

19TH JUDICIAL DISTRICT COURT
PARISH OF EAST BATON ROUGE
STATE OF LOUISIANA

DOCKET NO. 138781 SE

CRAIG AND SHEILA P. MILLS

v.

LISA PECQUET HARELL,
CAROL LEE GRIFFIN,
THOMAS FRANKLIN CARLSON, and
DECOLORES ADOPTIONS INTERNATIONAL

COST OK \$ 958

APR 22 2015
CH 1773 AX
DEPUTY CLERK OF COURT

PETITION

The Petition of Craig and Sheila P. Mills (collectively "Petitioners"), residents of the full age of majority of East Baton Rouge Parish, Louisiana, respectfully represents:

1.

Made Defendants herein are:

- A. Lisa Pequet Harell, a Louisiana resident of the full age of majority who is domiciled in New Orleans, Louisiana. Defendant Harell is also a solo practitioner attorney and a licensed clinical social worker who also does business in Baton Rouge, Louisiana.
- B. Carol Lee Griffin, a Louisiana resident of the full age of majority whose last known address is 2256 N. Villere Street, New Orleans, LA 70117.
- C. Thomas Franklin Carlson, a Louisiana resident of the full age of majority whose last known address is 2256 N. Villere Street, New Orleans, La 70117.
- D. DeColores Adoptions International ("Defendant DeColores"), which is, upon information and belief, a Louisiana NonProfit Corporation with a principal place of business is 2615 Paul White Road, Lake Charles, LA 70611. Defendant DeColores also does business in Baton Rouge, Louisiana.

who are justly and truly indebted unto Petitioners for all sums as are allowed by law, together with all costs of these proceedings, legal interest thereon from the date of judicial demand until paid, and all such other relief to which Petitioners are entitled at law or in equity.

2.

Venue is proper in East Baton Rouge Parish as the offense, quasi offense, and/or wrongful conduct which caused the damages occurred in this parish and this is the parish where the

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damages were sustained. In addition, the claims also include an action on a contract for which work or service was performed and was to be performed in East Baton Rouge Parish.

3.

The selling of minor children in private domestic adoption has become a problem in the United States that deceives and misleads prospective parents of unborn babies. Louisiana law forbids the sale or surrender of a minor child to another person for money or anything of value as well as the procurement or assistance in the procurement of a party to surrender a child for adoption for money or anything of value. However, some reasonable fees and expenses are allowed by law, which include expenses of the expectant mother during pregnancy and childbirth, reasonable living expenses, and fees for the provision of adoption services, such as agency fees, and legal and attorney expenses for adoptive and birth parents. For this reason, children of low-income birth parents tend to be surrendered and privately adopted more often.

4.

Low-income and/or homeless birth parents in the adoption system has resulted in an unfortunate pattern of abuse and baby-selling by some agencies, service providers, adoptive parents and/or birth parents. Either for money or greed, the baby sometimes goes to the "highest bidder" for payment beyond the reasonable allowable expenses under the law. This often results in matching several potential adoptive parents with the same set of birth parents and promising an exclusive match with an infant who had already been promised to others.

5.

Both state and federal law have recognized this pattern of abuse and has implemented certain protections to prevent those disheartening situations where a family is referred to an agency or service provider for unlawful purposes.

6.

Louisiana R.S. 14:286 provides it shall be unlawful for any person to sell or surrender a minor child to another person for money or anything of value, or to receive a minor child for such payment of money or anything of value. Section (C) provides as follows:

Unless approved by the juvenile court pursuant to Children's Code Article 1200, no petitioner, person acting on a petitioner's behalf, agency or attorney or other intermediary shall make or agree to make any disbursements in

connection with the adoptive placement, surrender, or adoption of a child other than for the following:

