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STATE OF TEXAS, § IN THE DISTRICT COURT  
Plaintiff §  
v. §  
ADOPTION SERVICES ASSOCIATES, INC. §  
d/b/a TIMMENS ADOPTION SERVICES §  
a/k/a ASA §  
Defendant §  
\_\_\_\_<sup>TH</sup> JUDICIAL DISTRICT  
BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, STATE OF TEXAS, acting by and through the Attorney General of Texas, GREG ABBOTT, and complains of and files this Original Petition and Application for a Permanent Injunction complaining of and against ADOPTION SERVICES ASSOCIATES, INC., doing business as TIMMENS ADOPTION SERVICES, and also known as ASA.<sup>1</sup> In support thereof, Plaintiff respectfully shows unto the Court the following:

**I. DISCOVERY CONTROL PLAN**

1. Discovery is intended to be conducted under a Level 2 discovery control plan, pursuant to Texas Rule of Civil Procedure 190.

**II. AUTHORITY**

2. This action is brought by the Attorney General of Texas, GREG ABBOTT, through the Consumer Protection Division, in the name of the STATE OF TEXAS and in the public interest,

<sup>1</sup>Defendant (Adoption Services Associates, Inc.) filed a petition for relief under Chapter 7 of the Bankruptcy Code on April 24, 2012 in the United States Bankruptcy Court for the Western District of Texas, San Antonio Division (Case no. 12-51274-rbk). The instant proceeding is excepted from the automatic stay by virtue of the police and regulatory exception contained at 11 U.S.C. s 362(b) (4); see e.g., *In re Gandy* and *In re Diaz*, 327 B.R. 796, 802 (Bankr. S.D. Tex. 2005) ("where a governmental unit is suing a debtor to prevent or stop a violation of fraud, environmental protection, *consumer protection*, safety, or other similar police or *regulatory laws*, or attempting to fix damages for violation of such a law, the action or proceeding is not stayed") (internal citations and quotations omitted) (emphasis added).

under the authority granted by Section 17.47 of the Texas Deceptive Trade Practices Act, TEX. BUS. & COMM. CODE §§ 17.41 *et seq.* (hereafter "DTPA"), upon the grounds that Defendant has engaged in false, deceptive, and misleading acts and practices in the course of trade and commerce as defined in, and declared unlawful by, Sections 17.46(a) and 17.46(b) of the DTPA. The DTPA permits the Texas Attorney General to bring an action to restrain, by Ex Parte Temporary Restraining Order, Temporary and Permanent Injunction, the use of any method, act, or practice declared to be unlawful by Section 17.46 of the DTPA, where such proceedings are in the public interest.

### **III. DEFENDANT**

3. The Defendant is ADOPTION SERVICES ASSOCIATES, INC., d/b/a TIMMENS ADOPTION SERVICES, a/k/a ASA. Defendant does business in Texas as alleged herein, and may be served with process through the Bankruptcy Trustee Randolph N. Osherow, 342 W. Woodlawn Ave., Suite 100, San Antonio, Texas 78212.

### **IV. VENUE**

4. Venue of this action lies in Bexar County, Texas pursuant to Section 17.47(b) of the DTPA and Section 15.002 of the Texas Civil Practices and Remedy Code, as the transactions and events giving rise to this action occurred in Bexar County and/or because Defendant has done or is doing business in Bexar County, Texas.

### **V. PUBLIC INTEREST**

5. Plaintiff, STATE OF TEXAS, has reason to believe that Defendant has engaged in and will continue to engage in, the unlawful practices set forth below, and Plaintiff has reason to believe that Defendant has by means of these unlawful acts and practices, caused damage to and acquired money from persons in and out of this State, and caused and will continue to cause

adverse effects to legitimate business enterprises which lawfully conduct trade and commerce in this State. Therefore, the Attorney General of Texas has reason to believe that these proceedings are in the public interest.

#### **VI. ACTS OF AGENTS**

6. When it is alleged that Defendant did any act, it is meant that Defendant performed or participated in the act, or that the Defendant's officers, agents, or employees performed or participated in the act on behalf of and under the authority of the Defendant.

#### **VII. TRADE AND COMMERCE**

7. Defendant has, at all times described below, engaged in conduct which constitutes trade and commerce, as those terms defined by Section 17.45(6) of the DTPA.

#### **VIII. NOTICE BEFORE SUIT**

8. The Consumer Protection Division of the Office of the Attorney General has informed the Defendant, at least seven (7) days prior to suit, in general of the alleged unlawful conduct, more particularly described below, by the issuance of a Civil Investigative Demand and oral communications with the Defendant's attorney.

