

**20TH ANNUAL HOT TIPS FROM THE EXPERTS:
REGISTRATION OF FOREIGN ADOPTION**

May 8, 2015 | Jackson, Mississippi | M. Craig Robertson



THE MISSISSIPPI BAR

M. CRAIG ROBERTSON, ESQ.
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M. Craig Robertson is the founder of Robertson + Associates and loves his job. He is a former Mississippi State baseball player who experienced the rebirth of his boutique family law practice upon leaving an equity partner position when his very short time at a mid-sized firm ended a few years ago. As a young lawyer, Craig was thrown into the deep end by L.C. James, who he considers a mentor. Craig is a divorce and adoption specialist, who has tried cases in almost all of the twenty chancery court districts in Mississippi. He is an innovative problem solver, and an energetic and creative mediator. He writes a popular blog on family law and life in Mississippi.

Craig became a member of the Bar after graduating from Ole Miss in 1999. Super Lawyers magazine has routinely named him a rising star, he is board certified in family law by the National Board of Trial Advocacy, and has been selected to be included in The Best Lawyers in America. In 2011, Craig was chosen by the Mississippi Business Journal as a Top 40 Under 40, which recognizes the state's 40 up-and-coming business leaders under the age of 40. Craig is a frequent lecturer at continuing legal education programs, has made presentations in family law at the University of Mississippi and the Mississippi College School of Law, has been active in national, state and local bar associations and is a daily student of the practice of family law. He has additionally been involved in several commercial real estate projects, including the mixed use condominium building that houses Robertson + Associates. His biggest accomplishment to-date is co-founding 200 Million Flowers, a non-profit adoption agency inspired by the Bible verse in James 1:27 in which Christians are called to care for children in need of a forever family.

Craig is originally from South Jackson and married Rachel, the love of his life, in 2002. The couple has two daughters, Mollie Ann and Emma. He enjoys being with his family, sports, travel, photography, art, food, gardening and music.

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FROM: M. Craig Robertson
Date: May 1, 2015
Regarding: International Re-Adoption

Thank you for choosing Robertson + Associates to complete your International Re-Adoption. We are a boutique Mississippi firm that specializes in family law--adoptions are our very favorite thing to do!

Having already gone through the rigors of the international adoption process, this phase of your journey will be the easiest yet, and the end result will be a Mississippi Birth Certificate. This will make your life a lot easier in the future.

Please take a few minutes to review the contents of this packet and complete the International Re-Adoption Information Sheet which starts on the next page. I need you to bring this form with you to our initial consultation. There are also directions to our office and a sample of our employment contract. To make things easier when we meet, please bring your Final Judgment of Adoption with its English translation. We also need the most recent copy of your home study and your immigration documentation. We can get the rest later.

Let me be the first person from my office to tell you how glad I am you have chosen to work with us. People called to adopt have a very special place in the R+A family! We promise to answer all of your questions and help you through the procedure as quickly and efficiently as possible. If you have any questions before your meeting, please do not hesitate to call me. Also, please take a few minutes to visit the website of our favorite adoption ministry at www.200millionflowers.org.

I look forward to meeting you soon, and with warm personal and professional regard, I am

Very Truly Yours,

ROBERTSON + ASSOCIATES, PLLC



M. Craig Robertson, Esq.



International Re-Adoption Information Sheet

Please complete accordingly:

Adoptive Couple

Mailing Address

County of Residence

Name of Church

Location

Date of Marriage

Husband

Full Name

Date of Birth

Age

Social Security #

Cell Phone

Email Address

Wife

Full Name

Date of Birth

Age

Social Security #

Cell Phone

Email Address

Placing Agency

Mailing Address

Phone

Case Manager

Phone

Primary Fax Number

Email Address

Adopted Child or Children

CHILD 1

Biological Name _____

New Legal Name _____

Date of Birth _____

Age _____

Country _____

Biological Parents Known
or Unknown _____

Date of Foreign Adoption _____

Type of United States Visa
Issued to the Child (circle one)
IR-2 IR-3 IH-3 IR-4 IH-4

Has any other court in the U.S.
reviewed, registered, finalized
or otherwise assumed jurisdiction
over the Foreign Adoption Decree
being registered? (circle one)
Yes No