- (1) Reasonable medical expenses, including hospital, testing, nursing, pharmaceutical, travel, or other similar expenses, incurred by the biological mother for prenatal care, and those medical and hospital expenses incurred on behalf of the biological mother and child incident to birth.
- (2) Reasonable medical expenses, including hospital, testing, nursing, pharmaceutical, travel, or other similar expenses, and foster care expenses incurred on behalf of the child prior to the decree of adoption.
- (3) Reasonable expenses incurred by the department or the agency for adjustment counseling and training services provided to the adoptive parents and for home studies or investigations.
- (4) Reasonable administrative expenses incurred by the department or the agency, including overhead, court costs, travel costs, and attorney fees connected with an adoption. In approving a reasonable fee for overhead, the court shall consider and include additional expenses incurred by the department or the agency not specifically allocated to the adoption before the court, including the cost of failed adoptions, where those expenses or fees represent actual costs of the department's or agency's adoption services permitted by the provisions of this Article.
- (5) Reasonable expenses incurred for counseling services provided to a biological parent or a child for a reasonable time before and after the child's placement for adoption.
- (6) Reasonable expenses incurred in ascertaining the information required by Children's Code Articles 1124 and 1125.
- (7) Reasonable living expenses incurred by a mother for a reasonable time before the birth of her child and for no more than forty-five days after the birth.
- (8) Reasonable attorney fees, court costs, travel, or other expenses incurred on behalf of a parent who surrenders a child for adoption or otherwise consents to the child's adoption.

7.

As an additional protection, child-placing agencies such as DeColores Adoptions International are required to comply with the Louisiana Department of Children and Family Services' ("DCFS") licensing standards and requirements, which include a provision that "a child's biological parent shall not be induced to terminate parental rights by a promise of financial aid or other consideration".

8.

Further, according to DCFS child placing agency standards, "placement of siblings as a family group is usually the preferred placement choice."

9.

DeColores Adoptions International specializes in domestic adoptions and international adoption programs and has a network of adoption specialists and support staff whom the agency calls upon when performing adoptive services. Defendant DeColores advertises on their website, <http://www.decoloresadoptions.com>, "[w]e will pay all your expenses or [w]e will help you relocate." They further tout that their "Adoption Specialist will work with you to arrange the best adoption plan for you and to make the adoption process easier. We will make sure you have all the needed support throughout your pregnancy and that all of your financial, medical and emotional needs are met."

10.

Defendant DeColores regularly works with attorneys and social workers in connection with their adoption services. Defendant DeColores also implements recruitment campaigns to recruit potential adoptive and foster family resources to meet the placement needs of children in their custody.

11.

Defendant DeColores holds License No. 11817 with the Louisiana Department of Children and Family Services.

12.

Defendant DeColores regularly acts as the referring agency for prospective adoptive parents. In fact, Defendant DeColores was the referring agency working with Defendant Lisa Harell in providing adoption services for both Plaintiffs and Defendants Griffin and Carlson. DeColores was paid for assisting with Plaintiffs' required background checks for their daughter's adoption in 2013. In addition, Defendant DeColores provided services to Defendant Griffin.

13.

Defendant DeColores regularly worked with Defendant Lisa Harell to perform legal services in conjunction with the adoptions taking place through DeColores. DeColores was a participant in the Plaintiffs home study assessment with Defendant Harell acting as the LCSW.

14.

On November 15, 2011, Defendant DeColores was cited by DCFS with twenty-five (25) deficiencies in connection with their adoption services, including, but not limited to, deficiencies in the areas of failing to have certain required policies and procedures, failing to provide annual staff training, failing to maintain personnel records, failing to have policies and procedures to ensure children's rights and contact with family and collaterals, failing to discuss the potential children available for adoption with prospective adoptive families in compliance with state laws, failing to include in the Child Placement Supervisor's contract the responsibility of implementing a recruitment campaign and reviewing home studies and certifications, and failing to properly maintain the content of adoption case records.

15.

Specifically, DCFS found that Defendant DeColores failed to discuss the potential children available for adoption with the prospective adoptive family in compliance with state laws and provider policies on confidentiality and ethical practices.

16.

In addition, DCFS found that Defendant DeColores failed to ensure that all staff received training on an annual basis in the following topics: i. administrative procedures and programmatic goals, ii. children's rights, iii. detecting and reporting suspected abuse and neglect; iv. confidentiality; and v. reporting incidents.

