

41

Action Number
P24901 03260

COURT Alberta Court of Justice (Civil)
COURT LOCATION **Calgary**
Calgary Courts Centre, Suite 606-S, 601-5 Street SW
Calgary AB T2P 5P7
Phone: 403-297-7217 Fax: 403-297-7374



PLAINTIFF(S) TERRY KERSLAKE

DEFENDANT(S) KEVIN KUMAR, and
COLTON KUMAR, and
1304139 B.C. LTD.

DOCUMENT **Civil Claim**

NOTICE TO DEFENDANT(S)

You are being sued. You are a Defendant. Failure to respond to this Civil Claim may result in a judgment being entered against you. Go to the end of this document to see what you can do and when you must do it.

The Claim arose at Edmonton, Alberta on or about May 1, 2024.
City/Town Date in Full

1. The Plaintiff(s) claims from the Defendant(s): (check applicable box(es))

\$ 71,384.88 (Amount claimed, not including interest or costs)

Interest from the date the claim arose to the date of judgment pursuant to: (check applicable box(es))

an agreement between the Plaintiff(s) and the Defendant(s) at the rate of _____ % per year.

the Judgment Interest Act

Other (describe the basis for and amount of your interest claim):

See Attached Schedule "A"

Costs

filing fee and costs for service of the claim and any steps taken up to judgment

Other (describe the basis for and amount of any other costs you are requesting):

See Attached Schedule "A"

Other (describe any other relief that you are requesting):

See Attached Schedule "A"

2. Abandonment of excess portion of claim

(check the following box only if you are abandoning any claim that exceeds the financial jurisdiction of this Court).

I abandon that part of the Civil Claim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court the part of my Civil Claim that is abandoned.

3. I will be calling 4 witness(es) at the trial of this matter, including myself.

4. Parties' Contact Information

Plaintiff(s) (provide the following information for each Plaintiff)

Last Name, or Name of Company (Corporation or Business/Trade Name) Kerslake		18 years old or over? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
First Name Terry	Middle Name		
Address for Service (Building, Street, Apt, Unit, PO Box Number) 7203 - 25th Street SE			
City/Town Calgary	Province/Territory Alberta	Postal Code T2C 0Z9	
Daytime Phone Number 866-220-1271	Cellular Phone Number	Fax Number for Service	
Email Address for Service serve@mcdonaldparalegal.ca		Represented by:	
Name of Lawyer / Student-at-law / Agent (if any) John C.W .MCDonald, CD / Heidi Semkowich		<input type="checkbox"/> Lawyer <input type="checkbox"/> Student-at-law	
Firm Name (if any) McDonald Paralegal Services Ltd. / HMS Paralegal Services		<input checked="" type="checkbox"/> Agent <input type="checkbox"/> Self	

Defendant(s) (provide the following information for each Defendant)

Last Name, or Name of Company (Corporation or Business/Trade Name) KUMAR		18 years old or over? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
First Name COLTON	Middle Name		
[REDACTED]			
[REDACTED]		Cellular Phone Number	Fax Number
Email Address unitedwestandpeople@gmail.com			

WARNING - It is YOUR responsibility to notify the Court office and all other parties in writing of any change in your contact information or address for service. Failure to do so may result in court appearances being held, or an order or judgment being issued against you, without your knowledge.

5. Reasons for Claim

The reasons for the claim by the Plaintiff(s) are set out in the attachment:
(choose from the following types of claims)

- | | |
|--|--|
| <input checked="" type="checkbox"/> General Claim (A) | <input type="checkbox"/> Personal Injury (other than Motor Vehicle Accident) (G) |
| <input type="checkbox"/> Amount Owing for Goods and Services (B) | <input type="checkbox"/> Payday Loan (H) |
| <input type="checkbox"/> Debt Claim (C) | <input type="checkbox"/> Breach of Contract (I) |
| <input type="checkbox"/> Motor Vehicle Accident (D) | <input type="checkbox"/> Wrongful Dismissal (J) |
| <input type="checkbox"/> Return of Security Deposit (Damage Deposit) (E) | <input type="checkbox"/> Return of Personal Property (Replevin) (K) |
| <input type="checkbox"/> Damages to Property (F) | |

NOTICE TO DEFENDANT(S)

You only have a short time to respond to this Civil Claim:

- 20 days if you are served in Alberta, or
- 30 days if you are served outside Alberta.

