

Jul/31/2017

Victor - Ages - Vallance  
Client Ledger  
Nov/ 1/2015 To May/ 1/2016

Page: 1

Date	Entry #	Received From/Paid To Explanation	Chq# Rec#	Rpts	Disbs	Fees	Bld Inv#	Acc	Trust Activity		
									Rpts	Diabs	Balance
4442	Moore, Deirdre										
44442-1000	Matrimonial										
Nov 17/2015	1129315	Deirdre Moore (TP - MC)	08045				38575	2	5000.00		5000.00
		retainer									
Nov 30/2015	1132474	Victor - Ages - Vallance	8518				38717	2			0.00
		transfer from trust to pay a/r									
Nov 30/2015	1132485	Victor - Ages - Vallance	22693	5000.00							
		PMT - transfer from trust to pay a/r									
Dec 3/2015	1133018	Deirdre Moore (TP - MC)	32711	558.22							
		PMT - pay inv. 38575									
Dec 4/2015	1133018	Deirdre Moore (MC - TP)	08061				38717	2	5000.00		5000.00
		retainer									
Dec 10/2015	1134065	Minister of Finance	9528				38717	2		125.00	4875.00
		Filing Fees - subject to law, - Answer									
Dec 17/2015	1136645	Dr. Judy Chow	8532				38717	2		75.00	4800.00
		Medical Reports									
Dec 31/2015	1141317	Victor - Ages - Vallance	8543				38879	2		1303.99	490.01
		transfer from trust to pay a/r									
Dec 31/2015	1141320	Victor - Ages - Vallance	22809	4309.99							
		PMT - transfer from trust to pay a/r									
Jan 7/2016	1144660	Arbitration Mediation Inc	8545				38879	2		158.09	331.92
		Mediation									
Jan 22/2016	1150550	Deirdre Moore (MC - TP)	08100				38879	2	10000.00		10321.92
		retainer									
Jan 28/2016	1153338	Victor - Ages - Vallance	8555				39043	2		6942.55	3379.37
		transfer from trust to pay a/r									
Jan 28/2016	1153947	Victor - Ages - Vallance	22912	6942.55							
		PMT - transfer from trust to pay a/r									
Feb 4/2016	1156674	Sephura Smith	8564				39043	2		19.00	3369.37
		Divorce Family Registration Fee									
Feb 25/2016	1165807	Children's Aid Society of Ottawa	8580				39043	2		30.00	3339.37
		CAS Disclosure Documents									
Feb 29/2016	1157190	Victor - Ages - Vallance	8585				39110	2		3339.57	0.00
		transfer from trust to pay a/r									
Feb 29/2016	1167207	Victor - Ages - Vallance	23054	3339.37							
		PMT - transfer from trust to pay a/r									
Feb 29/2016	1167338	Deirdre Moore (MC - TP)	23065	127.98							
		PMT - pay inv. 39043									
Mar 29/2016	1176505	Deirdre Moore (MC - TP)	23133	2777.29							
		PMT - pay inv. 39140									
Apr 29/2016	1192858	Moore, Deirdre (MC - TP)	23285	2358.20							
		PMT - pay inv. 39301									

TOTALS	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	BALANCES	
									= A/R	TRUST
PERIOD	0.00	2.05	0.00	2.05	694.40	21795.50	2923.70	25413.60	0.00	0.00
END DATE	0.00	2.05	0.00	2.05	694.40	21795.50	2923.70	25413.60	0.00	0.00

FIRM TOTAL	CHE	+ RECOV	+ FEES	= TOTAL	DISBS	+ FEES	+ TAX	- RECEIPTS	BALANCES	
									= A/R	TRUST
PERIOD	0.00	2.05	0.00	2.05	694.40	21795.50	2923.70	25413.60	0.00	0.00
END DATE	0.00	2.05	0.00	2.05	694.40	21795.50	2923.70	25413.60	0.00	0.00

