Court of King's Bench of Alberta

Citation: Bonville v President's Choice Financial, 2024 ABKB 483

Date: 20240820
Docket: 2403 01300; 2401 06187; 2403 05588; 2403 09627
Registry: Edmonton and Calgary

Between:

Action No. 2403 01300

Claire Bonville

Plaintiff

- and -

President's Choice Financial

Defendant

And between:

Action No. 2401 06187

Sydney Socorro M. Davis

Plaintiff

- and -

President's Choice Financial

Defendant

And between:

Action No. 2403 05588

Timothy Lauren Kohut

Plaintiff

- and -

Royal Bank of Canada

Defendant

And between:

Action No. 2403 09627

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 and Background

[1] This Memorandum of Decision has both a general and specific focus. Specifically, this Memorandum of Decision has the Court engage processes to manage what appears to be abusive litigation conducted by three individuals to evade debt obligations by means of misapplication of Court processes.

[2] More broadly, this Memorandum of Decision responds to the proliferation of "money-for-nothing" / debt elimination schemes being marketed on the Internet by for-pay promoters

who claim to know secret legal processes and tricks that they will share – for money - to make debts disappear. These promoters often do not directly engage the Court, but instead operate behind the scenes, or as "agents", or "*amicus curiae*", or other status claims such as "human rights defenders".

[3] These schemes and their promoters harm legitimate lenders by inflicting litigation expense and delaying collection. Courts are injured because their resources are wasted by attempts to deploy long-debunked strategies that inevitably fail. What both lenders and Courts face is an industry, an international business model intended to harm both the interests of the lenders and Courts. In the process involved debtors will often be injured as well. The only beneficiaries of this debt elimination strategy are its promoters, who are difficult to address because of their interacting with Courts and lenders via proxies, false fronts, aliases, and corporations, both registered and imaginary.

[4] This Memorandum of Decision takes a new approach. If people want to advance known and rejected not-law claims in relation to their debts, they may be required "to put their money where their mouth is" and take steps to establish their litigation and intentions are genuine.

A. The Proliferation of Pseudolaw "Money-For-Nothing" and Debt Elimination Schemes in Alberta

[5] The Court of King's Bench of Alberta is currently encountering an influx of litigation in which debtors attempt to eliminate or negate debts without any valid legal basis. Sometimes that takes the form of the debtor advancing money-for-nothing and/or debt elimination schemes during a foreclosure or debt collection proceeding, arguing in various ways that the lender does not have a valid interest or claim. Other times the debtor initiates legal proceedings against the lender, alleging wrongdoing by the lender, even demanding penalties or refunds of debt repayments already made.

[6] Several elements unify this debt elimination litigation. These schemes are based on well-known and long debunked Organized Pseudolegal Commercial Argument (OPCA) (***Meads v Meads***, 2012 ABQB 571 (***Meads***)) bases. OPCA are not-law concepts that purport to be the actual law, and promise extraordinary authority, benefits, and immunities. 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***). Money-for-nothing and debt elimination OPCA schemes are nothing new. In Canada new and variant schemes of this kind have regularly appeared for years: Donald J Netolitzky, "After the Hammer: Six Years of Meads v Meads" (2019) 56:4 Alta L Rev 1167 at 1176-1182. Truly novel debt elimination strategies are very unusual. The more common situation is old concepts get recycled, though sometimes dressed up with minor new language and trappings.

[7] The current wave of OPCA money-for-nothing / debt elimination schemes has an underlying commercial basis. These concepts are promoted and sold on the Internet by what Associate Chief Justice Rooke in ***Meads*** called "gurus". This is a long-standing practice in which individuals have made a business of promoting and selling OPCA strategies for their own profit, and for the promised but illusory benefit of their customers: ***Meads*** at paras 85-158. Promoters of this kind currently operating in Alberta ground their claims on various bases.

[8] For example, "minister" Mr. Edward Jay Robin Belanger of the Church of the Ecumenical Redemption International claims he can provide religious immunity from paying

debts, provided you are willing to become a King James Bible literalist: ***ATB Financial v Dimsdale Auto Parts Ltd***, 2024 ABKB 143 (***Dimsdale***). Mr. Belanger rejects any Court authority over his activity, since his "God's law" is supreme: ***Dimsdale*** at para 33. Mr. Belanger was recently banned from representing other individuals in Alberta trial courts, made subject to court access restrictions, and prohibited from physically entering Alberta courthouses: ***Belanger (Re)***, 2024 ABKB 449. However, realistically, these steps do not stop Mr. Belanger from manipulating other victims into self-destructive behaviour, but at least these steps limit Mr. Belanger's direct participation in Court proceedings that then result.

[9] Similarly, another guru named Peter Temple in 2023 surfaced in the Court of King's Bench of Alberta: ***Manulife Bank of Canada v Thomas***, 2023 ABKB 564 (***Thomas***). Mr. Temple claimed to represent a person whose home was being foreclosed and who had outstanding credit card debts. Mr. Temple, who declared he represented the debtor's birth certificate, claimed to have a "private investor" who would take over the debt. Mr. Temple denied there were valid lending contracts and debts. In response Mr. Temple was banned from engaging in lawyer-type activities that relate to Court of King's Bench of Alberta proceedings, and representing anyone before the Court of King's Bench of Alberta: ***Thomas*** at para 27.

