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MELISSA KAY COOK Individually and  
11 MELISSA KAY COOK as *Guardian ad*  
*Litem* of Baby A, Baby B and Baby C

12 UNITED STATES DISTRICT COURT  
13 CENTRAL DISTRICT OF CALIFORNIA  
14 LOS ANGELES DIVISION

15 MELISSA KAY COOK Individually and  
16 MELISSA KAY COOK as Guardian ad  
Litem of Baby A, Baby B, and Baby C,

17 Plaintiffs,

18 vs.

19 EDMUND G. BROWN, JR., Governor of  
20 the State of California, et al.,

21 Defendants.

Case No. 2:16-cv-00742 ODW(AFMx)

**DECLARATION OF PLAINTIFF  
MELISSA KAY COOK PURSUANT  
TO 28 U.S.C. §1746 IN SUPPORT OF  
PLAINTIFFS' OPPOSITIONS TO  
DEFENDANTS' MOTIONS TO  
DISMISS**

(Fed. R. Evid. 201)

Date: May 23, 2016  
Time: 1:30 p.m.  
Courtroom: 11  
Judge: Hon. Otis D. Wright, II  
Trial Date: None Set  
Action Filed: 2/2/16

1 MELISSA KAY COOK, being of full age deposes and says:

2 1. I am the Plaintiff in this case, acting in my individual capacity and as  
3 the Guardian ad Litem of Baby A, Baby B, and Baby C. I am now forty-eight years  
4 old. I seek relief for other women and children in a similar position.

5 2. I have sought to prevent the termination of my relationships with the  
6 three babies because the facts, and my understanding of the facts, changed since  
7 August 17, 2015, when I underwent a triple embryo transfer pursuant to a  
8 "gestational" surrogacy agreement, which I signed on May 31, 2015. When it  
9 became clear to me, during the pregnancy, that C.M. could not take proper care of  
10 the children, and wrote to me stating he would not accept responsibility for at least  
11 one of the children, I made every effort to do what is best for the children. I will  
12 accept responsibility for one or all of the children based upon what is best for them.

13 3. The welfare of the children has always been, and continues to be, my  
14 main concern. I tried to carry the children as long as I could, but the pregnancy was  
15 far more difficult than my other pregnancies. On one occasion, I was taken to the  
16 hospital because I was dizzy and fainting. I suffered from hypotension and had to  
17 be placed on medication and a special diet. I developed gestational diabetes which  
18 had to be monitored.

19 4. Shortly after midnight, in the early morning hours of Monday,  
20 February 22, I was taken to the hospital because I went into premature labor and  
21 was dilated a couple of centimeters. The doctors could not stop the dilation and  
22 they had to perform an emergency Caesarean section late that night. At birth, the  
23 three babies were twenty-eight weeks old post conception.

24 5. All three babies were placed in the NICU and they have remained in  
25 the hospital here in California for the past seven and a half weeks. We know that  
26 the three children remain in the hospital and are likely to remain in the hospital until  
27 April 19. The lawyers for the hospital have advised us that while the children could  
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1 be medically discharged as early as April 12, the hospital does not plan to discharge  
2 them until April 19, 2016.

3 6. On February 9, the California Children's Court entered a Judgment  
4 terminating the rights of the three babies to keep their relationship with their  
5 mother, and terminated my parental rights with them. On Wednesday, March 30,  
6 my lawyers filed a Petition for a Writ of Supersedeas for me and for the children,  
7 seeking various immediate relief from that Judgment. Within two hours, the  
8 California Court of Appeals issued an Order staying the execution of that  
9 Judgment, and prohibiting both C.M. and myself from removing the children from  
10 the state of California pending further Order of the Court of Appeals.

11 7. The three children and I need immediate relief from this Court to  
12 protect the rights of all four of us so that our rights can be preserved at this critical  
13 moment in our lives.

14 8. The Children and I have not been given any hearing in the state court  
15 up to this point.

16 **I. Facts Pertaining to the Surrogacy Contract**

17 9. Surrogacy International brokers surrogacy arrangements. They solicit  
18 women to enter into "gestational" surrogacy agreements with people who want to  
19 obtain complete and sole parentage, custody and control of one or more children.  
20 In February of 2014, I filled out a form provided by Surrogacy International in  
21 which I indicated that I may be willing to act as a surrogate mother. At that time,  
22 Surrogacy International was located in Santa Barbara, California.