If yes, provide the name of the
court, the state and county, what
was previously presented to the
court and the resulting decision
from the court. _____

CHILD 2

Biological Name _____

New Legal Name _____

Date of Birth _____

Age _____

Country _____

Biological Parents Known
or Unknown _____

Date of Foreign Adoption _____

Type of United States Visa
Issued to the Child (circle one)
IR-2 IR-3 IH-3 IR-4 IH-4

Has any other court in the U.S.
reviewed, registered, finalized
or otherwise assumed jurisdiction
over the Foreign Adoption Decree
being registered? (circle one)
Yes No

If yes, provide the name of the court, the state and county, what was previously presented to the court and the resulting decision from the court.

Other Children

Full Name
Date of Birth
Age

Full Name
Date of Birth
Age

Full Name
Date of Birth
Age

Full Name
Date of Birth
Age

Full Name
Date of Birth
Age

Documents to be Attached to Petition:

- a. Copy of child's birth certificate or other birth identification issued by country of birth; or if none, an affidavit of parent(s) stating why none is available.
- b. The original documents related to the foreign adoption certified by the United States Embassy abroad and English translation certified by the translator to be correct.
- c. Copy of adopted child's United States visa.
- d. Copy of home study.
- e. A copy of U.S. Government Form N-560, Certificate of Citizenship, or a copy of the child's United States passport, or both, if either or both documents are available.
- f. A valid government-issued picture identification of parent or parents, such as a passport or driver's license.
- g. Proof of residency of the parent or parents in the State of Mississippi.
- h. The social security card of the child.

R+A Checklist:

- Petition to Register Foreign Adoption
- Civil Cover Sheet
- Filing Fee
- Adoptive Country's Final Judgment with Translation
- Birth Certificate of Affidavit
- Child's US Visa
- Copy of Home Study
- Copy of US Form N-560, Certificate of Citizenship, or a copy of the child's United States passport, or both.
- Adoptive Parents' IDs
- Adoptive Parents' Proof of Residency
- Child's Social Security Card
- Final Judgment



ATTORNEY/CLIENT EMPLOYMENT AGREEMENT

****RE-ADOPTION****

You, _____, agree to retain ROBERTSON + ASSOCIATES, PLLC (hereinafter "the firm"), to represent you in a legal action involving Intercountry Adoption.

With the exception of any dispute over fees, you agree and contract to resolve any other dispute concerning, arising from and/or related to this Agreement by and through binding arbitration pursuant to the terms and conditions as set forth from time to time by the American Arbitration Association. Arbitration will take place in Madison County, Mississippi. Judgment rendered by the arbitration(s) may be confirmed, entered and enforced in any court having jurisdiction. You acknowledge and understand that, by agreeing to arbitration, you are giving up your rights to have any of the aforementioned disputes decided by a judge or jury.

You also agree to the following terms:

1. The attorney's fee is based upon the amount of time devoted to your case and the value of the service performed. In addition to the attorneys at the firm, it may be necessary for other professionals to work on your case. We will use our best judgment to determine the most economical use of time and the time of any staff.

2. Your cooperation is very important. You must inform us immediately of any change of address, telephone number, employment, or circumstances. Full disclosure of all facts is essential to enable us to represent you properly. You must promptly fill out and return all papers we request. If you do not, we have the right to withdraw from your case. You promise to read everything sent to you, and to ask questions if you do not understand something.

3. We will provide the following legal services:

- All necessary communication;
- Investigation of the relevant facts;
- Create and/or respond to all Court papers necessary to accomplish desired result;
- Reasonable access to team members during regular business hours;
- Research applicable legal authorities, as necessary;
- Conduct all aspects of the information and evidence gathering process;
- Prepare for and attend all hearings necessary to achieve your desired result;
- Prepare for and attend the final hearing;

- Coordinate with the professional who completed your home study;
- Coordinate with the professional updating your home study;
- Coordinate with the guardian ad litem, if any; and
- Complete Service of Process.

4. This contract will terminate and all sums paid shall be considered earned upon the conclusion of the case prior to new pleadings or an appeal or twelve (12) months from the date of this Agreement.

