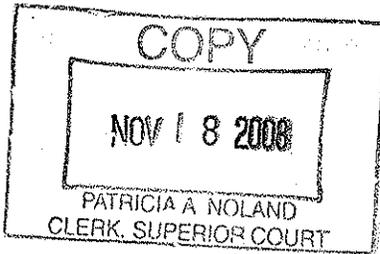


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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF PIMA**

10 STATE OF ARIZONA, *ex rel.*
11 TERRY GODDARD, Attorney
12 General,

13 Plaintiff,

14 vs.

15 Commonwealth Adoptions
International, Inc., Marina Mayhew,
16 individually and as President of
Commonwealth Adoptions, Inc.,
17 Dawn Hill, individually and as
Operations Director of
18 Commonwealth Adoptions, Inc., and
Jim Sellers, individually, James
19 Mayhew, individually, Dan Bish,
20 individually, William Hindelang,
21 individually and as Directors of
Commonwealth Adoptions, Inc.,

22 Defendants.

No. **C 20088045**

**COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF**

Unclassified Civil

JAVIER CHON-LOPEZ

23
24 Plaintiff State of Arizona, by and through its attorney, alleges the following:

25 **JURISDICTION AND VENUE**

26 1. The State of Arizona brings this action pursuant to the Arizona Consumer Fraud
27 Act, A.R.S. § 44-1521 *et seq.*, to obtain restitution, declaratory and injunctive relief, civil
28 penalties, attorneys' fees and costs, investigative expenses and other relief to prevent the

1 unlawful acts and practices alleged in this Complaint and to remedy the consequences of such
2 unlawful practices.

3 2. Venue is proper in Pima County, Arizona.

4 3. The Superior Court has jurisdiction to enter appropriate orders, both prior to and
5 following a determination of liability, pursuant to A.R.S. § 44-1528.

6 **PARTIES**

7
8 4. Plaintiff is the State of Arizona, *ex rel.* Terry Goddard, who was authorized to
9 bring this action under the Arizona Consumer Fraud Act, A.R.S. § 44-1521 *et seq.*

10 5. Commonwealth Adoptions International, Inc. (hereinafter "CAII") is an Arizona
11 corporation that provided domestic and foreign adoption services throughout the United States
12 from approximately October, 1993 to August, 2008. At all times relevant to this action,
13 Defendants Sellers, Bish and J. Mayhew were the directors of CAII, Defendant Hill was the
14 Operations Director of CAII and Defendant M. Mayhew was the President of CAII.

15
16 6. Defendants Marina Mayhew, Dawn Hill, Jim Sellers, Dan Bish and James
17 Mayhew are residents of Pima County, Arizona.

18 7. Defendant William Hindelang is a resident of Oakland County, Michigan.

19 8. Defendants M. Mayhew, Bish, Sellers, Hill, Hindelang and J. Mayhew acted in
20 their individual capacities in all acts alleged herein and also directed, conducted, controlled, or
21 participated in the day-to-day operations of CAII as directors and employees. All acts of CAII
22 are in fact the acts of Defendants.

23
24 9. Whenever in this Complaint reference is made to any act of a Defendant, such
25 reference shall be deemed to mean the acts of each Defendant.

26 **ALLEGATIONS**

27 10. Since approximately October, 1993, Defendant CAII operated an adoption
28

1 agency in Pima County, Arizona. CAII's directors made the decision to stop operating on July
2 31, 2008. CAII continues to have a website offering services. According to Defendant M.
3 Mayhew, three employees continue to work on a volunteer basis.

4 11. Since approximately May 6, 2003 to July 31, 2008, Defendant M. Mayhew
5 served as president of CAII.

6 12. Since approximately July 17, 2003 to July 31, 2008, Defendant Sellers served
7 on the Board of Directors of CAII.

8 13. Since approximately June 30, 2007 to July 31, 2008, Defendant Bish served on
9 the Board of Directors of CAII.

10 14. From approximately July 28, 2005 to July 31, 2008, Defendant J. Mayhew
11 served on the Board of Directors of CAII.

12 15. From approximately June 30, 2007 to July 31, 2008, Defendant Hindelang
13 served on the Board of Directors of CAII.

14 16. Until approximately July 31, 2008, Defendant Hill served as the Operations
15 Manager of CAII.

16 17. Defendants Sellers, Bish, Hindelang and J. Mayhew were responsible for
17 CAII's financial documents and budget.

18 18. Defendant CAII was an adoption agency through which Defendants advertised,
19 offered for sale and sold foreign and domestic adoption services.

20 19. Defendants deceptively induced consumers to enter into contracts to purchase
21 adoption services from them by deceiving consumers into believing they would receive certain
22 services in exchange for the fees consumers paid CAII. See CAII's Contract and Addendums,
23 attached as State's Exhibit A.

24 20. Defendants did not use the fees particular families paid for that family's
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1 adoption. Instead, Defendants pooled the fees, using the incoming fees to pay for other
2 families' adoptions. Consequently, CAII was unable to refund deposits and fees to families
3 who did not receive the services for which they paid.

4 21. Defendant CAII's Adoption Agreement indicated that "[i]n all events, CAII
5 reserves the right to terminate this Agreement and withdraw its services at any time, without
6 notice of explanation, by providing Parent with a full refund of all fees paid through the date of
7 termination." Defendant CAII terminated its contract with most consumers when it ceased
8 operations, but failed to refund consumer's money.
9

10 a. For example, P.L. contracted with CAII to receive services from CAII in a
11 foreign adoption. P.L. requested a refund of the fees remaining in her
12 account, approximately \$11,200.00, after Defendant CAII ceased
13 operations. On August 12, 2008, Defendant Hill told P.L., via email, that
14 "there simply are no monies left to refund to you. In addition, most of your
15 money was used in the services that Commonwealth provided to you – all
16 *except the attorney's fees*. Regardless of that, however, *those fees have been*
17 *used for the other family's adoptions* at this point and *we are unable to*
18 *refund them to you.*" State's Exhibit B (emphasis added).
19

20 b. For example, J.S and C.S. contracted with CAII to receive services from
21 CAII in a foreign adoption. Defendant Hill told J.S. and C.S. that "[n]o
22 monies will be refunded for two reasons – first services for that \$9800 have
23 been successfully provided to you and secondly, there simply and truthfully
24 is no money left to refund to any families. If you must file a complaint
25 legally or otherwise that is your prerogative but unfortunately it will not get
26 you anywhere as there is no money to be gotten." State's Exhibit C.
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c. For example, J.P. contracted with CAII to receive services from CAII in a foreign adoption. J.P. requested a refund of the \$4,435 Program Development and Foreign Fees she paid CAII based on the fact that her new adoption agency was requiring her to pay additional foreign fees. Defendant M. Mayhew replied, "We regret we are not able to issue refunds." State's Exhibit D.

VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT

A. FIRST CLAIM FOR RELIEF

1. The State re-alleges all preceding paragraphs.

2. Beginning in or around 1993, and continuing through July 31, 2008, Defendants, in connection with the sale of adoption services, used or employed deception, deceptive acts or practices, fraud, false pretenses, false promises, misrepresentations or concealment, suppression or omission of material fact with the intent that others rely on such concealment and/or suppression or omission in violation of A.R.S. § 44-1522(A).¹

3. These acts include, but are not limited to, deceptively inducing consumers to enter into contracts to purchase adoption services by deceiving consumers into believing they would receive certain services in exchange for the fees consumers paid CAII. Instead, Defendants used fees paid by one set of adoptive parents to pay for other things including other

¹ A violation of the Consumer Fraud Act means "the act, use or employment by any person of any deception, deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby." A.R.S. 44-1522(A). For purposes of the Consumer Fraud Act, "[m]erchandise" means any objects, wares, goods, commodities, intangibles, real estate, or *services*." A.R.S. § 44-1521(5).

1 families' adoptions.

2 4. Defendants have engaged in a pattern and practice of misrepresentations and
3 deceptive conduct in the sale of goods to consumers.

4 **B. SECOND CLAIM FOR RELIEF**

5 1. The State re-alleges all preceding paragraphs as though fully set forth herein.

6 2. With regard to the foregoing violations, Defendants knew or should have known
7 that the above acts and practices violated the Consumer Fraud Act, and those violations were,
8 therefore, willful within the meaning of A.R.S. § 44-1531(A).²

9 **PRAYER FOR RELIEF**

10 WHEREFORE, the State respectfully requests that the Court:

11 A. Prohibit Defendants from violating the Consumer Fraud Act, A.R.S. § 44-1521
12 *et seq.*, as it is currently written or as may be amended in the future.

13 B. Prohibit Defendants from conducting any business in, into, or from the State of
14 Arizona, including any adoption business.

15 (1) Enjoin and restrain Defendants permanently from engaging in the course
16 of conduct alleged herein as a violation of A.R.S. § 44-1521 *et seq.* Such conduct
17 includes, but is not limited to, deceptively inducing consumers to enter into contracts to
18 purchase adoption services or any other merchandise.

19 C. Order Defendants, jointly and severally, to restore to all persons any money or
20 property, real or personal, that was acquired by means of any practice alleged herein to be a
21 violation of A.R.S. § 44-1521 *et seq.*, and such additional amounts as may be deemed proper
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25
26 ² “[A] wilful violation occurs when the party committing the violation knew or should have
27 known that his conduct was of the nature prohibited by § 44-1522.” A.R.S. § 44-1531(B).
28

1 by the Court pursuant to A.R.S. § 44-1528(A)(2).

2 D. Order Defendants, jointly and severally, to pay to the State of Arizona a civil
3 penalty of up to \$10,000.00 for each violation of the Arizona Consumer Fraud Act pursuant to
4 A.R.S. § 44-1531.

5 E. Order Defendants, jointly and severally, to reimburse the Attorney General for
6 the costs of investigation and reasonable attorneys' fees pursuant to A.R.S. § 44-1534.

7 F. Order such other and further relief as the Court deems proper.

8 DATED this 18th day of November, 2008.

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TERRY GODDARD
Attorney General



Taren M. Ellis
Assistant Attorney General
Attorneys for Plaintiffs

EXHIBIT A

Commonwealth Adoptions International, Inc. Adoption Agreement

This Agreement is entered into this ____ day, month of _____, year _____, by and between COMMONWEALTH ADOPTIONS INTERNATIONAL, INC., an Arizona non-profit charitable corporation under the Internal Revenue Code 501C-3 ("CAII"), and _____ ("Parent/s"), residing in the city of _____, state of _____, country of _____ with reference to the following facts:

A. Prior to entering into this Agreement, Parent submitted to CAII an Agency Application disclosing personal information along with the child or children preferred. Wherever this agreement refers to a child, the plural is intended if applicable. This application was accepted by CAII and is a material part of this Agreement.

