

CAUSE NO. DC-10-10653

JANE DOE AND JOHN DOE,	§	IN THE DISTRICT COURT
	§	
Plaintiffs,	§	
	§	
v.	§	DALLAS COUNTY, TEXAS
	§	
ADOPTION ACCESS, INC. AND DEBORAH HUG,	§	
	§	
Defendants.	§	C- <u>68TH</u> JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION**

Plaintiffs Jane Doe and John Doe (collectively "Plaintiffs" or the "Does") file this Original Petition complaining of Defendants Adoption Access, Inc. and Deborah Hug (collectively "Defendants"), and in support thereof respectfully state:

**I. DISCOVERY CONTROL PLAN**

1. Plaintiffs allege that discovery in this case is intended to be conducted under Discovery Control Plan Level 2 as prescribed in TEX. R. CIV. P. 190.3.

**II. PARTIES**

2. Plaintiff Jane Doe is a resident of Dallas County, Texas.

3. Plaintiff John Doe is a resident of Dallas County, Texas.

4. Defendant Adoption Access, Inc. ("AA") is a Texas Corporation. AA may be served with process by serving its registered agent, Deborah Hug, at 8330 Meadow Road, Suite 222, Dallas, Texas 75231-0325, or wherever she may be found.

5. Defendant Deborah Hug ("Hug") is a resident of Dallas County, Texas, and Orange County, California and may be served with process at her residence at 33 Alsace Dr, Laguna Niguel, California 92677, or wherever she may be found.

### III. JURISDICTION AND VENUE

6. This Court has jurisdiction over the Defendants because the matter in controversy falls within this Court's general jurisdiction and the amount is within this Court's jurisdictional limits.

7. Venue is proper in Dallas County, Texas pursuant to TEX. CIV. PRAC. & REM. CODE §15.002(a)(1), (2) and (3).

### IV. FACTUAL BACKGROUND

#### The Does and AA

8. The Does are Dallas residents who adopted two children through Adoption Access. They began the adoption process in 2004. Mrs. Doe found AA's website through an internet search. The website included various representations about AA's services. For instance, AA claimed to have a failed placement rate of less than 10% for its matches though other adoption experts have estimated the range of failed placements to be much higher. In reliance upon representations about AA's services for both birthparents and adoptive parents on its website, the Does contacted AA in January 2005.

9. The Does' first and only meeting, either in-person or via telephone, with Hug occurred at AA's Dallas office in early 2005. Hug was then and still is the sole owner of AA, as well as its only Licensed Child Placement Administrator for the state of Texas.

10. After attending an orientation session that reconfirmed the representations found on AA's website, the Does decided to become one of AA's prospective adoptive families. In late 2005, the Does adopted their first child through AA. In 2007 the Does adopted their younger son, M.A. through AA.

11. AA's adoptive parents were required to pay a fixed fee of \$33,400.00 per child adopted. This fee covered all AA services including birthmother services, placement services.

legal fees, foster care, and a portion of AA's fixed operational costs and advertising expenses to recruit birthmothers. For their second adoption, the Does specifically desired an African-American male infant. African-American children are considered difficult to place. Accordingly, AA discounted its fee for African-American children based on the income level of the adoptive parents. Because the Does' annual income was above a certain level, they were required to pay the full fee of \$33,400.00 for their adoption, and therefore they were an ideal client for AA. As a result, AA was incentivized to quickly place a child with the Does without regard to its own policies and adoption laws and regulations for child-placing agencies in the states of Oklahoma and Texas, much less the best interests of the baby, birthmother, potential birthfather, or the Does, because it stood to make a significant fee.

12. Kari Duncan Casstevens ("Casstevens") was AA's Director from 2006 until the Fall of 2007. Casstevens had overall responsibility for day-to-day activity including adoptive parent coordination, child placement supervision, personnel management, and operations management.

#### **The Does Begin the Process of Adopting a Second Child**

13. In May 2007, the Does submitted their application to AA to adopt a second child. Casstevens provided the Does with a list of important documents such as medical physicals and references that would be needed before a child could be placed with the Does. In July 2007, AA matched the Does with an African-American birthmother through its traditional matching process.