23 10. Surrogacy International is owned and operated by Robert Walmsley. I  
24 never met Mr. Walmsley throughout the contract process and throughout the  
25 pregnancy for the entire year of 2015. No one from Surrogacy International ever  
26 came to my home and I never went to Surrogacy International's office. All of my  
27 communication with Mr. Walmsley and Surrogacy International was by email and  
28

1 an occasional phone call. I first met Mr. Walmsley when we were in the Children's  
2 Court on February 8, 2016, when he was trying terminate my rights and those of the  
3 children.

4 11. Mr. Walmsley and Surrogacy International asked me to enter into a  
5 surrogacy contract with C.M. I communicated with C.M. exclusively by email. I  
6 have never met C.M. and he and I have never spoken over the phone. Surrogacy  
7 International never made any arrangement for me to meet him and I never knew  
8 whether he ever traveled to California throughout the contract process.

9 12. On April 16, 2015, C.M. emailed me and wrote that: "I told my lawyer  
10 that I want twin babies, even though, I know I can expect a single baby or triplet  
11 babies." See, redacted email dated April 16, 2015, marked Exhibit 1.

12 13. A week after a triple embryo transfer was performed, C.M. again  
13 reiterated that he knew there may be three children born writing: "I guess we might  
14 get three embryos successfully hook up [sic]." See, redacted copy of email dated  
15 August 23, 2015, marked as Exhibit 2.

16 14. On May 31, 2015, I signed the surrogacy contract. I understand that a  
17 copy of that contract is part of the record before this Court.

18 **A. The Hormone Injections and the Embryo Transfers**

19 15. Beginning on June 13, 2015, I started on a drug regimen which was  
20 required by the surrogacy contract. The drug regimen, as I understood it, was to  
21 prepare my body to receive the embryos and to synchronize my body with the cycle  
22 of the woman who was anonymously donating ova for fertilization.

23 16. As a result, I started taking birth control pills on June 13, and on June  
24 19, 2015 I began injections of 20 units of Lupron each day. I had to inject myself  
25 in the buttocks. On June 26, 2015, I was told to stop injecting the Lupron because  
26 the woman who had agreed to provide the ova changed her mind. Surrogacy  
27 International had to locate a different ova donor.

28 17. I started a second drug regimen on July 10, 2015, when I began taking

1 birth control pills. On July 17, 2015, I again began the daily injections of 20 units  
2 of Lupron. I took the last birth control pill on July 24. On July 30, after two weeks  
3 of daily doses of 20 units of Lupron injections, the Lupron was reduced to 10 units  
4 daily. I continued to inject the Lupron until August 10, 2015.

5 18. While I was still injecting the Lupron, I was required to start taking  
6 Estrace or Estrogen, which I took both orally and vaginally each day.

7 19. Immediately after I stopped taking the Lupron injections, on  
8 August 10, I had to start injecting 100 mg of Progesterone on a daily basis.

9 20. On August 17, 2015, Dr. Jeffrey Steinberg, who worked at Fertility  
10 International, in Encino, California, performed a triple embryo transfer at C.M.'s  
11 request. Dr. Steinberg was selected by Surrogacy International. Because C.M.  
12 insisted that all of the babies be boys, Dr. Steinberg's group tested the twenty-two  
13 embryos produced and selected three of the male gender embryos for transfer.

14 21. On August 31, 2015, we determined that I had a viable pregnancy.

15 **B. The Demands by C.M. and those of Robert Walmsley**  
16 **that I Have an Abortion**

17 22. In an email dated September 16, 2015, C.M. first mentioned an  
18 abortion, asking how long does he have to have an abortion.

19 23. On September 17, 2015, C.M. sent an email to Fertility Institute, the  
20 infertility clinic monitoring my pregnancy. In that email, C.M. states:

21 "Please try to make her (mine) visits less often, because I  
22 get a bill that costs me a lot of money. ... It causes me  
23 financial problems not to be able afford triplets (sic)  
24 maybe even twins that worries me so bad for real."  
(Emphasis added). See, redacted email attached marked  
Exhibit 3.

25 24. On September 18, 2015, a representative of the infertility clinic wrote  
26 back to C.M. and advised him that because the pregnancy is such a high risk, I had  
27 to be seen every week. The clinic stated that the risk came with C.M.'s decision to  
28

1 request that three embryos be transferred. See, redacted email attached as  
2 Exhibit 4.

