JOHN B. QUINN, State Bar No. 90378
johnquinn@quinnemanuel.com
DIANE CAFFERATA, State Bar No. 190081
dianecafferata@quinnemanuel.com
QUINN EMANUEL URQUHART & SULLIVAN, LLP
865 S. Figueroa St., 10th Floor
Los Angeles, CA 90017
Telephone: (213) 443-3000
Facsimile: (213) 443-3100

JAMES M. ARROWOOD, State Bar No. 262661
jma@ahattorneys.com
ARROWOOD HELBERT PLLC
15721 North Greenway-Hayden Loop, Suite 101
Scottsdale, Arizona 85260
Telephone: (480) 719-7524
Facsimile: (480) 553-8656

JASON DE BRETTEVILLE, State Bar No. 195069
jdebretteville@sycr.com
JUSTIN OWENS, State Bar No. 254733
jowens@sycr.com
STRADLING YOCCA CARLSON & RAUTH, P.C.
800 Anacapa Street, Suite A
Santa Barbara, CA 93101
Telephone: (805) 730-6800
Facsimile: (805) 730-6801

Attorneys for Petitioner
Alcor Life Extension Foundation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA**

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| ALCOR LIFE EXTENSION FOUNDATION, a California nonprofit organization,<br><br>Petitioner,<br><br>vs.<br><br>KURT J. PILGERAM, an individual, ERIN PARKS, an individual, and DOES 1 through 10, inclusive,<br><br>Respondents. | Case No. _____<br><br>**ALCOR LIFE EXTENSION FOUNDATION'S VERIFIED PETITION TO SET ASIDE AND VACATE PROBATE ORDER ON GROUNDS OF EXTRINSIC FRAUD; TO ASSERT CLAIMS OF FRAUD, BREACH OF FIDUCIARY DUTY, AND WRONGFUL POSSESSION OF PROPERTY (PROBATE CODE § 850); AND CONCEALMENT OF TESTAMENTARY DOCUMENTS (PROBATE CODE § 8200(B))**<br><br>**DATE:**<br>**TIME:**<br>**DEPT:**<br>**JUDGE:** |

1. Petitioner Alcor Life Extension Foundation (hereinafter "Alcor"), a California non-profit organization, on information and belief, hereby alleges the following:

2. This action arises from the recent discovery of the extrinsic fraud perpetrated by Kurt and Karl Pilgeram,[1] aided by Erin Parks, against Petitioner, this Court, and the Estate of Laurence O. Pilgeram ("Laurence" or the "Decedent"), requiring this Court to set aside and vacate the Final Order of Distribution of the Estate (the "Estate") and reopen the probate action in this case, Probate No. 15PR00147. Alcor further requests the Court appoint a private professional fiduciary to collect and safeguard the property received by the recipients of Estate funds pursuant to the Final Order of Distribution in a constructive trust for the Estate's benefit pending a new probate distribution.

3. Kurt Pilgeram—a biological child of the decedent Laurence O. Pilgeram, and a court-appointed administrators of his Estate—with the help of his attorney, Erin Parks, through a series of fraudulent representations, actions, and omissions, prevented Alcor, an interested party under Probate Code § 48, from having its day in Court.

4. Kurt, as an administrator of the Estate, had a fiduciary duty to the Estate and to interested parties. *Larrabee v. Tracy* (1943) 21 Cal. 2d 645, 650. As such, he was required to treat others interested in the Estate with fairness, and to carry out the wishes of the decedent, not to enrich himself personally at the expense of the Estate. Ms. Parks had a duty under California law not to perpetrate fraud on third parties. *Rickley v. Goodfriend* (2013) 212 Cal. App. 4th 1136, 1151.

5. Alcor was an "interested party" in the Estate under Probate Code § 48. Alcor, the world's leading cryonic research and preservation institution, had a strong interest in meeting its

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[1] The actions alleged throughout the complaint apply with equal force to Karl Pilgeram, Laurence's other biological child and Kurt's co-administrator of the Estate. Alcor declines to name Karl as a respondent in this proceeding because Alcor and Karl entered into a settlement agreement resolving their dispute in the civil proceeding, *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172, that precludes Alcor from asserting claims against Karl here. While the terms of the agreement are confidential, Alcor is amenable to the Court's examination *in camera*, should Karl agree.

Should the Court find that Karl is an indispensable party to the instant proceeding, Alcor asks that the court either join Karl *sua sponte* or order the Respondents to join Karl. Authority establishes that this is an appropriate course of action. *See Sulit v. Slep-Tone Entm't* (N.D. Cal. 2007) No. C06-00045 MJJ, 2007 WL 4169762, at *5 (ordering defendant to join necessary party when release agreement prevented plaintiff from doing so); *see also Dreamweaver Andalusians, LLC v. Prudential Ins. Co. of Am.* (2015) 234 Cal. App. 4th 1168, 1174 ("In its current form, section 389 tracks the language of its federal counterpart, rule 19 of the Federal Rules of Civil Procedure . . . . It is therefore appropriate to use federal precedents as a guide to application of the statute." (citation and internal quotation marks omitted)).

obligations to cryonically preserve the remains of Laurence as directed and desired by him, which is evidenced by:

- Laurence's "Testamentary Directions Regarding the Disposition of My Human Remains," signed by him in the presence of two independent witnesses on October 26, 1990, which he characterized as a Codicil to his March 22, 1988 will (hereinafter, "Testamentary Directions");
- The "no contest provision" in Laurence's "Testamentary Directions" automatically **disinheriting** anyone who challenged his decision to be cryonically preserved;
- Laurence's Cryonic Suspension Agreement ("CSA") with Alcor, which he signed in the presence of two independent witnesses on October 26, 1990;
- Laurence's "Authorization of Anatomical Donation," signed by him in the presence of two independent witnesses on October 26, 1990;
- Laurence's "Consent for Cryonic Suspension," signed by him in the presence of two independent witnesses on October 26, 1990;
- Laurence's "Application for Cryonic Suspension," signed by him on October 26, 1990, and which also specifically referenced his March 22, 1988 will;
- Laurence's Jackson National Life Insurance Company "Collateral Assignment," dated October 24, 1990, assigning the proceeds of his life insurance policy to Alcor to fund "cryonic suspension arrangements;"
- A 1980 will amendment that was only, allegedly yet conveniently, just very recently discovered, in which Laurence directed his body to be cryonically preserved;
- Laurence's life's work, which was devoted to understanding and controlling the aging process, as well as his autobiography, which describes this life's work;
- Kurt's judicial admissions, and admissions by Laurence's brother, James Pilgeram, in a related case, *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172, that Laurence definitely wanted to be cryonically preserved to the extent possible; and
- Laurence's repeated attempts to persuade or cause family members to be cryonically preserved, as discussed in the deposition of James.

6. Alcor's strong interest in meeting its obligations to Laurence under the contract, and under the Testamentary Directions he left as the cryonic preservation "Codicil" to his March 22, 1988 will—as well as its interest in protecting Laurence's interests as a decedent in having his directions as to the disposition of his remains carried out—is evidenced by its unwavering efforts to protect these rights over time. In particular, Alcor continues to protect those rights in *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172, wherein Alcor has had to spend millions of dollars in legal fees that never would have been required had extrinsic fraud not been perpetrated on it by Kurt and Ms. Parks in the first place.

7. Despite the undeniably strong interests of Alcor in protecting the rights of Laurence and of Alcor, Kurt, working through and with his probate lawyer, Ms. Parks, did not provide Alcor with official notice of the probate proceeding, as required under California law and the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution. Simultaneously, in fact, Alcor and Kurt were parties to an interpleader action brought by Jackson National Life Insurance Company over Laurence's life insurance policy, which was intended to cover the costs of cryonic preservation, Case No. 2:15-cv-4975. The interpleader action resulted from Kurt's holding up the release of the proceeds based on his claimed concern that Laurence's cephalon might not be *being sufficiently well preserved* by Alcor. In the interpleader action, Kurt and Ms. Parks intentionally and actively led Alcor to believe that its rights to the life insurance proceeds, and to preserve Laurence's remains as Alcor and Laurence had agreed and as Laurence had willed, were already being compromised and settled.

8. Kurt thus committed textbook extrinsic fraud. "What, then, is an extrinsic or collateral fraud, within the meaning of this rule? Among the instances given in the books are these: Keeping the unsuccessful party away from the court by a false promise of a compromise, or purposely keeping him in ignorance of the suit . . . ." *Hanley v. Hanley* (1896) 114 Cal. 690, 693-94. As the Supreme Court of California explained in *Estate of Sanders*, "[t]he clearest examples of extrinsic fraud are cases in which the aggrieved party is kept in ignorance of the proceeding or is in some other way induced not to appear." 40 Cal. 3d 607, 614.

9. Kurt's posture, and specific representations, in the interpleader action were all designed to lead, and in fact led, Alcor to reasonably conclude that it did not have to participate in Laurence's

probate proceedings to protect its rights. The reason the life insurance money designated for Alcor was being held up was Kurt's purported desire to ensure that his father's cephalon was in fact being preserved by Alcor. Alcor was led to believe that the interpleader action would be settled, and the money released, upon a showing by Alcor that Laurence's cephalon was in fact being preserved by Alcor. At all times, and even afterwards, Kurt claimed to be advancing the Estate's interests. Ms. Parks assisted in misleading Alcor by telling it that Kurt was negotiating over these issues in his capacity as administrator of the Estate. These misrepresentations and omissions, along with the fact that they did not give Alcor notice of the probate proceeding, deprived Alcor of its day in court.

10. Then, having neutralized Alcor for the duration of the probate action by settling the interpleader action, Kurt (1) concealed and/or destroyed a will of Laurence Pilgeram's that he now admits he had possession of in 2015 and inexplicably no longer has; (2) withheld from the Probate Court the Testamentary Directions, the CSA, and many other documents that set forth Laurence's clear testamentary intent as to the cryonic preservation of his remains; (3) withheld from the Probate Court a 1980 will "amendment" unequivocally stating Laurence's intention to be cryonically preserved; and (4) falsely represented to the Probate Court that Laurence had died intestate.

11. Kurt as administrator had a statutory duty to produce the wills in his possession to the Probate Court, and, as a person in possession of all these testamentary documents during the Probate proceeding, he breached a fiduciary duty to the Estate and interested parties in not delivering them to the Court and in telling the Probate Court Laurence died intestate. Kurt continued to conceal the fact he had committed these acts of intrinsic fraud by falsely representing to the Superior Court during the demurrer proceedings in civil case 17CV05172 as late as early 2018 that there was "no will." *See* Prob. Code § 8200(a)(1); *see also* Kurt Pilgeram's Feb. 15, 2018 Reply to Alcor's Opp. to Demurrer at 4, *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172.

12. Kurt also violated his duty as an administrator of the Estate to treat interested parties with fairness. As evidenced by Ms. Parks' own description of her work in the interpleader action, Kurt cynically and aggressively contested Alcor's right to the $80,000 his father had specifically arranged for Alcor to fund his and others' cryonic preservation.

13. These intrinsic frauds and breaches were only possible due to Kurt's ***extrinsic fraud*** against Alcor. Through his scheme to keep Alcor out of the probate proceeding, Kurt was able to (1) avoid whatever bequests were in Laurence's latest will; (2) obtain his one-half share of the value of the entire Estate, of about $8 million; (3) avoid the clause in the Testamentary Directions that would either prevent him from interfering with Laurence's preservation (and the associated rights of Alcor to preserve him) or disinherit him; and (4) in spite of recognizing and admitting his father's earnest and unflagging desire to be cryonically preserved, to bring and maintain a frivolous and malicious lawsuit against Alcor in which Kurt has ***challenged*** his father's preservation and demanded Alcor hand over Laurence's preserved remains ***so that he could destroy them*** (even after initially representing in the interpleader action that he wanted to confirm Alcor properly cryo-preserved them.

14. On behalf of her client, Kurt, Ms. Parks was instrumental in lulling Alcor into a false understanding that Kurt agreed with the preservation of his father's cephalon, when he really intended to challenge the preservation. She also represented that Alcor's dispute with Kurt over the amount of life insurance to be released to Alcor was being compromised in the interpleader action. Ms. Parks knew Alcor had an interest in the probate proceedings, yet intentionally failed to give Alcor notice. Ms. Parks also actively worked to exclude any evidence of a trust or a will so that her client could falsely claim Laurence died intestate and challenge his cryonic preservation without fear of being disinherited. These actions and others by Ms. Parks thus permitted her clients to obtain $16 million—with $8 million of that amount going to Kurt—and simultaneously defrauded Alcor and cost it millions of dollars.

15. Further, Ms. Parks had her own independent duty not to defraud third parties, including the Court and beneficiaries of the Estate. For her "extraordinary" efforts, she claimed at least $147,000 in ONE DAY for what must have been phony legal work, a claim which Kurt submitted to the Court as the Estate's administrator, and the Court approved without realizing the impossibility of it, thereby permitting her to take this money from the assets of the Estate.

16. None of these outcomes would have occurred had Kurt not committed extrinsic fraud against the Estate's beneficiary, Alcor, in the probate proceeding. In violation of his duties to Alcor, Kurt willfully excluded Alcor from notice of the proceeding and simultaneously and falsely led it to

believe its interests were being protected in the interpleader action. As a direct result of his misconduct, Alcor has accrued millions of dollars of damages in defending itself against a frivolous and malicious lawsuit challenging the cryonic preservation that ***everyone in that suit agrees Laurence wanted*** and in enforcing Laurence's right to have his remains cryonically preserved as he undisputedly intended.

17. This Court may set aside a Final Order of Distribution ***at any time*** if the order was procured through extrinsic fraud. *See Estate of Carter* (2003) 111 Cal. App. 4th 1139, 1144.

18. Due to Kurt's extrinsic fraud, the Court should set aside the Final Order of Distribution in the Estate of Laurence O. Pilgeram; reopen the probate action in this case, Probate No. 15PR00147; and appoint a private professional fiduciary to collect and safeguard the property received by any recipients of Estate funds pursuant to the Final Order of Distribution in a constructive trust for the Estate's benefit pending a new probate distribution.

## THE PARTIES

19. Petitioner Alcor Life Extension Foundation is a California non-profit corporation registered with the California Secretary of State with its headquarters located in Scottsdale, Arizona.

20. Respondent Kurt Pilgeram is the son of Laurence Pilgeram, and his current place of residence is in Montana.

21. Respondent Erin Parks represented Kurt and Karl Pilgeram in the interpleader action and the probate action for Laurence Pilgeram's estate, Probate No. 15PR00147. Her current place of residence is in or near Santa Barbara, California.

## JURISDICTION AND VENUE

22. This Court has jurisdiction over the Parties hereto, including all named Respondents, as each served as an administrator, was an interested party, or represented an interested party in a probate proceeding that resulted in a final distribution order in Santa Barbara County.

23. This Court has subject matter jurisdiction over this action pursuant to Code of Civil Procedure § 410.10, Probate Code §§ 7050, 7051, and other provisions of the California Codes. This

Court also has supplemental jurisdiction over related claims, whether or not expressly authorized by the Probate Code. *Estate of Baglione* (1966) 65 Cal. 2d 192, 196-97.

24. Kurt has admitted that issues related to the decedent's intent, specifically the interpretation and application of the no-contest provision of the Testamentary Directions, are subject to the exclusive jurisdiction of the Probate Court. In his January 11, 2018 demurrer briefing in Civil Matter No. 17CV05172, Kurt admitted:

> THE DEMURRER MUST ALSO BE SUSTAINED ON THE GROUND THAT THE DECLARATORY RELIEF REQUESTED BY PLAINTIFF IS SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE PROBATE COURT – THIS COURT HAS NO JURISDICTION TO HEAR THE ACTION [22.] The Probate Department of this Court, and that Department only, has jurisdiction to hear a request finding that a party has violated a 'no-contest' provision under a testamentary instrument. Only the Probate Court is empowered to act in a decedent's estate administration to, e.g., probate a will (Probate Code §§ 8200-8272), interpret a will, trust, deed or other instrument subject to probate court jurisdiction (Probate Code §§ 21120-21122), determine entitlement to distribution (Probate Code §§ 11700-11705), and administer and distribute a decedent's estate (Probate Code §§ 900 et seq., 11600 et seq.) Ignoring the fact that the "Codicil" is not a codicil at all (because there was no will),[2] Plaintiff's request that the Court declare Defendant in violation of the alleged "Codicil" ["Testamentary Directions"] is a matter that is exclusively within the jurisdiction of the Probate Court.[3]

25. Venue is proper in this judicial district under Code of Civil Procedure § 395 in that this is the judicial district where the obligation or liability arises and where the breach and fraud occurred.

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[2] This representation to the Court was simply false. A "will" includes "codicil and any testamentary instrument which merely appoints an executor or revokes or revises another will." Cal. Prob. Code § 88.

[3] The Superior Court agreed that it lacked jurisdiction over these claims, but it overruled Kurt's demurrer on the basis that these allegations were part of a cause of action and it could not sustain the demurrer as to a partial cause of action. *See* Minute Order of Feb. 23, 2018, *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172, at 4.

Additionally, venue is proper in this district under Probate Code § 7051 because Laurence Pilgeram was domiciled in Santa Barbara County at the time of his death.

## FACTUAL ALLEGATIONS

26. ***Laurence's Unwavering Desire to Be Cryonically Preserved.*** For over forty years before his death, Laurence was passionate about cryonic preservation. From the time he was a young child, Laurence harbored a deep interest in studying the aging process. Very early in life, he began to "question why illness and death occurred and why [his] elders were so helpless in the fight against aging, disease, and death." He was obsessed with the thought of losing his parents to "this inevitable cycle of aging, illness and death." And his early experiences with death caused him "to raise questions as to why organisms age and die."

27. Laurence's interest in outsmarting death did not end in childhood—it extended into both his professional and personal life as an adult. Laurence entered medicine to research aging and death. His study of medicine at the University of California at Berkeley, the University of Illinois College of Medicine in Chicago, the University of Minnesota School of Medicine, and the Baylor College of Medicine all took place within the context of his strong desire to study aging and to find a way to beat death, including through cryonic techniques.

28. Laurence was disappointed that "[a]nyone professing to have an interest in the study of aging was looked upon with less than great respect." Laurence gave professional lectures on the topic of cryonic preservation. Even the dedication in his autobiography evinces his overwhelming devotion to understanding and controlling aging and death. He dedicated this book in part to "students of biological science," who he hoped would obtain from his book the "strength to persevere in the quest to understand and control the aging process."

