PO Box 177• BANGALOW, NSW 2479 Phone: 02 6687 2600 • Fax: 02 6678 0894 • E-Mail: meryl@avn.org.au

Date: 21 August, 2013

Ms Sarah Marinovic Armstrong Legal Level 4/127 York Street SYDNEY NSW 2000

BY EMAIL TO: smarinovic@armstronglegal.com.au

BY FACSIMILE TO: 02 9261 4671

Dear Ms Marinovic:

I refer to your letter of 19 August 2013 in which you offer to settle this case on the basis that I withdraw the Application and pay costs of \$2,250.00.

I cannot accept this offer as I consider myself to be a 'Person in Need of Protection'.

However, in the interests of resolving this matter whilst simultaneously feeling that protective measures have been taken I now make my own formal proposal (after receiving legal advice from Counsel). I would be willing to advise the Court on Thursday that I have agreed to your client Mr Daniel Buzzard making Undertakings in the place of pursuing a Final Order.

The Undertakings need to include promises not to:

- intimidate the protected person;
- stalk the protected person;
- · assault, molest, harass and otherwise interfere with the protected person; and
- encourage, incite or facilitate the sending of pornographic material to the protected person over the internet or through the mail, including to PO BOX 177, BANGALOW NSW 2479.

If your client accepts these Undertakings then the matter can be resolved by consent. Each party will bear their own legal costs for the proceedings. If your client accepts the above worded Undertakings then there will be no need for a solicitor to attend on his behalf at the Court. My legal representative and I would advise the Magistrate that Undertakings have been signed, which I am satisfied with, and a copy signed by your client would be handed up to be attached to the court file.

These Undertakings would only be divulged by me again in the event I need to reinstate an AVO application after a breach and I would then rely on the document. Further to this, I am willing to sign a non-disclosure

statement as the Applicant that: "Meryl Dorey agrees to treat the fact of the settlement by Undertakings from Daniel Buzzard, and the contents of those Undertakings, as not being for publication. Meryl Dorey will not publish the particulars of the Undertakings nor disclose the particulars to any other person, save to explain that 'the matter was resolved by way of Undertakings on the part of the defendant'." This signed non-disclosure agreement can also be attached to the court file and represents a good-faith reciprocation on my part to end the matter in the event Dan Buzzard agrees to the Undertakings.

Please let me know prior to the Hearing on 22 August 2013 if this offer is accepted.

Yours sincerely

Muye M. Duney

Meryl Dorey