You must either:

1. **Settle** the claim directly with the Plaintiff.

- or -

2. **Pay** the amount plus interest and costs as claimed in the Civil Claim to the Court of Justice office by cash, certified cheque, money order or debit card (if available) only. A court appearance **may** not be necessary if you choose this option.

- or -

3. **Dispute** the Civil Claim within the applicable time set out above, by doing the following:

- (a) Complete a Dispute Note (which may include a counterclaim) giving your reasons for disputing the Civil Claim. If there are parts of the Civil Claim you agree with, check the applicable box in section 2 in the Dispute Note.
- (b) File the Dispute Note and pay the applicable filing fee either in person at any Court of Justice office, or by mail to the Court of Justice location shown on the Civil Claim. The Court of Justice must receive a Dispute Note and the applicable filing fee within the time limit set out above.

WARNING:

If you do not pay the Civil Claim or file a Dispute Note within the time limit set out above, the Plaintiff(s) may obtain a judgment against you. Forms and self-help materials are available at any Court of Justice location and on the Alberta Courts website at:

<https://www.albertacourts.ca/cj/areas-of-law/civil>.

Schedule "A" to Civil Claim

Statement of Facts Relied On:

The Parties:

1. The Plaintiff, Terry Kerslake, is an individual ordinarily resident in the Province of Alberta.
2. The Defendant, Colton Kumar, ("Colton") is an Individual who splits his residence between Calgary Alberta, and Vernon British Columbia.
3. The Defendant, Kevin Kumar, ("Kevin") is an individual who splits his residence between Alberta, British Columbia, and Ontario. Kevin Kumar is sometimes known as "Ty Griffiths"
4. Until approximately mid-september 2024, the Kumar Defendants operated a website "unitedwestandpeople.com", as of the time of writing the defendants continue to share an email address unitedwestandpeople@gmail.com
5. The Kumar Defendants are Jointly and Severally subject to a number of "gatekeeping" orders issued by the Alberta Court of King's Bench.

Presumptive Jurisdiction:

6. The Courts of the Province of Alberta have Presumptive Jurisdiction in this action for the following reasons:
 - a. The agreements between the parties were partially made and partially performed in the Province of Alberta;
 - b. The fraud complained of occurred entirely before the Courts of the Province of Alberta, and relate to Actions before the Courts of the Province of Alberta;
 - c. At least one of the defendants is sometimes resident in the Province of Alberta.

Corporate Veil:

7. The Defendant, 1304139 B.C. Ltd. is a mere agent of Colton Kumar, and or Kevin Kumar, or both incorporated solely for the purpose of maintaining the UnitedWeStandPeople OPCA Scam with a view to fraudulently extract funds from the Plaintiff and others while directing OPCA Litigation steps by the Plaintiff and others.
8. The use of aliases, fictional corporations, and incorporating companies to further the OPCA style arguments made by the people behind UnitedWeStandPeople is a well known, and well litigated practice.

Organised Pseudo-legal Commercial Argument Litigation: ("OPCA")

9. Together the Defendants operate a number of web and social media sites including but not limited to:
 - a. www.instagram.com/unitedwestandpeople; (which has recently been removed)
 - b. www.youtube.com/@unitedwestandpeople9472;
 - c. www.unitedwestandpeople.com; (which has recently been taken down)
 - d. www.publicwatchdogcomplaintline.org; (which has recently been taken down)
 - e. www.intsagram.com/themoneymink;
 - f. www.creditorcontrol.ca;
 - g. www.unitedwestandpeopl.wixsite.com; (which has recently been taken down)
 - h. www.reducemydebtbythousands.com;
 - i. <https://www.youtube.com/@hotjusticerealitytvevolved9958>;

- j. www.privatesectoract.com; (which redirects to unitedwestandpeople.com)
- k. www.facebook.com/ty.griffiths.71;
- l. <https://x.com/TyGriffiths1>;

These sites all contain several similarities, their advocacy of provenly false OPCA theories, and their open criticism of not only anyone who opposes them, but the Courts, and Justices of the various courts in Alberta and elsewhere.