29. Laurence was also a passionate advocate for cryonic preservation in his personal life. For forty years he tried—to no avail—to convince his mother, his younger sister and brother, his wife, and his two sons to consent to cryonic preservation. Laurence even offered to pay for his family members' preservations, and was only dissuaded from preserving his mother's remains after a protracted disagreement with his brother James. He also engaged in a lengthy legal battle with his wife Cynthia's biological family in an effort to have her cryonically preserved after her death.

30. Laurence's family members were not interested in cryonic preservation. While most of his family seemed to regard Laurence's interest in cryonic preservation as a harmless quirk, Kurt appears to have been actively hostile to the idea.

31. Despite his family's misgivings, in 1990 Laurence signed himself up for cryonic preservation with Alcor. Signing up for cryonic preservation required significant planning and forethought. Laurence prepared and signed his Testamentary Directions, which he called a Codicil regarding the disposition of his remains, and that were expressly intended to augment his March 22, 1988 will that dictated how his earthly possessions were to be distributed. Laurence also signed a Consent for Cryonic Suspension, an Authorization of Anatomical Donation, an Application for Cryonic Suspension, a Cryonic Suspension Agreement, and an Addendum to Cryonic Suspension Agreement providing for the allocation of funding over the required minimum amount.

32. Laurence, in order to fund his cryo-preservation, chose to do so by setting up a life insurance policy from Jackson National Life with Alcor as the beneficiary, just as many other cryo-preservation patients do to fund their cryonic suspension. This funding was intended, per the preservation contract, to be used to cover the costs of cryonic preservation.

33. These documents, particularly the Testamentary Directions, demonstrate Laurence's strong and specific desire to be cryonically preserved. The Testamentary Directions "direct[ed] that [his] human remains be preserved indefinitely by the cryogenic treatment known as cryonic suspension." So that he could be sure his wishes would be respected, he took the step of including a no-contest clause in the Testamentary Directions ***specifically disinheriting anyone who attempted to interfere with the cryonic preservation of his remains.*** It said:

> "If any beneficiary contests, attacks, or acts contrary to the directions of this instrument, any share or interest in my testamentary or trust estate given to that beneficiary under my Will is revoked. If any heir contests, attacks, or acts contrary to the directions of this instrument, I give that heir the sum of one dollar ($1.00) and revoke any testamentary disposition that may be made to such heir and his or her issue."

34. Laurence died of natural causes on April 10, 2015, near his home in Goleta, Santa Barbara County. In accordance with the Cryonic Suspension Agreement, Consent for Cryonic

Suspension, Authorization of Anatomical Donation, and Testamentary Directions, Alcor took possession of Laurence's remains.

35. ***The Interpleader Action.*** On April 21, 2015, Alcor, a non-profit, then sought to collect the proceeds of the life insurance policy. In spite of the Testamentary Directions' no-contest cause, Kurt contested Alcor's right to the funds, allegedly on the basis that Alcor may not have "properly" preserved Laurence's cephalon.[4]

36. Due to Kurt's protest, JNL, the life insurance company, filed an interpleader action on July 15, 2015, asking the court to determine who should receive the life insurance proceeds.

37. Negotiations over the settlement were difficult. Kurt's attorney, Erin Parks, was strangely hostile and aggressive throughout the process, given that Kurt was supposedly just concerned about ensuring that Alcor in fact was preserving his father's cephalon, which it was. For example, she accused Alcor of handling her requests for information about the disposition of Laurence's remains with a "[l]ack of transparency and communication," yet she persistently refused to clarify what information beyond standard documentation of preservation was required.

38. During the course of settlement negotiations, Alcor had offered to provide proof that it had in fact preserved Laurence's cephalon, and invited Kurt to visit its facility in Arizona at Alcor's expense. Kurt instead chose photographic evidence of the preservation efforts in lieu of Alcor's extensive alternative offers of proof. The parties ultimately reached an agreement to dismiss the interpleader action and placed the life insurance proceeds into an escrow account pending Alcor's delivery of the photographic proof of Laurence's preservation. The settlement letter was signed on November 15, 2015. Alcor sent a representative to Santa Barbara and presented Kurt and Karl with photographs of the preservation.

39. Having made the required offer of proof, Alcor believed Kurt would release the life insurance proceeds, but Kurt then fell silent for two years, and the life insurance money remained in escrow, where it is to this day.

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[4] Per the preservation contract, Alcor had the authority to convert Laurence's whole-body preservation to a neuropreservation and had the authority to cremate the remains that were not preserved. Alcor did, in fact, properly preserve Laurence's cephalon and has provided evidence of such preservation to Kurt. Laurence also released Alcor "from any and all liability in connection with [its] actions and decision in carrying out the purposes of this Agreement, in so far as those actions and decisions are made in good faith."

40. ***The Probate Proceedings.*** Meanwhile, while Kurt was litigating the interpleader against Alcor, and without giving proper notice to Alcor, he opened probate of Laurence's Estate with the help of his lawyer, Ms. Parks, on June 1, 2015.

41. Ms. Parks and Kurt both clearly knew of Alcor's existence and its interest in Laurence's estate. By that point, Kurt and Erin were already engaged in the interpleader litigation with Alcor over the disposition of the life insurance policy—but they elected not to provide Alcor notice of the probate proceedings at any time during their pendency.

42. In fact, Ms. Parks sent ***Kurt and Karl as individuals***—ostensibly on behalf of her own clients, ***Kurt and Karl as estate administrators***—official notice of the proceedings on June 1, 2015, but did not send notice to any other interested persons. Instead, and on July 1, 2015, she attested to the Probate Court on their behalf that there was no service because Kurt and Karl were the "sole beneficiaries" of the Estate. Letters of Administration for Kurt and Karl were issued July 9, 2015.

43. Kurt filed an Order for Probate on July 15, 2015. Kurt told the Probate Court his father had died intestate. Strikingly, he failed to deliver to the Court either of the two testamentary items in his possession that he revealed he possessed for the first time just in September 2019. One was a will he found shortly after his father's passing in 2015, which Kurt has admitted, in a verified interrogatory response, that he "recall[ed] seeing" in September 2015, and which he now contends is lost or missing. (Kurt J. Pilgeram's September 10, 2019 Response to Special Interrogatories from Alcor Life Extension Foundation Set One, No. 54, in Case No. 17CV05172.) The other was a 1980 will amendment of Laurence's that surfaced for the first time in late 2019 and was produced to Alcor in the civil action. (*Id.*)

44. Laurence had given a number of multi-million-dollar gifts to third parties, such as universities where he had worked, in the last years of his life, and he was certainly aware of his sons' opposition to his desire to preserve his body cryonically. So, it is quite probable that the will Kurt found in 2015 went missing because it left Kurt less money than he would obtain if he "lost" it.

45. Further, although Kurt had his father's Testamentary Directions at least by October 26, 2015, which notably contained (1) specific directions as to what was to be done with his remains and

(2) a no-contest provision disinheriting anyone who interfered with his decision to have himself cryonically preserved, Kurt did not deliver it to the Probate Court during probate.[5]

46. On July 15, 2015, Parks reached out to Morgan Stanley regarding whether Laurence had any assets or trust accounts at Morgan Stanley when he passed. The next day, a representative of Morgan Stanley thanked her for the administration documents she had sent and informed her that they were "running into a different question. The account here was listed as a trust account with Laurence as the trustee. He had claimed to be the trustee of the Laurence Pilgeram trust. He had never actually provided a trust account." Morgan Stanley asked whether there was some official finding by the Court that no trust existed.

47. Rather than seeking more information to determine whether a trust in fact existed, Parks sharply corrected him with the false "facts" that her client was trying to create by concealing all of the testamentary documents and excluding interested party Alcor from the Probate Court:

> There are no beneficiaries claiming the existence of a trust. As we have discussed, and as Kurt and Karl have advised, ***there is NO evidence, nor has there ever been evidence, of the existence of a trust*** except for the title supplied by [Laurence] in regard to his account with your firm. Kurt and Karl, as ***sole beneficiaries*** and administrators of the probate, as well as yourself, should be able to provide Declarations to attest to such fact. The account is an estate account because ***[Laurence] died intestate (without a trust or a will)*** in the state of California.

(Ex. A.)

48. Seemingly to cut off the discussion about the Trust recorded by Morgan Stanley being inconsistent with the administrators' story, she noted

> Also, as I recall, you advised me that your firm repeatedly requested trust documentation from [Laurence] but he never provided it. ***The account should never have been put in the Trust's name without evidence of the trust's existence. Therefore, I would think that your firm's legal counsel should be able to get around to that issue.***

(Ex. A.)

49. She then furnished Morgan Stanley with a purported "release" from Kurt and Karl holding it harmless from any claims of third parties associated with its transferring Laurence's assets to the "Estate Account" (and not to a Trust Account).

[5] The Probate proceeding was discharged on March 13, 2018.

50. Based upon Kurt's false representations that Laurence had died intestate, the Court entered a Final Distribution Order awarding Kurt and Karl the entire Estate, which amounted to more than $16 million.

51. Ms. Parks claimed and received statutory attorneys' fees of ***$143,993.65***.

52. In addition, even though Ms. Parks and Kurt claimed not to recognize Alcor as being an "interested party" to the Estate (by failing to notice it in the probate action), Ms. Parks ***also sought a total of $167,688.50*** in *extraordinary fees* from the Probate Court for her work against Alcor on the interpleader action.

53. Ms. Parks used the Petition for Allowance of Statutory and Extraordinary Attorney Fees and for Final Distribution to detail how she had resolved the question of Alcor's rights to the life insurance money in connection with the interpleader action, theoretically facilitating the probate proceedings.

54. In fact, her work on the interpleader against Alcor did not advance, and was in fact directly contrary to, the interests of the Estate. Specifically, although (1) Ms. Parks' time working on the interpleader action amounted to only about $15,000, (2) the amount at issue in the interpleader action was only $80,000, and (3) the $80,000 still remains in escrow and was never claimed by the Estate, she claimed ***$167,688 extra in compensation***, and supported it with an extensive declaration detailing how she had aggressively dealt with Alcor in supposedly resolving the life insurance issue for "the Estate." Moreover, Ms. Parks claimed to have earned the ***$147,000 on a single day***—September 21, 2015—and although she could ***not*** have possibly earned this money, since it is impossible to bill the 420 hours in one day that she claimed to, Kurt signed off on it and permitted her requested total compensation of more than $300,000 for handling the probate of his father's Estate.

55. The rest of the Estate after taxes were paid, approximately $16 million, was distributed to Kurt and Karl as the sole beneficiaries of their father's supposedly dying intestate.

56. ***The Civil Suit.*** After the probate proceedings had ended, with Kurt and Karl each getting fifty percent of their father's Estate, Kurt refused to turn over the $80,000 life insurance proceeds that he had agreed to release upon seeing the evidence presented by Alcor confirming the preservation of his father's cephalon.

57. Now with Probate closed, counsel for Kurt threatened Alcor with a lawsuit for the $80,000 held in escrow. Leaving Alcor with no choice, on November 15, 2017, Alcor filed a complaint seeking declaratory relief awarding the life insurance proceeds to Alcor and aimed at facilitating Laurence's testamentary desire regarding the disposition of his remains. Kurt counter-sued for financial elder abuse, negligence, negligent infliction of emotional distress, intentional infliction of emotional distress, intentional misrepresentation, breach of the covenant of good faith and fair dealing, unfair business practices, breach of contract and contract fraud, and declaratory relief.[6] Although Kurt's original rationale for refusing to turn over the funds was his belief that Alcor may not have "properly" preserved the cephalon, Kurt did an about-face and is now seeking possession of the cephalon himself.[7] Litigation in that case is ongoing.

58. ***Recently, during discovery for the civil case, Alcor discovered that Kurt had not produced two wills that were in his possession to the Probate Court.*** This missing evidence, as well as the Testamentary Directions and other documents reflecting Laurence's testamentary desire for cryonic preservation, which Kurt also withheld from the Probate Court while it was pending, all supports Laurence's strong testamentary intent to have Alcor preserve his remains without any interference from Kurt or others. On information and belief, the extrinsic fraud perpetrated on Alcor was intended to permit Kurt to not only avoid whatever was in his father's testamentary documents and claim the $16 million for himself and his brother, but also to maliciously attack Alcor and punish his father by challenging his right to preservation without the no-contest clause coming into play to deter him.

59. Specifically, Kurt had possession, custody, or control of the 1980 amendment to Laurence's 1977 will. A full half of the amendment to the will is devoted to Laurence's desire and instruction to have himself cryonically preserved by Alcor. But Kurt did not deliver this amendment

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[6] In March 2018, Alcor and Karl entered into a settlement agreement and release in which Karl released any claims to Laurence's remains and consented to the release of the escrow funds to Alcor, and Alcor dismissed Karl as a defendant to the suit. Kurt was not a party to the March 2018 settlement agreement.

[7] Although these claims are not the subject of the instant Petition, Alcor continues to maintain that Kurt's new claims of emotional distress and elder abuse are in direct conflict with his position in earlier litigation (*i.e.*, that his father wanted his entire body, not just his head, preserved) and his actions in the wake of Laurence's death. James Pilgeram testified that Kurt's original reason for bringing suit was that "the whole body was going to be froze," and the cremation made him "a little upset," but "nothing furious or anything."

to the Probate Court, and did not reveal the existence of this amendment to anyone (despite many document requests for it in the pending civil matter), until September 11, 2019, long after probate had closed.

60. Also, in September 2019, and after years of telling Judge Geck in the civil action that there absolutely was "no will" at all, Kurt admitted that he had seen another will—within just about a month after his father's death. Kurt did not present this will to the Probate Court. Rather, he ignored it, self-servingly claiming now it may have had "words to the effect that the will had been revoked or was no longer valid" on it, and says he does not know whether it was destroyed or remains in Karl's possession. (Kurt J. Pilgeram's September 10, 2019 Response to Special Interrogatories from Alcor Life Extension Foundation Set One, No. 54, in Case No. 17CV05172.) It is quite possible that this will was the March 22, 1988 will specifically referred to in the Testamentary Directions, the document that also contains the clause disinheriting anyone challenging Laurence's cryonic preservation. It is also possible that this will bequeaths additional property to Alcor, or to other heirs who were also deliberately excluded from the probate proceeding, or that, due to the operation of the no-contest provision, most of the Estate would escheat to the State of California.

61. Kurt and Ms. Parks also had possession of Laurence's signed Testamentary Directions and Laurence's Cryonic Suspension Agreement, both of which contained testamentary directions from Laurence, but they did not deliver those materials in the probate proceeding either.

## FIRST CAUSE OF ACTION

## (Extrinsic Fraud by Kurt Pilgeram)

62. Petitioner realleges and incorporates herein by reference paragraphs 1 through 61 of this Petition as if fully set forth herein.

63. This Court has equitable jurisdiction to set aside orders obtained through extrinsic fraud at any time. *See* Prob. Code § 8007 (the presence of extrinsic fraud in the procurement of the court order makes the court's final order vulnerable to collateral attack). In *Estate of Sanders*, the Supreme Court of California held that "[e]ven in the absence of a timely contest . . . a court may exercise its equitable jurisdiction to set aside orders and decrees of probate proceedings in cases of

fraud or mistake." 40 Cal. 3d 607, 613-14 (1985) (noting that a party can "seek and secure equitable relief from the judgment" "upon proof of extrinsic and collateral fraud"); *see also Estate of Carter*, 111 Cal. App. 4th 1139 (final probate order set aside on extrinsic fraud grounds); *In re Estrem's Estate* (1940) 16 Cal. 2d 563, 572 ("[A] judgment could be attacked at any time either by motion or in an independent action in equity on the ground that it was secured by extrinsic fraud.").

64. As of July 9, 2015, Kurt was an administrator of the Estate and had a fiduciary duty to all parties having an interest in the Estate. His fiduciary duty as administrator of the Estate required him to treat other beneficiaries and interested parties fairly, including disclosing all material facts to, and refraining from taking unfair advantage of, beneficiaries, heirs and any interested parties. *See Nathanson v. Superior Court of Los Angeles* (1974) 12 Cal. 3d 355, 364.

65. As part of this fiduciary duty, and as a matter of Constitutional due process, Kurt as administrator had a duty to provide actual notice to any interested parties pursuant to Cal. Prob. Code §§ 8003(b), 8100, 1215. *See, e.g., Tulsa Prof'l Collection Servs., Inc. v. Pope* (1988) 485 U.S. 478, 491 (holding that due process requires administrators to give actual notice to known or reasonably ascertainable creditors); *Estate of Carter*, 111 Cal. App. 4th at 1146 (same for reasonably ascertainable heirs). Known or reasonably ascertainable interested persons must receive "notice by mail or other means as certain to ensure actual notice." *Tulsa Prof'l Collection Servs.*, 485 U.S. at 490.

66. Alcor was and is an "interested person" as defined in Cal. Prob. Code §§ 48(a)(1) and 48(b). Alcor had a strong interest in protecting its right and obligation to preserve Laurence's remains and in recovering the life insurance proceeds or other testamentary gifts to pay for Laurence's and others' preservation. Alcor also had a strong interest in any testamentary gifts to it by Laurence that were provided in his will of March 22, 1988, which was either concealed or destroyed by Kurt.

67. Before July 9, 2015, and certainly before March 13, 2018, the date of Final Discharge, based on at least his actions in the interpleader action, Kurt knew of Alcor's existence and its strong interests as described above.

68. At least by July 9, 2015, Kurt also was aware that Alcor's operations are entirely dependent on its being able to carry out its customers' testamentary wishes, and knew that if Alcor

knew Kurt planned to challenge Laurence's preservation, Alcor would intercede in the probate action, revealing that Laurence did not die intestate. Kurt knew Alcor had a strong interest in having the Probate Court determine which of Laurence's testamentary documents controlled and what Alcor's duties and rights were with respect to the Estate and to the decedent's body, and led Alcor to believe that his own interests were aligned with its interests in that respect, when of course the opposite was true.

69. Although Kurt knew that Alcor was an interested party, and although he had a fiduciary duty to interested parties, he did not give Alcor notice under the statute.

70. Instead, and simultaneously, Kurt and Ms. Parks led Alcor to believe that he was resolving any disputes about Laurence's preservation and Laurence's life insurance in the interpleader action, and therefore induced Alcor not to participate in the probate proceeding.

71. Moreover, Kurt and Ms. Parks represented that Kurt wanted to ensure Laurence's cephalon was being "properly" preserved by Alcor, and indicated that Kurt would release the life insurance proceeds if such proof was furnished. Alcor in fact signed a settlement agreement with Kurt based on this understanding, and provided that proof in the exact form demanded by Kurt. However, Kurt refused to release the proceeds, taking the position in the subsequent civil action against Alcor that the settlement agreement he entered into that ended the interpleader action ***did not*** resolve the issues in the interpleader.