5. The fee for legal services shall be **\$650.00 per child**, which includes the filing fee. Our travel rate is **\$50.00 per hour** of travel plus **\$.50 per mile**.

6. If your question or issue requires additional work and analysis beyond that which is identified in this Agreement, that work will be subject to an additional price negotiation before the service is to be performed, utilizing a Change Order. To assure that our office remains responsive to your needs, as well as fair to both parties, we will meet throughout the term of service and, if necessary, revise or adjust the scope of the services to be provided and the prices to be charged in light of mutual experience.

7. Services not covered by the foregoing fees include: additional filing fees, guardian ad litem fees, home study fees, process server fees, publication fees, court reporter fees, expert witness fees, layman witness fees, investigator fees, special master or independent accounting fees and mediator fees. Excessive costs for copying, or fees to persons or companies responding to subpoenas are also not covered. Normal copy charges, fax charges, computer charges, computer research charges, and long distance are covered by the foregoing fee schedule.

8. Furthermore, it is understood that either party may terminate this Agreement at any time, for any reason, within 10 days written notice to the other party.

9. YOU AGREE THAT NO ONE HAS MADE ANY GUARANTEE REGARDING THE OUTCOME OF ANY PART OF YOUR CASE. AN OPINION AS TO YOUR CHANCES OF SUCCESS BASED ON KNOWLEDGE AND EXPERIENCE WILL BE GIVEN, BUT **THERE ARE NO GUARANTEES AS TO HOW YOUR CASE WILL TURN OUT.**

10. At our discretion, we have the right to withdraw from your case if you have misrepresented or failed to disclose material facts, if you fail to follow advice, if you fail to pay fees in a timely manner or for any other reason. Likewise, you may discharge the firm at any time for any reason. In any of these events, you will execute such necessary documents as will permit the firm to withdraw.

11. Should we have to bring suit or otherwise spend time trying to collect the amounts due under this agreement, you will also be responsible for court costs and reasonable attorney's fees, including payment of the normal hourly rate if we act as our own counsel.

12. We will return phone calls as promptly as possible but you understand that our schedules may not permit immediate contact. You understand that the firm will work on your case and that it is impossible for any professional to be personally responsible for all aspects of representation.

13. Upon the termination of your case, we shall be under no obligation to retain any portion of your file. Once your case has been closed, any contents from your file, other than attorney work product, shall be made available to be returned to you for a period of ten (10) days after notification that your file has been closed. It is your responsibility to seek the return of all original documents immediately after the case is completed, and to request a copy of any portions of the file you wish to retain within ten (10) days of the date of this notification. After this ten (10) day period, we may assume that you do not want these documents and may destroy them.

14. You are, by signing below, agreeing that you have read this contract and understand it fully.

THIS IS A LEGALLY BINDING CONTRACT. YOU HAVE THE RIGHT TO AND YOU SHOULD SEEK INDEPENDENT COUNSEL FROM ANOTHER ATTORNEY BEFORE SIGNING IT.

I UNDERSTAND THAT THE LEGAL REPRESENTATION ENDS WITH THE ENTRY OF A FINAL JUDGMENT AND THAT NO ACTION WILL BE TAKEN ON MY BEHALF SUBSEQUENT TO THE ENTRY OF A FINAL JUDGMENT WITHOUT A SEPARATE CONTRACT FOR REHEARING OR APPEAL. I FURTHER UNDERSTAND THAT SHOULD THERE BE ANY INTERLOCUTORY APPEAL TO THE MISSISSIPPI SUPREME COURT DURING THE COURSE OF MY CASE, OR ANY APPEAL TO THE MISSISSIPPI SUPREME COURT AT THE END OF MY CASE, THAT A SEPARATE CONTRACT SHALL BE REQUIRED TO SECURE REPRESENTATION IN ANY APPEAL. I UNDERSTAND THAT I HAVE TEN (10) DAYS FROM THE ENTRY OF A FINAL JUDGMENT TO FILE A MOTION FOR REHEARING AND THIRTY (30) DAYS TO FILE AN APPEAL.