14. AA told the Does that the birthmother's immediate family was highly involved in the proposed placement and had made inappropriate demands for birthmother support. AA's policy does not require payment of the full fee until actual placement, i.e. until the adoptive parents are given custody, when the proposed adoption is considered at-risk. Despite the at-risk

nature of this adoption and the Does' objection, Casstevens insisted that the Does pay the full fee in advance. The placement fell through after the child was born when the birthmother decided to parent the child. AA did not refund the Does' fee.

15. With a significant fee already paid, AA wanted to place a child with the Does as soon as possible after the failed placement. The more time that elapsed increased the risk that the Does would be offered a child from another source or they would decide not to adopt at all, requiring AA to refund the majority of the fee collected for the failed placement. Additionally, AA's fee structure provided Hug financial incentive to minimize AA's own time and expenses on the Does' adoption.

#### **The Placement of M.A. with the Does**

16. On Sunday, August 12, 2007, M.A.'s birthmother (the "Birthmother") gave birth at a hospital in southwest Oklahoma. The following afternoon, Monday, August 13, 2007, AA presented the Does with the opportunity to adopt her baby without having to go through AA's traditional matching process, thereby avoiding the emotional hardship inherent with the process. In subsequent discussions with Casstevens and AA Adoption Caseworker Kerri Wells ("Wells")<sup>1</sup> Mrs. Doe was told the following:

- The placement opportunity was only valid until 6:00 pm that evening and that the Does would have to pick the child up from the hospital the following day because no foster care was available;
- AA was a licensed child-placing agency in the state of Oklahoma, the birthmother was an Oklahoma resident, and the baby was born in Oklahoma. Consequently, AA would follow Oklahoma adoption regulations for relinquishing the Birthmother's rights. The Birthmother would have to appear in front of a judge a few days after the birth to relinquish her parental rights in person, unlike in Texas where AA birthmother counselors provide birthmothers with termination paperwork that is signed before a notary no earlier than 48 hours after the child's birth;

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<sup>1</sup>Wells was a contract employee for AA who served as the Birthmother's primary contact and caseworker.

- Because the Does lived in Texas and the baby was born in Oklahoma, AA was required to submit an application and supporting documentation to the Oklahoma Interstate Compact Administrator;
- The Does were not required to remain in Oklahoma after picking up the baby at the hospital because the adoption, with the exception of the Birthmother's relinquishment of parental rights, would follow Texas procedures rather than Oklahoma procedures. Unbeknownst to the Does, AA advised the Does to violate the Interstate Compact on the Placement of Children ("ICPC") as it requires that the baby remain in the state of birth until the ICPC application is approved by both Texas and Oklahoma administrators;
- The Birthmother was a "drop-in", a term used to describe a birthmother who does not contact an adoption agency until days shortly before or after birth. AA further told the Does that Wells met the Birthmother in person for the first and only time about a week prior to birth. Furthermore, AA stated that as a result, it was unable to incorporate her into its birthmother support program that would have included an initial HIV, drug, and alcohol screen, and prenatal care; and
- The Birthmother stated that the pregnancy was the result of a one-time encounter with an African-American man whose name she did not remember. The birthfather would be considered "Unknown" and AA would follow its standard procedures to terminate his parental rights in absentia.

17. The Does were given one afternoon, less than five hours, to make their decision. Although, pressured by Casstevens to accept the placement and uncomfortable with the lack of time to do due diligence, the Does wanted to avoid the emotional distress of AA's traditional matching process and the risk of another failed placement.

18. The following day, Tuesday, August 14, 2007, Mrs. Doe drove to southwest Oklahoma where she met Wells and the Birthmother at the hospital. During that meeting, Mrs. Doe asked the Birthmother directly for any information on the "unknown" birthfather such as a physical description and skin color. In response to Mrs. Doe's questions, the Birthmother stated that he was her ex-boyfriend. The Birthmother said that the ex-boyfriend knew about her pregnancy with his child but had not shown any interest in supporting her during the pregnancy or parenting the child.