72. Alcor reasonably relied on Kurt and Ms. Parks' many false representations: that Kurt was resolving Alcor's rights to the life insurance proceeds in the interpleader action; that Kurt sought to ensure Laurence's cephalon was being preserved by Alcor and wanted proof thereof; and that Kurt would release the life insurance proceeds if such proof was furnished. Alcor had no reason to believe that a son purporting to be concerned that his father was able to have his remains ***preserved as he had wished*** was actually plotting to ***destroy*** his remains.

73. Kurt, through Ms. Parks, deprived Alcor of notice in the probate proceeding, and lulled Alcor into not asserting its rights in it by falsely claiming to be enforcing Laurence's right to be preserved, and by falsely indicating that he was compromising Kurt's dispute with Alcor over Laurence's life insurance through the interpleader action as a proper administrator of Laurence's

supposedly intestate Estate. By doing so, Kurt, with the help of Ms. Parks, was able to defraud the Probate Court, drain all of the money from Laurence's Estate for himself and Karl, and then—only after having obtained the distribution of the Estate assets—initiate suit to destroy Laurence's remains in direct contravention of Laurence's testamentary documents and in violation of Alcor's rights.

74. "[E]xtrinsic fraud is a broad concept that 'tend[s] to encompass almost any set of extrinsic circumstances which deprive a party of a fair adversary hearing.'" *Estate of Sanders*, 40 Cal. 3d at 614 (quoting *In re Marriage of Modnick*, (1983) 33 Cal. 3d 897, 905). Lack of notice constitutes extrinsic fraud and is grounds to set aside a final order of distribution. *See Estate of Carter*, 111 Cal. App. 4th at 1155 n.9 (stating that "we have here the archetype of extrinsic fraud, where one party literally keeps the other party out of the courthouse" by failing to give notice of probate proceedings). As the Supreme Court of California explained in *Estate of Sanders*, "[t]he clearest examples of extrinsic fraud are cases in which the aggrieved party is kept in ignorance of the proceeding or is in some other way induced not to appear." 40 Cal. 3d at 614; *see also State of California v. Broderson,* 247 Cal. App. 2d 797, 804-05 (1967) ("Extrinsic fraud is present where, as here, a decree is procured from the Probate Court by conduct which prevents those having an interest in the Estate from appearing and asserting their rights . . . . Appellants were under a duty to reveal to the Probate Court the extent of their knowledge, so that it might enter a proper decree. Failure to reveal that knowledge has prevented the State from asserting its claim, and precludes appellants' reliance upon the finality of the decree.").

75. Kurt's extrinsic fraud kept Alcor from providing Laurence's Testamentary Directions for consideration in the probate proceeding, thus preventing Laurence's planned preservation from becoming a settled matter as it should have been. More specifically, by concealing the Testamentary Directions from the Probate Court, Kurt concealed the no-contest clause that would disinherit him if he challenged his father's decision to be cryonically preserved.

76. Therefore, as a result of Kurt's extrinsic fraud, Laurence's written instructions as to the disposition of his remains were subject to Kurt's subsequent challenge in violation of Cal. Health & Safety Code § 7100.1(a) ("A decedent, prior to death, may direct, in writing, the disposition of his or her remains and specify funeral goods and services to be provided. Unless there is a statement to the

contrary that is signed and dated by the decedent, the directions may not be altered, changed, or otherwise amended in any material way, except as may be required by law, and shall be faithfully carried out upon his or her death.")

77. Also, as a result of Kurt's extrinsic fraud, Alcor was forced to incur millions of dollars of legal fees defending its and Laurence's Estate's interests in preserving Laurence's remains as he had directed in Laurence's Testamentary Directions and as required by Cal. Health & Safety Code §7100.1(a).

78. Also as a result of Kurt's extrinsic fraud, he was able to falsely contend that Laurence died intestate, and by concealing or destroying the documents he had containing Laurence's testamentary intent, including Laurence's Testamentary Directions and his will, which also very likely disinherited one or both of them (as suggested by ancillary documentation), he and Karl took Laurence's entire $16 million Estate for themselves and their lawyer, Erin Parks, and deprived the true beneficiaries and heirs, to whom Kurt owed a fiduciary duty. Meanwhile, Kurt continues to deplete the property that Laurence intended to bequeath to others, including by aggressively litigating frivolous claims against Alcor, and against the interests of the Estate, in *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172.

79. Finally, as a result of Kurt's extrinsic fraud, the Attorney General was not given notice of the probate proceeding, as Section 12593 of the Government Code requires.

80. Because Kurt procured a Final Distribution Order through extrinsic fraud, the Order must be set aside, and probate must be reopened. *See*, *e.g.*, *Estate of Carter*, 111 Cal. App. 4th at 1144 (noting the "general power of a court to set aside a judgment procured by extrinsic fraud").

81. Because this Court is on notice that Laurence's property has been subject to fraud and is subject to continuing loss, injury, waste or misappropriation by his relatives, it is required to alert the Public Administrator. *See* Probate Code § 7600 ("If a public officer or employee knows of property of a decedent that is subject to loss, injury, waste or misappropriation and that ought to be in the possession or control of the public administrator, the officer or employee shall inform the public administrator.").

82. Because Laurence's property is subject to loss, injury, waste or misappropriation by his relatives, the Court should appoint a private professional fiduciary to collect and safeguard in a constructive trust all the property received from Laurence's Estate as a result of Kurt's extrinsic fraud, and to protect the property of the Estate from further depletion pending issuance of a new Final Distribution Order that accords with Laurence's testamentary wishes. *Caldwell v. Taylor* (1933) 218 Cal. App. 471, 475.

83. Placing Estate assets into a constructive trust for the benefit of the Estate will create a common fund of approximately $16 million for the ultimate benefit of all of the Estate's proper beneficiaries. Alcor is entitled to recover its attorneys' fees out of the assets in that fund, as Alcor's efforts will result in a benefit to the Estate and honor Laurence's ultimate intent. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 34; *Copley v. Copley* (1981) 126 Cal. App. 3d 248, 292-93.

**SECOND CAUSE OF ACTION**

**(Fraud by Kurt Pilgeram)**

84. Petitioner realleges and incorporates herein by reference paragraphs 1 through 83 of this Petition as if fully set forth herein.

85. The estate representative may be held personally liable to any person affected by the final administration of the decedent's estate if the final "judgment or order is obtained by fraud or conspiracy or by misrepresentation contained in the petition or account or in the judgment as to any material fact." Cal. Prob. Code § 7250(c). A misrepresentation includes "the omission of a material fact." *Id.*; *Estate of Starkweather* (1998) 64 Cal App 4th 580, 592 ("[T]he Probate Code is clear in allowing for liability of the personal representative in case of fraud.").

86. As set forth above, Kurt perpetrated extrinsic fraud that deprived Alcor of its day in Court and made it possible for Kurt and his lawyer, Erin Parks, to commit intrinsic fraud, which they also did. As set forth above, Kurt had a fiduciary duty to beneficiaries and interested parties of the Estate, and Ms. Parks had a duty not to defraud third parties.

87. In particular, Kurt had a duty to disclose wills of which he was aware to the Probate Court. Cal. Prob. Code § 8200(a)(1).

88. A "will" includes "codicil and any testamentary instrument which merely appoints an executor or revokes or revises another will." Cal. Prob. Code § 88. Any person in custody of a will has a duty to produce it to the probate court. "[T]he custodian of a will shall, within 30 days after having knowledge of the death of the testator, do [] the following: (1) Deliver the will . . . to the clerk of the superior court of the county in which the estate of the decedent may be administered . . . ." Cal. Prob. Code § 8200(a)(1); s*ee also* Petition for Probate Form DE-111, Section 3.f (requiring all wills and codicils to be attached to the petition). A "custodian of a will who fails to comply with the requirements of this section shall be liable for all damages sustained by any person injured by the failure." Cal. Prob. Code § 8200(b).

89. However, during the probate proceeding, Kurt and his lawyer, Ms. Parks, hid any and all evidence that Laurence died with a will or a trust from the Probate Court, so that he could falsely claim Laurence died intestate. Kurt concealed all the testamentary documents in his possession during the probate proceeding, in violation of his fiduciary duty as administrator, Cal. Probate Code § 8200(b) and Cal. Penal Code § 135.

90. For example, there is a will of Laurence Pilgeram that Kurt has recently admitted, in his August 26, 2019 Amended and Supplemental Response to Alcor's Requests for Production in the civil case, *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172, that he saw in April or May of 2015, but which he concealed from the Probate Court and from the Superior Court in the civil action.

91. It is also clear from Laurence's Testamentary Directions that he had executed a March 22, 1988 will. That will was never provided to the Probate Court either.

92. Kurt had the Testamentary Directions no later than October 26, 2015, and failed to alert the Court to this fact or deliver the document to the Probate Court, which he had a duty to do. He concealed the existence of the no-contest provision in it.

93. On September 10, 2019, in connection with his updated Response to Request for Production of Documents in the civil case, Kurt also produced for the first time a copy of a 1980 amendment to a 1977 will that he says was in Karl's possession, and which indicates Laurence's

strong desire to be cryonically preserved with Alcor. Kurt did not give this will to the Probate Court either.

94. Kurt also concealed the CSA, the Authorization of Anatomical Donation, and the Consent for Cryonic Suspension from the Probate Court, and hid all these facts from Alcor by failing to give it notice of the probate proceeding.

95. Kurt concealed these testamentary documents so that he could falsely represent to the Probate Court and the world that his father had died intestate. Until September 2019, Alcor reasonably relied on Kurt's false representations to the Superior Court and Alcor, including in Kurt's February 15, 2018 Reply to Alcor's Opposition to Kurt's Demurrer in the civil case, that there was "no will." (Ex. B.)

96. Kurt also deceived Alcor by falsely acting and representing in the interpleader action that he was protecting his father's decision to be cryonically preserved when in fact he planned to oppose it.

97. In a May 18, 2015 letter to Jackson National Life Insurance Company ("JNL"), on which Alcor was copied, Kurt, through his lawyer, Erin Parks, represented that Kurt believed "his father may never have been taken to the Alcor facility for cryonic suspension." (Ex. C.) In the same letter, Kurt demanded release of the life insurance proceeds, leading JNL to file the interpleader action, *Jackson National Life Insurance Co. v. Pilgeram*, Case No. 2:15-cv-4975. (*Id.*)

98. Kurt continued to give Alcor the false impression that he was working to protect his father's decision to be cryonically preserved in an August 31, 2015 email from Ms. Parks to Alcor's counsel, in which Ms. Parks stated that Kurt and Karl would be willing to settle the interpleader proceeding for "***documentary verification that Alcor has their father's cephalon***." (Ex. D.) Alcor provided this verification in furtherance of settling the interpleader action, which ultimately meant nothing.

99. After years of representing that he was working in furtherance of his father's testamentary desire to be preserved, Kurt reversed this position in an October 23, 2017 letter from his counsel to Alcor's counsel that demanded "[r]eturn of Mr. Pilgeram's remains in [Alcor's]

possession," as well as release of the life insurance proceeds, which had been placed in escrow as part of the interpleader settlement. (Ex. E.)

100. Additionally, Kurt, through Ms. Parks, hid from the Probate Court and any beneficiaries the facts showing that Morgan Stanley was holding a trust for Laurence so that he could maintain the fiction that Laurence died intestate and without a will or trust. In particular, in a July 16, 2015 email to Ms. Parks, Morgan Stanley Vice President and Financial Adviser Michael J. Spedale stated that Laurence's account at Morgan Stanley "was listed as a trust account with Laurence as the trustee." (Ex. A.) Ms. Parks responded the same day, insisting that "there is NO evidence, nor has there ever been evidence, of the existence of a trust except for the title supplied by [Laurence] in regard to his account with your firm." (*Id.*) Ms. Parks did not investigate further, and she and Kurt hid the existence of this trust account from the Probate Court. Instead, they represented that Laurence had died intestate, which they knew was false. At the very least, they knew that Laurence died with a will; Testamentary Directions, which the testator had intended to be a supplementary Codicil to that will dealing with the disposition of his earthly remains; and a sizeable Morgan Stanley account in the form of a trust.

101. These actions and omissions permitted Kurt to later challenge his father's cryopreservation, to Alcor's great financial detriment, and without fear of being disinherited.

102. As a result of its reasonable reliance on Kurt's concealment of these testamentary documents and his false representations that Laurence died intestate, the Probate Court issued a Final Distribution Order distributing the entire $16 million post-tax Estate to Kurt and Karl, which was fraudulent and which damaged the other beneficiaries of the Estate, including Alcor, to which Kurt had fiduciary duties.

103. Alcor reasonably relied upon statements made and actions taken by Kurt in connection with the interpleader action, as set forth above, intended to mislead Alcor into believing its interests were being compromised in the interpleader action so that Alcor would believe it did not need to participate in the probate proceeding to protect its rights. This enabled Kurt to conceal Laurence's testamentary documents from the Probate Court, to Alcor's detriment. In fact, on information and belief, Kurt had no intention of compromising on Alcor's claim and, as a result, Alcor subsequently

was forced to file a separate Superior Court action to enforce the settlement agreement, which has resulted in great financial detriment to it.

104. In sum, Kurt's false representations and omissions to the Probate Court and to Alcor damaged Alcor by permitting Kurt (1) to avoid whatever bequests were in Laurence's latest will (which likely included Alcor); (2) to obtain the entire Pilgeram Estate, worth about $16 million, for himself and Karl, to the detriment of all other beneficiaries and heirs; (3) to avoid the clause in the Testamentary Directions that would either prevent Kurt from interfering with Laurence's preservation (and associated rights of Alcor to preserve him) or disinherit him; and (4) in spite of recognizing and admitting his father's serious and unwavering interest in being cryonically preserved to the extent possible, to bring and maintain a frivolous and malicious lawsuit against Alcor in which Kurt has challenged his father's preservation, demanded Alcor hand over Laurence's preserved remains for destruction, and openly used it as a pretext to maliciously and without cause attempt to destroy Alcor as an entity.

105. But for Kurt's intrinsic fraud, the current litigation over the breach of settlement agreement and Kurt's present civil action would not have occurred, and the substantial costs required for Alcor to defend itself against these suits never would have been incurred. Kurt would not have been able to challenge Alcor's right to preserve Laurence's remains without being disinherited. That action has and will continue to cost Alcor significant amounts of money.

106. Therefore, as a proximate result of Kurt's fraud, Alcor has been damaged in an amount according to proof at least in excess of the jurisdictional minimum of the Court.

107. Kurt's wrongful acts alleged herein were willful, intentional, and done with oppression, malice, and in conscious and/or reckless disregard for Alcor's rights, and Alcor is entitled to exemplary or punitive damages in an amount according to proof.

**THIRD CAUSE OF ACTION**

**(Failure to Deliver Wills To Probate Court**

**(Violation of Probate Code §8200(b)) by Kurt Pilgeram)**

108. Petitioner realleges and incorporates herein by reference paragraphs 1 through 107 of this Petition as if fully set forth herein.

109. Kurt had a duty to disclose wills of which he was aware to the Probate Court. Cal. Prob. Code § 8200(a)(1).

110. A "will" includes "codicil and any testamentary instrument which merely appoints an executor or revokes or revises another will." Cal. Prob. Code § 88. Any person in custody of a will has a duty to produce it to the probate court. "[T]he custodian of a will shall, within 30 days after having knowledge of the death of the testator, do [] the following: (1) Deliver the will . . . to the clerk of the superior court of the county in which the estate of the decedent may be administered . . . ." Cal. Prob. Code § 8200(a)(1); s*ee also* Petition for Probate Form DE-111, Section 3.f (requiring all wills and codicils to be attached to the petition).

111. However, during the probate proceeding, Kurt and his lawyer, Ms. Parks, hid any and all evidence that Laurence died with a will or a trust from the Probate Court, so that they could falsely claim he died intestate. Kurt concealed all the testamentary documents in his possession during the probate proceeding, in violation of Cal. Penal Code § 135 and Cal. Prob. Code 8200(a).

112. For example, there is a will of Laurence Pilgeram that Kurt has recently admitted he saw in April or May of 2015, but which he concealed from the Probate Court and from the Superior Court in the civil action.

113. It is also clear from the Testamentary Directions that Laurence executed a March 22, 1988 will. That will was never provided to the Probate Court either.

114. Kurt had the Testamentary Directions no later than October 26, 2015, and failed to alert the Court to this fact or deliver the document to the Probate Court, which he had a duty to do. He also, for 16 million reasons, concealed the existence of the no-contest provision in it.

115. In September 2019, Kurt also produced for the first time a copy of a 1980 amendment to a 1977 will that he says was in Karl's possession, and which indicates Laurence's strong desire to be cryonically preserved with Alcor. Kurt did not give this will to the Probate Court either.

116. Kurt also concealed the CSA, the Authorization of Anatomical Donation, and the Consent for Cryonic Suspension from the Probate Court during the pendency of the proceeding.

117. As a result of Kurt's concealment of these testamentary documents, Alcor subsequently was forced to file a separate Superior Court action to enforce the settlement agreement, and to spend millions of dollars defending itself against Kurt's frivolous and malicious counterclaims against Alcor in which Kurt challenged his father's preservation, demanded Alcor hand over his preserved remains for destruction by him, and sought to destroy Alcor.

118. These injuries would not have been sustained had Kurt delivered Laurence's Testamentary Directions to the Probate Court because of the no-contest provision in that document that disinherited anyone who acted contrary to Laurence's desire to be cryonically preserved. But for Kurt's intrinsic fraud, the current litigation over the breach of settlement agreement and Kurt's present civil action would not have occurred, and the substantial costs required for Alcor to defend itself against these suits never would have been incurred.

119. As a proximate result of Kurt's fraud, Alcor has been damaged in an amount according to proof at least in excess of the jurisdictional minimum of the Court. A "custodian of a will who fails to comply with the requirements of this section shall be liable for all damages sustained by any person injured by the failure." Cal. Prob. Code § 8200(b). Pursuant to Cal. Prob. Code § 8200(b), Kurt is liable for all damages sustained by Alcor.

**FOURTH CAUSE OF ACTION**

**(Breach of Fiduciary Duty by Kurt Pilgeram)**

120. Petitioner realleges and incorporates herein by reference paragraphs 1 through 119 of this Petition as if fully set forth herein.

