

DISTRICT COURT, COUNTY OF BOULDER, COLORADO Court Address: 1777 6 th St., Boulder, Colorado 80302 Phone: 303-441-3750	
<hr/> Caleb Stoll and Jessica Stoll, Plaintiffs, vs. Christian World Adoption, a foreign non-profit corporation, and Christian World Adoption Foundation, Inc., a foreign non-profit corporation, Defendants	
Attorney for Plaintiff: Jon Sirkis, LLC Address: 1911 11 th St., S th E 301, Boulder, CO 80302 Phone: 303-444-8473 Reg. #: 35678 Fax No. 303-569-6112 Email: Law@boulder.net	<input type="checkbox"/> COURT USE ONLY <input type="checkbox"/> Case No.: Division/Courtroom:
COMPLAINT AND JURY DEMAND	

COME NOW the Plaintiffs, Caleb and Jessica Stoll ("the Stolls"), by and through their attorney, Jon Sirkis of the Law Office of Jon Sirkis, LLC, and for their Complaint against the above-named Defendants, state and allege as follows:

GENERAL ALLEGATIONS

1. This case arises from a adoption agency Christian World Adoption misrepresenting to the Stolls that they were adopting a certain child ("Baby T")¹ when Christian World Adoption knew that the child that it was giving the Stolls custody of was the wrong child ("Baby E").
2. The three children involved in this matter are between 1 and 2 years old.
3. Caleb and Jessica Stoll are husband and wife.
4. The Stolls reside at 4271 W. 117th Way, Westminster, CO, 80031.

¹ The names of the children involved are as follows: Tarique Abera, for ease of reference referred to as Baby A; Emush, for ease of reference referred to as Baby E; Tarikus Tesfaye, for ease of reference referred to as Baby T.

5. At all times pertinent hereto, Defendant, Christian World Adoption, a foreign non-profit corporation, had its principal place of residence at 111 Ashley Avenue, Charleston, SC, 29401.
6. At all times pertinent hereto, Defendant, Christian World Adoption Foundation, Inc., a foreign non-profit corporation had, its principal place of residence at 270 W. Coleman Blvd., Mt. Pleasant, SC 29464.
7. Both corporations have Robert Harding as their registered agent.
8. Christian World Adoption is licensed and regulated by the State of South Carolina as an adoption or "child placing" agency.
9. Christian World Adoption is also licensed and regulated by the State of North Carolina as an adoption agency.
10. Christian World Adoption's international adoptions are regulated by United States law and regulations, and by an international treaty known as the Hague Convention.
11. Both Christian World Adoption and Christian World Adoption Foundation, Inc. (hereinafter, collectively "CWA"), are incorporated in the state of South Carolina.
12. CWA has a fiduciary responsibility and relationship to all of its clients, including the Stolls, as well as to the children it places for adoption.
13. CWA regularly conducts business in the State of Colorado by: entering into contracts with clients in Colorado, advertising on the internet for the purpose of promoting and soliciting business within Colorado, organizing seminars that take place in Colorado to solicit and promote its business within Colorado, many of which are conducted by Colorado-based agents of CWA.
14. The Stolls attended a CWA promotional event in Colorado on or about February 17, 2006.
15. The event was presented by CWA agent Jennifer Peterson.
16. After attending the event, the Stolls decided to adopt through CWA.
17. On April 4, 2006, CWA entered into a contract with the Stolls to adopt a child from Ethiopia, under the auspices of CWA.
18. The contract was signed in Colorado.
19. The terms of the Contract include: (please see Exhibit A, contract copy)