19. Mrs. Doe, panicked about this news and its implications for the adoption of M.A., asked to speak to Wells privately, without the Birthmother present. Wells claimed that she had never heard the Birthmother mention her ex-boyfriend previously and that the Birthmother had insisted that the birthfather was unknown. She stated that given the ex-boyfriend's absence during the pregnancy and birth, it was highly unlikely that he would appear to challenge the adoption or cause the placement to fail. Wells assured her that AA would handle termination of the birthfather's rights properly. Unsatisfied with Wells' response, Mrs. Doe requested foster care for M.A. so that the situation could be resolved without putting M.A., the Does, and their older son at emotional risk of bonding with a child that may have to be returned to his birthparents. AA refused and would not place M.A. in foster care. Emotionally drained, Mrs. Doe took M.A. home.

20. A couple of hours later, Wells called Mrs. Doe while she was on the drive home with M.A. to Dallas, Texas. Wells told her that the Birthmother had fabricated the story of her ex-boyfriend fathering M.A. and the Birthmother had reverted back to her original claim that she did not know the identity of the birthfather. As a result, AA would designate the birthfather as "unknown" and do no further investigation into the birthfather's identity.

#### **AA's Continued Mishandling of M.A.'s Adoption**

21. Once Mrs. Doe arrived back in Dallas, Casstevens sent Mrs. Doe an e-mail listing the required documents to complete their home study and ICPC application. The Does complied within the next two weeks.

22. As stated in the Does' adoption contract, AA was required to complete two in-home visits with all family members (one visit in the first month and another in the fifth month of post placement supervision) and complete additional contact reports in a timely fashion in order for the Does to finalize M.A.'s adoption as soon as possible. After having no contact from

AA for many weeks after placement, Mrs. Doe contacted AA's Dallas office several times in mid-September and early October. No one from AA returned Mrs. Doe's calls or contacted her.

23. In mid-October 2007, Mrs. Doe was contacted via e-mail by AA's Debby Christian ("Christian"), the birthmother counselor that was involved in the Does' failed placement. Christian sent Mrs. Doe a report template for the Does to complete that would serve as three of the required post-placement visits. Despite contact with Christian, AA failed to complete the required in-home visit.

24. Over the next two months, Mrs. Doe completed the three written reports and e-mailed them to Christian. In late January 2008, Mrs. Doe and Christian scheduled a telephone call to review the reports written by Mrs. Doe. During their call, Christian told Mrs. Doe that M.A.'s birthfather was a man named "C.G."<sup>2</sup> Mrs. Doe was shocked to learn that M.A.'s birthfather was not "unknown" as she was assured on multiple occasions at the time of placement. Christian said that she had no further information about C.G. but would follow up with AA's new Director and Hug's daughter, Ashley Hug ("A. Hug") and contact Mrs. Doe the next day.

25. After several stressful days of no contact from anyone at AA, despite leaving messages for Christian and A. Hug, Mrs. Doe contacted AA's attorney. AA's attorney told Mrs. Doe that he had no information regarding C.G. other than an old e-mail between Wells and Casstevens that stated C.G. was living with his grandmother in Houston, Texas. The email also indicated C.G. declined to voluntarily relinquish his parental rights. The attorney recommended that the Does not try to locate C.G. or take any action that might jeopardize M.A.'s placement. He also advised the Does not to contact AA directly about the birthfather situation.

26. Although furious with AA's mishandling of C.G., the Does waited anxiously,

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<sup>2</sup> C.G.'s name is abbreviated to protect his privacy.

hoping that C.G. would not challenge M.A.'s adoption. In February 2008, the Does met with an AA employee to complete their only in-home post-placement visit despite state and contractual requirements for two visits. In mid-March 2008, AA's attorney informed the Does that the Dallas County Family Court had terminated the parental rights of the Birthmother, C.G., and unknown birthfather. M.A.'s adoption was finalized in mid-May 2008 in the same court. However, M.A.'s adoption could still be challenged for six months after the May finalization. AA's acts and omissions unnecessarily subjected the Does to the possibility of M.A.'s adoption being challenged and overturned through November 2008.

27. In early summer 2008, A. Hug told Mrs. Doe that she had no additional information on C.G., his relationship to the Birthmother, or his status as M.A.'s birthfather, and furthermore she had no explanations as to why the Does were not notified of his existence. Because the Birthmother's contact information was confidential, A. Hug stated that AA would assist the Does to locate her and find out more information about C.G.

