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Court-Appointed Referee

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

THE LEONARD COHEN FAMILY
TRUST
under agreement dated October 2, 1988,
as restated and amended

CASE NO: 22STPB09349

JAMS REF #: 1220076448

**REPORT AND RECOMMENDATION
SETTLING AND APPROVING
TRUSTEE'S ACCOUNT**

Introduction

Leonard Cohen ("Leonard") was a Canadian-born singer/songwriter, poet, author and artist.¹ Leonard died on November 7, 2016.

After a colorful and storied career,² including living for years secluded in a monastery, Leonard was rendered insolvent due to the alleged financial improprieties of a prior manager.

¹ Throughout the ten days of trial on the settlement of the LCFT account, the parties' first names were used for each of the four principal litigants: Leonard Cohen, Adam Cohen, Lorca Cohen and Robert Kory. The Referee will continue to utilize their first names in this Report and Recommendation not out of disrespect, but for purposes of consistency and clarity.

² "Leonard was a mirror to my work and with no verbal instructions, he showed me how to plumb the depths of my experience." Joni Mitchell (1967).

1 The music lawyer retained to pursue the prior manager, Robert Kory (“Robert”), through
2 Leonard’s insistence, was able to resurrect Leonard’s career, book Leonard into packed arenas
3 across the world, and earn Leonard (and his estate) many tens of millions of dollars in revenues
4 and future royalty streams. Robert earned industry standard fees for each of the multitude of
5 services he rendered as Leonard’s personal manager, business manager and lawyer.

6 As Leonard’s career resurged, critical estate planning was performed, with significant
7 business asset interests passing during Leonard’s later years into two separate irrevocable trusts
8 for Leonard’s children, the ADCO Trust for Leonard’s son, Adam Cohen (“Adam”), and the
9 LORCO Trust for Adam’s daughter, Lorca Cohen (“Lorca”).

10 The remaining balance of Leonard’s estate at the time of his death was to be distributed
11 through the Leonard Cohen Family Trust (“the LCFT”), under which Adam and Lorca are the
12 sole residual beneficiaries. The LCFT assets consisted principally of *non-majority interests*
13 across Leonard’s music publishing company and Leonard’s touring company, plus 100% of a
14 large collection of valuable “archival” personal property items, including personal notebooks,
15 music sheets, art, poetry, and a multitude of other tangible personalty items of popular and
16 cultural value.

17 This case concerns the LCFT.³

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24 ³ At the time of Leonard's passing, the LCFT owned 34% of membership interests in Old Ideas, LLC
25 ("Old Ideas"), Leonard's music publishing, performance, film/licensing royalty company; 50% of
26 membership interests in Unified Heart Productions, LLC, the repository for Leonard's producer royalties;
27 and 50% of membership interests in Unified Heart Touring, LLC, Leonard's concert touring entity.
28 The majority of Old Ideas was owned individually by Adam (33%) and individually by Lorca (33%).
Adam and Lorca's individual membership interests in Old Ideas had been purchased with promissory
notes deemed "paid" on the close of the sale by Robert of Leonard’s music publishing catalog.
The remaining half of the United Heart entities was owned by ADCO (25%) and by LORCO (25%).

1 Robert remained the trustee of the LCFT until the date of his suspension by the Superior
2 Court on May 25, 2023.⁴ At the time of his suspension, the evidence establishes and the Referee
3 finds that Robert turned over all of the relevant books and records of the Trust, as well as all of
4 the relevant books and records of Leonard Cohen-related businesses in which the Trust held an
5 interest, to the Trust's successor business management firm, Gelfand Renner & Feldman, and to
6 the court-appointed internal successor trustee, Michael Siebert ("Siebert").⁵

7 The Kelley Lynch litigation

8 Robert is a University of Chicago Law graduate. After some years of working at Gibson
9 Dunn & Crutcher in its tax and corporate entertainment financing division, Robert opened an
10 entertainment finance law practice in Beverly Hills. In 2004, Robert's ex-wife, Ajani Thomas
11 ("Anjani"), advised Robert that Leonard, a close friend of Anjani, needed his assistance.
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13 As relayed by Anjani, Leonard retired from public view and in his absence, Leonard had
14 given a financial power of attorney to his long-time business manager, Kelley Lynch ("Lynch").
15 Lynch allegedly used Leonard's power of attorney to access Leonard's assets. Through Robert's
16 law partner, Michelle Rice, a default judgment was obtained against Lynch in the sum of
17 \$7,341,345 against Lynch, which default judgment included \$2,341,345 in prejudgment interest.
18 [Tr. Ex. 1000.] After the default judgment was entered, there were many years of derivative
19 litigation involving Ms. Lynch's challenges to the judgment, further prompting Ms. Rice's
20 services. (See, e.g.; *Kory v. Lynch*, 2nd Civil No. B267794, Tr. Exs. 78, 109.) At trial on the
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22 ⁴ Trustee suspension and appointment of a neutral interim successor is a useful and inherent power of
23 every probate court in situations where fiduciary breach is alleged and preservation of trust assets is of
concern prior to final settlement of the account. See *Schwartz v. Lebow* (2008) 164 Cal.App.4th 417.

24 ⁵ Robert and his staff created a "Trustee Transition Data Room" in which the digitized books and records
25 of the Leonard-related businesses as far back as 2009, including the LCFT, were electronically transferred
26 and indexed to accommodate the successor trustee's ease of access and forensic review. All physical files
27 and QuickBooks data, including all physical accounting files in storage, were turned over to Siebert's
28 designee, Gelfand Renner & Feldman. No accounting records of any kind were deleted or destroyed.
At the time of the transition, Robert met with Mr. Siebert and his colleague for hours to advise on access
to relevant documents and data, and also to detail the updated LCFT business plan for the enhancement
and monetization of Leonard's valuable archival assets.

1 accounting, the objectors submitted no evidence contesting the reasonableness of attorney fees
2 and costs incurred by the LCFT or any other of Leonard's entities with respect to litigation
3 involving Ms. Lynch.⁶

4 Comprehensive evidence was submitted at trial, and the Referee finds, that Adam and
5 Lorca attended regularly scheduled and agendized meetings with Robert to discuss all material
6 income and expenses across all of Leonard's business assets inclusive of any pending litigation
7 with Kelley Lynch, throughout each of the relevant accounting periods. [Tr. Exs. 87-89.] The
8 Referee further finds that Robert delivered to Adam and Lorca during the course of the relevant
9 accounting periods monthly profit and loss statements, balance sheets and general ledgers
10 expressly identifying and quantifying all expenses across all enterprises in which the LCFT held
11 an interest. [Tr. Exs. 69, 83, 97, 101, 104, 114, 115, 123, 139, 140, 142-145, 157, 161, 163, 165,
12 167, 181, 188, 200, 201, 212, 218, 220, 251, 276.] The general ledgers were reconciled monthly.
13 The Referee finds that throughout the relevant accounting periods, Adam and Lorca were fully
14 informed by Robert as to all material items associated with the LCFT, Old Ideas, the United
15 Heart entities, and ADCO and LORCO.

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27 ⁶ Throughout the course of the judicial reference, the Referee has received and/or been copied on dozens
28 of emails drafted by Ms. Lynch, with further copies to multiple recipients, including in many cases
federal, state and local administrative and law enforcement officials and agencies. The Referee has taken
no action with respect to these *ex parte* emails.

