

UNITED STATES FEDERAL DISTRICT COURT  
IN THE MIDDLE DISTRICT COURT OF FLORIDA

**BRETT & KAREN TOWER, BRIAN &  
JENNIFER STUCKERT, KELLY  
GILMORE & DONYSIA GREEN-  
GILMORE, DONALD & MELODY  
BOSLEY and DEBBIE BEATY**  
Individuals  
Plaintiffs

v.

**ADOPTION PARTNERS, INC**  
a South Carolina For-Profit Corporation  
and  
**JOANNE MITCHELL,  
AND TODD MITCHELL**  
Individuals  
**Jointly and Severally**  
Defendants

Hon.:

Case No.: 08-

**PLAINTIFFS  
COMPLAINT FOR VIOLATIONS**

**OF: 18 U.S.C. §§ 1341, 1343,  
18 U.S.C. § 1962(c)  
18 U.S.C. § 1962(d)**

- UNJUST ENRICHMENT,
- CONVERSION,
- CIVIL CONSPIRACY,
- FRAUDULENT  
MISREPRESENTATION,
- INNOCENT  
MISREPRESENTATION.
- INTENTIONAL INFLICTION  
OF EMOTIONAL DISTRESS,
- NEGLIGENT INFLICTION OF  
EMOTIONAL DISTRESS
- WRONGFUL ADOPTION

**PLAINTIFFS DEMAND A JURY**

**Joni M. Fixel (P56712)  
Marlo D. Smith (P70362)  
Fixel Law Offices, PLLC**  
Attorney for Plaintiffs  
4990 Northwind Drive, Ste 121  
East Lansing, MI 48823  
[jfixel@fixellawoffices.com](mailto:jfixel@fixellawoffices.com)  
(517) 332-3390 phone  
(517) 853-0434 fax

**Myra Loughran (28119)  
Myra Loughran, P.A.**  
Local Counsel for Plaintiffs  
333 First Street, Suite 305  
Jacksonville Beach, FL 32250  
[myra@jaxbeachlaw.com](mailto:myra@jaxbeachlaw.com)  
(904) 249-8500 phone  
(904) 249-4042 fax

Brett and Karen Tower, Brian and Jennifer Stuckert, Kelly Gilmore and Donysia Green-  
Gilmore, Donald and Melody Bosley, and Debbie Beaty (“Plaintiffs”) hereby allege and

state the following Complaint against Defendants Adoption Partners, Inc., Joanne Mitchell and Todd Mitchell, (hereinafter referred to collectively as “Defendants”).

**PARTIES**

1. Plaintiffs Brett and Karen Tower are United States citizens residing in the State of Florida.

2. Plaintiffs Brian and Jennifer Stuckert are United States citizens residing in the State of Virginia.

3. Plaintiffs Kelly Gilmore and Donysia Green-Gilmore are United States citizens residing in the State of California.

4. Plaintiffs Donald and Melody Bosley are United States citizens residing in the State of California.

5. Plaintiff Debbie Beaty is a United States citizen residing in the State of Florida.

6. Defendant Adoption Partners, Inc. (“AP”) is a South Carolina For-Profit Corporation with a principal place of business at 716 Carriage Hill Road, Simpsonville, South Carolina, 29681.

7. Defendants Joanne (“JM”) and Todd Mitchell (“TM”) are upon information and belief United States citizens residing in the State of South Carolina. JM held herself out to be the Chief Executive Officer of AP, its President and its Director and an expert in Guatemalan Adoptions. TM is upon information and belief a Director of AP.

**JURISDICTION AND VENUE**

8. This action is brought under the Federal Racketeer Influenced and Corrupt

Organization ("RICO") statute, 18 U.S.C. § 1961 et seq., and various other Maryland statutes and common law doctrines. The matter in controversy exceeds the sum or value of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00), exclusive of interest and costs, and is between citizens of different states. Jurisdiction is vested in this Court by virtue of 28 U.S.C. §§ 1331 and 1332.

9. Because claims brought under Florida law are also so related to Plaintiffs' federal claims, over which the Court has original jurisdiction, that they form part of the same case or controversy under Article III of the United States Constitution, the Court also has jurisdiction over Plaintiffs' Florida common law and statutory claims pursuant to 28 U.S.C. § 1367.

10. A substantial part of the events and omissions giving rise to the claims stated herein occurred in this District and all defendants are subject to the personal jurisdiction of this judicial district. Venue is proper in this District and Division pursuant to 28 U.S.C. §§ 1391 and to 18 U.S.C. §1965(b).

## **BACKGROUND ALLEGATIONS**

### **Plaintiffs Brett and Karen Tower**

11. Plaintiffs Brett and Karen Tower ("Plaintiffs") decided to adopt a child from Guatemala. After spending several months researching adoption agencies they decided to use Defendant AP. One of the reasons that the Plaintiffs chose Defendant AP as an agency was that it advertised that it was a non-profit 501(c) 3 agency. (See **Exhibit A**)

12. Plaintiffs were further induced into using Defendant AP for their adoption program because of the multiple claims listed on the website. These included sections on

Commitment, Honesty, Communication and other statements. This agency was advertised as “your Guatemalan Adoption Specialist.” Defendant AP’s statement on the website “Adoption Partners is the only licensed agency that will personally visit with your baby in Guatemala every 4 weeks.” These statements were meant to induce prospective adoptive parents into trusting the Defendants to professionally complete the adoptions. **(See Exhibit B)**

13. On or about May 26, 2006, the Plaintiffs contracted with Defendant AP to begin their adoption.

14. On or about July 21, 2006, even though the Plaintiffs were not “paper ready” (all dossier paperwork prepared and approved by the US Customs and Immigration Service), Defendant JM matched the Plaintiffs with a referral for little boy, Oliver. **(See Exhibit C)**

15. On or about July 21, 2006, Defendant JM once again sent an e-mail that stated that the Defendants had employees in Guatemala that checked “each and every case, each and every day.” **(See Exhibit D)**

16. The Plaintiffs had their dossier complete on or about August 10, 2006. Plaintiffs remained matched with young Oliver and proceeded with the adoption process. At that time the Plaintiffs sent a check for \$12,000.00 to the Defendants.

17. On or about September 7, 2006, the Plaintiffs received an e-mail advising them that the DNA taken of Oliver was a match with the birthmother and that the case was going to the Embassy and would afterward be submitted to Procoduria Nacional de Guatemala (“PGN”) (equivalent to the Attorney General’s Office) by “October 10 at the latest!” **(See Exhibit E)**

18. The Plaintiffs received an e-mail that the adoption of young Oliver had received pre-approval on October 10, 2006. They were told by Defendant JM that it would take a day or two before the case would be submitted to PGN for finalization.

19. On or about October 18, 2006, the Plaintiffs were assured by Defendant JM that their case was in PGN. **(See Exhibit F)**

20. On or around November 17, 2006, the Plaintiffs and their teenaged daughters traveled to Guatemala to visit young Oliver and bond with their son. When the Plaintiffs returned they emailed Defendant JM to tell her how attached the family was with Oliver. **(See Exhibit G)**

21. On or about November 27, 2006, Defendant JM responded to the Plaintiffs that “There is no other case more VIP than this one. We are in the hands of the PGN but are pulling every string we can to get your case moved to the top of the pile.” **(See Exhibit H)**

22. On or about December 26, 2006, Defendants sent out an email to all of the prospective adoptive parents advising them that changes had been made in Guatemala and among other things, any parents wanting to travel would need to provide a Visit Affidavit to the U.S. Embassy. Upon information and belief, the Defendants were using this as an excuse to deter parents from traveling to Guatemala to visit their children. **(See Exhibit I)**

23. On or about January 12, 2007, after several requests, Defendant JM sent the Plaintiffs the PGN number to show that the adoption had been submitted into PGN. When Plaintiffs questioned Defendant JM how she was able to get the PGN number so quickly, Defendant JM responded “We have always had it. ....” “No agency ever gets them and no one ever hands them out.” **(See Exhibit J)**

24. (Due to the vague answers) that the Defendants had been providing the Plaintiffs, the Plaintiffs began to worry that there were problems with the adoption so they hired Adoptions Supervisors (“AS”) to check into the status of the adoption. The Plaintiffs spent an additional \$3,000.00 to hire AS.

25. On or about January 23, 2007, the Plaintiffs wrote to the Defendants to tell them how disappointed they were with the lies that they had been told. The Defendants had told the Plaintiffs that they were submitted to PGN on October 17, 2006 but the actual date of submission was December 21, 2006. This fact was only uncovered after hiring outside help (AS). On January 23, the case was still sitting in the admissions office, and had not even been assigned to a first reviewer. No one in PGN had looked at the case for a full 7 weeks. Defendants had been giving false information to the Plaintiffs. **(See Exhibit K)**

26. The Defendants replied by stating “We have just discovered and confirmed this information as of late yesterday too. We are very disappointed to find that *the office* not only lied to us but went to great lengths to deceive us about the actual case assigned to other case numbers.” “Adoption Partners goes to great lengths to keep on the cases and most certainly has paid much more attention to this case. It never crossed our minds that an office would produce fake PGN receipts and assure us that a case number was in fact assigned to one family when in reality it was assigned to a totally different agency.” **(See Exhibit L)**

27. On or about February 28, 2007, the Plaintiffs advised the Defendants that they were planning on traveling to visit Oliver again. The Defendants warned the Plaintiffs that they could not travel to visit their son (although they had successfully done so twice before). The reason the Defendants gave was that “ **The police raided several foster mothers homes**

**yesterday. ...Guatemala is not very adoption friendly right now and we are not allowing any families to visit at all...**” In an attempt to scare the Plaintiffs and to prevent their traveling to visit their son. Defendant AP’s advertising had stated that visiting was open any time. **(See Exhibit M)**

