



FORM 109
(RULE 22-2(2) AND (7))

This is the 1st affidavit of John McDonald
In this case and was made on
the 18th day of December, 2024.

Affidavit has been sworn or affirmed by video conference

No. 58772
Vernon Registry

In the Supreme Court of British Columbia

Between

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

and

John McDonald, Heidi Semkowich and McDonald Paralegal Services Ltd.
Defendant(s)

AFFIDAVIT

[Rule 22-2 applies to affidavits and Rule 22-3 o the Supreme Court Civil Rules applies to all forms.]

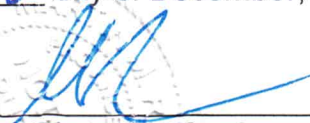
I, John McDonald, of Calgary, Alberta, Paralegal and Private Investigator MAKE OATH AND SAY THAT:

1. I am a Defendant in the within action and have personal knowledge of the matters herein deposed, except in those cases where my knowledge is formed on information and belief, in which case, I state the source of my knowledge and verily believe the same to be true.
2. I am the sole director and shareholder of McDonald Paralegal Services Ltd.
3. McDonald Paralegal Services Ltd., is a body corporate, duly incorporated pursuant to the Laws of the Province of Alberta, and extra-provincially registered in the Province of Saskatchewan as McDonald Limited Scope Legal Services Ltd., McDonald Paralegal Services Ltd. offers private investigation services in the Province of Alberta under the tradename First XV Investigations. Attached hereto and marked **Exhibit "A"** is a copy of the Corporate profile of McDonald Paralegal Services Ltd.

4. On or about September 11, 2024 I participated in a conference call with Heidi Semkowich, Terry Kerslake, Timothy Kohut and Tara Holberton. At that time, on behalf of McDonald Paralegal Services Ltd., I entered into verbal agreements with Terry Kerslake and Timothy Kohut to represent them in actions before the Alberta Court of Justice, and to arrange for independent legal advice from a Barrister and Solicitor in good standing in the Province of Alberta, I also provided contact information for an Insolvency Trustee.
5. On September 9, 2024, I filed Actions P2490103259 (the "**Kohut Action**"), and P2490103260 (the "**Kerslake Action**") in the Alberta Court of Justice. Attached hereto and marked **Exhibit "B"** are copies of the pleadings in those actions.
6. I am not a member of the Law Society of Alberta, or presently of Any Law Society in any Province. As such the Code of Conduct of the Law Society of Alberta does not apply to me.
7. Even if I was a member of the Law Society of Alberta, I have never represented any of the Plaintiffs in the within action in any capacity. I have never spoken to Kevin Kumar nor Colton Kumar.
8. The Plaintiff, Kevin Kumar has been described as "one of the two directing personalities of a "Dollar Dealer" mortgage fraud scam" and "The Scammers even went so far as to set up their own fake vigilante court, the "Alberta Court of Kings Bench" [sic]" and "These Scammers only stopped when Johnson and an accomplice, Kevin Kumar, were found in contempt of court by Martin J and each sentenced to two months in Jail." Attached hereto and marked **Exhibit "C"** is a copy of *Royal Bank v. Courtoreille*, 2024 ABKB 302.
9. The Plaintiff Kevin Kumar, and Colton Kumar have been described as "responded to a collection of Alberta Court of King's Bench of Alberta lawsuits that were each a part of a common Organized Pseudolegal Commercial Argument (OPCA) money-for-nothing / debt elimination scam operated by a father and son duo, Colton Kumar and Kevin Kumar" Attached hereto and marked **Exhibit "D"** is a copy of *Bonville 3* 2024 ABKB 546.
10. On November 19, 2024, McDonald Paralegal Services and HMS Paralegal Services Inc. issued a joint press release in which we recap *Bonville 3* in the context of the Kohut Action and the Kerslake Action. Attached hereto and marked **Exhibit "E"** is a copy of that press release.

11. I make this Affidavit in support of an application to strike the above noted Action for Want of Jurisdiction, Abuse of Process, and a declaration that the Plaintiffs are apparently vexatious litigants, and for no improper purpose.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta)
on the 18 day of December, 2024.)



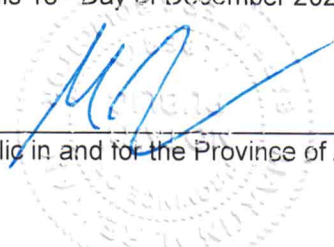
A Notary Public in and for the)
Province of Alberta)

MARTIN M. REJMAN
Barrister and Solicitor
A Notary Public in and for
The Province of Alberta
My Appointment expires at the
Pleasure of the Attorney General of Alberta



John C.W. McDonald, CD

This is **Exhibit "A"**
Referred to in the
Affidavit of John McDonald
Made this 18th Day of December 2024



A Notary Public in and for the Province of Alberta

MARTIN M. REJMAN
Barrister and Solicitor
A Notary Public in and for
The Province of Alberta
My Appointment expires at the
~~Pleasure~~ of the Attorney General of Alberta

Government Corporation/Non-Profit Search of Alberta ■ Corporate Registration System

Date of Search: 2024/12/17
Time of Search: 07:32 PM
Service Request Number: 43569473
Customer Reference Number: P242_403200

Corporate Access Number: 2022917559
Business Number: 708834676
Legal Entity Name: MCDONALD PARALEGAL SERVICES LTD.

Legal Entity Status: Active
Alberta Corporation Type: Named Alberta Corporation
Registration Date: 2020/10/01 YYYY/MM/DD

Registered Office:

Street: 7203 25 STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C0Z9

Records Address:

Street: 7203 25 STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C0Z9

Email Address: J.MCDONALD@MCDONALDPARALEGAL.CA

Primary Agent for Service:

Last Name	First Name	Middle Name	Firm Name	Street	City	Province	Postal Code	Email
MCDONALD	JOHN		MCDONALD PARALEGAL SERVICES LTD.	7203 25 STREET SE	CALGARY	ALBERTA	T2C0Z9	INFO@MCDONALDPARALEGAL.CA

Directors:

Last Name: MCDONALD
First Name: JOHN
Middle Name: CHARLES WESLEY
Street/Box Number: 7203 25 STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C0Z9

Voting Shareholders:

Last Name: MCDONALD
First Name: JOHN
Middle Name: CHARLES WESLEY
Street: 7203 25 STREET SE
City: CALGARY
Province: ALBERTA
Postal Code: T2C0Z9
Percent Of Voting Shares: 100

Details From Current Articles:

The information in this legal entity table supersedes equivalent electronic attachments

Share Structure: SEE SCHEDULE "A"
Share Transfers Restrictions: SEE SCHEDULE "B"
Min Number Of Directors: 1
Max Number Of Directors: 7
Business Restricted To: NONE
Business Restricted From: NONE
Other Provisions: N/A

Associated Registrations under the Partnership Act:

Trade Partner Name	Registration Number
FIRST XV INVESTIGATIONS	TN25654112

Other Information:

Last Annual Return Filed:

File Year	Date Filed (YYYY/MM/DD)
2024	2024/11/12

Filing History:

List Date (YYYY/MM/DD)	Type of Filing
2020/10/01	Incorporate Alberta Corporation
2020/10/01	Update Business Number Legal Entity
2024/11/12	Enter Annual Returns for Alberta and Extra-Provincial Corp.

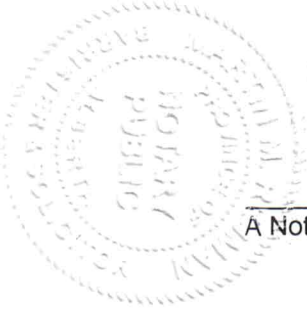
Attachments:

Attachment Type	Microfilm Bar Code	Date Recorded (YYYY/MM/DD)
Share Structure	ELECTRONIC	2020/10/01
Restrictions on Share Transfers	ELECTRONIC	2020/10/01

contained in the official public records of Corporate Registry.



