

anc.law.ecf@alaska.gov

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

McKenna West,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
A.B.; C.D.; Victoria Ferrara; The	)	
Ferrara Law Group, PC; Worldwide	)	
Surrogacy Specialists, LLC; Lori	)	
Colbert; and Colbert Family Law, LLC,	)	
	)	
Defendants.	)	Case No. 3AN-26-07180 CI

STATE OF ALASKA’S STATEMENT OF INTEREST

This case implicates key questions regarding the extent of the Alaska Constitution’s right to privacy and autonomy. The State of Alaska respectfully submits this statement of interest addressing only the question of whether the Court may compel a woman to undergo pregnancy-related medical care with a provider she would not otherwise choose.¹ Here, the Alaska Constitution protects the right of a surrogate mother to make deeply personal medical decisions—including whether to continue her pregnancy, where she will receive prenatal care, which doctors will help her manage her high-risk pregnancy, and who ultimately will treat her as she labors and delivers the baby. The constitutional right of privacy protects a woman’s autonomy to make those

¹ Alaska Stat. 44.23.020(b)(1) gives the Attorney General the responsibility to “defend the Constitution of the State of Alaska.” Given the compressed timeline of this case, the Attorney General is not seeking to intervene, but provides this statement of interest as an amicus.

decisions for herself. It does not empower contracting parties or a court to make them for her here.

BACKGROUND

McKenna West, an Alaskan resident, entered into a surrogacy agreement with a couple, A.B. and C.D. When West and the couple signed the agreement, they included a forum selection clause, agreeing that “the laws of the State of Alaska shall govern this agreement,” and that any legal proceedings must occur in “the State of Alaska.”

While the surrogacy agreement originally contemplated West giving birth in Alaska if there were no complications, circumstances changed after the baby’s prenatal diagnosis of hypoplastic left heart syndrome (HLHS). No hospitals in Alaska are prepared to provide treatment for HLHS at birth. After declining the couple’s demand that she abort the pregnancy, West has relocated to Texas, near a hospital with medical staff she has chosen to provide medical care during the remainder of her pregnancy, labor, birth, and postpartum recovery. This hospital also has the expertise to provide lifesaving care for the baby once he is born.

Instead of honoring the surrogacy agreement’s forum selection clause, the couple filed a lawsuit in California, seeking to establish parentage over the baby. West filed a multi-count complaint in this court, and the couple are now seeking an order here that, among other things, would order West to travel from Texas to California for continuing prenatal care, labor, and delivery.

ARGUMENT

Alaska's constitutional guarantees of individual liberty are "more protective" than the federal constitution.² The framers of Alaska's constitution, "with their strong emphasis on individual liberty,"³ explicitly protected the "right of the people to privacy."⁴ Alaska courts have recognized that "few things [are] more personal than one's body."⁵ So they have interpreted the Alaska constitution as protecting "the fundamental right to consent to medical treatment for oneself[.]"⁶

Beneath the broader umbrella of medical treatment, the Alaska Supreme Court has specifically protected "a woman's control of her body, including the choice of whether and when to have children."⁷ Any restriction that burdens women's right to privacy, including reproductive decisions, "must be subjected to strict scrutiny and can only survive review if it advances a compelling state interest using the least restrictive means of achieving that interest."⁸

² *Myers v. Alaska Psychiatric Inst.*, 138 P.3d 238, 245 (Alaska 2006).

³ *Id.* (quotation omitted).

⁴ Alaska Const. art. I, § 22.

⁵ *Breese v. Smith*, 501 P.2d 159, 169 (Alaska 1972).

⁶ *Kiva O. v. State Dep't of Health & Soc. Servs.*, 408 P.3d 1181, 1186 (Alaska 2018).

⁷ *State v. Planned Parenthood of Alaska*, 171 P.3d 577, 581 (Alaska 2007) (quoting *Valley Hosp. Ass'n, Inc. v. Mat-Su Coal. for Choice*, 948 P.2d 963, 968 (Alaska 1997)).

⁸ *Id.* at 582.