28. On or about March 28, 2007, Plaintiffs learned from AS that there was a problem with their case. Plaintiffs wrote to the Defendants to advise them that the file had been “kicked out” of PGN for a previo (mistake that must be corrected before the adoption paperwork can be approved by the PGN). The case was kicked out on March 13, 2007 and was still sitting on the desk of PGN. Again proving that the Defendants did **not** have a person checking the adoption cases daily despite repeated assurances. **(See Exhibit N)**

29. On or about April 5, 2007, the Plaintiffs once again asked the Defendants if they would make arrangements for Oliver to visit if the Plaintiffs traveled to Guatemala. Defendants responded with “We can not guarantee that any child with this office will actually be able to come to the hotel or visit if the parents come. It is no secret that we are having huge control, honesty and progress issues with this office. We cannot authorize any family visits at this time, regardless of how great of a deal the flight is.” **(See Exhibit O)**

30. On or about April 5, 2007, Defendants said that they would travel to Guatemala City themselves but would not send any photos of Oliver because some had been sent out recently. The Plaintiffs responded with a letter that told the Defendants how disappointed they were that the Agency wasn’t even sure where their son, Oliver was living and for all of the other lies and misrepresentations the Defendants had sent. **(See Exhibit P)**

31. On or about April 9, 2007, the Plaintiff questioned the Defendants why they couldn’t travel to visit Oliver when other families were traveling to Guatemala to visit their children

as evidenced by the DVD obtained from AP's recent visit. Defendants responded that "They have different offices and have made other arrangements." (See Exhibit Q)

32. On or about April 10, 2007, in an attempt to intimidate and silence the Plaintiffs, the Defendants sent a letter to the Plaintiffs advising that "*the office*" had not intention of cooperating with the Defendants and assisting with completing the adoptions. The letter also stated that Oliver's Grandmother was asking for Oliver back which could cause an investigation by the authorities. It also stated that "*the office*" was angry at the Plaintiffs and insisting on an apology letter. Finally, the letter said "**Right now, it would really be best if Oliver just laid low and we pray for a fast completion to this case.....there are several other cases at risk, not just yours.**" (See Exhibit R)

33. On or about May 15, 2007, when the Plaintiffs once again begged for an update on their case, the Defendants sent a flippant response "**Didn't you hire Manfred to manage your case? He would be checking on it I assume.**" (See Exhibit S)

34. On or about June 17, 2007, Defendants sent an e-mail to the Plaintiffs. Among many other fabrications, the Defendants attempted to intimidate the Plaintiffs by telling them "**I will remind you again, if you send any funds to anyone other than Adoption Partners, we will NOT be responsible for your case being completed and your child being able to come home.**" (See Exhibit T)

35. On or about June 20, 2007, the Defendant JM telephoned the Plaintiffs demanding the final payment for the adoption. According to the contract this payment was due when the case came out of PGN but no one from Defendant AP had notified Plaintiffs that the case had been approved and out of PGN. Defendants later sent an additional email demanding payment at approximately 11:13 am. (See Exhibit U)

36. When the first e-mail did not elicit the response the Defendants were seeking, another email was sent at 1:15pm. In a bold attempt to threaten, extort and intimidate, the Defendants sent an email threatening to create an investigation into the adoption that would delay the completion of the adoption unless payment was made immediately. (See **Exhibit V**)

37. Plaintiffs received several emails from Defendants suggesting that they pay bribes to help complete their adoption. Plaintiffs did not participate in the suggested activity. (See **Exhibit W**)

38. Plaintiffs finally completed their adoption and brought Oliver home on July 18, 2007 but not without spending thousands of dollars over the amount contracted, hiring AS and months of stress and sleepless nights.

39. Plaintiffs were induced into an adoption where the Defendants involvement almost prevented the completion of the adoption. The Defendants repeatedly provided false information and their unethical behavior, lack of monitoring and misrepresentations delayed the adoption. Plaintiffs have been damaged financially and emotionally by the Defendants illegal activities.

#### **Plaintiffs Brian and Jennifer Stuckert**

40. Brian and Jennifer Stuckert (“Plaintiffs”) contacted Defendants in June 2006 to discuss adopting a baby from Guatemala. Once the Plaintiffs had decided to use the Defendants adoption services after being reassured by their website advertising, they began working on preparing their dossier.

41. On or about October 19, 2006, Defendants emailed Plaintiffs the “10 Steps to Your Adoption” which estimated the adoption should be complete in 26 weeks or less. This correspondence clearly stated **“Please be assured that we are monitoring each case on a daily basis. We are constantly in contact with the attorney to be sure that they are following up on your case.”** (See Exhibit X)

42. On or about November 6, 2006, Defendant JM went a Power of Attorney to the Plaintiffs and had already filled in the name of “Manuel de Jesus Sapon” who the Plaintiffs had been matched with for their adoption. Defendant JM assured the Plaintiffs that she had spoken to the attorney who was caring for the baby. She said **“..The other good thing about all of this is that the BM (birth mother) has not changed her mind and will not change her mind so that is not anything that you will have to worry about. I confirmed that the atty has all the documents and is ready to rush to get the DNA authorization from the Embassy so we could even have that by the end of the next week if we hussle (sic)...”** (See Exhibit Y)

43. On or about November 11, 2006, the Plaintiffs sent the Defendants \$12,000.00 for the first fees to begin the adoption of baby Manuel.

44. On or about January 7, 2007, the Plaintiffs asked Defendants where the case stood as far as the first required DNA steps. The Defendants responded with a promise that they would have the DNA authorization that week. (See Exhibit Z)

45. On or about January 23, 2007, Defendants advised the Plaintiffs that they finally had received DNA authorization. (See Exhibit AA)

46. On or about February 28, 2007, Defendants advised Plaintiffs that they had sent a bribe to the Guatemalan social worker in the family court to perform the interviews with the BM. (See **Exhibit BB**)

47. As the case continued to drag on, the Plaintiffs continued to ask for updates from the Defendants. On or about April 24, 2007, the Plaintiffs finally received notice that the adoption had received Pre-approval status which would allow the case to move on to Family Court then to PGN. (See **Exhibit CC**)

48. On or about July 5, 2007, Defendants assured the Plaintiffs that they are still “working on getting the case out of Family Court and into the PGN.” (See **Exhibit DD**)

49. On or about August 3, 2007, the Plaintiffs finally received notice that their adoption had entered PGN. Defendant JM stated “**We will push push push to get it approved fast for you !!!!!**” (See **Exhibit EE**)

50. On or about August 30, 2007, Defendants sent the Plaintiffs an email advising that their adoption case should soon go the second reviewer and that it should be out soon. Defendant JM mentions that they have “**a guy in the PGN that can make it in one week but he costs \$3,000 to use.**” Defendants went on to remind the Plaintiffs where to send their final fees. (See **Exhibit FF**)

51. On or about September 26, 2007, Defendants advised the Plaintiffs that the case was now stuck on the second reviewer’s desk in Guatemala. Again Defendant JM mentioned that they had a PGN contact that charges \$3,000 to get the case signed in a few weeks. (See **Exhibit GG**)

52. On or about October 18, 2007, Plaintiffs asked if they needed to update their Homestudy (“HS”) because they were told by their local agency that their HS was one year

old and should be updated. Defendants responded “..I would just ignore ABC and their homestudy stuff.” (See **Exhibit HH**)

53. Plaintiffs were planning to travel to see their baby, Manuel in late October 2006 and had made flight arrangements and arrangements to be away from their jobs.

54. On or about October 23, 2007, Defendants sent the Plaintiffs an email titled “I need to talk with you/serious problem.” In the body of the message, Defendants claimed that the birth mother (“BM”) had been called in for an interview but the BM said her baby had died and she was arrested by the investigators. Defendants warned the Plaintiffs not to travel because it looked like the adoption had a 50/50 chance of being cancelled. (See **Exhibit II**)

55. On or about October 24, 2007, the Defendants sent a letter to the Plaintiffs to be notarized and to be sent to Guatemala City. Defendant JM admitted in the email that she had “...*tried at least 9 times to replicate your signatures so I could just sign it here for you but they are too detailed and I could not get it to look close enough (sorry!)*”. (See **Exhibit JJ**)

56. Later the same day the Plaintiffs sent a list of questions to the Defendants to clarify the shocking news sent to them the day before. The Plaintiffs were trying to sort out the various inconsistencies in the stories that the Defendants had sent them. The Plaintiffs wanted to know why they couldn’t travel to see baby Manuel. (See **Exhibit KK**)

57. On or about October 30, 2007, Defendants sent Plaintiffs the news that they had hired a Guatemalan attorney to determine the status of their adoption. After explaining that the BM had come back and wanted to reclaim her child. The Defendants end the message with the statement “**I am so sorry to say that we will not be able to complete this**

**adoption of Manuel for your family. I am so very sorry. We can discuss some options for a new adoption plan or what you might be thinking to do....”(See Exhibit LL)**

58. On or about November 1, 2007, the Plaintiffs responded to the Defendants stating **“please send us an e-mail outlining all of our options, in and out of Guatemala, along with your advice and recommendations. *We are going through some grief here and would like to be able to read through things rather than try to follow along in a phone call. We would then call within the next few days with questions when we can pull ourselves together.*”** Plaintiffs were clearly grieving the loss of their dream of bringing their son home and could not quickly just “switch” to another child (as suggested by Defendants) as if it were a vehicle purchase. **(See Exhibit MM)**

59. The stress and grief of losing the adoption of Manuel caused the Plaintiffs to become physically ill. **(See Exhibit NN)**

60. On or about November 5, 2007, Defendants responded to the Plaintiffs that they would have to work to obtain a new referral for the Plaintiffs but that they would help subsidize the costs if the Plaintiffs wanted to start a new adoption in Guatemala and they would have a referral by the end of the week. Defendants also offered to start an adoption for the Plaintiffs in Ethiopia and that a case could be started immediately. **(See Exhibit OO)**

61. The Plaintiffs responded with some additional questions for the Defendants including a copy of the written report of the Guatemalan attorney on the failed adoption of Manuel. Defendants responded by sending the fees for an Ethiopian adoption and by telling the Plaintiffs that there was no written report from the attorney. **(See Exhibit PP)**

62. After careful thought about the situation, on November 19, 2007, the Plaintiffs wrote the Defendants that they had lost confidence in the process and that they wanted a refund of their fees paid.