- a. That CWA would "Take such action as required by Adoptive Parent's State of residence to commence and complete the adoption process", and
 - b. That the Stolls would pay \$5200 plus various undisclosed fees for CWA's services.
20. The Stolls paid a total of \$13,370 to CWA, and an additional amount of approximately \$1000 to various persons and entities as directed by CWA for the adoption of children from Ethiopia.
 21. CWA controls, operates, directs, and dictates the policies and actions of its related entities, agents, and employees in Ethiopia, including, but not limited to Christian World Adoption Ethiopia ("CWAE") and Children's Cross Connections Ethiopia ("CCCE") and their respective agents and employees; therefore, all acts by CWAE and CCCE are attributed to CWA.
 22. Under the control of CWA, CWAE and CCCE assisted in the adoption of Ethiopian children for the Stolls.
 23. CWA misrepresented to the Stolls that they were adopting a certain child, Baby T, when CWA knew that it was giving the Stolls the wrong child.
 24. The child the Stolls were given by CWA was Baby E.
 25. Baby E was supposed to have been adopted by another family, Joy and Jon Portis ("the Portises").
 26. Instead, CWA gave the Portises a third child, Baby A.
 27. CWA presented false information and documents to the Ethiopian courts regarding the identities of Baby A, B, and T.
 28. CWA knowingly gave false information to the Stolls regarding the identity of the child (Baby E) that the Stolls believed to be Baby T.
 29. The Stolls reasonably relied on CWA's false assertions.
 30. CWA then encouraged and assisted the Stolls to unknowingly give that false information to the United States Consulate in Ethiopia to obtain immigration documents for their adopted child.
 31. In doing so, the Stolls unknowingly adopted the wrong child, and unknowingly obtained and used incorrect immigration documents for Baby E to enter the country under the name of Baby T.
 32. On November 21, 2006, the Portises, agreed to adopt Baby E through CWA.

33. On February 4, 2007, the Portises returned to the US with a child they believed to be Baby E, using immigration documents given to them by CWA for Baby E.
34. Unknown to the Portises, the child was in fact Baby A.
35. The Portises unknowingly adopted the child (Baby A) that the Stolls were originally to have adopted.
36. On February 3, 2007, the Stolls arrived in Addis Ababa, Ethiopia at CWA's instruction, in order to adopt two children named Sebsibbe, and Tarikua Abera ("Baby A"). (The adoption of Sebsibbe is not at issue in this case.)
37. On February 4, 2007, CWA arranged for the Stolls to meet Baby A.
38. The Stolls were told that Baby A was an orphan, aged approximately 6 months, whose mother was unable to care for her, and whose father was deceased.
39. On February 5, 2007, when the Stolls were signing CWA's adoption documents, they noticed that the adoption papers stated that the name of the child that they were adopting was for "Tarikua Tesfaye" ("Baby T") and not Baby A.
40. CWA's agent, Eyob Kolcha ("Kolcha"), assured them that Baby T was the same child as Baby A.
41. This assertion by CWA was not true.
42. On February 6, 2007, because of discrepancies in the size and apparent age of the child, the Stoll's became concerned that they may have been given the wrong child, and informed CWA agents Kolcha and Tracy Froidceur ("Froidceur").
43. Both Kolcha and Froidceur represented to the Stolls that they had the right child, Baby T.
44. This assertion by CWA was not true.
45. On February 6, 2007 prior to 4:09 PM (6:09 PM EST), CWA agent Froidceur informed then CWA agent Michelle Gardner that the Portis family had the wrong child.
46. CWA then contacted the Portises to inform them that they had the wrong child.
47. That same day, Joy Portis responded by email, requesting that she be able to contact the family who had Baby E.
48. Froidceur responded by email on February 07, 2007 4:41 AM (6:41 AM EST) that the "other family" (that is, the Stolls) already knew they had the wrong baby.

49. This assertion by CWA was not true: the Stolls did not know that they had the wrong baby.
50. Approximately an hour later, on February 07, 2007 at approximately 6 AM (8:00 AM EST), Froidceur informed the Stolls that they had the right baby.
51. This assertion by CWA was not true.
52. On February 9, 2007 at approximately 11 AM (1 PM EST), approximately two days after being reassured by CWA that they had the correct child, the Stolls left Ethiopia with a child, whom they believed was Baby T.
53. The child was in fact Baby E, the baby that the Portises were supposed to adopt.
54. Both the Stolls and the Portises have bonded with the children that they each brought home from Ethiopia and are keeping these children, which are already in their custody: Baby E with the Stolls, and Baby A with the Portises.
55. CWA improperly and knowingly gave the Stolls Baby T's paperwork to complete the adoption of Baby E.
56. In January 2008, the Ethiopian Court declared the Stolls the adoptive parents of Baby E.
57. As of June 21, 2008, the Stolls still had not received the correct documentation required to be provided to them by CWA in order to complete the adoption of Baby E, as it had agreed to do.
58. Because of CWA's actions, Baby E's immigration status has not been resolved, and as a result, the Stolls must incur legal expense to resolve her immigration problems.
59. Although the Stolls had obtained fully executed adoption and immigration documents for Baby T, Baby T remained in an orphanage in Ethiopia.
60. On or about May 3, 2007, the Ethiopian Court refused CWA's motion to revoke the adoption of Baby T on the grounds that Ethiopian adoptions are irrevocable except in very limited circumstances where the child is being abused.
61. The Stolls decided to properly complete the adoption of Baby T and bring her home with them.
62. On April 9, 2007, the Stolls wrote to CWA and requested that CWA facilitate the process of bringing Baby T home to the United States.
63. On April 17, 2007 CWA responded in writing to the Stolls and agreed to resolve any related legal issues with the Ethiopian courts and the U.S. Consulate General in Ethiopia in order to facilitate the Stolls bringing Baby T home as quickly as possible.