1 Though the Lynch judgment was renewed with significant accrued post-judgment interest
2 [Tr. Ex. 1003], as frequently discussed by Robert with Adam and Lorca, Robert deemed the
3 Lynch judgment uncollectible. Robert therefore did not include the Lynch judgment as a trust
4 asset in the accountings at issue. Objectors presented no evidence that the Lynch judgment is
5 collectible. The Referee recommends approval of all Lynch-related attorney fees and costs and
6 its exclusion from the trust schedule as a nominal asset.⁷

7 **CORE Management**

8 As confirmed by the uncontradicted testimony at trial, it is typical in the entertainment
9 sector for an entertainer to retain a business manager. A business manager generally handles an
10 entertainer's day-to-day accounting, pays her or his bills, manages cash flow, and is involved in
11 tax preparation. As with most professionals serving entertainers, inclusive of those in the music
12 business, a business manager is paid a percentage of the entertainer's gross income, with the
13 industry standard percentage being 5%.

14 As part of his business, Robert maintained a business management company known as
15 CORE Management Company, LLC ("CORE"). In 2005, Leonard asked for CORE to serve as
16 his business manager at the standard industry rate of 5% of Leonard's gross income. Through
17 Robert, CORE hired and dedicated a full-time accountant, Anna Melamed, and an office
18 manager, Lauren Wilhite, to work in the support of Leonard's music enterprise financial
19 management.
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22 ⁷ As testified to by CPA Nocita:

23 "It was deemed by multiple people prior to me running Core Management with CPAs that [the Lynch
24 judgment] was not collectible, and it actually is impermissible according to generally accepted accounting
25 principles and the financial accounting standings board to have a contingent gain on a balance sheet."

26 Since the goal of a probate accounting, however, is to comply with the statute and not necessarily
27 accounting industry guidelines, the preferred practice would have been to schedule or at least footnote the
28 Lynch judgment with a zero fair market value. To compel a verified supplement to the accounting after
full trial on the merits for this single inconsequential purpose, however, where all parties were fully
cognizant of the Lynch judgment and its continued lack of collectability since 2005, would elevate form
over substance in direct contravention of the maxim, *de minimis non curat lex*.

CORE provided business management services to Old Ideas, the Unified Heart entities, ADCO, LORCO and the LCFT. During the relevant accounting periods after Leonard's passing, Adam and Lorca received monthly profit and loss statements, balance sheets and general ledgers from Robert for each of the entities. Adam and Lorca were sent Excel spreadsheets and provided electronic access to the underlying QuickBooks software throughout the accounting periods.

Once Leonard received his cancer diagnosis, Leonard requested that Robert and all Leonard-related businesses, including CORE and Leonard's archival team, move their offices to the mid-Wilshire corridor to be located near Leonard's residence. The Wilshire office rent was paid by Old Ideas until Leonard's archivists arrived, at which time the LCFT absorbed its share of rent allocable to the archival project.

Following Leonard's passing, pursuant to Leonard's specific request, CORE continued to serve as business manager for the entirety of Leonard's combined enterprise, with the exception of Leonard's touring company, which by definition was no longer operating. Principally through Ms. Melamed's services, CORE continued to receive 5% of Leonard's gross income in its capacity as business manager on behalf of Leonard's entities, including the LCFT.

Leonard's Estate Plan

Leonard had originally created a trust in 1998, which trust agreement he reinstated in its entirety on May 12, 2005. Leonard's 2005 trust proposed to distribute his estate 40% each to his two children, Adam and Lorca, and 20% to Leonard's friend and companion, Anjani. The 2005 trust named Adam, Lorca and Ajani as successor co-trustees. [Tr. Ex. 28.]⁸

⁸ Leonard's 2005 trust restatement contains a provision exonerating any "natural person" trustee from liability other than through gross negligence or willful misconduct. According to that provision, in pertinent part:

"3.13 Exoneration of Trustee. A natural person acting as the Trustee shall not at any time be held liable for mistakes of law or fact, or of both law and fact, or errors of judgment, nor for any loss to said trust estate or to any beneficiary hereunder, or to any other person except through gross negligence or willful misconduct on the part of the Trustee."

Robert's exoneration from ordinary negligence in Leonard's trust agreement is moot in this case as the Referee finds no breach of trust by Robert under any standard of liability.

1 In 2008, Leonard's estate planners proactively created irrevocable trusts in favor of
2 Adam and Lorca, naming the trusts "ADCO" and "LORCO." These trusts were designed to
3 directly reduce Leonard's anticipated estate tax burden by effecting *inter vivos* transfers of a
4 substantial portion of Leonard's business assets out of Leonard's contemporaneous ownership
5 and control to benefit his two children.

6 Leonard amended his 2005 trust on March 21, 2010. In the 2010 amendment, Leonard
7 named Robert as his successor trustee. Anjani's testamentary gift was changed to a \$10,000/mo.
8 lifetime annuity contract. Robert was given discretion over prospective distributions to Adam
9 and Lorca. [Tr. Ex. 29.]

10 Leonard amended his 2005 trust for a second time on November 19, 2014. In the 2014
11 amendment, Leonard continued Robert's successor trusteeship and added four cash gift legatees
12 plus two additional monthly annuitants, while reducing on Anjani's annuity to \$5000/mo.
13 Robert was given continued discretion over distributions to Adam and Lorca. [Tr. Ex. 30.]

14 Leonard amended his 2005 trust for third and final time on July 2, 2016. In the 2016
15 amendment, Leonard eliminated one of the cash gift legatees and eliminated Anjani's annuity.
16 While Leonard's estate planner, Reeve Chudd ("Reeve"), was intimately aware that it was once
17 again Leonard's stated intention to continue Robert as successor trustee, Reeve had forgotten that
18 Leonard was not the initial the 2005 trustee. In light of this mental lapse, Reeve's 2016
19 amendment recites: "Settlor revokes the First Amendment and the Second Amendment in their
20 entirety." [Tr. Ex. 31.]

21 In fact, Leonard had explicitly asked Robert to continue as trustee following his passing.
22 This had been Leonard's direction to Reeve since 2010 and once again at the time of the 2016
23 amendment. At the time of Leonard's death on November 7, 2016, no one was aware of the
24 successor trusteeship discrepancy caused by Reeve's Third Amendment. After her father had
25 passed, on June 9, 2017, however, Lorca noticed the discrepancy and sent an email to Robert.
26 [Tr. Ex. 130]. As Lorca advised Robert by email in 2017:
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1 “Since the Third Amendment says nothing about trustees, and since the First and Second
2 Amendments were revoked by the Third Amendment, it is Paragraph 3.2 of the Restated
3 Trust that governs. Therefore, at least during the period of administration, I do not think
4 that you are the trustee – I think it is Adam, me and Anjani.”

5 Robert responded by email that he would have to defer to Reeve; then advised Adam of
6 the issue, stating that he had accepted trusteeship in reliance upon Reeve’s representations and
7 upon Leonard’s stated intent to Robert. [Tr. Ex. 131.] Reeve chimed in on June 14, 2017, noting
8 that it was “indeed [Leonard’s] intention the last time I spoke to him that Robert be the Trustee
9 of the Leonard Cohen Family Trust.” [Tr. Ex. 134.]

10 Lorca hired an attorney, Andrew Katzenstein (“Andrew”). After discussing formal
11 reformation options, *everyone involved* -- Adam, Lorca, Andrew, Reeve and Robert, according to
12 the undisputed testimony, all agreed to simply stay the course with Robert continuing to manage
13 the LCFT as its trustee, with full transparency, as intended by Leonard, with no formal trust
14 document modification.