63. The Defendants responded that there would be no refund and refunds were not allowed according to the contract. The Defendants gave the Plaintiffs 5 days to decide whether they wanted to continue in another adoption or their file would be closed. (**See Exhibit QQ**)

64. On or about December 5, 2007, Plaintiffs asked for more information both about the Ethiopian adoptions and where baby Manuel was located. Defendants responded that they had encountered some boys in Guatemala that they decided these children weren't right for the Plaintiff. Defendant JM wrote "There will be some out of pocket expenses to start a new case in Guatemala and I will have to work fast to make the arrangements but we can do that. OR we can wait for a cute, healthy baby from Ethiopia to come to us...." (**See Exhibit RR**)

65. On or about December 9, 2007, Defendant JM wrote the Plaintiffs offering Baby Boy David who was "available at a reduced fee". Plaintiffs decided not to continue any adoptions with the Defendants having no confidence that they could complete an adoption. (**See Exhibit SS**)

66. Plaintiffs did not complete any adoption with the Defendants and although nothing had been done by the Defendants according to their advertising or the contract, the Defendants have refused to refund the money.

67. Plaintiffs were induced into an adoption where the Defendants failed to complete the adoption. The Defendants repeatedly provided false information and their unethical

behavior, lack of monitoring and misrepresentations delayed the adoption. Plaintiffs have been damaged financially and emotionally by the Defendants illegal activities.

**Plaintiffs Donald and Melody Bosley**

68. Donald and Melody Bosley (“Plaintiffs”) contacted the Defendants on or about February 2007 to inquire about adopting a girl from Guatemala. The Plaintiffs were not asking about a specific child but asking about any available toddler girls around the age of three.

69. During the first telephone conversation with Defendant JM, the Plaintiffs were told about a young boy whose adoption had been disrupted and would be ready to adopt very quickly because the DNA tests had already been completed. Defendant JM stated **“He should be home by June or July.”**

70. On or about March 2, 2007, Defendant JM offered the Plaintiffs a young boy, Carlos Daniel Macz for a referral. This is the boy that she had previously mentioned to the Plaintiffs as being available from a disrupted adoption. She offers the adoption at a reduced rate of \$18,000.00. **(See Exhibit TT)**

71. On or about March 12, 2007, Defendant JM confirmed that the Plaintiffs had been matched with Carlos. The Plaintiffs were not paper ready.

72. On or about May 10, 2007, Defendants state that they are trying to get Carlos home for the Plaintiffs by Christmas. **(See Exhibit UU)**

73. On or about June 5, 2007, Defendants had the Plaintiffs sign a Power of Attorney for Guatemalan Attorney “Maria Del Rosario Cordero Ramirez”. This was the attorney who was to manage the adoption in Guatemala allowing the Plaintiffs to adopt Carlos.

74. On or about June 12, 2007, the Plaintiffs requested documentation from the Defendants of the background of Carlos.

75. On or about June 13, 2007, the Plaintiffs completed their dossier and sent the same to the Defendants.

76. On July 3, 2007, the Plaintiffs faxed Defendant JM their 171-H approval from the U.S. Department of Homeland Security. Defendant JM e-mails that they can finally start the adoption. The Plaintiffs make a second request for documentation of the background of Carlos.

77. On July 5-7, 2007, Plaintiff Melody visits with Carlos for 3 days in Guatemala City.

78. On or about July 19, 2007, Defendants wrote to the Plaintiffs saying **“We are working to get the file to the Embassy so they can change the Petitioner name to you from the previous family.”** Defendants indicated that the case had been submitted to PGN.

79. On or about July 20, 2007, Defendants wrote the Plaintiffs to tell them that they were trying to locate the BM of Carlos at the Embassy request. **(See Exhibit VV)**

80. Upon the request of the Plaintiffs, Defendants sent a document with the 10 steps to Adoption. In this document it shows that there a birth mother is required to be interviewed in Family Court and to sign the final documents after PGN approves the adoption. **(See Exhibit WW)**

81. On or about July 31, 2007, Plaintiffs make a third request for information about the background of Carlos. Defendant JM responded **“That is the least of our problems right now as of today. We are having a very difficult time locating the birth mother to come in to get some new pictures of her for the Embassy....”** Defendant JM was suggesting

that photos of the BM was all that would be needed to complete the adoption of Carlos.

(See Exhibit XX)

82. On or about August 13, 2007, Defendants advised the Plaintiffs that they could not find the BM. (See Exhibit YY)

83. On or about August 30, 2007, Congressman Mike Thompson, acting on behalf of the Plaintiffs reported back that the Guatemalan Embassy had no record of the Bosleys or of little Carlos. If Carlos was truly a disrupted adoption then his name should have been on file at the Embassy.

84. On or about September 6, 2007, after multiple excuses and vague answers from the Defendants, the Plaintiffs demand to see some documentary proofs that their adoption had been submitted to Family Court.

85. In an attempt to blame the parents for the misrepresentations about the adoption, Defendant JM responded via email with **“As you will recall, I sent you a detailed email a few months back explaining that this case might not be able to go forward. I told you at that time that you should seriously consider changing your adoption plans for Carlos. You clearly stated that you wanted to wait it out. So now you have to wait it out.....I am all but ready to simply cancel the case as this picture fiasco is most likely not going to work out.”**

86. On or about September 12, 2007, the Plaintiffs confirmed that Maria Del Rosario Cordero Ramirez was not the attorney on their case.

87. On or about September 26, 2007, the Plaintiffs received a long e-mail from the Defendants that listed several options that they had concerning the adoption of Carlos.

Defendant JM clearly was not happy that the Plaintiffs had uncovered the lies she had told them surrounding their adoption. (See Exhibit ZZ)

88. On or about October 1, 2007, Plaintiffs hired Adoption Supervisors Group (“ASG”) to help them sort out and complete their adoption of Carlos. Hiring ASG cost the Plaintiffs an additional \$3000.00.

89. On or about October 8, 2007, ASG sent the first report that there were no records of their adoption at Family Court, PGN or the Supreme Court of Guatemala. There was no record of the Power of Attorney or any submission to any Guatemalan office. (See Exhibit AAA)

90. On or about October 25, 2007, the Plaintiffs hired a private investigator to find the BM at an additional \$2,000.00.

91. After over a month with no communication from the Defendants they finally contacted the Plaintiffs. On or about October 29, 2007, the Defendants sent an email to the Plaintiffs telling them that if they chose to continue the adoption they would no longer be responsible and the Plaintiffs must sign a release of responsibility. Defendants threatened in the email **“If you chose not to sign the Release of Responsibility, we will remove Carlos from his current living situation and have no choice but to turn him over to the Guatemalan Government Children Services for care. At that point, he will not be available for adoption to your family.”** (See Exhibit BBB)

92. Plaintiffs under great duress and fear for their son Carlos’ safety, signed the Release of Responsibility. The adoption has taken over 20 months when they had been promised by Defendants that it would only take 4-5 months and Carlos is still not home with his parents. Plaintiffs have spent over \$37,000 while Carlos still is in an orphanage in Guatemala.

93. Plaintiffs were induced into an adoption where the Defendants did absolutely nothing to even begin the adoption. The Defendants repeatedly provided false information and their unethical behavior, lack of monitoring and misrepresentations delayed the adoption. Plaintiffs have been damaged financially and emotionally by the Defendants illegal activities.

**Plaintiffs Kelly Gilmore and Donysia Green-Gilmore**

94. Plaintiffs Kelly Gilmore and Donysia Green-Gilmore (Plaintiffs) applied for an adoption with Defendants and completed their dossier in the summer of 2006. The Plaintiffs were referred and matched with baby “Nehemias Abraham Lopez Gomez” who was born on July 22, 2006. The Plaintiffs gave Nehemais the name of Jacob.

95. The Defendants had promised monthly pictures, videos and monthly medical updates throughout the adoption process.

96. On or about October 18, 2006, the Defendants advised the Plaintiffs that their adoption case had entered PGN. (See **Exhibit CCC**)

97. During November 2007, Plaintiffs visited with Jacob and noticed that his breathing seemed labored. In December 2007, the Plaintiffs requested the Defendants get a full physical of the baby but received an email told that Defendants “were closed for the season.” The next medical visit for the baby took place after the Defendant’s holiday closure.

98. In January 2007, Plaintiffs hired AS to help determine the status of the adoption due to the many inconsistent stories they had received from the Defendants. AS reported back on January 9, 2007, that their case had not entered PGN as promised by Defendants in

October 2006, January 8 & 9, 2006. Instead it had been sent to Family court on November 30, 2006.

99. By January 2007, after several requests for updates, the Plaintiffs called PGN to obtain the PGN registry number for Nehemias' adoption. The PGN officials told the Plaintiffs that they could not find record of this adoption. When the Plaintiffs questioned the Defendants about the PGN number they were sent a rude, condescending, and spiteful e-mail from Defendant JM reminding the Plaintiffs of all of the things the Defendants had done in their case. **(See Exhibit DDD)**

100. On January 26, 2007, Plaintiffs confronted Defendant JM to ask if she was working with a facilitator named Theo or Thanasis Collias who had been banned by the United States Embassy from doing adoptions.

