

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Case No. 08-CV-01798-RPM-MEH

CALEB STOLL AND JESSICA STOLL,

Plaintiffs,

v.

CHRISTIAN WORLD ADOPTION, a foreign non-profit corporation, and
CHRISTIAN WORLD ADOPTION FOUNDATION, INC., a foreign non-profit
corporation,

Defendants

ANSWER AND JURY DEMAND

The Defendants, Christian World Adoption and Christian World Adoption Foundation, Inc., by and through their attorneys, Nathan, Bremer, Dumm & Myers, P.C., as and for their Answer to Plaintiffs' Complaint and Jury Demand ("the Complaint"), state and allege as follows:

1. The Defendants deny the allegations contained in paragraph 1 of Plaintiffs' Complaint.

2. With reference to the allegations contained in paragraph 2 of Plaintiffs' Complaint, upon information and belief, the allegations are admitted.

3. Upon information and belief, the Defendants admit the allegations contained in paragraph 3 of the Plaintiffs' Complaint.

4. With reference to the allegations contained in paragraph 4 of the Plaintiffs' Complaint, upon information and belief, the allegations are admitted.

5. With reference to the allegations contained in paragraph 5 of the Plaintiffs' Complaint, the Defendants admit that Christian World Adoption ("CWA") is a non profit corporation whose principal place of business is 111 Ashley Avenue,

Charleston, South Carolina 29401. Any remaining allegations contained in this paragraph are denied.

6. With reference to the allegations contained in paragraph 6 of the Plaintiffs' Complaint, the Defendants admit that Christian World Foundation, Inc. is a non profit corporation whose principal place of business is 270 West Coleman Blvd., Mt. Pleasant, South Carolina 29464. Any remaining allegations contained in this paragraph are denied.

7. The Defendants admit the allegation contained in paragraph 7 of Plaintiffs' Complaint.

8. With reference to the allegations contained in paragraph 8 of the Plaintiffs' Complaint, the Defendants admit that CWA is licensed and regulated by the State of South Carolina as a child placing agency. Any remaining allegations contained in this paragraph are denied.

9. With reference to the allegations contained in paragraph 9 of the Plaintiffs' Complaint, the Defendants admit that CWA is also licensed and regulated by the State of North Carolina as a child placing agency. Any remaining allegations contained in this paragraph are denied.

10. With reference to the allegations contained in paragraph 10 of the Plaintiffs' Complaint, the Defendants admit that CWA's international adoptions are regulated by both U.S. and international law, including the Hague Treaty, although Ethiopia is not a signer of the Hague Treaty. Any remaining allegations contained in this paragraph are denied.

11. The Defendants admit the allegations contained in paragraph 11 of Plaintiffs' Complaint.

12. With reference to the allegations contained in paragraph 12 of the Plaintiffs' Complaint, CWA avers that the terms "fiduciary responsibility and relationship" are a legal term of art. The Defendants admit that CWA has a contractual

agreement with its clients. Any remaining allegations contained in this paragraph are denied.

13. With reference to the allegations contained in paragraph 13 of the Plaintiffs' Complaint, CWA admits that it has facilitated adoptions involving residents of the State of Colorado and has executed contracts with clients in Colorado, that CWA has an internet site and that occasionally meetings are held in Colorado during which information is provided to interested parties. All remaining allegations contained in this paragraph are denied.

14. With reference to the allegations contained in paragraph 14 of the Plaintiffs' Complaint, upon information and belief, the Plaintiffs may have attended a meeting regarding adoption on or about February 11, 2006.

15. With reference to the allegations contained in paragraph 15 of the Plaintiffs' Complaint, the Defendants admit that Jennifer Peterson executed an adoption advisor agreement with CWA and worked as an independent contractor. Ms. Peterson may have provided information about CWA to other parties. The Defendants are currently uninformed as to the remaining allegations contained in this paragraph and therefore, at this time, deny the same.

16. With reference to the allegations contained in paragraph 16 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time deny the same.

17. With reference to the allegations contained in paragraph 17 of the Plaintiffs' Complaint, the Defendants admit that CWA and the Plaintiffs executed an agency agreement in April, 2006¹. The Defendants aver that the agency agreement speaks for itself. Any remaining allegations contained in this paragraph are denied.