#### **IX. NATURE OF DEFENDANT'S OPERATIONS**

9. Defendant ADOPTION SERVICES ASSOCIATES, INC. was doing business as an adoption agency and they failed to disclose to their clients that they would be closing their business when they requested money from those clients for their adoption services, leading those consumers to believe that the Defendant would fulfill the contract between them to provide adoption related services.

(A) In February 2012, Kerry Craft was contacted by ASA and was asked to make a payment of \$21,225.00 for birth mother expenses and Agency Fees in order for

ASA to continue to work on the adoption. On March 27, 2012, she communicated via email with Nikki Lopez of ASA her concern about not being able to contact the birth mother. Ms. Lopez said ASA would withhold any further payments to the birth mother until contact could be re-established. Ms. Lopez made no mention at that time about any pending closure of ASA. She received an email from Jim McMahon of ASA on April 7, 2012 informing her of the closure of ASA. She subsequently learned that none of the money she paid ASA had been held in reserve, and she would have to pay an additional \$18,940.00 for another company to complete the adoption started by ASA. *See Exhibit A, attached.*

- (B) On October 10, 2011, Lance Levine paid \$13,600.00 to ASA for their Adoption Fee. On March 12, 2012 he was contacted by Nikki Lopez of ASA and asked to make a payment of \$21,400.00 for the remainder of the Agency Fee and expenses, and that the funds would be “earmarked” for payment of the birth mother’s expenses. On March 14, 2012 he was informed that the birth mother had chosen them for adoption, but no mention was made about any financial crisis at ASA. He received an email on April 5, 2012 from ASA informing them that effective immediately, ASA would be ceasing all operations. He later learned that ASA’s license to perform adoption services in New York State had been revoked on November 4, 2011, and that ASA was not legally able to perform adoption services for New York residents. *See Exhibit B, attached.*

#### **X. FALSE, MISLEADING, AND DECEPTIVE ACTS AND PRACTICES**

10. Defendant, as alleged above and detailed below, has in the course of trade and commerce

engaged in false, misleading, and deceptive acts and practices declared unlawful in Sections 17.46(a) and 17.46(b) (5) & (24) of the DTPA. Such acts include:

- A) engaging in false, misleading, or deceptive acts or practices in the conduct of any trade or commerce, as alleged more specifically herein, in violation of Section 17.46(a) of the DTPA;
- B) representing that goods or services has sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not has, or that a person has a sponsorship, approval, status, affiliation, or connection which he does not has, as alleged more specifically herein, in violation of Section 17.46(b)(5) of the DTPA; and
- C) failing to disclose information concerning goods or services which was known at the time of the transaction, when such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not has entered had the information been disclosed, as alleged more specifically herein, in violation of Section 17.46(b) (24) of the DTPA.

### **XI. INJURY TO CONSUMERS**

11. Defendant has, by means of these unlawful acts and practices, obtained money from identifiable persons to whom such money or property should be restored or who, in the alternative, are entitled to an award for damages.

### **XII. TRIAL BY JURY**

12. Plaintiff STATE OF TEXAS herein requests a jury trial and tenders the jury fee to the Bexar County District Clerk's office, pursuant to Texas Rule of Civil Procedure 216 and Section 51.604. of the TEX. GOV. CODE ANN.

**XIII. APPLICATION FOR  
TEMPORARY AND PERMANENT INJUNCTIONS**

13. Because Defendant has engaged in the unlawful acts and practices described above, Defendant has violated and will continue to violate the laws of the State of Texas as alleged in this Petition. Unless enjoined by this Honorable Court, Defendant will continue to engage in business in violation of the DTPA, as alleged herein, and will cause immediate, irreparable injury and harm to the State of Texas and to the general public. Therefore, Plaintiff requests that a Temporary Injunction and a Permanent Injunction be issued.

