

## Exhibit F—Lack of Meaningful Support

This Exhibit ' F ' referred to in the  
Affidavit of Deirdre Moore,  
sworn before me at the City of Ottawa, this  
..... 3 ..... day of August, 20 17.  
J. Stohli  
A Commissioner for taking affidavits

### Opening Remarks

The Applicant's behaviour does not remotely reflect the statements in his Application including "I love my wife" found on page x, line y.

### History of Events

(As e-mail threads are best followed using reserve chronology, this is the format that I have chosen for this exhibit.)

01-Aug-17	Moore: "Do I need to bring another Motion?"	.....	2
24-Jul-17	Moore "... what assets do I have access to ... in order to hire a lawyer?"	.....	3
24-Jul-17	Kiska "As we both know, I have paid u \$20k ..." [for entire 8-month period, not \$15,000/month as stated in the Settlement Conference Brief]	.....	4
11-Jul-17	Kiska "No the opposite" (in response to Moore's statement: So you are confirming that you have no interest in making up for the support that you are behind. Is that correct?)	.....	5
<< Multiple other samples of correspondence available upon request. >>			
30-Jan-17	Moore's 8-page letter detailing financial situation	.....	6-14

## Deirdre Moore

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**From:** Deirdre Moore <Deirdre@cceh.ca>  
**Sent:** Tuesday, August 1, 2017 7:23 PM  
**Subject:** John Kiska  
**Attachments:** Motion: Interim Financial Support  
IMG\_1484.PNG; Untitled attachment 00014.txt

You said you would catch up on spousal and child support. You haven't. I already prepared the Motion materials (long ago) but date was too close to Settlement Conference.

Are you going to catch up on support payments or force me to bring another (costly) Motion?

If I don't hear back from you by noon tomorrow, I will assume you are not going to provide meaningful support any time soon.

Ps. July 10 .. that was three weeks ago.

**Deirdre Moore**

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**From:** 6137911451@vmobile.ca  
**Sent:** Tuesday, July 25, 2017 7:18 AM  
deirdre@cceh.ca

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John,  
One more thing, what assets do I have access to (other than 7  
Vanson, which the kids and I live in) in order to hire a lawyer?

Other than selling my house and moving the kids for the third time  
in less than 8 months, where is the money? Did you open a  
special savings account for me? If so, please provide the details.

July 24, 2017  
9:50 a.m.

>>>>

July 25, 2017  
8:10 a.m.

Please answer this question.

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This awesome pic message was sent from a Virgin  
Mobile phone.



Applicant's Settlement Conference Brief (held June 28, 2017) stated that he was paying me \$15,000/month.

••••• VIRGIN 10:28 AM

< 73 John i

Jul 24, 9:19am

I need to know if  
you believe you  
are paying me  
\$15,000/month. If  
you do, we need  
to go to see Dr.  
Chow as soon as  
possible.

← Moore

As we both know  
I have paid u  
\$20k plus \$50k in  
aot div. Now  
please bring Sean  
and Cate. Thank  
you

← Kiska

📷 📎 🗨️ Text Me... ⬆️

Deirdre Moore

From: 6137911451@vmobile.ca  
Sent: Tuesday, July 25, 2017 12:16 PM  
deirdre@cceh.ca

Kiska - If you would like to meet and discuss how we can try and move forward in support of the kids I'm more than willing. Maybe Wednesday?

Moore - Interim financial support to make up for what you are behind in spousal and child support. You could start with that or there is no need in meeting.

Kiska - That's fine.

Moore - So you are confirming that you have no interest in making up for the support that you are behind. Is that correct?

Kiska - No the opposite.

This awesome pic message was sent from a Virgin Mobile phone.



●●●● VIRGIN 1:15 PM  
< 73 John i

date stamp → Mon, Jul 10, 10:04 PM

If you would like to meet and discuss how we can try and move forward in support of the kids I'm more than willing. Maybe Wednesday?