This is **Exhibit "B"**
Referred to in the
Affidavit of John McDonald
Made this 18th Day of December 2024



A handwritten signature in blue ink, appearing to be "M. Rejman", written over a horizontal line.

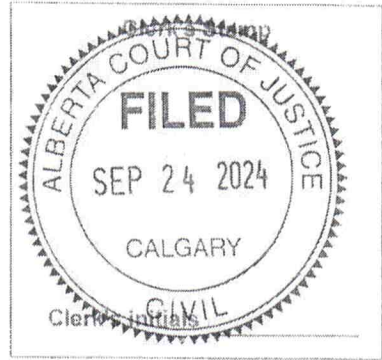
A Notary Public in and for the Province of Alberta

MARTIN M. REJMAN
Barrister and Solicitor
A Notary Public in and for
The Province of Alberta
My Appointment expires at the
Pleasure of the Attorney General of Alberta

41

Action Number
P 24901 03259

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) TIMOTHY KOHUT
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))

\$ ~~71,584.88~~ ^{146,684.72} (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) Kohut		18 years old or over? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
First Name Timothy	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: <input type="checkbox"/> Lawyer <input type="checkbox"/> Student-at-law <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Self	
Name of Lawyer / Student-at-law / Agent (if any) John C.W .McDonald, CD / Heidi Semkowich			
Firm Name (if any) McDonald Paralegal Services Ltd. / HMS Paralegal Services			

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		
Address of Most Usual Place of Residence or Registered Office or Place of Business (Building, Street, Apt, Unit, PO Box Number) 52 Christie Knoll Hts. SW			
City/Town Calgary	Province/Territory Alberta	Postal Code T3H 2V2	
Daytime Phone Number	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, Timothy Kohut, 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.

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

8. 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.instagram.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.

9. 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.
10. The Plaintiff fell victim to the UnitedWeStandPeople OPCA Scam and was duped into bringing unsuccessful defences, and counter actions routed in "money for nothing" schemes including:
 - a. 2403-05588 *Kohut v RBC*; and
 - b. 2403-09627 *RBC v Kohut*

The 05598 action was eventually stayed, and an Apparently Vexatious Litigant Proceeding (AVAP) was initiated. The decision flowing from that proceeding included an order for security for costs. This Order was appealed (2403-0157AC) using materials drafted by Colton Kumar, such appeal has since been abandoned.

11. 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. That Memorandum Orders Costs, and Court Penalties, along with a gatekeeping Order against the Plaintiff.
12. 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.
13. The plaintiff states and the fact is the "wet ink" contract and "securitization" are long debunked pseudo law strategies.
14. 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:

15. 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.
16. Sometime thereafter, but not later than January 19, 2024, Colton Kumar, or Kevin Kumar, or both provided a promissory note for the Plaintiff to sign.
17. 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.

18. The "private lender" is none other than 1304139 B.C. Ltd, who has as it's sole director, Colton Kumar.
19. To date the Plaintiff has paid the sum of \$8,684.72 to 1304139 B.C.LTD., who has not made a single payment to any of the Plaintiff's Creditors.
20. The Promissory note purports an indebtedness of the Plaintiff to the Defendant 1304139 B.C. LTD., in the sum of \$50,000.00 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.
21. 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*.
22. 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.
23. 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.
24. 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 \$15,000.00 which accrue interest pursuant to the *Judgment Interest Act* at a rate of 5.15%

Unjust Enrichment:

25. 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 \$8,684.72
26. The Plaintiff has correspondingly been deprived of the benefit of the funds in at least the sum of \$8,684.72
27. There is no juristic reason why the Defendants should be so enriched.

Unlawful Means Conspiracy:

28. 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.
29. 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.
30. The Conspiracy was directed at the Plaintiff, and others.
31. 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.
32. 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

33. 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.
34. The Plaintiff states, and the fact is, that the conduct of the Defendants is of such a nature that compensatory damages alone are insufficient.
35. 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 their period 2010-2014, some 8-12 years prior to the Accession to the Throne of His Majesty King Charles III, and the statutory renaming of the Court.

Relief Sought:

36. The Plaintiff seeks the following relief, jointly and severally from the Defendants
 - p. Judgment in the sum of \$46,684.72 as follows:
 - i. Fraudulent Misrepresentation – \$15,000.00;
 - ii. Unjust Enrichment –\$8,684.72;
 - iii. Punitive Damages –\$38,000.00
 - 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.

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Action Number
P24901 03260

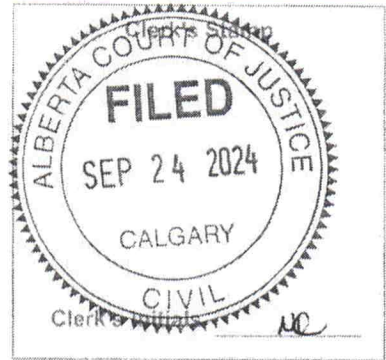
COURT Alberta Court of Justice (Civil)

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: <input type="checkbox"/> Lawyer <input type="checkbox"/> Student-at-law <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Self	
Name of Lawyer / Student-at-law / Agent (if any) John C.W .MCDonald, CD / Heidi Semkowich			
Firm Name (if any) McDonald Paralegal Services Ltd. / HMS Paralegal Services			

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		
Address of Most Usual Place of Residence or Registered Office or Place of Business (Building, Street, Apt. Unit, PO Box Number) 52 Christie Knoll Hts. SW			
City/Town Calgary	Province/Territory Alberta	Postal Code T3H 2V2	
Daytime Phone Number	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 Psuedo-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.publicwatchdog.com/complaintline.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 their period 2010-2014, some 8-12 years prior to the Accession to the Throne 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.

This is **Exhibit "C"**
Referred to in the
Affidavit of John McDonald
Made this 18th Day of December 2024




A Notary Public in and for the Province of Alberta

MARTIN M. REJMAN
Barrister and Solicitor
A Notary Public in and for
The Province of Alberta
My Appointment expires at the
Pleasure of the Attorney General of Alberta

Court of King's Bench of Alberta

Citation: Royal Bank of Canada v Courtoreille, 2024 ABKB 302

Date: 20240524
Docket: 2310 00279
Registry: Red Deer

Between:

Royal Bank of Canada

Plaintiff

- and -

Patrick Courtoreille also known as Patrick John Courtoreille

Defendant

**Memorandum of Decision
of Associate Chief Justice
K.G. Nielsen**

I. Introduction

[1] On March 10, 2023, Royal Bank of Canada (RBC) filed a Statement of Claim alleging that Patrick Courtoreille (Mr. Courtoreille) had an unpaid credit card debt of \$17,067.46 (the *Debt Lawsuit*). Mr. Courtoreille on March 28, 2023 filed a Statement of Defence that acknowledged he had obtained and used a credit card from RBC, but claimed that RBC had "... failed to verify ownership of the indebtedness behind the Contracts ...". Further, Mr. Courtoreille "... [denies] defaulting on the Contract as alleged ..." by RBC, and so the lawsuit should be dismissed.

[2] RBC applied for Summary Judgment, pursuant to rr 7.2-7.3 of the *Alberta Rules of Court*, Alta Reg 124/2010. That Application was heard by Applications Judge Park on August 29, 2023. Applications Judge Park granted judgment in favour of RBC for \$19,452.98 and solicitor client

costs. The August 29, 2023 Decision and Order have not to date been appealed by Mr. Courtorielle.