15 At some point, for reasons known only to Reeve, Reeve unilaterally modified ¶ 3.2 of
16 Leonard’s 2005 trust in his client file by changing trust terms so that Robert showed as the initial
17 2005 trustee, as opposed to Adam, Lorca and Anjani. [Tr. Ex. 27.] Evidence at trial was
18 undisputed that neither Robert, Adam nor Lorca were aware of this “corrective” action by Reeve.
19 In 2023, however, six years after Lorca discovered the discrepancy and Robert’s continued
20 faithful performance as trustee, Adam ascribed Reeve’s corrective action to Robert, contending
21 falsely that Robert had intentionally conspired to “forge” documents in order to gain advantage
22 and to defraud the trust beneficiaries. Based upon the testimony at trial, the Referee finds that
23 these widely publicized allegations were made without probable cause and with the sole
24 intention of gaining legal advantage under the cloak of litigation privilege.

25 The Management Agreement

26 According to the uncontroverted evidence at trial, in addition to a business manager,
27 entertainers also typically retain the services of a personal talent manager. A personal talent
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1 manager guides the careers of actors, musicians and entertainers by providing strategic advice,
2 career development and daily oversight. A personal talent manager focuses upon building long-
3 term brand value, manages public relations, and advises on personal and professional decisions.⁹
4 The standard industry rate for a personal talent manager is 15%-20% of an entertainer's gross
5 income. This financial arrangement continues for "legacy" music artists even beyond their
6 lifetimes, according to the evidence, by continuing to feature an artist's music and career across
7 various multi-media platforms, including television and film, by introducing their body of work
8 to a newer demographic to both perpetuate and enhance the historic royalty stream.¹⁰

9 In 2008, after having made numerous prior requests of Robert, which Robert had
10 rebuffed, Leonard convinced Robert to serve as his personal talent manager. Robert dedicated
11 a second full-time accountant, Matthew Nocita, to work in support of Leonard's personal
12 management endeavors. Over the next eight years, under Robert's guidance, Leonard became
13 a hugely successful international touring artist, selling out arenas around the world.¹¹ With his
14 cancer diagnosis in 2016, however, Leonard's concerns turned to his post-career legacy
15 management. Leonard advised Robert that he (*i.e.*, Leonard) wished to be remembered on the
16 "lowest rung of the pantheon of poets."
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19 ⁹ Expert testimony on matters of legacy artist music management was provided by Jeff Jampol, CEO of
20 his own legacy talent management firm representing, among others, the Estates of Jim Morrison, Janice
21 Joplin, Charlie Parker and John Lee Hooker, as well as providing legacy entity management for the
22 Doors, the Jefferson Airplane/Starship and The Mamas and the Papas. Mr. Jampol also serves as a
consultant to the Estate of Michael Jackson.

23 ¹⁰ The evidence established, for example, that it is common for legacy music artists and their estates to
24 issue "boxed sets" of both released and unreleased recordings. According to the testimony, the LCFT
25 retains vast repositories of Leonard's previously unreleased vocal work. Here, Robert had negotiated for
the compilation and timely issuance of boxed sets of Leonard's recordings by leveraging Bob Dylan's
archivist team's expertise, only for Adam to veto the entire project.

26 ¹¹ According to the evidence at trial, between 2008 and 2013 under Robert's management, in addition to
the publication of recordings and concert videos, Leonard performed as headliner at 382 concerts.
27 Leonard's tours were deemed "successful beyond measure," producing gross revenues in excess of \$165
28 million. During this period, both Adam and Lorca were receiving salaries from Old Ideas, Lorca for her
work in promotional design and merchandising, and Adam essentially for doing nothing.

1 On July 1, 2016, Leonard and Robert signed a Management Agreement. [Tr. Ex. 36.]
2 Robert asked Leonard to have the Management Agreement reviewed by an independent attorney.

3 According to the contract recitals, in pertinent part:

4 “Artist wishes to make a contractual commitment to Manager to continue to oversee the
5 Artist Companies during the declining years of Artist’s career *and following Artist’s*
6 *death*, and Manager wishes to oversee the Artist Companies in conformity with the
7 wishes of Artist and for the commercial benefit of the owners of Artist Companies.”

8 Over its five-year term and two irrevocable one-year options, the Management
9 Agreement directs Robert to “*oversee all aspects of the exploitation of the music publishing,*
10 *literary copyrights and fine art copyrights*” owned by Leonard’s companies and ultimately his
11 estate.

12 The Management Agreement further directs Robert to use reasonable efforts to continue
13 “to preserve and enhance [Leonard’s] professional reputation and standing within the music,
14 literary and fine art industries,” and the same time, to act “to optimize the ongoing value and
15 economic return to the owners” of Leonard’s companies, *i.e.*, Adam, Lorca and their respective
16 trusts.

17 Under the Management Agreement, consistent with music industry standards, Leonard
18 agreed to compensate to compensate Robert at “[a] sum equal to 15% of any and all of Artist’s
19 compensation received during the Term as result of exploitation of the assets owned by Artist
20 Companies.” The Management Agreement authorizes Robert “to engage legal counsel as
21 necessary. ...”

22 Significantly, as it relates to Robert’s office-related expenses, paragraph 4(a) of the
23 Management Agreement states:

24 “Artist agrees to reimburse Manager for any and all reasonable expenses which Manager
25 may incur on Artist’s behalf or on Artist’s account, including but not limited to those in
26 connection with office rent for Suite 1701 at 5455 Wilshire Blvd., telephone, office
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1 supplies, parking and travel reasonably necessary for Manager to perform services as
2 provided hereunder.”

3 The Referee finds that the Management Agreement was fairly negotiated and fully and
4 competently performed by Robert at an agreed-upon compensation level consistent with legacy
5 artist industry standards. Under the direction provided, Robert found a buyer for Leonard’s
6 music publishing company at \$60 million. Through further effort, Robert optimized the value of
7 Leonard’s archival materials to an appraised and likely compensable value of \$48 million. [Tr.
8 Exs. 58-60.] While Adam’s subsequent posturing effectively cost the estate a \$2 million loss on
9 the sale price of Leonard’s catalog, and Adam later fully derailed the successful completion of
10 Robert’s archival asset marketing,¹² the evidence at trial nevertheless established that Robert
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13 ¹² Leonard’s son Adam had his own personal artistic aspirations. [See, e.g., Tr. Ex. 81.] At the time
14 Leonard negotiated the Management Agreement with Robert, Leonard had sagely forecast to Robert the
15 difficulties Robert would likely face in attempting to manage Leonard's legacy if Adam was given any
16 decision-making authority:

17 Q. What did Leonard tell you about who should make decisions regarding his legacy?

18 A. That was the subject of the Management Agreement, and we had extensive discussions about it, and
19 Leonard had something -- had kind of a memorable warning, if you will. He said, look, my son is
20 Hamlet. He's a prince haunted by his father's ghost who poisons everyone he touches. And --

21 Q. Go ahead.

22 A. ...I want to make sure you're making the final decisions. He also said, you know I trust your aesthetic
23 judgment. ...I want you to make the final decisions.” ...

24 Q. Do you recall anything else that Leonard told you about Adam at that time?

25 A. Yes. It was [Leonard] cautioning me about the difficulty of and the dangers of dealing with Adam.
26 It's coupled with he's Hamlet on the one hand and you're putting yourself in the position of King Lear.
27 So you've got a dangerous -- you have to understand the depth of those Shakespearian -- if you know
28 those stories, Hamlet is dangerous and haunted, and King Lear voluntarily becomes weak by attempting
to transfer his estate and his life to his kids. ...

Q. Did you understand what Leonard meant when he talked about you putting yourself in the position of
King Lear?

A. Yes.

Q. What did he mean in lay terms, for people who haven't read the play recently?

A. He meant that I was assuming a position for Old Ideas with Adam and Lorca as the controlling
members. They had a 66 percent interest, so they could fire me. They could do whatever they wanted.

