

Supreme Court of British Columbia



Affidavit of Colton Kumar

Between:

Colton Kevin Kumar, Kevin Anthony Kumar, and 1304139 B.C. LTD. (Plaintiffs)

And

John McDonald, Heidi Semkowich, and McDonald Paralegal Services LTD. (Defendants)

Court File Number: 58772

Date: 2024-12-30

I, Colton Kumar, Affirm That:

1. I am a Plaintiff in this action and make this affidavit in response to the affidavits filed by John McDonald and Heidi Semkowich. The facts herein are true and based on my personal knowledge unless otherwise stated.
2. John McDonald has made defamatory statements about myself and my father, Kevin Kumar, labeling us as 'known fraudsters,' implying a previous fraud conviction and attributing involvement in an 'OPCA scam.' These statements, made on social media and other public platforms, lack any factual basis and have caused irreparable harm to our personal and professional reputations.
3. Exhibit A contains screenshots of the defamatory statements made by John McDonald. These statements include baseless accusations of fraud and misconduct, for which John McDonald has provided no evidence.
4. The decision in Bonville vs Pc financial which John often references is under appeal John McDonald mischaracterizes my role in this case as well as the decision. As a private lender, I requested proof of debt ownership before disbursing funds, a standard commercial practice that is neither vexatious nor improper under Rule 10.49(1) of the Alberta Rules of Court. Kevin Kumar, as a journalist, was lawfully reporting on the case and not participating in legal proceedings. The decision was simply a penalty for alleged Vexatious litigation. Not fraud, where is the fraud conviction in a criminal court that John is referring to when he states myself and Kevin are "known fraudsters"? These roles & decision do not support allegations of fraud or improper conduct.
5. The Defendants, including John McDonald and Heidi Semkowich, claim that none of the Plaintiffs have ever been their clients, yet they breached professional obligations by

accepting payment from my company, 1304139 B.C. LTD., for legal services and later acting directly against our interests. Payment evidence is attached as Exhibit M.

6. The Defendants' actions have directly caused economic harm, including the loss of business relationships and contractual breaches induced by defamatory actions. Exhibit B includes communication from clients citing these defamatory statements as reasons for contract cancellations.

Specific Inconsistencies in John McDonald's Affidavit:

7. John claims not to be a member of any law society. However, attached Exhibit C demonstrates that he acknowledges having a 'no action agreement' with the Law Society of British Columbia. This agreement explicitly states, '2.6 You are expected to deliver the Services in a manner consistent with our expectations of lawyers under the Legal Profession Act, the LSBC Rules, and the LSBC Code of Professional Conduct to the extent they are applicable.' If this agreement is current or if John has a similar agreement within the province of Alberta, John is in breach. If not, it raises questions about his authority to act as legal representation.

8. John claims no prior knowledge of or connection to dealings with Heidi Semkowich, yet Exhibit D includes emails in which John explicitly states he is working with Heidi on this matter. These communications demonstrate a clear conflict of interest, as John should have known Heidi had accepted payment from the Plaintiffs.

9. John uses terms like 'fraud' and 'scam' against Kevin Kumar, despite acknowledging in his affidavit that Kevin's only conviction was for contempt of court. John provides no evidence for the 'Dollar Deal Scam' accusations, which remain slanderous and unsubstantiated. I would like John to explain what a "Dollar Deal" scam is?

10. John's claim that the Plaintiffs are orchestrating an OPCA scam originates from K.G. Neilson's comments. However, Neilson's AVAP endorsement in *Kerslake v. Capital One*, attached as Exhibit E, clearly states that a Private Lender requesting proof of ownership of debt assets is not an OPCA scam nor vexatious. Within the decision of *Bonville vs PC financial* which John references, the decision alludes to the idea that the private lender involved is fictitious, this is false and can be substantiated by the legitimate and enforceable contracts between the borrowers involved and the company 1304139 B.C. LTD. Furthermore the affidavits from the lenders to whom the rights of the contracts had been assigned stating that they exist.

11. *Bonneville 3*, frequently cited by John, is currently under appeal due to procedural errors and lack of due process. Exhibit F demonstrates how *Bonneville* and others were grouped without proper hearings. And how the acting judge Contradicts himself in the AVAP endorsement in *Kerslake v Capital One*, relying on such memorandums as binding law further undermines John's claims. Due to the fact memorandums are not eligible to set a precedent.