#### **The Does' Independent Research**

28. Over the next several months, the Does attempted to work with AA to contact the Birthmother and C.G. A. Hug often took days and sometimes weeks to respond to messages from Mrs. Doe. After the Does found inappropriate comments about AA's business operations as well as a number of birthparents on the personal Facebook walls of A. Hug and several AA employees, the Does ended communications with AA and decided to pursue their own investigation of C.G. and the Birthmother.

29. In conducting their own independent research, the Does have met with the Birthmother, C.G. and other key people involved in their adoption. They made open records requests to the Licensing Divisions of both Texas and Oklahoma. Upon information and belief, AA inappropriately managed their adoption of M.A., withheld critical information about the



Birthmother and C.G., from the Docs, violated adoption statutes and ICPC in both Oklahoma and Texas. The Docs learned the following through their research:

- The Birthmother is now a recovering methamphetamine addict who admitted to using drugs throughout her pregnancy with M.A. She was arrested for a drug-related offense prior to birth of M.A. AA did not conduct a criminal background check prior to the placement which would have uncovered her arrest;
- The Birthmother was not a “drop-in” as AA claimed. She first contacted AA in early June 2007, at least two months before M.A.’s birth and in sufficient time for her to receive the full range of services AA provides birthmothers;
- In violation of AA’s own policies, the Birthmother was not screened for drugs or alcohol before being accepted into its placement program;
- AA violated its policy of ensuring prenatal care for all birthmothers in its placement program. The Birthmother had access to free prenatal care through her father’s military benefits. Inexplicably, AA: (1) failed to determine why she did not use her medical benefits; and (2) did not ensure that she received the appropriate care upon entering the placement program either through her benefits or through prenatal care arranged by AA;
- AA failed to pay for M.A.’s newborn baby hospital expenses;
- AA falsely claimed in legal documents that the Birthmother had no financial needs yet AA agreed to pay the Birthmother’s rent, approximately \$1,000.00, at the outset of its relationship with her. AA failed to make any rent payments until several months after M.A. was born;
- AA violated Oklahoma law by: (1) failing to obtain Court approval to pay birthmother expenses in excess of \$500 prior to expenditure; and (2) making payments in excess of 2 months after M.A.’s birth;
- AA violated the terms of its Oklahoma license and internal procedures by not instituting a judicial process for relinquishment and instead arranging for the Birthmother to sign Texas paperwork before a notary 48 hours after M.A.’s birth;
- C.G., the ex-boyfriend that the Birthmother claimed was M.A.’s birthfather, contacted AA within two weeks of M.A.’s birth and several times thereafter to demand a DNA test. AA refused;

- C.G. provided AA his contact information and the correct spelling of his unusual last name, however AA misspelled C.G.'s last name in legal documents; and
- AA failed to properly serve C.G. with legal notice that his parental rights were to be terminated claiming they could not locate him.

30. Because of AA's negligent and fraudulent behavior, both the Does and C.G. agonized and suffered unnecessary emotional distress. The Does arranged and paid for a legally binding DNA test for C.G., M.A., and the Birthmother administered in April 2010. C.G. was excluded as M.A.'s birthfather.

#### **AA's Continued Violation of Oklahoma and Texas Law**

31. While researching the validity of M.A.'s adoption, the Does learned that AA was subjected to increased supervision by the Licensing Divisions of both the states of Texas and Oklahoma from the time that they submitted their application in May 2007 through the end of 2008.

32. The Texas Licensing Division increased AA's schedule for monitoring visits in May 2007 as a result of the agency's many citations for violating Minimum Standards. AA remained on increased monitoring throughout M.A.'s adoption.

33. During its last audit of AA on June 8, 2008, the Oklahoma licensing division found serious compliance issues. The audit discovered and determined that AA's payment of the Birthmother's rent was in violation of Oklahoma law. An investigation was opened into the illegal payment. AA ultimately surrendered its Oklahoma child-placing agency license effective July 1, 2008.

34. AA's pattern of violating state adoption laws and ICPC continued with M.A.'s adoption. In addition to violating Oklahoma statute on birthmother expenses, AA committed the following violations:

- AA violated Texas and Oklahoma ICPC laws as discussed above;
- AA placed a child with the Does without having completed an up-to-date home study and submitted a falsified home study report in M.A.'s adoption proceedings;
- AA failed to complete the Does' post-placement supervision as required by the state of Texas by not completing the required post-adoption visits and falsifying documents to appear to be in compliance; and
- AA failed to properly staff its Oklahoma office in compliance with Oklahoma law.