10. The Defendants have a long history of conducting, or orchestrating, acting as a puppet master in bringing, or encouraging others to bring OPCA Actions against Banks, Collection Agencies, and other Financial Institutions. Including OPCA style defences to actions brought by Creditors, in some cases inducing Litigants to bring actions against Applications Judges (then Masters) of the Alberta Court of King's Bench.
11. The Plaintiff fell victim to the UnitedWeStandPeople OPCA Scam and was duped into bringing unsuccessful defences, actions, and counter actions routed in "money for nothing" schemes including:
 - a. 2303-21602 – *Amex v Kerslake*;
 - b. 2304-00760 – *Kerslake v Amex*;
 - c. 2304 -00761 – *Kerslake v Capital One*.

The 00760 and 21602 actions were eventually stayed, and an Apparently Vexatious Litigant Proceeding (AVAP) was initiated and concluded, the 00760 action was struck as an abuse, and Judgment was entered summarily in the 21602 Action.

12. Since the Order of the Honourable Applications Judge Summers, the Defendants have induced the Plaintiff into bringing an appeal of the Order along the same grounds as the OPCA Defences previously brought and rejected.
13. Recently the Honourable Mr. Justice Neilson issued his memorandum of Decision in *Bonville v President's Choice Financial*, 2024 ABKB 546, this is an omnibus decision which captures a number of Actions in which UnitedWeStandPeople has had their fingers in, including the Actions in para 10. Above.
14. The UnitedWeStandPeople debt elimination scheme has the following characteristics:
 - m. The debtor claims to have a "private lender" who will pay for any outstanding debt;
 - n. The debtor demands the debt contract is proven by an original "wet ink signed loan documents (NOT a photocopy)"; and
 - o. The lender must provide an affidavit from a chartered accountant to verify the debt was not sold, otherwise no debt exists.
15. The plaintiff states and the fact is the "wet ink" contract and "securitization" are long debunked pseudo law strategies.
16. Further to the Decision of the Honourable Mr. Justice Neilson of September 16, 2024, reported as *Bonville v President's Choice Financial*, 2024 ABKB 546 Colton Kumer emailed the Plaintiff a form of Affidavit which continues to espouse theories of the Courts, banks, judges, and lawyers attempts to frame Kevin Kumar and paint Colton Kumar as a "Private Lender" instructing the plaintiff "Please Read and Sign This Affidavit & Have Notarized ASAP :)" Further inducing the Plaintiff into continuing OPCA style litigation in the Court of King's Bench.

Fraudulent Misrepresentation:

17. On or about January 2024 the Plaintiff contacted either Kevin, or Colton Kumar or both by email at unitedwestandpeople@gmail.com to inquire about the process of eliminating debt using the UnitedWeStandPeople Scheme.
18. Sometime thereafter, but not later than January 31, 2024, Colton Kumar, or Kevin Kumar, or both provided a promissory note for the Plaintiff to sign.
19. The correspondence between the Kumar Defendants and the Plaintiff alleges that the Kumar's have a "private lender" lined up and offer a Promissory note in respect of a consolidation of sorts.
20. The "private lender" is none other than 1304139 B.C. Ltd, who has as it's sole director, Colton Kumar.
21. To date the Plaintiff has paid the sum of \$40,384.88 to 1304139 B.C.LTD., who has not made a single payment to any of the Plaintiff's Creditors.
22. The Promissory note purports an indebtedness of the Plaintiff to the Defendant 1304139 B.C. LTD., in the sum of \$75,000.00 plus interest at a rate of 16% payable on the unpaid balance. The principal was not forwarded to the Plaintiff or any of his creditors.
23. The Plaintiff states, and the fact is, 1304139 B.C. LTD., is acting as a Debt Repayment Agency in the Province of Alberta without a licence as required by the *Consumer Protection Act*.
24. The Plaintiff states, and the fact is that the Defendant's represented that the Plaintiff's creditors had a legal obligation to produce a "wet ink" signature copy of a contract in order to enforce the debt.
25. The Plaintiff states, and the fact is that the Defendants represented that the Plaintiff's creditors had a legal obligation to prove they had not sold the debts.
26. As a result of the Fraudulent advice, given intentionally by the Defendants, the Plaintiff has been subjected to adverse cost awards and fines in the sum \$2,000.00 which accrue interest pursuant to the *Judgment Interest Act* at a rate of 5.15%