B. Parent's execution of this Agreement is an acknowledgment that Parent has had the opportunity to generally review the procedures and the estimates of timing, costs and the disclosure issues identified in this Agreement and has obtained sufficient information on which to base a decision to pursue a foreign adoption. The parties hereby agree as follows:

1. **Countries.** International adoptions are performed in the country (host country) where the adoptive child is a citizen and Parent and CAII must comply with all laws, rules and regulations therein.

2. **Host Country.** CAII shall provide information in accordance with the laws of the host country on children available for adoption, and will aid Parent to make a commitment to adopt, in a country selected by Parent. A change in host country during the course of the process may be made. Parent will be advised of subsequent changes in costs and timing of the adoption process.

3. **Fees and Expenses.** Parent agrees to pay CAII the fees and expenses in connection with the adoption process per the program payment schedule. CAII's fees are based on the amounts necessary to fully reimburse the costs to CAII, and those payments required to be made in the country of the proposed adoption. Estimated expenses may change during the adoption process. Parent understands that all payments made during the term of this Agreement are earned in full at the time of payment thereof and are not refundable.

4. **CAII Services.** CAII agrees to provide services and to assist Parent in the adoption process as follows:

- a. **Adoptive Parent Interviews.** CAII shall conduct one-on-one interviews in person or by phone to familiarize Parent with the international adoption process. This will occur during the intake process or during a CAII seminar the parent attends.
- b. **Parent Education.** CAII will provide parent education for all parents. Parent education is a requirement by CAII as well as some states which have laws that mandate parent education. CAII will offer (where licensed) parent education classes at least quarterly for parents to attend. If the state does not mandate face to face parent education, and the family lives further than 150 miles from the local CAII office, CAII will offer online parent education modules. CAII's online Parent Education Course is included in the agency fee. Additional fees may be levied where group adoption class or one-on-one training is mandated by state laws. CAII reserves the right to require families to participate in additional education courses, counseling, etc. as deemed necessary.
- c. **Required Documentation.** CAII must work with governmental agencies as part of the adoption process. CAII has no control over governmental agencies and the delivery of necessary documents may be delayed as a result thereof. Government officials handling specific cases may change their requirements, request additional information or take other action, which may delay the proceeding. The governmental officials and foreign attorneys are NOT CAII employees and CAII does not have any authority over these individuals.
- d. **Foreign Medical Examinations.** Each child will receive a medical examination by a foreign physician (before adoption), and by an independent medical facility or physician identified by the U.S. Embassy in the host country, after the adoption has been completed. Parent is solely responsible for the evaluation and acceptance of the diagnosis of the child's condition and is encouraged to consult a doctor of their choice to determine a child's condition from the information provided, including pictures and videotapes where available.

- e. **Child Background Information.** CAII shall obtain and deliver to Parent all reasonably available background information in accordance with the laws of the host country on children identified for adoption including, where possible, medical, ethnic, social and developmental history. Parent understands and acknowledges that the information available to CAII varies from country to country and region to region within countries. CAII has no legal standing to force governmental agencies in foreign countries to provide any information and it cannot guarantee the amount or accuracy of such information. Parent further understands that they will make a decision regarding the child they select from the information available. Upon identification of a specific child, Parent shall execute a Child Referral Agreement Addendum.

5. Home Study Report. Parent shall cause a completed home study in accordance with the law of the Parent's state of residence, (the cost of which is to be borne by parent and are not a part of the fees herein) to be prepared within six (6) months of the date of this Agreement. In the event the home study and required approvals are not completed within the above time period, the home study recommends against adoption, or if a home study lapses prior to adoption and is not timely renewed, or is modified unfavorably, this Agreement and the adoption process shall terminate. Payments and obligations made prior to such termination are due in full and non-refundable, unless otherwise mutually agreed to in writing.

6. Post Placement Reports. Parent agrees to submit post placement reports for a period determined by the host country & CAII, following a completed adoption. CAII shall provide Parent with information concerning such reports and the requirements of the specific host country during the adoption process. Fees for Post Placement reports are not included with the agency fee and they are not paid for by the Post Placement Deposit that is required by CAII. Fees to complete Post Placement Reports will vary based on the parents' identified Home Study/Post Placement Report agency.

7. Proprietary Information. Parent will be provided over the course of the adoption process and during the term of this Agreement, information regarding individuals and administrative contacts in the host country. Parent agrees to hold such information strictly confidential, and will not disclose such information to any party other than Parent's medical and legal advisors, without the prior written consent of CAII. Parent acknowledges and understands that disclosure of such information could result in damages to individuals or disruption of administrative contacts in the country in which the adoption may take place and impair CAII's ability to continue to work on adoptions in such country. Any such disclosure will result in termination of this Agreement and forfeiture of all fees and monies paid prior to the date of such termination in addition to the remedies provided below.

8. Disclosures and Waivers. Execution of this Agreement is an acknowledgment by Parent that the contents of this Agreement have been fully explained to Parent's satisfaction, including, but not limited to the following disclosures and waivers:

- a. **U.S. Immigration.** Any child brought to the United States must qualify for entry under applicable U.S. Citizenship & Immigration Services regulations and obtain the proper documentation. Application to the USCIS is the duty of Parent and while CAII shall provide Parent with assistance to evaluate the qualifications and the necessary documentation, CAII cannot guarantee that every child will qualify. (Should Parent bring child into any other country, it is the duty of Parent to secure proper documentation and approvals.)
- b. **Immunization.** Before traveling in foreign countries, Parent is urged to consult with his or her medical doctor to determine the risk of exposure to diseases in such areas and to prepare for and obtain appropriate immunizations.
- c. **Travel.** During the course of an international adoption the requirements for travel may be provided on very short notice. CAII has no control over the dates selected for judicial proceedings. It is a requirement that Parent appear in the host country on such date. Failure to appear may adversely impact the adoption and the child may become unavailable or additional delays may result. Travel may be primitive and unreliable. There may be unpredictable changes with Parent's travel and CAII cannot guarantee that all accommodations will meet parent's suitability. CAII staff will assist family with making travel arrangements and referring parents to accommodations that previous families have used and had a positive experience. Costs for travel are the responsibility of the Parent. Certain host countries require that their fees and expenses be paid in U.S. currency in clean bills that have not been torn, marked or defaced in any manner. CAII will provide Parent with such information prior to travel in the host country.

- d. **Medical & Physical Condition of Child.** CAII has limited access to information about children available for adoption and is restricted to medical and other records prepared by local physicians and social workers in foreign countries. Therefore, CAII is not in a position to verify the accuracy or reliability of such information. Where possible, CAII obtains video recordings of such children for Parent's observation and use. Parent acknowledges that it is their responsibility to utilize all such reports and videos and to consult with their own physician concerning the mental and physical status of any child referred. CAII agrees to provide Parent and, if requested, his or her physician, all information available to CAII in connection with such children. CAII cannot and does not offer medical advice with respect to a child's health or condition. CAII cannot assure the health and developmental progress of any child. After Parent bring their child home, there may be unexpected health, developmental and cognitive issues that the child experiences.
- e. **Siblings.** Commonwealth agrees to provide Parent with all reasonably available information in accordance with the laws of the host country in regards to the existence of child(ren)'s sibling(s). In rare cases, however, information about additional siblings may become disclosed to Commonwealth after Parent's acceptance of referral without Commonwealth's prior knowledge of the sibling(s)' existence. Parent understands and agrees that in some cases the foreign government may require that the child(ren) are considered eligible for adoption only with the newly disclosed child(ren)'s siblings altogether.
- f. **Change of Child After Acceptance of Referral.** In the event Parent desires to change its selection of a child following a specific child referral and execution of the Child Referral Agreement. CAII will use its best efforts to accommodate a change and Parent acknowledges that this may involve additional charges, which will be disclosed to Parent at the time of request. If Parent desires to change, and the change is agreed to mutually with CAII, Parent shall enter into a new Child Referral Agreement reflecting the change as well as any change in fees and expenses. In certain situations, an older child may decide they do not want to be adopted by parents who had made a commitment to adopt them. Foreign countries and governmental officials may at times consider the requests and wishes of older children and in these situations, may not permit those children to be adopted if that is what they desire. Funds paid to CAII to adopt the child in the above situation are not refundable.
- g. **Information Reliability.** CAII does not and cannot warrant the accuracy of any information received from foreign sources and hereby discloses that past history has indicated that information received is sometimes inaccurate and unreliable. In addition, adopting parents have sometimes been provided with information that was not previously made available to CAII for evaluation, and may be accurate or inaccurate depending upon its source. CAII has no ability to control the availability of such information or verify its accuracy.
- h. **Foreign Adoption Process Uncertain.** Parent fully understands and agrees that an international adoption can be a lengthy and emotional process and that the types, thoroughness and timing of information available during such process can be inconsistent and may make the process lengthy, complex, emotional and frustrating. International adoption can be unpredictable and Parents who are flexible have experienced the most positive adoption experience. International adoption requirements can change from day to day. There is NO guarantee that foreign governments will approve a family for adoption, even if they were already approved by their Home Study Provider, CAII and USCIS. International adoptions generally require a minimum of six (6) months, however, this is a guideline and the process could take much longer. All time frames provided to Parents in regards to their International Adoption are based on guidelines and what CAII has experienced. These timeframes and guidelines cannot be guaranteed. CAII and Parent are subject to the laws of the host country and the adoption will be subject to such laws and any changes in them from time to time. Children identified during the adoption process may be adopted by a family from the host country prior to completion of this process or the child may be denied permission to leave the country for a variety of reasons. CAII can only agree to provide Parent with the most current information available to it from time to time and commit to use its best efforts to keep Parent informed of the status of the adoption process and changes in the laws or procedures as they become known to CAII. Parent expressly agrees that it shall not interfere in the adoption process and shall make no attempts to contact governmental agencies, personal, orphanages or other entities or persons in the host country concerning the Parent's proposed adoption. Parent is urged to contact CAII at all times with questions concerning the status of the adoption, timing, the quality of information or lack thereof, delays and any other concerns relating to the adoption and its status. Parent acknowledges that CAII and its staff, with their knowledge of the host country's laws and customs and their contacts with persons in such countries, are in the best position to try to obtain information from time to time. Any attempt by Parent to become involved in the adoption process may adversely affect Parent's adoption prospects and can damage CAII in its ability to conduct other adoptions. CAII shall have the right to terminate this Agreement, effective immediately, if Parent contacts any entity or person in the host country in connection with the Parent's adoption. In the rare event that an adoption is denied by a judicial court or adoption authority in a foreign country, Parent have the right to appeal, in accordance with the laws of that country. CAII agrees to assist Parent with the appeal process without charging additional fees, whereas Parent will be solely responsible for ALL expenses associated with such process, including legal fees, travel expenses, additional document costs and any other incurred expenses.