Specific Inconsistencies in Heidi Semkovich's Affidavit:

12. Heidi claims that Tim and Tara were referred to her by McKenzie Paralegal Services. However, Exhibit G submitted by Heidi contains Tara's email explicitly stating that I, Colton Kumar, recommended Heidi after brief communication regarding Tim's file.


13. Heidi references memorandums claiming I cannot be involved in any capacity. This is misleading as my role was solely as the financier in the transaction. The court orders limiting my involvement in legal support roles were the reason I retained Heidi's services.

14. Exhibit H disproves Heidi's notes of a phone call labeled Exhibit I in her affidavit. During the call, I explained the restrictions placed on me and that this was the reason for retaining her services. Heidi acknowledged and agreed to provide services within these parameters. She also acknowledged since I was the one paying for her services on behalf of Tim and Tara that she would run everything by me before proceeding with the appeal paperwork which we had hired her to complete.

15. Exhibits J and K contain an e-transfer and an invoice directly contradicting Heidi's claim that neither myself, Kevin Kumar, nor 1304139 B.C. LTD. were ever her clients. The financial transactions and services provided clearly establish a professional relationship. If no services were provided, why did Heidi accept payment?

I affirm that the above statements are true to the best of my knowledge, and the attached exhibits substantiate the claims made herein.

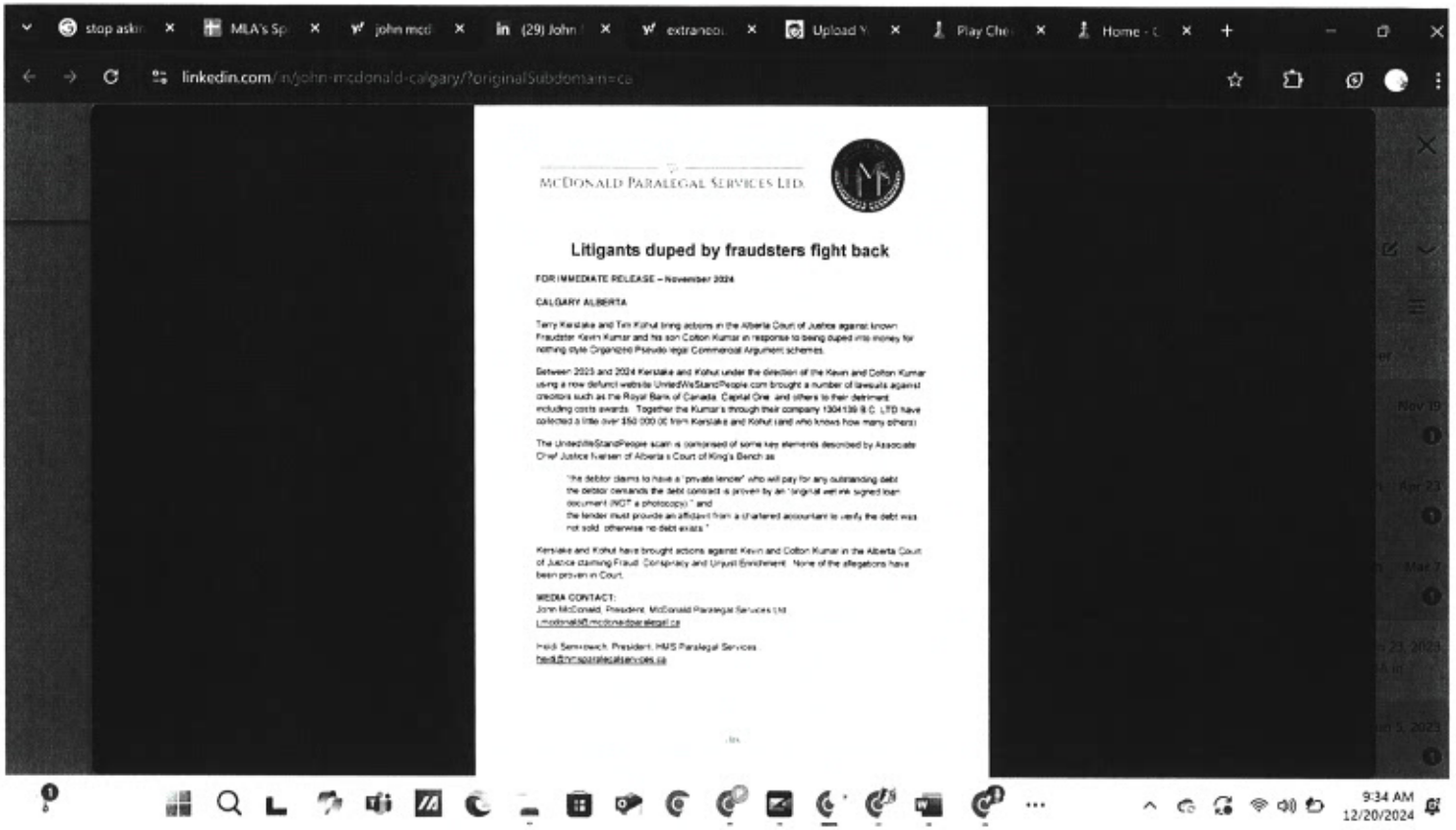
SWORN OR AFFIRMED BEFORE ME
at Vernon, in the
Province of British Columbia,
on Jan 8, 2025.