[3] This matter has been referred to me as the Administrative Justice of the Court of King's Bench of Alberta who responds to abusive litigation and litigants. Here, specifically, the defence advanced by Mr. Courtoireille was based on well-known and rejected Organized Pseudolegal Commercial Argument (OPCA) concepts: *Meads v Meads*, 2012 ABQB 571. Even more serious is that these arguments were advanced by third parties to the litigation: "UnitedWeStandPeople", and at the August 29, 2023 an individual named "Kevin Kumar" (Mr. Kumar). Mr. Kumar acted as Mr. Courtoireille's representative in the August 29, 2023 hearing.

[4] Mr. Kumar is well known to this Court. This Memorandum of Decision responds to Mr. Kumar's illegal and inappropriate involvement in the *Debt Lawsuit*.

II. OPCA Arguments

[5] Part of the evidence submitted by RBC is an Affidavit of Marsha Christensen, sworn on August 24, 2023, that attached communications received by counsel for RBC in the period leading up to the August 29, 2023 hearing. These emails purport to originate from an entity called UnitedWeStandPeople, which is the "Chosen Agent" of Mr. Courtorielle. Here are some of the key elements of those communications:

- 1) Mr. Courtorielle has designated a Chosen Agent in the *Debt Lawsuit*, and RBC and its counsel must interact with that Chosen Agent, UnitedWeStandPeople;
- 2) UnitedWeStandPeople claims that a "Private Lender" will pay Mr. Courtorielle's debts;
- 3) Mr. Courtorielle rejects he has any debts, unless RBC provides:
 - a) an "original wet ink signed loan document (NOT a photocopy)", and
 - b) an affidavit from a "... Chartered Accountant verifying the debt was not sold ..."; and
- 4) neither Mr. Courtorielle or the Private Lender will provide any money unless RBC provides the "wet ink" contract and accountant's affidavit.

[6] The requirement for a wet ink signature contract is a well-documented and notorious pseudolaw debt elimination strategy. Claims that a debt may only be established by an original wet ink signature physical contract are a common and legally rejected OPCA motif deployed as a basis alleged to invalidate debt contracts, e.g., *Gacias v Equifax Canada Co*, 2019 ABQB 640 at para 14; *Royal Bank of Canada v Skrapec*, 2011 BCSC 1827 at para 24, leave to appeal to BCCA refused, 2012 BCCA 10; *Xceed Mortgage Corporation/Corporation hypothécaire Xceed c Pépin-Bourgouin*, 2011 QCCS 2116 at paras 15–18; *Banque Royale du Canada c Tremblay*, 2013 QCCQ 12827 at para 14, aff'd 2013 QCCA 2035 at para 7; *Canadian Imperial Bank of Commerce v Piedrahita*, 2012 NBQB 101 at para 8, leave to appeal to NBCA refused (2012), 387 NBR (2d) 399 (CA); *The Bank of Nova Scotia v Lai-Ping Lee*, 2013 ONSC 6698 at para 10; *First National Financial GP Corporation v Maritime Residential Housing Development Ltd*, 2013 NSSC 219 at para 7; *Toronto-Dominion Bank v Devries*, 2013 CanLII 41978 (Ont Sup Ct (Sm Cl Ct)) at paras 2–3, 40–48; *Banque Royale du Canada c Minicozzi*, 2013 QCCQ 6566 at para 21, aff'd 2013 QCCA 1722; *Bank of Montreal v Rogozinsky*, 2014 ABQB 771 at

paras 24, 41–43, 56, 603 AR 261; *Toronto-Dominion Bank v Thompson*, [2015] OJ No 5141 (QL) at paras 7, 16 (Sup Ct (Sm Cl Ct)); *Alberta v Greter*, 2016 ABQB 293 at paras 2, 11, 16; *Royal Bank of Canada v 101000039 Saskatchewan Ltd*, 2017 SKQB 253 at paras 9, 19; *Knutson (Re)*, 2018 ABQB 858, note 9 at Appendix E; *Royal Bank of Canada v Anderson*, 2022 ABQB 354 at paras 23-24; *Royal Bank of Canada v Anderson*, 2022 ABQB 525 at para 33; *Osadchuk v The King*, 2023 TCC 70 at para 5. If this rule were, in fact, true, then no contract formed via electronic means would ever be enforceable.

[7] Second, the demand for an accountant to verify a debt has not been sold is commonly referred to as the “securitization” OPCA argument. RBC introduced extensive documentation on Mr. Courtorielle’s credit card and its use. However, both UnitedWeStandPeople, and Mr. Kumar at the August 29, 2023 hearing, made extensive and aggressive demands claiming the information before the Court was not enough. The securitization OPCA money-for-nothing argument has also been repeatedly rejected by Canadian courts: e.g., *Royal Bank of Canada v Skrapec*; *Xceed Mortgage Corporation/Corporation hypothécaire Xceed c Pépin-Bourgouin*; *Banque Royale du Canada c Tremblay*; *The Bank of Nova Scotia v Lai-Ping Lee*, *Bank of Montreal v Rogozinsky*; *Alberta v Greter*; *Royal Bank of Canada v 101000039 Saskatchewan Ltd*, *Gacias v Equifax Canada Co*, 2019 ABQB 640, action struck out as an abuse of court processes, 2019 ABQB 739; *Toronto Dominion Bank v Giercke*, 2021 ABQB 262, action struck out as an abuse of court processes, 2021 ABQB 320.

[8] A third pseudolaw scheme is also apparent from the materials received by the Court. The emails in Ms. Christensen’s Affidavit include links to a website, “<https://unitedwestandpeople.com>”. The website obviously promotes legally false OPCA concepts. For example, a link at the top of the website reads “Click Here To Learn More About How To Access Your Birth Certificate Bond”. This same general language, “... reclaim your Birth Certificate Bonds / Birthright ...” is also located in a YouTube video website screen print in Ms. Christensen’s Affidavit, Exhibit “C”. Similarly, another printout in Exhibit “C” states:

Via Your BIRTH CERTIFICATE BOND! Learn How To Access It For FREE!
 UnitedWeStandPeople.com ... If You Are Not Aware Of Your Birth Certificate
 Bond That Has Hundreds of ThousandsOf Dollars In It For You Watch This
 Series ! (sic)

[9] The “Birth Bond” concept is part of “Strawman Theory”, the idea that a person has two halves, a “flesh and blood” entity, and an immaterial “Strawman”. The reproduced website printouts in Ms. Christensen’s Affidavit point to the rather notorious “Meet Your Straw Man” YouTube video. Supposedly, the Strawman is associated with a secret bank account, what the UnitedWeStandPeople Internet materials calls the “Birth Certificate Bond”, that contains vast sums of money that can be tapped with secret techniques and documents: *Meads v Meads*, paras 417-446, 531-543. I have reviewed and rejected Strawman Theory and Birth Bond schemes in *Burles v Lakhani*, 2023 ABKB 409 at paras 9-21.

[10] No Court in any jurisdiction has accepted the stereotypic conspiratorial not-law concepts that make up pseudolaw. Employing pseudolaw is always an abuse of Court processes, and warrants immediate Court response: *Unrau v National Dental Examining Board*, 2019 ABQB 283 at paras 180, 670-671 (*Unrau #2*). Furthermore, any litigation that involves Strawman Theory is presumed to be in bad faith, and for abusive, ulterior purposes: *Fiander v Mills*, 2015 NLCA 31 at paras 37-40; *Rothweiler v Payette*, 2018 ABQB 288 at paras 6-21; *Unrau #2* at para

180. There is no question that UnitedWeStandPeople and Mr. Kumar are advancing rejected and abusive pseudolaw concepts.

[11] Other problematic items disclosed in Ms. Christensen’s Affidavit include that counsel for RBC was threatened with Law Society of Alberta complaints, and allegedly had engaged in “... gross negligence and human rights violations ...”. UnitedWeStandPeople also appears to have created multiple YouTube videos attacking counsel for RBC, and bulk emailed these claims and videos to numerous Alberta law firms and lawyers.