¹ The referenced Agency Agreement is attached hereto as Exhibit A.

18. With reference to the allegations contained in paragraph 18 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

19. With reference to the allegations contained in paragraph 19 of the Plaintiffs' Complaint, the Defendants aver that the agency agreement speaks for itself. Any remaining allegations contained in this paragraph which are inconsistent with the terms of the agency agreement are denied.

20. With reference to the allegations contained in paragraph 20 of the Plaintiffs' Complaint, the Defendants admit that the Stolls paid CWA \$13,370.00 for adoption services for two children. The Defendants are currently uninformed as to the remaining allegations contained in this paragraph and therefore, at this time, deny the same.

21. With reference to the allegations contained in paragraph 21 of the Plaintiffs' Complaint, the Defendants admit that Christian World Adoption Ethiopia is an international affiliate of CWA. All remaining allegations contained in this paragraph are denied.

22. With reference to the allegations contained in paragraph 22 of the Plaintiffs' Complaint, the Defendants admit that Christian World Adoption Ethiopia and Children's Cross Connections Ethiopia may have assisted in the Plaintiffs' adoption. The Defendants further admit that Christian World Adoption Ethiopia is an international affiliate of CWA. All remaining allegations contained in this paragraph are denied.

23. The Defendants deny the allegations contained in paragraph 23 of the Plaintiffs' Complaint.

24. The Defendants admit the allegations contained in paragraph 24 of the Plaintiffs' Complaint.

25. With reference to the allegations contained in paragraph 25 of the Plaintiffs' Complaint, the Defendants admit that Baby E, as identified by the Plaintiffs, was originally referred to be adopted by Couple P².

26. With reference to the allegations contained in paragraph 26 of the Plaintiffs' Complaint, the Defendants admit that Couple P actually adopted Child A, as referenced by the Plaintiffs.

27. With reference to the allegations contained in paragraph 27 of the Plaintiffs' Complaint, the Defendants deny that CWA ever knowingly presented false information or documents.

28. The Defendants deny the allegations contained in paragraph 28 of Plaintiffs' Complaint.

29. The Defendants deny the allegations contained in paragraph 29 of the Plaintiffs' Complaint.

30. With reference to the allegations contained in paragraph 30 of the Plaintiffs' Complaint, the Defendants aver that CWA never knowingly encouraged the Plaintiffs to give false information to the United States Consulate. Any remaining allegations contained in this paragraph are denied.

31. With reference to the allegations contained in paragraph 31 of the Plaintiffs' Complaint, the Defendants admit that the Plaintiffs adopted a different child than the one originally referred to them and that there was, unbeknownst to the Defendants, incorrect information on documents that Baby E used to enter the country.

32. The Defendants admit the allegations contained in paragraph 32 of the Plaintiffs' Complaint.

33. With reference to the allegations contained in paragraph 33 of the Plaintiffs' Complaint, upon information and belief, the Defendants admit that on or about

² In an attempt to provide privacy for those not directly involved in this litigation, the Defendants are referring to the other family referenced by the Plaintiffs as "Couple P".

February 3, 2007, Couple P returned to the United States with a child they believed to be Baby E, using immigration documents provided as part of the adoption.

34. The Defendants admit the allegations contained in paragraph 34 of the Plaintiffs' Complaint.

35. With reference to the allegations contained in paragraph 35 of the Plaintiffs' Complaint, the Defendants admit that Couple P actually returned to the U. S. with Baby A, who was the child originally referred to the Plaintiffs for adoption.

36. With reference to the allegations contained in paragraph 36 of the Plaintiffs' Complaint, the Defendants admit that on or about February 4, 2007, the Plaintiffs arrived in Ethiopia with the intention of bringing home two children they were adopting, Baby S³ and Baby A. The Defendants also admit that the adoption of Baby S is not at issue in this case. Any remaining allegations contained in this paragraph are denied.

37. With reference to the allegations contained in paragraph 37 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

38. With reference to the allegations contained in paragraph 38 of the Plaintiffs' Complaint, the Defendants admit that information is provided to adoptive parents, such as the Plaintiffs, but avers that CWA is sometimes unable to confirm the accuracy of such information. The Defendants aver that the information provided to the Plaintiffs is contained in the adoption records and speaks for itself.