17.

Defendant Harell is and at all times pertinent to the facts and matters alleged herein, a licensed attorney in Louisiana and a licensed clinical social worker ("LCSW") credentialed by the Louisiana State Board of Social Work Examiners ("the Board") to engage in the practice of social work pursuant to the Louisiana Social Work Practice Act, La. R.S. 37:2701, et seq., as evidenced by License Number 4581.

18.

Defendant Harell is engaged in the practice of law as a solo practitioner and is engaged in the practice of social work as an independent practitioner.

19.

In 2005, Defendant Harell was found by the Board to have violated her professional and ethical duties as set out in the Louisiana Social Work Practice Act by submitting a false home adoption study assessment report and failing to maintain a record of fees charged and other billing information for six (6) years.

20.

The birthparents of Plaintiffs' daughter, M, are Defendants Griffin and Carlson. When Plaintiffs first met Defendants Griffin and Carlson in 2012, they were told that Ms. Griffin was pregnant and that they were looking for a family to adopt M, because they couldn't afford it. Plaintiffs were also told by Defendants Griffin and Carlson that Mr. Carlson had just lost his job, and that they had been evicted from an apartment.

21.

Plaintiffs agreed to adopt baby M from Defendants Griffin and Carlson, and hired an adoption attorney to assist with the private adoption. In July of 2012, Defendant Harell was responsible for conducting Plaintiffs' approved home adoption study for the adoption of their daughter, M.

22.

Defendants Griffin and Carlson made financial demands on Plaintiffs immediately for a furnished apartment, a laptop, a car, and cash. Plaintiffs were aware of the financial support limitations imposed by law and refused to provide a furnished apartment, a laptop, a car, and any amounts that were not reasonable living expenses or otherwise permitted.

23.

All reasonable expenses paid for by Plaintiffs in connection with the private adoption of M were made with the advice of legal counsel and within the allowance permitted by law.

24.

Baby M was then placed in Plaintiffs' home in August, 2012. Plaintiffs' private adoption of her was final in October, 2013.

25.

During the adoption process for M, Plaintiffs' learned from Defendants Griffin and Carlson that they had spoken with some potential adoptive families in New Orleans, but that "they did not work out".

26.

At all times pertinent hereto, Defendant Harell knew that Plaintiffs were adopting and had adopted M from the Defendants Griffin and Carlson. Plaintiffs shared with Defendant Harell the experiences that they were having with Defendants Griffin and Carlson demanding financial assistance over and above the expenses related to the shelter, medical, and food already being provided. Defendant Harell received information about the birth parents directly from Plaintiffs. Defendant Harell advised Plaintiffs that if it were her, she would give the birthparents the money and be done with them.

27.

On July 22, 2012, Defendant Harell conducted her second of two home visits at the Plaintiffs' residence. During that visit, Plaintiffs shared the birth parents' names, location, and living situation with Defendant Harell.

28.

In February of 2014, through Plaintiffs' adoption attorney, Defendants Griffin and Carlson approached Plaintiffs for assistance as they were pregnant and homeless again. Plaintiffs decided that it was a priority to keep the natural siblings together and agreed that they would adopt the natural sibling of their daughter.

29.

Plaintiffs entered into an oral contract with the Defendants Griffin and Carlson in East Baton Rouge Parish and began performing under the terms of their agreement.

30.

Plaintiffs began providing financial support in accordance with state law to Defendants Griffin and Carlson for reasonable living expenses, including a hotel room, food, clothing, and transportation to and from medical visits. Plaintiffs began making preparations to adopt the Defendants' baby, which was a boy, and were working on the second adoption plan with Defendants Griffin and Carlson and the Plaintiffs' attorney. The same adoption home study certificate conducted by, and signed by, Defendant Harell was also being used for the adoption of the natural sibling of Plaintiffs' previously adopted child.

31.