3 25. On the same day, September 18, C.M. wrote to Mr. Walmsley, stating:

4 "I cannot afford to continue Melissa's to visit weekly (sic)  
5 in the fertility institute because of our contract that I never  
6 anticipated something such worse (sic) like draining my  
7 finances so fast. ... I do not want to abort twin babies, *but*  
8 *I felt that is such possible (sic) to seek aborting all three*  
9 *babies.* I do not want to affect Melissa's health. *I do not*  
10 *have any more money in the bank, and my job does not*  
11 *pay great biweekly."* (Emphasis added). See, redacted  
12 email dated 9/18/15 attached hereto and marked as  
13 Exhibit 5.

14 26. By C.M. stating that he did not have any money in the bank, and he  
15 did not make much money, I inferred that C.M. had spent what savings he had on  
16 paying the surrogacy broker, paying the infertility clinic and doctor Steinberg,  
17 paying the ova donor, paying the lawyers and putting money in trust to pay me  
18 under the terms of the agreement we signed.

19 27. I became anxious because I began to realize that C.M. could not care  
20 for the children. I had previously assumed that Mr. Walmsley and Surrogacy  
21 International had done a proper home study and investigation into C.M.'s living  
22 arrangements. Now that he had written to Fertility Institute stating that he could  
23 not afford to pay for my doctor bills and he was now saying that he may want to  
24 abort all three babies, his inability to raise the children became apparent.

25 28. He had previously wrote me that he was a single man who would turn  
26 fifty years old on January 6, 2016; that he did not have his own home, but lived in  
27 his parents' house in Georgia. He had written to me advising that his mother was  
28 confined to bed and needed nursing care all day, and that his father was elderly and  
needed help.

29. Now C.M. was saying that he did not have money to overcome these  
difficulties which all became such a barrier to his raising the children, that he

1 contemplated demanding that I abort all three children.

2 30. These statements made me extremely anxious. On September 21,  
3 2015, I sent C.M. an email stating:

4 “You need to make a decision if you want any of these  
5 babies so that I know what to expect

6 I have been really upset and nervous and anxiety ridden.”  
7 See, redacted email dated 9/21/15, attached hereto as  
Exhibit 6.

8 31. On September 21, in response, C.M. stated that “I said I always would  
9 want twin babies.” (Exhibit 7). I wrote to C.M. again that day stating that we had  
10 to make a plan for the third baby and that I would raise all the children myself for a  
11 few months after birth. See, redacted email dated 9/21/15, marked as Exhibit 7.  
12 Back on April 21, 2015, C.M. had written to me stating “I would let you to keep  
13 [sic] my babies for weeks till you feel right time for them being ready to be home  
14 with me.” See, redacted email dated 4/21/15, attached as Exhibit 8. Because it was  
15 clear to me that he thought he could not care for the three children – and I now  
16 thought he probably could not do so – I offered to help him by taking him up on the  
17 suggestion he made on April 21.

18 32. On September 22, 2015, in response to C.M.’s email earlier in the day,  
19 I wrote to C.M. stating:

20 “Do you even know what you want/can do? Are you able  
21 to afford and love and have the support to care for all  
22 three babies? You need to realistically look at the  
situation in hand.

23 They will most likely come early and I will try my best to  
go as long as possible. ...

24 We have to do what’s best for these babies.” See,  
25 redacted email dated 9/22/15, attached as Exhibit 9.

26 33. That same day, September 22, C.M. wrote to me to tell me that he  
27 wanted me to terminate the life of one of the babies. C.M. claimed that he was  
28

1 exercising a term under the surrogacy contract for what the contract referred to as a  
2 “Selective Reduction.” In that email, C.M. wrote:

3 *“I would decide to select – reduct (sic) one of three*  
4 *babies, soon as I need to tell my doctor and my lawyer*  
5 *before 14th to 17th weeks. ... I will tell them 3 weeks*  
6 *ahead before November 9 that I would look for twin*  
7 *babies.” (Emphasis added). See, redacted email dated*  
8 *9/22/15, attached as Exhibit 10.*

9 34. The following day, on September 23, 2015, I emailed C.M. and made  
10 it clear that I would not “abort any of them. I am pro-life and I am not having an  
11 abortion. They are all doing just fine.” See, redacted email dated 9/23/15, attached  
12 as Exhibit 11.