**XIV. PRAYER**

14. WHEREFORE, Plaintiff STATE OF TEXAS prays that Defendant be cited according to law to appear and answer herein; that after due notice to Defendants and a hearing, a TEMPORARY INJUNCTION be issued; and that on final trial of this cause, a PERMANENT INJUNCTION be issued, restraining and enjoining Defendant, Defendant's successors, assigns, officers, agents, servants, employees and any other person in active concert or participation with Defendant from engaging in the following acts or practices:

- A) transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, invoices or other written or computer generated materials relating to the business of Defendant currently or hereafter in their possession, custody, or control except in response to further orders or subpoenas in this cause;
- B) transferring, spending, hypothecating, concealing, encumbering, or removing from the jurisdiction of this Court any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other

property, real, personal, or mixed, wherever situated, belonging to or owned by, in possession of, or claimed by Defendant, insofar as such property relates to, arises out of, or was derived from the business operation of Defendant;

C) falsely advertising and representing to consumers inside and outside the State of Texas, expressly or by implication, that Defendant can perform any type of adoption services;

D) transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, or allowing the transfer, removal, or withdrawal, from any financial institution or from the jurisdiction of this Court, any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal, or mixed, wherever situated, belonging to or owned by, in the possession of, or claimed by Defendant without notice to Plaintiff and the approval of this Court; and;

E) destroying, altering, mutilating, concealing, transferring, or otherwise disposing of or changing any records related to Defendant or entity in which Defendant has an ownership interest.

17. In addition, Plaintiff, STATE OF TEXAS, respectfully prays that this Court will:

A) adjudge against Defendant civil penalties in favor of Plaintiff in an amount of not more than \$20,000.00 per violation of the DTPA;

B) order Defendant to restore all money or property taken from identifiable persons by means of unlawful acts or practices, or in the alternative, award judgment for damages to compensate for such losses;

- C) order Defendant to pay Plaintiff's, attorney's fees and costs of court, pursuant to Section 402.006(c) of the Texas Government Code;
- D) order Defendant to pay pre-judgment interest on all awards of restitution, damages, civil penalties and attorney fees as provided by law; and
- E) grant all other relief to which Plaintiff may show itself entitled.

Respectfully submitted,

**GREG ABBOTT**  
Attorney General of Texas

**DANIEL T. HODGE**  
First Assistant Attorney General

**JOHN SCOTT**  
Deputy Attorney General for  
Civil Litigation

**TOMMY PRUD'HOMME**  
Assistant Attorney General  
Chief, Consumer Protection Division



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**ATTORNEYS FOR PLAINTIFF**



STATE OF CONNECTICUT     §  
  §  
COUNTY OF HARTFORD     §

**AFFIDAVIT OF KERRY L CRAFT**

Before me, the undersigned authority, personally appeared **KERRY L. CRAFT**, who by me having been duly sworn and identified by her Connecticut Driver's License, did upon her oath state as follows:

"My name is **KERRY L. CRAFT**. I am over 18 years of age, of sound mind, and capable of making this affidavit. I am personally acquainted with the facts stated herein, and verify that they are true and correct.

"We are writing about our relationship with Adoption Services Associates ("ASA"). They were referred to us by our local agency Lutheran Social Services in Rocky Hill, Connecticut. We researched them and found they had been in business for over 20 years and had placed thousands of babies.

"We sent our initial application in June of 2011. We then provided an application fee of \$400.00 on July 22, 2011. Once all of our paperwork was completed, ASA required a \$13,000.00 domestic adoption fee which we provided on September 2, 2011.

"On October 3, 2011 we were advised our application had been accepted and we became a family in waiting. In the first week of February, 2012 we received a call from our caseworker, Nikki Lopez informing us she was showing our profile to three birth mothers. The following week, we were advised we had been chosen by a birth mother and were provided an invoice of estimated expenses. We felt that Ms. Lopez pressured us into making a quick decision whether we would accept the match. We did accept the match and on February 23, 2012 sent ASA an additional \$21,225 covering the balance of the expenses to be incurred. We were provided a contact number for our birth mother and arranged for weekly phone conversations with the couple, though we never spoke with the father.

"On March 3, 2012 we spoke for the first time with Ms. R., the birth mother for about an hour and a half. On March 10<sup>th</sup>, we attempted to contact her, but there was no answer, we again tried to reach her on March 11<sup>th</sup>, but again with no success. We left messages, but our calls were not returned. We expressed our concerns with Ms. Lopez that week about not reaching R [REDACTED] as agreed. She indicated she would speak to her.

"On March 17, 2012, we had a conversation with Ms. R. in which she revealed she had failed a drug test. This was a second failed test and we were extremely upset with ASA that they had not conveyed this information to us directly and we e-mailed Ms. Lopez to call us with more information. We questioned their course of action for



dealing with such circumstances and her response was that they were not concerned about the test as it was early in the pregnancy and they had similar instances with no problems. She then pushed us to make a decision whether to continue with the adoption, but that we would lose the money we'd already spent. We decided we had little choice but to continue with R█████ and we attempted to contact her to discuss our expectations going forward but again we were unable to contact her. Again we reached out to Nikki Lopez for help and she then began to make excuses and provide us various phone numbers for R█████, of those one was disconnected and the other went straight to voice mail but again our calls were never returned. Nikki Lopez indicated to us on March 27<sup>th</sup>, that they were withholding payments to R█████ until she contacted us. That was the last contact we had with Nikki.