121. As of July 9, 2015, Kurt was an administrator of the Estate and had a fiduciary duty to all parties having an interest in the Estate. His fiduciary duty as administrator of the Estate required him to treat other beneficiaries and interested parties fairly, including by disclosing all material facts to, and refraining from taking unfair advantage of, beneficiaries, heirs and any interested parties. *See Nathanson v. Superior Court of Los Angeles* (1974) 12 Cal. 3d 355, 364.

122. Alcor was an "interested party" in the Estate under Probate Code § 48.

123. Additionally, Kurt had a duty to disclose wills of which he was aware to the Probate Court. Cal. Prob. Code § 8200(a)(1). A "will" includes "codicil and any testamentary instrument which merely appoints an executor or revokes or revises another will." Cal. Prob. Code § 88. Any person in custody of a will has a duty to produce it to the probate court. "[T]he custodian of a will shall, within 30 days after having knowledge of the death of the testator, do [] the following: (1) Deliver the will . . . to the clerk of the superior court of the county in which the estate of the decedent may be administered…." Cal. Prob. Code § 8200(a)(1); *see also* Petition for Probate Form DE-111, Section 3.f (requiring all wills and codicils to be attached to the petition). A "custodian of a will who fails to comply with the requirements of this section shall be liable for all damages sustained by any person injured by the failure." Cal. Prob. Code § 8200(b).

124. Kurt breached his fiduciary duties to Alcor as an interested party. Kurt, and his probate lawyer, Erin Parks, knew that Alcor had the right to the proceeds of the life insurance policy in order to fund cryonic preservation. They knew there was no legitimate basis for them to block the payment of the proceeds to Alcor, so they feigned concern that Laurence's remains were being preserved sufficiently until it triggered an interpleader, then entered into purported settlement discussions with Alcor that they disavowed after their secret probate proceeding closed.

125. Kurt also instructed his lawyer, Ms. Parks, to bully Morgan Stanley and Alcor—each of which, significantly, had evidence rebutting the assertion that Laurence died intestate. Alcor knew Laurence died having put in place in 1990 clear Testamentary Directions regarding the disposition of his remains, which specifically referenced a March 22, 1988 will that most likely regarded the disposition of his wealth. Morgan Stanley's records showed that Laurence had, at least at one time, a trust. Rather than gathering this information from Alcor and Morgan Stanley, Kurt shut it down so that he could tell the Probate Court his father died intestate. Through his lawyer, Ms. Parks, he intentionally blocked Alcor out of the proceeding entirely, and shut down Morgan Stanley by reminding it that "there is NO evidence, nor has there ever been evidence, of the existence of a trust" and that it could be sued if it suggested otherwise. (Ex. A.)

126. Also, Ms. Parks, on behalf of Kurt, hid any and all evidence that Laurence died with a will or a trust from the Probate Court, so that they could falsely claim he died intestate. Kurt

concealed all the testamentary documents in his possession, in violation of Cal. Probate Code § 8200(b) and Cal. Penal Code § 135 and in breach of his fiduciary duties to the Estate and the beneficiaries and heirs thereof.

127. For example, there is a will of Laurence Pilgeram that Kurt has recently admitted he saw in April or May of 2015, but which Kurt concealed from the Probate Court and from the Superior Court in the civil action.

128. It is also clear from the Testamentary Directions that Laurence executed a March 22, 1988 will. That will was never provided by Kurt to the Probate Court either.

129. Kurt had the Testamentary Directions as early as October 26, 2015, and failed to alert the Court to this fact or deliver the document to the Probate Court, which he had a duty to do. This enabled him to conceal the existence of the no-contest provision in it.

130. In September 2019, Kurt also produced for the first time a copy of a 1980 amendment to a 1977 will that he says was in Karl's possession, and which indicates Laurence's strong desire to be cryonically preserved with Alcor. Kurt did not give this will to the Probate Court either.

131. Kurt also concealed the CSA, the Authorization of Anatomical Donation, and the Consent for Cryonic Suspension from the Probate Court, and hid those facts from Alcor by failing to give it notice of the probate proceeding.

132. Kurt concealed these testamentary documents so that he could falsely represent to the Probate Court that his father had died intestate. Until Alcor learned otherwise, in September 2019, Alcor reasonably and in good faith relied on Kurt's false representations to the Superior Court and Alcor that there was "no will." (Ex. B.)

133. Additionally, Kurt, with the assistance of Ms. Parks, may have breached his fiduciary duties by failing to provide required notice to the California Attorney General's Office. During his life, Laurence donated extensively to charitable organizations. Laurence also expressed great interest in Alcor and its mission over the course of his life. During the probate proceeding, Kurt and Ms. Parks failed to produce a will Kurt admitted he saw shortly after Laurence's death. It is highly possible that that document was the March 22, 1988 will which Laurence specifically references in his Testamentary Directions. Given Laurence's record of charitable donations, there is reason to believe

Laurence may have provided for a testamentary trust of property for Alcor or for other charitable purposes in that will. If so, Kurt and Ms. Parks violated Section 12593 of the Government Code by not providing notice to the Attorney General.

134. As a proximate result of Kurt's breach of fiduciary duty, the assets of the Estate have been drained and diverted to the benefit of Kurt and Ms. Parks and to the great detriment of Alcor and other beneficiaries and heirs of the Estate.

135. Kurt's wrongful acts alleged herein were willful, intentional, and done with oppression, malice, and in conscious and/or reckless disregard for Alcor's rights, and Alcor is entitled to exemplary or punitive damages in an amount according to proof.

136. As a proximate result of Kurt's breach of fiduciary duty, Alcor has been damaged in an amount according to proof at least in excess of the jurisdictional minimum of the Court.

**FIFTH CAUSE OF ACTION**

**(Wrongful Possession of Property by**

**Kurt Pilgeram and Erin Parks (Probate Code § 850))**

137. Petitioner realleges and incorporates herein by reference paragraphs 1 through 136 of this Petition as if fully set forth herein.

138. Probate Code § 850(a)(2)(C) authorizes "any interested person" to bring a petition when "the decedent died in possession of, or holding title to, real or personal property, and the property or some interest therein is claimed to belong to another."

139. Alcor is an "interested person" in the Estate under Probate Code § 48.

140. During the probate proceeding for Laurence's Estate, Kurt failed to deliver to the Probate Court either of the two testamentary items in Kurt's possession that he revealed he possessed in September 2019, and all the other testamentary documents he had in his possession at the time, instead falsely representing that Laurence had died intestate and thus wrongfully taking assets from the Estate.

141. Additionally, Kurt deliberately failed to provide notice of the probate proceeding to Alcor. Kurt, with the help of Ms. Parks, otherwise induced Alcor to abstain from participation in the probate proceeding in which it could have protected both its own interests and Laurence's

testamentary wishes, by representing to Alcor in the course of the interpleader proceeding that Alcor's interest in the Estate was being compromised and settled.

142. The Testamentary Directions contained a provision directing that "Laurence's human remains be preserved indefinitely by the cryogenic treatment known as cryonic suspension." The other testamentary documents of Laurence that were withheld from the court by his son were all consistent with Laurence's clearly stated intent to be cryonically preserved in the Testamentary Directions and in his 1980 will amendment.

143. According to the no-contest provision in Laurence's Testamentary Directions, which were fraudulently concealed from the Probate Court by Kurt, "any beneficiary [who] contests, attacks, or acts contrary to" Laurence's testamentary desires as expressed in the Directions shall have his or her take from Laurence's Estate reduced to one dollar, with any other testamentary disposition to that person being revoked.

144. In the interpleader action, *Jackson National Life Insurance Co. v. Pilgeram*, Case No. 2:15-cv-4975, and in the civil action, *Alcor Life Extension Foundation v. Pilgeram*, Case No. 17CV05172, Kurt has acted directly contrary to Laurence's testamentary desires as expressed in his Testamentary Directions.

145. In the Final Distribution Order at the conclusion of the probate proceeding, Kurt received approximately $8 million, and he approved Ms. Parks' receipt of more than $300,000 from the Estate. Due to the operation of the Testamentary Directions, Kurt is entitled to no more than a dollar, and is wrongfully in receipt of any and all amounts more than one dollar, from Laurence's estate. Due to Kurt's acts of extrinsic and intrinsic fraud, and breaches of fiduciary duty against the Estate and its beneficiaries, Kurt is not entitled to any amounts from the Estate.

146. Ms. Parks was not entitled to the more than $300,000 she exacted from the Estate, as the work she performed was for the benefit of Kurt and Karl in their individual capacity, and ***contrary to*** the interests of the Estate. Additionally, Ms. Parks' claimed fees were fraudulent, including because ***Ms. Parks claimed to have worked 420 hours on a single day***. Ms. Parks' fees were also the result of the fraud perpetrated by Kurt and therefore were wrongfully acquired.

147. Kurt's actions and inactions contrary to the interests of Laurence's Estate were taken in bad faith, and in spite of Laurence's unequivocal direction to be cryonically preserved and of Laurence's decision to disinherit anyone interfering with that direction. Kurt's actions and inactions were taken in defiance of what Laurence wanted and for Kurt's own personal benefit.

148. Because Kurt's actions in wrongfully taking, concealing, or disposing of property belonging to Laurence's Estate were undertaken in bad faith, Alcor is entitled to damages of at least twice the value of the property wrongfully taken, plus any lawful interest, and also to reasonable attorneys' fees and costs, pursuant to Probate Code § 859.

**SIXTH CAUSE OF ACTION**

**(Fraud by Erin Parks)**

149. Petitioner realleges and incorporates herein by reference paragraphs 1 through 148 of this Petition as if fully set forth herein.

150. Attorneys are subject to discipline, and their fee arrangements are unenforceable, if the agreed-upon fee is found to be "illegal." CRPC 1.5(a).; *Conservatorship of Moore* (2015) 240 Cal. App. 4th 1101, 1107 (attorney-trustee surcharged for excessive fees). Illegal fees include billing or accepting payment for work not actually performed. *See In re Goldstone* (1931) 214 Cal. 490 ("[T]he receipt of money as payment for services when no service has been performed is certainly a species of dishonesty which no court could condone."); *Rossman v. State Bar* (1985) 39 Cal. 3d 539, 544 (ordering actual suspension from practice of law for three months in light of illegal fee and acceptance of money not earned).

151. Extraordinary compensation in probate cases is not to be granted for services that do not benefit the estate or that advance the personal representatives' interests. *Estate of Coberly* (1949) 90 Cal. App. 2d 46, 51 (disallowing fees for work not benefiting estate); *Estate of Tubbs* (1947) 82 Cal. App. 2d 305, 309 (finding abuse of discretion where court ordered fees in excess of statutory amounts, where services did not go beyond ordinary services required in the administration of an estate); *Trolan v. Trolan* (2019) 31 Cal. App. 5th 939, 961 (noting that fees are legitimate only if work

done was for benefit of trust); *Donahue v. Donahue* (2010) 182 Cal. App. 4th 259, 273-74; *Butler v. LeBouef* (2016) 248 Cal. App. 4th 198, 213-14.

152. Erin Parks billed and exacted payment of at least $147,000 in ONE DAY for work she could not possibly have performed, which was illegal. (Ex. F.) In charging the Estate for work not performed, she damaged the rightful beneficiaries of Laurence's Estate, including Alcor, which was an "interested party" in the Estate under Probate Code § 48 and likely a beneficiary of the will that went missing immediately after Kurt found it. Ms. Parks knew she was not entitled to this payment, as she was aware that she did not work all of the hours she claimed, but fraudulently pursued it despite that knowledge.

153. The work that Erin Parks actually did against Alcor in connection with the interpleader was not for the benefit of the Estate or its beneficiaries either, and it was illegal on these independent grounds. The ***$167,688.50*** Ms. Parks charged in a May 12, 2016 Petition for Allowance of Statutory and Extraordinary Attorney Fees filed in the Probate Court, for the extraordinary services she performed in connection with the interpleader action, and which the Court awarded her in reliance on the fraudulent billing records she provided, and on Kurt's false representations that she earned those fees, far exceeded the $80,000 at issue in that action. (Ex. F.) It also far exceeded the $0 that was actually recovered for the Estate when the interpleader amount remained in escrow. Plus, there was no legitimate reason for Kurt to interfere with the payment of the life insurance proceeds Laurence provided for Alcor in the first place, as he had no true interest in ensuring his father's remains were being properly preserved.

154. Further, the work that Ms. Parks did, and for which she claimed extraordinary fees in the May 12, 2016 pleading, was only for the benefit of Kurt (and Karl) ***personally***, and to the unequivocal detriment of the Estate, and at the same time was designed (1) to deprive Alcor of that money by fooling it into believing its interests were being compromised and excluding Alcor from the probate proceeding and (2) to cause harm to Alcor by concealing the no-contest clause and clearing the way for a challenge to Laurence's preservation decision, requiring Alcor to spend millions of dollars defending its rights.

155. Ms. Parks was aware that Kurt (and Karl's) personal interests were in direct conflict with the Estate's interests to which they were, as personal representatives, supposed to be acting as fiduciaries, including because Ms. Parks was aware of the testamentary documents concealed from the Probate Court that made this amply clear.

156. Although Ms. Parks' work was for the benefit of Kurt (and Karl) personally, and specifically to the detriment of the Estate, Ms. Parks willfully disregarded the conflict of interest her purported representation of Kurt (and Karl) in their role as administrators presented. An attorney's "'flagrant' breach of his or her duty to a client may justify a complete forfeiture [of fees] even without proof of harm to the client," and where—as here—harm has been demonstrated, the remedy of disgorgement is further merited. *Sheppard, Mullin, Richter & Hampton, LLP v. J-M Mfg. Co.* (2018) 6 Cal. 5th 59, 89-90.

157. Ms. Parks' willful ignorance of this conflict of interest, as well as the harm to the Estate that the conflict has caused, requires that Ms. Parks disgorge the amounts she received from the Estate.

158. Moreover, Ms. Parks has been unjustly enriched through her illegal fees. Alcor accordingly respectfully requests that Ms. Parks' extraordinary compensation of $167,688.50 be placed under constructive trust with the Estate as the beneficiary pending a new Final Distribution Order from the Probate Court.

159. In addition, as a proximate result of Ms. Parks' fraudulent acts, Alcor has been damaged in an amount according to proof at least in excess of the jurisdictional minimum of the Court.

160. Ms. Parks' wrongful and fraudulent acts alleged herein were willful, intentional, and done with oppression, malice, and in conscious and/or reckless disregard for Alcor's rights, and Alcor is entitled to exemplary or punitive damages in an amount according to proof.

161. Placing Estate assets, including those in Ms. Parks' wrongful possession, into a constructive trust for the benefit of the Estate will create a common fund of approximately $16 million for the ultimate benefit of all of the Estate's proper beneficiaries. Alcor is entitled to recover its

attorneys' fees out of the assets in that fund. *Serrano v. Priest* (1977) 20 Cal. 3d 25, 34; *Copley v. Copley* (1981) 126 Cal. App. 3d 248, 292-93.

## PRAYER FOR RELIEF

WHEREFORE, Alcor requests the following relief:

a. Judgment in Alcor's favor and against Kurt Pilgeram and Erin Parks on the causes of action alleged herein;

b. For injunctive relief, including in the form of an order setting aside the final probate order in Probate No. 15PR00147 on grounds of extrinsic fraud and reopening probate;

c. For appointment of a private professional fiduciary to collect and safeguard, all property received from Estate funds pursuant to the Final Order of Distribution in a constructive trust for the Estate's benefit pending a new probate distribution;

d. Compensatory and punitive damages for intrinsic fraud perpetrated by Kurt;

e. Pursuant to Probate Code § 8200(b), damages for injuries resulting from Kurt's concealment of testamentary documents from the Probate Court in violation of Probate Code § 8200(a);

f. Compensatory damages for breach of fiduciary duty by Kurt;

g. Pursuant to Probate Code § 850, damages, including compensatory damages of at least twice the value of the wrongfully taken property, for Kurt's wrongful and bad-faith taking of the property of the Estate;

h. Compensatory and punitive damages for fraud perpetrated by Ms. Parks;

i. For restitution and disgorgement of unjust enrichment from Kurt and Ms. Parks;

j. Any pre- and post-judgment interest as allowed by law;

k. Costs and attorneys' fees pursuant to Probate Code § 859 under a common fund theory according to proof; and

l. For all other relief the Court deems just and proper.

DATED: January 14, 2020

By:
Diane Cafferata

John B. Quinn
Diane Cafferata
QUINN EMANUEL URQUHART & SULLIVAN, LLP

James M. Arrowood
Michael Helbert
ARROWOOD HELBERT PLLC

Jason de Bretteville
Justin Owens
Sheila Mojtehedi
STRADLING YOCCA CARLSON & RAUTH, P.C.

Attorneys for Petitioner
Alcor Life Extension Foundation

## VERIFICATION

I, Diane Cafferata, declare as follows:

1. I am an authorized representative of the Petitioner in the above-entitled action, and I have read the foregoing document described as "**ALCOR LIFE EXTENSION FOUNDATION'S VERIFIED PETITION TO SET ASIDE AND VACATE PROBATE ORDER ON GROUNDS OF EXTRINSIC FRAUD; TO ASSERT CLAIMS OF FRAUD, BREACH OF FIDUCIARY DUTY, AND WRONGFUL POSSESSION OF PROPERTY (PROBATE CODE § 850); AND CONCEALMENT OF TESTAMENTARY DOCUMENTS (PROBATE CODE § 8200(B))**" and know the contents thereof, that the same is true of my own knowledge, except as to matters which are therein stated on my information or belief, and as to those matters, I believe them to be true.

2. My office is in Los Angeles County, California. Plaintiff Alcor Life Extension Foundation's principal place of business is located at 7895 East Acoma Drive, Suite 110, Scottsdale, AZ 85260, in Maricopa County, Arizona. Under Cal. Civ. Proc. Code § 446, if "the parties are absent from the county where the attorney has his or her office," verification may be made by the filing party's attorney. Thus, it is appropriate for me, as Alcor's attorney, to verify this pleading on Alcor's behalf.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of January, 2020, in Los Angeles, California.