### **The Implications of AA's Mishandling of M.A.'s Adoption**

35. The impact of AA's mishandling of M.A.'s adoption is far reaching. Because of AA's failure to provide relevant information regarding M.A. there were unnecessary delays in obtaining proper care for M.A. and addressing issues prevalent in children exposed to methamphetamine in utero. These issues would never have been identified or addressed except for the Does' diligence.

36. The above facts illustrate that the adoption experience the Does had with AA was mishandled from the onset. Even though Hug was the only licensed Child Placement Administrator for AA, the evidence indicates that she provided little day-to-day supervision of the business of AA. Despite falsified legal documentation that indicates otherwise, the only contact Hug had with the Does during M.A.'s complicated adoption process was a brief e-mail exchange in October 2008. Hug's failure to hire appropriate staff and provide them with necessary supervision and AA's failure to comply with the laws of two states led to the events described above and are a proximate and/or producing cause of damages to the Does.

## **V. CAUSES OF ACTION**

### **COUNT ONE -- BREACH OF CONTRACT**

37. Plaintiffs reallege and incorporate by reference paragraphs 1-36 above.

38. Plaintiffs and AA entered into the Adoption Agreement whereby AA was to provide certain adoption services and in exchange Plaintiffs would pay AA the sum of \$33,400.00 plus a \$2,000.00 application fee. Plaintiffs fully complied with the Agreement by making the required payment to AA and all other required action. AA failed to comply with the Agreement by:

- Failing to “accomplish all matters necessary and make all arrangements in connection” with M.A.’s adoption;
- Failing “to pay all medical/legal/other expenses of the Birthmother and Child” in accordance to state laws;
- Failing “to make attempts to locate and identify the biological father of the Child”;
- Failing to perform Post-Placement Supervision as required by Texas law and outlined in Article 8, Section 4 of the adoption contract;
- Failing to conduct all placement studies required by the Texas Department of Family and Regulatory Services; and
- Failing to provide Plaintiffs with all information required and available to assist them in making the decision to adopt M.A.

39. Plaintiffs’ injuries and damages were caused by AA’s breach of the Agreement and as a result Plaintiffs have suffered damages within the jurisdictional limits of this Court.

**COUNT TWO – NEGLIGENCE/NEGLIGENT SUPERVISION/NEGLIGENT HIRING**

40. Plaintiffs reallege and incorporate by reference paragraphs 1-39 above.

41. At the time and on the occasion in question, Defendants failed to exercise ordinary care and were negligent in the handling of the adoption of M.A. As set forth above, Defendants staffed critical positions in both the Oklahoma and Dallas offices with unqualified and ill-equipped employees. Defendants also failed to exercise sufficient supervision over the Dallas and Oklahoma offices. The improper staffing, lack of supervision, and overall negligence

in handling the adoption of M.A. was a proximate cause of the injuries and damages to Plaintiffs.

### **COUNT THREE – NEGLIGENCE PER SE**

42. Plaintiffs reallege and incorporate by reference paragraphs 1-41 above.

43. AA violated Texas state statutes that include, but are not limited to, the following:

- 40 TEX. ADMIN. CODE §749.103 et. seq;
- 40 TEX. ADMIN CODE §749.601 et. seq;
- 40 TEX FAM. CODE § 162.101 et. seq (The Texas ICPC);
- Title 10, Oklahoma Statutes § 10-571 (The Oklahoma ICPC);
- Texas Minimum Standards for Child-Placing Agencies; and
- Oklahoma Licensing Requirements for Child Placement.

44. Plaintiffs belong to the class(es) of persons that each of the aforementioned statutes were designed to protect. Moreover, Plaintiffs' injuries and damages were of the type that the aforementioned statutes were designed to prevent.

45. The aforementioned statutes are ones for which the Court may impose tort liability when violated by AA.

46. Defendants violated the statute based on the conduct outlined above. AA did not have any excuse(s) for violating the aforementioned statutes.

47. Plaintiffs' injuries and damages were proximately caused by AA's acts and/or omissions and are within the jurisdictional limits of this Court.