101. On January 29, 2007, in retaliation for the questions being asked, Defendants sent Plaintiffs a letter stating that the BM interview didn't take place, that the Defendants couldn't complete the case but offered to start another adoption immediately. Defendants demanded a response by February 1, 2007 – **4 days later.** **(See Exhibit EEE)**

102. On or around February 18, 2007, the Plaintiffs told Defendants that they would like to visit Jacob in March and asked for recommendations on travel dates. Defendants responded that they were not allowing families to travel due to safety issues. **(See Exhibit FFF)**

103. The Plaintiffs asked the Defendants to confirm that the PGN process took approximately 12 weeks, to which the Defendants replied “**Right now they are completing cases in about 8 weeks and we are getting many out much faster than that....**” **(See Exhibit GGG)**

104. In March 2007, Plaintiffs asked for a medical update for Jacob. Defendants scanned and sent a copy of a report from January that said “**as you can see your child is healthy and thriving.**”

105. On March 21, 2007, Defendants sent an email telling the Plaintiffs that if they didn’t have a new medical report from Dr. Rivera by Monday, they were free to follow up on their own. Even though the agency had charged \$4,000 to facilitate the adoption, they were directing the Plaintiffs to do their own medical follow up. Defendants were apparently resentful that so many parents were asking for updates. (See Exhibit HHH)

106. On or about April 14, 2007, the Defendants sent the Plaintiffs an email admitting that they had no idea where Jacob was at that time. The Defendants hadn’t seen him in months and even confirmed with the Doctor that the child hadn’t been in for medical appointments. The Defendants admitted that they couldn’t confirm that the child was with the same foster mother or had been moved. Defendant JM even eluded that the Plaintiffs had made other arrangements and had moved the child. (See Exhibit III)

107. Two weeks later, the Defendants wrote an email to the Plaintiffs that she was not accepting all of the excuses the Guatemalan office had given for not having Jacob available. Again Defendant JM used the opportunity to chastise the Plaintiffs for being too involved with the adoption. (See Exhibit JJJ)

108. Upon information and belief the Defendants had a disagreement with their Guatemalan adoption facilitator “Theo” and could not obtain additional information about Jacob for the Plaintiffs.

109. On or about May 7, 2007, the Plaintiffs worked with the Guatemalan facilitator and completed their adoption of Jacob. Defendants did virtually nothing at all according to the contract even after the Plaintiffs had paid them \$14,000.00.

110. The Plaintiffs paid AS an additional \$5,000.00 to find out the actual status of their adoption because of the lies and misrepresentations of the Defendants. The Plaintiffs paid additional fees in trips to Guatemala to try to sort out the adoption mess that Defendants had made.

111. The Plaintiffs brought Jacob home and 3 days later the baby turned blue and was rushed to the hospital where they found he had a heart condition named Ventricular Septal Defect (“VSD”). The baby was so weak he could hardly breathe. Jacob had to undergo open heart surgery but was very close to not being healthy enough for the surgery.

112. Defendants had a duty to have a full competent medical exam done of Jacob throughout the adoption process. The negligence of the Defendants almost took the life of Jacob.

113. The Plaintiffs were induced into an adoption that almost never took place due to the incompetence’s of the Defendants. Plaintiffs were induced into an adoption that Defendants never intended to complete through Defendants assurances, unethical behavior, lack of monitoring and misrepresentations. Plaintiffs have been damaged financially and emotionally by the Defendants illegal activities.

**Plaintiff Debbie Beaty**

114. On or about July 23, 2006, Plaintiff Debbie Beaty (“Plaintiff”) received a referral from Defendants for a little girl, Andrea Lopez Perez. Defendant JM told the

Plaintiff she had 24 hours to decide if she wanted to be matched with this beautiful little girl or she would lose the referral. (See Exhibit KKK)

115. On or about July 24, 2006, Plaintiff accepted the referral of Andrea.

116. From August 10, 2006 – August 29, 2006, Plaintiff went to visit baby Andrea. During that visit the baby needed to see a doctor. The baby had an eye infection that appeared to be present at birth and had not been addressed. Now, over one month later, the baby still had the eye infection and the doctor prescribed eye drops for 10 (ten) days. The first day Plaintiff was in Guatemala and fed the baby, the child would cry for hours. The doctor put the baby on special formula due to severe stomach pains from lactose intolerance.

117. In a telephone call from Defendant JM, the Defendant JM yelled at the Plaintiff for taking the baby to the doctor and changing the formula. Although Defendant JM claimed that she was available to assist in the event of any problems, instead she made it more difficult for the Plaintiff. Plaintiff paid all physician costs each time the children went to the doctors.

118. Upon the pick up trip the foster mother didn't come to the hotel, instead a strange man showed up to retrieve the baby. Plaintiff refused to turn the baby over to a stranger but in a telephone call to Defendant JM, the Plaintiff was told to hand the baby over to the stranger with no explanation from Defendants.

119. On or about September 1, 2006, Plaintiff inquired about adopting a second child from Guatemala through the Defendants. They were immediately given a referral of Anthony Calan Hernandez. The Plaintiff accepted the referral and signed the Power of Attorney to begin the adoption process of Anthony. The Plaintiff asked if one of the

children could be moved so they were in the same foster home. Plaintiff figured that this would make the transition easier on the children during the pickup trip. Defendants assured Plaintiff that Andrea would be moved to Anthony's foster home by the *end of the week*. (See **Exhibit LLL**)

120. On or about October 2, 2006, Plaintiff was told by the Defendants that their adoption had received pre-approval and was entering PGN within a week.

121. On November 3 – 15, 2006, Plaintiff traveled to Guatemala to visit the children. When Plaintiff arrived at the hotel, Anthony's foster mother came with Anthony and Andrea was not there. Plaintiff asked where Andrea was and was told that her foster mother was stuck in traffic. Since September, Plaintiff had been told that the children were bonding at the same home and despite several assurances that Andrea was living at the same foster home as Anthony, it wasn't true.

122. Plaintiff took the children to the doctor while she was in Guatemala the second time. Andrea was still fighting the same eye infection. Plaintiff had left medication for the foster mother to administer to Andrea, and apparently it hadn't been done. Andrea was also severely anemic. Anthony had chronic intestinal worms that the physician informed Plaintiff he had for at least the past six (6) months, and was also severely anemic. Anthony had spots under his skin which were the result of bugs burrowing under the skin from deplorable living conditions. Despite several conversations as to the health of the children, Plaintiff was reassured that the children were in perfect health. Defendant JIM informed Plaintiff that her staff would be able to assist in taking the children to the doctors when necessary. Plaintiff decided to take the children herself, yet contacted the Defendants assistant in Guatemala several times to

discuss these medical issues, and received an angry email from Defendant JM berating her for disturbing her staff. Plaintiff left medications and instructions with the foster mothers to treat the children.

123. On or about November 28, 2006, Defendant JM told Plaintiff that both cases had been through Family Court interviews and they were waiting for the judge to sign off on the adoption so Anthony's adoption could go to PGN. Plaintiff inquired about whether anyone had followed up on Anthony's intestinal worms. Defendant JM assured her that she would check and let the Plaintiff know how he was doing.

124. On or about December 1, 2006, Defendant JM told Plaintiff that Anthony had been to the doctor and his worms were all cleared up. Plaintiff asked for a doctor's slip stating the same but never received one. Defendants told Plaintiff that Anthony's adoption had entered PGN.

125. On or about January 2, 2007, Plaintiff asked for an update on Andrea's adoption since it had been almost three (3) months since it had entered PGN. Plaintiff asked for a PGN number and was told by Defendant JM that she (Plaintiff) didn't need it and would not get it. On or about January 3, 2007, Plaintiff hired Adoption Supervisors who checked the status of the adoptions at PGN. Plaintiff was told that the adoptions had never entered PGN. Plaintiff spent an additional \$5,200.00 to hire Adoption Supervisors. **(See Exhibit MMM)**

126. On or about January 4, 2007, Plaintiff emailed the U.S. Embassy to determine whether both Pre-approval/consents had been issued for the children. Plaintiff also emailed Defendant JM requesting the Pre-Approval number for both children.

Again she was told that “**she didn’t have any need for the number. The consents for both cases are long done and the files are in PGN**” (See Exhibit NNN)

127. On or about January 5, 2007, Plaintiff had a Spanish speaking friend call PGN to determine whether the cases were in PGN but no records were found. When the Plaintiff again requested the PGN number from the Defendants she was told that the assistant had checked on their cases the day before and both adoptions were in PGN. (See Exhibit OOO)

128. Again the Plaintiff requested PGN numbers as she was assured by the PGN submission office that they would assist her in tracking down the cases if they had been submitted. Plaintiff related all of this information to Defendant JM.

129. On January 8, 2007, Defendant JM wrote to the Plaintiff to tell her that she “doubts that the Plaintiff spoke to someone in PGN.” Then Defendant JM advised that her contact inside of PGN told her that the files were soon to be kicked out with previos. (See Exhibit PPP)

130. On January 9, 2007, Defendant JM once again advised the Plaintiff that both cases are in PGN and that she has no intentions of giving the Plaintiff the PGN case numbers. The Embassy sent an email to the Plaintiff stating that Andrea’s pre-approval was issued on October 2, 2006 and picked up on October 4, 2006. Anthony’s pre-approval was issued on December 1, 2006 but had not yet been picked up. (See Exhibit QQQ)

131. After several days of questioning Defendant JM how Anthony’s case could have entered PGN without proof of pre-approval, she finally responded to the Plaintiff on January 17, 2007. Defendant JM stated that she had been given the wrong

information from “*the office*” and that she was working to correct it. Defendant JM finally admitted that the Pre-approval/consent for Anthony had not even been picked up.

**(See Exhibit RRR)**

132. On or about January 23, 2007, Defendant JM advised the Plaintiff that the cases had not entered PGN but should by January 30, 2007, if not sooner. **(See Exhibit SSS)**

133. For the next few days, the Plaintiff emailed Defendants to get a status update on Family Court and the adoptions. Defendant JM promised updates but none were given. On January 30, 2007, Plaintiff received an email from Adoption Supervisors advising her that her files had not entered into Family Court anywhere in Guatemala City.