Diane Cafferata
Attorney for Petitioner
Alcor Life Extension Foundation

## NOTICE OF HEARING

Notice of hearing on the petition will be given to all parties entitled to such notice, namely, the beneficiaries of the Decedent's estate under the Decedent's Will and the Decedent's heirs, as well as all Respondents named in this Petition. No Request for Special Notice has been filed herein.

| Name and Relationship to Decedent | Age | Address |
|---|---|---|
| Alcor Life Extension Foundation; Petitioner; Beneficiary of the Estate | N/A | 7895 East Acoma Drive Suite 110<br>Scottsdale, Arizona 85260 |
| Kurt J. Pilgeram; Respondent; Beneficiary of the Estate | Adult | 1884 Highway 221<br>Dutton, MT 59433 |
| Erin Parks; Respondent; Attorney for Respondents in First Probate Proceeding | Adult | 625 E. Victoria Street, Garden Suite<br>Santa Barbara, CA 93103 |
| OFFICE OF THE ATTORNEY GENERAL<br>Charitable Trusts Section | N/A | 1300 I Street<br>Sacramento, CA 95814-2919 |
| OFFICE OF THE SANTA BARBARA COUNTY PUBLIC ADMINISTRATOR | N/A | 105 E. Anapamu Street, Room 301<br>Santa Barbara, CA 93101 |
| Karl E. Pilgeram; Beneficiary of the Estate<br>(Notice to Be Provided as Courtesy) | Adult | 313 Moreton Bay Lane #6<br>Goleta, CA 93117 |

# EXHIBIT A

## Erin Parks

**From:** Erin Parks
**Sent:** Thursday, July 16, 2015 9:38 AM
**To:** Spedale, Michael J
**Cc:** Erin Parks
**Subject:** RE: Estate of Laurence O. Pilgeram

Mr. Spedale:

I will send a death certificate in the package.

There is nothing from the court re: Trust or trustee. It is not the norm to have a probate court find the lack of the existence of a trust when a probate is opened because probate proceedings would not have been commenced had a trust existed. There are no beneficiaries claiming the existence of a trust.

As we have discussed, and as Kurt and Karl have advised, there is NO evidence, nor has there ever been evidence, of the existence of a trust except for the title supplied by LOP in regard to his account with your firm. Kurt and Karl, as sole beneficiaries and administrators of the probate, as well as yourself, should be able to provide Declarations to attest to such fact.

The account is an estate account because LOP died intestate (without a trust or a will) in the state of California.

Also, as I recall, you advised me that your firm repeatedly requested trust documentation from LOP but he never provided it. The account should never have been put in the Trust's name without evidence of the trust's existence. Therefore, I would think that your firm's legal counsel should be able to get around that issue.

If your firm's legal counsel would like to discuss further, please have them contact me without delay. As I understand it, moving the Puerto Rico investments is time sensitive.

Sincerely,

Erin R. Parks
Attorney at Law
625 E. Victoria Street
Garden Suite
Santa Barbara, CA 93103
805-899-7717
Law@ErinParks.com
www.erinparks.com

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**From:** Spedale, Michael J [mailto:Michael.J.Spedale@morganstanley.com]
**Sent:** Thursday, July 16, 2015 9:19 AM
**To:** Erin Parks
**Cc:** KURT PILGERAM
**Subject:** RE: Estate of Laurence O. Pilgeram

Ms. Parks,

Thank you for the estate documents. We are running into a different question.

The account here was listed as a trust account with Laurence as the trustee. He had claimed to be the trustee of the Laurence Pilgeram trust. He had never actually provided a trust document.

Is there something from the court that says there is no trust in existence and this is then an estate account?

Could we also get a copy of the death certificate as we don't have one yet.

Thank you,

**Michael J. Spedale**
Vice President – Financial Advisor
**Morgan Stanley Wealth Management**
3993 Howard Hughes Pkwy – Suite 800
Las Vegas, NV 89169-0969
702-792-2024 direct
702-369-3434 fax
800-247-2265 toll free
Michael.j.spedale@morganstanley.com

**From:** Erin Parks [mailto:Law@erinParks.com]
**Sent:** Wednesday, July 15, 2015 2:30 PM
**To:** Spedale, Michael J (Wealth Mgmt MS)
**Cc:** KURT PILGERAM; Erin Parks
**Subject:** Estate of Laurence O. Pilgeram

Mr. Spedale:
Attached are digital copies of Certified Letters and Order for the Administration of the estate of Laurence O. Pilgeram.
Hopefully, now that you have these digital copies, you will have authorization to act on Kurt's direction.
A set of original certified copies will be forwarded to you via USPS tomorrow.
Sincerely,
Erin R. Parks
Attorney at Law
625 E. Victoria Street
Garden Suite
Santa Barbara, CA 93103
805-899-7717
Law@ErinParks.com
www.erinparks.com

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# EXHIBIT B

David J. Tappeiner, State Bar No. 243979
FELL, MARKING, ABKIN, MONTGOMERY,
GRANET & RANEY, LLP
222 East Carrillo Street, Fourth Floor
Santa Barbara, California 93101-2142
Telephone: (805) 963-0755
Facsimile: (805) 965-7237

Attorneys for Defendant, Kurt J. Pilgeram

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA – ANACAPA DIVSION**

| | |
|---|---|
| ALCOR LIFE EXTENSION FOUNDATION, an Arizona nonprofit organization,<br><br>Plaintiff,<br><br>vs.<br><br>KARL E. PILGERAM, an individual; KURT J. PILGERAM, an individual; and DOES 1 through 10, inclusive,<br><br>Defendants. | Case No. 17CV05172<br><br>[Assigned for all purposes to: Hon. Donna D. Geck]<br><br>**KURT J. PILGERAM'S REPLY TO OPPOSITION TO DEMURRER TO COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**<br><br>Date: February 23, 2018<br>Time: 9:30 a.m.<br>Dept: Four (4) |

Defendant KURT J. PILGERAM ("Defendant") files his Reply to Plaintiff's Opposition to Demurrer to Complaint, and states:

## I.

## INTRODUCTION

Plaintiff's request for declaratory relief finding that Mr. Pilgeram's sons should be disinherited under the terms of an unenforceable codicil is nothing more than a shameful and ill-fated attempt to discourage Defendant and his brother from advancing any claims they may have against Alcor. Nothing in Plaintiff's Opposition overcomes the fact that the "codicil" is not a codicil, that this Court does not have jurisdiction over Plaintiff's claims, or that Plaintiff has no standing to bring any action concerning the "codicil." Moreover, neither Defendant nor his brother

has done anything that would be considered to be in violation of the Article Fifteen of the "codicil" because they have not done anything other than to try to understand why Alcor failed to preserve their father's entire body as their father wanted. A declaratory relief claim is subject to general demurrer where it relates to a substantive claim that is invalid as a matter law. Alcor's claim concerning the alleged "codicil" is invalid as a matter of law for the reasons articulated in Defendant's Demurrer.

The main problem with the Demurrer is the way in which Plaintiff has presented its declaratory relief action by including the request concerning the "codicil" among other requests. While Defendant did request that the demurrer be sustained as to Plaintiff's declaratory relief action as a whole, Defendant recognizes that there may be other valid controversies subject to declaratory relief which can be asserted by allowing Plaintiff to amend the declaratory relief cause of action by excluding any requests concerning the codicil. As Defendant stated in his Demurrer, the only legitimate cause of action before the Court is the declaratory relief action as it relates to the amount held in escrow, the validity of the insurance policy, and Plaintiff's claim to the escrowed funds. All of the other causes of action are subject to demurrer for the reasons stated in Defendant's Demurrer and herein.

As to the "2015 Agreement," Defendant entered into the 2015 Agreement with Plaintiff for the sole purpose of getting the Federal Action dismissed and kicking the can down the road as to the ultimate disposition of the funds that were placed into escrow. The 2015 Agreement is not ambiguous in this respect. The parties agreed to dismiss the Federal Action and to place the funds in escrow pending either a court order or a written agreement signed by the parties instructing the escrow holder to distribute the funds ("The funds held in the escrow account with Granite Escrow & Settlement Services ["Granite"] shall remain in the escrow account until there is either (i) a court order directing that the funds in the escrow account be distributed to one or both of the parties in a certain manner; or (ii) there is a written agreement entered into by Pilgeram and Granite instructing Granite to distribute the funds in a certain manner." (Paragraph 1 of 2015 Agreement).

There is nothing ambiguous about this language. It is not susceptible to the interpretation suggested by Plaintiff. It does not reflect the intent that is claimed by Plaintiff. The 2015

Agreement is unambiguous as a whole and absolutely as to the provisions concerning the ultimate disposition of the funds held in escrow and is a fully integrated document. Accordingly, "parole evidence" is not admissible but even if it was, the 2015 Agreement is not even remotely capable of the interpretation suggested by Plaintiff. Plaintiff's claim that it was Plaintiff's claimed unilateral intent that the funds in escrow would be released following certain offers of proof is not reflected in the 2015 Agreement, expressly or implicitly. If this is what Plaintiff wanted, it should have asked for that provision to be included in the 2015 Agreement but it did not. As the 2015 Agreement does not reflect what Plaintiff claims it does, and cannot remotely, let alone reasonably, be interpreted in the manner suggested by Plaintiff, Defendant's Demurrer should be sustained without leave to amend.

## II.

## MULTIPLE DEFECTS CONCERNING ALLEGED CODICIL

1. No Standing. Plaintiff's lack of standing is not even arguable. Plaintiff has failed to demonstrate how it is an interested person as that term is defined under Probate Code §48. Saying that the "Codicil" is an integrated part of the Cryonic Suspension Agreement, even if true, does not give Plaintiff standing to attempt to enforce the "no contest" provision under Article Fifteen of the "codicil." A complaint fails to state a cause of action if it shows on its face that the cause of action alleged is someone other than Plaintiff and that Plaintiff has no standing to sue is properly brought by demurrer. CCP §367; see, e.g., *County of Fresno v. Shelton*(1998) 66 Cal.App.4th 996, 1009.

2. No Jurisdiction. Plaintiff misstates the terms of the 2015 Agreement. The 2015 Agreement does not give this Court jurisdiction over the probate matters or in any affect the rule that the Probate Court has exclusive jurisdiction over this type of claim. Plaintiff tries to mislead this Court by claiming there is a "jurisdiction and venue" clause in the 2015 Agreement. The clause at issue is paragraph 15 of the 2015 Agreement which reads" [a]ny action or proceeding regarding this Agreement shall be instituted and maintained solely in the Santa Barbara Superior Court, Anacapa Division. This is a venue provision. It does not have any effect over the fact that the Probate Court has exclusive jurisdiction over Plaintiff's clams concerning the alleged codicil.

Lack of subject matter jurisdiction is a proper ground for a demurrer. *CCP* §430.10. The jurisdiction over property of a decedent's estate and those claiming under it rests exclusively in the Probate Court. *Spencer v. Crocker First. Nat. Bank* (1948) 86 Cal.App.2d 397,401. While the demurrer can easily be sustained on jurisdiction grounds alone, Defendant asks that the Court also find that Plaintiff has no standing and that the alleged codicil is not in fact a codicil at all so as to avoid an attempt by Plaintiff to try to file another frivolous action in the Probate Court.

3. No Codicil. The Probate Proceeding was opened as an intestate proceeding as no will could be found. Alcor was not entitled to notice of that proceeding as they are not an interested person for the reasons stated above. Nevertheless, they were aware of Mr. Pilgeram's death, they were aware that the probate proceeding had been opened and they were aware of the alleged "codicil" because they are the ones that prepared that document. The entire argument about notice is a red herring anyway. The rulings made in the Probate matter are final and conclusive.

The Court determined Mr. Pilgeram died intestate. There was no Will. As there was no Will, there can be no codicil. A codicil does not stand alone. Even if the Codicil was valid somehow, the Probate matter is closed and the assets have been distributed. While it is clear Alcor has no standing, even if it did, they wouldn't be able to reopen the probate and claw back the funds that were distributed to Mr. Pilgeram's children as it is too late. A simple reading of the language in the Codicil should be enough for Alcor to understand the fallacy of its arguments. Article Fifteen reads:

> If any beneficiary contests, attacks, or acts contrary to the directions in this instrument, any share or interest in my testamentary or trust estate given to that beneficiary under my Will is revoked. If an heir contests, attacks, or acts contrary to the directions of this instrument, I give that heir the sum of one dollar ($1.00) and revoke any testamentary disposition that may be made to such heir and his or her issue. (underscoring added).

There was no Will. There was no "testamentary disposition." All assets of Mr. Pilgeram's estate passed via intestacy. A no-contest clause in a will or codicil does not apply to an intestate estate. That's the definition of an oxymoron.

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///

## III.

## THE 2015 AGREEMENT CANNOT BE INTERPRETED AS PLAINTIFF SUGGESTS

The 2015 Agreement is a contract. A contract is ambiguous only if it is "capable of two or more constructions both of which are reasonable." Where there is only one reasonable interpretation, the court may sustain the demurrer without leave to amend if the sole reasonable interpretation contradicts that of plaintiff. *Baldwin v. AAA Northern Calif., Nevada & Utah Ins. Exch.* (2016) 1 Cal.App.5th 545, 553.

Even though the 2015 Agreement is a fully integrated document (paragraph 16), Alcor now wants to introduce parole evidence of its intent. With a demurrer, the Court can conditionally consider the parole evidence alleged in the complaint, to determine if it would be relevant to prove a meaning to which the language of the instrument is reasonably susceptible. Even if the intent claimed by Alcor was true, such parole evidence must be disregarded because the 2015 Agreement is not reasonably susceptible to the interpretation that Plaintiff suggests. See. e.g., *Andrew George v. Automobile Club of Southern California* (2011) 201 Cal.App.4th 1112, 1122.

The parties agreed to dismiss the Federal Action and to place the funds in escrow pending either a court order or a written agreement signed by the parties instructing the escrow holder to distribute the funds ("The funds held in the escrow account with Granite Escrow & Settlement Services ["Granite"] shall remain in the escrow account until there is either (i) a court order directing that the funds in the escrow account be distributed to one or both of the parties in a certain manner; or (ii) there is a written agreement entered into by Pilgeram and Granite instructing Granite to distribute the funds in a certain manner." (Paragraph 1 of 2015 Agreement). There is nothing ambiguous about this language. It is not susceptible to the interpretation suggested by Plaintiff. It does not reflect the intent that is claimed by Plaintiff. The 2015 Agreement is unambiguous as a whole and absolutely as to the provisions concerning the ultimate disposition of the funds held in escrow and is a fully integrated document. Accordingly, "parole evidence" is not admissible but even if it was, the 2015 Agreement is not even remotely capable of the interpretation suggested by Plaintiff.

As Plaintiff's entire cause of action for Breach of Contract rests solely on Plaintiff's contention that the Agreement requires Defendant to consent to the release of the escrowed funds after Alcor has meet its obligations under the Agreement, and that clearly is not the case, Defendant's demurrer to Plaintiff's Second Cause of Action for Breach of Contract should be sustained, without leave to amend.

Similarly, as there is nothing further required of Defendant other than stipulating to the dismissal of the Federal Action, which has been done, Defendant cannot be found to have breached the implied covenant of good faith and fair dealing. Once this Court reaches the correct conclusion that the 2015 Agreement does not require Defendant to do anything with respect to the escrowed funds absent a written agreement or a court order, and that the 2015 Agreement does not require Defendant to agree to release the escrowed funds under any other condition, then Defendant cannot be found to have breached the implied covenant of good faith and fair dealing.

The facts here are distinguishable from those in the *Thrifty Payless, Inc. v. the American at Brand, LLC* (2013) 218 Cal.App.4th 1230 because, unlike in *Thrifty*, Defendant has no obligation under the 2015 Agreement do anything even if Alcor has undertaken the offers of proof that it claims.

## IV.

## NO UNJUST ENRICHMENT

It's ironic to suggest that Defendant has received any benefit. He received his father's remains in a box mailed to his house without notice. His father's entire body was not preserved as his father wanted. He has incurred tens of thousands of dollars in legal fees dealing with the Federal Action and now, instead of responding to Defendant's demand letter and trying to negotiate a settlement, as is actually contemplated under the 2015 Agreement, Plaintiff instead chose to file this heavy-handed action, not only asking for declaratory relief as to the escrowed funds but also asking to court to find that Defendant is somehow disinherited. Moreover, when Plaintiff's counsel was contacted with respect to the demurrable issues in the Complaint, instead of doing the right thing by amending the Complaint, Plaintiff forced Defendant to file this Demurrer. Yet Plaintiff somehow has the audacity to claim that Defendant is acting in bad faith.

The allegations in the complaint fail to state any facts sufficient to support a cause of action for unjust enrichment. Accordingly, Defendant requests that his Demurer to that cause of action be sustained without leave to amend.

## V.

## CONCLUSION

Defendant renews his request that the Court sustain his demurrer to all causes of action, without leave to amend, except as to the declaratory relief action issues other than pertaining to the codicil, as Plaintiff should be able to amend the declaratory relief action concerning the escrowed funds and matters related thereto.

FELL, MARKING, ABKIN, MONTGOMERY, GRANET & RANEY, LLP

Dated: February 15, 2018

By: _____
David J. Tappeiner
Attorneys for Defendant Kurt J. Pilgeram

## PROOF OF SERVICE

### STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed by the law firm of Fell, Marking, Abkin, Montgomery, Granet & Raney, LLP, in the County of Santa Barbara, State of California. I am over the age of 18 and not a party to the within action. My business address is 222 East Carrillo Street, Fourth Floor, Santa Barbara, California 93101-2142.

On **February 15, 2018**, I served the document described as **KURT J. PILGERAM'S REPLY TO OPPOSITION TO DEMURRER TO COMPLAINT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** on the interested parties in this action by delivering the □ the original ■ a true copy thereof as follows:

Sheila Mojtehedi
Justin Owens
Stradling Yocca Carlson & Rauth, P.C.
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
(o) 949.725.4139 | (f) 949.823.5139
SMojtehedi@SYCR.com
jowens@sycr.com

James M. Arrowood, Esq.
ARROWOOD ATTORNEYS, PLLC
8985 E. Bell Rd.
Scottsdale, AZ 85260
Tel: (480) 305-5038
Fax: (949) 271-4119
james@arrowoodlegal.com

□ **BY MAIL**

I deposited such envelopes in the firm's mailing system. I am readily familiar with the firm's practice of collection and processing correspondence for mailing with the U.S. Postal Service. Under that practice, in the ordinary course of business it would be deposited with the U.S. Postal Service in Santa Barbara, California, on that same day, with first class delivery postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

□ **(BY PERSONAL SERVICE)** by delivery of such envelope by hand to the offices of the addressee.

■ **(BY EMAIL-PDF TRANSMISSION)** I transmitted the document to the email address as indicated above. This transmission included a PDF attachment of the foregoing document(s).

■ **(STATE)** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on **February 15, 2018**, at Santa Barbara, California.