39. With reference to the allegations contained in paragraph 39 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

³ In an attempt to provide privacy for the other child adopted by the Plaintiffs, the Defendants refer to that child as "Baby S".

40. With reference to the allegations contained in paragraph 40 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

41. With reference to the allegations contained in paragraph 41 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

42. With reference to the allegations contained in paragraph 42 of the Plaintiffs' Complaint, the Defendants admit that there was an email exchange between the Plaintiffs and Tracy Froidcoeur on or about February 6, 2007. The Defendants aver that the emails speak for themselves. Any remaining allegations contained in this paragraph are denied.

43. With reference to the allegations contained in paragraph 43 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

44. With reference to the allegations contained in paragraph 44 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

45. With reference to the allegations contained in paragraph 45 of the Plaintiffs' Complaint, the Defendants admit that upon learning of the Plaintiffs' concerns, Tracy Froidcoeur contacted Couple P's case manager, Michelle Gardner, regarding the Plaintiffs' concerns and that more information would be provided once it became available. Any remaining allegations contained in this paragraph are denied.

46. With reference to the allegations contained in paragraph 46 of the Plaintiffs' Complaint, the Defendants admit that CWA initially contacted Couple P to inform them of the Plaintiffs' concerns and eventually informed Couple P that they had a different child than the one originally referred to them.

47. With reference to the allegations contained in paragraph 47 of the Plaintiffs' Complaint, upon information and belief, the Defendants admit the allegations contained therein.

48. With reference to the allegations contained in paragraph 48 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

49. With reference to the allegations contained in paragraph 49 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

50. With reference to the allegations contained in paragraph 50 of the Plaintiffs' Complaint, the Defendants admit that Ms. Froidcoeur, relying in good faith on the information provided by the Christian World Adoption Ethiopia staff, informed the Plaintiffs she believed they had the correct child.

51. With reference to the allegations contained in paragraph 51 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

52. With reference to the allegations contained in paragraph 52 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same. The Defendants specifically deny any allegation or implication of known wrongdoing by CWA.

53. With reference to the allegations contained in paragraph 53 of the Plaintiffs' Complaint, the Defendants admit that the child who originally returned with the Plaintiffs to the United States, Baby E, was the baby originally referred to Couple P for adoption.

54. Upon information and belief, the Defendants admit the allegations contained in paragraph 54 of the Plaintiffs' Complaint.

55. The Defendants deny the allegations contained in paragraph 55 of the Plaintiffs' Complaint.

56. With reference to the allegations contained in paragraph 56 of the Plaintiffs' Complaint, upon information and belief, the Defendants admit the allegations contained therein.

57. With reference to the allegations contained in paragraph 57 of the Plaintiffs' Complaint, the Plaintiffs revoked CWA's power of attorney. The Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

58. With reference to the allegations contained in paragraph 58 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

59. With reference to the allegations contained in paragraph 59 of the Plaintiffs' Complaint, the Defendants admit that because of incorrect documentation, Baby T remained in Ethiopia for a period of time prior to custody being transferred to the Plaintiffs while efforts were being made to correct the paperwork for both children involved.

60. With reference to the allegations contained in paragraph 60 of the Plaintiffs' Complaint, the Defendants admit, upon information and belief, that on or about May 3, 2007, the Ethiopian court refused CWA's motion to revoke the adoption of Baby T.

61. With reference to the allegations contained in paragraph 61 of the Plaintiffs' Complaint, the Defendants admit that at a point in time the Plaintiffs decided to adopt Baby T.

62. With reference to the allegations contained in paragraph 62 of the Plaintiffs' Complaint, the Defendants admit that on or about April 7, 2007, the Plaintiffs wrote a letter to CWA. The Defendants aver that that letter speaks for itself.

63. With reference to the allegations contained in paragraph 63 of the Plaintiffs' Complaint, the Defendants admit that on or about April 17, 2007, CWA responded via email to the Plaintiffs. The Defendants aver that that email speaks for itself.

64. With reference to the allegations contained in paragraph 64 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

65. With reference to the allegations contained in paragraph 65 of the Plaintiffs' Complaint, the Defendants aver that until legal issues involving Baby T were resolved it was not legally authorized to turn over custody of Baby T to the Plaintiffs or their representatives. Any remaining allegations inconsistent with this statement are denied.