64. The Stolls had arranged and paid for temporary care and housing in Ethiopia for Baby T so that she could move out of the orphanage while waiting for the Stolls to come to Ethiopia to bring her home.
65. CWA refused to turn over custody of Baby T to the Stolls.
66. The Stolls made numerous requests to CWA to release Baby T to their custody.
67. CWA failed to do so.
68. Because CWA failed to do anything to correct the situation created by its actions, the Stolls had retained Washington D.C attorney Sahlu Mikael ("Sahlu"), and a local attorney in Ethiopia named Hailu Asmir Esq. ("Hailu") to resolve the situation.
69. The Stolls twice sent Sahlu to Ethiopia to resolve the situation.
70. On November 10, 2007, the Stolls, through their attorneys in Ethiopia, petitioned the Ethiopian Courts to re-affirm their adoption of Baby T, and to require that CWA give the Stolls physical custody of Baby T.
71. On Nov. 20, 2007, the Ethiopian Courts re-affirmed Baby T's adoption by the Stolls.
72. The Stolls again demanded that CWA release Baby T to them.
73. CWA did not do so.
74. Finally, on November 27, 2007, the Stolls asked assistance from the US Consulate General in Addis Ababa, Ethiopia.
75. On November 28, 2007, Chief Consul Paul Cantrell met jointly with CWA and the Stolls.
76. Chief Consul Cantrell demanded to know why CWA had not given custody of Baby T to the Stolls, and requested timetable from CWA as to when this would be done.
77. CWA finally released Baby T to the Stolls on December 6, 2007.
78. Over 7 months elapsed between the time that CWA agreed to immediately give custody of Baby T to the Stolls, and when this was actually done.
79. During this time, Baby T remained in an Ethiopian orphanage controlled by CWA.
80. The present custody of Baby E, Baby A, and Baby T is not in dispute by any party or entity.

- 81. At all times pertinent hereto, employees, contractors, and/or agents of CWA were acting within the course and scope of their employment, contract, and /or agency with CWA.
- 82. CWA is bound by the actions and/or omissions of its employees and agents and are liable to the Stolls for their damages through the application of the doctrine of Respondeat Superior.
- 83. As a result of the acts and/or omissions of CWA as set forth elsewhere in this complaint, the Stolls have suffered injuries, damages, and losses including, but not limited to attorney fees and legal costs, lost wages, and additional adoption and travel expenses.
- 84. The Stolls have also suffered from psychological damage and severe emotional distress.
- 85. Venue is proper in this Court since Defendant CWA is a resident of another state, pursuant to Rule 98-C; because Defendant CWA regularly conducts business in Colorado, as stated above, and because the contract for the adoption was signed in the state of Colorado by the Stolls, who are and were Colorado residents.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

- 86. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 87. As memorialized by the written agreement (attached hereto as Exhibit A), CWA promised the Stolls to act as the Stolls' adoption agency.
- 88. In return and as consideration for CWA's contractual promise, the Stolls agreed to pay the fees required by the contract, and have done so.
- 89. CWA breached its contractual promises, and the Stolls consequentially suffered damages as set forth elsewhere in this complaint.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

SECOND CLAIM FOR RELIEF
(Breaches of Implied Covenant of Good Faith)

- 90. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 91. CWA owed as an implied covenant, an obligation of good faith and fair dealing.