13 35. Thereafter, C.M. and Mr. Walmsley tried to convince me that I had a  
14 legal obligation to abort one of the babies. Originally C.M. and Mr. Walmsley  
15 stated that they wanted an abortion because C.M. was a single man who was deaf.  
16 Mr. Walmsley stated that in an email to Lesa Slaughter, who, at times, acted as my  
17 attorney. Also, C.M. had stated that he had no money left. By late September,  
18 C.M. and Mr. Walmsley started referring to the terms of the contract, and in order  
19 to make their demands fit the contract they started to claim that carrying all three  
20 children to term will risk the health of the children. There was no evidence that the  
21 children were at risk. I continued to refuse to abort any of the babies, and told C.M.  
22 that all three were healthy.

23 36. On October 28, 2015, C.M. mentioned in an email, that he may “start  
24 looking agencies for adoptive parents [sic].” See, redacted email dated 10/28/15,  
25 attached as Exhibit 12.

26 37. The doctors referred to the three children in utero as “Baby A,”  
27 “Baby B” and “Baby C.” They were each distinct and unique, and on each of the  
28 sonograms I could see each located in the same place. They were separate and  
distinct babies to me, and I named Baby C. On November 12, 2015, I emailed



1 C.M. to tell him Baby B was kicking and that I heard the babies' heartbeats. In that  
2 email I told C.M. that if he wanted to raise only two of the children that I "would  
3 love to raise and love" the third child. *See*, redacted email dated 11/12/15, attached  
4 as Exhibit 13.

5 38. C.M. never even acknowledged my offer to raise the baby that he  
6 wanted to terminate. On November 13, 2015, in response to my email the day  
7 before in which I stated that I would love to raise the third child, C.M. wrote that he  
8 "would encourage" me to "consider selection reduction [*sic*]." *See*, redacted email  
9 dated 11/13/15, attached as Exhibit 14. It was very discouraging to me that he  
10 wouldn't even respond to my offer of raising the baby he did not want. Instead his  
11 demands for an abortion became even more aggressive.

12 39. On November 16, C.M. wrote to me and stated that "... *I had decided*,  
13 after looking at all issues, to pursue reduction." (Emphasis added). I inferred that  
14 C.M. attempted to convince me that it was *his decision* whether I had to submit to  
15 an abortion. It was extremely stressful to realize that the man who had asked me to  
16 carry three children insisted that I had to terminate the life of one of them, despite  
17 the fact I already told him I could not do it and I would take the child myself. I  
18 became depressed over the situation. In that same communication dated  
19 November 16, C.M. again failed to acknowledge that I offered to raise the third  
20 child myself. Instead he announced that he could put the third child up for  
21 adoption, but he decided that separating one triplet from the other two was too  
22 cruel. He thought it was less cruel to terminate the child's life rather than  
23 separating the third child from his siblings. *See*, email dated 11/16/15 attached as  
24 Exhibit 15. I find it difficult to find words to explain just how irrational this  
25 seemed and how it made me feel.

26 40. I felt isolated, very much alone. I felt I was the only person in the  
27 world who knew the children, the only one who truly loved them, and I was the  
28

1 only one who could protect them. I felt a deep obligation to each of the children  
2 and needed to protect them. In his email of November 16, 2015, C.M. added that “I  
3 *know my decision* is not welcomed to you [*sic*] but I hope you understand. ...”  
4 (Emphasis added). *See*, Exhibit 15 attached.

5 41. On November 24, C.M. wrote to me again and stated: “My decision  
6 made is, requires a selection reduction [*sic*]. I am so sorry.” *See*, Exhibit 16  
7 attached. On November 27, 2015, C.M. wrote again demanding an abortion stating  
8 “*I made my decision* which is best. ...” (Emphasis added). *See*, Exhibit 17 attached.

9 42. What made this all the worse was that I didn’t have an attorney to stick  
10 up for me. By the terms of the surrogacy contract, C.M. was responsible to pay for  
11 the fees of an attorney to give me advice about the surrogacy contract. I selected  
12 Lesa Slaughter who practices under the name of “The Fertility Law Firm.” C.M.  
13 budgeted funds to pay The Fertility Law Firm. After C.M. started to demand I have  
14 an abortion, I contacted Lesa Slaughter on September 22, to tell her that I needed  
15 advice about the demands to abort one of the children. Lesa Slaughter told me she  
16 couldn’t represent me because she was only paid by C.M. for the contract.  
17 Slaughter told me that I had to pay her \$400.00 an hour, which I could not afford to  
18 do. *See*, email dated 9/22/15 attached as Exhibit 18.