134. Plaintiff once again asked Defendant JM for an explanation and was told to contact the Defendant’s attorney herself. Defendant JM provided an e-mail address and telephone number for the attorney. When Plaintiff called the number – it was non-existent and there was no response from the email address provided.

135. On or about February 1, 2007, Adoption Supervisors advised Plaintiff that the file had just entered Family Court. The Plaintiff had to advise Defendant JM of this. Defendant JM promised both files would definitely be in PGN as of that date, but in reality the cases had just entered Family Court.

136. On or about February 3, 2007, Defendant JM wrote Plaintiff that the Defendants paid \$1000 to get the Director’s sign off on the adoptions. Defendant JM wrote “**It costs \$1000 and we do it all the time..**” **(See Exhibit TTT)**

137. On or about February 8, 2007, Adoption Supervisors went to Family Court to get a status update but they were told that the Defendants had told the Family Court not to release any information to Adoption Supervisors. Plaintiff wrote to the Defendants and demanded information if they (Defendants) were going to block all other means of getting information on the cases.

138. On or about February 14, 2007, Defendant JM wrote Plaintiff to tell her that the Family Court social worker was upset with Adoption Supervisors and is “refusing” to work on their case. Plaintiff reminded Defendants that if they had been doing their job correctly, the Plaintiff wouldn’t have had to hire Adoption Supervisors and spend an additional \$5,200.00.

139. Defendant JM responded by telling the Plaintiff that the social worker was refusing to work on the case. Defendant JM also gave the Plaintiff a thinly veiled threat by stating “**I will not be surprised if the birthmothers suddenly show up and change their minds, and there will not be a *damn thing we can do about it*. Call Adoption Supervisors and tell them they have effectively ended your case.**” (See Exhibit UUU)

140. On February 19, 2007, Defendant JM advised that the Family Court Social Worker will not work on the case until Plaintiff and her husband have a psychological evaluation from a Licensed Mental Health Counselor.

141. On February 24, 2007, Defendant JM wrote Plaintiff again stating that the Family Court was still demanding a psychological evaluation. The reasoning given by Defendant JM was “**the feeling being if you cannot handle a well documented delay in your adoption case, then how prepared are you to handle an unexpected medical condition, a reading disability, a delay in speech or simply a child that does not**

**behave.”** Defendant JM demanded to speak personally to the social worker who completes the report before the exam begins. (See **Exhibit VVV**)

142. On or about March 10, 2007, Defendants sent medical reports on both children to the Plaintiff. This medical report was a duplicate of the report sent in January 2007 (which was a medical report from November 2006).

143. Even after the Plaintiff and her husband participated in the agency directed counseling (which is illegal and improper for Defendants to order). Defendant JM berated the Plaintiff on the counseling report that was written by a licensed social worker. In another attempt to intimidate and manipulate, Defendant JM harassed the Plaintiff. (See **Exhibit WWW**)

144. On or about March 30, 2007, Adoption Supervisors advised the Plaintiff that both adoptions have finally entered PGN.

145. On or about April 15, 2007, Plaintiff wrote to Defendants to request a visit trip to see the children. Defendants denied the request. Defendant told Plaintiff that *the office* is unreliable and may not bring the children for a visit if they travel. Defendant JM advised the Plaintiff that their case is in PGN but she did not have a PGN number.

146. In May 2007, the adoption case is kicked out of PGN twice for previous but Defendants never advised the Plaintiff of any problems. All updates Plaintiff received were from Adoption Supervisors. (See **Exhibit XXX**)

147. In June 2007, the adoption case is kicked out of PGN again with a request from PGN for a letter stating that the Plaintiff was aware that the children were not related. (See **Exhibit YYY**)

148. On or about June 27, 2007, Plaintiff found out that the paperwork requested by PGN had never been received by Defendants. Plaintiff sent an additional copy of the paperwork directly to the Guatemalan office contact who took it directly to the PGN. The Guatemalan office asked that they not disclose to Defendant JM that they had the paperwork for 2 weeks and then send her a copy of the paperwork. It was at this time that the Plaintiff realized that Defendant JM was no longer working with the Guatemalan office to complete her adoptions.

149. On or about July 2, 2007, July 5, 2007 and July 13, 2007, Defendant JM emailed the Plaintiff requesting the second half of the agency fee and the second half of the attorney's fees for both adoptions. (See **Exhibit ZZZ**)

150. On July 17, 2007, Plaintiff requested a visit to Guatemala to visit the children because the case has just re-entered PGN. Defendant JM responded she was upset that she had to contact Plaintiff's husband, faxed the home, faxed the Plaintiff's husband's boss and called the homestudy before she heard back from the Plaintiff. As usual, Defendant JM was requesting money and said she would "check on a visit trip." Plaintiff never heard again about the visit trip from the Defendants. On or about July 20, 2007, Defendant JM emailed the Plaintiff to let her know that she had the letter for PGN but wanted her payment in full. (See **Exhibit AAAA**)

151. On or about July 25, 2007, Plaintiff got an email from Adoption Supervisors that told her that the adoption file was with the first reviewer. Later that day, the Plaintiff received a telephone call from "the office" that the file had exited PGN and the adoption was approved. Defendants did not contact the Plaintiff to let her know the adoption had exited PGN.

152. Defendants made it clear that when they thought the adoption would be completed, even if Plaintiff completed the adoption through hiring others to do the work, that all they were interested in was collecting more fees. The Defendants wrote, harassed and threatened to try to get Plaintiff to send fees. (See Exhibit BBBB)

153. On or about July 30, 2007, Defendant JM even wrote to the Plaintiff with implied threats that she would have to contact INS due to the Plaintiff's HS being expired. The alternative was to pay her money. (See Exhibit CCCC)

154. On or about July 29, 2007, both new birth certificates were issued and on August 10, 2007, the Plaintiff and her husband traveled to pick up their children.

155. The Plaintiff was induced into an adoption that almost never took place due to the incompetence of the Defendants. Plaintiff was induced into an adoption that Defendants never intended to complete through Defendants assurances, unethical behavior, lack of monitoring and misrepresentations. Defendants attempted to force the Plaintiff into making decisions through threats and intimidation and even resorted to forgery as a normal course of business. Plaintiff has been damaged financially and emotionally by the Defendants illegal activities.

**DEFENDANT ADOPTION PARTNER'S**  
**SCHEME TO DEFRAUD**

156. Defendant AP has engaged in a scheme to defraud people seeking to become parents. The Defendant AP conducted this scheme to defraud through a system of offering children to the new parents and demanding a signed illusory contract and a wire of thousands of dollars.

157. Through this scheme, the Defendant AP gathered money and requested wired payments for additional unspecified fees with the threat that if these fees aren't paid, the adoption will cease. Defendants AP and JM did almost all of their adoption business using the telephone, faxes and/or e-mail. Money was wired to bank accounts using telephone wires.

158. Throughout the course of the process, the Defendant AP engaged in a series of fraudulent representations designed to induce the continued interest and to gain additional money from the parents.

159. The Defendant AP is willing to engage in such brazenly criminal activity given the hyper-sensitive and vulnerable state of people who desperately want to be parents.

160. Moreover, the Defendant AP faces little to no threat of civil action by the adoptive parents because of the constant threat of the Defendant AP stopping any adoption that is currently in the system.

161. Once the Defendant AP had obtained the money from the prospective parents, the Defendant AP abruptly stopped communicating and informed the prospective parents that "they are too impatient" when they ask too many questions regarding the adoption process.

162. Upon information and belief, Plaintiffs were victimized by the Defendant AP's scheme to defraud to the extent they relied upon the Defendant AP's fraudulent "factual" representations regarding the adoptions, birth mother or family returning for children, status of dossier, the AP attorneys and in-country coordinators involved in the adoptions and the status of the adoptions.

163. Defendant AP began its scheme to defraud to the extent that they began presenting false information to the Plaintiffs and the AP clients. Plaintiffs succumbed to the Defendant AP's scheme to defraud and to the extent Plaintiffs relied on the Defendant AP's fraudulent representations that these adoptions would take place. The Defendant AP has refused to return money and personal property and continue to use these for its own illegitimate benefit. To this day, Plaintiffs continue to be so victimized by the Defendant AP's scheme to defraud. *See supra* ¶¶ 11 –155.

164. Upon information and belief, Plaintiffs allege that other unknown prospective parents have sustained and continue to sustain similar injuries by reason of the Defendant AP's scheme to defraud.

**DEFENDANTS' AP AND JOANNE AND TODD MITCHELL'S SCHEMES TO SOLICIT BRIBES, EXTORT, AND DEFRAUD**

165. Defendants AP, and Joanne and Todd Mitchells have engaged in schemes to solicit bribes and extort money and property from prospective parents seeking to adopt children from Guatemala. Defendants AP, and Joanne and Todd Mitchell have conducted their scheme of bribe solicitation and extortion through enterprises consisting of their corporate entity and/or an association-in-fact enterprise consisting of the Corporate Defendant AP.

166. Through their patterns of bribe solicitation and extortion, Defendants' AP, and Joanne and Todd Mitchell seek to wrongfully obtain money from prospective parents who are desperately hoping to adopt a child.

167. Plaintiffs were victimized by the schemes of bribe solicitation and extortion of Defendants' AP, and Joanne and Todd Mitchell in that, Defendants' AP, and Joanne and Todd Mitchell caused the Plaintiffs to send money for adoptions that have not been completed, may not ever be completed or adoptions that were already completed and the money was sent due to the fear of Defendants' AP, and Joanne and Todd Mitchell preventing its completion.

168. Defendants' AP, and Joanne and Todd Mitchell repeated schemes to defraud caused Plaintiffs to incur substantial expenses pursuing a dream of being parents that would never come to fruition unless Plaintiffs succumbed to the patterns of bribe solicitation, extortion or fraud.

169. Upon information and belief, Plaintiffs allege that other unknown prospective parents have sustained and continue to sustain similar injuries by reason of Defendants' AP, and Joanne and Todd Mitchell schemes of bribe solicitation, extortion and mail/wire fraud.