- 92. CWA had a duty to perform the terms of the contract in good faith, and CWA had a concomitant duty to refrain from doing things that would deprive the Stolls of the reasonable and mutually anticipated benefits of those agreements.
- 93. CWA's course of conduct towards the Stolls constituted bad faith and was in breach of the implied covenant of good faith and fair dealing.
- 94. CWA's conduct deprived the Stolls of the reasonable expectation of benefiting from the contract, as described above.
- 95. CWA's breach of the implied covenant of good faith and fair dealing caused the Stolls losses and consequential damages in amounts to be proven at trial.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or breach of contract and / or good faith, and any other relief the Court deems just and proper.

THIRD CLAIM FOR RELIEF
(Negligent Misrepresentation)

- 96. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 97. CWA negligently gave false information to the Stolls.
- 98. The Stolls relied upon such information.
- 99. This reliance was a cause of physical harm to the persons and property of the Stolls.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

FOURTH CLAIM FOR RELIEF
(Fraudulent Misrepresentation)

- 100. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 101. CWA made false representations of past or present facts.

- 102. The facts were material.
- 103. At the time the representation was made, CWA: knew the representation was false; or was aware that it did not know whether the representation was true or false.
- 104. CWA made the representation with the intent that the Stolls would rely on the representation.
- 105. The Stolls relied on the representation.
- 106. The Stolls' reliance was justified.
- 107. This reliance caused injuries, damages, and losses to the Stolls.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

FIFTH CLAIM FOR RELIEF
(Civil Conspiracy)

- 108. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 109. CWA and at least one other person agreed, by words or conduct, to accomplish an unlawful goal or accomplish a goal through unlawful means.
- 110. One or more unlawful acts were performed to accomplish the goal or one or more acts were performed to accomplish the unlawful goal.
- 111. The Stolls had injuries, damages, and losses.
- 112. The Stolls' injuries, damages, and losses were caused by the acts performed to accomplish the goal.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

SIXTH CLAIM FOR RELIEF

(Extreme and Outrageous Conduct-Emotional Distress)

- 113. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 114. CWA engaged in extreme and outrageous conduct.
- 115. CWA did so recklessly or with the intent of causing the Stolls severe emotional distress.
- 116. CWA's conduct caused the Stolls severe emotional distress.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

SEVENTH CLAIM FOR RELIEF

(Breach of Fiduciary Duty)

- 117. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
- 118. CWA was acting as a fiduciary of the Stolls with respect to acting as their adoption agency.
- 119. CWA breached a fiduciary duty to the Stolls.
- 120. The Stolls had injuries, damages, and losses.
- 121. CWA's breach of fiduciary duty was a cause of the Stolls' injuries, damages, and losses.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

EIGHTH CLAIM FOR RELIEF

(Negligence)

122. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
123. The Stolls had injuries, damages, and losses.
124. CWA was negligent.
125. CWA's negligence was a cause of the Stolls' injuries, damages, and losses.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

NINTH CLAIM FOR RELIEF
(Nondisclosure or Concealment)

126. The Stolls incorporate by reference the preceding paragraphs as if fully set forth herein.
127. CWA concealed a past or present fact or failed to disclose a past or present fact which it had a duty to disclose;
128. The fact was material;
129. CWA concealed or failed to disclose the fact with the intent of creating a false impression of the actual facts in the mind of the Stolls;
130. CWA concealed or failed to disclose the fact with the intent that the Stolls take a course of action they might not take if they knew the actual facts;
131. The Stolls took such action or decided not to act relying on the assumption that the concealed or undisclosed fact did not exist or was different from what it actually was;
132. The Stolls' reliance was justified; and
133. This reliance caused injuries, damages, and losses to the Stolls.