"On April 5<sup>th</sup>, we received the email that ASA had ceased operations immediately, providing no details or direction. We received an email from Ms. Lopez on April 6<sup>th</sup>, conveying basically the same thing, but again providing no details or explanations. We continued to be unable to contact R█████, the ASA website had already been shut down and calls both to ASA and Ms. Lopez were all routed to the same answering service message.

"A follow up email from Jim McMahon, President of ASA on April 7<sup>th</sup> mentioned the health issues of Linda Zuflacht, the Executive Director. The last contact we had with ASA was on April 10<sup>th</sup>, advising us our files were forwarded to another adoption agency, Methodist Mission ("MM"). We spoke with Helen Hutt from MM, she indicated she did have our files but when I questioned her about the money she could not provide an answer. She did state that ASA had obviously been mismanaged as the money we provided should have been held in a reserve account to be provided to the birth mother, not used by the agency itself.

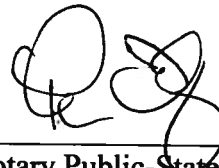
"We have exhausted our avenues for possibly continuing with the adoption process. We were told that to continue the adoption with Rachel would cost us an additional \$18,940, a supposedly discounted rate provided by another adoption agency. To start an adoption from start again would require we outlay an amount similar to what ASA charged us. Neither of these amounts are feasible for us at this time, and considering our ages, our window of opportunity is closing rapidly.

"We are looking for restitution of the \$34,615 which was paid by us to ASA. While some of the money paid was deemed "non-refundable" the payment implied that a service would be provided and no service was provided.

  
KERRY L. CRAFT

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on this the 17<sup>th</sup>

day of May 2012.



Notary Public-State of Connecticut

*Commissioner of Superior*



New York State  
Office of  
Children &  
Family  
Services

[www.ocfs.state.ny.us](http://www.ocfs.state.ny.us)

Andrew M. Cuomo  
Governor

Gladys Carrión, Esq.  
Commissioner

Capital View Office Park  
52 Washington Street  
Rensselaer, NY  
12144-2834

April 13, 2012

Linda Zuflacht  
James McMahon  
Adoption Services Associates  
5370 Prue Road  
San Antonio, Texas 78240

TEXAS ATTORNEY GENERAL

12 APR 27 PM 4: 27

CONSUMER DIV / AUSTIN

Dear Ms. Zuflacht and Mr. McMahon,

Recent information received by the Office of Children and Family Services (OCFS) indicates that Adoption Services Associates (ASA) has closed its office in Texas and plans to surrender or has surrendered its license to operate an adoption program to the Residential Child Care Licensing (RCCL) Division of the Texas Department of Family and Protective Services.

As you are aware, OCFS informed ASA by letter dated November 4, 2011 that ASA was no longer authorized to operate an adoption program in New York State (NYS) for the reasons noted in that letter. You were directed to cease accepting additional New York State clients. However, OCFS also informed ASA that OCFS was willing to work with ASA to conclude adoptive placements involving NYS clients awaiting finalization. ASA was also provided a new application to apply for approval of its adoption program in New York State. By letter dated December 6, 2011, OCFS repeated its offer to work with ASA to conclude adoptions involving New York State clients with whom matches had been made. In addition, OCFS directed ASA to notify all of its NYS clients of the agency's current legal status in New York State and to provide such clients with a contact person at ASA to address client questions and concerns.

With the action ASA has taken in the State of Texas, OCFS is deeming ASA's application in New York for approval to operate an adoption program in New York as withdrawn.

As an adoption agency previously approved by OCFS, the following information must be provided to this office:

- 1) a list of New York State clients who have not yet finalized the adoption process with information on the current status of their adoption plan
- 2) the agency plan for honoring contracts and other agreements with New York clients



- 3) the agency plan to transfer New York client case records to another NYS approved adoption agency
- 4) a copy of the agreement with a NYS approved adoption agency to handle post adoption requirements
- 5) a copy of the agreement with a NYS approved adoption agency to store, maintain and retrieve New York client records

At the request of ASA and by letter dated January 26, 2012 OCFS agreed that Stephen Moisoff could maintain agency files for New York State clients during the application process of ASA. As ASA will no longer proceed with that process in NYS, ASA must identify a New York State authorized agency that will maintain those records.