Q. Did he express concerns about what Adam might do?

A. Yes.

Q. What did he tell you?

A. He literally used the word "patricide".

Q. How did he use it?

A. He used it in the sense of Adam wanted to extinguish Leonard's legacy in order to create space to get
out from under the shadow.”

1 performed his Management Agreement obligations in precisely the manner envisioned by
2 Leonard at a cost commensurate with the preservation and enhancement efforts necessary to
3 properly monetize all of Leonard's managed assets, including those within the LCFT. Robert
4 performed the Management Agreement precisely as Leonard had intended.

5 **The STS**

6 In recent years, investors' demand for established music royalty income streams has
7 driven the value of music publishing catalogs to previously unheard of multiples, with such
8 artists as Bruce Springsteen, Christine McVie, Red Hot Chili Peppers, Paul Simon, Sting and
9 Neil Young selling all or part of their publishing catalogs in order to monetize this market-based
10 upsurge. Robert was able to take advantage of the inflated music publishing market in order to
11 obtain proposals for the purchase of Old Ideas, LLC, Leonard's music publishing company
12 established and managed by Robert.

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14 Through a process of competitive bidding,¹³ Robert obtained an offer from Hipgnosis
15 Songs Fund ("Hipgnosis") to purchase Leonard's music publishing catalog business for \$60
16 million cash. [Tr. Ex. 183.] As the Hipgnosis catalog sale reached the precipice of its target
17 closing date of August 1, 2021, however, and with the prospective payouts to Adam and Lorca
18 and their trust beneficial interests in the tens of millions of dollars, Adam objected to Robert's
19 15% contractual commission on the sale under the Management Agreement, bringing the
20 pending Hipgnosis sale transaction to a grinding halt. [Tr. Ex. 187.]

21 According to the undisputed testimony presented at trial, Adam considered the near
22 consummation of the Hipgnosis sale as an opportunity to renegotiate Robert's 15% commission
23 under the Management Agreement Robert had entered into with Leonard. The renegotiation of
24 Robert's commission on the eve of closing was questioned by Robert, in light of Leonard's
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27 ¹³ Mr. Jampol, the legacy music industry expert, characterized this industry-standard protocol as a "high
28 level poker game."

1 personal promise as memorialized in the Management Agreement, combined with Robert's
2 efforts in working relentlessly to maximize the value of Leonard's publishing catalog.

3 Adam's objection to Robert's percentage agreement with Leonard resulted in a delay of
4 many months, prompting Robert and Old Ideas to retain a prominent music attorney, John
5 Branca, to use his personal relationship with the Hipgnosis principal in an attempt to hold the
6 catalog purchase transaction deal together, albeit at a reduced \$58 million price when all was
7 said and done, at a multiple of 21.91 times Leonard's three-year combined royalty average from
8 2018 through 2020.¹⁴

9 Meanwhile, on February 23, 2022, after full mediation with Adam, Lorca and their
10 counsel, Robert agreed to a reduced commission of 12.25% of catalog sale proceeds, "*after*
11 *deduction and reimbursement of all transaction expenses*," including Robert's mediation fees
12 and attorney fees, to make the sale of Leonard's publishing catalog for \$58 million a reality.
13 The settlement agreement, set forth in a Settlement Term Sheet ("STS"), also required Robert to
14 resign as co-trustee of ADCO and LORCO; to limit his personal management fees and CORE
15 business management fees to "reasonable" expenses; and to complete Leonard's archive asset
16 sale by July 1, 2023 in order to receive a similarly recalculated 12.20% commission on that sale.
17 As noted above, Adam later refused to move forward with sale of his father's archive assets,
18 effectively depriving Robert of any opportunity to complete the sale and receive the agreed-upon
19 archive sale commission.¹⁵

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23 ¹⁴ As definitively stated by Adam in a November 30, 2021 email to Robert, "... proper contemplation of
[Leonard's catalog] sale requires that we first reach an internal settlement agreement." [Tr. Ex. 187.]

24 ¹⁵ Assuming sale of Leonard's archival assets at the estimated \$48 million [Tr. Exs. 58-60, 62,186, 219,
25 257], a 12.20% commission would have been payable to Robert in the additional sum of \$5,856,000
26 under the STS. Siebert advised Robert in 2023, however, that Adam had no intention of further
27 cooperating with Robert's archive marketing efforts, successfully depriving Robert of compensation for
28 his years of archive enhancement work, and at the same time depriving the LCFT of extensively planned,
multi-market exposure specifically tailored to increase archive value. Concurrently, Robert's archive
enhancement efforts were designed to uplift the royalty stream, conceptually earning additional millions
in contractual performance bonuses intended for Adam, Lorca and the LCFT under the terms of Hipgnosis
catalog sale. [Tr. Ex. 44.]. All of this, of course, collapsed as Adam, Siebert and to a lesser degree, Lorca,
opted to ill-advisedly litigate unsupportable fraud claims against Robert.

1 The STS further obligated Robert, *inter alia*, to resign as trustee of the LCFT by
2 September 30, 2024 or six months after the closing of the archive sale, whichever was earlier.
3 The STS fully released all parties from any known or unknown claims they may have against
4 each other as of the date of execution (February 23, 2022) “*in connection with any acts or*
5 *omissions which have arisen at any time prior to the date of this Agreement, any and all claims*
6 *she, he, it or they have or may have relating to or arising out of the Disputes, the parties’*
7 *relationship, or any claim for breach of any duty, contract [or] any claim for tortious*
8 *conduct...*”¹⁶

9 **Robert’s Accounting Petition and the Objections**

10 On December 21, 2023, in Los Angeles Superior Court action case STPB09349, Robert
11 filed a petition for approval of his accounting of the LCFT. Attached to the petition was a copy
12 of the STS. Accompanying the petition was a 27-paragraph declaration from Robert, explaining
13 the work Robert had performed and the compensation he had received managing Leonard’s
14 music, literary and fine arts company, managing Leonard’s recording company, managing
15 Leonard’s touring company, and lastly, managing the LCFT. Also accompanying the petition
16 was the 28-paragraph declaration of Matthew Nocita, the director of operations for Robert’s
17 management company, describing the comprehensive financial disclosures which had been
18 presented monthly for six years to Adam and Lorca for not just the LCFT, but the entirety of the
19 Leonard Cohen-related businesses, inclusive of all general ledger receipts and disbursements for
20 each of the entities.

21 The Nocita declaration presented two Probate Code-compliant trust accountings, the
22 first from the date of Leonard’s death on November 7, 2016 until February 2, 2022, the closing
23 date nearly contemporaneous with the STS [Tr. Ex. 1]; and a second trust accounting from
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26 ¹⁶ The breadth of Adam and Lorca's full release of all pre-February 23, 2022 known and unknown claims
27 against Robert are expressly outside the scope of the Court's reference. Accordingly, the Referee takes no
28 position on whether the instant challenges to the first account have been released as to each of the STS
signatories.

February 3, 2022 through December 31, 2022 [Tr. Ex. 2]. Voluminous exhibits were appended to the Nocita declaration attaching, *inter alia*, balance sheets, profit and loss statements, and full general ledgers for each of the Leonard Cohen-related entities, in each of which the LCFT held a non-majority interest. The Referee has reviewed these records and finds they are 100% complete for each of the entities, and that their disclosure far surpasses the requirements of Probate Code §1061(a)(4),(6) and (8), which provisions simply require the reporting of net income and/or loss from a trade or business (even businesses, unlike this case, owned principally or entirely by a trust), and which statutes expressly *exclude from reporting* the disbursements from a trade or business. (Probate Code §1061(a)(6).) ¹⁷

Adam and ADCO filed 36 pages of verified objections to Robert's accountings on August 29, 2024. Lorca and LORCO filed a "limited" joinder to the Adam/ADCO objections the same day, asking that Robert's accounts be settled through judicial reference rather than court trial. On September 5, 2024, interim successor trustee Siebert filed 18 pages of additional verified objections.