WHEREFORE, Plaintiff requests:

Judgment against the Defendants in an amount to be determined at trial which is fair and just under the circumstances, together with costs, expert fees, interest from the date of injury and / or contractual breach, and any other relief the Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY

Dated: July 3, 2008

JON SIRKIS, LLC

A duly signed Original is filed in the offices of undersigned counsel

/s/ Jon Sirkis
BY: Jon Sirkis, #35678

Attorney for Plaintiffs

Plaintiff's address:

Caleb and Jessica Stoll
4271 W. 117th Way
Westminster, CO
80031

**PURSUANT TO THE CODE OF SOUTH CAROLINA 15-48-10,
THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION**

**CHRISTIAN WORLD ADOPTION, INC.
A NON-PROFIT CORPORATION
AGENCY AGREEMENT**

1000 Lakeside Drive, Suite 200, Charleston, SC 29401
Phone: 803.744.1234 Fax: 803.744.1235
E-Mail: info@cwadoption.org
C.D. No. 200818566
Reviewed by: Clerk Debra C. Grier

THIS AGENCY AGREEMENT, made this 04 day of April, 2008.

by Jessica Lee Stoll and Colt Lee Stoll
(adoptive parent) (adoptive parent)

of Westminster, CO (hereafter referred to collectively, if appropriate, as
(city & state)

"Adoptive Parent") and CHRISTIAN WORLD ADOPTION, INC., a non-profit corporation, of 111 Ashley Avenue,
Charleston, SC 29401, (hereinafter referred to as "Adoption Agency").

WITNESSETH

WHEREAS, Adoptive Parent desires to engage the services of Adoption Agency toward securing placement of a child from the international community; and

WHEREAS, the parties desire to reach an understanding and to enter into an agreement as to the obligations and responsibilities of each party during the adoption process;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

I. ADOPTIVE PARENT UNDERSTANDS AND ACKNOWLEDGES

- A. Eligibility of Adoptive Parent: Adoption Agency cannot guarantee placement of a child with Adoptive Parent. The Adoption Agency is bound by the laws and standards of the child's country, the United States, the State of South Carolina and the state of residence of the Adoptive Parent and the forwarding home study agency. If it is determined that Adoptive Parent does not meet eligibility requirements for adoption established under domestic or the relevant foreign law, Adoption Agency shall have no further obligation thereunder and shall be entitled to retain such portion of the fees specified herein as shall have been paid at the time such determination is made, as compensation for the services therefore rendered.
- B. Rights of Others: Best efforts also will be made to observe safeguards which exist for the protection of the rights of the birth parent(s).
- C. Matters Beyond Adoption Agency Control: Adoptive Parent is seeking to adopt a child in a society and culture which may be different in many ways from our own. Adoptive Parent acknowledges that there is much in the course of an international adoption which Adoptive Agency has no control, including but not limited to the availability of children in a particular country, political upheaval, dishonest officials, attorneys, facilitators, doctors and orphanage personnel in the country of origin, changes in the law or administrative requirements of the United States or the country of origin which may delay or even preclude the adoption, and delays in processing which frequently occur even without changes in the relevant law. Adoption Agency cannot guarantee the time or success of the adoption process, or that the child referred will be from a particular country.

- D. *Child's Future: Adoption Agency cannot predict or guarantee an adoptive child's present or future intelligence, personality, allergies or other medical problems, learning disabilities, appearance inherited characteristics social, psychiatric, or emotional disorders or other problems which may arise in parenting a child. Medical records and general history for a child may be incomplete or inaccurate and Adoptive Parent is specifically encouraged not to rely on these documents. Reasonable attempt is made to prevent a child with medical problems from being placed as a healthy child; however, there are times when medical conditions are not or cannot be diagnosed in infants and small children, especially under circumstances where the most sophisticated medical practitioners and facilities are not available. There are occasions where misdiagnosis, inaccurate and/or incomplete information exist, or where misrepresentations are made by care givers or medical practitioners in the country of origin. It is the responsibility of the Adoptive Parent at his/her own expense to satisfy himself/herself of the child's physical and mental condition and of any other matter of interest to the Adoptive Parent. It is also possible that a child may become ill during the trip to the United States. These risks are assumed by the Adoptive Parent. Adoption Agency does not guarantee the health, behavior, mental condition or emotional stability of an adoptive child.*
- E. *Anticipated Completion Time: The time from referral, which generally occurs when all preliminary documentation is complete, until the child arrives in the United States depends upon the time needed for the legal procedures in the foreign country, and may be affected by other circumstances, but is usually between four and twelve months. Adoption Agency will attempt to provide more detailed information regarding completion time when the country of origin is determined; although, as stated above, no assurances can be provided in this regard. Adoption Agency does not guarantee the completion time for adoptions.*
- F. *Release of Information: Adoptive Parent specifically gives the right for the Adoption Agency to obtain and release confidential information to any Court, agency or authority, or any other entity or person who in the sole discretion of the Adoption Agency should receive said information in relation to the adoption process. Adoptive Parent agrees to indemnify and hold harmless the Adoption Agency for any harm which may result from the release of any confidential information by the Adoption Agency or its entities or agents.*