[10] That, of course, does not prevent Mr. Temple from continuing to advertise his illegitimate pseudolaw-based debt elimination processes on his website (https://worldcyclesinstitute.com). In fact, it appears that Mr. Temple published a further pseudolaw video promising money for nothing - "The Incredible Mortgage Scam! Exposed!" (online: *YouTube* <www.youtube.com/watch?v=H2a_nJ7oyk4>) - after the ***Thomas*** Memorandum of Decision was released. ***Thomas*** conducted a detailed review of the relevant case law and rebuttal of Mr. Temple's false not-law claims that were rejected by the Court.

[11] In Canada Courts apply the common-sense presumption that people intend the natural consequences of their actions: ***R v Tatton***, 2015 SCC 33. ***Thomas*** explained to Mr. Temple the law, and why the foreclosure and mortgage negation claims he has made will never be successful in Canadian Courts. But Mr. Temple continues to advertise his services. The natural consequence of Mr. Temple's actions is he will cause his customers/clients much harm when they inevitably lose their homes, with substantially reduced equity. I can and do infer Mr. Temple does not care about that inevitable outcome, as long as he gets money. That is the natural consequence of his activity. But again, the Court cannot do anything directly that would stop Mr. Temple and his business. The result is future victims of Mr. Temple's guru activities are predictable.

[12] Some pseudolaw money-for-nothing / debt elimination schemes are objectively bizarre. Perhaps the strangest currently operating in Canada is Ms. Romana Didulo, a middle-aged Filipino immigrant who claims to be a shape-shifting Arcturian extraterrestrial. Ms. Didulo self-identifies as "Her Majesty Queen Romana Didulo of the Kingdom of Canada" "Head of State and Commander-in-Chief, Head of Government, National Indigenous Chief, President and Queen of the Kingdom of Canada": The Kingdom of Canada, online: *The Kingdom of Canada* <www.thekingdomofcanada.ca>); Christine M. Sarteschi, "The Social Phenomenon of Romana Didulo" (2023) 6 International Journal of Coercion, Abuse, and Manipulation DOI: 10.54208/1000/0006/002; Donald J Netolitzky, "New Hosts for an Old Disease: History of the Organized Pseudolegal Commercial Argument Phenomenon in Canada – Part III" (2023) 60:4 Alta L Rev 971 at 981-985. I am unclear how someone who claims to be an otherworldly extraterrestrial and non-human could also be "Indigenous", at least in relation to Canadian Indigenous populations.

[13] Among many other peculiar claims, Ms. Didulo has issued "Royal Decrees" that purport to impact debt obligations. For example, Royal Decree #38 is titled: "Debt Forgiveness/Cancellation of All Financial Obligations for All Canadians (Inside and Outside Canada), Landed Immigrants Status (in Canada), Permanent Resident Status Holders in the Kingdom of Canada", that claims it "... eliminates, in FULL any and all of the following financial obligations ...", followed by a lengthy list that includes everything from mortgages, credit card debts, medical bills, and bankruptcies.

[14] Ms. Didulo also claims that her followers may discharge their debts by "promissory notes", which are literally a document promising to pay a debt at a future point. This debt elimination claim is consistently rejected by common law courts worldwide, e.g., ***Re Boisjoli***, 2015 ABQB 629 at paras 32-34; ***Servus Credit Union Ltd v Parlee***, 2015 ABQB 700 at paras 65-68, ***Canadian Imperial Bank of Commerce v McDougald***, 2017 ABQB 124 at paras 35-37; ***Dove v Legal Aid Ontario***, 2018 ONSC 17 at paras 4, 8; ***Knutson (Re)***, 2018 ABQB 858 at paras 68-71; ***Bank of New Zealand v Donaldson***, [2016] NZHC 1225 at paras 47-52; ***Child Maintenance and Enforcement Commission v Wilson***, 2014 SLR 46; ***Krajciova v Feroz***, [2014] ScotSC 72 at paras 2-3; ***ACM Group Limited v McClymont***, [2014] FCCA 2581 at paras 6, 25; ***Bertola v Australian and New Zealand Banking Corporation***, [2014] FCA 609 at paras 16-17; ***Deputy Commissioner of Taxation v Aitken***, [2015] WADC 18 at paras 65-67; ***Deputy Commissioner of Taxation v Sproule***, [2012] FMCA 1188 at paras 22-23; ***St. George Bank v Hammer (No 2)***, [2015] NSWSC 953 at para 35; ***McLean v Westpac Banking Corporation***, [2013] FCA 126 at para 45; ***Wilmink (Trustee) v Westpac Banking Corporation***, [2014] FCA 872 at para 34; ***Santander (UK) Plc v Parker***, [2015] NICA 41. As Rooke ACJ observed in ***Re Boisjoli*** at para 35, this concept is nonsense, since the end result would be nothing more than "a conga line of promissory notes, each purporting to satisfy the debt of the note one step up the cue".