**ACTS VIOLATING THE MAIL AND WIRE FRAUD STATUTES**  
**18 U.S.C. §§ 1341, 1343**

170. Pursuant to the events described in paragraphs 11 –155, *supra*, the Defendants AP, and Joanne and Todd Mitchell knowingly devised or knowingly participated in the schemes or artifices to defraud Plaintiffs or to obtain the money or property of Plaintiffs by means of false or fraudulent pretenses, representations, or promises.

171. Pursuant to the events described in paragraphs 11 –155, *supra*, the Defendants AP, and Joanne and Todd Mitchell could foresee that the mails would be used

“for the purpose of” advancing, furthering, executing, concealing, conducting, participating in or carrying out the schemes, within the meaning of 18 U.S.C. §§ 1341 and 1343. In particular, Defendants could foresee that the mails would be used to receive and/or deliver, *inter alia*, money and false or fraudulent representations regarding the adoptions, facilitators and the agreement among the parties; the status of ongoing adoptions and the remedies for problems with adoptions. Defendants AP, and Joanne and Todd Mitchell continued possession of Plaintiffs money and private information; gained through Defendants AP, and Joanne and Todd Mitchell bribe solicitation and extortionist demands.

172. Defendants AP, and Joanne and Todd Mitchell acting singly and in concert, personally or through their agents, as co-conspirators, or as aiders and abettors, used the mails or caused the mails to be used “for the purpose of” advancing, furthering, executing, concealing, conducting, participating in, or carrying out the schemes, within the meaning of 18 U.S.C. §§ 1341 and 1343.

173. In advancing, furthering, executing, concealing, conducting, participating in, or carrying out the schemes, the Defendants AP, and Joanne and Todd Mitchell specifically used the wires/ mails or caused the wires/mails to be used to receive or deliver, *inter alia*, every email, facsimile, letter or telecommunication described in paragraphs 11 –155, *supra*.

174. In advancing, furthering, executing, concealing, conducting, participating in, or carrying out the schemes, the Defendants AP, and Joanne and Todd Mitchell also specifically used the wires/mails or caused the wires/mails to be used to receive or deliver, *inter alia*, the emails, facsimiles, letters or telecommunications with the Plaintiffs regarding all adoption matters.

175. Each and every use of the mails and wires described above was committed by the Defendants AP, and Joanne and Todd Mitchell with the specific intent to defraud Plaintiffs or for obtaining the money or property of Plaintiffs by means of false or fraudulent pretenses, representations, or promises.

176. Defendants' acts of mail and wire fraud are in violation of 18 U.S.C. §§ 1341 and 1343 and constitute racketeering activity as defined by 18 U.S.C. § 1961(1)(B).

### **COUNT ONE**

#### **RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT 18 U.S.C. § 1962(c) (Defendant AP)**

177. Plaintiffs re-allege paragraphs 1 through 176 as if restated herein.

178. At all relevant times, some or all of the following individuals constituted an "enterprise," within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), in that they were "a group of individuals associated in fact": Adoption Partners, Inc., Joanne and Todd Mitchell.

- (a) Adoption Partners, Inc., (the "AP") is individually a "person," within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who associated with and/or participated in the conduct of said enterprise's affairs.
- (b) From at least May 2006 and continuing through the present, the Defendant AP, personally or through their agent or agents, conducted, participated in, engaged in, conspired to engage in, or aided and abetted, the conduct of the affairs of

the enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c). The Defendant AP's pattern of racketeering activity consisted of:

- (i) a scheme to defraud (*see supra* ¶¶ 11 –155) that was knowingly and intentionally devised by the Defendant AP to obtain Plaintiffs money or property by means of false or fraudulent pretenses, representations, or promises; and, for the purpose of executing such scheme, the Defendants placed or caused to be placed in a post office, or authorized depository for mail, matter that furthered the scheme to defraud (including but not limited to the communications described in ¶¶ 11 –155); each Defendant committed mail fraud, in violation of 18 U.S.C § 1341, each time it used or caused the mails to be used to distribute the materials described in paragraphs 11 –155 and elsewhere;
- (ii) a scheme to defraud (*see supra* ¶¶ 11 –155) that was knowingly and intentionally devised by Defendant AP to obtain Plaintiffs money or property by means of false or fraudulent pretenses, representations, or promises; and, for the purpose of executing such scheme, the Defendant AP transmitted or caused to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce matter that furthered the scheme to defraud (including but not limited to the communications described in ¶¶ 11 –155); each Defendant committed wire fraud, in violation of 18 U.S.C § 1343, each time it used or caused interstate wires to be used to distribute the materials described in paragraphs 11 –155 and elsewhere;
- (iii) receiving and/or possessing Plaintiffs property, in violation of 18 U.S.C. § 2315, valued at \$5,000 or more, which crossed a state or international boundary after the Defendant AP stole, unlawfully converted, or took Plaintiffs property and which the Defendants knew was stolen, unlawfully converted, or taken

(including but not limited to the events described in paragraphs 11 –155 and elsewhere);

- (v) transporting, transmitting, or transferring in interstate commerce any goods, wares, merchandise of the value of \$5,000 or more, knowing the same to have been stolen converted or taken by fraud, each and every time that the Defendant AP caused Plaintiffs to transmit property across state or international boundaries and each time that the Defendant AP transmitted Plaintiffs property to third-parties across state or international boundaries as (including but not limited to the events described in paragraphs 11 – 155), in violation of 18 U.S.C. § 2314.

These acts all occurred after the effective date of RICO and more than two such acts occurred within ten years of one another.

179. At all relevant times, the enterprise alleged in paragraphs 11 –155 was engaged in, and its activities affected, interstate commerce and foreign commerce.

180. All of the predicate acts described above were related so as to establish a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1962(c), in that their common purpose was to defraud Plaintiffs or other similar prospective adoptive parents of property or money; their common result was to defraud Plaintiffs or other similar prospective adoptive parents of property or money; the Defendant AP, through their agent or agents, directly or indirectly, participated in all of the acts and employed the same or similar methods of commission; Plaintiffs or other similar prospective adoptive parents were the victims of the fraudulent acts; and/or the acts were otherwise interrelated by distinguishing characteristics and were not isolated events.

181. All of the predicate acts described above were continuous so as to form a pattern of racketeering activity in that:

- a) The Defendant AP engaged in the predicate acts described above over a substantial period of time (from at least May 2006 through the present); or
- b) The pattern of racketeering activity engaged in by the Defendant AP continues or threatens to continue because it has become a regular way of conducting the Defendant AP's on-going business activities.

182. As a direct and result of, and by reason of, the activities of the Defendant AP, and their conduct in violation of 18 U.S.C. §§ 1962(c), Plaintiffs have been injured in their business or property, within the meaning of 18 U.S.C. § 1964(c). Among other things, Plaintiffs have suffered damages to the extent they invested time and resources in pursuing what they thought and were led to believe was a legitimate international adoption, to the extent their ability to adopt was delayed by the Defendant AP's wrongful actions, and to the extent their property has been misappropriated. Plaintiffs are, therefore, entitled to recover threefold the damages that they have sustained together with the cost of the suit, including reasonable attorneys' and experts' fees.

**COUNT TWO**

**RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT  
18 U.S.C. § 1962(d)  
(Defendant Adoption Partners, Inc.. )**

183. Plaintiffs re-allege paragraphs 1 through 182 as if restated herein.

184. Defendant AP conspired with Defendants Joanne and Todd Mitchell to conduct or participate, directly or indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity (as described in paragraphs 11 –155) in violation

of 18 U.S.C. § 1962(d). In particular, Defendant AP intended to further an endeavor of Joanne and Todd Mitchell which, if completed, would satisfy all of the elements of a substantive RICO criminal offense and adopted the goal of furthering or facilitating the criminal endeavor.

185. As a direct and proximate result of, and by reason of, the activities of the Defendant AP, and their conduct in violation of 18 U.S.C. §§ 1962(d), Plaintiffs have been injured in their business or property, within the meaning of 18 U.S.C. § 1964(c). Among other things, Plaintiffs have suffered damages to the extent they have invested time and resources in pursuing what they thought and was led to believe was a legitimate international adoption opportunity with Defendant AP, to the extent their ability to complete the adoptions were delayed by the Defendant AP's wrongful actions, and to the extent their property has been misappropriated. Plaintiffs are, therefore, entitled to recover threefold the damages that they have sustained together with the cost of the suit, including reasonable attorneys' and experts' fees.

### **COUNT THREE**

#### **RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT 18 U.S.C. § 1962(c) (Defendants Joanne and Todd Mitchell)**

186. Plaintiffs re-allege paragraphs 1 through 185 as if restated herein.

187. At all relevant times, AP constituted an “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), in that it was a corporation.

(a) Joanne and Todd Mitchell are an individual “persons,” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who

associated with and/or participated in the conduct of said enterprise's affairs.

- (b) For an unknown and indefinite period of time, Joanne and Todd Mitchell have conducted, participated in, engaged in, conspired to engage in, or aided and abetted, the conduct of the affairs of the enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c). Joanne and Todd Mitchell's pattern of racketeering activity consisted of:
- (i) bribe solicitation (*see supra* ¶¶ 37, 50, 51, 136) that was designed to extract direct or indirect personal rewards from Plaintiffs in exchange for AP's recommendation to the Guatemalan officials that they assist in Plaintiffs or other prospective adoptive parents' adoptions;
  - (ii) extortion (*see supra* ¶¶ 11 –155) that was designed to extract direct or indirect personal rewards from Plaintiffs; if Plaintiffs or another prospective adoptive refused to succumb to Joanne and/or Todd Mitchell's demands for money or foreign and administrative fees, they would stop the adoption or adoption activities and prevent the Plaintiffs from moving forward in the adoption, for personal gain; all or some said acts of extortion were in violation of 18 U.S.C. § 1951;
  - (iii) a scheme to defraud (*see supra* ¶¶ 11-155) that was knowingly and intentionally devised by Joanne and/or Todd Mitchell to obtain Plaintiffs money or property by means of false or fraudulent pretenses, representations, or promises; and, for the purpose of executing such scheme, Joanne and/or Todd Mitchell placed or caused to be placed in a post office, or authorized depository for mail, matter that furthered the scheme to defraud (including but not limited to the communications described in ¶¶ 11 –155); Joanne and/or Todd Mitchell committed mail fraud, in

violation of 18 U.S.C § 1341, each time they used or caused the mails to be used to distribute the materials described in paragraphs 11-155 and elsewhere.