[12] More recently, UnitedWeStandPeople has appeared in two debt related proceedings before the Court of King’s Bench of Alberta:

- (i) *Kerslake v Capital One Bank*, Action No. 2304 00761; and
- (ii) *Kohut v Capital One Bank*, Action No.2403 08261.

In each case the Plaintiffs are debtors who claim to defeat their outstanding debts using the OPCA securitization scheme discussed above. The two Statements of Claim contain duplicate and parallel language, that on a balance of probabilities establishes a common source.

[13] Thus, the UnitedWeStandPeople OPCA debt-elimination scheme is continuing before the Court of King’s Bench of Alberta. That is a reason for the Court to take further steps.

III. Kevin Kumar

[14] As previously indicated, Mr. Kumar, the person who appeared via videoconference and who acted as the representative for Mr. Courtorielle, is well-known to this Court. Along with Derek Ryan Johnson, Mr. Kumar was one of the two directing personalities of a “Dollar Dealer” mortgage fraud scam that operated in the Calgary area in 2010-2014. Associate Chief Justice Rooke provides a detailed review of the Kumar and Johnson operation in *Unrau #2* at paras 205-212. Reproduction of that explanation in full is appropriate to illustrate Mr. Kumar’s background:

... a “Dollar Dealer” swindle that operated between 2010-2014 in the Calgary area. That resulted in the Court in Calgary issuing many *Judicature Act*, ss 23-23.1 court access restriction orders which attempted to manage a mortgage fraud scheme advanced by a number of conspirators who targeted distressed persons whose homes were being foreclosed. The fraudsters also acted as middlemen for investors, and scammed funds from both sides, all the while jousting in court with the original mortgage lenders and court decision makers.

... The Calgary Dollar Dealer ring’s activities included counter-attack lawsuits against opposing parties, their lawyers, and Masters in Chambers of this Court. These scammers and their activities are partially documented in two reported decisions: *Scotia Mortgage Corporation v Gutierrez*, 2012 ABQB 683, 84 Alta LR (5th) 349 and *1158997 Alberta Inc v Maple Trust Co*, 2013 ABQB 483, 568 AR 286 [1158997]. The scam also had an OPCA aspect, since the scammers invoked OPCA theories in their lawsuits to challenge whether banks lend money, claiming instead lenders ‘just create money from thin air’ ...

The scammers even went so far as to set up their own fake vigilante court, the “Alberta Court of Kings Bench” [sic], which issued relatively authentic-looking Statements of Claim targeting those who attempted to recover their lost money.

... The scammers operated under a number of guises, both personal and via a series of corporations. Though many cost awards were made, none appear to have been paid. New personas appeared, one after another, including what may have been an entirely fictional person, “Ty Griffiths”, who interposed himself as an agent for the scammers and their corporations, claiming he was defending their “human rights”: **1158997**, at paras 58-60. Then, a new person appeared in court to, in turn, act as the agent for Ty Griffiths: para 60.

The *Judicature Act*, ss 23-23.1 court access restriction orders issued by this Court as it attempted to control this fraud illustrate the Dollar Dealers’ evasion strategy:

Dec. 15, 2010 - Wilson J, docket 1001-08610 - 1158997 Alberta Ltd is declared a “vexatious litigant” and prohibited from instituting further proceedings itself or on behalf of any other person. This order appears to operate in this Court only.

Feb. 17, 2011 - Strekaf J, docket 1001-14143 - 1158997 Alberta Inc is declared a “vexatious litigant” and is prohibited from instituting further steps in this proceeding without leave, on behalf of itself or any other person.

Nov. 1, 2012 - Master Laycock, docket 1201 09396 - Derek Ryan Johnson and his employees are prohibited from appearing to represent 1158997 Alberta Inc, Partners in Success Mortgage Inc, and any related companies.

Dec. 21, 2012 - Wilson J, docket 1001-08610 - 1158997 Alberta Ltd and 1158897 Alberta Inc are declared “vexatious litigants” and prohibited from instituting further proceedings themselves or on behalf of any other person. This order appears to be limited to operate in this Court only.

July 2, 2013 - Lovecchio J, dockets 1201-11892, 1201-12187, 1201-14301 - 1158997 Alberta Inc, 1660112 Alberta Ltd, 1691482 Alberta Inc, Partners in Success Mortgage Inc, Ashley Critch, Carla Kells, Derek Ryan Johnson, Ty Griffiths, Ajay Aneja are globally prohibited from any litigation activity, except with leave, in all Alberta courts, on behalf of themselves or any other entity or estate. Sarbjit Sarin and Jason Mizzoni are declared vexatious litigants, but no court access restrictions are imposed.

November 12, 2013 - Lovecchio J, dockets 1301-05965, 1301-04219 - 1158997 Alberta Inc, 1603376 Alberta Inc, 1731272 Alberta Inc, Partners in Success Mortgage Inc, and Derek Ryan Johnson, are globally prohibited from any litigation activity, except with leave, in all Alberta courts, on behalf of themselves or any other entity or estate.

... In the end, attempts to control this scam and its participants accounted for two thirds of all global court access restriction orders issued by the judicial officers of this Court in Calgary between 2000-2014. I cannot meaningfully assess the

amount of time and judicial, staff, and victim resources wasted by these individuals.

... What is noteworthy, and, frankly, rather depressing, is viewed objectively, this scenario shows the limits of the current approach to court access restrictions. Though many court orders were issued to rein in these scammers, and cost sanctions were imposed to deter further misconduct, the scammers simply reappeared and counterattacked. New corporate guises and possibly false personas were introduced to draw out the process. In **1158997** Justice Lovecchio explains the kingpin of the scammer ring, Derek Ryan Johnson, was also frustrating parallel efforts by the Real Estate Counsel of Alberta to control his activities: para 74. Johnson had been fined for operating as an unlicensed real estate agent. **These scammers only stopped when Johnson and an accomplice, Kevin Kumar, were found in contempt of court by Martin J and each sentenced to two months in jail: *Real Estate Counsel of Alberta v Johnson*, Calgary 1401-11567, 1401-12622, 1501-02988 (Alta QB).** Johnson and Kumar had also between them accumulated \$125,000.00 in fines, which presumably remain unpaid.

... What the Johnson Dollar Dealer fraud ring illustrates is that even comprehensive court access restrictions can sometimes be circumvented or defeated by motivated and creative abusive court actors. Anyone can register a corporation and thereby obtain a new identity under which to engage in litigation misconduct. The same problem exists for false identities, as illustrated by “Ty Griffiths”. Where a court participant is simply abusing court processes for greed or profit - and succeeding - there is no reason why that individual would do otherwise in the future, provided the benefits obtained continue to outweigh costs.

...

[15] Another Memorandum of Decision by Hawco J illustrates Mr. Kumar operating as the central player in one instance of the Dollar Dealer scheme. In ***Glover v Kumar***, 2012 ABQB 516, the Court was asked to clear the land titles record for a property that had gone through the Dollar Dealer scam, and in which Mr. Kumar was now on title. Justice Hawco describes at paras 7-20 how Mr. Kumar played off the various involved individuals and institutions, and in the process registered a one third interest in the property. Justice Hawco concluded Mr. Kumar had no legitimate interest in the property, ordered the Alberta Land Titles office remove Mr. Kumar’s registration, and observed how Mr. Kumar had deceived multiple actors in the transaction: para 47.

