

Superior Court of Justice

(Name of Court)

Court File Number

FC-22-00000371-0000

at 55 Main Street West, Hamilton, Ontario L8P 1H4

(Court office address)

Offer to Settle

dated May 22, 2024

Applicant(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Edwin Adam Lawrence Newton
34 Somerset Drive
Port Dover, Ontario
N0A 1N7

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Mehwish Rasheed
Empower Law LLP
200-2010 Winston Park Drive
Oakville, ON, L6H SR7
Tel: (289) 203-3088
mrasheed@empowerlaw.ca

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Melanie Lynn Grillo
121 Hunter Street West
Apt. 204
Hamilton, Ontario
L8P 1R2

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Ben Fortino
Bartolini, Berlingieri, Barrafato, Fortino LLP
1 James Street South, 6th Floor
Hamilton, ON L8P 4R5
Tel: (905) 577-6833
Fax: (905) 577-6839
ben@bbb-lawyers.on.ca

The Applicant offers to settle some outstanding issues in these proceedings on the following terms:

Part A:

1. The Respondent, Melanie Lynn Grillo (hereinafter as the "Respondent") and the Applicant, Edwin Adam Lauren Newton, (hereinafter as the "Applicant") shall continue the reintegration therapy/counselling program the child, Zaria Rose Grillo-Newton born June 1, 2018, (hereinafter as "Zaria") and the parties are currently enrolled in for at least six months.
2. The parties shall strictly follow all recommendations by D. Lou Tribe regarding facilitation of the reintegration therapy/counselling program, that Zaria and the parties are currently enrolled in, including adhering to the terms of the Reintegration and Paren-Child Support Agreement attached as **Schedule "A."**
3. The above offer is non-severable.

Put a line through any blank space on this page.

May 22, 2025

Date of signature

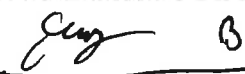

Signature

May 22, 2025

Date of signature

May 22, 2025
May 22, 2025

Lawyer's signature

 Melanie Grillo
 Ben Fortino
www.DIVORCEmate.com

S C H E D U L E A

D. Lou Tribe, RN, Psychotherapist
Healing Family Mediation and Therapy Centre
(Owner and Founder)

D.Lou.Tribe@HealingFamilyMediation.com
healingfamilymediation.com/

Reintegration and Parent-Child Support Agreement

I, **Adam Newton**, the father, agree to the following:

To meet the goals listed below, the above parent has agreed to engage the services of **D. Lou Tribe, RN, Psychotherapist, of the Healing Family Mediation and Therapy Centre** (also referred to as "the therapist" in this Agreement) and will contact him within 3 days of signing this agreement to schedule appointments.

Goals of the Treatment/Intervention:

1. To foster and support the healthy adjustment and overall well-being for the child: **Zaria Rose Grillo-Newton. DOB: June 1st, 2018.**
2. To provide any immediate mental health support that **Zaria** may require in her best interests to address any negative or unresolved feelings she may have with her parents.
3. To facilitate reconciliation with her father, based on the therapist's evaluation and of **Zaria**.
4. To recommend the means by which the parents may support **Zaria** in having a healthy and positive relationship with her immediate and extended family members.
5. To work with each parent and **Zaria** toward the goal of identifying and separating her needs and views from each parent's needs and views.
6. To assist the parents in fully understanding the needs of **Zaria**.
7. To assist the child in differentiating self from others and exercising age-appropriate autonomy.
8. To help each parent distinguish valid concerns from generalized views relating to the other parent.
9. To assist parents in resolving relevant parent-child conflicts.
10. To improve parenting skills and family communication skills.

Role and Authority of the Therapist:

36. The frequency and duration of the therapy sessions shall be determined solely by the therapist, after **evaluation of Zaria**. The therapist shall determine whether others should also participate in any of the sessions with **Zaria** at their sole discretion.
37. The mother shall exercise all reasonable efforts, in good faith, to have **Zaria** attend no less than 6 months. **Zaria** shall attend such further sessions as recommended by the therapist.
38. The mother shall follow any direction given by the therapist to encourage, promote, and ensure that **Zaria** attends the therapy sessions.
39. The parents agree to the involvement of the entire family, in various combinations, as directed by the therapist. The process will include meetings between the therapist and each of the parents and the child individually. The process may include interviews and/or meetings with other family members as deemed necessary by the therapist.
40. The therapist shall have the ability to manage, direct, and set processes for therapy or, if required, terminate their services.
41. Unless otherwise ordered, the parties shall be at liberty to separately contact the therapist for general updates regarding **Zaria's** well-being and to inquire about any actions they should take to support **Zaria's** mental health.
42. The therapist may contact other professionals involved with the family to both give and receive information to better meet the objectives of the therapy. To facilitate this process, the parents will sign all necessary releases of information.
43. Should the child be engaged with an individual therapist, the individual therapy will be integrated into the reintegration process to prevent conflicting messaging. If a parent or child refuses consent for the therapist to communicate with another professional, it may be recommended that the other professional's services be terminated.
44. The parents shall follow any advice and direction given by the therapist. Neither party shall challenge or criticize the approach, direction, or decisions made by the therapist.
45. From time to time, the therapist shall prepare a report that includes: a) The number of sessions and participation by **Zaria** and others at those sessions. b) **Zaria's** receptiveness and views on the therapeutic process. c) The progress achieved in meeting the objectives or any barriers that have prevented the objectives from being achieved. d) Recommendations to achieve the objectives or other recommendations for the Court's consideration in **Zaria's** best interests. This report may be filed in evidence with the Court.

46. If the therapist is of the view that court intervention is required, they shall advise the parties.

Responsibilities of the Parents:

47. Neither parent shall make statements to either child or in their presence, or in public statements on social media or websites that the child may come to see, that denigrates, belittles, or insults the other parent. The parties shall not speak with the child about the dispute between them and shall insulate them from their conflict at all times.
48. The parents shall attend all therapy sessions and other events as directed by the therapist in a timely manner and without unsubstantiated scheduling delays.
49. Both parents will overtly support the therapy and the therapist. This includes respecting the child's right not to discuss with the parents their sessions with the therapist. Parents will not ask the child for information about their therapy sessions.
50. Given the risks of information being taken out of context or being incomplete, the parents agree that they will not restate, summarize, or paraphrase in court documents any feedback provided by the therapist to them or their children. If necessary, they can request a report, and the therapist will be responsible for communicating any feedback or information about the therapy process.
51. The therapy shall continue for a minimum of eight sessions with **Zaria** unless otherwise specified by way of a court order.
52. The parents shall respond to any communications from the therapist's office regarding scheduling within 24 hours (excluding weekends and statutory holidays) and for any other matters within 48 hours, unless otherwise permitted by the therapist. The parents shall advise the therapist of special circumstances (work, travel, illness, vacation, etc.) when it becomes known, should these circumstances preclude the noted required response time.
53. The parents acknowledge that given the lack of privacy, inability to ensure privacy, and the potential negative impact on the children, caution needs to be exercised when using social media of any sort to discuss particulars about the family circumstances.

Electronic Provision of Services

54. Scheduling may be provided by telephone and email, by either the therapist or their assistant.
55. Email may be used in the delivery of some services to augment or follow up on face-to-face or telephone sessions. In these cases, updates, invoices, account statements, summaries, educational resources, or exchanged information may be provided.
56. When consenting to the provision of services by telephone or electronically, it is important to appreciate both the risks and benefits, including insufficiency, misunderstandings due to lack

of visual cues, context, and failures in technology. In the event of a technology failure when using Zoom (audio or visual), the therapist's office will contact you by telephone at the number you provide.

57. While efforts are made to protect privacy when providing services by telephone or electronically, the same degree of confidentiality provided during in-person office sessions is not possible. The limitations include the possibility of interruptions in communication. Every effort needs to be made by the therapist and the participants to minimize any interruptions during video or telephone contacts (e.g., turning off cell phones, etc.). It is necessary to always advise the therapist if someone enters the room you are in or is within earshot.
58. The benefits of using electronic forms of communication may include the ability to continue services due to unforeseen circumstances, decreasing the need for travel, and reducing time off work.
59. All communications provided by the therapist are intended for you and not for others unless agreed to otherwise. By signing this agreement, you are confirming to the therapist that you have taken reasonable steps to secure your own electronic devices you choose to use to communicate with the therapist's office (mobile phones, iPads, computers, etc.). An example of this would include having a confidential password. You further agree not to allow others (e.g., your children of any age, new partner or spouse, parent, friend, relative, etc.) to access any communications sent to you from the therapist's office unless an agreement is reached in advance that the communication is appropriate to share with others.

