the condition progressed. Given the severity of the diagnosis and the uncertainty surrounding the prognosis, he discussed all medically available options with Defendants and Plaintiff, including termination of the pregnancy. When asked whether this diagnosis could be a reason to terminate, Dr. Barber explained that many families facing severe congenital heart defects consider that option because of the significant medical, emotional, and logistical burdens involved. He further explained that because Plaintiff was already approximately 20 weeks pregnant, the earlier a decision was made, the safer it was and the easier it was. He advised that termination was no longer available in Alaska at that stage of pregnancy and explained that his practice routinely referred patients to an out-of-state clinic in Seattle, Washington, although other centers in states such as Colorado also performed later-term procedures. He offered to facilitate any necessary referral if that decision was made. At no point did he recommend one

course of action over another but instead explained all of the available medical options so that Defendants could make an informed decision.

60. Dr. Barber further informed Defendants that Alaska did not have pediatric cardiothoracic surgeons capable of treating this condition. He explained that babies with HLHS have better outcomes when they are delivered at a tertiary medical center where specialized cardiac care is immediately available, rather than being born elsewhere and transported after birth. Although a newborn could potentially be stabilized and transported from Alaska, he explained that transport carried additional medical risks and significant expense, including an estimated transport cost that could easily exceed \$100,000. He therefore recommended a referral to a specialized congenital heart center and explained that Los Angeles had medical centers capable of providing this level of care. He further advised that, if the pregnancy continued, Plaintiff would ultimately need to relocate to the delivery hospital at approximately 34 to 36 weeks of pregnancy so that Defendants' son could be born where immediate cardiac treatment was available. Because Defendants have always intended to raise their son in Los Angeles, Dr. Barber explained that California was an appropriate location for evaluation, delivery, and treatment.

61. Defendants carefully considered every option presented by their physicians, including termination, which they presented as a reasonable and often sought-out option due to their child's condition. Defendants' only concern was saving their son from pain and suffering. Together with Plaintiff, Defendants considered the potential for serious health issues or birth defects when they entered the Agreements with both Worldwide Surrogacy and Reproductive

Partners Medical Group. Defendant informed Worldwide Surrogacy that they made the decision to terminate for all the reasons explained by Dr. Barber and Plaintiff agreed. In fact, Plaintiff scheduled the appointments for termination at Cedar River Clinic in Tacoma, Washington herself. In addition, the coordinator at Worldwide Surrogacy confirmed in writing that Plaintiff's health insurance approved the procedures as "medically necessary."

62. As a result, and without any request that she do so, attorney Lori Colbert made the unilateral decision to withdraw the prebirth order establishing parentage previously filed as a stipulation between Plaintiff and Defendants.⁴⁷

63. With no discussion, Plaintiff changed her mind. Plaintiff agreed to join a call with Dr. Sadaf from Embra Health as long as lawyers were present. Lawyers were present along with Defendants on the call with Dr. Sadaf. Plaintiff failed to attend because "she was at work." Defendants asked to move forward with the prebirth order. Plaintiff refused to cooperate. Plaintiff fired Lori Colbert and she and her lawyers attempted to prevent Defendants from learning this information.

64. Plaintiff stopped all communication with Defendants.

65. Plaintiff did not respond to Defendants' text messages following her material breach of the Agreement by failing to honor Defendants' wishes to terminate the pregnancy at 20 weeks.

⁴⁷ Ms. Colbert testified in the California proceedings that she did this unilaterally without obtaining approval from either McKenna West or Defendants.

66. Defendants attempted to find other attorneys in Alaska to move forward with filing the prebirth order to no avail.

67. On May 19, Defendants wrote to Plaintiff's lawyers to assure them they understood that Plaintiff had changed her mind about the termination.⁴⁸

68. On June 8, Defendants texted Plaintiff to tell her this directly. Plaintiff did not respond to that text message.

69. Because of Plaintiff's refusal to communicate or agree to the filing of a prebirth order, Defendants asked the California court for a decision on parentage as provided in the December 8, 2025 Agreement signed by Plaintiff.