[16] Legal academic investigation has also identified Mr. Kumar as the directing mind of UnitedWeStandPeople, and demonstrated that the current unitedwestandpeople.com website is Mr. Kumar reviving the 2010-2014 Dollar Dealer scam website, “privatesectoract.com”, that offered Strawman Theory and Birth Bond debt and mortgage elimination services: Donald J Netolitzky, “The Dead Sleep Quiet: History of the Organized Pseudolegal Commercial Argument Phenomenon in Canada - Part II” (2023) 60:3 Alta L Rev 795 at 828.

[17] I conclude, based on Mr. Kumar’s history and his more recent activities, that steps should be taken to control Mr. Kumar’s activities before the Court of King’s Bench of Alberta. Mr. Kumar is not a lawyer, so he is prohibited from representing persons before the Court of King’s Bench of Alberta: *Legal Profession Act*, RSA 2000, c L-8 s 106. Mr. Kumar is clearly engaged

in the unauthorized practice of law. That is a first reason why Mr. Kumar should be subject to control. I note that at the August 29, 2023 hearing Mr. Kumar was uncooperative, argumentative, and aggressive.

[18] This Court has a broad and flexible inherent jurisdiction to control its processes, so that the Court may operate effectively to achieve its functions: *R v Cunningham*, 2010 SCC 10 at para 10; I H Jacob, “The Inherent Jurisdiction of the Court” (1970) 23 Curr Legal Probs 23 at 27-28. That inherent jurisdiction includes the authority to remove lawyers, where appropriate: *MacDonald Estate v Martin*, [1990] 3 SCR 1235 at 1245. That same authority applies to non-lawyer representatives and agents. The law in Canada is clear that a Court does not merely have the authority to restrict and control who acts as a legal representative of any type, but, further, that the Court has a positive obligation to ensure persons appearing before the Court are “... properly represented ...”, and “... to maintain the rule of law and the integrity of the court generally ...”: *R v Dick*, 2002 BCCA 27, para 7.

[19] Anyone who uses OPCA concepts abuses the Court: *Unrau #2* at para 180. A person who endorses and/or applies OPCA schemes is not an appropriate litigation representative: *R v Dick*; *Scotia Mortgage Corporation v Landry*, 2018 ABQB 951; *Mukagasigwa v Nkusi*, 2023 ABKB 423, leave to appeal refused 2023 ABCA 272. That is a further reason why Mr. Kumar should be prohibited from participating in litigation in which he is not a party.

[20] Mr. Kumar’s past and current OPCA guru activities, his being incarcerated for contempt after ignoring Court Orders and professional regulation, his promoting money for nothing and debt elimination scams, and his record of abusing lenders and debtors by “playing from the middle” means Mr. Kumar has no legitimate place in the Court of King’s Bench of Alberta, except if he, personally, is a litigant.

[21] Mr. Kumar is not an appropriate litigation representative or McKenzie friend. Mr. Kumar should have no role in the litigation of other people. I conclude Mr. Kumar should not be permitted to participate in the litigation of other people before the Court of King’s Bench of Alberta.

[22] Given these conclusions, I make the following Orders:

1. Kevin Kumar shall only communicate with the Court of King’s Bench of Alberta using the name “Kevin Kumar”, and not using initials, an alternative name structure, or a pseudonym.
2. Kevin Kumar is prohibited from:
 - (i) providing legal advice, preparing documents intended to be filed in the Court of King’s Bench of Alberta for any person other than himself, and filing or otherwise communicating with the Court of King’s Bench of Alberta, except on his own behalf; and
 - (ii) acting as an agent, next friend, McKenzie friend (from *McKenzie v McKenzie*, [1970] 3 All ER 1034 (UK CA) and *Alberta Rules of Court*, Alta Reg 124/2010, ss 2.22-2.23), or any other form of representation in proceedings, before the Court of King’s Bench of Alberta.
3. For clarity, Kevin Kumar is entirely prohibited from any further participation in any sense in these actions:

- (i) *Royal Bank of Canada v Patrick Courtoreille also known as Patrick John Courtoreille*, Court of King's Bench Action No. 2310 00279 proceeding;
 - (ii) *Terry Kerlake v Capital One Bank*, Court of King's Bench Action No. 2304 00761; and
 - (iii) *Timothy Laurea Kohut v Capital One Services (Canada) Inc*, Court of King's Bench Action No. 2403 08261.
4. The Clerks of the Court of King's Bench of Alberta shall refuse to accept or file any documents or other materials from Kevin Kumar, unless Kevin Kumar is a named party in the action in question.

IV. Conclusion

[23] Mr. Kumar is prohibited from participation in Court of King's Bench of Alberta proceedings, except where he, personally, is a named party.

[24] The Court shall prepare the Order giving effect to this Memorandum of Decision. Mr. Kumar and Mr. Courtoreille's approval of that Order is dispensed with, pursuant to the *Alberta Rules of Court*. This Memorandum of Decision and the corresponding Order may be served upon Mr. Courtoreille and Mr. Kumar to the email addresses in the Statement of Defence (Patrick.Courtoreille@gmail.com) and the email communications reproduced in Ms. Christensen's Affidavit (unitedwestandpeople@gmail.com).

[25] A copy of the Memorandum of Decision and Order will also be directed to counsel for RBC and Capital One Bank. In light of Mr. Kumar's resuming his fraudulent OPCA activities in Alberta, I also direct a copy of this Memorandum of Decision and corresponding Order be sent to the Real Estate Council of Alberta, and the Law Society of Alberta.

[26] I very strongly recommend Mr. Courtoreille read the case law cited in this Memorandum of Decision. Most of these judgments may be accessed from the CanLII website (www.canlii.org) at no cost. If Mr. Courtoreille employs pseudolaw tactics in future Court of King's Bench of Alberta litigation then Mr. Courtoreille can anticipate negative outcomes, and potentially litigation and litigant management steps.

[27] Mr. Kumar will likely disagree with this result. Mindful of the *Pintea v Johns*, 2017 SCC 23 instruction that Canadian judges shall provide information on litigation alternatives to persons not represented by lawyers, if Mr. Kumar seeks to challenge steps imposed in this Memorandum of Decision, then the appropriate remedy is with the Court of Appeal of Alberta.

Dated at the City of Edmonton, Alberta this 24th day of May, 2024.

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

Appearances:

None

This is **Exhibit "D"**
Referred to in the
Affidavit of John McDonald
Made this 18th Day of December 2024



A handwritten signature in blue ink, appearing to be "M. Rejman", written over a horizontal line.

A Notary Public in and for the Province of Alberta

MARTIN M. REJMAN
Barrister and Solicitor
A Notary Public in and for
The Province of Alberta
My Appointment expires at the
Pleasure of the Attorney General of Alberta

Court of King's Bench of Alberta

Citation: Bonville v President's Choice Financial, 2024 ABKB 546

Date:
Docket: 2403 01300; 2401 06187; 2403 05588; 2403 09627
Registry: Edmonton

Between:

Action No. 2403 01300
Registry: Edmonton

Claire Bonville

Plaintiff

- and -

President's Choice Financial

Defendant

And between:

Action No. 2401 06187
Registry: Calgary

Sydney Socorro M. Davis

Plaintiff

- and -

President's Choice Financial

Defendant

And between:

Action No. 2403 05588
Registry: Edmonton

Timothy Lauren Kohut

Plaintiff

- and -

Royal Bank of Canada

Defendant

And between:

Action No. 2403 09627
Registry: Edmonton

Royal Bank of Canada

Plaintiff

- and -

Timothy Kohut, also known as Timothy Lauren Kohut

Defendant

**Memorandum of Decision
of Associate Chief Justice
K.G. Nielsen**

I. Introduction

[1] This Memorandum of Decision concludes a litigation management process conducted in Memoranda of Decision reported as *Bonville v President's Choice Financial*, 2024 ABKB 356

(Bonville #1) and **Bonville v President's Choice Financial**, 2024 ABKB 483 (**Bonville #2**). **Bonville #1** and **Bonville #2** responded to a collection of Alberta Court of King's Bench of Alberta lawsuits that were each part of a common Organized Pseudolegal Commercial Argument (OPCA) (**Meads v Meads**, 2012 ABKB 571 (**Meads**) money-for-nothing / debt elimination scam operated by a father and son duo, Colton Kumar and Kevin Kumar, under a number of names, but chiefly "UnitedWeStandPeople". Three individuals - Claire Bonville (Ms. Bonville), Sydney Socorro M. Davis (Ms. Davis), and Timothy Kohut (Mr. Kohut) - used the services of UnitedWeStandPeople to conduct illegal and abusive OPCA defences intended to: (1) block debt collection by lenders; and (2) to retaliate against the lenders for alleged bad conduct, and because the debts in question purportedly did not exist.

