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8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 In the matter of  
12  
13 THE LEONARD COHEN FAMILY  
TRUST UNDER AGREEMENT  
14 DATED OCTOBER 2, 1998, as  
restated and amended.

Case No. 22STPB09349  
**ROBERT KORY, TRUSTEE OF THE  
LEONARD COHEN FAMILY TRUST'S  
PRELIMINARY OPPOSITION TO EX  
PARTE PETITION FOR ORDERS UNDER  
PROBATE CODE SECTION 17200**

**[Filed Concurrently With Declaration Of  
Robert Kory]**

Date: September 22, 2022  
Time: 8:30 a.m.  
Room: 260

Action Filed: September 20, 2022  
Trial Date: None Set

1 **PRELIMINARY OPPOSITION**

2 **I. INTRODUCTION**

3 Robert Kory, as Trustee of the Leonard Cohen Family Trust (“Kory”), vigorously opposes  
4 the *Ex Parte* Petition for Orders pursuant to Probate Code section 17200 filed by Petitioners Adam  
5 Cohen, Lorca Cohen, Jonathan Brodsky, and Meaghan Gragg (collectively “Petitioners”). Not  
6 only is there absolutely no exigency whatsoever that could warrant hearing the Petition on an *ex*  
7 *parte* basis, but the Petition is comprised entirely of manufactured grievances and issues of which  
8 Petitioners have had knowledge for *years*. Ultimately, given the drastic nature of the relief sought,  
9 the voluminous papers filed by Petitioners, and the long history leading to this day, it is clear that  
10 Kory must be allowed sufficient time to prepare and file a fulsome objection after conducting  
11 discovery and that no relief should be granted on an *ex parte* basis.

12 In fact, although they attempt to bury it, Petitioners admit in the Petition that they sat on  
13 their hands for over five years before suddenly filing this Petition on an emergency basis.  
14 Specifically, the Petition acknowledges that (1) Petitioners were given copies of *all* of the trust  
15 documents – including all of the documents they now question – in June of 2017 (Pet., ¶¶ 19-21),  
16 (2) they were represented by preeminent probate and trust attorney Andrew Katzenstein beginning  
17 in 2017, who reviewed the trust documents and was also well aware of the scrivener’s error (Pet.,  
18 ¶¶ 22, 24), and (3) they chose not to pursue any claims related to the known errors in the trust  
19 documents for over five years (*see*, Pet., ¶ 28), instead acknowledging Kory as the proper  
20 Successor Trustee of the Leonard Cohen Family Trust (“LCFT”) – which he is – allowing him to  
21 enter into lucrative business deals on behalf of the LCFT and themselves entering into the  
22 Settlement Term Sheet with Kory on February 3, 2022 (Pet., ¶ 38).

23 Petitioners also conveniently omit numerous relevant facts from the Petition, such as the  
24 facts that (1) Kory has provided them with detailed financial statements for every Cohen entity  
25 every month since early 2017, (2) Kory already agreed in February of 2022 to transition all  
26 accounting and bookkeeping functions for all Cohen entities to new professionals of Petitioners’  
27 choice by no later than October 15, 2022, yet Petitioners have so far failed to take any action to  
28 make this transition happen, including ignoring Kory’s requests to set up a meeting with the new

1 accountant, (3) Kory also agreed in February of 2022 that he would focus on pursuing the Archive  
2 transaction and would not enter into any new agreements on behalf of the LCFT going forward,  
3 which he has not, and (4) Kory provided Petitioners with a budget (and numerous other documents  
4 including a business plan and detailed inventory) related to the Archive transaction in January of  
5 2022, and all parties have always understood that the Archive transaction would cost money for  
6 the LCFT to pursue. (Declaration of Robert Kory (“Kory Decl.”), ¶¶ 3-19.)