70. Defendants did not ask a judge in California to decide the terms of the contract, only to require Plaintiff to follow its terms.

71. Defendant A.B. sent an email to Plaintiff.⁴⁹

72. Defendants never threatened Plaintiff in any way.

73. Other than being informed of the legal consequences of a material breach of the Gestational Surrogacy Agreement, Plaintiff was not advised of any negative consequences from her actions.

⁴⁸ See Defs. A.B. and C.D.'s Reply to Mot. to Set Aside TRO, at CONFIDENTIAL Exhibit 18.

⁴⁹ See *id.* at CONFIDENTIAL Exhibit 19.

74. Plaintiff was warned of the legal consequences of violation of the terms of the Gestational Surrogacy Agreement and received the information of the consequences of violation of the Agreement.

75. Plaintiff severed all contact with Defendants. She disappeared from communications with the surrogacy agency. In violation of the terms of the Gestational Surrogacy Agreement, Plaintiff withdrew her consent for Defendants to have access to information about the medical condition of their child.

76. The issue of parentage was not a disputed term of the Gestational Surrogacy Agreement or the Informed Consent Gestational Surrogate agreement.

77. A prebirth order was the only way for Defendants to obtain information about their baby after Plaintiff withdrew her consent and refused to communicate.

78. The Informed Consent Gestational Surrogate agreement was executed in California, and a California court had the power to declare parentage without violating the contract in Alaska. Specifically, that language stated:

Furthermore, the gestational surrogate acknowledge that the intended parent(s) has/have the right to have their names put on the birth certificate and to be recognized as the legal parents here in the state of California. The gestational surrogate will not impede the intended parent(s) in accomplishing this goal.⁵⁰

79. Prior to the California judge's order, Defendants' access to their son's treating physicians and medical records were completely revoked by Plaintiff, making it impossible to

⁵⁰ See *id.* at CONFIDENTIAL Exhibit 16.

obtain timely second opinions, understand how their baby's condition was changing, and prepare for the difficult medical decisions ahead.

80. Despite these obstacles, Defendants continued seeking expert guidance in order to be informed and prepared to advocate for their child. All the doctors they contacted were unable to speak with them because Defendants did not have medical records to inform them of the current condition of their son. They were not able to obtain and did not receive medical records until after a court order by Judge Dordi to share all medical information and allow Defendants to speak with all treating physicians.

81. After receiving that order, they were able to speak and consult with Dr. Jay Pruetz, a leading Pediatric Cardiologist at Cedars Sinai Hospital in Los Angeles, California.

82. After the initial diagnosis by Dr. Korneeva and Dr. Barber in Alaska, Defendants have sought opinions from leading specialists across the country, including Dr. Pruetz and Dr. Naqvi in Los Angeles.

83. The same day that she received Judge Dordi's order Plaintiff chose to fly to Dallas, Texas, and met with Dr. Santiago and Dr. Avula at Children's Medical/UT Southwestern in Dallas. This was without consulting Defendants, against their wishes, and in violation of the Gestational Surrogacy Agreement.

84. Following that appointment, Defendants consulted with both Dr. Santiago and Dr. Avula. They called Defendants immediately after meeting with Plaintiff. Although these physicians come from different institutions and states, their recommendations were remarkably consistent.

85. The doctors in Texas explained and documented in medical reports that their son's condition is severe, can worsen during pregnancy, and requires close monitoring because changes before birth may affect both his prognosis and treatment options after delivery.

86. Under Paragraph 26.1 of the Gestational Surrogacy Agreement, Plaintiff agreed to undergo an amniocentesis.

87. Paragraph 26.1 of the Gestational Surrogacy Agreement – Medical testing (the primary provision) states that: “While pregnant, the Gestational Carrier agrees to undergo **medically-necessary tests**, at the request of the Intended Parents, amniocentesis, fetal DNA blood test, and/or other tests designed to detect genetic and congenital defects, as selected and conducted by a physician designated and approved by the Intended Parents.”