- i. **Timely responses.** Parent acknowledges the importance of providing information as requested by CAII from time to time in a prompt manner. Failure to do so may impact the adoption or the availability of an identified child or bring about a termination of this agreement as hereinafter provided.
- j. **Additional Information.** Parent agree to perform due diligence in conducting their own research of political, environmental or other conditions in the country or region of the country they choose to adopt from. We encourage all parents to be vigilant for their own personal security. Travel warnings and consular information can be obtained at <http://www.travel.state.gov> or by calling the U.S. Department of State in Washington, D.C. at (202) 647-5225.

9. **Termination.** This Agreement may be terminated prior to completion of an international adoption as follows:

- a. Parent may terminate this Agreement at any time upon written notice to CAII. In such event, Parent shall be responsible to pay to CAII all fees, costs and expenses incurred pursuant to this Agreement through the date of such termination.
- b. CAII may terminate this Agreement in the event Parent does not make good faith efforts to participate in and complete the adoption process. Parent acknowledges that fees, costs and expenses paid or incurred through the date of such termination are payable in full and shall remain non refundable.
- c. CAII is required by applicable law to provide the adoption services set out herein with the best interests of the child in mind. If CAII determines during the adoption process that it cannot recommend the continuation of the adoption, CAII shall have the right to terminate this Agreement. CAII shall provide Parent and any agency or court charged with approving Parent for adoption with its reasons for such action. Parent acknowledges that fees, costs, and expenses paid or incurred through the date of such termination are payable in full and shall remain non refundable.
- d. In all events, CAII reserves the right to terminate this Agreement and withdraw its services at any time, without notice or explanation, by providing Parent with a full refund of all fees paid through the date of termination.

>>>> Parent Initial _____ Parent Initial _____ <<<<

10. **Waiver of Liabilities.** Parent agrees that international adoption is a process requiring judgments to be made by a variety of individuals, domestic and international government agencies and Parent themselves and that CAII cannot guarantee, promise or estimate the success in any particular process. While CAII agrees to provide to Parent all information in its possession concerning the identified children or the adoption process in the host country which may be useful and material in the adoption process, Parent waives any and all claims against CAII concerning the identified children and the adoption process arising out of or in connection with such adoption process as a result of: (a) completeness of information; (b) the inaccuracy of information; (c) claims relating to travel to, in and from the host country; including any illnesses, disease or physical injuries incurred; (d) mental, cognitive and physical health of the adopted child; and (e) any cause beyond the reasonable control of CAII.

11. **Readoptions & Adoption Finalizations.** An international adoption is a legal process that takes place in the host country. Readoptions & Adoption Finalizations in the U.S. or your home country may be mandatory, depending on your state of residency &/or the country of your adoption. Such Readoption &/or Adoption Finalization process, if required, is not part of the fees or services provided pursuant to this Adoption Agreement and must be completed at the Parent's sole cost and expense. CAII recommends a Readoption following the foreign adoption provided for herein. Adoption Finalization in the U.S. or your home country is needed if the host country only grants you guardianship of the child(ren). Parent is advised to consult their Home Study agency &/or an adoption attorney in their home state as to the necessity or desirability of completing a Readoption or an Adoption Finalization.

12. **Procedures for grievances or complaints.** In the event a complaint arises with regard to the services provided by CAII during the course of the parent's adoption process, the grievance shall be first directed, in writing, to the CAII Branch Office Director, who is in charge of the office where the complainant is being served. As for the AZ office, please write to the attention of the Supervising Social Worker. Response from the Branch Office Director or Supervising Social Worker is to be expected within seven (7) days after receipt of complaint. Thereafter, if the result of the response from the Branch Office Director/Supervising Social Worker is unsatisfactory to the parent, the parent agrees to provide the complaint in writing to the Executive Director of CAII, who will respond to such complaint within ten (10) days. If the parent is not satisfied with the Executive Director's response, the parent is asked to provide the complaint in writing to the Board of Directors of CAII, who will take the matter up at the next scheduled meeting and response can be expected fourteen (14) days thereafter.

13. Enforcement of agreement after completed adoption. The provisions of this entire agreement shall survive the completion of the adoption envisioned by this Agreement and Parent agrees to continue its compliance with the terms hereof. Compliance is absolutely essential since it affects CAII's continuing ability to work with adoption programs in the host country. The failure to provide post placement reports, to register children where required, the disclosure of confidential information, the interference with the administrative process in the host country, the posting of derogatory or proprietary information on the internet, may destroy or severely impact CAII's ability to continue to work with children and other prospective adoptive parents in country. The parties agree that damages for breach of these requirements are difficult to evaluate and that money damages are not sufficient and expressly agree that the obligations hereunder may be enforced through legal action including specific performance and injunction. Parent agrees to pay all reasonable costs and expenses including attorney's fees in connection with any enforcement required hereunder together with the amount of five thousand (\$5,000.00) dollars for each breach or violation of these conditions. This amount is agreed to be liquidated damages resulting from such breach and not a penalty and is a reasonable estimate of the damages that could be caused to CAII.

14. Legal Remedy. In the event, during the course of this agreement, or after completion of the adoption process, either party feels the necessity to revert to judicial proceedings to secure a remedy for any issue, all such proceedings shall be held in a competent court or mutually agreed arbitration proceeding in the County of Pima, State of Arizona.

15. Contract Fees. Parent shall submit to CAII together with this Agreement a non-refundable program contract fee of two thousand dollars (\$2,000.00). The program contract fee is applied to the agency fee payable to CAII pursuant to the terms of this Agreement. Should Parent elect to change from one program to another after 30 days from submitting a contract, but before any dossier documents submitted to CAII, fees paid may be applied to the new program with the exception of \$500. Should Parent elect to change from one program to another after submitting any dossier documents to CAII, fees paid may be applied to the new program with the exception of \$1,000. If the switching of programs occurs after a dossier is already forwarded to the originally chosen foreign country, fees paid may be applied to the new program with the exception of \$2,000.

16. Other Addendums Or Attachments. Documentation may be added and become a part of this agreement in the event that Special Needs/Multiple Adoptions/Sibling Groups or other circumstances require. In that event, this is the controlling document unless expressly mutually agreed to in writing, and all additions will become a part of this agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

COMMONWEALTH ADOPTIONS
INTERNATIONAL, INC., an Arizona
Nonprofit Corporation.

By _____
(CAII authorized signature)

Parent _____

Date _____

Parent _____

Commonwealth Adoptions International, Inc.
 A non-profit child placement agency licensed in AZ, PA, FL & CO

CONSENT TO EXCHANGE INFORMATION

RE: _____
 Name of Family

Address: _____

This signed form is the authority by which I consent to the exchange of information between Commonwealth Adoptions International Inc. and the following persons and/or agencies:

Social Worker Name	Family Physician Name
Agency Name	Practice Name
Address	Address
Phone Number	Phone Number

I understand that the information exchanged will be used solely for the purpose of completing an adoption for the above named family. This consent automatically terminates three years from the date of signature or upon receipt of final post placement report, whichever is sooner.

Signature of Applicant: _____ Date: _____
 (Husband)

Signature of Applicant: _____ Date: _____
 (Wife)

Brazil Contract Addendum

Adoption Procedures

The adoption process is subject to change at any time. Adoptions in Brazil are facilitated by attorneys working under the laws governing child welfare in Brazil. The attorneys and the Brazilian government reserve the right to request clarification or additional information about a prospective parent at any time. Before we can process your contract, you must have paid the general application fee of \$200.

Referral Process

Children of both sexes from age five years and sibling groups are available. Occasionally sibling groups will include a younger child, but this is not predictable. Children from Brazil present mixed racial backgrounds, including Hispanic, African-American, European and indigenous American. Latin American children generally have deeper skin tones than Eastern European children. Most children from Brazil will have dark or African-American complexions. *It is not possible or acceptable to request a specific race or ethnic background, nor is it acceptable to decline a referral on the sole basis of race.* Photographs and medical reports are included with the referral.

Travel

Brazilian adoption requires one trip for approximately 6 weeks. If married, both parents must travel. The child's visa is obtained from the U.S. Embassy in Rio de Janeiro. The family is responsible for any and all expenses incurred during the stay in Brazil, including additional expenses that may arise as a result of any delay in the adoption process.

Post Adoption Reports

Brazilian law requires Post Adoption reports for each child. Two reports are required annually; for a period of two years for each child. These reports must be prepared by a licensed social worker, notarized, state certified, and accompanied by 10 photos. At this time, those reports are to be submitted to Commonwealth's AZ Headquarters at 5, 11, 17 and 23 months, so that they can be received in Brazil at 6, 12, 18 months, and 2 years after the adoption. Brazil may change reporting requirements at any time. Parent acknowledges that in such events of non-compliance by Parent, CAII has the right to use all available option, at CAII's discretion, to pursue Parent's compliance. These options will include, but not limited to, litigation, disclosing Parent's adoption and family information to Brazilian Authorities, and involving the Brazilian Consulates to pursue obtaining Post Adoption Reports from Parent. The state where you reside may also require Post Adoption Reports. You will receive specific instructions regarding Brazil's Post Adoption reporting requirements at the time you complete your adoption.

Program Fee: \$15,000*

*Based on adoption of one child. The total fee to process adoption of one or more siblings, or additional unrelated children: \$13,000, regardless of the total number of children. Families adopted through CAII previously may qualify for a program fee reduction of \$500.

Brazil Program Payment Schedule

Agency fee (due with contract)	\$ 2,000
Dossier Prep. Fee (due within 30 days after contract)	\$ 3,000
Program Dev. & Foreign Fees I (due upon dossier submission)	\$ 5,000
Program Dev. & Foreign Fees II* (due upon Commitment to child)	\$ 5,000
* in the form of cashier check or money order	
Total Program Fee	\$ 15,000

Program Development & Foreign fees are due upon notification by your Case Manager as scheduled.

Failure to meet the payment schedule will result in loss of the referral.

There are no refunds in the event the adoption is terminated.

Initial _____ Initial _____

Estimated Additional Expenses (subject to change without notice)

Airfare per trip (varies w/season) per 1 Adult	\$600-1200	Dossier authentication & certification	\$350-450
Lodging (approx. \$50-\$75)	\$1200+/-	US CIS app fee and fingerprints	\$750-830
Transportation, taxis, etc.	\$700	Home Study fee (CAI)	\$1400
Child's airfare	\$300-600	Agency application fee	\$200
Misc. in-country expenses, Exit Tax	\$800+/-	Post Adoption Reports	\$500-800
Visa & photograph per child	\$390	Child's medical exam by U.S. Embassy	\$100

Commonwealth recommends families travel with additional \$1,500 emergency money.