All of the information required above must be provided in writing within 30 days of receipt of this letter.

Sincerely,



Carol McCarthy

cc: Brenda Rivera  
Leora Neal  
John Stupp  
Craig Sunkes  
Steve Moisoff  
Greg Abbott, Texas Attorney General  
Willy Salas, Texas DFPS

STATE OF NEW YORK,           §  
  §  
COUNTY OF WESTCHESTER   §

**AFFIDAVIT OF LANCE LEVINE**

Before me, the undersigned authority, personally appeared LANCE LEVINE, who by me having been duly sworn and identified by his New York Driver's License, did upon his oath state as follows:

"My name is LANCE LEVINE. I am over 18 years of age, of sound mind, and capable of making this affidavit. I am personally acquainted with the facts stated herein, and verify that they are true and correct.

"My wife and I are residents of the State of New York. After deciding to pursue adoption, we contacted ASA in November 2010, formally applied to adopt through their agency and were accepted into their "Parents in Partnership" program through a letter of acceptance dated November 20, 2010.

"Over the course of the next several months, we went through the arduous process of complying with the adoption requirements of ASA, the State of Texas (where ASA is located and where it was anticipated that the birth mother with whom we were to be matched would be domiciled) and the State of New York, where we are residents. These requirements included, among many things, completing a Home Study done by a licensed social worker and preparing a profile book, a kind of marketing tool to be supplied to potential birth mothers, which involved much work and expense on our part to compile. Having finally completed these requirements, on September 29, 2011, we entered into an agreement with ASA that required us to pay a \$19,600 fee to ASA in consideration for which they would provide certain specified adoption services. We have a copy of this agreement together with the information sheet that was provided to us by ASA which outlines our financial obligations to ASA and the adoption related services that ASA was to provide us. We were then told by ASA that, as per the information sheet, we were now required to pre-pay a portion of the agency fee in the amount of \$13,000.00 (with the balance of the fee due at the time we were matched with a birth mother).

"On October 10, 2011, we paid ASA via check \$13,600.00 towards their adoption fee (an additional \$600.00 over what was required in order to leave an even balance of \$600.00). We have attached a copy of that check. We have also attached an account statement from ASA indicating that we paid \$13,600 towards the adoption fee (the statement also indicates that we paid \$400 in connection with our original application to adopt through ASA for a total of \$14,000).

PLAINTIFF'S  
EXHIBIT  
B

"On October 18, 2011, we were informed by ASA in writing that we had successfully satisfied the requirements to become "parents-in waiting" and that our "file had become active", i.e., that we were now ready for ASA to find a birth mother match for us.

"Based on conversations we have recently had with Susan Gilman and John Stupp of the New York State Office of Children and Family Services ("OCFS"), we learned that on November 4, 2011, just three weeks after we were notified that we were "parents in waiting", OCFS informed ASA in writing that due to ASA's repeated failure over many years to comply with New York's corporate filing requirements, ASA was no longer authorized to do business in New York and that as such ASA could no longer place children for adoption in New York or charge a fee in relation to such placements and that ASA must immediately cease all adoption related business in New York. We have included herewith a copy of the November 4, 2011 letter sent by OCFS to ASA. We were also told by OCFS that OCFS informed ASA at this time that ASA was required to (i) notify each of its' New York clients that it was no longer authorized to provide adoption services to such client and (ii) refund the fees it had previously collected from each of its New York clients (because ASA could no longer legally provide them with adoption services). According to OCFS, soon thereafter, ASA verbally informed OCFS that ASA had complied with these requirements, although apparently no documentation was ever provided to OCFS verifying that fact. In reality, we were never informed by ASA (or by the State of New York) that ASA was no longer authorized to do business in New York. By not informing us in November that they could no longer complete an adoption for us, as they were legally required to do, ASA ended up delaying our search for a new adoption agency by five months. In addition, in violation of OFCS order, none of the adoption fee that we pre-paid to ASA was ever refunded to us.