7           Indeed, it is clear that Petitioners have filed their purported *Ex Parte* Petition as a tactic to  
8 defame Kory, gain leverage, and earn a faster return in relation to the ongoing civil action they  
9 themselves commenced against Kory and others in March of 2022, LASC Case Number  
10 22STCV09638. The present allegations are closely related to the pending civil claims which  
11 include, for example, a claim for breach of fiduciary duty by Adam Cohen (“Adam”) and Lorca  
12 Cohen (“Lorca”) against Kory (which Kory denies). The timing is also interesting given that,  
13 although Petitioners claim that Kory has failed to respond to their demands, in the week before the  
14 *Ex Parte* Petition was noticed and filed, the parties had exchanged productive communications and  
15 counsel agreed to meet in person to discuss a global resolution to all of the parties’ disputes,  
16 including those raised in the *Ex Parte* Petition – a meeting which did take place on September 21,  
17 2022 despite Petitioners’ hostile escalation by filing the unfounded Petition.

18           For the reasons described herein, Kory respectfully requests that the Court deny all relief  
19 requested by Petitioners on an *ex parte* basis and set the Petition for a regularly noticed hearing,  
20 thereby allowing sufficient time for Kory to conduct necessary discovery and fully object to each  
21 of the unfounded accusations raised against him.

22 **II. PETITIONERS WERE ADVISED OF THE SCRIVENER’S ERROR IN THE**  
23 **TRUST DOCUMENTS IN 2017, CONSULTED THEIR OWN LEGAL COUNSEL**  
24 **ON THE ISSUE, AND INTENTIONALLY CHOSE NOT TO PURSUE IT**

25           Importantly, Petitioners’ unqualified claim that there exists no trust document providing  
26 Kory with authority to act as Trustee of the LCFT is flatly false. The documents attached to the  
27 Petition itself demonstrate that Kory was properly named as the successor trustee in the Second  
28 Amendment to the Restatement of the LCFT, which Petitioners do not challenge. (Pet., Ex. 3.)

1 That Second Amendment modified what was written in the 2005 Restatement of the LCFT, which  
2 named Adam, Lorca, and Anjani Thomas as co-successor trustees. (Pet., Ex. 1, § 3.2.) The issue  
3 arises, according to Petitioners, because the Third Amendment to the Restatement of the LCFT  
4 states that it revokes the entirety of the Second Amendment, and then makes no other mention of  
5 section 3.2 or the successor trustees – which Petitioners claim means that it must revert back to  
6 what is written in the 2005 Restatement. (Pet., Ex. 5.)

7           However, Petitioners also acknowledge that they were aware, at least as early as June of  
8 2017, that the drafting attorney made a scrivener’s error in the Third Amendment – namely that  
9 Leonard Cohen (“Leonard”) never intended to revoke his modifications to section 3.2 made by the  
10 Second Amendment. (Pet., ¶ 24.) In fact, the Petition expressly explains that Lorca herself was  
11 aware in June of 2015 that she had a claim, along with Adam and Ms. Thomas, as the “duly  
12 appointed Trustees.” (Pet., ¶ 22.) And not only were Petitioners themselves aware, but their  
13 probate and estate attorney, Mr. Katzenstein, was aware of the error as well, and all parties  
14 intentionally chose not to pursue any remedy in the Probate Court. (Pet., ¶ 24; Kory Decl., ¶¶ 5-6.)  
15 While Petitioners claim to have “new” information today in the form of a second version of the  
16 2005 Restatement appointing Kory as successor trustee outright, this is also nothing new at all.  
17 Instead, Petitioners admit that Lorca received a copy of this alternate version in June of 2017 –  
18 before her counsel, Mr. Katzenstein, met with the attorney who drafted the LCFT trust documents  
19 – and, again, chose not to act on it. (Pet., ¶ 21.)