Tue, Jul 11, 6:01 AM

Interim financial support to make up for what you

📷 📎 🗑️ Text Me... ⬆️

## Deirdre Moore

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**From:** Wade Smith <WSmith@bellbaker.com>  
**Sent:** Monday, January 30, 2017 3:00 PM  
**Cc:** Deirdre Moore  
**Subject:** Christine Hammond; John Kiska (jonathankiska@gmail.com)  
RE: Delivery of Letter requesting multiple actions re: Kiska

received

Wade L. Smith  
Bell Baker LLP  
700-116 Lisgar Street  
Ottawa, Ontario  
K2P 0C2  
613-237-3448 (324)

-----Original Message-----

**From:** Deirdre Moore [mailto:Deirdre@cceh.ca]  
**Sent:** January-30-17 12:25 PM  
**To:** Wade Smith  
**Cc:** deirdre@cceh.ca; Christine Hammond  
**Subject:** Delivery of Letter requesting multiple actions re: Kiska

Dear Mr. Smith.

Please confirm receipt of my 8-page letter, delivered in person to your firm today, at your earliest convenience.

Respectfully yours,  
Deirdre Moore  
613-791-1451

Sent from my iPhone

Deirdre Moore  
304-1380 Prince of Wales Drive  
Ottawa, Ontario K2C 3N5

January 30, 2017

Hand-delivered

**Wade Smith**

Bell Baker, LLP  
700-116 Lisgar Street  
Ottawa, Ontario, K2P 0C2

Dear Mr. Smith

**Re: Request for an updated life insurance policy for Mr. Kiska**  
**Request for the preparation of a Will for Mr. Kiska**  
**Request for the preparation of Powers of Attorney for both health and property for Mr. Kiska**  
**Request for Additional Interim Child (and Spousal) Support payments from Mr. Kiska**  
**Request for the submission of Mr. Kiska's 2016 AdvisorOnTrack Inc.-related expense receipts**  
**Other Items**

As you may be aware, I terminated my retainer agreement with Victor, Ages, Vallance LLP (VAV) on Friday, January 27, 2017 as I no longer believed that I could afford their representation. Until I identify a suitable replacement, I will do my best to move the standard separation from Mr. Kiska forward as well as protect the well-being of my children to the best of my abilities: the latter is the reason for today's correspondence.

**A. Request for an increase in Mr. Kiska's life insurance coverage to (at least) \$1,000,000 from \$250,000**

Despite my efforts (which can be confirmed by Elyse Clemens of RBC Investments), to my knowledge Mr. Kiska and I only have \$250,000 in life insurance through a joint, first-to-die, term policy.

I believe that this amount is severely inadequate given:

- The age of our children, Cate (9) and Sean (10)
- The current mortgage/debt secured by Lampman (\$360,000)
- The uncertainty of real estate valuations
- The potential price volatility of the investments (to which I am no longer privy) held within Mr. Kiska's fully-taxable-upon-withdrawal RRSP

- The current share structure, despite my efforts, of AdvisorOnTrack ("AOT") given Mr. Kiska's current estate planning status (discussed below) and
- The difficulty I have had in securing meaningful employment in Ottawa since MD Financial terminated my contract of 10 years, approximately two years ago.

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Regarding Mr. Kiska's life insurance, I believe that it is his sole responsibility to secure adequate life insurance for the well-being of our children and me and request that this shortfall of (at least) \$750,000 be addressed immediately.

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**B. Request for Mr. Kiska to retain counsel to draft a valid Will**

Delaney's Law Firm assisted me with the drafting of my Will and I will be updating same with Low Murchison Radnoff LLP ("LMR") who have recently revised my Powers of Attorney. To my knowledge, Mr. Kiska has never had a Will.

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Regarding Mr. Kiska's Will, if he has not already done so, I request that he retain counsel to have one prepared immediately and notify me of its location.

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**C. Request for the preparation of a Power of Attorney for both health and property for Mr. Kiska**

LMR has recently assisted me with the revision of my Power of Attorney for both health and property. To my knowledge, Mr. Kiska has not assigned any Powers of Attorney.

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Regarding Mr. Kiska's Powers of Attorney, if he has not already done so, I request that he retain counsel to have them prepared immediately and notify me of their location.