[2] **Bonville #2** set a deadline of September 6, 2024 for Ms. Bonville, Ms. Davis, Mr. Kohut, Colton Kumar and Kevin Kumar to make responses, and/or make payments of security for costs to the Clerk of the Court pursuant to r 4.22 of the *Alberta Rules of Court*, Alta Reg 124/2010. None of these individuals took the steps directed or made submissions to this Court. As a consequence, and in the interest of judicial economy, this Memorandum of Decision will not conduct a detailed review of this litigation, and instead relies on the analysis and conclusions in **Bonville #1**, **Bonville #2**, and **Royal Bank of Canada v Courtoreille**, 2024 ABKB 302 (**Courtoreille**) to describe the relevant litigation, the UnitedWeStandPeople scam, and that scam's promoters. This Memorandum of Decision should therefore be read in conjunction with these three decisions.

II. The Debtors - Bonville, Davis, and Kohut

[3] The situation for the three debtors and the Court's steps in response are detailed in **Bonville #2** at paras 39-71. All three debtors engaged in similar conduct, or, more specifically, UnitedWeStandPeople appears to have directed parallel steps on behalf of these debtors. The debtors:

- 1) claimed that they owed no debts because the lender had not produced a "wet ink signature" contract, and because the lender had not disproven the debts were "securitized"; and
- 2) sued for damages, alleging bad conduct by the lenders.

[4] **Bonville #2** at paras 18-38 reviewed the law that rejected the money-for-nothing / debt elimination UnitedWeStandPeople scam as just the most recent duplicate of the same baseless claims that have been previously encountered worldwide. The law is thus very clear, in Canada and in other jurisdictions, that these concepts are consistently rejected and classified as abusive strategies, marketed by unscrupulous people.

[5] This Court has adopted a "put your money where your mouth is" rule when a litigant advances a known and baseless abusive money-for-nothing / debt elimination scheme. The debtors were instructed to by September 6, 2024, either:

- 1) pay into Court security for costs amounts, which if received would result in their legal proceedings and defences continuing; or
- 2) if no security for costs payment was received, the debtors' lawsuits/defences would be struck out, costs imposed, and the debtors were instructed to make submissions on why they should not be subject to a r 10.49(1) of the *Alberta*

Rules of Court penalty for their misuse and abuse of Court processes for ulterior, improper purposes.

[6] No responses or submissions were received from the debtors. The debtors did not pay the r 4.22 of the *Alberta Rules of Court* security for costs amounts. As a consequence:

Ms. Bonville:

- the *Bonville v President's Choice Financial*, Court of King's Bench of Alberta Action No. 2403 01300 Statement of Claim is struck out;
- the *Bonville v President's Choice Financial* Statement of Defence to Counterclaim is struck out;
- President's Choice Financial is granted judgment in the sum of \$7,801.68 along with interest as specified in the Counterclaim at paragraph 14(b);
- President's Choice Financial is awarded \$5,000 in costs, to be paid forthwith by Ms. Bonville; and
- Colton Kumar and Kevin Kumar are jointly and severally liable for the \$5,000 costs award in favour of President's Choice Financial.

Ms. Davis:

- the *Davis v President's Choice Financial*, Court of King's Bench of Alberta Action No. 2401 06187 Statement of Claim is struck out;
- the *Davis v President's Choice Financial* Statement of Defence to Counterclaim is struck out;
- President's Choice Financial is granted judgment in the sum of \$6,060.08 along with interest as specified in the Counterclaim at paragraph 15(b);
- President's Choice Financial is awarded \$5,000 in costs, to be paid forthwith by Ms. Davis; and
- Colton Kumar and Kevin Kumar are jointly and severally liable for the \$5,000 costs award in favour of President's Choice Financial.

Mr. Kohut:

- the *Kohut v Royal Bank of Canada*, Court of King's Bench of Alberta Action No. 2403 05588, May 3, 2024 Noting in Default is set aside;
- the *Kohut v Royal Bank of Canada* Statement of Claim is struck out;
- The *Royal Bank of Canada v Kohut*, Court of King's Bench of Alberta Action No. 2403 09627 Statement of Defence is struck out;
- judgment is ordered in favour of Royal Bank of Canada in *Royal Bank of Canada v Kohut*, and Mr. Kohut is ordered to pay Royal Bank of Canada the sum of \$21,015.54 debt and post-April 26, 2024 interest claimed; and
- Royal Bank of Canada is awarded \$15,000 in costs, to be paid forthwith by Mr. Kohut.

[7] Ms. Bonville, Ms. Davis, and Mr. Kohut were instructed that if they did not pay the security for costs ordered in **Bonville #2** that they may be subject to r 10.49(1) of the *Alberta Rules of Court* penalties for having wasted this Court's resources by engaging proxies to advance known, long-denounced OPCA schemes with the intention of avoiding legal obligations and inflicting cost upon the lenders. The Court instructed the debtors to explain:

- 1) how the debtor had not contravened or failed to comply with the *Alberta Rules of Court*, or a Practice Note or direction of the Court, by advancing an unmeritorious and abusive OPCA proceeding for ulterior bad faith purposes; and/or
- 2) why the debtor had an adequate excuse for his or her initiating and pursuing their money-for-nothing / debt elimination litigation.

[8] I note that **Bonville #2** provided a very detailed analyses of why the UnitedWeStandPeople scheme was wrong in law and presumptively advanced for ulterior, bad faith purposes. I also pointed the debtors to **Meads** and other general authorities on the false and abusive not-law character of OPCA strategies, and reviewed Colton Kumar's and Kevin Kumar's known Court and litigation scammer history. I further observed that the amounts claimed by the debtors were disproportionate, and not potentially grounded in pleadings that explained, for example, why Ms. Bonville was owed \$100,000 for steps by the lender to collect an outstanding debt of \$7,801.68.

[9] I also cited the r 1.2 general purpose and foundational principles provisions of the *Alberta Rules of Court*, which impose these obligations on litigants:

... the parties must, jointly and individually during an action,

- (a) identify or make an application to identify the real issues in dispute and facilitate the quickest means of resolving the claim at the least expense,
- (b) periodically evaluate dispute resolution process alternatives to a full trial, with or without assistance from the Court,
- (c) refrain from filing applications or taking proceedings that do not further the purpose and intention of these rules, and
- (d) when using publicly funded Court resources, use them effectively.