## REPORT SELECTIONS - Client Ledger

Layout Template

Advanced Search Filter

Requested by

Finished

Ver

Matters

Clients

Major Clients

Client Intro Lawyer

Matter Intro Lawyer

Responsible Lawyer

Assigned Lawyer

Type of Law

Select From

Matters Sort by

New Page for Each

New Page for Each

No Activity Date

Firm Totals Only

Totals Only

Entries Shown - Bill

Entries Shown - Dis

Entries Shown - Rec

Entries Shown - Time or Fees

Entries Shown - Trust

Incl. Matters with Retainer Bal

Incl. Matters with Neg Unbld Disb

Trust Account

Working Lawyer

Include Corrected Entries

Show Cheque # on Paid Payables

Default

None

Natalie

Monday, July 31, 2017 at 08:22:42 AM

**VVB** Victor Vallance Blais  
LAWYERS

**MICHÈLE BLAIS\***  
PROFESSIONAL CORPORATION

112 Lisgar Street  
Ottawa, ON  
K2P 0C2

\* Certified Specialist &amp; Managing Partner

Tel: 613-238-8954  
Cell: 613-286-4790  
Fax: 613-238-8949

Email: mblais@vvblawyers.com

No

Yes

No

No

All

All

No

No

Exhibit  
Name not  
changed at  
Court house

when amended  
Resp Lawyer: TP  
claim  
submitted

Ym

This Exhibit referred to in the  
Affidavit of Deirdre Moore  
sworn before me at the City of Ottawa, this  
24 day of August, 2018...

A Commissioner for taking affidavits

pgs 2-4 and  
6-8 added  
on Aug 29/18

5000.00  
558.22  
5000.00  
10000.00  
127.98  
2777.29  
2358.20

\$ 25,821.69 + NOV 2016 to  
FEEES

spent in 5 months to  
accomplish nothing Ym

**Superior Court of Justice, Family Court**

(Name of Court)

at **161 Elgin Street, Ottawa, Ontario K2P 2K1**  
(Court office address)**Interim Parenting Agreement****Applicant(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Jonathan William Kiska**  
**1244 Lampman Cr**  
**Ottawa, ON**  
**K2P 1P8***Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Wade Smith**  
**Bell Baker LLP**  
**700-116 Lisgar Street**  
**Ottawa, Ontario K2P 0C2****Tel: (613) 237-3444****Fax: (613) 237-1413****Respondent(s)***Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Deirdre Moore**  
**1244 Lampman Cr**  
**Ottawa, ON**  
**K2P 1P8***Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).***Michele D. Blais**  
**Victor Ages Vallance**  
**112 Lisgar Street**  
**Ottawa, Ontario K2P 0C2****Tel: 613-238-8954****Fax: 613-238-8949****INTERIM PARENTING AGREEMENT**

The parties attended counsel-assisted mediation with Carol Bartels on December 13, 2016 and have agreed to the following terms:

**CUSTODY:**

1. The parties shall have interim joint custody of the children, namely, Sean Kiska, born May 8, 2006, and Cate Kiska, born November 30, 2007, and shall make important decisions involving the children in joint consultation with each other.
2. The parties agree that important decisions include decisions about the children's:
  - a. Non-emergency health care;
  - b. Education;
  - c. Religion;
  - d. Extra-curricular activities in which the parties agree to enrol the children in; and
  - e. Appearance changes such as body piercing, cosmetic surgery and tattoos.
3. The parent residing with the children at the relevant time will make day-to-day decisions affecting the children's welfare. In the event of illness the parent residing with the children at the relevant time shall keep the other party fully informed, by e-mail or telephone, of any treatments, and/or medications administered or prescribed while the children are in his/her care.

**PARENTING SCHEDULE:**

W. K.  
m3

4. Commencing Monday, January 2, 2017, the children shall reside in the care of each parent on an equal basis on a two (2) week rotating basis on 2/2/3 parenting schedule as follows:

*Week One*

- a. The children to be in the Mother's care from the beginning of school (or 9 am if there is no school) on Monday until their return to school on Wednesday morning (at 9 am if there is no school) as well as alternate weekends from Friday after school (or 4 pm if there is no school) until their return to school on the Monday morning or 9 am if there is no school (to be extended to Tuesday morning in the event of a long weekend);
- b. The children to be in the Father's care from the beginning of school on Wednesday (or 9 am if there is no school) until the end of school on Friday (or 4 pm if there is no school).

*Week Two*

- a. The children to be in the Father's care from the beginning of school on Monday (or 9 am if there is no school) until their return to school on Wednesday morning (or 9 am if there is no school) as well as well as alternate weekends from Friday after school (or 4 pm if there is no school) until their return to school on the Monday morning or 9 am if there is no school (to be extended to Tuesday morning in the event of a long weekend);
- b. The children to be in the Mother's care from the beginning of school on Wednesday (or 9 am if there is no school) until the end of school on Friday (of 4 pm if there is no school).