88. The same paragraph also provides that the parties are to discuss the risks of testing with the IVF physician or treating obstetrician before testing.

89. If testing reveals a fetal abnormality or a risk to the viability of the pregnancy, the Agreement then addresses selective reduction or termination decisions.

90. The contract also specifically provides compensation for an amniocentesis. Under Section J – Other Potential Expenses, it lists \$1,000 for amniocentesis.

91. The parties anticipated that an amniocentesis might be performed and agreed in advance on compensation for undergoing the procedure.

92. This was a negotiated point between the parties. Before the Agreement was finalized. Plaintiff's attorney Ms. Colbert asked whether amniocentesis would be performed

automatically or only if medically necessary. Attorney Victoria Ferrara revised the language to include “medically-necessary tests.”

93. The final language was intentionally narrowed so that the contract requires medically necessary amniocentesis or other genetic testing requested by the Defendants and selected by their designated physician, rather than allowing testing for any reason.

94. The medical records from Dr. Barber indicate that Plaintiff has refused an amniocentesis, which is recommended in HLHS diagnoses. This testing would help to identify other potential genetic defects that could better inform the planning before birth and decision making required by Defendants’ son’s medical team at birth. The discovery of genetic abnormalities such as Trisomy 13 or Trisomy 18 would preclude him from being a candidate for the Norwood Surgery at Children’s Medical in Dallas, Texas. Despite this, Plaintiff has refused.

95. Every specialist explained that the most important treatment decisions cannot be made before birth. Instead, Defendants’ son must be evaluated after delivery before determining what course of treatment, if any, is medically appropriate. Throughout this process, Defendants’ guiding principle has remained the same: to act in their son’s best interests while minimizing unnecessary pain and suffering for him.

96. Dr. Pruetz, the Pediatric Cardiologist at Cedars Sinai Hospital in Los Angeles, emphasized the importance of establishing care with the treating fetal cardiology team approximately four to six weeks before delivery to allow for repeat fetal evaluations, multidisciplinary planning, and coordination among the specialists who would care for their son.

He described the detailed nature of planning and coordination in building the care team. Dr. Avula in Dallas described the exact same approach.

97. Despite the terms of the contract, since their son's diagnosis, the Defendants have not insisted that their son be born in Alaska. Defendants have consistently requested that their son receive care in Los Angeles because it is home to some of the nation's leading pediatric cardiac programs for children with HLHS. Multiple physicians emphasized the importance of delivery at a tertiary congenital heart center with immediate access to pediatric cardiology, neonatal intensive care, pediatric cardiac surgery, and the multidisciplinary specialists required to care for infants with this complex condition. Defendants and Plaintiff have also been advised that Defendants' son may require months of hospitalization after birth, multiple surgeries, and lifelong specialized cardiac care.

98. Los Angeles is also Defendants' home. Their work, health insurance, family, and support systems are all there. They have always planned that Los Angeles is where their son will be raised and where he will receive all medical care that he needs. They believe his best opportunity for continuity of care is to begin his life where his long-term medical team and family will be together.

99. Bills for medical care for Plaintiff were handled by Art Risk Insurance Solutions through an escrow account that Defendants paid into when entering the Agreement and from which all medical expenses were paid.⁵¹

⁵¹ See Pl.'s First Am. Verified Compl., CONFIDENTIAL Exhibit C, at ¶ 58 (Gestational Surrogacy Agreement).

100. Following Plaintiff's decision not to terminate, no party has asked her to terminate the pregnancy.

101. Defendants offered a joint meeting before Plaintiff requested one. Plaintiff declined, stating she would only meet with Defendants and the neutral therapist from Embra Health if attorneys were present. Dr. Sadaf from Embra Health arranged a meeting with both legal counsel and Defendants but Plaintiff failed to appear.⁵²

102. In strict accordance with the Gestational Surrogacy Agreement, Defendants fully funded and paid for Plaintiff's legal representation.

103. As a result of her bargained for agreement, Plaintiff has received and accepted more than \$60,000 in financial benefits under the terms of the Agreement.