[10] In light of the non-response by the debtors to the request for r 10.49(1) of the *Alberta Rules of Court* submissions, I conclude that the debtors' litigation has interfered with the proper and efficient administration of justice:

- 1) their OPCA litigation strategy is globally identified in law as illegal, unknown to Canadian law, and an abuse of the Court and its processes;
- 2) the specific wet ink signature and securitization OPCA schemes employed by the debtors are notoriously false and abusive, which creates a presumption these money-for-nothing / debt elimination strategies were deployed for ulterior and bad faith purposes;
- 3) the debtors had explicitly employed a scam, UnitedWeStandPeople, and its non-lawyer operators to act as their litigation agents/representatives;

- 4) the debtors engaged in baseless retaliatory steps that sought excessive and ungrounded remedies not supported by any relevant particulars; and
- 5) the debtors were given the opportunity to “put their money where their mouth is”, to establish they engaged this litigation in good faith, as fair-dealing litigants, but instead did not take that opportunity, leading to the inference their attack/counterattack steps did not have a legitimate purpose, but were conducted to inflict expense, cause delay, and defeat legitimate legal rights.

[11] Globally, these steps breach the debtors’ r 1.2 of the *Alberta Rules of Court* obligations to not abuse and misuse Court of King’s Bench of Alberta processes. None of the debtors made any submissions on why their actions had an adequate excuse.

[12] My response to the debtors might be different if they had provided at least some indication they understood their errors and misconduct, and would not engage in parallel activity in the future. But they did not. While that non-response does not aggravate their misconduct, the debtors’ not acknowledging the detailed reasons and law presented to them in *Bonville #2* re-emphasizes why a meaningful and tangible step is appropriate so that the debtors are subject to negative consequences for misusing Court processes to attempt to evade and frustrate collection of legitimate debts.

[13] I, therefore, direct that Ms. Bonville, Ms. Davis, and Mr. Kohut are each ordered to pay a \$5,000 r 10.49(1) of the *Alberta Rules of Court* penalty to the Court of King’s Bench of Alberta Clerk of the Court. This, I stress, is not a debt owed to the Court, but a penalty due to the Province of Alberta for the debtors wasting state and taxpayer resources in their improper attempts to apply a money-for-nothing / debt elimination scheme. The debtors should be aware that if these amounts are not paid, that the Alberta government may engage its debt collection and recovery processes to enforce this Court’s Order by garnishees and other enforcement steps.

[14] Counsel for President’s Choice Financial and Royal Bank of Canada shall prepare and serve the Orders giving effect to Part II of this Memorandum of Decision. The approval of Ms. Bonville, Ms. Davis, Mr. Kohut, Colton Kumar and Kevin Kumar’s of these Orders is dispensed with pursuant to the *Alberta Rules of Court*.

III. Colton Kumar and Kevin Kumar

[15] *Bonville #1*, *Bonville #2*, and *Courtoreille* review and summarize the UnitedWeStandPeople promoters Colton Kumar and Kevin Kumar father and son team litigation and their OPCA activities. In *Bonville #1*, I instructed Colton Kumar and Kevin Kumar provide:

- 1) Affidavit evidence documenting their identification information and Internet activity;
- 2) written argument and Affidavit evidence on why Colton Kumar should not be made subject to prohibitions on representative/agent activities before this Court that parallel those previously imposed on his father in *Courtoreille*;
- 3) written submissions and Affidavit evidence on whether Colton Kumar and Kevin Kumar should not be made jointly and severally liable for costs imposed against Ms. Bonville and Ms. Davis; and

- 4) written submissions and affidavit evidence on whether Colton Kumar and Kevin Kumar should not be subject to a r 10.49(1) of the *Alberta Rules of Court* penalty for directing and engaging in OPCA litigation.

[16] Neither Colton Kumar nor Kevin Kumar responded to these instructions. In **Bonville #2** I imposed representative/agent prohibitions on Colton Kumar and Kevin Kumar (paras 85-91), and made Kevin Kumar and Colton Kumar jointly and severally liable for any costs awards imposed on their clients Ms. Bonville and Ms. Davis (paras 92-105).

[17] Colton Kumar and Kevin Kumar did not provide the Affidavit as required in **Bonville #1** at para 27, and remain in *prima facie* contempt of the Court on that requirement.

[18] Kevin Kumar has not responded to the instructions and submissions requirements in **Bonville #1** and **Bonville #2**, though he has posted multiple videos on the UnitedWeStandPeople websites that reject and denounce the Court of King's Bench of Alberta's decisions and authority. Kevin Kumar is obviously aware of the **Bonville #1** and **Bonville #2** decisions. Colton Kumar and Kevin Kumar on July 18, 2024 copied the Court on an email that comments on and rejects the Court's conclusions in this litigation, and states everything Colton Kumar and Kevin Kumar have done is legal and appropriate. It is the bank lenders who engage in fraud: **Bonville #2** at paras 81-83. Both Colton Kumar and Kevin Kumar were therefore clearly aware of and had notice of this Court's actions, instructions, and decisions.

[19] Thus, Colton Kumar and Kevin Kumar *intentionally* made no response to the **Bonville #1** instruction that they make submissions on whether they should be subject to a r 10.49(1) of the *Alberta Rules of Court* penalty for their UnitedWeStandPeople activities. Rather than immediately proceed to determine whether a penalty of that kind should be imposed, I instead in **Bonville #2** at paras 110-112 gave Colton Kumar and Kevin Kumar one final chance to make submissions to explain their conduct, due September 6, 2024:

... Rather than immediately impose r 10.49(1) of the *Alberta Rules of Court* penalties at this point, I provide Colton Kumar and Kevin Kumar one more opportunity to establish they should not be subject to r 10.49(1) penalties. First, they are in *prima facie* contempt of court for not providing the Affidavit evidence required in **Bonville #1** at para 27. Whether they purge that contempt is a factor I will consider in whether to impose a r 10.49(1) of the *Alberta Rules of Court* penalty, and, if so, the quantum of that penalty.

... Colton Kumar and Kevin Kumar says he is the private lender who will meet the Bonville, Davis, and Kohut debts. If Colton Kumar and Kevin Kumar is truly a good-faith actor, as he claims, then he can demonstrate that by paying into Court funds to pay those debts. If he does not, that has obvious implications as to whether his intentions as the private lender are, or are not, genuine.

... Further, a major objective of any r 10.49(1) of the *Alberta Rules of Court* penalty is not just to penalize abuse of the Court's processes, but to deter further abuse. To date Colton Kumar and Kevin Kumar have said what they do is legal. I have extensively documented why that is not correct, and, instead, their UnitedWeStandPeople scheme is just another example of a commonplace international pseudolaw money-for-nothing / debt elimination strategy. Now Colton Kumar and Kevin Kumar have no excuse to believe that what they do is

correct in law. Thus, I once again invite Colton Kumar and Kevin Kumar to provide submissions and Affidavit evidence that they are not engaged in illegal pseudolaw activities, and, if so, that they have an adequate excuse for their conduct. Those submissions are due on September 6, 2024. If no submissions are received the Court will move to immediately evaluate the requirement for and potential quantum of appropriate penalties against Colton Kumar and Kevin Kumar in relation to the Bonville Attack Lawsuit, Davis Attack Lawsuit, and Kohut Attack Lawsuit UnitedWeStandPeople Court of King's Bench of Alberta litigation.

[20] Kevin Kumar has made no response. Colton Kumar and Kevin Kumar on August 30, 2024 filed a Notice of Appeal of **Bonville #2** with the Court of Appeal of Alberta: *Kumar v PC Financial*, Action No. 2403 0203AC. The entire grounds of appeal are: "Decision is unreasonable and not supported by the evidence".

[21] Since neither of Colton Kumar nor Kevin Kumar have either explained why their conduct does not abuse this Court and the lender parties defendants, nor identified an adequate excuse, I conclude that their actions breach the r 1.2 of the *Alberta Rules of Court* obligation on Court participants to not abuse and misuse Court of King's Bench of Alberta processes, and constitute the unlicensed practice of law before the Court of King's Bench of Alberta. Further, they are OPCA promoters, which in *Meads* were called "gurus", individuals who profit off deploying false not-law concepts that damage their clientele, opposing parties, and waste and misuse Court resources.