66. With reference to the allegations contained in paragraph 66 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

67. With reference to the allegations contained in paragraph 67 of the Plaintiffs' Complaint, the Defendants aver that until legal issues involving Baby T were resolved it was not legally authorized to turn over custody of Baby T to the Plaintiffs or their representatives. Any remaining allegations inconsistent with this statement are denied.

68. With reference to the allegations contained in paragraph 68 of the Plaintiffs' Complaint, the Defendants, upon information and belief, admit that Plaintiffs retained one or more attorneys to assist them. Any remaining allegations contained in this paragraph are denied.

69. With reference to the allegations contained in paragraph 69 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

70. With reference to the allegations contained in paragraph 70 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

71. With reference to the allegations contained in paragraph 71 of the Plaintiffs' Complaint, upon information and belief, the Defendants admit the allegations contained therein.

72. With reference to the allegations contained in paragraph 72 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

73. With reference to the allegations contained in paragraph 73 of the Plaintiffs' Complaint, the Defendants aver that until legal issues involving Baby T were resolved it was not legally authorized to turn over custody of Baby T to the Plaintiffs or their representatives. Any remaining allegations inconsistent with this statement are denied.

74. With reference to the allegations contained in paragraph 74 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

75. With reference to the allegations contained in paragraph 75 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

76. With reference to the allegations contained in paragraph 76 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

77. With reference to the allegations contained in paragraph 77 of the Plaintiffs' Complaint, Defendants admit that custody was transferred on December 6, 2007.

78. With reference to the allegations contained in paragraph 78 of the Plaintiffs' Complaint, the Defendants admit that there was a period of time between when the mistake was realized and when the applicable parties could legitimately and legally provide the Plaintiffs with custody of Baby T.

79. With reference to the allegations contained in paragraph 79 of the Plaintiffs' Complaint, the Defendants admit during the time that there were legal issues involving Baby T, Baby T remained in an Ethiopian orphanage. All remaining allegations contained in this paragraph are denied.

80. The Defendants admit the allegations contained in paragraph 80 of Plaintiffs' Complaint.

81. With reference to the allegations contained in paragraph 81 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

82. With reference to the allegations contained in paragraph 82 of the Plaintiffs' Complaint, the Defendants aver that this paragraph contains a legal conclusion. The Defendants aver that the legal doctrine of *respondeat superior* speaks for itself. Any remaining allegations contained in this paragraph are denied.

83. With reference to the allegations contained in paragraph 83 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

84. With reference to the allegations contained in paragraph 84 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

85. With reference to the allegations contained in paragraph 85 of the Plaintiffs' Complaint, the Defendants admit that CWA is incorporated in another state and has its principal place of business in another state, but that it has had contact with the

Plaintiffs, who reside in Colorado. The Defendants aver that this lawsuit should have been brought in South Carolina and the Defendants reserve the right to dispute venue.

86. With reference to the allegations contained in paragraph 86 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

87. With reference to the allegations contained in paragraph 87 of the Plaintiffs' Complaint, the Defendants aver that the agency agreement speaks for itself. Any remaining allegations contained in this paragraph which are inconsistent with the agency agreement are denied.

88. With reference to the allegations contained in paragraph 88 of the Plaintiffs' Complaint, the Defendants admit that the Plaintiffs have paid fees to CWA pursuant to the agency agreement.

89. The Defendants deny the allegations contained in paragraph 89 of the Plaintiffs' Complaint.

90. With reference to the allegations contained in paragraph 90 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

91. With reference to the allegations contained in paragraph 91 of the Plaintiffs' Complaint, the Defendants aver that this paragraph seeks a legal conclusion and therefore, at this time, deny the same.

92. With reference to the allegations contained in paragraph 92 of the Plaintiffs' Complaint, the Defendants aver that this paragraph seeks a legal conclusion and therefore, at this time, deny the same. The Defendants explicitly deny any implication that they failed to act in good faith.