The Court's Reference Order on the Settlement of Account

By order filed October 24, 2024, the Hon. Jessica Uzcategui signed an order under Code of Civil Procedure §639(a)(1) referring to the undersigned trial on "the issues of fact raised in [Robert's] petition related to the Accounting and a request to settle, allow, and approve all acts and transactions of [Robert] as trustee of the Leonard Cohen Family Trust ('LCFT')."

¹⁷ In his Objections, Seibert complains that the inclusion of a multitude of "journal entries" associated with Leonard's business interests are "not a substitute for [Robert's] obligation to properly account." [¶24.] As a matter of statutory law, transposition of these many thousands of "journal entries" for businesses in which the LCFT holds some equity ownership share are exempt from Robert's obligation to statutorily account. (Probate Code §1061(a)(6).) Robert's monthly delivery of accurate general ledger income and disbursements for all of Leonard's businesses, inclusive of the LCFT, for purposes of full transparency to the trust beneficiaries, was commendable and completely undercuts any *post hoc* fiduciary nondisclosure claim.

In an email dated December 9, 2023, Siebert reached out to Stacie Jarvis, the paralegal retained by Robert to compile Robert's accountings, and noted as to her pre-filing draft: "It looks like a great job!" Siebert's email then asks Ms. Jarvis, based upon the high quality of her work, to prepare probate accountings for two of Mr. Seibert's cases. Ms. Jarvis' "great job" accounting was filed with the Court twelve days after Siebert's review, only to be later formally objected to by Siebert himself. [Tr. Ex. 275.]

1 The motion for reference was “granted as to the entire Accounting petition such that the
2 Referee is to consider both the accounting for the period 11/07/16 to 02/02/22 and accounting for
3 the period 02/03/22 to 12/31/22.” According to Judge Uzcategui, “[T]he Referee may also make
4 recommendations to the Court as to such factual issues,” with final rulings on those
5 recommendations reserved to the trial court. Withheld from the instant reference are
6 recommendations on “(a) approval of [Robert’s] trustee and management fees; (b) [Robert’s]
7 attorney fees and costs [incurred in defense of the accounting objections]; and (c) an order
8 deeming [Adam and Lorca] to have waived any rights pursuant to the LCFT or the ‘STS’.”

9 **Trial on the Settlement of Account**

10 Trial on the settlement account was conducted by the undersigned over the course of ten
11 days, commencing on Monday, January 26, 2026, and concluding on Friday, February 5, 2026.

12 Robert Kory appeared through his counsel, Adam Pines of Glaser Weil Fink Howard Avchen &
13 Shapiro and David Humphrey, Jr. of the Law Offices of Cosgrove, Humphrey and Weisman.
14 Michael Siebert appeared through his counsel, Robert Barton and CJ Armstrong of McDermott
15 Will & Schulte LLP and Jaime B. Herren of Herren Legal APC. Adam Cohen and Jonathan
16 Brodsky, as Trustee of the ADCO Trust, appeared through their attorneys, Logan M. Elliot and
17 Sam R. Santopaolo of the law firm of Willkie Farr and Gallagher, LLP. The LCFT appeared
18 through its counsel, John Mayfield Rushing of Rushing McCarl, LLP. Lorca Cohen did not
19 appear at trial, through counsel or otherwise. Anjani Thomas appeared from time to time to
20 observe, but not with counsel. Suzanne Val Elrod appeared from time to time to observe, but not
21 with counsel. The Zoom link to the trial was open to the public, and others may have appeared
22 through audio and/or video links outside the knowledge of or recognition by the Referee.

23 To prove up the account, Robert presented the following witnesses, who were examined
24 and cross-examined under oath: Robert Kory (Day 1, Day 2, Day 4, Day 5, Day 6, Day 7, Day
25 8), Anna Melamed (Day 3), Matthew Nocita (Day 3, Day 4), Stacie Jarvis (Day 5), Michael
26 Spindler (Day 6), Jeffrey Jampol (Day 7), John Branca (Day 8). Mr. Siebert presented the
27 following witnesses in support of the objections, who were examined and cross-examined under
28 oath: Andrew Katzenstein (Day 9) and Robert Temmerman (Day 9). Many dozens of exhibits,

1 including the accountings, were offered and received in evidence over the course of the trial.
2 Robert Kory, through his counsel, presented an opening statement (Day 1), closing argument
3 (Day 10) and reply argument (Day 10). Michael Siebert, through his counsel, presented an
4 opening statement (Day 9) and closing argument (Day 10). Counsel for Robert Kory, Adam
5 Pines, and counsel for Michael Siebert, Robert Barton and Jaime B. Herren, were the only
6 attorneys asking questions during the entirety of the ten-day trial.

7 Notably, successor trustee Michael Siebert was not called as a witness. Trust beneficiary
8 Adam Cohen was not called as a witness. Trust beneficiary Lorca Cohen was not called as a
9 witness.

10 Upon completion of closing argument on February 5, 2026, the matter was taken under
11 submission by the undersigned.¹⁸

12 **Burden of Proof and Summary of Recommendations**

13 At a contested hearing on an accounting, the trustee bears the burden of establishing the
14 correctness of the accounting that the “disbursements were correct in amount and that the
15 disbursements claimed were for proper purposes.” *Neel v. Barnard* (1944) 24 Cal.2d 406, 420.
16 As discussed in more detail below, Robert presented evidence at trial sufficient to establish the
17 correctness of each of his accountings. The disbursements made by Robert on behalf of the trust
18 during the accounting periods were correct in amount and for proper purposes.

19 The Referee recommends that each of Mr. Siebert’s objections and each of Adam’s
20 objections to Robert’s accountings be overruled. Robert was candid and highly credible
21 throughout all ten days of trial, confirming his testimony with many dozens of corroborative
22 exhibits displaying full transparency throughout both accounting periods. The Referee finds that
23 each of Robert’s challenged actions were at all times reasonable and ethical, and conducted with
24 the full knowledge and approval of Adam and Lorca. Robert fully and competently carried out
25 Leonard’s intentions throughout Robert’s various capacities as attorney, personal talent manager,

26
27 ¹⁸ During the submission period, the undersigned's mother unexpectedly fell ill and passed away, delaying
28 issuance of the Report and Recommendation for several weeks.

business manager and trustee, under terms specifically proposed by Leonard during his lifetime, with all terms consistent with music industry standards.

To the extent Siebert, Adam or Lorca claim fiduciary breach by Robert, the Referee finds no fiduciary breach by Robert was established at trial. The Referee finds no basis whatsoever for surcharge, recommending that Robert's submitted accountings be settled and fully approved.

Findings on Siebert's Written Objections

Siebert contended it was "unclear" whether Robert could "substantiate" the many, many thousands of transactions that had been voluntarily reported by Robert the across the multiple general ledgers produced over the years for the business assets as to which the Trust held non-majority interests. On this point, Siebert cited \$2700 in car payments, \$150 for an iTunes account, "over \$25,000" in business office rental payments, nearly \$12,660 in business office parking fees, "over \$2500" in Uber charges, and \$300 to the Delaware Secretary of State. [¶ 5.] Siebert contended that Robert was compensated "exorbitantly and excessively for various overlapping tasks including associated overhead," without explanation. [¶6.] Siebert contended that it was Robert's burden to "substantiate" each and every one of the charges set forth in the accounts, inclusive of the many thousands, if not tens of thousands, of business-related disbursements across all of Leonard's business entities since 2016, in none of which the LCFT owned a majority interest. [¶ 7.]