- (iv) a scheme to defraud (*see supra* ¶¶ 11 –155) that was knowingly and intentionally devised by Joanne and/or Todd Mitchell to obtain Plaintiffs money or property by means of false or fraudulent pretenses, representations, or promises; and, for the purpose of executing such scheme, Joanne and/or Todd Mitchell transmitted or caused to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce matter that furthered the scheme to defraud (including but not limited to the communications described in ¶¶ 11 –155; Joanne and/or Todd Mitchell committed wire fraud, in violation of 18 U.S.C § 1343, each time it used or caused interstate wires to be used to distribute the materials described in paragraphs 11 –155 and elsewhere;
- (v) receiving and/or possessing Plaintiffs property, in violation of 18 U.S.C. § 2315, valued at \$5,000 or more, which crossed a state or international boundary after Joanne and/or Todd Mitchell stole, unlawfully converted, or took Plaintiffs property and which Joanne and/or Todd Mitchell Palakanis knew was stolen, unlawfully converted, or taken (including but not limited to the events described in paragraphs 11 – 155 and elsewhere);
- (vi) transporting, transmitting, or transferring in interstate commerce any goods, wares, merchandise of the value of \$5,000 or more, knowing the same to have been stolen converted or taken by fraud, each and every time that Joanne and/or Todd Mitchell caused Plaintiffs to transmit property across state or international boundaries and each time that Joanne and/or Todd Mitchell transmitted Plaintiffs property to third-parties across state or international boundaries as (including but not limited to the events described in paragraphs 11 –155), in violation of 18 U.S.C. § 2314;
- (viii) traveling in interstate and foreign commerce or using the mail or any facility in interstate or foreign commerce with intent to

distribute the proceeds of extortion or otherwise promote, manage, establish, or carry on a scheme to extort and thereafter performed or attempted to perform said acts, in violation of 18 U.S.C. § 1952.

These acts all occurred after the effective date of RICO and more than two such acts occurred within ten years of one another.

188. In the alternative to paragraph 187, at all relevant times, some or all of the following individuals constituted an “enterprise,” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), in that they were “a group of individuals associated in fact”:

Adoption Partners, Inc., Joanne and/or Todd Mitchell:

- (a) Joanne and/or Todd Mitchell are each individual “persons,” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c), who associated with and/or participated in the conduct of said enterprise’s affairs.
- (b) For an unknown and indefinite period of time, Joanne and/or Todd Mitchell have conducted, participated in, engaged in, conspired to engage in, or aided and abetted, the conduct of the affairs of the enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c). Joanne and/or Todd Mitchell’s patterns of racketeering activity consisted of:
  - (i) bribe solicitation (*see supra* ¶¶ 37, 50, 51, 136) that was designed to extract direct or indirect personal rewards from Plaintiffs in exchange for AP’s recommendation to the Guatemalan officials that they assist in Plaintiffs other prospective adoptive parents’ adoptions;
  - (ii) extortion (*see supra* 11–155) that was designed to extract direct or indirect personal rewards from Plaintiffs; if Plaintiffs or another prospective adoptive

refused to succumb to Joanne and/or Todd Mitchell's demands for money or foreign and administrative fees, they would stop the adoption or adoption activities and prevent the Plaintiffs from moving forward in the adoption, for personal gain; all or some said acts of extortion were in violation of 18 U.S.C. § 1951;

- (iii) a scheme to defraud (*see supra* ¶¶ 11–155) that was knowingly and intentionally devised by Joanne and/or Todd Mitchell to obtain Plaintiffs money or property by means of false or fraudulent pretenses, representations, or promises; and, for the purpose of executing such scheme, Joanne and/or Todd Mitchell placed or caused to be placed in a post office, or authorized depository for mail, matter that furthered the scheme to defraud (including but not limited to the communications described in ¶¶ 11–155; Joanne and/or Todd Mitchell committed mail fraud, in violation of 18 U.S.C § 1341, each time they used or caused the mails to be used to distribute the materials described in paragraphs 11 –155 and elsewhere.
- (iv) a scheme to defraud (*see supra* ¶¶ 11 –155) that was knowingly and intentionally devised by Joanne and/or Todd Mitchell to obtain Plaintiffs money or property by means of false or fraudulent pretenses, representations, or promises; and, for the purpose of executing such scheme, Joanne and/or Todd Mitchell transmitted or caused to be transmitted by means of wire, radio, or television communication in interstate or foreign commerce matter that furthered the scheme to defraud (including but not limited to the communications described in ¶¶ 11–155); Joanne and/or Todd Mitchell committed wire fraud, in violation of 18 U.S.C § 1343, each time it used or caused interstate wires to be used to distribute the materials described in paragraphs 11–155 and elsewhere;
- (v) receiving and/or possessing Plaintiffs property, in violation of 18 U.S.C. § 2315, valued at \$5,000 or more, which crossed a state or international boundary after Joanne and/or Todd Mitchell stole, unlawfully converted, or took Plaintiffs property and which Joanne and/or Todd Mitchell knew was stolen,

unlawfully converted, or taken (including but not limited to the events described in paragraphs 11-155 and elsewhere);

- (vi) transporting, transmitting, or transferring in interstate commerce any goods, wares, merchandise of the value of \$5,000 or more, knowing the same to have been stolen converted or taken by fraud, each and every time that Joanne and/or Todd Mitchell caused Plaintiffs to transmit property across state or international boundaries and each time that Joanne and/or Todd Mitchell transmitted Plaintiffs property to third-parties across state or international boundaries as (including but not limited to the events described in paragraphs 11–155), in violation of 18 U.S.C. § 2314;
- (viii) traveling in interstate and foreign commerce or using the mail or any facility in interstate or foreign commerce with intent to distribute the proceeds of extortion or otherwise promote, manage, establish, or carry on a scheme to extort and thereafter performed or attempted to perform said acts, in violation of 18 U.S.C. § 1952.

These acts all occurred after the effective date of RICO and more than two such acts occurred within ten years of one another.

189. At all relevant times, the enterprises alleged in paragraphs 187-188 were engaged in, and their activities affected, interstate commerce and foreign commerce.

190. All of the predicate acts described above were related so as to establish a pattern of racketeering activity, within the meaning of 18 U.S.C. § 1962(c), in that their common purpose was to solicit bribes, extort and defraud Plaintiffs or other similar prospective adoptive parents of money or property; Joanne and/or Todd Mitchell each personally or through their agents or agents, directly or indirectly, participated in all of the acts and employed the same or similar methods of commission; Plaintiffs, other similar

prospective adoptive parents, were the victims of the fraudulent acts; and/or the acts were otherwise interrelated by distinguishing characteristics and were not isolated events.

191. All of the predicate acts described above were continuous so as to form patterns of racketeering activity in that:

- a) Joanne and/or Todd Mitchell engaged in the predicate acts described above over a substantial period of time; or
- b) The patterns of racketeering activity engaged in by Joanne and/or Todd Mitchell continue or threaten to continue because the patterns have become a regular way of conducting Joanne and/or Todd Mitchell's on-going business activities (*see, e.g.*, ¶ 28, 32, 34, 36, 91, 101, 139, 141, 152)

192. As a direct and result of, and by reason of, the activities of Joanne and/or Todd Mitchell, and their conduct in violation of 18 U.S.C. §§ 1962(c), Plaintiffs have been injured in its business or property, within the meaning of 18 U.S.C. § 1964(c). Among other things, have suffered damages to the extent the Plaintiff invested time and resources in pursuing what they thought and were led to believe was a legitimate adoption opportunity with AP, to the extent its ability to complete adoptions and or facilitate adoptions was delayed by Joanne and Todd Mitchell's wrongful actions, and to the extent their property has been misappropriated. Plaintiffs are, therefore, entitled to recover threefold the damages they sustained together with the cost of the suit, including reasonable attorneys' and experts' fees.

#### **COUNT FOUR**

#### **RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT**

**18 U.S.C. § 1962(d)**  
**(Defendants AP, Joanne and/or Todd Mitchell)**

193. Plaintiffs re-allege paragraphs 1 through 192 as if restated herein.

194. AP conspired with Joanne and/or Todd Mitchell to conduct or participate, directly or indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity (as described in paragraphs 187-188) in violation of 18 U.S.C. § 1962(d). In particular, AP intended to further an endeavor of Joanne and/or Todd Mitchell which, if completed, would satisfy all of the elements of a substantive RICO criminal offense and adopted the goal of furthering or facilitating the criminal endeavor.