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**D. Request for Additional Interim Child (and Spousal) Support payments**

I am grateful for Mr. Kiska's co-signing of a \$30,000 dividend cheque (dated January 1, 2017) from the company which I began in 2002, AOT, and incorporated in 2003<sup>1</sup>. In lieu of any other offer of child (or spousal) support received from Mr. Kiska since his notice of separation ("Notice") on November 27, 2016, I accept this amount as interim, combined support payments of \$7,500/month for the four-month period from November 28, 2016 to March 28, 2017. While these funds have been essential, I anticipate that they will be exhausted before March 28, 2017 due to the financial hardship that I currently endure:

- **"One-time" Expenses**

The "one-time" expenses that I have already incurred and/or will be incurring before March 28, 2017 include, but are not limited to:

*\* Clearly, I erred.  
This amount represents a  
return of my own savings!*



- The full cost of mediating our shared parenting agreement with Carol Bartels on December 13, 2016: approximately \$2,000 was paid using cash from my personal line of credit.
- Christmas shopping that I did with Mr. Kiska's blessing and gratitude after his 2016 Notice which amounted to approximately \$2,000.
- The cost of hosting the Clarkin family for Christmas dinner on December 25<sup>th</sup> and the remainder of the evening (approximately \$300) despite Mr. Kiska's abrupt departure prior to the arrival of our guests which resulted in the great disappointment of our children and our friends, my embarrassment and the violation of item #6 of our shared parenting agreement.
- Grocery, LCBO, children-related transportation and other children-related expenses that I incurred (approximately \$2,000) between Mr. Kiska's 2016 Notice and January 2, 2017.
- The purchase of a bunk bed and mattress (\$1,500) required to furnish a temporary, shared bedroom for our two children, Cate (9) and Sean (10).
- A personal tax instalment that will be due to Canada Revenue Agency (CRA) on March 15, 2017 of approximately \$1,250.

I believe that, overall, "one-time" expenses that I have incurred (or will incur by March 31, 2017) since Mr. Kiska's 2016 Notice will total at least \$9,050.

- **Housing**

- I purchased a home (7 Vanson Avenue, "Property") in our children's school zone due to Mr. Kiska's first Notice<sup>2</sup> in November of 2015. In April of 2016, when Mr. Kiska and I decided to attempt a reconciliation, I rented the Property to Mr. David Pattee ("Tenant"). However, as Mr. Kiska is aware, Tenant stopped paying rent in October 2016. Since that time, and prior to Mr. Kiska's 2016 Notice, he and I covered the Property expenses jointly. However, now I must solely pay these expenses in order to prevent mortgage default and a loss of the Property to the Royal Bank of Canada. Mortgage payments, insurance and property taxes are approximately \$1,260 per month.
- In order to evict Tenant from the Property, prior to Mr. Kiska's 2016 Notice and with his full knowledge, I retained counsel from LMR as I have no experience in landlord/tenant law. Although the cost of counsel will not be known until February 8, 2017 at the earliest, I expect these legal costs will exceed \$1,000/month until the eviction of Tenant occurs.
- As advised by counsel at VAV, and in consultation with a representative from the Children's Aid Society, I have secured temporary housing for our children and myself

until Tenant is evicted from the Property. The cheapest 2-bedroom apartment in our children's school zone that I was able to locate by January 2, 2017 and rent on a short-term basis requires \$1,750/month<sup>3</sup> plus other expenses such as utilities, phone, internet and laundry which total approximately \$2,150/month. Furthermore, given the size of the apartment and the advice of counsel from VAV to "get as much of [my belongings] out of [the matrimonial home ("Lampman")]" as soon as possible", I have rented a storage unit at Dymon Storage which costs me approximately \$200 per month.

In total, housing costs for my children and I in our current situation since Mr. Kiska's 2016 Notice is approximately \$4,610/month.

- **Transportation**

- I leased a Nissan Murano ("Car") in 2014<sup>4</sup>, in part, because Mr. Kiska and I shared a used-2003 Murano and (although I did experience three ?engine failures? with it during the winter of 2013) a Murano was the only car that I "knew". Until August of 2016, these two Muranos were the only cars that Mr. Kiska and I shared; although, Mr. Kiska did realize by then that the 2003 Murano was no longer safe to drive and left it parked in the driveway. The cost of this lease which is in my name must now be paid solely by me and is approximately \$580/month.
- Insurance for the above-noted Car is approximately \$75/month.
- Gas for the above-noted Car is approximately \$150/month.
- I have visited two dealerships in Ottawa attempting to re-finance the Car into a significantly smaller, used car (2014 Nissan Sentra); however, payment schedules for an identical trade have differed so much that I have little confidence that any dealership I visit will do a trade with my best interests in mind. Mr. Kiska has offered to help me trade in the Car; but, I am reluctant in accepting his assistance. Accordingly, I asked my 83-year old father on Saturday if he could speak to the dealership in Brockville that he has used in the past.