Unjust Enrichment:

27. By receiving payments on the Fraudulent Promissory note, and failing to make payments to any of the Plaintiff's creditors, the Defendants have been enriched in the sum of at least \$40,384.88
28. The Plaintiff has correspondingly been deprived of the benefit of the funds in at least the sum of \$40,384.88
29. There is no juristic reason why the Defendants should be so enriched.

Unlawful Means Conspiracy:

30. The Plaintiff states and the Fact is that Kevin Kumar, and Colton Kumar acted in concert, whether by design, common intention or agreement to use the plaintiff as a pawn to further their continued vexatious assaults on the Justice System in general and the Honourable Mr. Justice Nielson specifically.
31. The co-conspirators engaged in conduct that was unlawful including but not limited to fraud, and coercing or counselling the Plaintiff into engaging in litigation steps which are on their face frivolous and/or vexatious.

32. The Conspiracy was directed at the Plaintiff, and others.
33. Given the numerous decisions of the Alberta Court of King's Bench, and others, the co-conspirators should have known that injury to the Plaintiff and others was likely to result.
34. As a result of their advice the Defendants actions are directly responsible for a number of Costs awards, and penalties to the Court which would not have otherwise occurred.

Punitive Damages

35. The Plaintiffs state, and the fact is the Defendants' misconduct was intentional, high handed, and highly reprehensible that departs to a marked degree from ordinary standards of decent behaviour.
36. The Plaintiff states, and the fact is, that the conduct of the Defendants is of such a nature that compensatory damages alone are insufficient.
37. Further the Plaintiff's state that notwithstanding all of the previous decisions which decry the UnitedWeStandPeople, type schemes, and their predecessor schemes such as the "Dollar Dealer" scam, and the creation of a fictitious Court, the "Alberta Court of Kings Bench" (sic) in ther period 2010-2014, some 8-12 years prior to the Accession to the Thorne of His Majesty King Charles III, and the statutory renaming of the Court.

Relief Sought:

38. The Plaintiff seeks the following relief, jointly and severally from the Defendants
 - p. Judgment in the sum of \$71,384.88 as follows:
 - i. Fraudulent Misrepresentation – \$2,000.00;
 - ii. Unjust Enrichment –\$40,384.88;
 - iii. Punitive Damages –\$29,000.00
 - q. Interest pursuant to the *Judgment Interest Act*
 - r. Costs on full indemnity basis, or such further and other basis as this Honourable Court deems appropriate in the circumstance.
 - s. Such other and further relief as the Plaintiff may advise, and this Honourable Court deems appropriate in the circumstance.

Action Number
P 24901 **03260**

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COURT LOCATION **Calgary**
Calgary Courts Centre, Suite 606-S, 601-5 Street SW
Calgary AB T2P 5P7
Phone: 403-297-7217 Fax: 403-297-7374

Clerk's Stamp

at _____ AM/PM
Clerk's initials _____

PLAINTIFF(S) TERRY KERSLAKE

DEFENDANT(S) KEVIN KUMAR, and
COLTON KUMAR

DOCUMENT **Dispute Note**

(Check the applicable box)

- without Counterclaim
- with Counterclaim
- with Counterclaim adding the following new party (or parties):

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Document Filed on Behalf of the Following Party (Parties):			18 Years old or Over?		
			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Address for Service (Building, Street, Apt, Unit, PO Box Number)					
City/Town		Province/Territory		Postal Code	
Daytime Phone Number		Cellular Phone Number		Fax Number for Service	
Email Address for Service			Represented by:		
Name of Lawyer / Student-at-law / Agent (if any)			<input type="checkbox"/> Lawyer		
			<input type="checkbox"/> Student-at-law		
Firm Name (if any)			<input type="checkbox"/> Agent		
			<input type="checkbox"/> Self		

WARNING - It is YOUR responsibility to notify the Court office and all other parties in writing of any change in your contact information or address for service. Failure to do so may result in court appearances being held, or an order or judgment being issued against you, without your knowledge.