CLIENT'S SIGNATURE

DATE

CLIENT'S SIGNATURE

DATE

GUARANTOR, if any

DATE

M. CRAIG ROBERTSON, ESQ.
ROBERTSON + ASSOCIATES, PLLC

DATE

IN THE CHANCERY COURT OF _____ COUNTY, MISSISSIPPI

IN RE: FOREIGN ADOPTION OF _____

FILE NO. _____

PETITION TO REGISTER FOREIGN ADOPTION

1. Petitioner(s), the Adopting Parent(s) of the above-named adopted child, is/are (Full Legal Name) and (Full Legal Name).

2. Petitioner(s) reside(s) in _____ County, Mississippi, at (Street Address), (City, State, Zip).

3. Has any other court in this or any other state reviewed, registered, finalized or otherwise assumed jurisdiction over the foreign adoption decree being registered here:

(circle one) Yes No

If yes, please provide the name of the court, the state and county, what was previously presented to the court and the resulting decision from the court: (Attach all court decrees)

4. The full name of the adopted child at birth as listed on the foreign birth certificate, if available, was _____.

5. The full name of the adopted child as written on the foreign adoption decree is _____.

6. The full name of the adopted child as he or she is to be known from this time forward is _____.

7. The date of birth of the adopted child is _____.

8. The date of the foreign adoption decree is _____.

9. The type of United States visa issued to the adopted child is:

(circle one) IR-2 IR-3 IH-3 IR-4 IH-4

10. The following documents are attached to this Petition:

a. Copy of child's birth certificate or other birth identification issued by country of birth; or if none, an affidavit of parent(s) stating why none is available.

b. The original documents related to the foreign adoption certified by the United States Embassy abroad and English translation certified by the translator to be correct.

c. Copy of adopted child's United States visa.

d. Copy of home study.

e. A copy of U.S. Government Form N-560, Certificate of Citizenship, or a copy of the child's United States passport, or both, if either or both documents are available.

f. A valid government-issued picture identification of parent or parents, such as a passport or driver's license.

g. Proof of residency of the parent or parents in the State of Mississippi.

h. The social security card of the child.

WHEREFORE, Petitioner(s) request(s) that this Court enter its Order authorizing the registration and docketing of the attached Foreign Adoption Decree with the clerk of the court and decreeing that (Name of child as written on Foreign Adoption Decree) shall henceforth be known as (Child's name from this time forward) and shall have all the rights of a child and heir

of the Petitioner(s).

Respectfully submitted this the _____ day of _____, 2015.

Signature of Adopting Parent & Daytime Telephone Number

Signature of Adopting Parent & Daytime Telephone Number

Prepared by:

M. CRAIG ROBERTSON, ESQ. (MSB #99392)

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ATTORNEY FOR PETITIONER(S)

VERIFICATION TO PETITION TO REGISTER FOREIGN ADOPTION

I/We, _____, verify that I/we am/are the Petitioner(s) named in the foregoing Petition, that I/we have read and understand the information set forth in the Instructions to the Petition to Register Foreign Adoption Decree, and that the facts set forth in the foregoing Petition are true and correct to the best of my/our knowledge, information and belief. I/We further verify that all documents attached to this Petition are true and correct copies of the originals. I/We understand that false statements made herein are subject to the penalties for perjury.

Date: _____

(Signature of Adopting Parent)

(Signature of Adopting Parent)

IN THE CHANCERY COURT OF _____ COUNTY, MISSISSIPPI

IN RE: FOREIGN ADOPTION OF _____

ADOPTION NO. _____

ORDER

It is hereby ORDERED and DECREED that the Petition to Register Foreign Adoption of: (Adopting Parent(s)) is GRANTED and that this Court authorizes the registration and docketing of the Foreign Adoption Decree entered on (Date of Foreign Adoption Decree) by (Name of Foreign Court) in (Foreign Country).

It is FURTHER ORDERED AND DECREED that the above Foreign Adoption Decree shall be enforceable as if this Court had entered the Decree and that henceforth this child (Name of child as written on Foreign Adoption Decree shall be known as (Child's name from this time forward) and shall have all the rights of a child and heir of (Adopting Parent(s)).

Ordered this the _____ day of _____, 2015.

C H A N C E L L O R