

IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL DISTRICT OF TENNESSEE AT SHELBYVILLE

JUSTIN HANSEN, by and through his next friends, WORLD ASSOCIATION FOR CHILDREN AND PARENTS and Leonid Lvovich Mityayev, as the Legal Custodian of the minor child, and the WORLD ASSOCIATION FOR CHILDREN AND PARENTS, and NATIONAL COUNCIL FOR ADOPTION, as the Designated Liason for Leonid Lvovich Mityayev, the Legal Custodian of the Minor Child In Moscow, Plaintiffs,

Case No. 12062

Judge F. Lee Russell

-vs-

TORRY HANSEN, Defendant.

FINAL JUDGMENT

This cause came on to be heard on the 17th day of May, 2012, the Honorable Lee Russell presiding, upon a hearing for damages and child support pursuant to this Court's previous Order granting default judgment on all counts, entered on March 7, 2012, and based upon the evidence presented in open court, statements of counsel and a review of the record as a whole, the Court finds as follows:

- 1. In light of this court's previous Order granting default judgment, the well-pleaded allegations as set forth in the Amended Petition are to be taken as true for the

purpose of this damages hearing. The court wishes to draw attention to the following facts.

- a) On or before April 8, 2010, Justin A. Hansen, then age seven years, was abandoned by his mother, Torry Hansen, and grandmother, Nancy Hansen, by placing him on a one-way flight back to Russia, his country of birth. Justin is, by virtue of his adoption by Ms. Hansen, a United States citizen whose home state is Tennessee and whose legal domicile is located within Bedford County, Tennessee.
- b) Justin A. Hansen, whose pre-adoption birth name is Artem Vladimirovich Saveliev, is a minor child and citizen of both Russia and the United States, currently age 9 years, who was born on April 16, 2002, in Lesozavodsk, Primorsky Krai, Russia. Justin was adopted by Tennessee resident Torry Hansen on September 29, 2009. Following his adoption he resided at all times with his adoptive mother, Torry Hansen at 1809 Highway 41A, North, Shelbyville, Bedford County, Tennessee 37160. He brings this action by and through his next friend, World Association for Children and Parents (WACAP), the adoption agency responsible for his placement and the National Council for Adoption.
- c) On or about July 23, 2009, after traveling to Russia to visit with Justin, and after also having carefully reviewed all of the information provided to her regarding this minor child, Torry Hansen sent a notarized letter to WACAP expressing her desire to adopt him. In this letter, Ms. Hansen stated under oath as follows:

I want to adopt Justin because I feel that he is the "perfect" child for me. He is a sweet, smart, adorable little boy and I feel that he will be a wonderful addition to my family.

Among the resources available to meet Justin's needs are: Excellent health insurance, extensive support network and access to the International Adoption Clinic at Monroe Carell Jr. Children's Hospital. This clinic offers services that I will utilize. Justin will first be seen by a physician, developmental psychologist, physical therapist, and an occupational therapist. Staff will then work with me and Justin to develop a treatment plan and provide ongoing support and assistance for subspecialty care.

- d) In response to Ms. Hansen's written request, WACAP initiated steps with the appropriate government agencies and officials within Russia to obtain approval for placement of Justin with Ms. Hansen for adoption.
- e) On or about July 23, 2009, Torry Hansen entered into a contract with WACAP known as a "Child Acceptance and Placement and Post-Placement Agreement" (hereinafter "Placement Contract"). This agreement constitutes a binding contract between Ms. Hansen and WACAP and sets forth in detail the mutual obligations undertaken by both with regard to the adoption and placement of this minor child.
- f) In the Placement Contract signed by Torry Hansen she expressly agreed to the following continuing support obligation for Justin:
4. Should it be determined that the child(ren) should be removed from my/our home, I/we agree to notify WACAP to allow WACAP to participate in future planning for the child(ren). In the event of such a removal, I/we agree to remain financially responsible for all costs of care for the child(ren), including but not limited to the cost of any foster care placement and any treatment costs as agreed to in Paragraphs 3 and 11.
- g) Torry Hansen also acknowledged her understanding in the Placement Contract that the minor child could be "suffering from physical or

emotional problems or diseases which are unknown to WACAP.” In addition, she acknowledged that the minor child may suffer from physical, psychological, emotional or behavioral conditions which are undiagnosed, unreported and/or unknown to WACAP.