[15] Unfortunately, this Court now encounters individuals who rely on these meaningless declarations by Ms. Didulo as a purported basis to avoid foreclosures and other debt enforcement steps: e.g., ***Thomas*** a paras 21-22. That does not work. These individuals inevitably face worst-case outcomes, usually losing their homes. In the meantime, "Queen" Ms. Didulo holds often daily Internet video broadcasts - "Queen Romana Tell Real Vision News" - where Ms. Didulo and her inner cadre instruct followers to send Ms. Didulo money. And, apparently, they do, since on that basis Ms. Didulo and a dozen or so core followers have toured Canada in a convoy of recreational vehicles since 2022, and are currently occupying a decommissioned school in Richmound, Saskatchewan.

[16] Reported cases show other provinces also now encounter analogous money-for-nothing / debt elimination scams. For example, the Ontario Courts have rejected two purported Metis groups, the "Kinakwii Private Sovereign Nation" "Sovereign, Indigenous, Aboriginal" country, and the "Anishinabek Solutrean Metis Indigenous Nation", as fake "indigenous status for pay" entities: ***Sarac v Wilstar Management Ltd***, 2021 ONSC 7776, appeal dismissed as an abuse of Court 2022 ONCA 320; ***Mukwa v Farm Credit Canada***, 2021 ONSC 1632, appeal dismissed as an abuse of Court 2022 ONCA 320; ***Farm Credit Canada v 1047535 Ontario Limited***, 2021 ONSC 3820, appeal dismissed as an abuse of Court 2022 ONCA 320 (***Farm Credit***). These groups, led by suspended Law Society of Ontario lawyer Glenn Patrick Bogue, a.k.a. "Spirit Warrior", have argued their "indigenous status for pay" defeats debt collection. For example, the

debtors in ***Farm Credit*** claimed the lender did not provide money but only "print[ed] up numbers in their computer", and, in any case the mortgage cannot apply to "unceded land".

B. UnitedWeStandPeople

[17] This particular Memorandum of Decision responds to a money-for-nothing / debt elimination scheme advanced under the banner of "UnitedWeStandPeople", a scam advanced by Kevin Kumar and Colton Kumar, who are discussed further below. The pseudolaw advanced by UnitedWeStandPeople is reviewed in ***Royal Bank of Canada v Courtoreille***, 2024 ABKB 302 (***Courtoreille***):

> 1) [The borrower] has designated a Chosen Agent in the Debt Lawsuit, and [the lender] and its counsel must interact with that Chosen Agent, UnitedWeStandPeople;
>
> 2) UnitedWeStandPeople claims that a "Private Lender" will pay [the borrower's] debts;
>
> 3) [the borrower] rejects they have any debts, unless [the lender] 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 [the borrower] nor the Private Lender will provide any money unless [the lender] provides the "wet ink" contract and accountant's affidavit.

Thus, the UnitedWeStandPeople scam, as publicly deployed, has three chief components.

1. A Contract Requires a Wet Ink Signature

[18] First, the UnitedWeStandPeople scam demands a contract with a "wet ink" signature. Claims that a debt may only be established by an original wet ink signature physical contract are a common and legally rejected OPCA motif that has for over a decade been deployed in Canada as a purported basis to invalidate debt contracts, e.g., ***Xceed Mortgage Corporation/Corporation hypothécaire Xceed c Pépin-Bourgouin***, 2011 QCCS 2116 at paras 15–18; ***Royal Bank of Canada v Skrapec***, 2011 BCSC 1827 at para 24, leave to appeal to BCCA refused, 2012 BCCA 10; ***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); ***Banque Royale du Canada c Tremblay***, 2013 QCCQ 12827 at para 14, aff'd 2013 QCCA 2035 at para 7; ***The Bank of Nova Scotia v Lai-Ping Lee***, 2013 ONSC 6698 at para 10; ***Toronto-Dominion Bank v Devries***, 2013 CanLII 41978 (Ont Sup Ct (Sm Cl Ct)) at paras 2–3, 40–48; ***First National Financial GP Corporation v Maritime Residential Housing Development Ltd***, 2013 NSSC 219 at para 7; ***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; ***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; ***Gacias v Equifax Canada Co***, 2019 ABQB 640 at para 14; ***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 purported rule of contract law were, in

fact, true, then no contract formed by electronic means would ever be enforceable. Similarly, the usual way consumers make any in-person purchase would not be enforceable, except with atypical paperwork.

[19] This strange claim probably originates from the US, where numerous Court judgments evaluate and reject the requirement for a wet ink signature. For example, the US Fifth Circuit of Appeal in ***Martens v BAC Home Loans Servicing***, 722 F.3d 249 (2013) concluded:

> The first theory posits that to foreclose, a party must produce the original note bearing a wet ink signature. Numerous federal district courts have addressed this question, and each has concluded that Texas recognizes assignment of mortgages through MERS and its equivalents as valid and enforceable without production of the original, signed note. The court summarized Martins's strategy accurately in Wells v. BAC Home Loans Servicing, L.P., No. W-10-CA-00350, 2011 WL 2163987, at *2 (W.D.Tex. Apr. 26, 2011) (internal citations and quotation marks omitted):
>
> > This claim-colloquially called the "show-me-the-note" theory — began circulating in courts across the country in 2009. Advocates of this theory believe that only the holder of the original wet ink signature note has the lawful power to initiate a non-judicial foreclosure. The courts, however, have roundly rejected this theory and dismissed the claims, because foreclosure statutes simply do not require possession or production of the original note. The "show me the note" theory fares no better under Texas law.