II. SERVICES OF ADOPTION AGENCY

The services of Adoption Agency may include and are specifically limited to the following:

- A. *Contact with adoption sources in the foreign countries to obtain information and data concerning available, eligible children.*
- B. *Communication with Adoptive Parent regarding available, eligible children.*
- C. *Assisting with completion and processing of Adoptive Parent's documents to obtain necessary federal, state and foreign pre-adoption approvals.*
- D. *Take such action as required by the Adoptive Parent's State of residence to commence and complete the adoption process, including, if required, re-adoption within and under the laws of such state. Likewise, if the child's birth country requires the adoption be finalized in the United States, the Adoptive Parent will comply.*
- E. *Assisting with coordinating the efforts of attorneys, social workers, judges, orphanages and guides. In the sole discretion of the Adoption Agency, this may include travel to the birth country by Adoption Agency to locate children, obtain licensing and to attempt to resolve any difficulties which may arise. Adoptive Parent understands that none of the above are agents, employees or in any other way connected with the Adoption Agency.*

III. REQUIREMENTS OF ADOPTIVE PARENT

As a material element of this contract, the Adoptive Parent agrees to:

- A. Provide necessary information and documentation in a timely manner for purposes of the adoption process, as well as access for purposes of such home study investigation as is necessary or desirable.
- B. Travel to the foreign country to accept physical custody of the child or at such other times as may be necessary to complete any legal requirements for the foreign country.
- C. To act in a courteous, legal and responsible manner in other countries so as not to endanger future adoptions and others working there.
- D. Take such action as required by the Adoptive Parent's State of resident to commence and complete the adoption process, including, if required, re-adoption within and under the laws of such state. Likewise, if the child's birth country requires that the adoption be finalized in the United States, the Adoptive Parent will comply. The Adoptive Parent is responsible for arranging for and paying the costs and all related expenses of such process, as well as for securing the child's United States citizenship. Adoptive Parent agrees to furnish Adoption Agency with a copy of the final adoption decree within seven (7) days after the adoption is finalized.
- E. Provide the necessary post-adoption reports and information as required by foreign or local courts or agencies within six (6) months of the completed adoption.

IV. ADOPTION AGENCY FEES

Adoptive Parent will pay the Adoption Agency the fees hereinafter set forth for the services rendered by the Adoption Agency, subject to the conditions recited herein. *Payment of these fees are not contingent upon the completed adoption.*

- A. Basic Fee: Five Thousand Two Hundred and no/100 (\$5,200.00) Dollars (the "Basic Fee"), payable as follows:
 1. Application Fee: Two Hundred and no/100 (\$200.00) Dollars paid at the time of Adoptive Parent's registration with Adoption Agency. This is a non-refundable fee. The Application Fee will be waived for the Adoptive Parent who has previously completed an adoption through the Adoption Agency.
 2. Initial Processing Fee: Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars paid when the Adoptive Parent submits Adoption Agency Agreement and before any work is done by the Adoption Agency. This is a non-refundable fee.
 3. Final Processing Fee: Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars paid when the Adoption Parent submits completed documents to the Adoption Agency for final processing before submission to Foreign Government. This is a non-refundable fee.

If a particular referred child's adoption is not finalized for reasons *other than at the request of the Adoptive Parent or beyond the Adoption Agency's control*, the Adoption Agency will attempt to refer another child who satisfied the Adoptive Parent's criteria as soon as possible. The Basic Fee will be applied to a second referral. In such situations, the Adoption Agency *cannot* refund any fee paid to foreign attorneys, authorities or any other person.