19 43. Two days or so after Lesa Slaughter told me she couldn’t help me,  
20 Robert Walmsley wrote to Slaughter and stated: “Triplets for a married couple is  
21 hard enough. Triplets for a single parent would be excruciating; triplets for a single  
22 parent who is deaf is – well beyond contemplation.” Slaughter responded:  
23 “agreed.” *See*, emails dated 9/24/15 attached as Exhibit 19.

24 44. Then, on October 28, 2015, Lesa Slaughter wrote to me stating that she  
25 could give me advice because “intended parent is paying my time.” *See*, email  
26 dated 10/28/15 attached as Exhibit 20.

27 45. Mr. Walmsley wrote a letter to me, care of Lesa Slaughter, dated  
28

1 November 20, 2015. In that letter, Mr. Walmsley told me that by refusing to have  
2 an abortion I am liable, under the surrogacy contract, for large money damages. In  
3 that letter, Mr. Walmsley cites as one of the reasons that C.M. wanted an abortion  
4 of one of the children was that "C.M. is a single male and is deaf." The letter went  
5 on to list grounds for potential money damages and stated that C.M. "no doubt will  
6 also have to resort to substantial counseling, in part, because of your decision not to  
7 honor his request for reduction." See, letter dated 11/20/15 attached as Exhibit 21.

8 46. This was hurtful, and put me in fear that C.M. and Mr. Walmsley  
9 would ruin me financially. I felt threatened and believed that I could be sued for  
10 money damages because Lesa Slaughter was pressuring me to have an abortion as  
11 well.

12 47. While I was being pressured and threatened by C.M. and his attorney,  
13 Lesa Slaughter, on November 14, 2015, while being paid by C.M., wrote to me and  
14 told me that C.M. had a right to demand an abortion and that I had liability if I  
15 refused. I felt completely isolated and felt that everyone involved demanded I do  
16 something I told them I could not do.

17 48. On November 29, 2015, I retained Harold Cassidy to advise me about  
18 my rights. Despite C.M.'s pressure and that of his attorney and surrogacy broker to  
19 compel me to abort one of the children, I had Mr. Cassidy contact Mr. Walmsley to  
20 tell him once and for all that I would not abort any of the child, and that since C.M.  
21 said he couldn't raise the third child, I would raise the child myself.

22 49. C.M.'s position was that he intended to surrender the child to a  
23 stranger in an adoption. On November 30, 2015, I learned for the first time, based  
24 upon my attorney's discussions with Mr. Walmsley, that Surrogacy International  
25 never did a home study of C. M.'s living arrangements. Based upon all of the facts,  
26 as I learned them, by the first week of December, 2015, I realized that C.M. was not  
27 capable of raising three children and probably was not capable of raising any  
28

1 children.

2 50. For that reason, I have sought to protect the children by taking legal  
3 action to obtain custody of one or more of the children based upon what is in their  
4 best interests.

5 **II. The Birth of the Three Babies and Subsequent Events**

6 51. I was present in the Children's Court on February 8, 2016, when the  
7 Children's Court Judge refused to allow me to litigate my answer to C.M.'s Petition  
8 and litigate all of the issues raised in my Counterclaim. The Court refused to give  
9 me and the children a hearing. The Court ruled that my rights would be terminated.  
10 On that day, the babies were twenty-six weeks old post conception.

11 52. On February 8th, the court stated that "there is no requirement that  
12 there be any home inspection (of the 'intended parent')" and that what happens to  
13 the children was none of the court's business. The welfare of the children has  
14 always been and continues to be my main concern.

15 53. Shortly after midnight, in the early morning hours of Monday,  
16 February 22nd, I was taken to the hospital and the doctors had to perform an  
17 emergency caesarean section late that night. I tried to carry the children as long as I  
18 could, but the pregnancy was very difficult. On one occasion, I was taken to the  
19 hospital because I was dizzy and fainting. I suffered from hypotension and had to  
20 be placed on medication and a special diet. I developed gestational diabetes which  
21 had to be monitored. I was disappointed that the C-section had to be done on  
22 February 22.

23 54. Throughout the pregnancy, I felt extremely close to the babies. I felt  
24 that I was the only person in the world who could protect them. I know that on  
25 February 22 the babies and I had a very strong bond.