[20] The wet ink signature requirement has similarly been rejected in Australia as a pseudolaw debt elimination strategy: e.g., ***ACM Group Limited v McClymont***, [2014] FCCA 2581 at paras 13, 17; ***St George Bank v Hammer (No 2)***, [2015] NSWSC 953 at paras 7, 35; ***Schafer v RHG Mortgage Corporation Ltd [No 2]***, [2015] WASCA 106; ***Australia and New Zealand Banking Group Ltd v Evans; Evans v Esanda Finance Corporation Ltd***, [2016] NSWSC 1742 at paras 110-112 (***Evans***); ***Ennis v Credit Union Australia***, [2016] FCCA 1702 at paras 4, 25-32, 41; ***Permanent Custodians Limited v Sanders***, [2017] VSC 516 at paras 35-36, 45; ***Perpetual Trustees Victoria Limited v Sanders***, [2017] VSC 555 at paras 35-36, 50; ***Lion Finance Pty Ltd v Johnston***, [2018] FCCA 2745 at paras 18-20; ***Bendigo and Adelaide Bank Ltd v Prichard***, [2021] QSC 179 at paras 26-27. In ***Evans*** at para 112, Garling J called this argument "embarrassing", and litigation based on this claim should be struck out on that basis. I agree. The same result has occurred in New Zealand: ***WorkSafe New Zealand v Rayner***, [2022] NZDC 7870 at paras 28-29.

[21] Other Commonwealth-tradition jurisdictions where the wet ink signature OPCA claim has been rejected in reported Court decisions include Northern Ireland (***Santander (UK) Plc v Parker***, [2012] NICh 6; ***Santander UK v Plc Parker (No 2)***, [2012] NICh 20; ***Doherty & nor v Perrett & Ors***, [2015] NICA 52), the Republic of Ireland (***McCarthy & Ors v Bank of Scotland Plc & Anor***, [2014] IEHC 340; ***KBC Bank Ireland PLC v McNamee & anor***, [2016] IEHC 347; ***Bank of Ireland Mortgage Bank v Martin & anor***, [2017] IEHC 707), and Scotland (***Krajciova v Feroz***, [2014] ScotSC 72)

[22] As is clear from this review, the wet ink signature OPCA motif is broadly disseminated and used, world-wide. No nation's Courts have accepted this argument as a basis to defeat a

lender's claim to collect a debt. All have rejected this argument as baseless and a waste of Court resources. In Canada employing pseudolaw arguments is always abusive. Given the simply absurd basis for the wet ink signature claim as a requirement for a contract, and it repeated rejection by common law tradition Courts, world-wide, I conclude that simply advancing this argument creates a *prima facie* presumption of bad faith, and ulterior motive intentions. Canadian Courts have previously categorized some arguments as so broadly and notoriously false that simply raising these concepts creates a negative presumption, for example employing "Strawman Theory" concepts (***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) and the Three/Five Letters foisted unilateral agreement scheme (***Rothweiler v Payette***, 2018 ABQB 288 at paras 6-21).

[23] I find the UnitedWeStandPeople scheme's using the wet ink signature argument both has no basis in law, and that advancing this claim creates a presumption of bad faith and ulterior purpose intentions by the UnitedWeStandPeople principals and their customers. Put another way, anyone who claims they do not need to pay back a debt on this basis is not acting honestly, but with the intention to scam and defraud the lender, and waste Court resources for no valid purpose. In fact and law, there cannot be any other honest intention, if one advances wet ink signature claim.

2. Lenders Must Prove a Loan Has Not Been "Securitized"

[24] The second commonplace pseudolaw debt elimination argument is that a lender must prove that a debt is not "securitized" prior to asserting a claim for outstanding money and interest. The underlying concept is that sometimes lenders sell a debt contract, or may otherwise transfer title to a debt contract. This scheme then argues the debtor post-securitization may not know to whom the debtor truly owes money. So, the securitization argument goes that when Bank A seeks to collect a debt by foreclosing on a property, that bank may be lying about its legal right to claim those funds. Bank A may have sold the mortgage to Bank B (or someone else), and so the debtor would pay Bank A, in good faith, then suddenly discover Bank B is the true debt holder, and now the debtor would be forced to pay the same debt twice. Thus, the debtor, as a precondition to paying anything, supposedly has the right to demand a lender prove it owns the debt, in whatever manner the debtor demands. How else will the debtor truly know who to pay?

[25] There is, of course, an obvious and basic flaw to this argument. If Bank A were to falsely and without right foreclose on a property where the debt was owed to Bank B, then Bank A would have engaged in serious and illegal conduct, in breach of both: 1) the original mortgage contract, and 2) the contract on which Bank A sold Bank B the debt. Regulatory issues would also very probably arise. In short, there is a legal remedy for the strange hypothetical of a lender attempting to assert a debt it no longer owns.

[26] In ***Courtoreille*** at para 7 I identified and reviewed Canadian case law that has examined and rejected the securitization argument: ***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.