Confidentiality

60. The parents understand that the process is not confidential, although the therapist may use his discretion to exchange information as necessary. The therapist shall be free to disclose all information, documentation, and correspondence generated by the process with the lawyer for each parent and with the court. The therapist may, at his discretion, exchange information with other relevant professionals currently or previously involved and may speak with the lawyers *ex parte*. This signed agreement serves as the parents' informed consent for the therapist to obtain information from the court, counsel, and both parents.
61. The parents understand that the therapist is required to report to the appropriate child welfare authority (i.e., The Children's Aid Society) if he has a reasonable suspicion that a child is being abused and/or neglected. In addition, he is obliged to notify the proper authorities if he has a "reasonable suspicion" that a client may harm himself or herself or the other parent.

Fees

62. Unless otherwise agreed or by court order, **Adam Newton** shall be responsible to pay for the sessions rate of **\$200 per hour**. Fees are applied to all time expended in any/all professional activities, including administrative matters. This includes time spent reviewing documents and correspondence, writing memos to the file, voicemail, email, meetings, and contacts/telephone calls with the parents, their counsel, and other professionals involved.

Also included are any unpaid fees charged retroactively from the time that services are initially requested, and the file is opened. This also includes disbursements paid to collateral sources for verbal and/or written reports and agency/hospital reports should these be required by the source.

63. Fees related to preparation for or attendance at court (e.g., reports, trial, court conferences, discoveries) are billed at **\$200.00 per hour**. Fees for testifying in court are billed by a minimum of a half-day rate of \$1,000.00 applies.
64. Any court-related fees (i.e., preparation time, attendance, and travel) shall be provided in advance by retainer by the parent requesting **D. Lou Tribe's** attendance at court.
65. Record-keeping requirements make it necessary to log each email, telephone call, and/or message and make a record of even the briefest telephone call.
66. For this reason, contacts lasting more than five minutes are charged at the pro-rated hourly rate stipulated in the service agreement.
67. A non-refundable administrative fee of one hour (\$200.00), payable by each parent in accordance with the proportions they have agreed to, shall be applied to cover administrative costs associated with the file, including but not limited to the time required to open the file and a reasonable period of time for scheduling appointments.
68. Each parent will provide a retainer of \$2,500.00 by e-transfer to **D.Lou.Tribe@HealingFamilyMediation.com within 48 hours of signing.**
69. At all times, each parent shall maintain a retainer of **at least \$500.00** in the account of **D. Lou Tribe** who shall advise in advance when a further retainer is required.
70. A statement of account will be provided to the parents from time to time. If the above terms are not satisfied, D. Lou Tribe will postpone all services until the retainer terms are met. Non-payment of fees shall be grounds for the resignation of D. Lou Tribe.
71. Appointments canceled without at least **48 (forty-eight) hours** advance notice may be charged at full fee, independent of the reason for cancellation.
72. Monday and Tuesday appointments must be canceled by 5:00 p.m. on the previous Friday.
73. Each parent will be responsible for bills arising from their own cancellation with insufficient notice and/or failure to attend a scheduled appointment.

TO EVIDENCE THEIR AGREEMENT, **Adam Newton** HAS SIGNED
THIS AGREEMENT BEGORE A WITNESS



Parent's Signature

May 9/2025

Date



Witness Signature

D. Lou Tribe, RN, Psychotherapist
Healing Family Mediation and Therapy Centre
(Owner and Founder)
D.Lou.Tribe@HealingFamilyMediation.com
healingfamilymediation.com/

Reintegration and Parent-Child Support Agreement

I, **Melanie Grillo**, the mother, agree to the following:

To meet the goals listed below, the above parent has agreed to engage the services of **D. Lou Tribe, RN, Psychotherapist, of the Healing Family Mediation and Therapy Centre** (also referred to as "the therapist" in this Agreement) and will contact him within 3 days of signing this agreement to schedule appointments.

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38. The mother shall follow any direction given by the therapist to encourage, promote, and ensure that **Zaria** attends the therapy sessions.
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Fees

62. Unless otherwise agreed or by court order, **Melanie Grillo** shall be responsible to pay for the sessions rate of **\$200 per hour for her sessions**. Fees are applied to all time expended in any/all professional activities including administrative matters. This includes time spent reviewing documents and correspondence, writing memos to the file, voicemail, email, meetings, and contacts/telephone calls with the parents, their counsel, and other professionals involved.

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72. Monday and Tuesday appointments must be canceled by 5:00 p.m. on the previous Friday.
73. Each parent will be responsible for bills arising from their own cancellation with insufficient notice and/or failure to attend a scheduled appointment.

TO EVIDENCE THEIR AGREEMENT, **Melanie Grillo** HAS SIGNED
THIS AGREEMENT BEFORE A WITNESS.



Parent's Signature

May 9, 2025

Date



Witness Signature