**Ashley Franco**

Signature

# EXHIBIT C

Erin R. Parks
Attorney at Law

May 18, 2015

Jackson National Life Insurance
Jackson Claims Administration
PO Box 30503
Lansing, MI 48909-8003

RE: LAURENCE O. PILGERAM - Policy No. 0016288130
KURT JOHN PILGERAM & KARL ERICH PILGERAM -
Sons/Beneficiaries of LAURENCE O. PILGERAM

To Whom It May Concern:

I represent the estate of Laurence O. Pilgeram, and its representatives, Karl Pilgeram and Kurt Pilgeram. Enclosed please find a Life Insurance Claim Forms for Karl Pilgeram and Kurt Pilgeram, the sole heirs of Laurence O. Pilgeram, and a certified death certificate for Laurence O. Pilgeram.

I am informed and believe that Alcor Life Extension Foundation (Alcor) has made a claim on Mr. Pilgeram's JNL life insurance benefits pursuant to a Cryonic Suspension Agreement which provides that JNL policy benefits be remitted to Alcor for the suspension of Mr. Pilgeram and his deceased wife, Cynthia Pilgeram, with the remainder to Mr. Pilgeram's sons, Karl and Kurt. In 1990, Mr. Pilgeram executed a Collateral Assignment of the JNL life insurance benefits up to $140,000 in favor of Alcor to secure payment for expenses in connection with the cryonic suspension arrangements for himself, and his wife Cynthia. Attached are copies of the Collateral Assignment and Cryonic Suspension Agreement.

Karl and Kurt Pilgeram contest the remittance of any life insurance benefits to Alcor Life Extension Foundation. Cynthia pre-deceased Laurence in 1990. Attached is the copy of Cynthia's death certificate found amongst Laurence's personal possessions. Karl and Kurt are informed and believe that while Cynthia was initially taken to an Alcor facility, her family of origin (not Laurence) demanded that her body be released for burial in Santa Barbara, and that is what happened. Thus, there was no cryonic suspension of Cynthia's body to which the agreement or assignment would apply, and thus no benefits payable to Alcor.



625 East Victoria Street
Santa Barbara, CA 93103
(805) 899-7717 fax (805) 899-7721
law@ErinParks.com

Furthermore, on May 18, 2015, Kurt Pilgeram discovered that his father may never have been taken to the Alcor facility for cryonic suspension. This was discovered because the cremated remains of Mr. Pilgeram's body were delivered to Kurt Pilgeram without prior notice. The delivery of his father's remains came as a complete shock to Kurt as he was told by Alcor's representative that his father would be cryonically suspended per his father's wishes and that his body would be sent from Santa Barbara to Alcor for suspension. Instead, Kurt received cremated remains and documents showing that Laurence was cremated, not cryonically suspended.

Alcor has not responded to my requests for a determination of the amount of proceeds it intends to claim and on what basis. Accordingly, there is an unresolved issue regarding the amount of benefits from Policy No. 0016288130 that are payable to Alcor, if any, as opposed to Mr. Pilgeram's sons, Karl and Kurt. Until this matter is resolved, Karl and Kurt Pilgeram object to any payment to Alcor and request that the proceeds from the policy be distributed equally between the two of them.

Please advise how Jackson National Life Insurance intends to proceed.

Sincerely,

ERIN R. PARKS

cc: Karl Pilgeram, Son/Beneficiary of Laurence Pilgeram
Kurt Pilgeram, Son/Beneficiary of Laurence Pilgeram
Max More, President & CEO, Alcor Life Extension Foundation

# EXHIBIT D

**Erin Parks**

| | |
|---|---|
| **From:** | Erin Parks |
| **Sent:** | Monday, August 31, 2015 2:33 PM |
| **To:** | James Arrowood |
| **Cc:** | Erin Parks |
| **Subject:** | RE: Settlement Offer and Discussions- Subject to Evidence Code 1152, Rule 408, and all other Applicable Federal and State Evidence Rules for Privileged Settlement Communications: |

Mr. Arrowood:

Please thank Alcor for the offer reflected in your email below.
The Pilgerams decline to accept the offer.
The Pilgerams will accept $65,000 and documentary verification that Alcor has their father's cephalon to resolve their claims.
This offer is on the table until 5pm Wednesday, September 2, 2015.

Please alert Alcor to the following challenges to the establishment of the elements of a malicious prosecution claim:
First, the Pilgerams did not bring the action; and
Second, the Pilgerams have not been provided with the requested probable cause to believe that Alcor has complied with the contract. All the Pilgerams have is a box of cremated remains (after being told that their father's entire body would be preserved by Alcor) because Alcor has refused to provide the Pilgerams with the same documentary evidence that it will have to produce in court – evidence of their father's cephalon and other evidence of compliance with the contract. Accordingly, if the Pilgerams have no evidence to demonstrate that their father's wishes have been complied with, despite repeated requests, they cannot be found to maliciously prosecute a claim.

Further, the attorneys' fee situation is quite clear; has been quite clear; and there has been no point missed in that regard from our perspective.
Alcor should be made aware that Laurence O. Pilgeram left a very large estate to his sons. They will have more than sufficient resources to ensure their father's wishes have been complied with, or not. The fact that Alcor has vigorously opposed other claims does not mean that the Pilgerams should refrain from ensuring that their father's wishes have been met especially where Alcor consistently refuses to provide them with documentary evidence to demonstrate its compliance. The refusal to provide concrete documentary evidence of compliance is what is driving the continuation of the dispute and only Alcor has the means to stop it. Expecting the Pilgerams to travel to Arizona to personally view their father's cephalon is time-consuming, and expensive (aside from flight cost). It will also require that the Pilgerams to endure further emotional distress. While photographic evidence is tough to deal with, expecting the Pilgerams to subject themselves to a personally viewing is beyond the pale. Alcor will not be able to require Judge Sagar to do the same.

Finally, while new counsel will be involved, I will also continue to act as co-counsel. I can assure you that the addition of new counsel, who I am quite familiar with and have prevailed with at trial in the past, will not be beneficial for Alcor.

Sincerely,

Erin R. Parks
Attorney at Law
625 E. Victoria Street
Garden Suite
Santa Barbara, CA 93103

805-899-7717
Law@ErinParks.com
www.erinparks.com

PRIVILEGED & CONFIDENTIAL
ATTORNEYCLIENT COMMUNICATION
ATTORNEY WORK PRODUCT
This electronic message contains information from Erin R. Parks, Attorney at Law, which is privileged and/or confidential. The information is intended to be sent to the individual or entity name above. If you are not the intended recipient, be aware that any viewing, review, disclosure, copying, distribution or use of the contents of this transmission is prohibited. If you have received this electronic transmission in error, please destroy all versions of this transmission and notify the Law Office of Erin R. Parks at (805) 899-7717. Thank you.

**From:** James Arrowood [mailto:Arrowood@frutkinlaw.com]
**Sent:** Thursday, August 27, 2015 3:46 PM
**To:** Erin Parks
**Subject:** Settlement Offer and Discussions- Subject to Evidence Code 1152, Rule 408, and all other Applicable Federal and State Evidence Rules for Privileged Settlement Communications:

*Subject o Evidence Code 1152, Rule 408, and all other Applicable Federal and State Evidence Rules for Privileged Settlement Communications:*

Ms. Parks,

I have spoken with my client, and they REJECT your offer of settlement. My client is very confident that it has provided the services required and is entitled to the entirety of the remaining proceeds of the life insurance policy.

With regards to your notice to us that you intend to bring in "alternative counsel", we *welcome* such a development. Any reasonable attorney would regard your clients' claims as completely without merit given the signed insurance contract and my clients' complete performance of services, and would advise their clients about the potential for substantial legal fees to be awarded against them.

As for attorneys' fees, you know as well as I that your clients' claims are tenuous at best, and any continuation of this case gives rise to counterclaims against your client for malicious prosecution. For and to the degree any attorneys' fees are available, (which in the absence of such a clause, under California law, it is unlikely, *not more likely as you incorrectly use as a veiled threat*, to be awarded) we feel it will be your clients' paying our fees in light of the clear intent of the deceased. As you may have forgotten, California follows the "American Rule" under which each party (absent a contract clause to the contrary, which you have helpfully confirmed does not exist in this case) to a lawsuit ordinarily must pay their own attorney fees. (*Trope v. Katz* (1995); *Gray v. Don Miller & Associates* (1984), et. al.) My client has a history, easily available via a Google search, of vigorously defending itself against this type of illegitimate litigation and of getting costs awarded and recovered against such vexatious plaintiffs.

All of that being said, my client is willing to offer your clients the following settlement as a courtesy to the deceased, subject to a written agreement: My clients will provide airfare and transportation for you clients to come tour the facility and see, in-person, (subject to a confidentiality agreement and settlement evidentiary rules on disclosure/use in litigation) the facilities and their father's preserved cephalon so that they can reassure themselves that his wishes to be preserved have been fulfilled.

As for release of the Insurance company, we are agreeable to such a release, we just need to come to an agreement on who will hold the remaining funds.

Our offer to pay expenses will remain open until 5 p.m., Thursday, September 3, 2015. We await your reply.

*Evidence Code 1152, Rule 408, and all other Applicable Federal and State Evidence Rules for Privileged Settlement Communications*

James M. Arrowood, Esq.
Senior Counsel
(602) 606-9326 (602) 606-9327 (f)
arrowood@frutkinlaw.com

**The Frutkin Law Firm, PLC**
15205 N. Kierland Blvd. Suite 200
Scottsdale, AZ 85254

Scottsdale Office in Kierland Commons

Any settlement offers contained herein are subject to Arizona Rule of Evidence 408 and/or any comparable State or Federal rule.

CONFIDENTIALITY NOTICE: The information contained herein may be privileged and protected by the attorney/client and/or other privilege. It is confidential in nature and intended for use by the intended addressee only. If you are not the intended recipient, you are hereby expressly prohibited from dissemination, distribution, copy or any use whatsoever of this transmission and its contents. If you have received this transmission in error, please reply or call the sender and arrangements will be made to retrieve the originals from you at no charge.

# EXHIBIT E

FELL, MARKING, ABKIN, MONTGOMERY, GRANET & RANEY, LLP
ATTORNEYS AT LAW

222 EAST CARRILLO STREET, FOURTH FLOOR
SANTA BARBARA, CALIFORNIA 93101
TELEPHONE (805) 963-0755 • FACSIMILE (805) 965-7237

DOUGLAS E. FELL
PHILIP W. MARKING
JOSEPH D. ABKIN
FREDERICK W. MONTGOMERY
CRAIG S. GRANET
JAMIE FORREST RANEY

MICHAEL D. HELLMAN
JOSHUA P. RABINOWITZ
JENNIFER GILLON DUFFY
DAVID J. TAPPEINER
GAMBLE T. PARKS
MARK A. DEPACO

ALLAN S. MORTON
JESSICA M. BURNS
CLARK A. LAMMERS

OF COUNSEL
JAMES E. DAVIDSON

WRITER'S EMAIL:
DTAPPEINER@FMAM.COM

October 23, 2017

**RULE 408 SETTLEMENT COMMUNICATION**

VIA EMAIL AND US MAIL
James M. Arrowood, Esq.
THE FRUTKIN LAW FIRM, P.C.
15205 N. Kierland Blvd., Suite 200
Scottsdale, Arizona 85254

Re: Jackson National Life Insurance Company v. Karl E. Pilgeram, Kurt J. Pilgeram, Alcor Life Extension Foundation, Case No. 2:15-cv-4975

Dear James:

It has been some time since we resolved the federal case referenced above by having the remaining funds that were paid by Mr. Pilgeram to Alcor, totaling $76,491.12, placed into the escrow account at Granite. Mr. Pilgeram's son, Kurt Pilgeram, is still very upset with the way things were handled following his father's death, including the handling of Mr. Pilgeram's remains. In our opinion, the contract with Alcor is illusory. Furthermore, we believe there are claims for fraud and unfair trade practices, among other potential claims. That said, Kurt Pilgeram wants to move on and is willing to fully and finally resolve this matter on the following terms:

1. Release of the funds in escrow to Kurt Pilgeram;
2. Return of Mr. Pilgeram's remains in your client's possession; and
3. An apology from Alcor to Kurt Pilgeram for the way that Mr. Pilgeram's remains were handled following his death.

If accepted by your clients, Kurt Pilgeram is also willing to agree that the terms of the settlement will be confidential.

If there is no settlement, Kurt Pilgeram will file a civil suit in the Santa Barbara Superior Court seeking all available remedies, including punitive damages. We think a jury would be shocked by the way this was handled, especially considering that your client cremated the remains of Mr. Pilgeram without notice to his children and had the ashes delivered to one of their houses in a box. We can also tell you that we had the cremated remains tested and there is some question as to whether they are actually Mr. Pilgeram's remains.

This proposal remains open until November 3, 2017. If the matter is not resolved by that date, the civil action will be commenced and we will see what a jury thinks about your client's actions in this matter.

Sincerely,

*/s/ David J. Tappeiner*
ELECTRONICALLY

David J. Tappeiner

DJT/tb
cc: Kurt J. Pilgeram

# EXHIBIT F

ERIN R. PARKS SBN133873
625 E. Victoria Street, Garden Suite
Santa Barbara, CA 93103
Tel: (805) 899-7717
Law@ErinParks.com

Attorney for Petitioners
KARL PILGERAM & KURT PILGERAM

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
5/16/2016 8:30:00 AM
By: Jessica Vega, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA**

**ANACAPA DIVISION**

ESTATE OF

LAURENCE O. PILGERAM,

Decedent.

**Case No.: 15PR00147**

**WAIVER OF ACCOUNT AND REPORT OF ADMINISTRATORS; PETITION FOR ALLOWANCE OF STATUTORY AND EXTRAORDINARY ATTORNEY FEES AND FOR FINAL DISTRIBUTION; DECLARATION OF ERIN R. PARKS; AND VERIFICATIONS OF PETITIONERS.**

***Honorable Colleen Sterne***

**Date: July 14, 2016**
**Time: 9:00 a.m.**
**Dept.: 5**

KARL PILGERAM and KURT PILGERAM, as administrators of the estate of decedent, LAURENCE O. PILGERAM, hereby submit their Waiver of Account and Report, and through this Petition allege the following:

**1. DATE OF DEATH AND DOMICILE.**

LAURENCE O. PILGERAM died on April 10, 2015 in the City and County of Santa Barbara, State of California, and was a resident of that County at the time of his death.

**2. APPOINTMENT OF PERSONAL REPRESENTATIVES.**

Despite search and inquiry, no will or trust of decedent has been found. The sons and sole heirs of the decedent, petitioners KARL PILGERAM and KURT PILGERAM, qualified as administrators of the estate and Letters of Administration were issued to them on July 15, 2015. At all times since then petitioners have been acting as the duly qualified administrators of the decedent's estate.

**3. AUTHORITY GRANTED UNDER INDEPENDENT ADMINISTRATION OF ESTATES ACT.**

On July 9, 2015, petitioners were granted authority by order of this court to administer the estate without court supervision under the Independent Administration of Estates Act. This authority has not been revoked.

**4. STATUS OF ESTATE.**

Petitioners have performed all duties required of them for the estate of the decedent with respect to the administration of the estate. The estate is now ready for distribution and is in a condition to be closed.

**5. NOTICE OF DEATH.**

Notice of Petition to Administer Estate, which constitutes one form of notice to creditors, has been published for the period and in the manner prescribed by law. Within thirty (30) days after the completion of publication, an Affidavit of Publication showing due publication in the manner and form required by law was filed with the clerk of the court. Reasonable efforts were made to identify creditors of the estate and all known or reasonably ascertainable debts of the decedent were paid. More than four months have elapsed since the first issuance of Letters, and the time for filing or presenting claims has expired.

**6. CREDITORS' CLAIMS.**

The only claim that was filed with the court or presented to the personal representative was from the California Franchise Tax Board and it has been withdrawn.

**7. COMPLIANCE WITH PROBATE CODE §9202.**

Notice to the Director of Health Services is not required under Probate Code Section 9202 because the decedent did not receive and was not the surviving spouse of someone who received Medi-Cal benefits. Petitioner sent no notice of the decedent's death to the Director of the California Victim Compensation or to the Government Claims Board under Probate Code section 9202(b), because no heir is confined in a prison or facility under the jurisdiction of the Department of Corrections or the Department of the Youth Authority or confined in any county or city jail, road camp, industrial farm, or other local correctional facility. Petitioners's counsel served notice to the Franchise Tax Board required by Probate Code section 9202(c) as provided in section 1215.

**8. DEBTS OF DECEDENT.**

All debts of decedent and of the estate and all expenses of administration, except closing expenses and statutory commissions of counsel for the administrators, Erin R. Parks, have been paid. Petitioners hereby waive their statutory commissions since they are the sole heirs of the estate.

**9. INVENTORY AND APPRAISAL.**

A Final Inventory and Appraisal was returned and filed on October 7, 2015 showing a value of $16,198,729.55. Petitioners allege that such inventory contains all the assets of decedent's estate as of the decedent's date of death that have come to petitioners' knowledge or into their possession.

**10. PERSONAL PROPERTY TAXES.**

No personal property taxes are due and payable by this estate.

**11. CALIFORNIA AND FEDERAL ESTATE TAXES.**

An extension for federal estate tax return, Form 706, has been filed and estimated estate taxes of $5,600,000 have been paid. The Form 706 will be filed by July 10, 2016 (the extension expiry date) reflecting an overpayment of between $45,019 and $70,000. No California estate taxes are due and payable by this estate.

**12. INCOME TAXES.**

All California and federal personal income taxes due and payable by the estate have been paid.

**13. INVESTMENT OF CASH ON HAND.**

Petitioners have invested and maintained all cash in interest bearing accounts or in investments authorized by law or the governing instrument, except for an amount of cash that is reasonably necessary for the orderly administration of the estate.

**14. WAIVER OF ACCOUNT.**

Petitioners, the only persons entitled to distribution of all of the estate, hereby waive an account.

**15. CHARACTER OF PROPERTY.**

As decedent was widowed at the time of his death, the whole of the estate is decedent's separate property.