Trading in the Car is one of my priorities; however, my cost of transportation since Mr. Kiska's 2016 Notice remains approximately \$805/month.

- **Life Insurance**

- To ensure that the monthly premium on our joint, term life insurance policy described above remains paid, this premium is automatically deducted from my personal chequing account and totals \$250/month.

- **Medication/Health**

- During the Spring of 2016, Dr. Deanna Mercer (out-patient psychiatrist at The Ottawa Hospital—Civic campus) suggested that I change my medication to one that will assist with the management of anxiety/depression. Mid-November of 2016—as I reported to Dr. Judy Chow—I felt the need to gradually double the dosage to the maximum amount and so I did. Also, to be fully prepared, I have renewed other prescriptions that I have not needed since Mr. Kiska's 2015 Notice. I would not want Mr. Kiska to have any "concerns regarding [my] mental health" as described in paragraph 14 of our shared parenting agreement in the section titled "Updates Regarding Mother's Medical Condition". These medications cost approximately \$250/month and will likely be required until a final separation agreement is signed.
- As advised by Dr. Mercer and Dr. Chow, it is important that I re-establish my previous commitment to physical fitness and, in particular, practice yoga—preferably in the morning. My Movati membership which offers yoga as well as other activities is approximately \$60/month.
- Earlier this month, our son Sean required several medications including over-the-counter and prescription items. I know that Mr. Kiska also spent some money on medication for Cate during the month. These items totaled approximately \$75 each: I feel it would be prudent for me to budget \$50/month for medication for our two children.

I anticipate that medications will be approximately **\$360/month** for the foreseeable future.

- **Groceries and Other Monthly Expenses**

- Groceries:  
It is too soon for me to fully appreciate the cost of groceries in this new arrangement; however, I feel that \$600/month is not unreasonable given our previous grocery bills of approximately \$1,200/month on average.
- Piano lessons, clothing, haircuts, friends' birthday gifts and other items:  
It is too soon for me to fully appreciate the cost of these items in this new arrangement. We know that piano will cost us both \$120/month—perhaps \$370/month serves as a starting point?

I believe that **\$970/month** for groceries and other monthly expenses is a good starting point.

- **Annual Expenses**

- Income Taxes:  
Given the significant unknowns following Mr. Kiska's 2016 Notice including, but not limited to, Lampman valuation, Lampman ownership, AOT revenue, AOT ownership, the timing and successful eviction of Tenant, employment/contract opportunities for me and interim support payments from Mr. Kiska, it is impossible for me to budget for 2017's personal income taxes. However, \$24,000 is not an unreasonable amount—unless I am unsuccessful in evicting Tenant and/or forced to use an AOT shareholder loan without any means to repay it by December 31, 2017. In either of these two scenarios, personal income taxes would be significantly higher.
- Dentistry, orthodontics and eye-glasses; Birthdays, Christmas and other holidays; etc.:  
Given the difficulty I have had in securing meaningful employment/contract opportunities, I suggest that you absorb these expenses until our separation agreement is finalized. Should my financial situation change prior to the finalization of our separation agreement, I will gladly share these costs.

In consideration of only the notes above, I believe that I would require a minimum of **\$2,000/month** to cover my annual expenses; namely personal income taxes.

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In summary:

Regarding interim child (and spousal) support payments, I request an additional payment in the amount of \$9,050 by February 15, 2017 in order to cover "one-time" expenses already incurred.

To ensure the well-being of our children in the short-term, I also request that the interim combined support payments be increased to \$9,000/month from \$7,500/month retroactive to Notice: the \$6,000 shortfall is due February 27, 2017. (This interim support can be reviewed once Tenant has been successfully evicted from the Property.)

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**E. Request for the submission of Mr. Kiska's 2016 AdvisorOnTrack Inc.-related expense receipts**

Despite several requests, Mr. Kiska has yet to provide me with receipts for his AOT-related expenses for 2016. As Mr. Kiska is aware, AOT is currently being audited by the CRA for both 2013 and 2014. I felt comfortable as the bookkeeper for AOT over the past 12 years, in part, because Mr. Kiska is a Chartered Professional Accountant. However, CRA has disallowed many of AOT's expenses and applied penalties which have resulted in additional taxes for AOT as well as additional taxes and penalty-related costs for Mr. Kiska and I, personally. AOT's accountant has requested our submission for the taxation year ended December 31, 2016; however, I am unable to finalize it until I receive Mr. Kiska's 2016 receipts and travel log.