104. Pursuant to Paragraph 22.2 in the Gestational Surrogacy Agreement, the parties bargained for a term requiring "mutually agreed upon" medical care and treatment. Plaintiff has violated and is currently violating this term.

105. Plaintiff and her lawyers are attempting to interfere with Defendants' constitutionally protected custodial and parental rights as well as the terms of the contract. Plaintiff is refusing to confirm at which hospital she intends to give birth.

106. As a result of Plaintiff's conduct, Defendants have experienced extreme suffering. Dr. Avula independently noted their distress in her medical report. Both Defendants have well documented loss of sleep, weight, and appetite. They sleep an average 3-4 hours a night. They

⁵² See Defs. A.B. and C.D.'s Reply to Mot. to Set Aside TRO, at CONFIDENTIAL Exhibit 20 (an email regarding an Urgent Mental Health Request).

each see their individual therapists and a therapist who is a trauma specialist for them as a couple. They are completely devastated and have been forced into a legal battle of Plaintiff's making.

107. Defendants are the biological parents of the child carried by Plaintiff. Plaintiff testified under oath that she believes he is Defendants' biological child.

108. Plaintiff did not engage in an activity that would otherwise result in pregnancy prior to the implantation.

109. Defendants never said they would refuse medical treatment as recommended by a doctor for their son.

110. Defendants have testified under oath while Plaintiff was present (either in person or by remote access) that they will follow the guidance of and trust the team of doctors that would care for their son before and after birth to make the most responsible decisions for him.

111. Defendants never stated that they could not afford their son's care. If their son were to be born in Alaska with his condition, not only would his life be in danger, but it would also be an extreme yet avoidable burden for them to pay for a \$100,000 + flight to a treating hospital, which would likely not be covered by health insurance. This risk and expense are eliminated if their son is born in California. Through her actions, Plaintiff is denying Defendants the ability to have their son cared for by some of the best physicians in the world. Plaintiff intends to deliver Defendants' son in Texas.

112. Paragraph 513 of Plaintiff's First Amended Verified Complaint demonstrates her intention to violate the terms of the Gestational Surrogacy Agreement and take Defendants' son to Texas.

113. Plaintiff intends to claim that Texas law determines parentage.

114. Plaintiff does not intend to claim that Alaska law determines parentage.

115. Plaintiff does not intend to give full faith and credit to the California order on parentage and custody.

116. Plaintiff signed her initials to the bottom of each and every page of the Gestational Surrogacy Agreement to demonstrate her understanding and acknowledgement of the terms.

117. At some point after September 17, 2025, and without Court authorization, Plaintiff cut off contact with Defendants.⁵³

118. At some point after September 17, 2025, and without Court authorization, Plaintiff has refused to communicate with Defendants.⁵⁴

119. At some point after September 17, 2025, and without Court authorization, Plaintiff withdrew her consent to allow communication between her doctors and Defendants and has actively prevented them from obtaining information about their son's medical condition.⁵⁵

120. At some point after September 17, 2025, and without Court authorization, Plaintiff has refused and is currently refusing to include Defendants in the decision-making process for their child.⁵⁶

⁵³ See Pl.'s First Am. Verified Compl., CONFIDENTIAL Exhibit C, at ¶¶ 9 and 22.2 (Gestational Surrogacy Agreement).

⁵⁴ *Id.*

⁵⁵ See *id.* at ¶¶ 9, 14, 21, 22.1, 22.2, 23, 25, 26.1, 28, 30.

⁵⁶ *Id.*

121. Plaintiff has violated and is currently violating several of the terms in the Gestational Surrogacy Agreement, specifically Paragraphs 21, 22.1, 22.2, 23, 24.1, 25, 26.1, 26.2, 27.1, 28, 29, 30, 32, 33, 39, 41, 47.1, 47.2, 48, 49.1, 49.2, 50.1, 50.2, 51, 52.1, 52.2, 53, 55, 56, 59, 60, and 61 of the Gestational Surrogacy Agreement. Furthermore, she has indicated an intention to violate these terms of the Agreement.