Adoptive Parent Date

Adoptive Parent Date

Commonwealth Adoptions International, Inc. Date

China Contract Addendum

Adoption Procedures

The adoption process is subject to change at any time. All China adoptions are processed through the China Center of Adoption Affairs (CCAA) in Beijing, China. The CCAA is responsible for approving dossiers and matching prospective parents with a child. The CCAA can issue policy or paperwork changes at any time that may affect or delay your adoption. The CCAA reserves the right to request clarification or additional information about a prospective parent at any time. Before we can process your contract, you must have paid the general application fee of \$200.

Referral Process

The majority of children available for adoption are girls. Healthy infant boys are generally not available. Sibling adoption is rare. Wait time for referral is determined primarily by the CCAA's schedule, workload and policies.

Travel

At this time, China requires prospective parents to make one trip to China. The adoption must take place in the province in which the adoptive child resides. Adoptive families must then travel to the US Consulate in Guangzhou. Wait time from referral to travel can vary, depending on holidays and appointment availability. At this time, only one married parent is required to travel to adopt the child. If only one married parent travels, re-adoption in the USA will be required after your return.

Post Placement Reports

The CCAA requires all adoptive families to submit 3 post-adoption reports within the first year following the adoption of the child. The first report is written by the parents and is due two (2) months after the adoption is finalized. The other two reports must be written by a licensed social worker and the social worker MUST visit the family with the child during the sixth (6th) month and the twelfth (12th) month after the adoption, with the reports submitted to the CAIL Headquarters in Arizona within two (2) weeks of each visit. Four (4) captioned pictures must be submitted with the reports with at least one of the pictures being a group family photo. This is a stringent guideline set forth by CCAA and must be followed explicitly. The CCAA may alter their post-adoption requirements at any time. Failure to comply with China's post-adoption report requirements may place the China program and future adoptions in jeopardy. The state you reside in may also require post adoption reports.

Agency Fee (due with Contract)	\$ 2,000
Dossier Prep. Fee	
(Due within 30 days after contract)	\$ 3,000
Program Dev. & Foreign Fees (due with dossier)	\$ 4,885
Total Program Fee	*\$ 9,885
Refundable Post Adoption Report Deposit**	\$ 600
Total due including PPR Deposit	\$10,485

*All Families are also required to hand carry a mandatory \$3,000 orphanage donation on their trip.

**CAI requires a \$600 deposit against post adoption reports, which is refunded upon receipt of all post adoption reports. This \$600 deposit check should be made out to our partner agency "A Helping Hand" and submitted to your CAI case manager together with your dossier. Any costs associated with legal action by CAI to obtain post adoption reports will be deducted from this post placement deposit.

Estimated Additional Expenses (subject to change without notice):

Airfare per trip (varies w/season) per 1 Adult	\$700-2,000	Home Study	\$850-\$3,000
In-country airfare or train fare per Parent	\$200	US CIS fee and fingerprints	\$615-\$685
In-country airfare per child	\$110-150	Parent's Visa (per Parent)	\$105
Lodging \$50-200 night	\$800	In-country Attorney or Associate Fee	\$300-800
Transportation, taxis, etc.	\$1,000	Child's airfare	\$85-1,500
State certification, misc. document expenses***	\$500-600	Child's medical exam by U.S. Embassy	\$100
Misc. in-country expenses	\$900	Agency Application Fee	\$200
Visa & photograph per child	\$335	Post Adoption Reports	\$500-800
*** these fees are invoiced by CAI as needed		Re-adoption fees (if applicable)	\$500-\$1,000

Commonwealth recommends families travel with an additional \$1,500 for emergencies.

Adoptive Parent	Date	Adoptive Parent	Date
Commonwealth Adoptions International, Inc.			Date

Guatemala Contract Addendum

Adoption Procedures

The adoption process is subject to change at any time. Guatemalan adoptions are processed by the PGN through an independent adoption facilitator/attorney. The PGN reserves the right to request additional information about a prospective parent at any time. Before we can process your contract, you should have paid the general application fee of \$200.

Referral Process

Children of both sexes from age one month to fifteen years of age and sibling groups are available. Children from Guatemala vary in ethnic or racial background, including Hispanic and indigenous American. Most children have a mixed race heritage. Guatemalan children have darker skin complexion. Upon receiving and reviewing your completed dossier, you will enter the referral stage. Photographs and medical reports are usually included with the referral. When you have committed to a referral, we will prepare a Power of Attorney (POA) and forward it to you for signatures and proper seals. You are required to complete the POA IMMEDIATELY and return to us within 2 weeks from the date it was sent to you, so that it can be forwarded to Guatemala. Otherwise, you will be responsible for foster care fees for the period in excess of 2 weeks, in weekly increments thereafter. Once the attorney receives the POA, the process of your adoption can begin in Guatemala. After referral, you may expect to pick up your child in approximately four to nine months after the dossier is accepted.

Travel

Guatemalan adoption allows one trip or escort. One or both parents may travel. The adoption will take place in Guatemala City. Parents are required to travel or arrange escort as soon as their adoption is finalized. The in-country stay can vary from three days to five days. The child's visa is obtained from the U.S. Embassy in Guatemala City. In the event a family chooses to have the child escorted, foster care fees may apply at \$300/month once the attorney has secured all documents needed to submit the file to the Embassy. The escort service is not provided by CAII and is only an option for Parents.

Post Adoption Report

Commonwealth requires one post adoption report and 3 photographs for each child, to be received at the Commonwealth Headquarters in Arizona, within 6 months after your adoption is completed. The report must be written by a licensed Social Worker. The state that you reside in may also require post adoption reports.

Program Fee: \$24,500-29,500*

*Based on adoption of one child. Fee to adopt additional child/ren: \$17,000-\$22,000 attorney/referral fees plus \$2,500 Program Development fee per child. The Program Development fee (s) is due upon acceptance of a child or dossier review, whichever comes first. Referral fees are charged by attorneys in Guatemala & are not refundable. The range indicated is only an estimate and reflects the charges by the attorneys CAII currently use. CAII cannot guarantee a maximum amount of referral fees as different attorneys charge different referral fees. At time of referral, the referral fee may be higher than as listed. Parent has the right to accept or reject such referral. Additional foster care fees may apply if family is not completely dossier ready upon acceptance of a child. (\$300-\$500/mo).

CAII Guatemala Program Payment Schedule

Agency fee (due with contract)	\$ 2,000
Dossier Prep. Fee (due upon acceptance of a child, or dossier review. Otherwise within 30 days after contract)	\$ 3,000
Program Dev. Fee	\$ 2,500
Referral Fees*	\$ 17,000-\$22,000
*Referral fees must be in the form of cashier checks or money order.	
TOTAL	\$ 24,500-\$29,500

*Referral Fees

You will have three days to consider the referral provided to you. The first half of the referral fee is due upon commitment to the child, and to be paid within 24 hours by money order or cashier checks. If payment is not received within 24 hours, YOU WILL LOSE THE REFERRAL. The balance of the referral fee is due within 30 days after you accept the referral. *There are no refunds in the event the adoption is terminated. Parents must initial here to confirm.*

Initial _____ Initial _____

*Parents who adopted through CAI previously may qualify for a program fee reduction of \$500

Estimated Additional Expenses (subject to change without notice)

Airfare per trip (varies w/season) per 1 Adult	\$300-600	Home Study + Post Adoption Rpts	\$1,000-3,500
Lodging \$100-200 night	\$300-600	USCIS fee and fingerprints	\$750-830
State certification, authentication, misc. doc. expenses	\$250-300	Child's airfare per child	\$150-380
Misc. in-country expenses, Exit Tax	\$250-350	Visa fee per child	\$380
Child's medical exam by U.S. Embassy (per child)	\$85-100	Transportation, taxis, etc.	\$100
DNA testing - \$235 per person (baby & mother)	\$470	CIS add'l fee for 2 unrelated children	\$545
Post Adoption Report by social worker	\$250-400	Agency Application Fee	\$200
Commonwealth recommends families travel with additional \$1,500 emergency money.			

Adoptive Parent _____

Date _____

Adoptive Parent _____

Date _____

Kazakhstan Contract Addendum

Adoption Procedure

The adoption process is subject to change at any time. Kazakhstan requires a dossier before you will be invited to travel. The dossier must be translated and certified by the Kazakhstan Embassy in Washington DC prior to being submitted to the Ministry of Education (MOE) of Kazakhstan in Astana. Fees for dossier translation and certification will be at Family's expense. The Kazakhstan government has the right to ask for additional documents at any time prior to and during the adoption process and court procedure. The regional Department of Education is solely responsible for identifying children for adoption, securing the necessary legal termination of parental rights, and performing the background study on the child. These steps are performed in conjunction with the Guardianship and Trusteeship Office and orphanage. The matching process is done directly through the orphanage and based on the recommendation given in the home study and children availability. Before we can process your contract, you must have paid the general application fee of \$200.

Referral Process

Once the Ministry of Education receives your completed Dossier, you will enter the referral process. Kazakhstan does not provide any referral information prior to travel. The MOE will pick a region for you where referrals are available. The regional Department of Education will then issue invitation for you to travel. Children from Kazakhstan vary in ethnic background. Requesting a child or declining a referral based on race or ethnicity is not permissible.

Travel

Time from Dossier submission to travel is about 4 to 12 months, depending on region, gender and age of a child. Kazakhstan adoption requires approximately 7 to 12 weeks in-country. Another option is to do 2 trips instead of one. The 1st trip can be between 2 and 5 weeks, and the 2nd trip can range from 1 week to 4 weeks, depending on region. Both parents must travel and one parent may leave after spending two weeks visiting with the child and attending the court hearing. Only one parent has to travel for the second trip to finalize the adoption process in the region and travel to Almaty for an appointment with the US Embassy.