Siebert contends that a July 1, 2016 Management Agreement signed by Leonard and Robert, which was the specific subject matter of a mediation and fully executed settlement agreement and release (see discussion of the STS, *supra*), was "lopsided and [did] not adhere to industry standards." [¶ 17.] Evidence was presented to the Referee through expert testimony at the hearing on settlement of account as to industry standards associated with Robert's "legacy" management services provided to Leonard's companies after Lender's passing. The Referee finds without contradiction in the evidence that the fees for legacy management services provided by Robert after Leonard's death, inclusive of reimbursement of associated expenses,

///

1 are consistent with industry standards.¹⁹ Given the discount from the Management Agreement
2 negotiated by Adam and Lorca resulting in the STS, the Referee further finds that Robert
3 received 2.75% less than industry standard for Robert's services performed in connection with
4 the \$58 million sale of Leonard's songwriting catalog; i.e., a discount to Adam and Lorca of
5 \$1,595,000.

6 Siebert contends that Robert failed to pay a \$30,000 specific bequest to Bianca Nixdorf,
7 requiring Siebert to make that distribution from LCFT funds. [¶ 26.] Robert credibly testified at
8 trial that he had attempted to locate Ms. Nixdorf, unsuccessfully.

9 Siebert also contends that Robert provided him with "incomplete information, records
10 and limited cooperation." Siebert contends that he failed to receive "all relevant trust files."
11 [¶ 26.] The testimony at trial before the Referee, however, was uncontroverted that Robert
12 provided Siebert with very complete information and was fully cooperative. Robert answered all
13 of Siebert's questions. All relevant trust files were delivered by Robert and his staff to Siebert
14 and to his business management agent, Gelfand Renner & Feldman.

15 Siebert cites Uniform Fiduciary Principal and Interest Act to contend that trust-owned
16 businesses must fully account as part of a standard trust accounting.²⁰ [¶¶ 27-31.] In this context,
17 as it pertains to Leonard's recording company, Siebert complains about the previously mentioned
18 \$2700 in unknown automobile payments, \$688 for half of an AT&T phone bill, \$750 for internet
19 services, \$463.63 for Uber charges and \$229.69 for meals and entertainment. [¶ 30(a).] As it
20 pertains to lender's touring company, Siebert complains about the previously mentioned \$300 to
21 the Delaware Secretary of State and the \$150 in iTunes charges; \$5627.68 to Apple Computer,

23 ¹⁹ Evidence at trial established that compensation for continuing management of a deceased music artist's
24 enterprise endeavors ranges from as low as 15% to as high as 30% of gross revenues. Legacy artist
25 management calls for higher compensation rates, per the testimony, since performance falls exclusively to
26 the manager to keep the music accessible and relevant in the absence of artist appearances to drive
income. As it pertains to the sale of Leonard's music publishing catalog, the STS reduced Robert's
compensation to 12.25%.

27 ²⁰ Beyond Leonard's personal archive, the remainder of LCFT assets during the period of Robert's tenure
28 were non-majority equity interests in Leonard-related businesses.

1 \$1539.68 for a “drum module,” \$4500 for telephone expense, and \$2000 for Canadian
2 immigration and VISA expense. [¶ 30(b).] Finally, as it relates to Leonard’s music, literary and
3 fine arts company, Siebert complains about \$6670.94 in rent reimbursement and multiple
4 business management expenses of \$13,742 to Robert’s business management firm, \$50.59 to
5 “Sycamore Kitchen,” a collective \$2507.25 for Uber expense, \$1099 to Titan Offices,
6 \$16,342.99 for office furniture, \$40,000 for art work, the previously mentioned monthly parking
7 expenses of \$1055 per month, \$2499 to Wilshire Business Center LLC, and \$1749 for storage. [¶
8 30(c).]

9 There are many trusts in which allocation between principal and interest is highly
10 relevant, as beneficiaries are often limited to some variation of income produced by a trust
11 corpus. Rules have developed on how to properly identify and allocate income. California has
12 adopted its version of the Uniform Fiduciary Principal and Interest Act found at Probate Code
13 §§16340 *et seq.* One of the UFIPA code sections, Section 16342, provides alternatives for the
14 reporting of trust-owned business income for purposes of the interest calculation.

15 The LCFT does not have income beneficiaries, nor does the trust at issue have any logical
16 correlation to the Uniform Fiduciary Principal and Interest Act. Instead, the LCFT accounting
17 here is fully covered by the requirements of Prob. Code §16063, which at subsection (b) compels
18 compliance with the provisions of Probate Code §§1060 *et seq.* Siebert’s trust administration
19 expert at trial, Robert Temmerman, agreed.

20 Regardless of the lack of any legal requirement that Robert fully account for businesses
21 in which the Trust holds a non-majority equity interest, a professional auditor, Michael Spindler,
22 was retained to review and fully audit each of the Leonard Cohen-related businesses, and the
23 LCFT, inclusive of receipts, disbursements and reimbursements. With the exception of several
24 *de minimus* adjustments not raised by objectors or germane to the proceeding, Mr. Spindler
25 reconciled each of the ledgers and took no issue with any of the expenses incurred. [Tr. Ex. 765-
26 ///

278.]²¹ Further, the Referee has reviewed each of these questioned charges and finds them all appropriate disbursements and reimbursements associated with their respective businesses and entities to which they are debited, fully consistent with the testimony elicited at trial. No contradictory evidence was introduced by Siebert, Adam or Lorca.

Siebert's next set of objections relates to the categorization and transparency of identified disbursements. Siebert requests a breakdown of legal fees, management fees, travel and business reimbursements. [¶ 35.] Siebert requests further distillation of billed accounting services, tax-preparation services and legal expense. [¶ 36.] Siebert requests an explanation of why \$12,697.70 in trustee liability insurance was properly chargeable to the Trust. [¶ 37.] Siebert requests greater segregation and categorization of attorney fees incurred through Robert's law firm. [¶ 38.]

Siebert contends that the \$255,000 total paid to Robert for six years (*i.e.*, \$42,500/yr.) is an "excessive" fee [¶39] for managing a trust estate that could quite easily have been valued at a collective \$69,568,336 (opening cash on hand [\$1,232,707]; plus 34% LCFT equity in Leonard's catalog sold at arm's-length sale for \$58 million [*i.e.*, \$19,720,000]; plus 100% of Leonard's archive valued by expert appraisal on of May 26, 2020 [\$48,615,629-- Tr. Ex. 58]). As a point of reference, one percent (1%) per year managing this very unique, complex and time-consuming LCFT corpus at the estimated combined value, excluding any management of non-LCGT assets, would amount to a fee of \$695,683.36 per year and \$4,174,100.16 over six years, more than 16.369 times the actual trustee fee paid.

Siebert contends that the extraordinary, multi-year expense of hiring staff to fully inventory, categorize, digitize and upload the entire Leonard Cohen trove of many decades of comprehensive audio recordings, video recordings, poetry, prose, songs, literary notebooks, published and unpublished loose manuscripts, correspondence, photographs, artwork, and

²¹ In conducting the full audit, Mr. Spindler was able to trace all transactions involving LCFT interests into Robert's court-filed accountings, including review of credit card transactions. Mr. Spindler reconciled all receipts and disbursements from the Leonard and LCFT-related bank statements to the general ledgers to the accountings at issue. Mr. Spindler noted "minor transposition errors" over all receipts and disbursements with a net disparity across all businesses of less than \$100.

ephemeral and personal possessions onto archival retrieval software, in the collective sum of \$541,151.51 on assets appraised at \$48,615,629, or 1.0575% of asset value, was “excessive and unreasonable.” [¶ 40.] The evidence at trial, inclusive of expert testimony on archival singer/songwriter asset management, corroborated the reasonableness of these expenses in rendering the Leonard Cohen archive digitally accessible and fully marketable.²² Siebert, who failed to establish his own professional history or expertise in any form of entertainment management, much less the creation of legacy archival systems and their enhancement upon future royalty streams, presented no testimony on this issue or any other specific expense item. In fact, Siebert did not testify at all.