### **COUNT FOUR – NEGLIGENT MISREPRESENTATION**

48. Plaintiffs reallege and incorporate by reference paragraphs 1-47 above.

49. AA made negligent misrepresentations to Plaintiffs which induced Plaintiffs to enter into the Adoption Agreement. AA made representations to Plaintiffs in the course of a transaction in which Defendants had an interest. AA supplied false information for the guidance

of Plaintiffs. AA failed to exercise reasonable care or competence in communicating the information to Plaintiffs. Plaintiffs justifiably relied on the representations. AA's negligent misrepresentations proximately caused the Plaintiffs' damages in an amount within the jurisdictional limits of this Court. Additionally, Plaintiffs seek exemplary damages as allowed by TEX. CIV. PRAC. & REM. CODE § 41.003.

#### **COUNT FIVE – FRAUD**

50. Plaintiffs reallege and incorporate by reference paragraphs 1-49 above.

51. AA fraudulently induced Plaintiffs to enter into the Adoption Agreement and the adoption of M.A. by making false representations. AA made material false representations to Plaintiffs with the intent that Plaintiffs would rely on such representations. Plaintiffs relied on the representations and suffered damages in an amount within the jurisdictional limits of this Court. Additionally, Plaintiffs seek exemplary damages as allowed by TEX. CIV. PRAC. & REM. CODE § 41.003.

#### **COUNT SIX – VIOLATIONS OF DTPA**

52. Plaintiffs reallege and incorporate by reference paragraphs 1-51 above.

53. Plaintiffs are consumers under the Texas Deceptive Trade Practices Act (“DTPA”) and acquired and/or purchased goods and services from AA. AA, through its agents violated the DTPA by among other things:

- Representing that services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have; and
- Representing that services are of a particular standard, quality, or grade or that goods of a particular style or model, if they are of another.

54. In addition, the action or inactions of AA was an unconscionable course of action in violation of § 17.50(a)(3) of the DTPA. Plaintiffs detrimentally relied upon the above described representations made by Defendants. Such representations were a producing cause of

Plaintiffs' damages which are within the jurisdictional limits of this Court. The above-described violations of the DTPA were committed knowingly and intentionally and as a result, Plaintiffs are entitled to recover treble damages.

#### **VI. ALTER EGO**

55. Upon information and belief, there is such unity between Hug and AA that the separateness of AA and Hug has ceased such that holding only AA liable for Plaintiffs' damages would result in injustice.

56. Upon information and belief:

- AA is organized and operated as mere tool or business conduit of Hug;
- Hug used the corporate fiction to evade existing legal obligations of AA;
- Hug used the corporate fiction as a sham to perpetuate a fraud; and
- Hug inadequately capitalized AA with the effect of creating an injustice.

#### **VII. CONDITIONS PRECEDENT**

57. All conditions precedent have been performed or have occurred.

#### **VIII. ATTORNEYS' FEES**

58. Plaintiffs seek recovery of attorneys' fees incurred herein pursuant to TEX. CIV. PRAC. & REM. CODE §§ 38.001 et seq. and TEX. BUS. & COM. CODE §17.50(d) or as otherwise allowed for by law.

#### **IX. JURY DEMAND**

59. Plaintiffs demand a trial by jury.

#### **X. REQUESTS FOR DISCLOSURE**

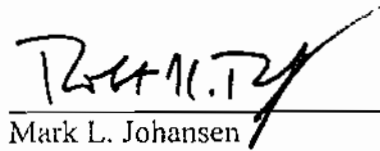
60. Pursuant to TEX. R. CIV. P. 194, Plaintiffs request that Defendants disclose within fifty (50) days, the information and material described in Rule 194.2(a) through (l).

## XI. PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiffs Jane Doe and John Doe request that Defendants Adoption Access, Inc. and Deborah Hug be cited to appear herein and upon trial hereof, Plaintiffs recover judgment against Defendants for:

- Actual damages in an amount in excess of the jurisdictional limits of this Court believed to be not less than \$1,000,000.00;
- Prejudgment and post-judgment interest as provided by law;
- Costs of court;
- Attorneys' fees;
- Exemplary damages; and
- Such other and further relief, both at law and in equity, to which Plaintiffs may be justly entitled.

Respectfully submitted,



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