93. The Defendants deny the allegations contained in paragraph 93 of the Plaintiffs' Complaint.

94. The Defendants deny the allegations contained in paragraph 94 of the Plaintiffs' Complaint.

95. The Defendants deny the allegations contained in paragraph 95 of the Plaintiffs' Complaint.

96. With reference to the allegations contained in paragraph 96 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

97. The Defendants deny the allegations contained in paragraph 97 of the Plaintiffs' Complaint.

98. The Defendants deny the allegations contained in paragraph 98 of the Plaintiffs' Complaint.

99. The Defendants deny the allegations contained in paragraph 99 of the Plaintiffs' Complaint.

100. With reference to the allegations contained in paragraph 100 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

101. The Defendants deny the allegations contained in paragraph 101 of the Plaintiffs' Complaint.

102. The Defendants deny the allegations contained in paragraph 102 of the Plaintiffs' Complaint.

103. The Defendants deny the allegations contained in paragraph 103 of the Plaintiffs' Complaint.

104. The Defendants deny the allegations contained in paragraph 104 of the Plaintiffs' Complaint.

105. The Defendants deny the allegations contained in paragraph 105 of the Plaintiffs' Complaint.

106. The Defendants deny the allegations contained in paragraph 106 of the Plaintiffs' Complaint.

107. The Defendants deny the allegations contained in paragraph 107 of the Plaintiffs' Complaint.

108. With reference to the allegations contained in paragraph 108 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

109. The Defendants deny the allegations contained in paragraph 109 of the Plaintiffs' Complaint.

110. The Defendants deny the allegations contained in paragraph 110 of the Plaintiffs' Complaint.

111. With reference to the allegations contained in paragraph 111 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

112. The Defendants deny the allegations contained in paragraph 112 of the Plaintiffs' Complaint.

113. With reference to the allegations contained in paragraph 113 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

114. The Defendants deny the allegations contained in paragraph 114 of the Plaintiffs' Complaint.

115. The Defendants deny the allegations contained in paragraph 115 of the Plaintiffs' Complaint.

116. The Defendants deny the allegations contained in paragraph 116 of the Plaintiffs' Complaint.

117. With reference to the allegations contained in paragraph 117 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

118. The Defendants deny the allegations contained in paragraph 118 of the Plaintiffs' Complaint.

119. The Defendants deny the allegations contained in paragraph 119 of the Plaintiffs' Complaint.

120. With reference to the allegations contained in paragraph 120 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

121. The Defendants deny the allegations contained in paragraph 121 of the Plaintiffs' Complaint.

122. With reference to the allegations contained in paragraph 122 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

123. With reference to the allegations contained in paragraph 123 of the Plaintiffs' Complaint, the Defendants are currently uninformed as to the allegations contained therein and therefore, at this time, deny the same.

124. The Defendants deny the allegations contained in paragraph 124 of the Plaintiffs' Complaint.

125. The Defendants deny the allegations contained in paragraph 125 of the Plaintiffs' Complaint.

126. With reference to the allegations contained in paragraph 126 of the Plaintiffs' Complaint, the Defendants incorporate by reference their answers to the allegations incorporated in that paragraph.

127. The Defendants deny the allegations contained in paragraph 127 of the Plaintiffs' Complaint.

128. The Defendants deny the allegations contained in paragraph 128 of the Plaintiffs' Complaint.

129. The Defendants deny the allegations contained in paragraph 129 of the Plaintiffs' Complaint.

130. The Defendants deny the allegations contained in paragraph 130 of the Plaintiffs' Complaint.

131. The Defendants deny the allegations contained in paragraph 131 of the Plaintiffs' Complaint.

132. The Defendants deny the allegations contained in paragraph 132 of the Plaintiffs' Complaint.

133. The Defendants deny the allegations contained in paragraph 133 of the Plaintiffs' Complaint.

134. The Defendants deny each and every other allegation contained in Plaintiffs' Complaint not heretofore specifically admitted.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

All or a portion of Plaintiffs' claims may fail to state a cause of action upon which relief can be granted against the Defendants.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs may have failed to mitigate their damages, if any, as required by law.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims may be barred by the insufficiency of service of process.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs and CWA signed an agreement in which the parties specifically agreed that "all claims, disputes, in any controversy between the Adoption Agency and Adoptive

parents 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” are to be submitted to binding arbitration. A demand for and formal written notice of arbitration has been made by Defense counsel to Plaintiffs’ counsel. Therefore, Plaintiffs lawsuit, and all of the claims contained therein, is barred by the arbitration provision contained in the agency agreement and arbitration should be compelled.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs and CWA signed an agreement in which the parties specifically agreed that the Plaintiffs would “release and agree to indemnify and hold harmless that 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.” Therefore, Plaintiffs’ claims are barred by the hold harmless provision contained in the agency agreement.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims may be barred by the doctrines of waiver and estoppel.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs’ claims may be barred or limited by the agency agreement.