122. Plaintiff has not received leave from any Court to violate any terms of the Gestational Surrogacy Agreement.

123. Plaintiff has not received any declaration from a Court relieving her of her obligations under the Gestational Surrogacy Agreement.

124. No Court has declared the Gestational Surrogacy Agreement void or unenforceable as applied to the parties.

125. Plaintiff understands that under the terms of the Gestational Surrogacy Agreement she has an obligation to fulfill her part of the Agreement until a Court relieves her of that obligation.

126. Plaintiff has made no claim that her Informed Consent to be a Gestational Surrogate as acknowledged by her on December 8, 2025, was involuntary or coerced in any way.

127. Plaintiff's signature to the Informed Consent on December 8, 2025, was knowing and voluntary.

128. Paragraph 5 specifies Plaintiff's intention to carry and give birth to the Child for Defendants as "the Intended Parents and not for the purpose of having a Child who the [Plaintiff]

will raise or with whom she will have a legal or custodial relationship.” It furthers states that “[i]t is the express intention of the [Plaintiff] that the [Defendants] shall assume legal custody, control, and care for the newborn Child immediately upon birth and that the [Defendants] shall become the legal parents of the Child with all attendant parental rights.”⁵⁷

129. In litigation in California and Alaska, Plaintiff has asserted legal, parental and custodial rights of Defendants’ biological child.

130. Paragraph 6.1 states that Plaintiff “agrees that she is entering into this Agreement with the intention that in accordance with the laws of the State of Alaska, she will take whatever steps are necessary to have the [Defendants] named as the custodial and legal parents” of the Child on the birth certificate and to permit the Defendants “to obtain immediate legal and physical custody of any Child born as the result of this Agreement.”⁵⁸

131. In litigation in California and Alaska, Plaintiff has asserted legal, parental and custodial rights of Defendants’ biological child.

132. Paragraph 6.1 states that absent a prebirth order, Plaintiff “shall execute an Acknowledgment or Affidavit of Paternity naming the genetic [Defendants] as the legal and custodial Parent[s] and further, [Plaintiff] shall cooperate and participate as necessary in post-birth procedures to establish the legal parentage of the Intended Parents.”⁵⁹

⁵⁷ *Id.* at ¶ 5.

⁵⁸ *Id.* at ¶ 6.1.

⁵⁹ *Id.*

133. Plaintiff signed her initials at the bottom of page 2 of the Gestational Surrogacy Agreement acknowledging her review and understanding of these terms.

134. In litigation in California and Alaska, Plaintiff has asserted legal, parental and custodial rights of Defendants' biological child. Plaintiff has refused all efforts or requests for cooperation in establishing legal parentage of Defendants.

135. Paragraph 6.2 requires Plaintiff to be bound by the terms of the Gestational Surrogacy Agreement even in the event of life changes. It requires her to cooperate fully in signing all necessary legal documents. Failure to do so results in material breach of the Agreement.

136. Plaintiff signed her initials at the bottom of page 3 of the Gestational Surrogacy Agreement acknowledging her review and understanding of these terms.

137. Plaintiff has failed to voluntarily and cooperatively sign all necessary legal documents as required by the Gestational Surrogacy Agreement.

138. Paragraph 7 of the Gestational Surrogacy Agreement requires Plaintiff to agree that Defendants "shall name any Child born pursuant to this Agreement" and to honor Defendants' choice of name for their child.⁶⁰

139. Plaintiff signed her initials at the bottom of page 3 of the Gestational Surrogacy Agreement acknowledging her review and understanding of these terms.

140. Throughout the proceedings in both Alaska and California, Plaintiff has not used the name chosen by Defendants. Even when ordered to refrain from doing so by a California

⁶⁰ *Id.* at ¶ 7.

judge, Plaintiff has continued to use the name she chose rather than the name chosen by the child's parents.