Child Registration & Post Adoption Reports

Family agrees to register their child or children with the Kazakhstan government prior to leaving Kazakhstan. The cost to do so is borne by Family. Currently, the registration fee is \$350. Kazakhstan only permits international adoption with countries whose adoption agencies enforce this requirement. In compliance with Kazakhstan law, Family agrees to provide CAII Post Adoption reports, at their own expense. Each Post Adoption report has to be accompanied by 20 different current photographs per adopted child. These photographs should be all originals printed on photo paper – no photocopies! Current requirement for Kazakhstan Post Adoption reports is at six months after the court hearing, then at 18 months and every year thereafter, until the child turns 18 years of age. The first 4 Post Adoption reports are to be written by a licensed social worker. The remainder can be prepared by Family. All Post Adoption reports are to be notarized and apostilled before sending to CAII's Headquarters in Arizona. Kazakhstan may change Post Adoption requirements at any time and Family agrees to comply with changes as dictated by Kazakhstan laws. CAII requires a \$1,000 deposit against Post Adoption reports, which will be refunded upon receipt of all four Post Adoption reports prepared by a social worker. Payment of such deposit is to be made in the form of a separate cashier's check or money order, together with the final payment. Refusal to comply with Post Adoption reporting requirements will result in a forfeiture of the \$1,000 deposit. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

Kazakhstan Program Payment Schedule (for a child under 3)

Agency Fee (due w/ contract)	\$ 2,800
Case Management Services Fee (due within 30 days after contract)	\$ 3,800
Program Mgt. & Foreign Fees I (due with completed dossier)	\$ 9,000
Program Mgt. & Foreign Fees II* (due 2 weeks before travel)	\$ 9,000
Total Program Fee	\$24,600
Refundable Post-Adoption Deposit*	\$ 1,000
Total due incl. Post Adoption deposit	\$25,600

**** Families must also hand carry a mandatory \$2,000 orphanage donation on their trip**

Estimated Additional Expenses (subject to change without notice):

Airfare per Couple (may vary w/season)	\$2400-\$6000	Home Study	\$850-\$3000
In-country airfare or train fare per Couple	\$500-\$1500	US CIS fee and fingerprints	\$750-\$830
In-country airfare per child	\$0-\$400	Parent Education	\$70-\$200
Lodging \$50-200 night	\$2000-\$5000	Parent's Visa (per Parent)	\$105-\$165
Transportation, taxis, etc.	\$1500-\$3000	Child's airfare	\$150-\$750
State certification or apostilling, misc. document expenses	\$250-\$500	US Embassy visa per child	\$400
Post adoption in-country documents expenses (per child)	\$400-\$500	Child's med. exam by US Embassy	\$100-\$120
In-country Translation Fees	\$1500-\$3000	Child Registration	\$350
Agency Application Fee	\$400	Post Adoption Reports	\$1000-\$1500
Dossier Translation	\$850	Dossier Processing & Certification	\$580

Commonwealth recommends families travel with an additional \$3,000 for emergencies

Fee to adopt a child 3-7 years old - \$22,600

Fee to adopt a child over 7 years old - \$20,600

Adoption of 2 siblings – Program fee for the younger sibling plus additional \$10,000

Fee adjustments, such as a fee reduction for a special needs child, older child or siblings, will be made in the final payment. Families who adopted through CAII previously may qualify for a program fee reduction of \$500

*Final Payment & Post-Adoption deposit to be paid by separate cashier check or money order

Adoptive Parent	Date	Adoptive Parent	Date
Commonwealth Adoptions International, Inc.		Date	

Nepal Contract Addendum - Changed from 1 or 2 trips to all 2 trips by Mia

Adoption Procedure

The adoption process is subject to change at any time. Nepal requires a completed dossier before you will be eligible to be referred a child or children. The dossier is subject to approval by the Chief District Organization and Ministry of Women, Children and Social Welfare. Before we can process your contract, you must have paid the general application fee of \$200.

Referral Process

After your completed dossier is approved by Nepal, you will enter the referral process. CAI works with a partner agency and referral time is usually 1-3 months after dossier approval. Once you have committed, you will travel to visit the child and sign documents at the Chief District Organization (CDO) office. Time until travel after the first trip is approximately 6 months, assuming there are no discrepancies with the dossier.

Travel

Adopting from Nepal requires two trips. The first trip to the CDO office is about 5 days and the trip to pick up your child will be about 7 to 10 days. In-country associates will meet you at the airport and assist you throughout your adoption process.

Post-Placement

Parent agrees to provide the Nepal Government Post Placement reports and photographs every 6 months for 16 years after the date of placement, at their own expense. CAI requires the first Post Placement Report (at 6 months) to be prepared by a licensed social worker, and Parents themselves can prepare the remaining 31 Post Placement reports. All 32 Post Placement reports are to be submitted to the CAI Headquarters in Arizona. These are the current requirements and Nepal may change post placement requirements at any time. CAI requires a \$1,000 Post Placement deposit, which will be refunded upon submission of the 4th PP report at 2 years from the date of placement.

Nepal Program Payment Schedule

Agency Fee (due with contract)	\$ 2,000
Dossier Prep. Fee (due within 30 days after contract)	\$ 3,000
Program Dev. & Foreign Fees I (due upon submission of dossier)	\$ 6,675
Program Dev. & Foreign Fees II (due upon acceptance of referral) *	\$ 5,000
* This amount reduced by \$1000 for adoption of an infant boy OR by \$2000 for adoption of an older child	
Total Program Fee	\$16,675
Plus Post Placement Deposit**	\$ 1,000
(**due 2 weeks prior to departure by cashiers check or money order This amount will be refunded after the submission of the 4th Post Placement report.)	
Total payable to CAI, including PP Deposit	\$17,675

Estimated Additional Expenses (subject to change without notice):

Visa & photograph per child	\$380	Child's Airfare	\$90-\$1,125
Airfare per trip (may vary w/season) per 2 Adult	\$4,800-\$8,000	Misc. expenses, exit tax	\$200-\$300
In-country misc. expenses, exit tax	\$200	Home Study	\$850-3,000
Child's medical exam by U.S. Embassy	\$100	US CIS fee and fingerprints	\$615-\$685
Lodging \$50-200 night	\$500-\$3,000	Parent's Visa (per Parent)	\$60

Commonwealth recommends taking an extra \$1,500 for emergencies while traveling.

Adoptive Parent

Date

Adoptive Parent

Date

Commonwealth Adoption, Inc.

Date

Russia Contract Addendum

Adoption Procedure

The adoption process is subject to change at any time. At this time, Russia requires a preliminary package before providing child referral(s). The completed dossier is required in the region at least two weeks before your court date. The Russia government has the right to request additional documents at any time prior to and during court procedure. The regional Department of Education or the regional Department of Health in some regions is solely responsible for identifying children for adoption, securing the necessary legal termination of parental rights, and performing the background study on the child. These steps are performed in conjunction with the Guardianship and Trusteeship Office and orphanage. The matching process is done directly through the regional Department of Education (the regional Department of Health in some regions) based on the recommendation given in the home study and children availability. Before we can process your contract, you must have paid the general application fee of \$400. Families who adopted through CAII previously may qualify for a program fee reduction of \$500.

Referral Process

After Commonwealth receives a draft of the home study, a region will be identified for the prospective family. After the preliminary package is submitted to Commonwealth, the prospective family will enter the referral process.

Travel

All the regions that we work with in Russia require two-trips. On your first trip you will travel to the region to identify a child or children, or to meet the child(ren) you committed to, depending on which region CAII has chosen for you. On your second trip you return to the region for your court appointment. If the 10-day wait is implemented, one parent may return home after court. Each region has the right to implement the 10-day wait and this decision is up to the judge. CAII's Russia program fees include the letter of invitation for your visa application.

Child Registration and Post-Adoption Reports

Russian law requires Family to register their adopted child(ren) with the Russian government. CAII requires that families complete Russian Consulate Registration in Moscow prior to leaving Russia. In rare exceptions, upon approval by CAII, families will complete registration immediately upon their return home and forward a copy to CAII. CAII requires a \$500 deposit that is refunded to family upon receiving proof of registration. Russian law also requires post adoption reports for each child. There are 4 reports in total per child that must be accomplished. All 4 reports must be prepared by a licensed social worker, apostilled and accompanied by 30 photos. The social worker visits cannot take place more than 30 days before they are due. Reports must be received at the AZ headquarter office by the DUE DATES, which are 6 months, 1 year, 2 year and 3 year post adoption court date. CAII requires a \$1000 deposit against Post Adoption reports, which is refunded upon receipt of all 4 Post Adoption reports. Payment for both deposits is to be made in the form of a separate cashier's check or money order, with the final fee payment. Family agrees to comply with Russian laws and Commonwealth deposit requirements. Russia may change Post Adoption reporting requirements at anytime. Refusal to comply with Post Adoption Reporting requirements will result in a forfeiture of the \$1,000 deposit. Furthermore, Family acknowledges that in such events of non-compliance by Family, CAII has the right to use all available options, at CAII's discretion, to pursue Family's compliance. These options will include, but not limited to, litigation, disclosing Family's adoption and family information to Russian Authorities, and involving the Russian Consulates to pursue obtaining Post Adoption reports from Family. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

<u>Payment Schedule to adopt Child under 3 years of age:</u>	
Agency Fee (due with contract)	\$ 2,800
Case Management Services Fee (Due within 30 days after contract)	\$ 3,800
Program Mgt. & Foreign Fees I (due with preliminary package)	\$ 8,000
Program Mgt. & Foreign Fees II* (due upon commitment to child)	\$10,500
Total Program Fee	\$25,100
Plus \$1500 Registration & Post Adoption Reports Deposit*	
Total due including Registration and PAR deposits:	\$ 26,600

Russia Adoption Fees:

	<u>1st child</u>	<u>2nd child</u>
Children age 10 mos-3 yrs	\$25,100	\$11,600
Children age 36 mos-7 yrs	\$20,100	\$10,100
Children over 7 yrs old	\$18,100	\$9,100

Fees are calculated on the age of the child at the time of referral.

SPECIAL NEEDS Adoption - vary with case: \$10,000 to \$16,000

***Final payment & \$1500 refundable deposits required in form of separate cashier checks or money order.**

Fee reductions for older child or special need adoptions are adjusted over the last two payments. Additional fees to adopt a second child are due in two parts: one-half with Foreign Fees I and one-half with Foreign Fees II. No additional Fees to adopt a 3rd or 4th child. Additional Post Adoption Report deposit for additional child(ren) is not required. Any costs associated with legal actions by CAII to obtain Post Adoption reports will be deducted from the PAR deposit.

Estimated Additional Expenses (subject to change without notice):

Airfare per Couple (vary w/season)	\$2000-\$6000	Home Study	\$850-\$3000
In-country airfare or train fare per Couple	\$800-\$1500	USCIS fee per child	\$670
In-country airfare per child	\$100-\$400	Parents' Visa	\$320-\$1000
Lodging	\$2000-\$5000	Child's airfare	\$100-\$2000
Transportation, taxis, etc.	\$500-\$1500	Visa & photograph per child	\$420
State certification or apostilling, misc. document expenses	\$250-\$500	Child Registration Fee	\$120
Translation Fees	\$500-\$1500	Fingerprints per couple	\$160
Child's medical exam by U.S. Embassy	\$100	Agency Application Fee	\$400
Parent Medical Exam, if applicable	\$1500	In-country Post Adoption Documents	\$200-\$500
Post Adoption Reports by licensed social worker	\$1000-\$1600	Parent Education	\$70-200

Commonwealth recommends taking an extra \$3,000 for emergencies while traveling.