LEONARD H. MARRIOTT
Lawyer & Notary Public
Unit 1, 4205 - 27th Street
Vernon, BC V1T 4Y3



Colton Kumar

**OFFICER CERTIFICATION ONLY
NO LEGAL ADVICE
SOUGHT OR GIVEN**



This is Exhibit "A" referred to in the
 affidavit of Colton Kumar
 Sworn before me at Vernon B.C.
 this 8 day of Jan 2025

[Signature]
 A Commissioner for taking Affidavits
 within British Columbia

LEONARD H. MARRIOTT
 Lawyer & Notary Public
 Unit 1, 4205 - 27th Street
 Vernon, BC V1T 4Y3

OFFICER CERTIFICATION ONLY
 NO LEGAL ADVICE
 SOUGHT OR GIVEN

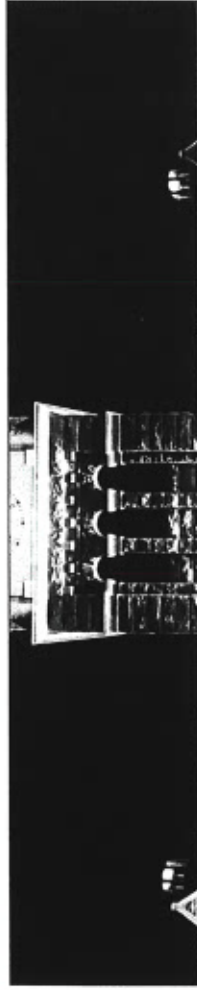


2

The Full Story

Kerslake and Kohut v Kumars

Together with our Partners at [HMS Paralegal Services](#) we act for the victims of an alleged OPCA Scheme. The Respective Plaintiffs claim against the Defendants for Fraudulent Misrepresentation, Unlawful Means Conspiracy, and Unjust Enrichment.



Pleadings



12:15 PM 11/22/2024



Sauna Mark

NOTABLE CASES
mcdonaldparalegal.ca

**I'm no longer paying you
this is you one and only
opportunity to return all
funds paid or I will also
be seeking action
against you and your
little boy**

OFFICER CERTIFICATION ONLY
NO LEGAL ADVICE
SOUGHT OR GIVEN

**Not threatening Just
reciting the obvious and
relaying the message
from the lender ..
The lender simply wants
to know when you are
making your
payments...?
If you want out of**

5

The Law Society
of British Columbia



This is Exhibit "G" referred to in the
affidavit of Colleen Kumar
Sworn before me at Vernon BC
this 8 day of Jan, 2025

A Commissioner for taking Affidavits
within British Columbia

LEONARD H. MARRIOTT
Lawyer & Notary Public
Unit 1, 4205 - 27th Street
Vernon, BC V1T 4Y3

July 30, 2021

Sent via E-mail

John Charles Wesley McDonald

**OFFICER CERTIFICATION ONLY
NO LEGAL ADVICE
SOUGHT OR GIVEN**

Email: john@albertacourtagent.ca

Donald J. Avison, QC
Executive Director/Chief Executive Officer

Dear Mr. McDonald:

RE: Innovation Proposal – AP20200016

Thank you for your proposal to participate in the Law Society of British Columbia's ("LSBC") Innovation Sandbox.