**16. INTESTATE HEIRS.**

The petitioners are the decedent's heirs under the laws of intestate succession:

| Name & Relationship | Age | Address |
|---|---|---|
| Karl Pilgeram, Son | 58 | 313 Moreton Bay Lane #6, Santa Barbara, CA 93117 |
| Kurt Pilgeram, Son | 53 | 1884 Highway 221, Dutton, Montana 59433 |

**17. PROPOSED DISTRIBUTION OF ESTATE.**

Pursuant to the laws of intestate succession, the estate should be distributed as follows

| Name | Description of Share of Estate |
|---|---|
| Karl Pilgeram | Fifty Percent (50%) |
| Kurt Pilgeram | Fifty Percent (50%) |

Any other property of decedent or the estate not now known or discovered that may belong to the estate or in which the decedent or the estate may have any interest shall be distributed as follows:

| Name | Description of Share of Estate |
|---|---|
| Karl Pilgeram | Fifty Percent (50%) |
| Kurt Pilgeram | Fifty Percent (50%) |

**18. COMPUTATION OF STATUTORY ATTORNEY'S COMPENSATION.**

The statutory attorney's compensation payable to counsel for the petitioners, Erin R. Parks, for her services are $143,993.65, computed on a fee base of $16,198,729.55, arrived at as follows:

**FEE BASE**

| | |
|---|---|
| Final Inventory and Appraisal | $16,198,729.55 |

**STATUTORY FEE COMPUTATION**

| | |
|---|---|
| 4% of $100,000 | $4,000.00 |
| 3% of $100,000 | $3,000.00 |
| 2% of $800,000 | $16,000.00 |
| 1% of $9,000,000 | $90,000.00 |
| ½ of 1% of $6,198,729.55 | $30,993.65 |
| **TOTAL FEE** | **$143,993.65** |

**19. COMPENSATION FOR EXTRAORDINARY SERVICES BY ATTORNEY.**

Erin R. Parks, attorney for petitioners KARL PILGERAM and KURT PILGERAM, has rendered extraordinary services to the estate which are described in her Declaration attached hereto and made a part of this petition. The schedules in Probate Code sections 10800 and 10810 are not intended to compensate for an administrator's attorney's "extraordinary" services. Instead, sections 10801 and 10811 provide for additional compensation for an attorney's "extraordinary services . . . in an amount the court determines is just and reasonable." (Prob.C. §§10801(a), 10811(a); CRC 7.703.) There is no set rates for extraordinary compensation. The amount of extraordinary compensation is determined by the court, in the exercise of its discretion and on the basis of supporting declarations and exhibits. (*See* Prob.C. §§10801(a) & 10811(a); and Law Rev. Comm'n Comment to §10801.) Petitioners' counsel, Erin R. Parks, spent extensive hours resolving numerous issues covered by Probate Code section 20801 and/or Rule 7.703 concerning the estate', as summarily described below and more fully detailed in the Declaration of Erin R. Parks and Exhibits 1 through 3 attached hereto:

1. **Coordination of Ancillary Administration:** Petitioners' counsel, Erin R. Parks, requests extraordinary compensation for coordinating the ancillary administration of decedent's real property in Nevada. (Rule 7.703(10); Parks Dec. ¶3, Exhibit 1.)

2. **Income, Gift and Estate Taxation Services:** Attorney Parks also requests extraordinary compensation for services related to assisting petitioners' accountant in the computation, reporting, or making of tax returns, or the adjustment, or payment of decedent's income, gift and estate tax forms. (Prob.C. §10801; Parks Dec. ¶4, Exhibit 2.) It is not an abuse of discretion for a probate Court to order payment of extraordinary compensation to petitioners' counsel for the same tax services provided by petitioners' accountant where extraordinary

---

[1] Types of extraordinary services referenced in Probate Code section 10801 and/or California Rules of Court, Rule 7.703, include: services related to the computation, reporting, or making of tax returns, or the adjustment, litigation, or payment of any of said taxes (Prob.C. §10801); litigation involving estate property interests (Rule 7.703(3)); and coordination of ancillary administration (Rule 7.703(10)).

services were rendered and the attorney is entitled to compensation, the amount of which is discretionary with the Court. (*Estate of Bray* (1964) 230 Cal.App.2d 136.)

3. **Litigation and Settlement Services to Protect the Estate's Interests:** Attorney Parks further requests extraordinary compensation for federal court litigation and settlement negotiation services pertaining to decedent's contract assigning Jackson National Life Insurance Company benefits to Alcor Life Extension Foundation (a cryonics company) pursuant to a contract between Alcor and decedent for cryonic preservation of decedent's remains upon death. (CRC, Rule 7.703(3); Parks Dec. ¶¶5-15, Exhibit 3.) An award of compensation for extraordinary services is not an abuse of discretion where extraordinary services were rendered in preparing for the defense of litigation proceedings which do not go to trial but are settled through lengthy negotiations. (*Estate of Blair* (1954) 127 Cal.App.2d 130; *see also Estate of Keith* (1936) 16 Cal.App.2d 67 [extraordinary compensation awarded for attorney involvement in disputes regarding estate assets that consumed a great deal of time; a number of conferences and extensive correspondence]; and *Estate of Turino* (1970) 8 Cal.App.3d 642 [extraordinary compensation for litigation to defend the estate against imposition of a constructive trust on estate assets].)

The total value of the above-described extraordinary services is $167,688.50, and is reasonable in light of the special circumstances and complexities of the decedent's assets (ancillary and otherwise), contractual and tax issues, all as described in the supporting Declaration of Erin R. Parks who should be allowed such reasonable compensation for these services and has not been paid.

20. **DISCLOSURE OF RELATIONSHIPS BETWEEN FIDUCIARY, ATTORNEYS, AND OTHER AGENTS HIRED BY FIDUCIARY.**

Petitioners have no personal, financial or other relationship with attorney or other agents hired by the petitioners, other than estate planning and conservatorship services rendered to petitioners' mother, Marilyn Henry, and to petitioners on behalf of their mother.

21. **CLOSING EXPENSES.**

Because petitioners are the sole heirs, they are not requesting authorization to withhold any sums of money to offset closing costs and expenses, or as a reserve for any liability that may hereafter be determined to be due from this estate. Both petitioners agree to be individually and jointly liable for all closing costs and expenses, or liabilities, except those arising from decedent's relationship with Alcor Life Extension Foundation. Petitioner Kurt Pilgeram agrees to be solely and individually liable for all closing costs and expenses, or liabilities arising from decedent's relationship with Alcor Life Extension Foundation.

WHEREFORE, petitioner prays for an order of this court that:

1. The administration of this estate be brought to a close without the requirement of an accounting by the administrators;

2. The **WAIVER OF ACCOUNT AND REPORT OF ADMINISTRATORS; PETITION FOR ALLOWANCE OF STATUTORY AND EXTRAORDINARY ATTORNEY FEES AND FOR FINAL DISTRIBUTION** be settled, allowed, and approved as filed;

3. All the acts and proceedings of the petitioners as administrators be confirmed and approved;

4. Petitioners shall be authorized and directed to pay Erin R. Parks the sum of $143,993.65 representing statutory compensation for ordinary services rendered to the administrators of this estate.

5. Petitioners shall be authorized and directed to pay Erin R. Parks the sum of $167,688.50, representing compensation for extraordinary services rendered to the administrators of this estate.

6. Distribution of the estate of decedent in petitioners' hands and any other property of decedent or the estate not now known or discovered be made to the persons entitled to it, as set forth in the petition; and that

7. Such further order be made as the court considers proper.

Dated: May 12, 2016

Karl Pilgeram
KARL PILGERAM

Dated: May 12, 2016

KURT PILGERAM

## DECLARATION OF ERIN R. PARKS

I, ERIN R. PARKS, declare:

1. I am an attorney at law duly licensed to practice before all of the courts in the State of California. I am also counsel for Petitioner, Karl Pilgeram who resides in Santa Barbara, California, and Petitioner, Kurt Pilgeram who resides in Dutton, Montana.

2. I submit this Declaration in support of the instant Petition. All of the statements included in this Declaration are of my own personal knowledge. If called upon to testify concerning this information, I can and will competently testify to what is declared herein.

## EXTRAORDINARY LEGAL SERVICES

3. **ANCILLARY PROBATE SERVICES.** The decedent died owning real property in Nevada. I provided the following services for the ancillary probate of such real property: Sought and retained probate counsel for petitioners in Nevada; served as the communication intermediary for petitioner Karl Pilgeram who although resides in Santa Barbara, California, had limited availability, and petitioner Kurt Pilgeram who resides in Montana, and Nevada probate counsel, John Dawson of Dickinson & Wright PLLC, all of which required protracted communications due to their locations and availability issues; provided Nevada probate counsel with all information and documentation necessary to probate decedent's real property in Nevada; reviewed and revised Petition and Order for Nevada probate; ensured that Nevada Probate Order was recorded such that both petitioners were distributed equal interests in decedent's Nevada property. The ancillary probate was successful in distributing the decedent's interest in Nevada real estate to the petitioners to their mutual benefit. I spent 5.10 hours coordinating the ancillary probate in Nevada at an hourly rate of $350 per hour for a total of $1,785.00. A true and correct copy of my Pre-Bill for the foregoing extraordinary services[2] is attached hereto as Exhibit 1.

[2] The Service Summaries on the billings attached as Exhibits 1-3 to this Declaration were drafted with confidentiality issues in mind so are necessarily vague as to the content of communications between myself and petitioners and other counsel. Further information will be provided to the court if necessary upon request.

4. **INCOME, GIFT AND ESTATE TAXATION SERVICES.** Decedent died in Santa Barbara County after having resided in both California and Nevada at various times prior to his death. I reviewed decedent's personal papers to discern historical information on tax filings. I discovered that decedent had filed federal income tax returns up to his date of death but had not filed income tax returns in the State of California. I reviewed additional personal paperwork of decedent's, and communicated with petitioners regarding decedent's residency. I also consulted with legal and tax professionals to ascertain a strategy for advising petitioners how to proceed in regard to filing decedent's California income and gift tax returns. I further assisted petitioners, their accountant, the decedent's broker (Morgan Stanley) and appraisers in gathering information for defining the gross assets of the estate, their valuations as of the decedent's date of death and also the alternative valuation date, resulting in great tax savings to the estate which is required to file a federal estate tax return (Form 706). I spent 10.4 hours performing the foregoing services at an hourly rate of $350 per hour for a total of $3,640.00. A true and correct copy of my Pre-Bill for the foregoing extraordinary services is attached hereto as Exhibit 2.

5. **LITIGATION AND SETTLEMENT SERVICES.** Prior to his death, decedent contracted with Alcor Life Extension Foundation (Alcor), for cryonic preservation of his remains after death (Alcor Contract). Decedent assigned benefits from a Jackson National Life Insurance Company (JNL) policy to Alcor to pay for his post-life cryonic preservation.

6. As is demonstrated in my billing records attached hereto as Exhibit 3, starting in late April 2015, I had extensive communications with petitioners, JNL and its counsel, and Alcor regarding claims for benefits made by Alcor in excess of its entitlement under the Alcor Contract, and Alcor's alleged failure to comply with the contract in regard to treatment of decedent's remains. I opposed Alcor's claim to insurance benefits and submitted counter-claims to the benefits. As a result, Alcor reduced its claim to the JNL insurance benefits by $40,000.

7. At the behest of petitioners, I also investigated issues regarding the treatment of decedents remains by Alcor, and the resulting cremains delivered to petitioner Kurt Pilgeram

by third party witnesses. Strange evidentiary inconsistencies, as well as statements made to Kurt Pilgeram by Alcor representatives subsequent to decedent's death, suggested Alcor's non-compliance with the explicit terms of the Alcor Contract and mistreatment of decedent's remains. Early resolution efforts to discern Alcor's perceived non-compliance with the Alcor Contract were unsuccessful making Alcor's entitlement to any of the JNL insurance benefits speculative.

8. My research on Alcor revealed that it is no stranger to allegations of mistreatment of the remains by heirs and estates of Alcor clients. It also disclosed that Alcor appears to resort to scorched earth / no - holes barred litigation tactics as a matter of course resulting in large investments for legal services that hinder expedient resolution. Alcor's response to decedent's case was no different.

9. In July 2015, JNL was ultimately forced to file an Interpleader Complaint in US District Court, Central District, in order to deal with the controversy regarding the JNL insurance policy benefits assigned by decedent to Alcor. In an effort to minimize fees and costs and in an effort to facilitate settlement prior to appearing in the litigation, I accepted service on behalf of petitioners and facilitated the entry of a stipulation to extend time to respond to the Complaint.

10. After service of the Complaint, I continued to spend a great deal of time communicating with Alcor and its counsel, drafting and entering into a stipulated protective order in an effort to obtain evidence from Alcor to verify Alcor's compliance with the Alcor Contract, and that decedent's remains had not been mistreated. However, as soon as the stipulated protective order was entered, Alcor reversed its position and refused to produce the evidence.

11. Since a response to JNL's Complaint could not be delayed longer due to federal rules of procedure, I moved forward with the litigation process; a process that I had tried very hard to circumvent. I vetted and assisted petitioners in retaining co-counsel, David Tappeiner of the Fell Marking firm, to assist me in representing petitioners in federal court. For most of the litigation process I acted as the primary point of contact with petitioners, Alcor and its

counsel, JNL's counsel and co-counsel. Once my co-counsel came on board, his firm assured compliance with federal procedure and shared the drafting of pleadings and discovery, and settlement negotiations. On petitioners' behalf, an answer and a Rule 26(f) Report was filed with the court, and formal discovery requests were drafted and served on Alcor.

12. I worked to minimize fees and costs by facilitating the deposit of the JNL insurance funds in a private escrow, rather than with the federal court, and the discharge of JNL, as the stakeholder, from the case. This was important because JNL was entitled to payment of its legal fees and costs out of the insurance proceeds which dissipate the longer JNL was involved. I spearheaded the effort to identify and retain a third party escrow agent, Granite Escrow and Settlement Services, which Alcor, after much prodding and hand-feeding eventually agreed to accept. After I negotiated the terms of the escrow, Alcor ultimately agreed to stipulate to discharge JNL from the case.

13. Throughout the foregoing proceedings, I continued to facilitate settlement negotiations primarily focusing on obtaining documentary evidence to substantiate Alcor's compliance with the contract, and dispel petitioners' concerns regarding mistreatment of the decedent's remains. However, rather than agreeing to produce documentary evidence pursuant to the stipulated protective order, after JNL was discharged, Alcor moved to dismiss the case in its entirety. I researched grounds for opposing the motion to dismiss, discovered Alcor's grounds for dismissal were superficial, but could not get Alcor to move closer to resolution until after assisting in the drafting and filing of a formal opposition to the motion to dismiss.

14. Finally, in November 2015, Alcor agreed to terms for dismissing the federal court case in its entirety, and dispatched its counsel to Santa Barbara to produce the documentary evidence that I had been requesting on behalf of the petitioners for seven months. JNL insurance funds still remain in Granite's escrow account while petitioner, Kurt Pilgeram, further investigates the alleged suspicious mistreatment of decedent's remains.

15. I spent 463.61 hours performing the foregoing services at an hourly rate of $350 per hour for a total of $162,263.50. A true and correct copy of my Pre-Bill for the foregoing extraordinary services is attached hereto as Exhibit 3.

16. The total hours I spent performing extraordinary services is 479.11 at an hourly rate of $350 per hour for a total of $167,688.50, calculated in summary as follows:

| **Extraordinary Services** | **Hours** | **Amount** |
|---|---|---|
| Ancillary Administration Coordination Services | 5.10 | $1,785.00 |
| Income, Gift and Estate Taxation Services | 10.40 | $3,640.00 |
| Litigation and Settlement Services - Alcor / JNL | 463.61 | $162,263.50 |
| **Total** | 479.11 | $167,688.50 |

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: May 12, 2016

ERIN R. PARKS

**VERIFICATION**
**CCP §§ 446, 2015.5**

I declare that I am one of the administrators of the above-entitled estate. I have read the foregoing **WAIVER OF ACCOUNT AND REPORT OF ADMINISTRATORS; PETITION FOR ALLOWANCE OF STATUTORY AND EXTRAORDINARY ATTORNEY FEES AND FOR FINAL DISTRIBUTION** and know the contents thereof; the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Verification was executed on May 12, 2016.

KURT PILGERAM

**VERIFICATION**

**CCP §§ 446, 2015.5**

I declare that I am one of the administrators of the above-entitled estate. I have read the foregoing **WAIVER OF ACCOUNT AND REPORT OF ADMINISTRATORS; PETITION FOR ALLOWANCE OF STATUTORY AND EXTRAORDINARY ATTORNEY FEES AND FOR FINAL DISTRIBUTION** and know the contents thereof; the same is true of my own knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Verification was executed on May 12, 2016.