Given the “uniquely personal physical, psychological, and economic implications of the abortion decision,”⁹ it is difficult to imagine a scenario in which the State would have a compelling interest where the least restrictive means of achieving it is requiring a mother to undergo an abortion. Therefore, the State’s position is that a court could not constitutionally enforce any abortion clause within a surrogacy agreement if the surrogate mother does not consent to a doctor performing the abortion on her.¹⁰

The same constitutional principle extends beyond the abortion decision itself. Pregnancy, prenatal care, labor, delivery, and postpartum recovery all involve profoundly personal medical decisions entrusted to the woman whose body undergoes those procedures. And “[f]ew things are more personal’ than a woman’s control of her body.”¹¹ Here, there is no dispute that the medical teams in Texas can provide exceptional medical care for both West and the baby. No one has argued that either West or the baby will be harmed by the medical team’s course of treatment in Texas. Nor is there any dispute that West is able to make reasonable medical decisions for herself.

The couple, A.B. and C.D., argue that it is better for them to provide ongoing care for the baby, once he is born, in California. The State is not taking a position on the appropriate care for the baby after he is born. But the unborn child is currently entirely

⁹ *Valley Hosp. Ass’n, Inc. v. Mat-Su Coal. for Choice*, 948 P.2d 963, 968 (Alaska 1997) (quotation omitted).

¹⁰ *See Shelly v. Kraemer*, 334 U.S. 1, 14 (1948) (“[j]udicial action is to be regarded as action on the State”).

¹¹ *Valley Hosp. Ass’n, Inc.*, 948 P.2d at 968.

dependent on another person—West. And West has chosen physicians she knows, a hospital she trusts, and a clinical team that will manage her pregnancy, labor, delivery, and recovery. The order requested here would strip away those choices and require her to undergo those same medical procedures in California with providers with whom she has no relationship. As explained in *Myers*, involuntary medical intervention is only permitted if a court independently finds that it “is in the patient’s best interests and no less intrusive alternative is available.”¹² The Court must acknowledge that West is also a patient here by evaluating her interests and rights separately. A surrogacy agreement cannot strip West of her right to control her own pregnancy decisions when those decisions are not causing harm.

CONCLUSION

Any order from this Court should protect West’s constitutional right of privacy and autonomy to decide who provides her own medical treatment during and after her pregnancy. Because the surrogacy agreement makes clear that Alaska law controls any disputes between the couple and West, this Court should enforce the Alaska Supreme Court’s explicit protections for women to control decisions regarding reproduction, pregnancy, labor, and delivery. Ordering an Alaskan woman to travel to California against her will, to undergo medical procedures with medical professionals she is not familiar with and did not choose, would violate her rights under the Alaska Constitution.

¹² 138 P.3d at 254.

DATED July 27, 2026.

CORI MILLS
ACTING ATTORNEY GENERAL

By: /s/ Jenna M. Lorence
Jenna M. Lorence
Solicitor General
Alaska Bar No. 2605064

CERTIFICATE OF SERVICE

I certify that on July 27, 2026, true and correct copies of the foregoing State of Alaska's Statement of Interest was served on the following via the TrueFiling system:

Lester Syren
Syren Law Offices
syrenlawoffices@yahoo.com

Lincoln Davis Wilson
Robert Bucknam
James Compton
First & Fourteenth PLLC
lincoln@first-fourteenth.com
rob@first-fourteenth.com
james@first-fourteenth.com

Erik Baptist
Allison Pope
Alliance Defending Freedom
ebaptist@adflegal.org
apope@adflegal.org

Chester Gilmore
Sam Gottstein
Cashion Gilmore & Lindemuth
chester@cashiongilmore.com
sam@cashiongilmore.com

Megan Sandone
Jermain Dunnagan & Owens, P.C.
msandone@jldolaw.com

Margaret Simonian
Julia Moudy
Dillon Findley & Simonian P.C.
meg@dillonfindley.com
julia@dillonfindley.com

/s/ Angela Hobbs
Angela Hobbs
Law Office Assistant III