Expert testimony at trial in matters of legacy music artist catalog sales and archive asset management and sales made it very clear that it is both “what you know” and “who you know” in order to maximize asset value. With the full support of Adam and Lorca, Robert was prepared to close the sale of the Leonard Cohen to Hipgnosis Music (“Hipgnosis”) at an agreed price of \$60 million. Evidence at trial established that Adam used the imminence of that opportunity to object to Robert’s Management Agreement with Leonard in order to extract Robert’s agreement to a lesser commission, and Adam did so by refusing to assent to the Hipgnosis catalog sale transaction in the absence of a commission adjustment.

Adam’s efforts to jettison the \$60 million catalog sale to Hipgnosis on the cusp of its closing in June 2021, as a mechanism to elicit a lesser commission from Robert, put the transaction in “deep-freeze” for many months pending negotiation of the STS. Credibly believing that the transaction would be lost in light of Adam’s quite willful interference, Robert retained the services of iconic legacy music attorney John Branca (“Branca”) to leverage his personal relationships to hold the deal together during the eight months of delay leading to the closing of the catalog sale in late February 2022. Even then, Hipgnosis used the delay to reduce the acquisition price to \$58 million at the insistence of Hipgnosis’ then-partner and now owner,

²² Beyond the testimony, an appreciation of the breadth of Leonard’s archival assets and a snapshot of Robert’s marketing efforts can be captured from the documentary exhibits found at Tr. Ex. 58-60, 62, 186, 219 and 257.

1 Blackstone. Branca, whose music business model is based only upon a percentage of a particular
2 transaction, negotiated a fee equal to 7.5% of Robert's commission, which amounted to
3 \$518,175.

4 Given the Referee's finding that the second-highest bidder for Leonard's music catalog
5 had been Primary Wave Music, offering \$47,000,000 but with relinquishment by LCFT of
6 certain merchandising rights [Tr. Ex. 187], the use of Mr. Branca's services to help close the
7 catalog sale at \$58,000,000 to Hipgnosis was critical to the estate and to Adam and Lorca's
8 ultimate equity share. There was no evidence presented that Mr. Branca's services were either
9 overvalued or unnecessary. The Referee finds no breach of trust resulting from utilization of Mr.
10 Branca's services to perpetuate (if not resurrect) the catalog sale, and finds that the \$518,175
11 debited to the LCFT for such services were trust expenses wisely and properly incurred.²³

12 Mr. Siebert objects to Robert's characterization of advances associated with archive
13 inventorying and marketing efforts as a "change in form" of assets on the trust schedules.
14 The Referee agrees that these expenses and advances would have been better categorized as
15 Schedule C disbursements rather than changes in asset form from cash, but in the final analysis
16 such expenses were fully reported, factually transparent and properly reflected in trust estate
17 closing balances.

21 ²³ At the closing of Leonard's catalog sale upon completion of the STS in late February 2022, the LCFT
22 received \$17,418,800; Adam directly received a further \$15,450,600; Lorca directly received a further
23 \$15,309,350; and Robert received \$5,470,250. Subsequent to the closing, beyond the millions in cash
24 further distributable to Adam and Lorca through their LCFT shares, Adam and Lorca received an
additional \$2,900,000 payment and Robert received an additional \$1,450,000 payment. [Tr. Ex. 191.]

25 The contract itself took the form of company sale of Old Ideas, LLC, which was memorialized in a 79-
26 page document called a "Membership Interest Purchase Agreement ('MIPA')." [TR. Ex. 44.] The MIPA
27 contracted for the payment of \$58 million to Adam, Lorca and the LCFT, with additional cash bonus
28 payments if and when the then-existing net royalty stream reached certain milestone performance levels
measured on the third and fourth anniversaries of the closing date. Adam, Lorca and Robert signed the
MIPA. Once Adam effectively shut down Leonard Cohen archive asset marketing efforts in 2023,
however, the LCFT's opportunity to enhance the royalty stream withered.

1 The remainder of Mr. Siebert’s written objections concern Robert’s attorney fees and
2 costs incurred in the instant proceeding to defend his accounting, as well as beneficiary “waiver”
3 arguments, all specifically excluded from reference by Judge Uzcategui.²⁴

4 **Findings on Adam’s Written Objections**

5 In his verified objections, *inter alia*, Adam contends that Robert “egregiously breached
6 his fiduciary duties” as trustee, “a position he obtained through fraud.” The Referee expressly
7 finds that Robert at no point breached his fiduciary duties as trustee, nor did he obtain his
8 trusteeship through fraud.

9 Adam contends that Robert “exploited” Leonard’s losses to Kelly Lynch “to entrench
10 himself in nearly every aspect of Leonard’s life.” The evidence at trial, however, was undisputed
11 that Robert was reticent for years to fully engage in Leonard’s pursuits. Ultimately, as a result of
12 Robert’s string of successes for Leonard, their relationship developed to the point that Robert
13 completely revived and resurrected Leonard’s estate and career, all to the significant financial
14 benefit of Adam and Lorca. Once Leonard passed, the trust Leonard had placed in Robert to
15 provide legacy management for his post-mortem estate proved to be well-placed, with Robert
16 actively perpetuating Leonard’s legacy and music into a shifting marketplace and a younger
17 demographic.

18 Adam contends that Robert “convinced Leonard to grant him [i.e., Robert] control over
19 the LCFT and Adam and Lorca’s trusts,” as Robert “touted” himself as a “one-man operation.”
20 There was absolutely no evidence at trial supporting that narrative. The evidence at trial was
21 unequivocal and uncontroverted that it was Leonard, over a period of years, who convinced
22 Robert to iteratively increase Robert’s participation across Leonard’s multiple enterprises
23 because, as it turned out, Robert was the only person in Leonard’s life with the competence,
24 dedication and work ethic to faithfully perform those functions.

25
26 ²⁴ After closing argument on the tenth and final day of trial, a dialogue was held with counsel to discern
27 exactly the issues upon which the Referee is to render the Report and Recommendation, and the
28 associated underlying factual findings. The Report and Recommendation is intended to adhere to that
direction and the Court’s order as faithfully as possible.

1 In a red herring of flaming scarlet, Adam seizes upon the clerical error of Leonard's
2 estate planner, Reeve, to proclaim in his verified objection that Robert conspired with Reeve to
3 hide the rewritten 2008 trust as a means to perpetuate Robert's trusteeship. The evidence at trial,
4 however, was uncontroverted that in 2017, while represented by counsel, Adam and Lorca were
5 fully aware that Leonard had expressly intended for Robert to remain their trustee regardless of
6 the legal impact of his estate planner's iterative deletion of trust amendments. After being fully
7 informed, Adam and Lorca agreed that Robert *would continue* to serve as their trustee, as their
8 father had intended. The evidence was also uncontroverted that Robert had no inkling of the
9 rogue trust restatement in Reeve's file until years after Leonard's passing, rendering Adam's
10 verified allegations of suppression by Robert patently false. Whatever the contents of Reeve's
11 internal file, the Referee finds the evidence uncontroverted that Robert was *always* intended by
12 Leonard to be the trustee of the LCFT from and after March 21, 2010, which trusteeship was
13 legitimate and fully recognized by Adam and Lorca throughout the respective periods of account.

