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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

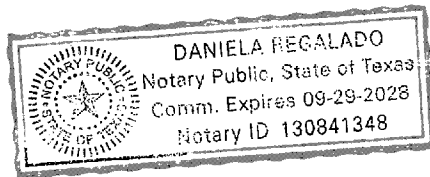
VERIFICATION

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