[27] Much like the wet ink signature claims, the securitization money for nothing / debt elimination argument has been deployed by many OPCA scammers in other jurisdictions. For example, in the UK the England and Wales High Court (King's Bench Division) recently issued a comprehensive analysis of another instance of the securitization scam, here advanced by "Matrix Solutions", an entity operated by a guru named Iain Clifford Stamp: ***Stamp & Ors v Capital Home Loans Ltd (t/a CHL Mortgages) & Ors***, [2024] EWHC 1092 (***Stamp***). This decision reports on litigation in which over 200 mortgage holders paid Stamp £1,000 each to conduct Court proceedings to eliminate their debts, and, instead, obtain hundreds of thousands of pounds in "damages" from the lenders. The guru/promoter Mr. Stamp did not appear in Court. The ***Stamp*** decision at para 3 states "that [Stamp] was beyond the seas and that he relied upon the documents he had already delivered to the Court".

[28] The Matrix Freedom scam is apparently a large-scale enterprise (para 35):

> ... In separate current proceedings in this Court Mr. Stamp describes himself as "the founder, driving force, and Chairman of Matrix Freedom, a private members association with over 50,000 members" and states that he employs "a full-time staff of over forty individuals to support the services required by my members". Mr Stamp has at least four other claims that are currently before this Court. In these he appears to be active in pursuing defendants who hold unfavourable views about the products and services that are available from Matrix Freedom or as to the nature of the business and how it should be treated, amongst other things, for credit and tax purposes.

In light of the consistent paperwork and uniform characteristic arguments employed in the Matrix Freedom scheme, as well as its hopeless and abusive character, the England and Wales High Court ordered no further litigation by this scheme would be permitted to issue: para 38.

[29] Once again, the securitization claim is not a new one, and has been broadly employed in Commonwealth countries, but never with success:

- Australia: ***RHG Mortgage Corporation Ltd v Astolfi***, [2011] NSWSC 1526 at paras 13-14, 19; ***Westpac Banking Corporation v Mason***, [2011] NSWSC 1241 at paras 29-31; ***RHG Mortgage Corporation v Astolfi***, [2011] NSWSC 1526 at paras 13-14; ***National Australia Bank Limited v Norman***, [2012] VSC 14 at paras 41-43; ***Westpac Banking Corporation v McLean***, [2012] WASC 182 at para 87-99; ***Puglia v RHG Mortgage Corporation Ltd***, [2013] WASCA 143 at para 9; ***Summerland Credit Union Ltd v Lamberton; Summerland Credit Union Ltd v Jonathan***, [2014] NSWSC 547 at para 15; ***Hour v Westpac Banking Corporation Ltd***, [2015] VSCA 57 at paras 64-66; ***St. George Bank v Hammer (No 2)***, [2015] NSWSC 953 at para 35; ***Kanakaridis v Westpac Banking Corporation***, [2015] FCA 1146; ***Collis v Bank of Queensland Ltd***, [2021] VSCA 17.
- New Zealand: ***Bass v Westpac New Zealand Limited***, (24 November 2009) Christchurch CIV 2009-409-002289 (NZ HC) (Nov. 24, 2009).
- Northern Ireland: ***Bank of Scotland PLC v Foster***, [2014] NICh 18; ***Doherty & nor v Perrett & Ors***, [2015] NICA 52.
- Republic of Ireland: ***Wellstead v Judge White & Anor***, [2011] IEHC 438; ***Freeman & anor v Bank of Scotland PLC & Ors***, [2014] IEHC 284 at paras 12-15; ***McCarthy & Ors***

v Bank of Scotland Plc & Anor, [2014] IEHC 340 at para 18; ***Kearney v KBC Bank Ireland Plc & Anor***, [2014] IEHC 260 at paras 24-26; ***Danske Bank A/S v Crowe and Crowe***, [2015] IEHC 567; ***Harrold v Nua Mortgages Ltd.***, [2015] IEHC 15; ***Quearney v Allied Irish Bank Plc***, [2015] IEHC 858 at para 34; ***Danske Bank A/S v Scanlan***, [2016] IEHC 118; ***KBC Bank Ireland PLC v McNamee & anor***, [2016] IEHC 347; ***AIB Mortgage Bank & Anor v Cosgrove***, [2017] IEHC 803 at paras 53-57; ***McMahon & anor v Bank of Scotland PLC & anor***, [2017] IEHC 438 at paras 21-23; ***Start Mortgages DAC v Ryan & Anor***, [2021] IEHC 719 at paras 25-31; ***Start Mortgages DAC v Galibert & Anor***, [2022] IEHC 190 at paras 58-60.

- UK: ***Sinclair v Accord Mortgage Ltd.***, [2014] UKFTT 0303 (PC).

[30] As with the wet ink signature OPCA argument, the securitization pseudolaw money-for-nothing / debt elimination strategy is very clearly false, and has been denounced repeatedly by Courts across the Commonwealth.