14 Cognizant of the technical deficiencies in the trust documentation since 2017 and their
15 knowing acceptance of their father's intention that Robert serve as their trustee, agenda after
16 agenda, meeting after meeting, general ledger after general ledger, five years later Adam and
17 Lorca filed both a civil lawsuit and a trust petition alleging that the LCFT trusteeship was
18 premised upon Robert's "fraud." After ten days of trial, Referee finds no misrepresentation by
19 Robert in any manner. When Lorca raised the trusteeship ambiguity in 2017, Robert's response
20 was effectively: "I don't know. Let's find out." The parties almost immediately discovered
21 Chudd's error and Leonard's true intent, resulting in all parties' agreement that Robert continue
22 as trustee to serve in fulfillment of Leonard's desires.

23 Adam's objections assert Robert's failure to affirmatively identify in the accounting
24 report the family relationship associated with the use of Ryan Kory ("Ryan"), Robert's son, to
25 image and upload various archival items into Leonard's legacy database at a contract rate of
26 \$15/hr. Ryan's services, however, were advanced by Robert as part of unreimbursed archival
27 management expense and were paid by Robert's business management company CORE, not the
28 LCFT or any other Leonard-related entity.

1 Despite Adam and Lorca’s periodic and repeated authorizations over a course of years for
2 Robert to continue to market not only Leonard’s music catalog, but all underlying legacy works
3 including many decades of notebooks, letters, artworks, music sheets and iconic tangible
4 personal property items, Adam contends that Robert “falsified” a catalog designed for the Art
5 Gallery of Ontario (“AGO”) as a means to perpetuate interest and a market for the legacy items.
6 The evidence at trial, once again, established that there was no falsification whatsoever, and that
7 the AGO catalog reflected a focused marketing strategy by Robert singularly designed to
8 maximize Adam and Lorca’s equity interest in Robert’s estate. On the close of the catalog sale,
9 despite Robert’s continuing trusteeship and in fulfillment of Leonard’s prophesy, Adam
10 unilaterally directed AGO to “desist” in its contact with Robert. [Tr. Ex. 194.]

11 A theme repeated throughout Adam’s objections is his claim that Robert’s various roles
12 performed both during Leonard’s lifetime and after his passing, in all of which (other than
13 archive management) the LCFT held a non-majority interest, smacks of “self-dealing” and
14 “overcompensation.” The expert evidence at trial, however, established that in music
15 entertainment, and in music legacy artist estate management, each of Robert’s roles is
16 acknowledged to be separately compensable *and* that the rates charged by Robert for each of his
17 services rendered was well within industry norms. Here, where Robert was fully transparent to
18 Adam and Lorca throughout his entire tenure as to all compensation paid and in each particular
19 capacity, there is no fiduciary breach.²⁵

20 With respect to the imaging, cataloging and marketing of archival items, which at its
21 zenith under Robert’s trusteeship were appraised at \$48,615,629 [Tr. Ex. 58], evidence was
22 presented in detail as to all associated rent, utilities, supplies and travel. The Referee finds that
23 _____

24 ²⁵ Had Robert not performed those services, all meticulously set up by Leonard in anticipation of his
25 passing, Leonard’s estate would have needed to contract out those services to third party vendors without
26 Robert’s intimate knowledge of and passion for the artist, the subject matter, and perhaps the industry
27 itself. One disconnect of this case is that responsibility for Leonard’s legacy management was transferred
28 at the height of its implementation to an interim successor trustee in 2023 having no apparent experience
in legacy artist entertainment management, reviewing an accounting as one might look at a trust estate
owning a portion of an industrial building, a few apartment houses and a strip mall. The fact that all music
industry testimony at trial went uncontradicted by Mr. Seibert, Adam and Lorca is telling.

1 each of those expenses were necessary and reasonable to maximize and monetize Leonard's
2 archival assets, all with Adam and Lorca's contemporaneous blessing and in their financial
3 interest. The Referee finds that all of the archival expenses were properly and reasonably
4 incurred, with no evidence of covert self-dealing by Robert.

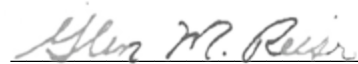
5 Finally, Adam objects to Robert's resort to the expense of outside counsel to respond to
6 his virulent and highly publicized allegations of forgery, fraud and fiduciary wrongdoing by
7 Robert, allegations which the Referee has determined to be factually untrue. The Referee finds
8 such expenses properly and necessarily incurred.

9 The balance of Adam's objections focus upon Robert's waiver claims reserved by the
10 Court outside the scope of the reference.

11 **RECOMMENDATION**

12 The Referee recommends that the Court settle, allow and approve Robert Kory's
13 accounts as filed, and ratify, confirm and approve Mr. Kory's reported acts and transactions.
14 The Referee further recommends that the Referee's costs be allocated exclusively among Adam,
15 ADCO, Lorca, LORCO and Michael Siebert, the latter in his capacity as interim successor
16 trustee, in whatever proportions the Court determines to be fair and equitable.

17
18 Dated: March 23, 2026

19
20 
21 Judge Glen Reiser (Ret.)
22 §639 Referee

23 **IT IS SO ORDERED.**

24
25
26 Judge of the Superior Court
27
28

PROOF OF SERVICE BY U.S. MAIL

Re: In re: Leonard Cohen Family Trust
Reference No. 1220076448

I, Stephanie Luis, not a party to the within action, hereby declare that on March 23, 2026, I served the attached REPORT AND RECOMMENDATION SETTLING AND APPROVING TRUSTEE'S ACCOUNT on the parties in the within action by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, Los Angeles, CALIFORNIA, addressed as follows:

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Hon. Jessica A. Uzcategui
Los Angeles Superior Court of California
111 N Hill St
Los Angeles, CA 90012
(COURTESY COPY)

I declare under penalty of perjury the foregoing to be true and correct. Executed at Los Angeles,
CALIFORNIA, on March 23, 2026.

Stephanie Luis

Stephanie Luis

PROOF OF ELECTRONIC SERVICE

Re: In re: Leonard Cohen Family Trust
Reference No. 1220076448

I, Stephanie Barraza, not a party to the within action, hereby declare that on March 23, 2026, I electronically served the attached REPORT AND RECOMMENDATION SETTLING AND APPROVING TRUSTEE'S ACCOUNT on the parties in the within action via JAMS Access at Fontana, CALIFORNIA, addressed as follows:

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Hon. Jessica A. Uzcategui
Los Angeles Superior Court of California
111 N Hill St
Los Angeles, CA 90012
(FILED VIA ONE LEGAL)

I declare under penalty of perjury the foregoing to be true and correct. Executed at Fontana,
CALIFORNIA, on March 23, 2026.

/s/ Stephanie Barraza

Stephanie Barraza



Confirmation #: 34369481

Case Title: The Leonard Cohen Family Trust Under
Agreement Dated October 2, 1998, As Restated
And Amended

Thank you for choosing One Legal. If you have any questions about this order, please email us at support@onelegal.com.

CASE INFORMATION

Court Name: Los Angeles County, Superior
Court of California
Court Branch: Central District
Case Title: The Leonard Cohen Family
Trust Under Agreement Dated
October 2, 1998, As Restated
And Amended
Case Category: Probate
Case Type: Trust
Case #: 22STPB09349

ORDER DETAILS

Order Type: eFiling
Filing order #: 27778104
Date/Time Submitted: 3/23/2026 11:25 AM PT
Matter / Billing Code: 1220076448
Contact Name: Stephanie Barraza
Attorney Name: Glen Reiser
Email Notification: Contact
Special Instructions: JAMS exception - this is
being filed on behalf of Judge
Reiser of JAMS.

DOCUMENTS

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Affidavit	Report and Recommendation Settling and Approving Trustee's Account	31