20           For five years following the disclosure of the scrivener’s error raising the possibility that  
21 Adam, Lorca, and Ms. Thomas are the proper trustees of the LCFT, Adam and Lorca accepted  
22 Kory as the proper Successor Trustee and engaged with him in that capacity. And they were not  
23 bystanders. Adam and Lorca consistently interacted with Kory and, in or around 2021, accused  
24 him of mismanagement and breaches of his fiduciary duties. (Kory Decl., ¶ 15.) Those  
25 accusations, which Kory expressly denied, led the parties to attend a mediation and ultimately  
26 execute a Settlement Term Sheet (the “Term Sheet”) in February of 2022. (Kory Decl., ¶¶ 15-16,  
27 Ex. A.) At no time in the discussions related to Adam and Lorca’s claims did they ever challenge  
28 the trust documents themselves, even though Mr. Katzenstein continued to represent them

1 throughout the dispute. (Kory Decl., ¶¶ 15-16.) When the parties agreed to settle their dispute,  
2 they agreed – with Mr. Katzenstein’s participation and approval – to a mutual general release and  
3 a waiver of unknown claims. (Kory Decl., ¶ 16, Ex. A at §§ 11-12.)

4           Nevertheless, neither Adam or Lorca complied with the terms of the Term Sheet from the  
5 start. For example, although the Term Sheet set a deadline of March 31, 2021 for Adam and Lorca  
6 to choose successor trustees for the ADCO and LORCO Trusts, whom Kory agreed to appoint as  
7 co-trustees before resigning himself, leaving only Adam and Lorca’s designated successor in place  
8 (Kory Decl., Ex. A at § 3), neither Adam or Lorca complied with this provision. Instead, the day  
9 before the transition was to take place, they requested that the entire agreed-upon procedure be  
10 modified and delayed the transition from happening for months. They also failed to make any  
11 good faith effort to negotiate a long-form agreement within 60 days, as also required by the Term  
12 Sheet. (Kory Decl., Ex. A at § 1.)

13           Then, even though they themselves had breached the Term Sheet in numerous ways, Adam  
14 and Lorca had the audacity to commence a civil action against Kory on March 18, 2022, just six  
15 weeks after signing the Term Sheet, and accuse Kory of breaching the parties’ agreement. What  
16 they failed to mention in their lawsuit was that the majority of their grievances, if not all of them,  
17 could have (and should have) been resolved in the process of negotiating a long-form agreement.  
18 Of course, the truth is that neither Adam or Lorca ever intended to negotiate in good faith.  
19 Moreover, they each became enormously wealthy following execution of the Term Sheet given  
20 that, in the weeks that followed, they authorized Kory to negotiate and sign – on behalf of the  
21 LCFT – a sale of Leonard’s music publishing catalog for \$58 million. (Kory Decl., ¶ 19, Ex. A at  
22 Recital F.) Yet before the ink was dry on the closing documents, Adam and Lorca turned around  
23 and filed their baseless lawsuit against Kory.

24           In other words, Petitioners have a history of acting brashly in an effort to gain maximum  
25 leverage, and the current *Ex Parte* Petition is no different.

### 26 **III. THERE IS NO EMERGENCY**

27           In seeking *ex parte* relief, Petitioners must make an affirmative factual showing of  
28 “irreparable harm, immediate danger, or any other statutory basis for granting relief *ex parte*.” Cal.

1 R. Ct. (“CRC”) 3.1202(c); *see also* LASC Local Rule 4.12(c) (CRC 3.1200 *et seq.* must be  
2 followed). Petitioners have failed to make this showing, and instead the facts demonstrate that  
3 there is absolutely no emergency. The reality is that their manufactured “emergency” is a strategy  
4 to put pressure on Kory, as they have been attempting to find a claim against him that would stick  
5 for years and have been unsuccessful.