- B. **Applicable Translation and/or Program Fees:** To be paid by Adoptive Parent to the Adoption Agency.
- C. **Home Study Investigation Fee:** To be paid by the Adoptive Parent to the Adoption Agency, if the Adoptive Parent lives in North Carolina or South Carolina and the Home Study is prepared by a representative of the Adoption Agency. Fee varies according to the Adoptive Country's requirements.
- D. **Post-Adoption Fee:** Five Hundred and no/100 (\$500.00) Dollars will be paid by the Adoptive Parent to the Adoption Agency for the processing of information required by the Adoption Agency and the sending country.
- E. **Post-Adoption Report Fees:** To be determined by the Certified Investigator and to be paid by the Adoptive Parent.
- F. **Unrelated Child Fee:** Additional Agency Fee of Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars will be paid by the Adoptive Parent to the Adoption Agency if the Adoptive Parent chooses to adopt an additional child who is not a sibling (unrelated).
- G. **Non-Resident Fee:** One Thousand and no/100 (\$1,000.00) Dollars will be paid by the Adoptive Parent to the Adoption Agency if the Adoptive Parent's primary place of residence is outside of the United States during the adoption process. This is a non-refundable fee.

V. OTHER FEES AND EXPENSES

- A. **Documentation and Legal Expenses:** The Adoptive Parent will be responsible for the cost of obtaining the approval of the correct notary, county clerk, Secretary of State, U.S. Bureau of Citizenship and Immigration Services costs, as well as the cost of the child's passport, visa and citizenship, and any other documentation or procedures necessary to facilitate the adoption of the child, including all attorneys' fees, domestic and foreign. These payments shall be made by the Adoptive Parent to the domestic and international parties as due. These fees are non-refundable.
- B. **International Expenses:**
 - 1. **International Fees** vary with the child's country of origin and include such items as attorneys' fees, court costs, translator service fees, and legal processing fees. Once the country of origin is determined, Adoption Agency will attempt to provide the Adoptive Parent with a reasonable estimate of what these fees are likely to be, although such amount cannot be guaranteed. The Adoptive Parent will pay the International Fees agreed upon and directed by the Adoption Agency. Fifty percent (50%) of the International Fees must be paid by the Adoptive Parent upon referral of the child. The remaining balance of International Fees will be due before the Adoptive Parent travels to the child's country or the child is escorted to the United States. Since these fees are passed on to other countries and parties, the Adoption Agency cannot refund nor has the ability to secure the refund of these fees.
 - 2. **Travel to and from the child's country** and the cost of the food and lodging while in the child's country will be paid by the Adoptive Parent. Any travel arrangements are to be scheduled by the Adoptive Parent and are not guaranteed by the Adoption Agency, although Adoption Agency will assist with such arrangements when possible. The time estimated in the foreign country is the minimum time for processing the necessary legal paperwork, and on occasion more time is required. Adoption Agency assumes no responsibility for delays, re-scheduling or lengthened stays in the foreign country.

- C. **Child's Expenses:** Custody of the child is given to the Adoptive Parent or the child's authorized escort in the foreign country. All food, clothing, medical needs and medical insurance will thereupon become the Adoptive Parent's responsibility to provide for the child during this time. If the Adoptive Parent decides to leave the child in foster care and return to the United States while the adoption process is finalized, the Adoptive Parent will continue to be responsible for these aforementioned items and expenses during his absence.
- D. **Miscellaneous Expenses:** Each adoption is unique and is impossible to predict all potential scenarios, therefore, it is possible that miscellaneous expenses will arise particular to a specific adoption, an example of which would be translation and/or program fees which will be required to be paid by the Adoptive Parent to the Adoption Agency.

VI. REJECTION OF CHILD

The Adoptive Parent has the right to reject the adoption of any child at any time prior to completion of the adoption process subject to the following provision:

- A. **Medical Problem:** In the event that a medical problem is discovered after the Adoptive Parent travels to the foreign country, the Adoptive Parent must immediately notify the Adoption Agency so that physicians mutually acceptable to both the Adoptive Parent and the Adoption Agency can determine the extent of the problem. If the physicians detect and identify a medical problem and the Adoptive Parent elects not to accept the child prior to receiving legal custody, the Adoption Agency may apply the Basic Fee paid by the Adoptive Parent (adjusted for travel and miscellaneous expenses incurred by the Adoption Agency) to the adoption of another child. If medical problems are discovered as stated above, the Adoption Agency cannot refund foreign fees as described in Section IV, Item A above.
- B. **Other Reasons:** *Other than rejections for medical reasons as described above, rejection by an Adoptive Parent constitutes a forfeiture of all monies paid.*

VII. SUSPENSION OR CANCELLATION OF AGENCY AGREEMENT

Adoption Agency: Adoption Agency may cancel the Agency Agreement with the Adoptive Parent if the Adoptive Parent fails to carry out his duties as explained herein, such failure constitutes a material breach of this contract, or if it is found that the Adoptive Parent has provided false or misleading information to the Adoption Agency or governmental and adoption authorities in the United States or foreign country. Any monies paid by the Adoptive Parent to the Adoption Agency will be non-refundable.