[22] The specific wet ink signature and securitization OPCA scams sold by Colton Kumar and Kevin Kumar are so notoriously false and abusive that using these strategies creates a presumption these money-for-nothing / debt elimination strategies were deployed for ulterior and bad faith purposes. I note that what Colton Kumar and Kevin Kumar are selling is, in fact, nothing new, but simply copied from other OPCA gurus worldwide who have unsuccessfully used these same arguments for over a decade.

[23] Colton Kumar and Kevin Kumar operate online, advertising their scam with the promise that it will allow persons to use Court processes to illegally avoid legitimate debts, by frustrating and delaying legitimate Court litigation processes, and consequently wasting Court resources. The demands made by the UnitedWeStandPeople promoters on behalf of their clientele were excessive, disproportionate, and intended to intimidate opposing parties by running up litigation costs.

[24] Colton Kumar, who claims to be a legitimate businessman who buys up debt, was given the opportunity to "put his money where his mouth is", to substantiate his claim that he is eager to assist the debtors, but is only frustrated in doing so by the lenders not complying with his purportedly legitimate requirements. Colton Kumar did not provide funds to substantiate his claim, leading to the inference he never would pay money to anyone, and the UnitedWeStandPeople scheme is simply a sham.

[25] Given these conclusions, I find that Colton Kumar and Kevin Kumar have interfered with the proper and efficient administration of justice and have provided no adequate excuse. I, therefore, impose \$10,000 r 10.49(1) of the *Alberta Rules of Court* penalties on each of Colton Kumar and Kevin Kumar that are to be paid, forthwith, to the Clerk of the Court. As I previously

explained, these are debts owed to the Alberta government, and if not paid may result in collection processes against Colton Kumar and Kevin Kumar.

[26] I also caution Colton Kumar and Kevin Kumar that if they, under the umbrella of the UnitedWeStandPeople scam or its related schemes, again attempt to interfere in other people's litigation before the Court of King's Bench of Alberta, they can anticipate further and larger r 10.49(1) of the *Alberta Rules of Court* penalties, following this Court's established practice: ***Royal Bank of Canada v Anderson***, 2022 ABQB 577. These penalties will increase, stepwise, with each instance of bad conduct, and may be further aggravated by the nature of Colton Kumar's and Kevin Kumar's interference, abuse, and wastage of the Court's limited resources: e.g., ***Docken v Anderson***, 2023 ABKB 291 at paras 27, 30; ***Docken v Anderson***, 2023 ABKB 474 at para 17.

[27] The Court will prepare and serve the Order giving effect to Part III of this Memorandum of Decision. The approval of this Order by Colton Kumar and Kevin Kumar is dispensed with pursuant to the *Alberta Rules of Court*.

IV. Conclusion

[28] Ms. Bonville, Ms. Davis, and Mr. Kohut are subject to litigation steps, costs awards, and r 10.49(1) of the *Alberta Rules of Court* penalties. I am aware these individuals have initiated appeals of earlier decisions of this Court. If they disagree with the results of this Memorandum of Decision, they should seek a remedy from the Court of Appeal of Alberta. I very strongly suggest that Ms. Bonville, Ms. Davis, and Mr. Kohut immediately consult with and retain lawyers. They have not been well served by Colton Kumar and Kevin Kumar, and face the possibility of additional negative consequences.

[29] Colton Kumar and Kevin Kumar are also subject to r 10.49(1) of the *Alberta Rules of Court* penalties. They, too, would benefit from legal counsel and advice.

[30] I caution Ms. Bonville, Ms. Davis, Mr. Kohut, and Colton Kumar and Kevin Kumar that further abuse of the Court of King's Bench of Alberta will have negative consequences, including possible court access restrictions, enhanced costs, additional fines and penalties, and referrals to the Crown for contempt proceedings.

[31] This Memorandum of Decision and the corresponding Order will be sent to Kevin Kumar and Colton Kumar by email to the email address used by Colton Kumar and Kevin Kumar in communicating with the Court: UnitedWeStandPeople@gmail.com. Ms. Bonville and Mr. Kohut will be served to their email addresses in their Court of Appeal of Alberta Appeal Notices: claire@bonville.net, tim.kohut@outlook.com, respectively. Ms. Davis will be served at her mailing address in her Court of Appeal of Alberta Appeal Notice: 125 Eldorado Close NE, Calgary, AB, T1Y 6T3

[32] Copies of this Memorandum of Decision and the corresponding Order will be directed to Counsel for:

- Capital One Bank in the *Terry Kerslake v Capital One Bank*, Court of King's Bench Action No. 2304 00761 proceeding; and
- Capital One Services (Canada) Inc. in the *Timothy Lauren Kohut v Capital One Services (Canada) Inc.*, Court of King's Bench Action No. 2403 08261 proceeding.

[33] I thank Counsel for President's Choice Financial for its very helpful participation in this litigation. I encourage other lenders who encounter OPCA money-for-nothing / debt elimination scams such as the UnitedWeStandPeople scheme to seek steps from this Court to respond to and control these scams, including targeting the hidden hands who direct these proceedings. In this sense, the Court and lenders face a common overarching challenge, but in related ways. Managing these abusive schemes is necessarily a collective effort, as is developing the mechanisms to end this waste of Canadian Court resources.

Dated at the City of Edmonton, Alberta this 16th day of September, 2024.

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

Appearances by writing:

Lindsey E. Miller
Field Law LLP
for the Defendant/Plaintiff by Counterclaim President's Choice Financial

Stephanie C. Chau
Witten LLP
for the Defendant/Plaintiff Royal Bank of Canada

Colton Kumar and Kevin Kumar
Self-Represented Third Party

This is **Exhibit "E"**
Referred to in the
Affidavit of John McDonald
Made this 18th Day of December 2024



A handwritten signature in blue ink, appearing to be "M. Rejman", written over a horizontal line.

A Notary Public in and for the Province of Alberta

MARTIN M. REJMAN
Barrister and Solicitor
A Notary Public in and for
The Province of Alberta
My Appointment expires at the
Pleasure of the Attorney General of Alberta



Litigants duped by fraudsters fight back

FOR IMMEDIATE RELEASE – November 2024

CALGARY ALBERTA

Terry Kerslake and Tim Kohut bring actions in the Alberta Court of Justice against known Fraudster Kevin Kumar and his son Colton Kumar in response to being duped into money for nothing style Organized Pseudo-legal Commercial Argument schemes.

Between 2023 and 2024 Kerslake and Kohut under the direction of the Kevin and Colton Kumar using a now defunct website UnitedWeStandPeople.com brought a number of lawsuits against creditors such as the Royal Bank of Canada, Capital One, and others to their detriment including costs awards. Together the Kumar's through their company 1304139 B.C. LTD have collected a little over \$50,000.00 from Kerslake and Kohut (and who knows how many others).

The UnitedWeStandPeople scam is comprised of some key elements described by Associate Chief Justice Nielsen of Alberta's Court of King's Bench as:

“the debtor claims to have a “private lender” who will pay for any outstanding debt; the debtor demands the debt contract is proven by an “original wet ink signed loan document (NOT a photocopy);” and the lender must provide an affidavit from a chartered accountant to verify the debt was not sold, otherwise no debt exists.”

Kerslake and Kohut have brought actions against Kevin and Colton Kumar in the Alberta Court of Justice claiming Fraud, Conspiracy and Unjust Enrichment. None of the allegations have been proven in Court.

MEDIA CONTACT:

John McDonald, President, McDonald Paralegal Services Ltd.,
j.mcdonald@mcdonaldparalegal.ca

Heidi Semkowich, President, HMS Paralegal Services.,
heidi@hmsparalegalservices.ca