*Communication*

5. The children may telephone either parent whenever she/he wishes. In addition, the residential parent will have the children initiate contact with the non-residential parent between 6:00 p.m. and 8:30 p.m. daily. The method of contact with the non-residential parent will alternate daily by using facetime one day and the regular phone the next day, and so on. The call or phone call will be for a maximum of 15 minutes.

*Christmas/New Years*

6. In 2016, the parties will spend Christmas with the children in the matrimonial home on December 24 and 25, and the morning of December 26, 2016. On the afternoon of December 26, 2016 commencing at 2 pm, the Father may have the children in his care to bring to his sister's for the evening and returning to the matrimonial home no later than noon on December 27, 2016.
7. The Mother and the children will spend December 27 (no later than noon) and Dec. 28 with her family in Morrisburg. Upon her return on the morning of the 29<sup>th</sup>, the Father shall have the care of the children on December 29 and 30<sup>th</sup> until the morning of December 31, 2016.
8. The parties will spend December 31<sup>st</sup> 2016 and January 1<sup>st</sup> together with the children in the matrimonial home with the regular 2-2-3 schedule commencing on January 2, 2017.
9. Except as otherwise mutually agreed to by the parties, in writing (email constitutes in writing), the above parenting schedule is the "fallback" schedule to be followed by the parties.

D 3/8

W K.  
M13 TM

**LIVING ARRANGEMENTS OF THE PARTIES:**

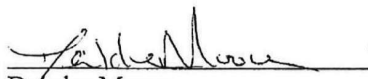
10. The Mother shall be moved out of the matrimonial home effective January 2, 2017. She will keep all of the chattels/furnishings in the kitchen save and except for the large appliances.
11. The Father will have exclusive possession of the matrimonial home effective January 2, 2017 and he will be solely responsible for all household related expenses including but not limited to the mortgage, the property taxes, the property insurance, utilities, internet, etc.
12. Notwithstanding paragraph 11 above, the Mother will be able to have access to the matrimonial home after January 2, 2017 in order to remove the rest of her personal belongings, chattels, etc. The Mother shall attend at the matrimonial home on a date and time to be mutually agreed upon by both parties, within a reasonable period. The Mother shall provide a list of the items prior to her attendance. If the parties cannot agree, the matter shall be returned to be resolved by ADR or the courts.
13. The parties agree that they will each co-sign a dividend cheque for each other in the amount of \$30,000.00 (for a total of \$60,000 combined) no later than January 2/17.

**UPDATES REGARDING MOTHER'S MEDICAL CONDITION:**


14. If the Father has concerns regarding the Mother's mental health, at his request, the Mother will submit to reporting to her family physician, Dr. Chow, for an evaluation and Dr. Chow will issue a report or make a recommendation as to what steps, if any, are required.
15. On a monthly basis at minimum or upon the request of either party, the children will be seen by therapist, Nadine Crowley (or if Ms. Crowley is not available, Janet Claridge) who may also recommend whether further measures need to be taken in the children's best interests. The cost of the children's visits with the therapist will be shared equally by the parties.
16. The Father and Mother:
  - i. Understand their respective rights and obligations under this agreement;
  - ii. Acknowledge that this agreement is fair and reasonable;
  - iii. Acknowledge that they are not under any undue influence or duress; and,
  - iv. Acknowledge that they are both signing this Agreement voluntarily.

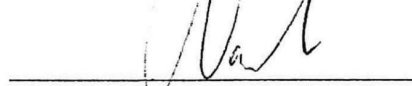
TO EVIDENCE THEIR AGREEMENT, DEIRDRE MOORE AND JONATHAN KISKA HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS

Dated at Ottawa, this 13<sup>th</sup> day of December, 2016

  
Deirdre Moore

  
Jonathan William Kiska

  
Michèle D. Blais (Lawyer for mother)

  
Wade Smith (Lawyer for the father)

D 4/8

**deirdre\_cfa@icloud.com**

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**From:** Michele Blais <mblais@vavlawyers.com>  
**Sent:** January 31, 2018 11:31 AM  
**To:** 'Deirdre Moore'  
**Subject:** RE: Re File number 18-75070 and Victor Ages Vallance

☺

**From:** Deirdre Moore [mailto:deirdre\_cfa@icloud.com]  
**Sent:** January-31-18 11:28 AM  
**To:** SSviergula@cavanagh.ca  
**Cc:** Michele Blais <mblais@vavlawyers.com>  
**Subject:** Fwd: Re File number 18-75070 and Victor Ages Vallance

... and too busy with ugly divorce to read the rest of your e-mail.