6 First, Petitioners complain about “unreasonable and excessive” accounting fees charged by  
7 Kory’s entity, Core Management Company, and other expenditures supposedly made without  
8 Petitioners’ approval. What they fail to mention is that Term Sheet entered into in February of  
9 2022 clearly provides that Core will cease performing all bookkeeping and accounting functions  
10 for the LCFT and all Cohen entities by no later than October 15, 2022, to be replaced by  
11 professionals of Adam and Lorca’s choice. (Kory Decl., ¶ 17, Ex. A at § 4.) Although Kory has  
12 asked to meet with the new professionals to begin the transition, Adam and Lorca have failed to  
13 take any action to actually make the transition happen. (Kory Decl., ¶ 17.) If these supposed  
14 accounting “irregularities” pose an emergency to the LCFT, then why have Adam and Lorca  
15 delayed in transitioning all bookkeeping and accounting functions to new professionals? Kory  
16 himself has been prepared to make the transition since February, while Adam and Lorca are the  
17 ones who have delayed without explanation. Petitioners also fail to mention that they have been  
18 receiving monthly financial statements for the LCFT and other Cohen entities since 2017. (Kory  
19 Decl., ¶¶ 3-4.) Moreover, no accounting issue could plausibly pose the type of emergency  
20 warranting *ex parte* relief, as Petitioners will always maintain the option of seeking relief in the  
21 form of monetary damages – if they have suffered any harm at all.

22 Second, Petitioners argue that Kory must be stopped from holding himself out as the  
23 Trustee of the LCFT. This, too, is a manufactured emergency, as Petitioners have known all of the  
24 facts giving rise to this claim for at least five years, and deliberately declined to pursue it for  
25 reasons that benefitted the LCFT and Petitioners themselves. (Kory Decl., ¶¶ 5-6.) Specifically, as  
26 described above, Petitioners retained a prominent probate and estate attorney, Mr. Katzenstein, to  
27 review Leonard’s estate planning in 2017 and, upon learning of potential errors in the documents  
28

1 related to Kory’s appointment, chose not to pursue any claims or other relief from the Probate  
2 Court out of fear of the impact this would have on other outstanding legal disputes. *Supra*, § II.

3         In the five years since Petitioners learned the facts behind their current Petition, they  
4 engaged with Kory as the proper Trustee and were kept apprised of all of the “urgent” trust  
5 business which they now complain must be stopped. Kory has in fact provided an exceptional  
6 level of detailed disclosure of all business he has pursued on behalf of the LCFT, and has even  
7 attempted to gain Adam and Lorca’s involvement. (*E.g.*, Kory Decl., ¶¶ 7-14.) For example,  
8 although Petitioners now complain that the AGO Exhibition is going forward in a manner contrary  
9 to their wishes, they neglect to mention that Adam declined to participate in a call with the AGO’s  
10 Deputy Director, arranged by Kory in March of 2022, to discuss Adam’s comments on every  
11 element of the exhibition. (Kory Decl., ¶ 13.) Ultimately, Adam was not interested in participating  
12 constructively. At the end of the day, all of this makes clear that Petitioners have no reason to rush  
13 into Court on this day and claim that they require relief immediately, given that this day is no  
14 different than any other day in the preceding five years.

15 **IV. THE “FACTS” PRESENTED IN THE PETITION ARE HIGHLY MISLEADING**

16         Finally, it is important to note that the “facts” presented in the *Ex Parte* Petition are highly  
17 misleading and, in many cases, simply untrue. The truth is that Kory was first introduced to  
18 Leonard Cohen at a time when Leonard had stopped touring and largely retired from the music  
19 business. Upon his discovery that his then-manager had dissipated his entire liquid net worth,  
20 Leonard was essentially broke and facing millions of dollars in potential tax liability. After a  
21 review of Leonard’s business and legal affairs, Kory was able to utilize his unique combination of  
22 finance, tax, accounting, music publishing, and record royalty knowledge to bring Leonard’s  
23 problems to an efficient solution. Kory also implemented basic bookkeeping and financial  
24 reporting systems so that Leonard knew, understood, and could take responsibility for his financial  
25 condition. In early 2008, after an extended discussion and repeated requests by Leonard, Kory  
26 agreed to act as Leonard’s personal manager. Kory only agreed on the condition that a meticulous  
27 system of financial controls was imposed to allow precise tracking of all of Leonard’s money.

28

1 This detailed accounting system is still in place today and includes, for example, retention of an  
2 outside accounting firm to review financial statements and prepare and file all tax returns.