Adoptive Parent	Date	Adoptive Parent	Date
Commonwealth Adoptions International, Inc.			Date

Taiwan Program A Contract Addendum

Adoption Procedure

The adoption process is subject to change at any time. Taiwan requires a preliminary dossier before you will be able to receive a referral. The dossier must be certified by the Taiwan TECRO office prior to being submitted to the orphanages and authorities in Taipei. The Taiwan authorities have the right to ask for additional documents at any time prior to and during the adoption process and court procedure. The placing agency in Taiwan is solely responsible for identifying children for adoption, securing the necessary legal termination of parental rights, and performing the background study on the child. The matching process is done directly through placing agency based on the recommendation given in the home study. Before we can process your contract, you must have paid the general application fee of \$400. Families who adopted through CAII previously may qualify for a reduction of \$500 from the Dossier Prep Fee.

Referral Process

After Taipei agency receives your prelim package, you will enter the referral process. Birth families are often involved in the matching and selection process. CAII cannot guarantee a specific time frame for you to receive a referral, although the typical referral time is estimated to be 18 to 24 months after Taiwan received your Dossier. With the current referral process with Taiwan Program A, you will first receive the medical and social background information. Only after you accept the referral, then you will be provided with photo(s) of your child.

Travel

Taiwan adoption requires approximately three to five days in-country. In some cases, escorting is allowed with the consent of the birth family. Families will travel to Taipei, Taiwan, where the child resides for an appointment with the US AIT, prior to returning home with their child.

Post Adoption Reports

Adoptive Family must provide Post Adoption reports to Taiwan, as per agreed with orphanage and birth family upon acceptance of child referral. Typical terms are yearly reports for 7 years. Either the orphanage or the birth family may decide on more or less frequent reports. The cost to do so is borne by the Adoptive Family. Taiwan only permits international adoption with countries whose adoption agencies enforce this Post Adoption Reporting requirement. The first and the fourth Post Adoption reports must be completed by a licensed social worker, while the remaining reports can be prepared by the Adoptive Family. With each Post Adoption Report, 10 or more current photographs (per child) are usually required. Requirements may change as Taiwan law dictates. All Post Adoption reports must be notarized and sent to CAII Headquarter in Arizona. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

Taiwan Program A Payment Schedule

Agency Fee (due with contract)	\$ 2,800
Case Management Services Fee (due within 30 days after contract)	\$ 3,800
Program Mgt. & Foreign Fees I (due with Prelim Pkg to Taiwan)	\$ 5,500
Program Mgt. & Foreign Fees II*	\$ 5,500
Total Program Fee	\$17,600

*Final payment to be paid by cashier check or money order, and is due upon child commitment.

*Fee adjustments, such as a fee reduction for a special needs child or additional fee for the adoption of two children, will be made in the final payment.

Estimated Additional Expenses (subject to change without notice):

Airfare per 1 Adult from the West Coast (may vary w/season)	\$800-\$1100	Home Study	\$850-\$3000
Child's airfare	\$200-\$750	USCIS app fee and fingerprints	\$750-\$830
Lodging \$70-200 night	\$210-\$900	Agency Application Fee	\$400
State certification or apostilling, misc. document expenses	\$100-\$150	In-country Transportation/taxis	\$120-\$200
Post Adoption Reports by Social Worker, photos & postage	\$500-\$700	Home Study Translation Fee	\$350
		Parent Education	\$70-\$200

Commonwealth recommends families travel with an additional \$1,500 for emergencies.

_____ Adoptive Parent	_____ Date	_____ Adoptive Parent	_____ Date
_____ Commonwealth Adoptions International, Inc.			_____ Date

Taiwan Program B Contract Addendum

Adoption Procedure

The adoption process is subject to change at any time. Some dossier documents must be certified by Taiwan's TECO office in the U.S. prior to being submitted to the courts in Taiwan. The Taiwan authorities have the right to ask for additional documents at any time prior and during the adoption process and court procedure. The placing agency in Taiwan is solely responsible for identifying children for adoption, securing the necessary legal termination of parental rights, and performing the background study on the child. The matching process is done directly through placing agency based on the recommendation given in the home study. Before we can process your contract, you must have paid the general application fee of \$400.

Child Care Fee

Families adopting through CAII's Taiwan Adoption Program B are required to pay child care fee of \$850 per month for 6 months in advance, totaling \$5,100 for pre-payment, due at the time of referral acceptance. Adoptive Family is responsible for the care costs of their matched child beginning from the day the child is admitted into the placing agency's nursery; and later on into foster homes, until finalization of the adoption (AIT Appointment). If the child care period is longer than 6 months when the case is finalized, adoptive family is required to pay for the child's additional foster care costs, at the same rate of \$850 per month or \$28.30 per day. In the cases that the finalization comes in less than 6 months, excess foster care fees will be refunded to Family directly by the Taichung agency.

Travel

Taiwan adoption requires approximately three to six days in-country. Family will travel to Taichung, Taiwan, where the child resides, for a meeting with the Taichung agency, the child's foster family as well as a possible meeting with the birth mother. The family will then return to Taipei, for a visa appointment with the US AIT, prior to returning home with their child.

Post Adoption Reports

Adoptive Family agrees to provide Post Adoption reports to Taiwan, as agreed with placing agency and birth family upon acceptance of child referral. Current terms are at every 6 months after placement, for 3 years. CAII requires the second Post Adoption Report to be prepared by a licensed social worker, and the rest can be prepared by Family. Either the placing agency or the birth family may decide on more or less frequent reports. The cost to do so is borne by the Adoptive Family. Taiwan only permits international adoption with countries whose adoption agencies enforce this Post Adoption requirement. With each Post Adoption Report, a minimum of 5 to 10 current photographs (per child) is required. Requirements may change as Taiwan law dictates. All Post Adoption reports must be notarized and sent to CAII Headquarters in Arizona. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

Taiwan Program B Payment Schedule

Agency Fee (due with contract)	\$ 2,800
Case Management Fee (due within 30 days after contract)	\$ 3,800
Child Care Fee*	\$ 5,100
(due with acceptance of referral)	
Program Mgt. & Foreign Fees I**	\$ 6,500
(due with acceptance of referral)	
Program Mgt. & Foreign Fees II**	\$ 9,800
(due with dossier submission)	
Total Program Fee	\$28,000**

*If the child care period is longer than 6 months, additional child care fee will be due an payable in the form of cashier's check when court date arrives. Advance payment of Child care fee quoted is for one child and for a 6-month period only.

**Fee for additional child in a sibling group is \$13,000 by two payments (each \$6,500), together with each PM & FF portions.

Families who adopted through CAII previously may qualify for a reduction of \$500 from the Case Management Fee

Estimated Additional Expenses (subject to change without notice):

Airfare per 1 Adult from West Coast (may vary w/season)	\$900-\$1500	Home Study	\$850-\$3000
Child's airfare	\$200-\$500	USCIS app fee and fingerprints	\$830
Lodging \$70-200 night	\$210-\$1200	Dossier Translation fee approx.	\$500
Transportation, taxis, etc.	\$250-\$500	Post Adoption Reports	\$250-\$400
State certification or apostilling, misc. document expenses	\$100-\$150	Parent Education	\$70-\$200
Agency Application Fee	\$400		

Commonwealth recommends families travel with an additional \$1,500 for emergencies.

_____ Adoptive Parent	_____ Date	_____ Adoptive Parent	_____ Date
_____ Commonwealth Adoptions International, Inc.			_____ Date

Taiwan Program C Contract Addendum

Adoption Procedure

The adoption process is subject to change at any time. Adoption through Taiwan Program C requires a preliminary package, which consist of translated HS Report, bilingual Application Form and family photos before you will be able to receive a child. After receiving a referral, the complete dossier must be translated into Chinese and certain documents must be certified by a TECRO office in the U.S. prior to being submitted to the orphanages and authorities in Taipei. The Taiwan authorities have the right to ask for additional documents at any time prior and during the adoption process and court procedures. The placing agency in Taiwan is solely responsible for identifying children for adoption, securing the necessary legal termination of parental rights, and performing the background study on the child. The matching process is done directly through placing agency based on the recommendation given in the home study. Upon notice of the Final Ruling by a Taiwan Court, you will be invited to travel. Before we can process your contract, you must have paid the general application fee of \$400. Families who adopted through CAII previously may qualify for a reduction of \$500 from the Dossier Prep Fee.

Referral Process

After Taiwan agency receives and approves your preliminary package, you will enter the referral process. Birth families are often involved in the matching and selection process. CAII cannot guarantee a specific time frame for you to receive a referral. Adopting a waiting child through Program C would make the referral process different, where Families would require the initial match approval by Taiwan C agency, before proceeding with dossier compilation and the rest of the process.

Travel

Taiwan adoption requires approximately three to five days in-country. Families will travel to Taipei, Taiwan, where the child resides to pick up the child, and for an appointment with the AIT, prior to returning home with their child.

Post Adoption Reports

Adoptive Families need to provide Post Adoption reports to Taiwan, as per agreed with orphanage and birth Families upon acceptance of child referral. Typical terms are yearly reports for 5 years, with 2 additional reports for the first year at 3 months and 6 months, for a total of 7 reports. Either the orphanage or the birth parents may decide on more frequent reports. The cost to do so is borne by the Adoptive Families. Taiwan only permits international adoption with countries whose adoption agencies enforce this Post Adoption Reporting requirement. The first and the fourth Post Adoption reports must be completed by a licensed social worker, while the remaining reports can be self-prepared by the Adoptive Families. With each Post Adoption Report, 10 or more current photographs (per child) are usually required. Requirements may change as Taiwan law dictates. All Post Adoption reports must be notarized and sent to CAII Headquarter in Arizona. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

Taiwan Program C Payment Schedule

Agency Fee (due with contract)	\$ 2,800
Case Management Services Fee (due within 30 days after contract)	\$ 3,800
Program Mgt. & Foreign Fees I (due upon prelim pkg. to Taiwan)	\$ 5,000
Program Dev. & Foreign Fees II*	\$ 5,000
Total Program Fee	\$16,600

*Final payment to be paid by cashier check or money order, and is due upon child commitment.

Fee adjustments, such as a fee reduction for a special needs child or a child over 5 years of age at time of referral, will be made in the final payment.

Estimated Additional Expenses (subject to change without notice):

Airfare per 1 Adult from the West Coast (may vary w/season)	\$800-\$1100	Home Study	\$850-\$3000
Child's airfare	\$200-\$750	USCIS app fee and fingerprints	\$750-\$830
Lodging \$70-200 night	\$210-\$900	Agency application fee	\$400
State certification or apostilling, misc. document expenses	\$100-\$150	In-country Transportation/taxis	\$120-\$200
Post Adoption Reports by Social Worker, photos & postage	\$500-\$700	Dossier Translation Fee	\$600
		Parent Education	\$70-\$200

Commonwealth recommends families travel with an additional \$1,500 for emergencies.