26 55. I was conscious during the delivery and I heard all three babies cry,  
27 but the hospital personnel would not let me see the babies, hold them, and I was not  
28

1 allowed to know their weights or conditions because of the Court's Order. I was  
2 extremely worried that because of their age, twenty-eight weeks post conception,  
3 that they may have had some health concerns. I was in the hospital for two days  
4 worrying about the children's health, but no one would tell me how they were  
5 doing.

6 56. The hospital employed special security on my hospital floor to prevent  
7 me from seeing the babies. If I was permitted to see the children after I left the  
8 hospital I would have been at the hospital every day, and cared for them. Without  
9 me they were left alone.

10 57. I feel this may be the most dehumanizing experience I have ever had.

11 58. In the seven weeks following their birth, I understand that C.M. stayed  
12 in Georgia for all but four days.

13 59. At the time of the children's birth C.M. owed me about \$19,000.00  
14 under the terms of the agreement. When I left the hospital I told my attorney to  
15 advise C.M.'s lawyer that I would not accept any further payments of money. It  
16 felt too much like I was receiving money in exchange for C.M. taking the children.  
17 I love the children too much to live with the thought of that. Since the time before I  
18 entered the hospital, I have not accepted any funds from C.M. and will not do so in  
19 the future.

20 **III. The Order of the California Court of Appeals Staying the Termination**  
21 **Order and Prohibiting the Removal of the Children from the State; My**  
22 **preparation to Receive the Children**

23 60. On Wednesday afternoon, May 30, 2016, my attorneys filed a Petition  
24 for a Writ of Supersedeas in the California Court of Appeals. Within about two  
25 hours, without the Court waiting for C.M.'s attorneys to file opposition, the Court  
26 entered an Order staying the Judgment entered by the Children's Court Judge on  
27 February 9, and prohibiting C.M. from removing the Children from the State of  
28 California.

1           61. We received information that the children were all healthy but because  
2 of their premature birth, they were and still are in the hospital. The Court of  
3 Appeals ordered C.M.'s attorneys to file opposition to the Petition by April 11.  
4 C.M.'s lawyers filed a response late in the day on Friday, April 8. My attorneys  
5 filed a reply in the Court of Appeal on Monday afternoon, April 11. Because the  
6 children had to remain in the state until further order of the Court, and because the  
7 Stay Order reinstated my parental rights, I immediately started to take a number of  
8 steps to receive the children in my home.

9           62. First, the children need a place to live upon leaving the hospital, so I  
10 have begun to set up a nursery at my home in order to take care of all three children  
11 until the Courts make rulings in this case. My husband and I had premature triplets  
12 eleven years ago. I nursed them, nurtured them and raised them. I know what is  
13 involved in taking care of triplets. Thus, I know what I must do in order to properly  
14 care for premature triplets.

15           63. I asked my attorneys to make an application to the Court to have the  
16 children discharged into my care. I have been pumping my breast milk and  
17 freezing it since I left the hospital in order to have a supply of breast milk for the  
18 babies. I have taken steps to acquire cribs, strollers and the other essential needs for  
19 the babies. On Wednesday, April 6, my attorneys filed an ex parte application  
20 asking Judge Pellman to decide where the children should go upon release from the  
21 hospital. It is my understanding that she refused to even entertain the application  
22 and made no ruling. This placed us under greater stress to prepare for the  
23 children's discharge.

24           64. My attorneys prepared a supplement to the Petition for the Writ of  
25 Supersedeas which included in my reply in support of my Petition, and the reply  
26 was filed with the California Court of Appeal on April 11. I am concerned that the  
27 children be properly cared for. I have been told by my attorneys that lawyers  
28

1 for Kaiser, the hospital where the children are currently, said the children can be  
2 medically cleared to be released as early as April 12, but probably will not be  
3 released until April 19. I am prepared to receive them in my home and to care for  
4 them.  
5

6  
7 65. I am quite competent and capable of taking full responsibility for the  
8 care of Baby A, Baby B, and Baby C pending a final determination by the Courts,  
9 and desire to do so.

10  
11 I declare under penalty of perjury, that the above is true and correct to the  
12 best of my knowledge.

13 Executed this 13<sup>th</sup> day of April, 2016, at Woodland Hills, California.  
14  
15

16  
17   
18 MELISSA KAY COOK  
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