Karl Pilgeram

KARL PILGERAM

# EXHIBIT 1

**~~Begins on Next Page~~**

**Law Office of Erin R. Parks**

Invoice submitted to:
Kurt Pilgeram & Karl Pilgeram
c/o Kurt Pilgeram
1884 Highway 221
Dutton, MT 59433

| | |
|---|---|
| Invoice # | N/A |
| Invoice Date | 05/09/2016 |
| For Services Through | 05/09/2016 |

| Date | By | Service Summary | Hours/Rate | Amount |
|---|---|---|---|---|
| In Reference To: **ANCILLARY PROBATE (Labor)** | | | | |
| 04/27/2015 | ER | ANCILLARY ADMIN: Telephonic and email communications with Nevada probate counsel and client re: Nevada probate. | 0.30 | $105.00 |
| 04/28/2015 | ER | ANCILLARY ADMIN: Telephonic communications with Nevada probate counsel; email communications with client re: Nevada probate counsel.. | 0.20 | $70.00 |
| 04/29/2015 | ER | ANCILLARY ADMIN: Email communications with Nevada probate counsel and client re: Nevada probate | 0.20 | $70.00 |
| 05/01/2015 | ER | ANCILLARY ADMIN: Email communications with client re: ancillary probate in Nevada. | 0.20 | $70.00 |
| 05/07/2015 | ER | ANCILLARY ADMIN: Email communications with client re: ancillary probate in Nevada. | 0.20 | $70.00 |
| 07/13/2015 | ER | ANCILLARY ADMIN: Email communications with client re: ancillary probate in Nevada. | 0.10 | $35.00 |
| 07/16/2015 | ER | ANCILLARY ADMIN: Email communications with client re: ancillary probate in Nevada; letter to Nevada Probate counsel. | 0.20 | $70.00 |
| 07/22/2015 | ER | ANCILLARY ADMIN: Email communications with Nevada probate counsel. | 0.20 | $70.00 |
| 07/23/2015 | ER | ANCILLARY ADMIN: Email communications with Nevada probate counsel. | 0.20 | $70.00 |
| 07/29/2015 | ER | ANCILLARY ADMIN: Email communications with Nevada probate counsel; office conference with clients. | 0.30 | $105.00 |
| 07/30/2015 | ER | ANCILLARY ADMIN: Email communications with Nevada probate counsel and client re: Nevada probate. | 0.30 | $105.00 |
| 08/01/2015 | ER | ANCILLARY ADMIN: Email communications with client re: Nevada probate. | 0.10 | $35.00 |
| 08/03/2015 | ER | ANCILLARY ADMIN: Email communications with Nevada probate counsel. | 0.10 | $35.00 |
| 08/06/2015 | ER | ANCILLARY ADMIN: Email and letter communications with clients and Nevada probate counsel re: Draft Petition for Nevada Probate; review draft Petition for Nevada probate. | 0.80 | $280.00 |
| 08/12/2015 | ER | ANCILLARY ADMIN: Email communication with Nevada probate counsel and client re: Nevada probate. | 0.20 | $70.00 |
| 08/13/2015 | ER | ANCILLARY ADMIN: Email communication with Nevada probate counsel. | 0.10 | $35.00 |
| 09/10/2015 | ER | ANCILLARY ADMIN: Email communication with Nevada probate counsel. | 0.10 | $35.00 |
| 09/11/2015 | ER | ANCILLARY ADMIN: Email communications with client and Nevada probate counsel. | 0.30 | $105.00 |
| 09/18/2015 | ER | | 0.20 | $70.00 |

| | | | | |
|---|---|---|---|---|
| | | ANCILLARY ADMIN: Email communication with Nevada probate counsel and client. | | |
| 09/23/2015 | ER | ANCILLARY ADMIN: Email communication with Nevada probate counsel and client re: Nevada probate. | 0.20 | $70.00 |
| 09/25/2015 | ER | ANCILLARY ADMIN: Email communication with Nevada probate counsel and client re: Nevada probate. | 0.20 | $70.00 |
| 10/05/2015 | ER | ANCILLARY ADMIN: Telephonic communication with client re: Nevada probate. | 0.20 | $70.00 |
| 10/19/2015 | ER | ANCILLARY ADMIN: Email communication with Nevada probate counsel. | 0.10 | $35.00 |
| 11/12/2015 | ER | ANCILLARY ADMIN: Email communication with client re: Nevada probate. | 0.10 | $35.00 |

*Total Hours:* *5.10 hrs*

*Labor:* *$1,785.00*

**Total Amount: $1,785.00**

*Total Labor:* *$1,785.00*

**Total Invoice Amount: $1,785.00**

**Previous Balance: $0.00**

**Balance (Amount Due): $1,785.00**

# EXHIBIT 2

~~Begins on Next Page~~

**Law Office of Erin R. Parks**

PRE-BILL

Invoice submitted to:
Kurt Pilgeram & Karl Pilgeram
c/o Kurt Pilgeram
1884 Highway 221
Dutton, MT 59433

| | |
|---|---|
| Invoice # | N/A |
| Invoice Date | 05/09/2016 |
| For Services Through | 05/09/2016 |

| Date | By | Service Summary | Hours/Rate | Amount |
|---|---|---|---|---|
| In Reference To: **Income, Gift & Estate Taxation (Labor)** | | | | |
| 04/27/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Telephone and email communications with CPA. | 0.10 | $35.00 |
| 04/28/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Telephone communications with CPA. | 0.10 | $35.00 |
| 04/29/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Telephone and email communications with CPAs and tax counsel. | 1.00 | $350.00 |
| 04/30/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with counsel and CPA. | 0.60 | $210.00 |
| 05/01/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Telephone communications with client, CPA and tax counsel. | 0.50 | $175.00 |
| 05/02/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client. | 0.10 | $35.00 |
| 05/04/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 05/05/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 05/06/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 05/11/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client. | 0.10 | $35.00 |
| 05/15/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 05/18/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Review letter from client. | 0.10 | $35.00 |
| 06/11/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 06/12/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client and Morgan Stanley (MS). | 0.10 | $35.00 |
| 06/29/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Review letter from CPA. | 0.10 | $35.00 |
| 06/30/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 07/01/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 07/02/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.20 | $70.00 |
| 07/13/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.30 | $105.00 |
| 07/14/2015 | ER | | 0.10 | $35.00 |

| | | | | |
|---|---|---|---|---|
| | | INCOME, ESTATE & GIFT TAXATION: Communications with client. | | |
| 07/16/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 07/24/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client. | 0.10 | $35.00 |
| 07/28/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 07/29/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.30 | $105.00 |
| 07/29/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 08/05/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.20 | $70.00 |
| 08/06/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 08/07/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 08/09/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.20 | $70.00 |
| 08/10/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 08/11/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.20 | $70.00 |
| 08/12/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 08/18/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 08/25/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 08/26/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 08/31/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 09/21/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 09/28/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 09/29/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 09/30/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.30 | $105.00 |
| 10/02/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 10/05/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 10/06/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with Nevada real estate appraiser. | 0.20 | $70.00 |
| 10/07/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.30 | $105.00 |
| 10/13/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 10/14/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.10 | $35.00 |
| 10/15/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Letter to client; draft Authorization Form; communications with CPA. | 0.30 | $105.00 |

| | | | | |
|---|---|---|---|---|
| 10/19/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 10/21/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and client. | 0.10 | $35.00 |
| 10/22/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA, client and CA real estate appraiser. | 0.40 | $140.00 |
| 10/26/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA. | 0.20 | $70.00 |
| 10/27/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client and real estate appraiser. | 0.30 | $105.00 |
| 11/10/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client and MS. | 0.20 | $70.00 |
| 11/19/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with client and CPA. | 0.10 | $35.00 |
| 12/17/2015 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA and D. Tappeiner. | 0.40 | $140.00 |
| 01/25/2016 | ER | INCOME, ESTATE & GIFT TAXATION: Communications with CPA, Morgan Stanley and client. | 0.20 | $70.00 |
| 02/24/2016 | ER | Communication with client and CPA. | 0.10 | $35.00 |

*Total Hours: 10.70 hrs*

*Labor: $3,745.00*

**Total Amount: $3,745.00**

*Total Labor: $3,745.00*

**Total Invoice Amount: $3,745.00**

**Previous Balance: $0.00**

**Balance (Amount Due): $3,745.00**

# EXHIBIT 3

**~~Begins on Next Page~~**

**Law Office of Erin R. Parks**

Invoice submitted to:
Kurt Pilgeram & Karl Pilgeram
c/o Kurt Pilgeram
1884 Highway 221
Dutton, MT 59433

| | |
|---|---|
| Invoice # | N/A |
| Invoice Date | 05/09/2016 |
| For Services Through | 05/09/2016 |

In Reference To: **JACKSON NATIONAL LIFE INSURANCE BENEFITS / ALCOR LITIGATION: (Labor)**

| Date | By | Service Summary | Hours/Rate | Amount |
|---|---|---|---|---|
| 04/27/2015 | ER | JNL / ALCOR: Communications with Alcor, JNL and client; review documents from Alcor. | 0.40 | $140.00 |
| 04/29/2015 | ER | JNL / ALCOR: Communications with David Tappeiner (DT). | 0.10 | $35.00 |
| 05/01/2015 | ER | JNL / ALCOR: Communications with Alcor, client and DT. | 0.50 | $175.00 |
| 05/05/2015 | ER | JNL / ALCOR: Communications with JNL and client. | 0.40 | $140.00 |
| 05/13/2015 | ER | JNL / ALCOR: Communications client re: JNL Claim. | 0.10 | $35.00 |
| 05/18/2015 | ER | JNL / ALCOR: Communications with client. | 1.00 | $350.00 |
| 05/19/2015 | ER | JNL / ALCOR: Prepare letter and claim package to JNL; document review; communications with clients and Alcor. | 0.80 | $280.00 |
| 05/20/2015 | ER | JNL / ALCOR: Communications with Alcor and client. | 0.20 | $70.00 |
| 05/21/2015 | ER | JNL / ALCOR: Communications with Alcor. | 0.60 | $210.00 |
| 05/29/2015 | ER | JNL / ALCOR: Communications with Alcor and client. | 0.10 | $35.00 |
| 06/01/2015 | ER | JNL / ALCOR: Communications with Alcor and client. | 0.20 | $70.00 |
| 06/05/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 06/11/2015 | ER | JNL / ALCOR: Communications with JNL counsel and client. | 1.00 | $350.00 |
| 06/12/2015 | ER | JNL / ALCOR: Communications with JNL counsel and client. | 0.30 | $105.00 |
| 06/17/2015 | ER | JNL / ALCOR: Communications with JNL. | 0.10 | $35.00 |
| 06/19/2015 | ER | JNL / ALCOR: Communications with JNL. | 0.10 | $35.00 |
| 07/03/2015 | ER | JNL / ALCOR: Communications with JNL counsel. | 0.10 | $35.00 |
| 07/06/2015 | ER | JNL / ALCOR: Communications with JNL counsel and client. | 0.30 | $105.00 |
| 07/07/2015 | ER | JNL / ALCOR: Communications with JNL, JNL counsel and client. | 0.40 | $140.00 |
| 07/08/2015 | ER | JNL / ALCOR: Communications with JNL and client. | 0.20 | $70.00 |
| 07/13/2015 | ER | JNL / ALCOR: Communications with client and Alcor; review federal court Complaint in Interpleader and other pleadings served. | 0.50 | $175.00 |
| 07/14/2015 | ER | JNL / ALCOR: Communications with Alcor and client. | 0.20 | $70.00 |
| 07/15/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 07/16/2015 | ER | JNL / ALCOR: Communications with prospective federal court co-counsel. | 0.20 | $70.00 |
| 07/17/2015 | ER | JNL / ALCOR: Communications with Alcor. | 0.10 | $35.00 |
| 07/29/2015 | ER | JNL / ALCOR: Office conference with clients; communications with clients, Alcor, Alcor and JNL counsel; letter to JNL; review and execute Notice of Acknowledgement of Receipt. | 2.01 | $703.50 |
| 07/30/2015 | ER | JNL / ALCOR: Communications with Alcor counsel; review and revise Stip and Order to Extend Time. | 0.50 | $175.00 |
| 07/31/2015 | ER | JNL / ALCOR: Communications with Alcor counsel and client; review revised Stip and Order to Extend Time. | 0.50 | $175.00 |

| | | | | |
|---|---|---|---|---|
| 08/03/2015 | ER | JNL / ALCOR: Communications with Alcor and JNL counsel; review Alcor's Answer. | 0.60 | $210.00 |
| 08/05/2015 | ER | JNL / ALCOR: Communications with Alcor and JNL counsel. | 0.40 | $140.00 |
| 08/06/2015 | ER | JNL / ALCOR: Communications with Alcor and JNL counsel; review Stip and Order to continue Scheduling Conference. | 0.40 | $140.00 |
| 08/08/2015 | ER | JNL / ALCOR: Communications with Alcor counsel; review newly filed pleadings; review and revise draft Stipulated Protective Order. | 3.00 | $1,050.00 |
| 08/12/2015 | ER | JNL / ALCOR: Communications with client and Alcor counsel; review filed Stipulated Protective Order. | 0.20 | $70.00 |
| 08/14/2015 | ER | JNL / ALCOR: Communications with client, JNL and Alcor counsel; review and revise Amended Stipulated Protective Order after prior was kicked back by court. | 0.90 | $315.00 |
| 08/24/2015 | ER | JNL / ALCOR: Communications with client JNL and Alcor counsel; review Stip to Discharge Stakeholder. | 0.30 | $105.00 |
| 08/25/2015 | ER | JNL / ALCOR: Communications with prospective federal court co-counsel, client, JNL and Alcor counsel, Joe Glockether (mortician). | 1.80 | $630.00 |
| 08/26/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner, JNL and Alcor counsel, and prospective escrow agents. | 0.50 | $175.00 |
| 08/27/2015 | ER | JNL / ALCOR: Communications with Granite Escrow, Alcor and JNL counsel, clients and D. Tappeiner. | 0.80 | $280.00 |
| 08/28/2015 | ER | JNL / ALCOR: Communications with JNL and Alcor counsel, Granite Escrow, and clients; letter to clients. | 1.30 | $455.00 |
| 08/30/2015 | ER | JNL / ALCOR: Communications with clients. | 0.10 | $35.00 |
| 08/31/2015 | ER | JNL / ALCOR: Communications with client and Alcor's counsel. | 0.30 | $105.00 |
| 09/01/2015 | ER | JNL / ALCOR: Communications with Granite Escrow, J. Klockgether, and D. Tappeiner; forwarded pleadings to co-counsel DT. | 1.40 | $490.00 |
| 09/02/2015 | ER | JNL / ALCOR: Communications with J. Klockgether and client. | 0.20 | $70.00 |
| 09/03/2015 | ER | JNL / ALCOR: Communications with client and Alcor's counsel. | 0.40 | $140.00 |
| 09/04/2015 | ER | JNL / ALCOR: Communications with DT. | 0.10 | $35.00 |
| 09/08/2015 | ER | JNL / ALCOR: Letter to client; communications with DT; review law to negotiate co-counsel fee agreement. | 0.70 | $245.00 |
| 09/09/2015 | ER | JNL / ALCOR: Letter to client; communications with DT; review law to negotiate co-counsel fee agreement. | 0.70 | $245.00 |
| 09/10/2015 | ER | JNL / ALCOR: Communications with DT, JNL counsel and Alcor counsel; review draft Answer. | 1.70 | $595.00 |
| 09/11/2015 | ER | JNL / ALCOR: Communications with client and DT. | 0.80 | $280.00 |
| 09/12/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 09/14/2015 | ER | JNL / ALCOR: Communications with client, JNL and Alcor counsel, and Granite Escrow. | 0.70 | $245.00 |
| 09/16/2015 | ER | JNL / ALCOR: Communications with client; review communications between JNL counsel and Granite Escrow. | 0.20 | $70.00 |
| 09/17/2015 | ER | JNL / ALCOR: Communications with DT, JNL and Alcor's counsel; review revised Stipulation to Discharge Stakeholder. | 0.30 | $105.00 |
| 09/18/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner and JNL Counsel re: Stipulation. | 0.10 | $35.00 |
| 09/21/2015 | ER | JNL / ALCOR: Communications with JNL counsel and letter to same; communications with DT. | 420.00 | $147,000.00 |
| 09/22/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner, client, Klockgether, and JNL Counsel. | 0.60 | $210.00 |
| 09/23/2015 | ER | JNL / ALCOR: Communications with JNL and Alcor Counsel. | 0.20 | $70.00 |
| 09/28/2015 | ER | JNL / ALCOR: Communications with DT. | 0.10 | $35.00 |
| 09/30/2015 | ER | JNL / ALCOR: Communications with client. | 0.30 | $105.00 |
| 10/05/2015 | ER | JNL / ALCOR: Communications with client, and DT, JNL and Alcor's counsel and Granite Escrow. | 0.60 | $210.00 |

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| 10/06/2015 | ER | JNL / ALCOR: Communications with client, DT, Alcor counsel, and Granite Escrow; letter to client. | 0.70 | $245.00 |
| 10/07/2015 | ER | JNL / ALCOR: Communications with client, DT, Granite Escrow, JNL and Alcor's counsel; review and revise Escrow Agreement and Instructions. | 0.20 | $70.00 |
| 10/08/2015 | ER | JNL / ALCOR: Communications with DT, client, JNL's counsel and Granite Escrow. | 0.40 | $140.00 |
| 10/09/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner, client, Granite Escrow and Alcor counsel; review and revise Escrow Instructions. | 0.80 | $280.00 |
| 10/10/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 10/12/2015 | ER | JNL / ALCOR: Communications with clients, DT, JNL and Alcor's counsel and Granite Escrow. | 1.20 | $420.00 |
| 10/15/2015 | ER | JNL / ALCOR: Communications with DT, JNL's counsel and client; review and revise draft discovery demands. | 0.40 | $140.00 |
| 10/16/2015 | ER | JNL / ALCOR: Communications with JNL's counsel. | 0.10 | $35.00 |
| 10/19/2015 | ER | JNL / ALCOR: Communications with DT; review communications from Alcor's counsel. | 0.10 | $35.00 |
| 10/20/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner, clients and Granite Escrow. | 0.30 | $105.00 |
| 10/21/2015 | ER | JNL / ALCOR: Communications with client, DT and Granite Escrow; review communications with Alcor; review and revise Rule 26(f) Report. | 0.40 | $140.00 |
| 10/22/2015 | ER | JNL / ALCOR: Communications with DT, Granite Escrow and JNL counsel. | 0.30 | $105.00 |
| 10/26/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner, and counsel for Alcor and JNL; legal research re: federal jurisdication; review motion to dismiss and other pleadings and settlement communications from Alcor. | 2.30 | $805.00 |
| 10/27/2015 | ER | JNL / ALCOR: Communications with client and DT. | 0.40 | $140.00 |
| 10/28/2015 | ER | JNL / ALCOR: Communications with client and DT; review communications to and from Alcor's counsel. | 0.30 | $105.00 |
| 10/29/2015 | ER | JNL / ALCOR: Communications with client and DT. | 0.20 | $70.00 |
| 10/30/2015 | ER | JNL / ALCOR: Communications with DT and client; review communications and documents produced from Alcor. | 1.00 | $350.00 |
| 11/02/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner. | 0.10 | $35.00 |
| 11/03/2015 | ER | JNL / ALCOR: Review letter and documents disclosed by Alcor; communications with D. Tappeiner. | 0.80 | $280.00 |
| 11/05/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner; review and revise Stipulation to dismiss. | 0.20 | $70.00 |
| 11/10/2015 | ER | JNL / ALCOR: Communications with Granite Escrow, client and DT. | 0.30 | $105.00 |
| 11/11/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner and client; review and revise Opposition to Motion to Dismiss. | 0.40 | $140.00 |
| 11/12/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner and client; review and comment on communications with Alcor. | 0.50 | $175.00 |
| 11/14/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 11/15/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 11/16/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 11/18/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner. | 0.10 | $35.00 |
| 11/24/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner and client. | 0.10 | $35.00 |
| 11/30/2015 | ER | JNL / ALCOR: Communications with D. Tappeiner and client. | 0.50 | $175.00 |
| 12/01/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 12/27/2015 | ER | JNL / ALCOR: Communications with client. | 0.10 | $35.00 |
| 01/18/2016 | ER | Communication with client. | 0.10 | $35.00 |
| 01/25/2016 | ER | Communication with client. | 0.60 | $210.00 |

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| 02/02/2016 ER | Communication with client. | 0.10 | $35.00 |

In Reference To: **JACKSON NATIONAL LIFE INSURANCE BENEFITS / ALCOR LITIGATION: (Expenses)**

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|---|---|---|---|
| 05/19/2015 ER | Postage | $7.15 | $7.15 |

*Total Hours:* *464.41 hrs*
*Labor:* *$162,543.50*
*Expenses:* *$7.15*
**Total Amount: $162,550.65**

*Total Labor:* *$162,543.50*
*Total Expenses:* *$7.15*
**Total Invoice Amount: $162,550.65**
**Previous Balance: $0.00**
**Balance (Amount Due): $162,550.65**