EIGHTH AFFIRMATIVE DEFENSE

The Defendants may be entitled to costs pursuant to the agency agreement.

NINTH AFFIRMATIVE DEFENSE

The Defendants may be entitled to their costs and attorneys’ fees pursuant to statutory and common law authority, including C.R.S. §13-17-101 et. seq.

TENTH AFFIRMATIVE DEFENSE

To the extent that any of Plaintiffs' claims have been brought in equity, those claims may be barred by the doctrine of laches.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' fraudulent misrepresentation claim may be subject to dismissal for failure to plead with specificity pursuant to C.R.C.P. 9(b).

TWELFTH AFFIRMATIVE DEFENSE

Some or all of Plaintiffs' claims may be barred by ratification and/or consent.

THIRTEENTH AFFIRMATIVE DEFENSE

Some of Plaintiffs' claims may be barred because the Defendants exercised legal rights in a permissible manner.

FOURTEENTH AFFIRMATIVE DEFENSE

To the extent that Plaintiffs have assigned or subrogated, by contract or equity, some or all of their rights in this matter, Plaintiffs may not be the real party in interest for all or a portion of the claimed damages and, if so, Plaintiffs may have failed to name and include an indispensable party or parties in whose absence complete relief cannot be accorded to the present parties.

RESERVATION OF OTHER DEFENSES

The Defendants reserve the right to assert other defenses which may be disclosed as discovery and investigation are accomplished and hereby requests leave of Court to amend the written answer, if necessary, at a later date.

WHEREFORE, having fully answered Plaintiffs' Complaint, the Defendants pray that the same be dismissed and denied, that this Court compel arbitration pursuant to the

Agency Agreement, and that the Defendants have judgment against the Plaintiffs for all costs herein expended, for expert witness fees, for attorneys' fees as provided by law, and for such other and further relief as this Court may deem just and proper.

THE DEFENDANTS REQUEST A TRIAL BY JURY OF ALL ISSUES CONTAINED HEREIN WHICH ARE SO TRIABLE.

s/ Marni Nathan Kloster

J. Andrew Nathan, Esq.
Marni Nathan Kloster, Esq.
Nathan, Bremer, Dumm & Myers, P.C.
3900 E. Mexico Avenue, Suite 1000
Denver, CO 80210
*Attorneys for Defendants Christian World
Adoption and Christian World Adoption
Foundation, Inc.*

CERTIFICATE OF SERVICE (CM/ECF)

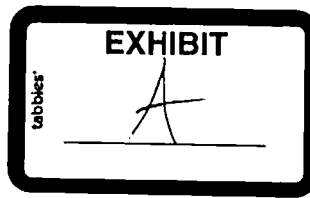
I hereby certify that on September 10, 2008, I electronically filed the foregoing **Answer and Jury Demand** with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following at their e-mail addresses:

Jon Sirkis
Jon Sirkis, LLC
1911 11th Street, Suite 301
Boulder, CO 80302

s/ Marni Nathan Kloster

J. Andrew Nathan, Esq.
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*Attorneys for Defendants Christian World
Adoption and Christian World Adoption
Foundation, Inc.*



**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**

Document
CO Boulder County District Court 20th JD
Filing Date: Jul 3 2008 4:05PM MDT
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THIS AGENCY AGREEMENT, made this 04 day of April, 2006.

by Jessica Lee Stoll and Colin 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 or 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.

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

Jessica Lee Stoll Adoptive Mother Signature James M. Salas Witness 04/04/06 Date

Donna [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.

<i>Edith Lee Stoll</i>	<i>04/10/06</i>
Adoptive Father	Date
<i>Jessica Lee Stoll</i>	<i>04/04/06</i>
Adoptive Mother	Date
<i>Donnae Warding</i>	<i>4-10-06</i>
CWA Program Director/Manager	Date