_____	_____	_____	_____
Adoptive Parent	Date	Adoptive Parent	Date
_____			_____
Commonwealth Adoptions International, Inc.			Date

Ukraine Contract Addendum

Adoption Procedure:

The adoption process is subject to change at any time. The dossier is submitted to the Ukraine State Department for Adoption and Protection of Rights of the Child (SDAPRC) in Kiev, Ukraine for approval. The SDAPRC then assigns an appointment date for referral of a child/children. The SDAPRC is solely responsible for identifying children for adoption, securing the necessary legal termination of parental rights, and performing the background study on the child. These steps are performed in conjunction with Regional Guardianship and Trusteeship Office and orphanage. The matching process is done through the SDAPRC and based on the recommendation given in the home study and children availability. Before we can process your contract, you must have paid the general application fee of \$400.

Referral Process:

The SDAPRC in Kiev provides referrals to the adoptive candidates. The child/children must be available for international adoption by having satisfied the 1-year registration requirement or through their exempt status based on his/her medical diagnosis. The referral information at SDAPRC contains the child/children's brief medical history and a photograph. The Adoptive Family will travel to the orphanage to meet the selected child/children. If the referral is declined, the family will appear before the SDAPRC again to obtain a new referral. The family is solely responsible for obtaining independent medical evaluation of the child.

Travel:

Both parents must select the child and be present in court in person. There is a mandatory 10-day wait after court hearing. At least one parent will need to stay in Ukraine to complete the process after court hearing. Another option is to go back to Ukraine on a second trip to pick up the child and secure a visa with the U.S. Embassy there. Stay in country can vary from 6 weeks to 8 weeks and sometimes longer depending on how quickly the child/children is identified for adoption, holidays, necessity of additional documentation and appointment availability.

Post-Adoption Reports and Consulate Registration:

Ukraine authorities requires Family to register their adopted child(ren) with the Ukrainian Government. Families are required to complete consulate registration immediately upon their return home and forward a copy to CAII. CAII requires a \$500 deposit that is refunded to Family upon receiving proof of registration. Adoptive Family also agrees to provide post-adoption reports for the adopted child/children annually for the first three years, and then once every 3 years, until the child reaches the age of 18 years old. The first post-adoption report is to be prepared by a Licensed Social Worker. From the second year on, until the child is 18 years of age, the reports can be prepared by the adoptive family(s). All post-adoption reports must be accompanied by 10 photographs and be sent to the CAII headquarters in Arizona and CAII will submit to the Ukraine Embassy on your behalf. CAII requires a \$1000 deposit against first 3 Post Adoptions reports, which is refunded upon receipt of first 3 Post Adoption reports. Payment for both deposits is to be made in the form of a separate cashier's check or money order, with the final fee payment. Family agrees to comply with Ukrainian laws and Commonwealth deposit requirements. Ukraine may change post-adoption reporting requirements at anytime. Refusal to comply with post-adoption reporting requirements will result in a forfeiture of the \$1,000 deposit. Furthermore, Family acknowledges that in such events of non-compliance by Family, CAII has the right to use all available options, at CAII's discretion, to pursue Family's compliance. These options will include, but not limited to, litigation, disclosing Family's adoption and family information to Ukrainian Authorities, and involving the Ukraine Consulates to pursue obtaining post adoption reports from Family. Any costs associated with legal action by CAII to obtain Post Adoption Reports will be deducted from the Post Adoption Report deposit. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

Program Fee: \$21,600*

*Based on adoption of one child *Families who adopted through CAII previously may qualify for a program fee reduction of \$500.
*Fee to process adoption of an additional child is \$10,000, regardless of age.

*All Families are also required to hand carry a mandatory \$1,500 orphanage donation on their trip.

Ukraine Program Payment Schedule	Adopting One (1) Child	Adopting Two (2) Children
Agency fee (due with contract)	\$ 2,800	\$ 2,800
Case Management Services Fee (due 30 days after contract)	\$ 3,800	\$ 3,800
Program Management & Foreign Fees I (due with completed dossier)	\$ 7,500	\$ 7,500 + 5,000
Program Management & Foreign Fees II* (due when appointment date is issued)	\$ 7,500	\$ 7,500 + 5,000
Total Program Fee	\$21,600	\$ 31,600
<i>Plus \$1500 Registration & Post Adoption Deposit</i>		
Total Due including Registration & Post Adoption deposits	\$ 23,100	\$ 33,100
*Fees are calculated on the age of the child at the time of referral		
*Final payment and \$1500 refundable deposits required in form of separate cashier check or money order.		
Additional Post adoption deposit for additional child is not required.		

Estimated Additional Expenses (subject to change without notice):

Airfare per trip (may vary w/season) per couple	\$2000-\$6000	Home Study	\$850-\$3000
In-country travel per couple	\$500-\$2000	USCIS Application fee	\$750-\$830
In-country airfare per child	\$50-\$500	Parent Education	\$70-\$200
Lodging (\$50-200/night), transportation, taxis, etc.	\$4,000-\$6000	Child's airfare	\$200-\$1500
State certification, apostilling, misc. document expenses	\$250-\$500	Child's medical exam by U.S. Embassy	\$100-\$200
In-Country Post-Adoption Documents/Attorney Services	\$500-\$1000	Visa & photograph per child	\$420
Post Adoption Reports	\$250-\$400	Agency Application Fee	\$400

Commonwealth recommends taking additional \$3,000 emergency money while traveling.

Adoptive Parent	Date	Adoptive Parent	Date
Commonwealth Adoptions International, Inc.		Date	

Vietnam Contract Addendum

Adoption Procedure

The adoption process is subject to change at any time. The Department of International Adoptions (DIA) in Hanoi oversees Vietnam adoptions. Vietnamese authorities and orphanage officials have the right to ask for additional documents at any time during the adoption process. Dossier documents must be authenticated/legalized by the Vietnamese Embassy/Consulate in the U.S. After CAII receives the authenticated dossier, it will be sent to Vietnam for translation before submitting to the DIA for approval. The staff at the orphanages are solely responsible for identifying children for adoption and securing the necessary legal termination of parental rights and performing the background study on the child. Family agrees to comply with adoption laws set forth by both the VN and US Governments. Before we can process your contract, you must have paid the general application fee of \$200.

Referral Process

CAII supports orphanages in different regions & Provinces in Vietnam. The matching process is done directly through the regional Department of Justice and orphanages based on the recommendation given in the home study. In order to receive a referral, your dossier must be approved by the DIA first. CAII cannot guarantee a specific time frame for you to receive a referral, although the typical referral time is estimated to be 12 to 18 months for an infant, after your dossier is approved by the DIA. Most referrals are infants. Referral times for older children vary, and are typically longer. Currently, CAII is not accepting applications for adopting 2 children from Vietnam.

Travel

Vietnam adoption requires approximately 2-3 weeks in-country travel. After final approval by all Vietnamese authorities, you will be notified of the date to attend a "Giving & Receiving Ceremony" which is equivalent to a court decree for adoption finalization. Family will travel to Hanoi to start the in-country process, and then fly to the region where the orphanage is located. Our associate will escort you to attend the Giving & Receiving Ceremony hosted by the local Department of Justice, and to apply for a passport for the child. Family will then go back to Hanoi to file a visa petition with the US Embassy there for the adopted child. CAII's Vietnam associates will assist Family with these procedures. For married couples, if only 1 parent is traveling to Vietnam, a "power of attorney" from the other parent is required, and the traveling spouse must be a U.S. citizen.

Post Adoption Reports & Deposit

Family agrees to provide Post Adoption reports to the Vietnamese Government. Current Vietnam Post Adoption report requirements are every six months for the first three years after placement, and then annually until the child turns 18 years of age. CAII requires the first Post Adoption report to be prepared by a licensed social worker while the remaining can be prepared by Family. All Post Adoption reports are to be submitted to the CAII Headquarters in Arizona, together with 6 current photographs of each child. Family is solely responsible for the cost of preparing and submitting of Post Adoption reports. Requirements may change as Vietnam law dictates. All Post Adoption reports must be notarized. Family agrees to pay a Post Adoption deposit of \$1000, which will be fully refunded upon submitting of the 6th Post Adoption report at 3 years after placement. CAII and/or your home study social worker will be available for assistance and guidance after your adoption.

Vietnam Program Payment Schedule

Agency Fee (due with contract)	\$ 2,000
Case Management Services Fee*	\$ 3,000
*(due within 30 days after contract)	
Program Mgt. & Foreign Fees I**	\$ 5,500
** (due with completed Dossier)	
Program Mgt. & Foreign Fees II***	\$ 6,000
Total Program Fee	\$16,500
Refundable Post Adoption Deposit***	\$ 1,000
Total payable to CAII	\$17,500

***Final payment & Post Adoption deposit to be paid by cashier check, and is due upon notification of G&R ceremony.

Fee adjustments, such as a fee reduction for a special needs child, will be made in the final payment.

Families who adopted through CAII previously may qualify for a reduction of \$500 from the Dossier Prep Fee,

Estimated Additional Expenses (subject to change without notice):

Airfare per couple	\$2K-5K	Home Study	\$850-\$3,000
Child's airfare per child	\$200-\$700	USCIS app fee and fingerprints	\$750-\$830
Lodging	\$1100-2500	Child's medical exam in Hanoi	\$100
In country air fare, transportation, taxis, etc.	\$400	In-country document expenses	\$200
State certification, misc. document expenses	\$200	Visa & Photo for child	\$380
Parent visas	\$170	Dossier Legalization by VN Emb/Con	\$.700
General Application fee	\$200	Post Adoption Reports and mailing	\$300-450

Commonwealth recommends families travel with an additional \$1,500 for emergencies.

_____ Adoptive Parent	_____ Date	_____ Adoptive Parent	_____ Date
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EXHIBIT B

Fees

From: Dawn Hill <dawnh@commonwealthadoption.org>
Subject: **Re: Funds in my account**
Date: August 12, 2008 1:35:46 PM EDT
To: PATRICIA LEACH <[redacted]>
Received: from mail5.sea5.speakeasy.net ([69.17.117.7]) by vms172069.mailsvcs.net (Sun Java System Messaging Server 6.2-6.01 (built Apr 3 2006)) with ESMTP id <0K5I00LF50LGDQQ1@vms172069.mailsvcs.net> for RES1NQQP@verizon.net; Tue, 12 Aug 2008 12:29:51 -0500 (CDT)
Received: (qmail 3066 invoked from network); Tue, 12 Aug 2008 17:29:30 +0000
Received: from ip01.commonwealth.simplybits.net (HELO AnneyM.commonwealthadoption.org) (dawnh@commonwealthadoption.org@[64.119.39.226]) (envelope-sender <dawnh@commonwealthadoption.org>) by mail5.sea5.speakeasy.net (qmail-lldap-1.03) with AES256-SHA encrypted SMTP for <RES1NQQP@verizon.net>; Tue, 12 Aug 2008 17:29:30 +0000
In-Reply-To: <088F5F9E-D0C4-4044-859F-2E87F119B0B0@verizon.net>
X-Originating-Ip: [69.17.117.7]
Message-Id: <0K5I00LF70LHDQQ1@vms172069.mailsvcs.net>
Mime-Version: 1.0
X-Mailer: QUALCOMM Windows Eudora Version 7.1.0.9
Content-Type: multipart/alternative; boundary="====_61851781==.ALT"
References: <B1E52BA0-0667-4ABB-850C-05297C5F0262@verizon.net> <088F5F9E-D0C4-4044-859F-2E87F119B0B0@verizon.net>

Hi Patricia;

To be quite honest with you Patricia, there simply are no monies left to refund to you. In addition, most of your money was used in the services that Commonwealth provided to you - all of that except the attorney's fees. Regardless of that, however, those fees have been used for other family's adoptions at this point and we are unable to refund them to you. I wish there was more that I could say but there simply isn't.