3 Kory served as Leonard's manager from 2008 until Leonard's death in 2016, overseeing  
4 what has been heralded as one of the greatest artist "comebacks" of all time. Leonard not only  
5 recovered his prior level of fame in which he could play to sold-out 2,500 seat theaters, but in fact  
6 Kory supported Leonard in a meteoric rise to the point that Leonard Cohen was the #6 arena  
7 touring act of 2012. As Leonard's manager, Kory went on to arrange three successful world tours  
8 which, together with the revenues from Leonard's resulting album releases, generated significant  
9 wealth for Leonard and for his children as ultimate beneficiaries. During this time, Leonard gained  
10 worldwide recognition as a unique artistic icon.

11 Moreover, prior to hiring Kory, Leonard had done very little estate planning and what he  
12 had done would have effectively disinherited his children. The tax planning he had done was  
13 focused on saving income taxes to fund his own livelihood, and not on passing wealth down to his  
14 heirs. Thus, aside from supporting Leonard's career success, Kory took a two-pronged approach to  
15 the business management of Leonard's affairs, first by updating and funding Leonard's revocable  
16 living trust (the LCFT), and second by exploring opportunities of *inter vivos* passing of wealth to  
17 Leonard's children for the purpose of minimizing estate taxes and building wealth outside of the  
18 LCFT.

19 It was Leonard himself who insisted that Kory be made the successor trustee of the LCFT  
20 because Leonard did not believe his children were capable of working together to manage his  
21 estate, and more importantly because Leonard did not believe that either Adam or Lorca had the  
22 sophistication or professional know-how to undertake the range of responsibilities necessary to  
23 manage his estate and his legacy in the manner he desired. In contrast, Leonard understood and  
24 appreciated Kory's significant tax and finance expertise and the value this had added to his estate.

25 On July 1, 2016, at Leonard's own request and not due to any request by Kory himself,  
26 Leonard (through his entities, Old Ideas, LLC, Unified Heart Productions, LLC, and Unified Heart  
27 Touring, LLC) entered into a written Management Agreement with RK Management, the  
28 management company owned by Kory. Although the agreement largely documented a relationship



1 that had already existed for nearly a decade, Leonard knew that his children desired to take over  
2 the management of his career and his legacy, and he wanted to have a written document in place to  
3 ensure that Kory would be the one to continue to manage his legacy after he passed. Indeed, for  
4 the last nine months of his life, Leonard refused to see his children and was steadfast in his desire  
5 to prevent them from exercising any control over his estate and legacy. Leonard would be  
6 shattered by the actions of Petitioners today.


7 **V. CONCLUSION**

8 The papers filed in support of the *Ex Parte* Petition are over 500 pages long, therefore  
9 Kory is unable to fully respond to each item with just one day’s notice. Kory reserves all rights to  
10 further respond to the Petition and to raise any and all applicable objections after an opportunity to  
11 conduct discovery. Nevertheless, for the reasons described herein, it is clear on its face that the *Ex*  
12 *Parte* Petition fails to present any emergency and that the request for *ex parte* relief should be  
13 denied in full.

14 DATED: September 21, 2022

ERVIN COHEN & JESSUP LLP

Randall S. Leff  
Amy S. Russell

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17 By:   
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20 Attorneys for Robert Kory, as Trustee of the  
21 Leonard Cohen Family Trust  
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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 9401 Wilshire Boulevard, Ninth Floor, Beverly Hills, CA 90212-2974.

On September 21, 2022, I served true copies of the following document(s) described as **ROBERT KORY, TRUSTEE OF THE LEONARD COHEN FAMILY TRUST’S PRELIMINARY OPPOSITION TO EX PARTE PETITION FOR ORDERS UNDER PROBATE CODE SECTION 17200** on the interested parties in this action as follows:

**SEE ATTACHED SERVICE LIST**

**BY ELECTRONIC SERVICE:** I electronically filed the document(s) with the Clerk of the Court by using the Express Network system. Participants in the case who are registered Express Network users will be served by the Express Network system. Participants in the case who are not registered Express Network users will be served by email or by other means permitted by the court rules.

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

Executed on September 21, 2022, at Beverly Hills, California.

*Amy Russell*  
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Amy Russell

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