Upon information and belief, in April of 2014, Defendants Griffin and Carlson contacted an adoption agency in California, A Loving Alternative Adoption, to inquire about potential adoptive parents for their unborn son. A Loving Alternative Adoption then contacted Defendant DeColores to perform an adoption evaluation and adoption counseling with Defendants Griffin and Carlson. Defendant DeColores had knowledge that Defendants Griffin and Carlson had been in contact with Plaintiffs about possibly adopting their baby since Plaintiffs had adopted their daughter.

32.

The California agency then sent a referral to Defendant DeColores since the adoption would take place in Louisiana. Shortly after this, Defendant Harell became aware that Defendants Griffin and Carlson were working with and receiving financial support from two different adoptive families. The other family was Daniel and Tia Sibley from Denham Springs. Defendants Harell and DeColores knew that Defendants Griffin and Carlson were purposefully misleading Plaintiffs.

33.

In April, 2014, Defendants Griffin and Carlson had also told the California agency that their other child had been placed with a family in Baton Rouge and shared M's name. They also told the agency who Plaintiffs' adoption attorney was for the 2012 adoption and that they were receiving support in the form of a hotel room by a friend in Baton Rouge. Defendants Griffin and Carlson were homeless and/or in a homeless shelter at all pertinent times hereto.

34.

On or about April 18, 2014, Plaintiffs paid for a hotel room for the birth parents through April 25, 2014. They also delivered a Cord Blood Kit to Defendant Griffin, who willingly agreed to complete applicable documentation for the kit. Defendant Griffin then told Plaintiff not to visit her again until later the next day.

35.

Upon information and belief, in April, 2014, Daniel and Tia Sibley hired Defendants DeColores and Harell to assist in performing their home study and adopting the child from Defendants Griffin and Carlson. However, Defendant Harell knew in April, 2014 that Plaintiffs already had an agreement with the Sibley's prospective birth parents.

36.

Plaintiffs discovered that on or about April 19, 2014, Defendant Harell secreted Defendants Griffin and Carlson from the hotel in Baton Rouge that Plaintiffs were providing to an undisclosed location in the New Orleans area. When Plaintiffs asked Defendant Harell for the birth parents and the Sibleys to contact them, Defendant Harell stated, "it is usually the last family in that gets the baby" and "I'll give you access to Carol [Griffin] after the surrender documents are signed", which she never did. Further, right before the baby boy was born, Defendant Harell told Plaintiffs' attorney that she was trying to keep Defendant Griffin "out of jail".

37.

On April 22, 2014, Plaintiffs discovered that Defendants Griffin and Carlson did not intend to abide by the adoption agreement they had entered.

38.

Upon information and belief, Defendants Griffin and Carlson were receiving financial support from both the Plaintiffs and the Sibleys in connection with the adoption of their infant son. In addition, Plaintiffs later learned that the Sibleys wired money to pay for a newly furnished apartment with a 90 day lease provided to Defendants Griffin and Carlson, which does not constitute reasonable living expenses allowable under Louisiana law. They also paid Defendant Harell's legal fees and Defendant DeColores' adoption fees.

39.

The baby boy, who is also the natural sibling of Plaintiffs' daughter, was placed in the home of the Sibleys on April 26, 2014 despite the fact that Daniel Sibley's FBI clearance had not yet been obtained at the time of placement in violation of state regulations. Upon information and belief, the Sibleys have not yet filed a Petition for Adoption to finalize the adoption of the baby boy.

40.

As the allegations will further show, Defendants Harell, Griffin, and Carlson engaged in an organized and repeated pattern of misleading potential adoptive parents, including Plaintiffs, for monetary gain.

41.

Upon information and belief, Plaintiffs were subjected to a "bait and switch" scheme by Defendants Griffin and Carlson based on which prospective adoptive family could be found to offer the most financial support and best "deal".

42.

Plaintiffs were told that Defendant Harell was the "go to" person for Defendant DeColores. All of the work performed for the second adoption that is the subject matter of this lawsuit was done through Defendants DeColores and Harell.

43.

Defendant DeColores and its facilitator began providing services and support to Defendants Griffin and Carlson as early as April 3, 2014, if not before. Defendant DeColores also knew about the dual financial support from two families through Defendant Griffin and/or the California agency.