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Regarding AOT, I request that Mr. Kiska submit his 2016 receipts and travel log immediately so that I am in a position to finalize the 2016 submission and (hopefully) avoid further CRA scrutiny.

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**F. Other Items**

On January 11, 2017, I e-mailed the following message to Mr. Kiska:

"The mortgage payment is due today and there was not enough money in the joint account so I transferred \$2,000 from both Sean and Cate's accounts to fund the shortfall plus have enough to pay incoming bills that still have my name on them.

Please let me know when you have switched it over, and please return \$4,000 back into the joint account (via transfer or e-transfer) so it can be returned to Sean and Cate."

- a) Mr. Smith, I try to encourage the children to save money by matching every dollar that they put into their savings accounts. Sean received a \$50 bill for Christmas that he would like to deposit (along with an additional \$50 from me) into his BMO account. He has visited this bank with me since he was born. They have watched him grow up and take pride in passing him his deposit slip. Last Fall, Cate made a similar deposit and they were both thrilled to see that each of them had "saved" over \$2,000.

I won't take Sean to BMO to deposit his \$50: I can't have the BMO teller pass him a deposit slip that indicates he now has \$660. \$4,000 is required to replenish their accounts.

- b) Mr. Smith, according to the interim parenting agreement that you helped to facilitate, Mr. Kiska has exclusive possession of Lampman and is responsible for all household-related expenses. However, the mortgage, property taxes and water/sewer bills for Lampman still have my name on them. Have the mortgage payment deductions been transferred to a different account as requested? If not, there is not enough money in the BMO joint account to cover the payment due in two weeks. Property taxes of approximately \$5,000 will be due mid-March. How do I know this will be paid? Water/sewer bills are not exorbitant but require timely payment. Am I responsible for this bill too?

I am very concerned that my spotless credit rating will be tarnished by the time a separation agreement is finalized.<sup>5</sup>

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Regarding Other Items, I request \$9,000 to:

- replenish Sean and Cate's savings accounts immediately and
- pay Lampman's first 2017 property tax instalment

I also request \$3,000 monthly in order to ensure that the Lampman mortgage and Water/Sewer bills remain paid. (Any excess will be returned to Mr. Kiska.)

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As I am sure you can imagine, I am very concerned about the current and future well-being of my children and me. Mr. Kiska texted me his 2016 Notice and now I am paying most of the family's expenses while Mr. Kiska controls all of the funds ... all without any meaningful financial or estate plan in place.

Should Mr. Kiska choose to resolve the above-noted issues via mediation, please provide a date, a time and a place (in Ottawa). Notwithstanding a confirmed mediation date, time and place which I will require on or before three days of the date of this letter, I reserve my right to commence proceedings elsewhere.

Meanwhile, I will update the financial statement required to proceed with the standard separation process, as I understand it.

Finally, as you are likely aware, I have no experience in family law; however, I do recognize the importance of being truthful. If there are any errors or omissions in this letter, they are simply that. I will review all statements, amounts and issues as soon as possible—but, in light of my lack of legal representation, I felt it was necessary to initiate discourse immediately.

Sincerely,

Deirdre Moore

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<sup>1</sup> Mr. Kiska is currently a 50% shareholder of AOT.

<sup>2</sup> Mr. Kiska sought separation in November 2015 by way of an Emergency Custody Order via Katie Laframboise of Bell Baker LLP.

<sup>3</sup> \$1,000/month cheaper than the apartment that I located through Minto.

<sup>4</sup> Following my lengthy hospitalization during the summer of 2014 at The Ottawa Hospital (Civic campus) for Bi-Polar Disorder (which, interestingly, is no longer their working diagnosis), I felt the need to separate from Mr. Kiska. At the same time, however, I wanted to remain active in my daily parenting regime and required reliable transportation to get to/from Lampman as well as drive my children to/from school and extra-curricular activities. Having no experience with cars or their maintenance and feeling responsible for acquiring reliable transportation, I signed a 5-year lease with Nissan Finance Canada.

<sup>5</sup> As Mr. Kiska is aware, I have managed the personal bank accounts, corporate bank accounts, investment accounts, personal and corporate taxes, all bill payments and AOT bookkeeping as well as approximately 95% of the households expenses (primarily through a credit card in my name) since 2000.