[31] On that basis I conclude that any individual who uses this argument as a basis to impose conditions on a lender, and/or deny an obligation to pay a debt, presumptively does so for false, improper purposes, and with an ulterior motive. To be explicit, this presumption is limited to circumstances in which the debtor who refuses to pay has no basis to advance the question "To whom do I owe this money?" If a debtor did have evidence of two or more competing claims for repayment of a loan, then that is potentially a valid argument. What the presumption of bad intent captures are debtors who have no evidence of multiple duplicate debt claims, and who simply demand proof securitization has not occurred, without evidence to support that possibility.

[32] In the context of this Memorandum of Decision and the UnitedWeStandPeople scheme, I conclude that unless rebutted, the promoters and users of this scheme do so with the intention of illegally avoiding their debts, scam their lenders, and in the process misuse and waste this Court's resources without any valid purpose.

3. Anonymous "Private" Lenders or Buyers

[33] A third element of the UnitedWeStandPeople scam is that the UnitedWeStandPeople communications and Court filings state that there is a "private lender" or "private financing" that has agreed to take over the UnitedWeStandPeople client's loan, and this private source will pay the outstanding debt to the lender. The private lender is never identified, nor have UnitedWeStandPeople or its customers provided any basis for the Court or the lenders to believe this claim is real, and/or that the private lender/buyer even exists.

[34] Instead, this unidentified private lender/buyer who will take over a loan is another broader feature of money-for-nothing / debt elimination pseudolaw scams. For example, this same claim was advanced by Temple in ***Thomas*** at para 6, where a never-identified private investor supposedly was willing and eager to take on the mortgage. Of course, that individual and his/her money never materialized.

[35] A variation on this theme is reported in ***ATB Financial v 1719091 Alberta Ltd***, 2024 ABKB 461 at para 11, in which the debtor actually did identify and provide documents from the proposed private lender, an individual named Vanessa Amy Landry. Ms. Landry happened to already be well-known to this Court as a participant in OPCA debt elimination schemes: e.g., ***Scotia Mortgage Corporation v Landry***, 2018 ABQB 951 (***Landry***). There was, naturally, a

catch in Ms. Landry's offer to take on the debt. She would repay the outstanding $1.5 million at a rate of $200 per month.

[36] I find as fact and law that no lender has any obligation to respond to a debt repayment proposals such as these, in which a lender purports to have a third party who will take over a debt, unless the lender and debtor have already agreed in advance to that arrangement in contract. Instead, when critically evaluated in the context of contract law, the whole private lender/buyer scheme falls apart and makes no sense at all. For example, if Debtor A owes Lender B $1,000. Private Lender/Buyer C can enter into a contract with Debtor A to provide $1,000. The terms can be whatever Debtor A and Private Lender/Buyer C choose. That is their own business, and that contract is binding *only* on those two parties: Debtor A and Private Lender/Buyer C. It does not matter if Debtor A used the $1,000 to pay Lender B, or instead buys a new television. Or that Debtor A suddenly discovers that the debt has been securitized to Lender D. Privity of contract means each of these arrangements are separate.

[37] Stripped of its misleading characteristics, what the UnitedWeStandPeople arrangement is - if it were genuine instead of a fraud - is a proposal that Private Lender/Buyer C is taking over the debt contract, as the new debtor, and Private Lender/Buyer is legally binding itself to take on all of Debtor A's contractual obligations, including to pay off the debt. Of course, no lender (primary or securitized) has to agree to that, unless the original debt contract had the very unlikely clause that any third party could come in and purport to become the new debtor. And there is no need for that. If the UnitedWeStandPeople scheme was not a scam, then the result would be two contracts. In contract #2, Private Lender/Buyer C loans Debtor A a sum. Then in the pre-existing loan contract #1, Debtor A pays off their pre-existing debt, ending contract #1. These are two entirely separate transactions, each separately subject to the law of contract.

[38] But that is not what is going on in OPCA money-for-nothing / debt elimination scams in which a private lender/buyer is purportedly involved. These private lender/buyers are nothing more than fictions, or outsiders who unilaterally seek to redefine contract terms, such as with the Landry $200 per month for $1.5 million loan. These are strategies to defraud lenders, and waste Court resources, nothing less.

II. UnitedWeStandPeople Litigation Under Review

[39] This Memorandum of Decision relates to four UnitedWeStandPeople actions which the Court responded to in ***Bonville #1*** and ***Kohut #1***:

- *Bonville v President's Choice Financial*, Court of King's Bench of Alberta Action No. 2403 01300 (*Bonville Attack Lawsuit*)
- *Davis v President's Choice Financial*, Court of King's Bench of Alberta Action No. 2401 06187 (*Davis Attack Lawsuit*)
- *Kohut v Royal Bank of Canada*, Court of King's Bench of Alberta Action No. 2403 05588 (*Kohut Attack Lawsuit*)
- *Royal Bank of Canada v Kohut*, Court of King's Bench of Alberta Action No. 2403 09627 (*Kohut Defence Lawsuit*)

[40] All four of these proceedings are currently stayed: ***Bonville #1*** at para 22; ***Kohut #1*** at paras 7, 11.