141. Paragraph 8 of the Gestational Surrogacy Agreement represents Plaintiff's intention to assist Defendants in creating their family. Plaintiff agreed that it was in the best interests of the Child for Defendants to exercise all of their rights and privileges with regard to the Child from the moment of birth. Plaintiff understood that this included while the Child was still in the hospital. Plaintiff acknowledged that Defendants were to be designated as the persons authorized to care for the Child in the hospital. Plaintiff agreed that Defendants were to take full custody and responsibility immediately upon birth for Defendants' child.

142. Plaintiff signed her initials at the bottom of page 3 of the Gestational Surrogacy Agreement acknowledging her review and understanding of these terms.

143. Paragraph 9 of the Gestational Surrogacy Agreement demonstrated the agreement of the parties that the Defendants would be able to be present at the birth of their child, to be available to care for their child as soon as possible after birth, and to be available to be designated as the legal and custodial parents of the child. It further represented their agreement that Defendants may attend any or all pre-natal medical examinations and that they may be present in the birthing room to witness the birth of their child.

144. Plaintiff signed her initials at the bottom of page 3 of the Gestational Surrogacy Agreement acknowledging her review and understanding of these terms.

145. Plaintiff's conduct in litigation in California and Alaska is in violation of the terms of this Gestational Surrogacy Agreement after Plaintiff has received and accepted the benefit of her bargained for agreement.

146. Paragraph 14 of the Gestational Surrogacy Agreement requires Plaintiff to adhere to all medical instructions given to her by all other physicians who may become involved in the procedures described in the Agreement.

147. Plaintiff signed her initials at the bottom of page 4 of the Gestational Surrogacy Agreement acknowledging her review and understanding of these terms.

148. Plaintiff has failed to adhere to all medical instructions given to her by the physicians who have become involved in procedures described in the Gestational Surrogacy Agreement.

149. Plaintiff is repudiating her affirmations and promises in the Informed Consent Gestational Surrogate agreement.⁶¹

150. Plaintiff is continuing to challenge the entry of a prebirth order,⁶² arguing against the parentage determination in California in violation of the terms of the Gestational Surrogacy Agreement.

151. Plaintiff and her lawyers are making frivolous legal claims, presenting false information to this Court and to the California court, and indicating her intentions to blatantly

⁶¹ See Defs. A.B. and C.D.'s Reply to Mot. to Set Aside TRO, at CONFIDENTIAL Exhibit 16.

⁶² See Pl.'s First Am. Verified Compl., CONFIDENTIAL Exhibit C, at ¶ 6.1 (Gestational Surrogacy Agreement).

violate the terms of the Gestational Surrogacy Agreement and the Informed Consent Gestational Surrogate agreement after receiving more than \$60,000 in benefits from her bargain.

FIRST CLAIM FOR RELIEF

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

152. Defendants reallege paragraphs 1 through 151 and incorporate them by reference.

153. Plaintiff's conduct in violating the terms of the Gestational Surrogacy Agreement were extreme and outrageous.

154. Plaintiff intended to cause Defendants emotional distress or acted with reckless disregard for the probability of her actions causing them to suffer emotional distress.

155. Defendants suffered severe emotional distress because of Plaintiff's deliberate and ongoing conduct.

SECOND CLAIM FOR RELIEF

BREACH OF CONTRACT

156. Defendants re-allege paragraphs 1 through 155 as if fully set forth herein and further alleges as follows:

157. Plaintiff and Defendants entered into a Gestational Surrogacy Agreement that created a contractual relationship between them.

158. Both parties were represented by counsel.

159. Both parties had the opportunity to negotiate to change the terms of the Gestational Surrogacy Agreement before entering into the Contract.

160. Neither party was in any more of a position of bargaining power than the other.

161. No promises were made to either party outside the terms of the Gestational Surrogacy Agreement.

162. Defendants have paid more than \$60,000 to Plaintiff and have substantially complied with the other terms of the Gestational Surrogacy Agreement.

163. Plaintiff has expressed in her First Amended Verified Complaint that she does not intend to follow the terms of the Gestational Surrogacy Agreement.