195. Joanne Mitchell conspired with AP and/or Todd Mitchell, to conduct or participate, directly or indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity (as described in paragraphs 187-188) in violation of 18 U.S.C. § 1962(d). In particular, Joanne Mitchell intended to further an endeavor of AP and Todd Mitchell which, if completed, would satisfy all of the elements of a substantive RICO criminal offense and adopted the goal of furthering or facilitating the criminal endeavor. (*See supra, e.g.*, ¶ 56, 57, 65)

196. Todd Mitchell conspired with AP and Joanne Mitchell to conduct or participate, directly or indirectly, in the conduct of the affairs of the enterprise through a pattern of racketeering activity (as described in paragraphs 187-188) in violation of 18 U.S.C. § 1962(d). In particular, Todd intended to further an endeavor of AP and/or Joanne Mitchell which, if completed, would satisfy all of the elements of a substantive RICO criminal offense and adopted the goal of furthering or facilitating the criminal endeavor. (*See supra, e.g.*, ¶ 56, 57, 65)

197. As a direct and proximate result of, and by reason of, the activities of AP, Joanne and/or Todd Mitchell, and their conduct in violation of 18 U.S.C. §§ 1962(d), Plaintiffs have been injured in their business or property, within the meaning of 18 U.S.C. § 1964(c). Among other things, Plaintiffs have suffered damages to the extent they invested time and resources in pursuing what they thought and were led to believe was a legitimate adoption opportunity with AP, to the extent the ability to complete adoptions and or facilitate Guatemalan adoptions were delayed by AP, Joanne and/or Todd Mitchell wrongful actions, and to the extent their property has been misappropriated. Plaintiffs are, therefore, entitled to recover threefold the damages that they have sustained together with the cost of the suit, including reasonable attorneys' and experts' fees.

#### **COUNT FIVE**

#### **UNJUST ENRICHMENT (Defendants AP, Joanne and/or Todd Mitchell)**

198. Plaintiffs re-allege paragraphs 1 through 197 as if restated herein.

199. Defendants AP, Joanne and/or Todd Mitchell have, directly or indirectly, wrongfully received all or part of Plaintiffs property and money related to the adoptions.

200. Despite Plaintiffs' repeated requests, Defendants AP, Joanne and/or Todd Mitchell have refused to fully compensate Plaintiffs for the value of the property and money related to the adoptions received.

201. As a result, AP, Joanne and/or Todd Mitchell have been unjustly enriched.

202. By reason of the foregoing, and as a direct and proximate result, Plaintiffs are entitled to a judgment in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

**COUNT SIX**

**CONVERSION  
(Defendants AP, Joanne and/or Todd Mitchell)**

203. Plaintiffs re-allege paragraphs 1 through 202 as if restated herein.

204. Defendants AP, Joanne and/or Todd Mitchell have converted to their own use and benefit Plaintiffs property and money related to the adoptions.

205. As a direct and proximate result of Defendants AP, Joanne and/or Todd Mitchell's conversion of Plaintiffs assets, Plaintiffs have incurred and/or will continue to incur substantial damages in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

**COUNT SEVEN**

**CIVIL CONSPIRACY  
(Defendants AP, Joanne and/or Todd Mitchell)**

206. Plaintiffs re-allege paragraphs 1 through 205 as if restated herein.

207. Defendants AP, Joanne and/or Todd Mitchell illegally, maliciously, and wrongfully conspired with one another with the intent to and for the illegal purpose of committing fraudulent adoptions through a **bait and switch scheme**, an adoption scheme that offered illusory promises and conversion of the money and property of the Plaintiffs.

208. Defendants AP, Joanne and/or Todd Mitchell, in combination, conspired to obtain money through their fraudulent adoption schemes.

209. This conspiracy resulted in the illegal, unlawful, or tortious activity of fraud and violations of the Racketeer Influenced and Corrupt Organizations Act.

210. As a result of the conspiracy and Defendant AP, Joanne and/or Todd Mitchell's illegal, wrongful, or tortious acts, Plaintiffs sustained the following damages: loss of money for adoptions, administrative fees, translation fees, travel fees, lodging costs, fees for hiring adoption facilitators, foreign fees, loss of employment and housing, emotional damages and other damages that may have yet to be determined.

211. As a direct and proximate result of Defendants AP, Joanne and/or Todd Mitchell conspiracy to obtain Plaintiff's assets, Plaintiffs have incurred and/or will continue to incur substantial damages in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

### **COUNT EIGHT**

#### **FRAUDULENT MISREPRESENTATION (Defendants AP, Joanne and/or Todd Mitchell)**

212. Plaintiffs re-allege paragraphs 1 through 211 as if restated herein.

213. Defendants AP, Joanne and/or Todd Mitchell intentionally made false representations of material facts to Plaintiffs regarding the success of the adoptions, the ability of selecting a child from photo listings, the ability of the Defendants to "hold" a child for adoption, the ability of Defendants to complete adoptions due to their relationship with Guatemalan officials, the cost of services, the availability of children available to adopt, as set forth in the preceding paragraphs.

214. Defendants AP, Joanne and/or Todd Mitchell's representations were false when they were made.

215. Defendants AP, Joanne and/or Todd Mitchell knew that the representations were false when they were made or made them recklessly, without knowing whether they were true.

216. Defendants AP, Joanne and/or Todd Mitchell intended that Plaintiffs rely on the representations.

217. Plaintiffs relied on Defendant's false representations by signing an illusory Adoption Contract in the hopes of adopting a child.

218. As a direct and proximate result of Defendants AP, Joanne and/or Todd Mitchell's fraudulent misrepresentation, Plaintiffs have incurred and/or will continue to incur substantial damages in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

### **COUNT NINE**

#### **INNOCENT MISREPRESENTATION (Defendants AP, Joanne and/or Todd Mitchell)**

219. Plaintiffs re-allege and restate paragraphs 1 through 218 as if restated herein.

220. Defendants AP, Joanne and/or Todd Mitchell's representations, as set forth in the preceding paragraphs, were made in connection with the making of a contract between Plaintiffs and Defendants AP, Joanne and/or Todd Mitchell.

221. Plaintiffs would not have entered into the contract to adopt a Guatemalan child if Defendants AP, Joanne and/or Todd Mitchell had not made the representations.

222. Plaintiffs suffered substantial economic losses as a result of entering into the contract, and these losses benefited Defendants AP, Joanne and/or Todd Mitchell.

223. As a direct and proximate result of Defendants AP, Joanne and Todd Mitchell's fraudulent misrepresentation, Plaintiffs have incurred and/or will continue to

incur substantial damages in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

**COUNT TEN**

**INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS  
(Defendants AP, Joanne and/or Todd Mitchell)**

224. Plaintiffs re-allege paragraphs 1 through 223 as if restated herein.

225. Defendants AP, Joanne and Todd Mitchell's fraudulent representations and illegal activities were made intentionally, outrageously and maliciously and have caused Plaintiffs to suffer humiliation, outrage, indignation, sleepless nights, and severe emotional distress.

226. Defendants AP, Joanne and/or Todd Mitchell continued in their enterprise of fraudulent behavior with reckless disregard to the emotional impact to the Plaintiffs.

227. As a direct and proximate result of Defendants AP, Joanne and/or Todd Mitchell's Intentional Infliction of Emotional Distress, Plaintiffs have incurred and/or will continue to incur emotional distress and substantial damages in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

**COUNT ELEVEN**

**NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS  
(Defendants AP, Joanne and/or Todd Mitchell)**

228. Plaintiffs re-allege paragraphs 1 through 228 as if restated herein.

229. Defendants AP, Joanne and/or Todd Mitchell's fraudulent representations and illegal activities were made intentionally, outrageously and maliciously and have caused Plaintiffs to suffer humiliation, outrage, indignation, sleepless nights, and severe emotional distress.

230. Defendants AP, Joanne and/or Todd Mitchell continued in their enterprise of fraudulent behavior with reckless disregard to the emotional impact to the Plaintiffs and their spouses or partners.

231. As a direct and proximate result of Defendants AP, Joanne and Todd Mitchell's Negligent Infliction of Emotional Distress, Plaintiff's spouses and family members have incurred and/or will continue to emotional distress and substantial damages in an amount to be determined by the Court, but which is in excess of seventy-five thousand (\$75,000).

**WHEREFORE**, Plaintiffs demand judgment from the Court as follows:

1. To award damages against Defendants AP, Joanne and/or Todd Mitchell, jointly and severally, for a sum of money equal to the amount of damages and/or losses Plaintiffs have sustained or will sustain;
2. To treble the amount of said damages pursuant to 18 U.S.C. § 1964(c);
3. To award prejudgment interest on the amount of damages and/or losses that Plaintiffs have sustained;
4. To award all costs of litigation incurred by Plaintiffs, including their reasonable attorneys' fees and experts' fees, pursuant to 18 U.S.C. § 1964(c), ; and
5. To award damages in an amount in excess of \$75,000 resulting from Defendant's intentional and malicious actions;
6. And to award such other and further relief as the Court deems just and equitable.

**FIXEL LAW OFFICES, PLLC**

Dated: November 3, 2008

/s/ Joni M. Fixel  
**Joni M. Fixel (P56712)**  
**Marlo D. Bruch-Barrett (P70362)**  
4990 Northwind Drive, Suite 121  
East Lansing, MI 48823  
Telephone: (517) 332-3390  
Facsimile: (517) 853-0434  
[jfixel@fixellawoffices.com](mailto:jfixel@fixellawoffices.com)

Myra Loughran  
Local Counsel  
Myra Loughran, P.A.  
Florida Bar No. 866849  
333 First St. N., Ste 305  
Jacksonville Beach, FL 32250  
(904) 249-8500 office  
(904) 249-4042 fax  
[myra@jaxbeachlaw.com](mailto:myra@jaxbeachlaw.com)

**Jury Demand**

**Plaintiffs demand a Jury Trial.**

**FIXEL LAW OFFICES, PLLC**

Dated: November 3, 2008

/s/Joni M. Fixel  
**Joni M. Fixel (P56712)**  
**Marlo D. Bruch-Barrett (P70362)**  
4990 Northwind Drive, Suite 121  
East Lansing, MI 48823  
Telephone: (517) 332-3390  
Facsimile: (517) 853-0434  
[jfixel@fixellawoffices.com](mailto:jfixel@fixellawoffices.com)

Myra Loughran  
Local Counsel  
Myra Loughran, P.A.  
Florida Bar No. 866849  
333 First St. N., Ste 305  
Jacksonville Beach, FL 32250  
(904) 249-8500 office  
(904) 249-4042 fax  
[myra@jaxbeachlaw.com](mailto:myra@jaxbeachlaw.com)