- h) Ms. Hansen also agreed to abide by all post-placement reporting requirements as required by the minor child’s country of origin, and to be responsible to reimburse WACAP for all of its costs and expenses, including attorney’s fees in the event legal action became necessary to enforce any of these provisions of the contract.
- i) Pursuant to the Child Citizenship Act of 2000, Public Law 106-395, which took effect on February 27, 2001, any child whose adoption was finalized in the child’s home country, as is the case with Russian adoption, becomes a United States citizen immediately upon entry into the United States as a lawful permanent resident. By virtue of this Act, Justin Hansen became a United States citizen upon his entry into the United States when he first entered the United States with Ms. Hansen, and he remains a citizen of the United States as of the filing of this Petition. As such he is vested with the full measure of constitutional rights, freedoms, and protections guaranteed to all United States citizens.
- j) Since abandoning the minor child, the Respondent Torry Hansen has failed to provide any child support or other financial provision for the care or maintenance of the minor child.

- k) Justin Hansen is a dependent and neglected child and in is need of an order of support.
2. In addition, the Court makes the follow specific findings of fact:
- a) Upon Justin Hansen's abandonment in Moscow on April 8, 2010, the representatives of the Russian Federation began providing care for the child;
  - b) Justin Hansen was hospitalized from April 8, 2010 to April 29, 2010;
  - c) Justin Hansen was transferred to an orphanage, Boarding School No. 19, in Moscow, with its Director, L.L. Mityaev, as the child's custodian. The child remained at this institution until October 31, 2011, or at total of 556 days;
  - d) The monthly cost of care for Justin Hansen during his stay at Boarding School No. 19 was 75,139.26 Rub., or 2,470.33 Rub. per day. The total cost of care at this institution being 1,373,503.48 Rub., or \$44,735.00.
  - e) On November 14, 2011, the child was transferred to "Children's Village SOS Tomilino" with A.A. Vasiliev, as Director in charge of his care and custody.
  - f) The monthly cost of care for Justin Hansen during his stay at "Children's Village SOS Tomilino" was 42,870 Rub. per month, plus 25,107 per month for medical-psychological-pedagogic support, totaling 67,977 Rub., or 2265.90 Rub. per day; The total cost for the 183 days in this institution is 414,659.70 Rub. or \$13,505.46.

- g) The total amount of damages incurred for the past care, medical attention, and support for Justin Hansen from the date of his abandonment by the Respondent, Torry Hansen, through the effective date of this Order is *\$58,240.46*.
- h) In converting the Rubles to U.S. Dollars, the Court relies upon the conversion table as published in the Wall Street Journal, May 16, 2012 edition. That rate of conversion is .03257 of Rubles to U.S. Dollars. Applying this rate of conversion the court finds that the amount of damages sustained by Justin Hansen, or on his behalf, as a result of the defendant's breach of the Placement Contract owed by the Defendant, Torry Hansen, is \$58,240.46.
- i) The Court finds that Justin Hansen is a proper third party beneficiary of the "Child Acceptance and Placement and Post-Placement Agreement" referred to in paragraph 1(e) above.
- j) In addition to these contract damages as set forth in sub-¶¶ (f) through (h) herein, the court finds that Justin Hansen, currently age 10 years, is a dependent and neglected child within the meaning of Tenn. Code Ann. § 36-5-101(b)(2), and he shall remain in need of future care, maintenance and support going forward until he reaches the majority age of eighteen, or is re-adopted. The court finds, based on the testimony of Lillian Thurgeson of the World Association of Children and Parents, that in the year 2008, at the time of the initial home study provided by Torry Hansen, Ms. Hansen's monthly gross income was \$5,232.00 per month. This is the only information available to the Court regarding Ms. Hansen's income