Sent from my iPhone

Begin forwarded message:

**From:** Deirdre Moore <deirdre\_cfa@icloud.com>  
**Date:** January 31, 2018 at 11:02:23 AM EST  
**To:** Susanne Sviergula <SSviergula@cavanagh.ca>  
**Subject:** Re: Re File number 18-75070 and Victor Ages Vallance

I was not served any document.

Sent from my iPhone

On Jan 31, 2018, at 9:04 AM, Susanne Sviergula <SSviergula@cavanagh.ca> wrote:

Dear Ms. Moore:

Thank you for your email.

A notice of intent to defend was served and filed for court file 18-75070 because my client was served with a statement of claim by you. Your intention to serve a notice of discontinuance in that action was only communicated to me after the notice of intent to defend was served and filed.

You were served with my client's notice of intent to defend by regular mail pursuant to Rules 16.01(3) and 16.01(4) of the *Rules of Civil Procedure*. You referenced my service letter to you dated January 16, 2018 in your email below dated January 21, 2018, so clearly you received my letter and the notice of intent to defend. A further copy of both is attached.

If your concern is that you were not served personally (i.e., a process server or other person handing the notice to you), pursuant to Rule 16.01(3) of the *Rules of Civil Procedure*, a notice of intent to defend

***Davies Law Firm***

900 - 275 Slater  
Ottawa, ON K1P5H9 Canada

Ph: 6136880462

Fax: 6132363754

Deirdre Moore

Feb 17, 2017

304-1380 Prince of Wales drive  
Ottawa, ON K2C3N5

File #: FL0355  
Inv #: 1155

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-12-17	Review client's and ex's financials from e-mail	0.25	75.00	TD
Feb-17-17	Continuing with file review	8.75	2,625.00	TD
	Total Fees	9.00	\$2,700.00	
	GST/HST		\$351.00	

**DISBURSEMENTS**

**Disbursements**

**Receipts**

Feb-13-17	Photocopy expenses, fax and secretarial services	300.00	
	Totals	\$300.00	\$0.00
	GST/HST on Disbursements	\$39.00	

**Total Fees, Disbursements & GST/HST**

**\$3,390.00**

Total Tax: \$390.00

GST/HST #: 826083149RT0001

D 6/8

***Davies Law Firm***

900 - 275 Slater

Ottawa, ON K1P5H9 Canada

Ph: 6136880462

Fax: 6132363754

Deirdre Moore

Feb 08, 2017

304-1380 Prince of Wales drive  
Ottawa, ON K2C3N5

File #: FL0355  
Inv #: 1151

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
Feb-03-17	Meeting and consultation with client	1.00	300.00	TD
Feb-07-17	E-mail Wade re: support	0.25	75.00	TD
	Phone call with Wade	0.25	75.00	TD
Feb-08-17	E-mail Wade re: dividends and support	0.25	75.00	TD
	File review	4.75	1,425.00	TD
	Total Fees	6.50	\$1,950.00	
	GST/HST		\$253.50	

**DISBURSEMENTS**

**Disbursements**

**Receipts**

Feb-08-17	Photocopy expenses, fax and secretarial services	50.00	
	Totals	\$50.00	\$0.00
	GST/HST on Disbursements	\$6.50	

**Total Fees, Disbursements & GST/HST**

**\$2,260.00**

Total Tax: \$260.00  
GST/HST #: 826083149RT0001

D 7/8

**deirdre\_cfa@icloud.com**

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**From:** Tanya Davies <tdavies@davieslegalfirm.com>  
**Sent:** February 8, 2017 11:11 AM  
**To:** Wade Smith; Deirdre Moore

Good morning Wade,

Dividends for shareholders are paid for holding shares, not participation. They are based on ownership. So if both parties have shares and there is a decision to pay out a dividend, which would mean that there is a profit, then the shareholders of a class receive the payout.

One may have shares in a bank and receive quarterly dividends. You don't have to work for the bank in this scenario.

Thus, my client's position remains unchanged. Support has nothing to do with dividends. Please provide your client's current proof of income.

Thank you.

Tanya C. Davies  
Barrister & Solicitor  
275 Slater Street, Suite 900  
Ottawa, ON K1P 5H9

Tel: 613-688-0462  
Cell: 613-220-6008  
Fax: 613-236-3754  
[tdavies@davieslegalfirm.com](mailto:tdavies@davieslegalfirm.com)  
[www.daviesdivorcelaw.com](http://www.daviesdivorcelaw.com)

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D 8/8