44.

Plaintiffs were intentionally misled and devastated by the concerted actions of all Defendants and have suffered damages as a result.

45.

In the alternative, even if Defendant DeColores and Defendant Harell's actions were not intentional, their failure to diligently investigate the information falls far short of their obligations as adoption professionals and social workers and rises to the level of actionable negligence.

46.

Defendants Griffin and Carlson breached their agreement with Plaintiffs for the adoption of their son.

47.

Plaintiffs have suffered the distress of a wrongful adoption placement that would have never taken place had Defendants done their duty and correctly facilitated the adoption of the baby boy, the natural sibling of Plaintiffs' daughter.

48.

Instead, Defendants accepted adoption fees for the completion of the placement and/or adoption, despite clear and obvious records that there was a natural sibling, dual financial support, and a family who was already promised the child.

49.

Plaintiffs have suffered and continue to suffer monetary damages, humiliation, heartache, sleepless nights, and severe emotional distress and mental anguish. The actions and deliberate inactions of the Defendants were extreme, outrageous, sudden and unexpected and caused Plaintiffs severe emotional distress. Defendants are thus liable to Plaintiffs for the tort of intentional infliction of emotional distress.

50.

Defendants Griffin and Carlson carefully manipulated Plaintiffs to think that were adopting another child, a child who is the natural sibling of their previously adopted child.

51.

As a direct and proximate result of Defendants' 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.

52.

Defendants DeClore and Harell hold themselves out to perform domestic adoptions in the best interest of both the potential adoptive families and the children involved.

53.

Defendants DeClore and Harell had a duty to exercise all the skill and science of a reasonably competent adoptive professional, social worker, and attorney in facilitating adoptions. An adoption agency and social worker of normal competence, exercising the normal skill and science of an adoption agency and social worker, would exercise reasonable diligence to ensure that no illegal activity or baby-selling takes place and exercise reasonable care to ensure that natural siblings are placed within the same family as a preferred practice.

54.

A social worker and attorney of normal competence, exercising the normal skill and science of a social worker and attorney, would not allow the payment of a newly furnished apartment and/or the signing of a lease that exceeded the 45-day post-partum allowance by law.

55.

Defendants violated the standards of care for an adoption agency and adoption attorney by ignoring the information that Defendants Griffin and Carlson were working with another adoptive family, ignoring the dual financial support, ignoring Plaintiffs' home study, failing to properly maintain the content of adoption records, and failing to diligently investigate the prior placement of Defendant Griffin's other child(ren).

56.

It was reasonably foreseeable that, failing to properly consider relevant information in placing children with adoptive families, and failing to investigate the dual financial support would cause them to enter into adoptive situations which were untenable.

57.

Plaintiffs have also suffered losses resulting from the payment of allowable expenses to Defendants Griffin and Carlson.

58.

An adoption professional owes a duty of caution not to put families they represent in a position whether their ability to adopt could be threatened and destroyed.

59.

It should have been reasonably foreseeable to Defendant Harell that, based on Defendants Griffin and Carlson's prior conduct and statements about wanting to get something out of the adoption and their practice of making financial demands, that they would engage in a bait and switch scheme and go with the adoptive family who provided the most financial resources.

60.

Defendant DeCiores knew that the birthparents' other child was adopted by Plaintiffs; thus, it should have been reasonably foreseeable that if there was another child born to the same birthparents, the Plaintiffs would be interested in that adoption.

61.

Plaintiffs have been damaged by the Defendants' negligence.

62.

Plaintiffs are entitled to and desire trial by jury of this matter.

WHEREFORE, Plaintiffs demand judgment from the Court as follows:

- A. To award damages against Defendants, jointly and severally, for a sum of money equal to the amount of damages and/or losses Plaintiffs have sustained and will sustain;
- B. To award prejudgment interest on the amount of damages and/or losses that Plaintiffs have sustained;
- C. To award all costs of litigation incurred by Plaintiffs, including any experts' fees;
- D. And to award such other and further relief as the Court deems just and equitable.

Respectfully Submitted,

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