[41] The Court now adopts a common approach to each of these Actions given their overlapping OPCA strategies and because each applies the UnitedWeStandPeople money-for-nothing / debt elimination scam. The UnitedWeStandPeople customers have also made a common response, or more accurately, non-response, to ***Bonville #1*** and ***Kohut #1***. In the analysis and response that follows this Court applies the ***R v Tatton*** "... common sense inference that a person intends the natural consequences of his or her actions ...". In other words, when one of the UnitedWeStandPeople customers took OPCA-based steps to impede debt collection, or to assert spurious claims and damages, then the Court can and does infer that these individuals have done so to illegally interfere with their contractual obligations, to frustrate lender litigation by means of Court processes, and with the natural and intended result of wasting Court resources.

A. *Bonville v President's Choice Financial*, Court of King's Bench of Alberta Action No. 2403 01300

[42] Ms. Bonville in ***Bonville #1*** was given until July 5, 2024 to make submissions and/or submit Affidavit evidence as to whether she should be required to pay $10,000 in security for costs in the *Bonville Attack Lawsuit*. Ms. Bonville made no response to this Court. She did, however, file an appeal with the Court of Appeal of Alberta (*Bonville v President's Choice Financial*, Action No. 2403 0137AC) in which the entire grounds of appeal read: "Decision is unreasonable or not supported by evidence."

[43] Counsel for President's Choice Financial (PC Bank) concludes that a r 4.22 of the *Alberta Rules of Court*, Alta Reg 124/2010 security for costs Order is appropriate, primarily under the r 4.22(e) general factor authority. PC Bank has submitted the July 16, 2024 Affidavit of Brian Reid that documents and substantiates the debt owed by Ms. Bonville, and confirmed that the debt owed by Ms. Bonville is to PC Bank itself, and has not been sold or transferred to some other entity. I accept that uncontested evidence. PC Bank characterizes the *Bonville Attack Lawsuit* as a groundless OPCA scheme intended to defeat PC Bank's valid claim under its credit card contract with Ms. Bonville. I agree.

[44] On March 1, 2024, PC Bank filed a Counterclaim to enforce and collect the credit card debt owed by Ms. Bonville. On March 13, 2024, Ms. Bonville filed a Statement of Defence to Counterclaim which makes stereotypic UnitedWeStandPeople securitization arguments and that indicates Ms. Bonville is represented by Colton Kumar.

[45] Ms. Bonville has been identified as engaging the UnitedWeStandPeople OPCA scam. There is no apparent legitimate basis for her *Bonville Attack Lawsuit* or its $100,000 quantum: ***Bonville #1*** at paras 20-21. Ms. Bonville was given the opportunity to make submissions, but has provided nothing to challenge the Court's evaluation that the *Bonville Attack Lawsuit* is an illegitimate abusive proceeding. I, therefore, conclude that Ms. Bonville shall pay the Clerk of the Court $10,000 in security for costs pursuant to r 4.22 of the *Alberta Rules of Court* by September 6, 2024. Ms. Bonville now has the opportunity to put her money where her mouth is, if she does genuinely believe she has a valid basis for the *Bonville Attack Lawsuit* that seeks $100,000 in damages.

[46] If the $10,000 r 4.22 of the *Alberta Rules of Court* security for costs is not paid to the Clerk of the Court by September 6, 2024, then, without any further Order of the Court:

1) the *Bonville Attack Lawsuit* Statement of Claim is struck out as a for profit pseudolaw-based abuse of the Court and the Defendant PC Bank;

2) the *Bonville Attack Lawsuit* Statement of Defence to Counterclaim is struck out;

3) judgment of $7,801.68 is granted in favour of PC Bank, along with interest as specified in the Counterclaim at paragraph 14(b); and

4) PC Bank is awarded $5,000 in costs, to be paid forthwith by Ms. Bonville.

[47] In calculating the lump sum quantum of costs award to PC Bank, I take into account:

- the r 10.29(1) of the *Alberta Rules of Court* presumption that costs are due to PC Bank;
- baseline cost amounts due to PC Bank as set in Schedule C of the *Alberta Rules of Court* for a proceeding in which the quantum in dispute is $100,000;
- r 10.33(1) of the *Alberta Rules of Court* factors implicated by the abusive OPCA character of the *Bonville Attack Lawsuit*; and
- the natural inference that results since Ms. Bonville's litigation had no genuine basis, and she is not willing to put her money where her mouth is.

[48] If the *Bonville Attack Lawsuit* is terminated in this manner a lump sum award is appropriate, following this Court's approach to bring problematic litigation to a timely and conclusive endpoint: e.g., ***Uhrik v Barata***, 2023 ABKB 517; ***Uhrik v Terrigno***, 2023 ABKB 223; ***Rana v Rana***, 2022 ABQB 139, leave to appeal denied 2022 ABCA 179; 2022 ABCA 306, leave to appeal to SCC refused, 40505 (9 March 2023); ***Doniger v Law Society of Alberta***, 2021 ABQB 200; ***Liu v Kadiri***, 2024 ABKB 271, leave denied 2024 ABCA 250.

[49] Rule 1.2 of the *Alberta Rules of Court* sets the foundational principles for how civil litigation must be conducted in Alberta. That provision imposes these obligations on parties:

> ... 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.

A person conducting OPCA-based litigation breaches all of these obligations. My negative conclusions as to the character of wet ink signature and securitization arguments above means someone who engages these strategies presumptively breaches the r 1.2 of the *Alberta Rules of Court* directions with a bad faith motive, ulterior purposes, and abusive illegitimate objectives.