Through the Innovation Sandbox, LSBC is seeking to expand access to legal services by enabling innovative solutions that address areas of unmet legal need but which would otherwise contravene the *Legal Profession Act*, the Law Society Rules or the Code of Professional Conduct.

The LSBC Executive Committee has reviewed your proposal to provide services and has agreed to issue to you this "no action" letter.

1. Services

You propose to offer the following services (the "Services"):

- 1.1 Acting as the client's advocate throughout the litigation process by providing legal advice, conducting legal research, drafting and filing documents, entering into settlement negotiations and making appearances in each of:

- a) the Civil Resolution Tribunal;
- b) the Residential Tenancy Branch; and
- c) the Employment Standards Tribunal.

1.2 Small Claims Matters:

- a) Meeting with clients;
- b) Conducting legal research;
- c) Preparing and filing documents such as pleadings, statements and affidavits;
- d) Assisting with document disclosure;
- e) Engaging in settlement negotiation; and
- f) Assisting the client with trial preparation.

2. No Action

Based on your proposal (copy attached) and any additional information you provided or LSBC obtained in relation to your proposal, LSBC will not initiate action to prevent you from providing the Services (“no-action”) provided the following conditions are met:

- 2.1 The information you have provided in support of your proposal is accurate and complete in all respects.
- 2.2 Only you provide the Services.
- 2.3 Your provision of the Services does not present a risk of harm to the public or undermine the integrity of the administration of justice.
- 2.4 You provide information to LSBC regarding your provision of the Services on the first business day of each month in the approved form and more frequently if requested. We are in the process of developing a form for reporting, which will be accessible on the LSBC website. Once it is operational, you will be provided with the link to the form.
- 2.5 You include the following disclosure on any website, social media and other mediums you use to promote the Services and you provide this disclosure in written form to each client prior to commencing any engagement:

My services to you are not provided by a lawyer regulated by the Law Society of British Columbia. As a result:

(a) I could be required to disclose to third parties your communications with me and any documents you provide in relation to my advice and assistance as such communications will not be subject to solicitor-client privilege;

(b) I am not required to have professional liability insurance, and do not carry professional liability insurance (In the event that you do carry professional liability insurance, the disclosure of this clause is not required);

(c) There is no statutory complaint process in relation to the services that I provide; and

(d) The Law Society of British Columbia has not evaluated or verified my competence, character, and/or fitness to provide the services.

For more information about the Law Society's innovation sandbox visit <https://www.lawsociety.bc.ca/our-initiatives/innovation-sandbox/>.

- 2.6 You are expected to deliver the Services in a manner consistent with our expectations of lawyers under the *Legal Profession Act*, the LSBC Rules and the LSBC *Code of Professional Conduct* to the extent they are applicable.
- 2.7 You consent to the disclosure by the Law Society of your personal information, including your name and the scope of Services which you may provide, this no-action letter, and the modification or rescission of the no-action letter, generally on its website and in response to inquiries from the public or regulatory bodies and for the purpose of informing the public about you and the Services you may provide in conjunction with your participation in the Innovation Sandbox.
- 2.8 If you intend to represent clients before administrative tribunals, you acknowledge that this no-action letter does not grant you audience to appear and that you may require permission from the presiding adjudicator to do so.
- 2.9 You cooperate fully with any investigation into any complaint LSBC receives about the Services and/or your conduct in relation to the provision of the Services and you respond promptly to requests from the LSBC for any information and/or documents in relation to the provision of Services.
- 2.10 You indemnify and save harmless LSBC, its Benchers, officers, agents and employees from all claims, demands, losses, damages, costs, fines, penalties and expenses that LSBC, its Benchers, officers, agents or employees may sustain, incur, suffer, or be put to at any time, either before or after this

Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission in your provision of the Services.