VIII. HOLD HARMLESS

- A. Recognizing the risks and uncertainties attendant to the process of international adoption, referred to herein, the Adoptive Parent hereby agrees to and hereby does, release and agree to indemnify and hold harmless the Adoption Agency, its directors, officers, agents, advisors, and employees from and with respect to any claims, actions, suits, or damages of any nature whatsoever arising from or pertaining to the adoption process.

B. Arbitration: As further inducement, in consideration for this contract to provide adoption services, the parties hereto agree that it is part of this contract that all claims, disputes, in any controversy between the Adoption Agency and Adoptive Parent arising out of or relating in anyway to the parties, including but not limited to claims for equitable relief, claims based on contract, tort, statute, warranty, or alleged breach, default, negligence, fraud, misrepresentation or suppression of fraud, fact or inducement, will be resolved subject to binding arbitration by submitting the issues in question to the Christian Conciliation Services who shall apply the law of the State of South Carolina. Furthermore, the cost of the arbitration shall be borne by the losing party. Each party may be represented by an attorney and each party will bear the cost of their attorney representation.

IX. SEVERABILITY

If any of the terms or conditions of this agreement are found to be illegal or unconscionable by court of competent jurisdiction (to specifically include appropriate arbitrator), the remaining terms and conditions of this agreement shall stay in full force and effect.

X. ENTIRE UNDERSTANDING

This agreement contains the entire understanding between the Adoption Agency and the Adoptive Parents and supersedes all previous agreements regarding the relative responsibilities of the parties, whether oral or in writing. This agreement cannot be modified or terminated except in accordance with its terms by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year written beside the name of each.

[Signature] Adoptive Father Signature James M. Salas Witness 04/04/06 Date

[Signature] Adoptive Mother Signature James M. Salas Witness 04/04/06 Date

[Signature] President, Christian World Adoption Pat Hendoch Witness 4-10-06 Date

Christian World Adoption Client's Rights Policy

We are pleased that you have selected to work with Christian World Adoption as you pursue international adoption. As our client, you are entitled to:

1. Be informed of your rights as a client of CWA upon receipt of your Adoption Planner to ask about our professional qualifications, our fee policy, our policies and procedures and suggest how they might be improved.
2. Ask about our grievance procedure, which entitles you to the following: If you have a complaint or are not satisfied with the service that you are receiving, you should first address this with your Case Manager in writing. If this fails to satisfy you, please ask for an appointment with your Case Manager's supervisor in writing. Please include your concerns in this letter. If you are still not satisfied, you may ask for an appointment to see the Executive Director or Chief Financial Officer. No client who utilizes the grievance procedure to make a complaint will be retaliated against in any way.
3. Christian World Adoption making every effort to protect your privacy and confidentiality. The adoption process is confidential with the following exceptions. As professionals we are required to report possible child abuse, suicidal intentions or homicidal intentions to the appropriate authorities.
4. Christian World Adoption making every effort to respect each client's right to self-determination unless the exercise of such a right by a client occasions actual or potential harm to a child.
5. Refuse any service offered to you by Christian World Adoption.
6. Know that case records may be reviewed by our accreditation body, state and federal funding sources, medical consultants, supervisory personnel, and quality assurance personnel for the purpose of evaluating our services to you. In some instances they may contact you directly to inquire about service you received and verify information.

I/we have reviewed the client's rights policy and have been given an opportunity to ask questions and voice concerns. I/we have also been informed that this document and any other CWA client information is available for the hearing or visually impaired upon request.

Colt Lee Stoll _____ 04/04/06
 Adoptive Father Date

Jessica Lee Stoll _____ 04/04/06
 Adoptive Mother Date

Donna Harding _____ 4-10-06
 CWA Program Director/Manager Date