Regretfully,
Dawn

At 05:30 PM 8/4/2008, you wrote:

Ms. Hill,
My name is Patricia Leach. I am a Commonwealth family adopting from Guatemala. My caseworker is Susana Huaman Dragosavac. I receiving the devastating news on July 22, 2008 that I lost the referral that I accepted on March 14, 2007. I paid all the attorney's fees, program fees etc over a year ago. In addition, I was told in May 2008 that unless I paid foster care fees effective immediately, and not covered in my contract, that I would lost my referral. I paid them because I was told I had to to keep my child. I was told that some of the fees that I have paid since 10/2006 would transfer to another program if I chose to proceed with another country, but since that will not be happening I would like them returned to me.

I understand that you have many families that you are dealing with and its obviously a stressful time.

I can be reached at
Home: or cell:

Sincerely,

Patricia Leach

Dawn Hill, PhD (provisional)
Executive Director
Commonwealth Adoptions
1585 E. River Rd #121
Tucson, AZ 85718
520-321-3912
520-327-8640 (fax)
www.commonwealthadoption.org

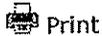
Make Commonwealth Adoptions the charity that you "Goodsearch" for. Go to www.goodsearch.com for more information and add Goodsearch to your internet explorer, firefox or mac toolbar. Proceeds from goodsearch.com help us find homes for waiting children.

Please remember that change is the very nature of adoption. Families that have the best adoption experience are flexible and understanding of the changes that will inevitably occur.

Notice of Confidentiality:

This e-mail and any attachments may contain privileged and/or confidential information. This e-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this e-mail, you are hereby notified that any copying, distribution, dissemination or action taken in relation to the contents of this e-mail and any of its attachments is strictly prohibited and may be unlawful. If you have received this e-mail in error, please notify the senders immediately and permanently delete the original e-mail and destroy any copies or printouts of this e-mail as well as any attachments. Please note Commonwealth Adoptions does not endorse any opinions, conclusions or other information contained within this message that does not pertain to official business.

EXHIBIT C



Re: Fwd: Important Letter

From: **Dawn Hill** (dawnh@commonwealthadoption.org)
Sent: Fri 8/08/08 5:29 PM
To:

Hi John & Cynthia;

Commonwealth was partnering with A Helping Hand to adopt in China. A Helping Hand has always been the placing agency and your dossier is already logged in through them with the CCAA. No monies will be refunded for two reasons - first services for that \$9800 have been successfully provided to you and secondly, there simply and truthfully is no money left to refund to any families. If you must file a complaint legally or otherwise that is your prerogative but unfortunately it will not get you anywhere as there is no money to be gotten. Most of the staff is or will be working as volunteers in short order.

Your best option is to simply sign the consent to transfer to AHH and proceed along, uninterrupted in your adoption process. Even if you elect to start over somewhere else you will have to pay all fees all over again and reassemble a dossier, which takes you further away from your goal of completing a family.

Let me know if you have any other questions,
Dawn Hill
Executive Director

From: Eric Sessums <>
To: <marinam@commonwealthadoption.org>
Subject: Important Letter
Date: Thu, 7 Aug 2008 12:07:57 -0400
Importance: High
X-OriginalArrivalTime: 07 Aug 2008 16:07:57.0074 (UTC) FILETIME=[C1903720:01C8F8A7]

August 7, 2008

John Sessums
Cynthia Sessums

Brandon, Florida 33511

Commonwealth Adoptions International Inc.
1585 E. River Rd #121
Tucson, AZ 85718

Attn: Marina L. Mayhew, President

We sent you \$9800.00 so that you would proceed in providing the adoption of a child from China. In fact, at the time we sent you the money and even now, you are not qualified and not even Hague certified to proceed with the contract that you signed. You must immediately return the \$9800.00 to us that you obtained by fraud. If you fail to return the money to us within 10 days, we will seek legal representation and discuss the matter with the

criminal authorities of Pima County, Arizona. Our contract did not provide unilateral assignment to another party.

Besides the \$9800.00, you have also cost us \$4000.00 in adoption expenses. Please refund all monies including the adoption expenses to us within 10 days.

A certified letter follows this e-mail.

John Sessums
Cynthia Sessums

Dawn Hill, PhD (provisional)
Executive Director

Commonwealth Adoptions
1585 E. River Rd #121
Tucson, AZ 85718
520-321-3912
520-327-8640 (fax)
www.commonwealthadoption.org

Make Commonwealth Adoptions the charity that you "Goodsearch" for. Go to www.goodsearch.com for more information and add Goodsearch to your internet explorer, firefox or mac toolbar. Proceeds from goodsearch.com help us find homes for waiting children.

Please remember that change is the very nature of adoption. Families that have the best adoption experience are flexible and understanding of the changes that will inevitably occur.

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EXHIBIT D



Jennifer

From: Marina Mayhew [marinamayhewcaii@yahoo.com]
Sent: Wednesday, October 08, 2008 5:32 PM
To: Jennifer; Dawn Hill
Subject: Re: Regarding Adoption Transfer - China

Jennifer,

Your file was sent to AHH on 8/13/08.

We regret we are not able to issue refunds.

Marina L. Mayhew, MBA
Volunteer
Commonwealth Adoptions International Inc.

P.O. Box 64879
Tucson AZ 85728
520-971-6670

----- Original Message -----

From: Jennifer <marinamayhewcaii@yahoo.com>
To: marinamayhewcaii@yahoo.com; Dawn Hill <dawnh@commonwealthadoption.org>
Sent: Tuesday, October 7, 2008 7:58:08 PM
Subject: RE: Regarding Adoption Transfer - China

Hi Marina,
I haven't received a response from Dawn and thought I'd email you too.

What has happened to all of our files that were once housed by your agency?
Were they forwarded to AHH or discarded? Can we have them back if they were not forwarded to AHH?

I believe we are entitled to the \$2,000 non refundable contract fee because your agency did not fulfill your obligations in addition to the "Program Development and Foreign Fees" totaling \$4,435.

Please respond. Thank you.

-----Original Message-----

From: Jennifer [mailto:marinamayhewcaii@yahoo.com]
Sent: Saturday, September 06, 2008 9:54 AM
To: 'Dawn Hill'
Subject: RE: Regarding Adoption Transfer - China

Hi Dawn,
I was wondering if we were going to be receiving a signed copy of the transfer form for our records.

I was also curious about the \$4,435 we paid for "Program Development and Foreign Fees" paid upon dossier completion.

Were these fees paid to China? I'm reviewing the contracts that we've received from A Helping Hand and noticed

that there would be additional foreign fees, to be paid, when we receive our referral.

\$4,435 is a lot of money to have lost in this transaction and I'm just trying plan whether or not, we'll be paying for the same fees. Not sure if Commonwealth asked for these fees up front or if they are for something else.

Please elaborate.
Thank you.

-----Original Message-----

From: Pilwallis, Jennifer [mailto:
Sent: Thursday, August 07, 2008 4:55 PM
To: Dawn Hill; Jennifer
Subject: RE: Regarding Adoption Transfer - China

Please see attached form.

-----Original Message-----

From: Dawn Hill [mailto:dawnh@commonwealthadoption.org]
Sent: Tuesday, August 05, 2008 10:20 PM
To: Jennifer
Cc: Pilwallis, Jennifer;
Subject: RE: Regarding Adoption Transfer - China

Hi Jennifer,
There really is no other option for you to transfer elsewhere. AHH is already the placing agency on record and your dossier is already logged through them at CCAA. If you switch some place else you will have to pay more fees beyond what AHH will charge and begin the process again. The nominal fees AHH will charge are between \$500 and \$2000... I am unsure of the exact amount; that will have to be discussed between you and them. This truly is your best and only feasible option. I will not have time to discuss anything more about this with you unfortunately tomorrow as I'm in many meetings with agencies trying to transition other families for other programs. Please send more questions through email if possible and I'll do my best to respond between those meetings.
Thanks
Dawn

On Tue Aug 5 20:18 , "Jennifer" sent:

>
>Hello Dawn,
>
>I would like to discuss our options with
>you further so could you give me a call tomorrow given the quick turnaround you
>are requesting? I'm curious about the nominal fees that A
>Helping Hand would be charging if we were to transfer to them and would like to
>know if there are any other agencies, you may be working with during this
>transition. Because we are attempting a Chinese Heritage expedite, I
>would prefer to transition to a China
>Only agency, if possible.
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>
>Please give me a call tomorrow at
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>Thanks.

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>

>From: Dawn Hill

>[mailto:dawnh@commonwealthadoption.org]

>

>Sent: Tuesday, August 05, 2008

>4:53 PM

>

>To:

>

>Subject: Regarding Adoption

>Transfer - China

>

>

>

>Â

>

>Dear Mark and Jennifer;

>

>

>

>Commonwealth Adoptions International Inc. (CAII) has been partnering all along

>with A Helping Hand (AHH) in order to process your adoption from China.Â

>They have been and are the direct placing agency.Â Your dossier has been

>logged in with CCAA (China Center of Adoption Affairs) and it is going take

>some time for them to match your family with a child so you can travel to China and bring

>your child home.

>

>Â

>

>AHH Adoption Agency had an agreement with CAII to provide referral services for

>CAII's China

>program. Under the current circumstances AHH would like to offer you an

>opportunity to work with you directly as an AHH client and provide direct

>services to assist you in your adoption from China.

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>With CAII ceasing adoption services, your adoption case is intended to be

>transferred to AHH, which is a tax exempt organization registered with CCAA to

>provide adoption services to families.Â Transition of your case will not

>interrupt your adoption process or your wait time for referral.Â Nor will

>there be any disruption of the process in China regarding your specific case.

>If you want to learn more about AHH please go to <http://www.worldadoptions.org/>

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>Please remember that change is
>the very nature of adoption. Families that have the best adoption
>experience are flexible and understanding of the changes that will inevitably
>occur.
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