"Being unaware of ASA's legal problems in New York at the time, after being designated "parents in waiting", we continued to anxiously await news from ASA that they had found a potential birth mother to match us with. Over the next few months, we not receive any news from them, which was somewhat concerning, but we tried to be patient as we had been told by many sources that the adoption process can take time. Finally, on March 12, 2012, we were contacted by ASA (via group e-mail to all of their clients) about two adoption possibilities. We have included a copy of that e-mail herewith. My wife and I decided that it was worth pursuing one of these possibilities (Case #2 from the e-mail). Over the course of the next couple of days we had several calls with Nikki Lopez, ASA's case worker for this matter. We were informed by Ms. Lopez that ASA needed an adoptive family to commit to the adoption and to pay the difference between the \$35,000 cost of the adoption referenced in the e-mail and the \$13,600 already paid to ASA (\$21,400) by the end of the week. We were told that a check would need to be made out to ASA \$21,400 and that such funds would be ~~me~~ earmarked for payment over time to the birth mother for the birth mother's legitimate expenses (medical, rent, clothing, food, etc.). On March 14, 2012, we were told by ASA that the birth mother had selected us to adopt her baby (over several other potential adopting families), putting the decision squarely on our shoulders whether to proceed

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with this particular adoption or not. At no point during this process were we informed by ASA that ASA was in financial crises and that as a result, it would, or might not, be able to complete the adoption. Furthermore, at no point in time, were we informed that ASA was no longer legally authorized to complete adoptions with New York residents like ourselves. In any event, after much soul searching and mental anguish, we elected not to go through with this particular adoption, partly because of some health concerns and partly because something did not feel right about having so much pressure put on us by ASA to commit to the adoption and to come up with an additional \$21,400 so quickly.

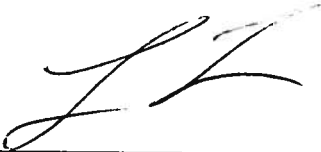
“I should add that the latter concern was apparently well founded. From news reports and information, we have received from other clients of ASA, we have subsequently learned that when ASA ceased operations on April 5, 2012, it ceased making payments to birth mothers out of the client funds that it had received specifically earmarked for that purpose and that it has not returned any of those funds to its’ clients.

“Although our decision to not proceed with the adoption of this particular baby meant that we did not lose the additional \$21,400, the decision resulted in my wife and I suffering a significant amount of emotional distress, as it was very difficult to come so close to finally getting the family that we have dreamed about for so long and only to feel compelled to pass up the opportunity. We should never have been put in that position by ASA. At that time, only three weeks before they went out of business, ASA’s director and employees knew, or should have known, that their financial problems meant that they couldn’t complete the adoption. Even if that were not the case, they had known for months they were no longer legally permitted to place adoptions with New York residents such as ourselves. Simply stated, this opportunity should never have been presented to us and we, therefore, should never have been put through the emotional stress of having to make such a decision.

“After that ordeal in mid-March 2012, we remained ready, willing and able to go through with our plans to adopt and anxiously awaited the next opportunity to be presented by ASA. However, on April 5, 2012, we received a group e-mail from ASA notifying us that effective immediately, ASA would be ceasing all operations due to financial problems and that as such it would not be performing any of the adoption services that we had paid them to perform. We immediately called their office and left a message with an answering service. The call has never been returned. We e-mailed them asking for more information. They never responded. The following day, April 6, 2012, we sent them a formal via e-mail and certified mail, informing them that we remained ready, willing and able to complete an adoption, that their notice of the previous day constituted a breach of their agreement to provide adoption related services and that as a result, we were requesting the refund of our fee and the return of all documents in our file. We have received no response to the letter nor have we received any refund or any of our documents. In fact, we have not received any information from ASA about how best to proceed under the circumstances.

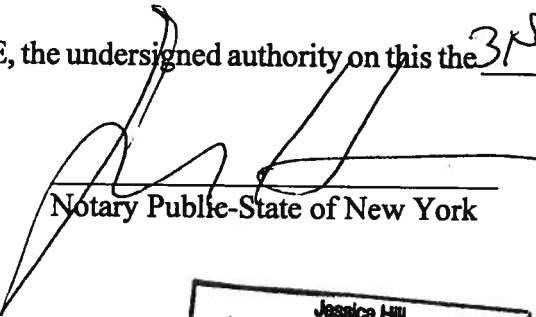


"In summary, we paid \$13,600 towards ASA's adoption fee in exchange for services that were never performed by ASA and asked for but not received a refund of the fee.



LANCE LEVINE

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority on this the 31<sup>st</sup>  
day of May 2012.



Notary Public-State of New York

Jessica Hill  
Notary Public, State of New York  
Qualified in Westchester County  
No. 01H6096824  
Commission Expires July 21, 2015