- 2.11 You do not assert, imply or otherwise suggest in any way that the no-action letter is an approval, endorsement or certification of the quality of your Services or of your qualifications, competence or fitness to provide the Services.

3. Rescission

The Law Society may rescind this no-action letter at any time on written notice if

- 3.1 You fail to meet any of the conditions set out in Part 2 of this letter.
- 3.2 You provide services beyond the scope of your proposal that constitute the practice of law as defined in the *Legal Profession Act*.
- 3.3 You engage in, or propose to engage in, conduct in relation to the provision of the Services that presents a risk of harm to the public or undermines the integrity of the administration of justice.
- 3.4 Material information that you failed to disclose comes to our attention or misinformation is discovered.

4. Acknowledgement

By acceptance of this letter, you acknowledge that:

- 4.1 This no-action letter is not an endorsement of the quality of the Services you provide or of your qualifications, competence or fitness to provide the Services.
- 4.2 Nothing in this no-action letter makes you a member of LSBC.
- 4.3 The issuance of this no-action letter is not an agreement on the part of LSBC, its Benchers, officers, agents and employees, to insure or indemnify you or your clients for any claims, demands, losses, damages, costs, fines, penalties and/or expenses that may arise in relation to your Services and you will remain solely responsible.
- 4.4 This no-action letter will take effect from the date of this letter and remain in effect until LSBC provides written notice of modification or rescission or

otherwise determines that other regulatory measures are appropriate in relation to the Services.

- 4.5 If the LSBC determines that some or all of your Services require a licence, you agree to submit an application in that licensing process if you wish to continue providing the Services.

Thank you again for your proposal and we trust that you will be successful in providing the Services to the public.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Avison', written over a horizontal line.

Don Avison, QC
CEO/Executive Director

Legal Services Innovation Sandbox Proposal

Submission date: 2020-12-10 at 5:35 PM

File No. AP20200016

Name: John Charles Wesley McDonald
Title: Paralegal
Company: McDonald Paralegal Services Ltd.
Address: 7203 25 St SE
Calgary, Alberta Canada
Phone: 4039150611
Email: john@albertacourtagent.ca
Accredited? – Accreditation is not required in the Junior Court in Alberta
Insured? – I am in the process of obtaining E&O insurance.

Please tell us about the legal service you intend to provide.

General Civil Litigation advocacy and advice in Provincial Court (Small Claims), CRT, and other boards and administrative tribunals.
Enforcement of Court Orders in BCSC

How do you expect that your legal service will address the unmet legal needs of BC residents?

There is currently no provision of legal-aid or low cost general litigation services within British Columbia creating a barrier to justice for general litigation candidates in small claims matters, while not creating a legal aid type service we could provide a lower cost solution to lawyers and law firms.

Who do you think will be the consumers of the legal service you intend to provide?

Low income, or lower mid-earners throughout British Columbia, and those seeking to enforce judgments in British Columbia.

How would you manage the risk to the public arising from the legal service you intend to provide, including with any relevant credentials, education, training or experience you may have?

I have held a general litigation practice for 3 years supporting clients and lawyers in both British Columbia and Alberta, my current principals being dual calls in both jurisdictions. The firm I currently work at has offices in both Vancouver and Calgary, although I am opening my own business which will be extra-provincially registered in BC, I will retain chambers with the current firm. I would still be supervised generally by those two lawyers. Additionally I will hold errors and omissions insurance on or before January 1, 2021 to create an additional layer of

11

insulation for prospective clients. I am a graduate of Bow Valley College Legal Assistant Diploma, and the Canadian Armed Forces Military Law Centre Presiding Officers Course, having presided over Military Summary Trials.



Power Is In The People ! <unitedwestandpeople@gmail.com>

Kerslake and Kohut v Kevin and Colton Kumar and 1304139 B.C. LTD. Action Nos. P2490103259 and P2940103260

1 message

Heidi Semkowich <heidi@hmsparalegalservices.ca>
To: Power Is In The People ! <unitedwestandpeople@gmail.com>
Cc: John McDonald <j.mcdonald@firstxv.ca>

Wed, Nov 20, 2024 at 9:51 AM

Good morning Gentlemen,

Thank you for sending along the amended Dispute Note in relation to the above noted actions.