164. Plaintiff has violated and is in ongoing violation of at least Paragraphs 5, 6.1, 6.2, 7, 8, 9, 14, 15.1, 17, 19.3, 21, 22.1, 22.2, 23, 24.1, 25, 26.1, 26.2, 27.1, 28, 29, 30, 32, 33, 39, 41, 47.1, 47.2, 48, 49.1, 49.2, 50.1, 50.2, 51, 52.1, 52.2, 53, 55, 56, 59, 60, and 61 of the Gestational Surrogacy Agreement.

165. As a direct, proximate, and foreseeable result of Plaintiffs' breach of contract and violation of the terms of the Gestational Surrogacy Agreement, Defendants have suffered substantial damages, both in terms of economic and non-economic loss, more than \$100,000, the precise amount to be determined at trial.

THIRD CLAIM FOR RELIEF

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

166. Defendants re-allege paragraphs 1 through 165 as if fully set forth herein and further alleges as follows:

167. Under Alaska law, every contract includes an implied covenant of good faith and fair dealing. Plaintiff owes Defendants the duty of good faith and fair dealing in the performance of obligations under the Gestational Surrogacy Agreement.

168. Plaintiff materially breached the covenant of good faith and fair dealing in various ways, including, but not limited to, by knowingly and materially breaching the Gestational Surrogacy Agreement by unreasonably refusing to comply with the terms of the Gestational Surrogacy Agreement even when notified that her conduct was considered a material breach under the specific terms of the Agreement.

169. Plaintiff breached her duties that she owed the Defendants under Alaska law.

170. As a direct, proximate, and foreseeable result of the breach of covenant of good faith and fair dealing, Defendants have suffered substantial damages, both in terms of economic and non-economic loss, more than \$100,000, the precise amount to be determined at trial.

DAMAGES CLAIMED

Wherefore, Defendants claim because of Plaintiff's actions:

1. Judgment for monetary damages, including economic and non-economic damages, in an amount more than \$100,000, the exact amount to be proven at the time of trial;
2. Punitive damages for the malicious, outrageous conduct of Plaintiff against Defendants;
3. For all costs and attorney's fees associated with this lawsuit; and
4. For all relief the Court deems just and appropriate.

DEFENDANTS A.B. AND C.D.'S PRAYERS FOR RELIEF

WHEREFORE, Answering Defendants A.B. and C.D., having answered Plaintiff's First Amended Verified Complaint, pray for the following relief:

1. That Plaintiff's Requested Relief Paragraphs 1 - 5 be DENIED with prejudice;
2. That Plaintiff's Causes of Action Paragraphs 18 - 20 be IMMEDIATELY DISMISSED and her Requested Relief Paragraphs 6 - 7 be IMMEDIATELY DENIED with prejudice as a matter of law by Article IV § 1 of the Full Faith and Credit Clause of the United States Constitution and the Order of the Alaska Superior Court, dated June 29, 2026;
3. That Defendants A.B. and C.D. be awarded their costs and reasonable attorney's fees incurred in defending against Plaintiff's actions; judgment for monetary damages, including economic and non-economic damages, in an amount more than \$100,000, the exact amount to be proven at the time of trial;
4. Punitive damages for the malicious, outrageous conduct of Plaintiff and her agents against Defendants A.B. and C.D.;
5. For all costs and attorney's fees associated with this lawsuit; and
6. For all relief the Court deems just and appropriate.

DATED this 13th day of July 2026, at Anchorage, Alaska.

DILLON FINDLEY & SIMONIAN, P.C.
Attorneys for Defendants A.B. and C.D.

By: /s/ Margaret Simonian
Margaret Simonian, ABA No. 9901001

By: /s/ Julia D. Moudy
Julia D. Moudy, ABA No. 9411112

CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2026, a copy of the foregoing document was served electronically through the TrueFiling system on Lester Syren, Erik Baptist, Allison Pope, James Compton, Lincoln Davis Wilson, Robert J. Bucknam, Megan N. Sandone, Courtney A. Kuhlmann, Chester D. Gilmore, Samuel G. Gottstein.

/s/ Julia D. Moudy