NOTICE TO PLAINTIFF(S)

This document may contain a Counterclaim. If so, you are a "Defendant by Counterclaim". Failure to respond to a Counterclaim may result in a judgment being entered against you. Go to the end of this document to see what you can do and when you must do it.

1. I dispute the Civil Claim for the following reasons:
(Explain which parts of the Civil Claim you do not agree with and why. Simply stating that you cannot afford to pay the claim is not a valid defence).

2. I admit the following parts of the Civil Claim:

3. Regarding the amount claimed in the Civil Claim:
(Check the applicable box if you agree to pay all or part of the Civil Claim)

- I agree I owe the entire amount claimed in the Civil Claim.
- I agree I owe \$ _____ which is a part of the amount claimed in the Civil Claim, but do not agree with the remaining amount claimed. Amount
- I do not agree with the amounts claimed.

4. I will be calling _____ witness(es) at the trial of this action, including myself.
Number

DEFENDANT'S COUNTERCLAIM OR CLAIM FOR SET-OFF

(Complete the section below only if you are making a Counterclaim or a claim for set-off against the Plaintiff(s). If you file a counterclaim, you become a "Plaintiff by Counterclaim". A Counterclaim is not required if you are seeking only costs for time and expenses to dispute the Plaintiff's claim. Costs may be addressed with the Court at the conclusion of the matter).

5. The Defendant(s) Counterclaim(s) or claim(s) a set-off from the Plaintiff(s) in the amount of \$ _____, not including interest and costs, for the following reasons:

6. The Defendant(s) also claims:

- Interest from the date the Counterclaim arose to the date of judgment pursuant to: (check applicable box(es))
 - an agreement between the Plaintiff(s) and the Defendant(s) at the rate of _____ % per year.
 - The Judgment Interest Act
 - Other (describe the basis for and amount of your interest claim):

- Costs (check applicable box(es))
 - filing fee, service of the Dispute Note and Counterclaim and any steps taken up to judgment
 - Other (describe the basis for and amount of any other costs you are requesting):

7. Abandonment of excess portion of Counterclaim (check the following box only if you are abandoning any part of the Counterclaim that exceeds the financial jurisdiction of this Court)

- I abandon that part of the Counterclaim that exceeds the financial jurisdiction of this Court. I understand and agree that I cannot recover in this Court or any other Court that part of my Counterclaim that is abandoned.

Do not attach any additional material or evidence to this Dispute Note and Counterclaim.

NOTICE TO DEFENDANT(S) BY COUNTERCLAIM:

If you have been served this Dispute Note and it includes a Counterclaim that has added you as a new party to the action, you only have a short time to respond to this Counterclaim:

- 20 days if you are served in Alberta
- 30 days if you served outside of Alberta

You must either:

1. **Settle** the Counterclaim directly with the Plaintiff by Counterclaim.
-or-
2. **Pay** the amount plus interest and costs as claimed in the Counterclaim to the Court of Justice office by cash, certified cheque, money order or debit card (if available) only.
-or-
3. **Dispute** the Counterclaim within the time limit set out above, by doing the following:
 - (a) Complete a Dispute Note to Counterclaim giving your reasons for disputing the Counterclaim. If there are parts of the Counterclaim you agree with, fill out paragraph 2 in the Dispute Note to Counterclaim.
 - (b) File the Dispute Note to Counterclaim and pay the applicable filing fee either in person at any Court of Justice office, or by mail to the Court of Justice location shown on the Dispute Note. The Court of Justice must receive a Dispute Note to Counterclaim and the applicable filing fee within the time limit set out above.

WARNING:

If you fail to do one of the options listed above, or are late in doing so, the Plaintiff by Counterclaim may request to note you in default and apply to the Court for judgment against you in the amount set out in their Counterclaim.

If you are an existing party to the action and have received this Dispute Note and it includes a Counterclaim, you may respond to the Counterclaim by completing one of the options listed above, but you are not required to do so.

Forms and self-help materials are available at any Court of Justice location and on the Alberta Courts website at:
<https://www.albertacourts.ca/cj/areas-of-law/civil>