Hopefully this will be the final time this has to be said, but going forward please include me in all communications pertaining to these matters.

As Mr. McDonald already mentioned in a previous email, he and I are working as a team on this, and as such, I am going to insist that you ensure I am included on any and all communications. Refusal to comply with this simple request is tantamount to litigation misconduct, and will be brought to the Court's attention if you continue to engage in this behavior.

Govern yourselves accordingly.

Warm Regards,

Heidi Semkowich, ARP, CLC
Registered Paralegal, Legal Coach



(825) 886-1390

www.hmsparalegalservices.ca

This is Exhibit "D" referred to in the affidavit of Colton Kumar
Sworn before me at Vernon BC
this 8 day of Jan, 2025

A Commissioner for taking Affidavits within British Columbia

LEONARD H. MARRIOTT
Lawyer & Notary Public
Unit 1, 4205 - 27th Street
Vernon, BC V1T 4Y3

OFFICER CERTIFICATION ONLY
NO LEGAL ADVICE
SOUGHT OR GIVEN

This is Exhibit "E" referred to in the
affidavit of Carlton Turner
Sworn before me at Vernon B.C.
this 8 day of Jan 2024

13

Court of King's Bench of Alberta



A Commissioner for taking Affidavits
within British Columbia
LEONARD H. MARRIOTT
Lawyer & Notary Public
Unit 1, 4205 - 27th Street
Vernon, BC V1T 4Y3

OFFICER CERTIFICATION ONLY
NO LEGAL ADVICE
SOUGHT OR GIVEN
Between:

Date:
Docket: 2304 00761
Registry: Grande Prairie

Terry Kerslake

Plaintiff

- and -

Capital One Bank

Defendant

**Endorsement
of the
Acting Chief Justice
K.G. Nielsen**

[1] On November 30, 2023, the Plaintiff filed a Statement of Claim. On February 21, 2024, Counsel for the Defendant asked the Court to review the Statement of Claim under Civil Practice Note 7 ("CPN7"), because it contains pseudo-law concepts.

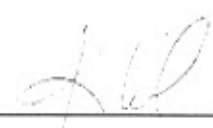
[2] On April 26, 2024, I issued an AVAP Notice initiating the CPN7 review process, because the Statement of Claim had indicia of being frivolous, vexatious, or an abuse of process on its face. Specifically, the Statement of Claim appeared to use organized pseudo-legal commercial argument techniques, i.e., demanding that the other side prove its authority and asserting a unilateral agreement.

[3] Pursuant to the CPN7 process, the Plaintiff filed a Written Submission on May 10, 2024. The Defendant provided a Written Reply on May 14, 2024.

[4] I have reviewed Statement of Claim in light of the Plaintiff's Written Submission and the Defendant's Written Reply. I conclude that it is unnecessary to invoke the abridged procedures under CPN7 in this case: see *De'Medici v Wawanesa Mutual Insurance Company*, 2023 ABKB 210 at para 28. Accordingly, I decline to strike the Statement of Claim.

[5] To be clear, this Endorsement does not prevent the Defendants from applying under the *Alberta Rules of Court*, Alta Reg 124/2010 for remedies for alleged issues or deficiencies in the Statement of Claim.

Dated at Edmonton, Alberta this 30th day of May, 2024.



K.G. Nielsen
A.C.J.C.K.B.A.

Appearances:

Terry Kerslake – Written Submission

Keith Marlowe, K.C. – Written Submission
Blake, Cassels & Graydon LLP
for the Defendant



This is Exhibit "F" referred to in the affidavit of Colton Kumar Sworn before me at Vernon BC this 8 day of Jan. 2025

A Commissioner for taking Affidavits within British Columbia

HMS Paralegal Services

1064 Foxwood Crescent
Sherwood Park AB T8A4T9
780-993-1390
heidi@hmsparalegalservices.ca
GST Registration No.: 781127618RT0001

INVOICE

BILL TO
Tim Kohut
c/o 3705 - 40 Avenue
Vernon BC V1T 7E5

LEONARD H. MARRIOTT
Lawyer & Notary Public
Unit 1, 4205 - 27th Street
Vernon, BC V1T 4Y3