due to her failure or refusal to respond to discovery, appear for a deposition or to appear before this court as previously ordered. Applying the Tennessee Uniform Child Support Guidelines to this monthly gross income, and using the Child Support Worksheet as published by the Tennessee Department of Human Services, the Court finds that Torry Hansen's current child support obligation for Justin Hansen is \$1,000 per month. Accordingly, it is ORDERED, ADJUDGED and DECREED that the Defendant Torry Hansen shall be and hereby is ORDERED to provide child support for Justin Hansen in the amount of One Thousand Dollars (\$1,000) per month, commencing on June 1, 2012.

- k) The Court finds that a bank account has been established at the Savings Bank of Russia on behalf of the minor child and his legal custodian, the account number of which the court shall hold under seal, and that this account has been designated by the Russian authorities as a depository for any funds recovered on behalf of the minor child.

3. In addition to the breach of contract damages sustained by Justin Hansen, as the third party beneficiary of the "Child Acceptance and Placement and Post-Placement Agreement", the World Association for Children and Parents has suffered direct damages as a result of the breach of this Placement Contract by Torry Hansen. These damages consist of expenses incurred in the immediate aftermath of learning on April 8, 2010, that the minor child had been abandoned by Torry Hansen, and in the WACAP's cooperation with the Russian authorities to assure that the minor child's best interests were being met and that information required by the Russian authorities under the post-placement

provisions in the Russian adoption decree were being satisfied. The damages total some \$29,361.00. In addition, WACAP incurred attorney's fees incurred in the enforcement of the "Child Acceptance and Placement and Post-Placement Agreement," recovery of which is expressly allowed under this Placement Agreement, in the amount of \$62,735.00.

IT IS ACCORDINGLY ORDERED, ADJUDGED and DECREED as follows:

1. The Plaintiff, Justin Hansen is awarded compensatory damages in the amount of \$58,240.46;
2. The Plaintiff, WORLD ASSOCIATION OF CHILDREN AND PARENTS, is awarded compensatory damages in the amount of \$29,361.00, together with attorney fees in the amount of \$62,735.00, which includes the amount earlier awarded to Larry L. Crain in the Court's Order entered on March 12, 2012, in the amount of \$4,963.00.
3. The Court incorporates into this Final Judgment its earlier award of attorney's fees to Ray C. Stoner in an Order entered on April 16, 2012, in the amount of \$765.00; and its award of attorney fees to Larry L. Crain in its Order entered on March 12, 2012 in the amount of \$4,963.00.
4. The Defendant, TORRY HANSEN, is ORDERED to provide ongoing child support for Justin Hansen in the amount of One Thousand Dollars (\$1,000) per month, commencing on June 1, 2012, by mailing or delivering a check in this amount to the Clerk of the Circuit Court of Bedford County, Tennessee, together with any applicable Clerk's fee, unless otherwise directed by this Court.

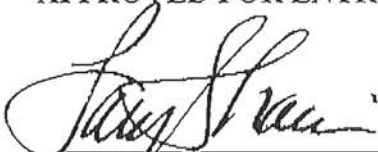


**IT IS SO ORDERED.**



Judge, Circuit Court

**APPROVED FOR ENTRY:**




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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 17<sup>th</sup> day of May, 2012, a true and exact copy of the foregoing document has been forwarded to the person(s) listed below:

Torry Hansen  
1809 Hwy. 41A North  
Shelbyville, TN 37160

by the method identified as follows:

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Delivery Service
- Certified Mail, Return Receipt Requested
- Facsimile

  
LARRY L. CRAIN