INVOICE 2024-0088
DATE 09/02/2024
TERMS Due on receipt
DUE DATE 10/01/2024

OFFICER CERTIFICATION ONLY
NO LEGAL ADVICE
SOUGHT OR GIVEN

FILE NUMBER
2024-0035 HMS

DATE	DESCRIPTION	QTY	RATE	AMOUNT	TAX
08/22/2024	Telephone call with C. Kumar; Telephone call from T. Holberton	0:12	125.00	25.00	G
08/26/2024	Review documents received from T. Holberton; Emails to/from T. Holberton & C. Kumar	3:12	125.00	400.00	G
08/29/2024	Meeting with Tim & Tara; Email to clients	0:30	125.00	62.50	G
SUBTOTAL				487.50	
GST @ 5%				24.38	
TOTAL				511.88	
BALANCE DUE				\$511.88	



Power Is In The People ! <unitedwestandpeople@gmail.com>

HMS - August Invoice

3 messages

Heidi Semkowich <heidi@hmsparalegalservices.ca>
To: Power Is In The People ! <unitedwestandpeople@gmail.com>

Mon, Sep 16, 2024 at 10:28 AM

Hi Colton,

I am not sure if Tim Kohut forwarded this to you so I thought I would send it as well.

Payment can be sent to me via e-transfer.

Warm Regards,

Heidi Semkowich, ARP, CLC

Registered Paralegal, Legal Coach



(780) 993-1390

www.hmsparalegalservices.ca

From: Novel Bookkeeping <admin@novelbookkeeping.ca>
Sent: September 3, 2024 8:56 AM
To: tim.kohut@outlook.com
Cc: Heidi Semkowich <heidi@hmsparalegalservices.ca>
Subject: Re: HMS - August Invoice

Oops! With Heidi cc'd :)

--

Catherine

Novel Bookkeeping

780-709-3137

On Tue, Sep 3, 2024 at 8:54 AM Novel Bookkeeping <admin@novelbookkeeping.ca> wrote:

****Please contact Heidi directly if you have any questions regarding this invoice****

Tim -

Attached, please find your invoice for paralegal services during August 2024. Payment is due upon receipt and can be made via e-transfer to: heidi@hmsparalegalservices.ca.


Regards,

--

Catherine Wenschlag (she/her)
Bookkeeper for HMS Paralegal

Novel Bookkeeping

780-709-3137

 **2024-08-31 - HMS INV 2024-0088 (Kohut).pdf**
180K

Power Is In The People ! <unitedwestandpeople@gmail.com>
To: Heidi Semkowich <heidi@hmsparalegalservices.ca>

Mon, Sep 16, 2024 at 10:29 AM

Hey Heidi, to which email shall I send the e-transfer?
[Quoted text hidden]

Heidi Semkowich <heidi@hmsparalegalservices.ca>
To: Power Is In The People ! <unitedwestandpeople@gmail.com>

Mon, Sep 16, 2024 at 10:30 AM

Hey Colton,

To this email address please (heidi@hmsparalegalservices.ca)

Warm Regards,

Heidi Semkowich, ARP, CLC
Registered Paralegal, Legal Coach



(780) 993-1390

www.hmsparalegalservices.ca

[Quoted text hidden]



Colton Kumar <1304139bcitd@gmail.com>

INTERAC e-Transfer: Your money transfer to HMS PARALEGAL SERVICES INC. was deposited.

1 message

Scotiabank <notify@payments.interac.ca>

Reply-To: Scotiabank <email@scotiabank.com>

To: 1304139 BC LTD <1304139bcitd@gmail.com>

Mon, Sep 16, 2024 at 11:01 AM

18



Hi 1304139 BC LTD,

The \$511.88 (CAD) you sent to HMS PARALEGAL SERVICES INC. has been successfully deposited.

Reference Number: C1AYVmq7JdsQ

Please do not reply to this email.

FAQs | This is a secure transaction



© 2000 - 2024 Interac Corp.

All rights reserved. Terms of Use

© Trade-marks of Interac Corp.



Email or text messages carry the notice while the financial institutions securely transfer the money using existing payment networks. For the answers to common questions please visit our FAQs.