[50] If Ms. Bonville does not by September 6, 2024 pay the $10,000 security for costs ordered above, then Ms. Bonville also has a deadline of September 6, 2024 to provide argument and/or Affidavit evidence as to why she should not be subject to an additional r 10.49(1) of the *Alberta Rules of Court* penalty paid to the Clerk of the Court, specifically:

1) how Ms. Bonville has 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 Ms. Bonville has an adequate excuse for her initiating and pursuing the *Bonville Attack Lawsuit*?

B. *Davis v President's Choice Financial*, Court of King's Bench of Alberta Action No. 2403 06187

[51] The situation with the *Davis Attack Lawsuit* is essentially the same. Ms. Davis has not responded to ***Bonville #1***, except by filing a Civil Notice of Appeal in the Court of Appeal of Alberta: *Davis v President's Choice Financial*, Action No. 2403 0138AC. The ground of appeal in this case reads: "Decision is unreasonable or not supported by evidence."

[52] Counsel for PC Bank makes the same submissions in relation to the credit card debt owed by Ms. Davis. PC Bank has submitted a July 16, 2024 Affidavit of Brian Reid that documents and substantiates the debt owed by Ms. Davis, and that the debt owed by Ms. Davis is to PC Bank itself. I accept that uncontested evidence. PC Bank characterizes the *Davis Attack Action* as a groundless OPCA scheme intended to defeat PC Bank's valid claim under its credit card contract with Ms. Davis. I agree.

[53] On June 7, 2024, PC Bank filed a Counterclaim to enforce and collect the credit card debt owed by Ms. Davis. On June 12, 2024, Ms. Davis filed a Statement of Defence to Counterclaim which makes stereotypic UnitedWeStandPeople securitization arguments.

[54] I conclude the same outcome now results. Ms. Davis shall pay the Clerk of the Court $10,000 in security for costs pursuant to r 4.22 of the *Alberta Rules of Court* by September 6, 2024. Ms. Davis therefore also has the opportunity to put her money where her mouth is, if she does genuinely believe she has a valid basis for the *Davis Attack Lawsuit* that seeks $100,000 in damages.

[55] If the $10,000 r 4.22 of the *Alberta Rules of Court* security for costs is not paid to the Clerk of the Court by September 6, 2024, then without any further Order of the Court:

1) the *Davis Attack Lawsuit* is struck out as a for profit pseudolaw-based abuse of the Court and the Defendant PC Bank;

2) the *Davis Attack Lawsuit* Statement of Defence to Counterclaim is struck out;

3) judgment of $6,060.08 is granted in favour of PC Bank, along with interest as specified in the Counterclaim at paragraph 15(b); and

4) PC Bank is awarded $5,000 in costs, to be paid forthwith by Ms. Davis.

[56] If Ms. Davis does not by September 6, 2024 pay the $10,000 security for costs ordered above, then Ms. Davis also has a deadline of September 6, 2024 to provide argument and/or Affidavit evidence as to she should not be subject to an additional r 10.49(1) of the *Alberta Rules of Court* penalty, specifically:

1) how Ms. Davis has 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 Ms. Davis has an adequate excuse for her initiating and pursuing the *Davis Attack Lawsuit*?

C. *Kohut v Royal Bank of Canada*, Court of King's Bench of Alberta Action No. 2403 05588

[57] The *Kohut Attack Lawsuit* follows the same pattern as the previous two matters. Mr. Kohut in a March 24, 2024 Statement of Claim demanded $250,000 in damages for "False Credit Reporting". The Statement of Claim makes the usual UnitedWeStandPeople attack variant claims that Mr. Kohut (by his private lender) will pay his debt, but only if the Royal Bank of Canada (RBC) proves a contract and debts according to Mr. Kohut's demands.

[58] In ***Kohut #1*** I concluded the *Kohut Attack Lawsuit* had no apparent valid legal basis, since it is based on OPCA UnitedWeStandPeople arguments. The *Kohut Attack Lawsuit* was stayed. Mr. Kohut was instructed if he seeks to pursue this litigation, then he must put his money where his mouth is, or provide an explanation to the Court why he should not pay to the Clerk of the Court $25,000 in security for costs pursuant to r 4.22 of the *Alberta Rules of Court* by July 12, 2024.

[59] That deadline has passed without a response from Mr. Kohut. Instead, Mr. Kohut on July 11, 2024 filed an appeal of ***Kohut #1*** (*Kohut v Royal Bank of Canada*, Action No. 2403 0157AC), which states:

> **5. Provide a brief description of the issues:**
>
> The appeal challenges the trial court's characterization of requesting proof of debt ownership as an Organized Pseudolegal Commercial Argument (OPCA) scheme and the imposition of $25,000 in security for costs in Kohut v Royal Bank of Canada and $10,000 in security for costs in Royal Bank of Canada v Kohut.
>
> **6. Provide a brief description of the relief claimed:**
>
> The appellant seeks to overturn the orders requiring payment of security for Costs and to assert the right to request proof of debt ownership without such requests being deemed as OPCA schemes.

[60] I note this appeal appears to be premature since ***Kohut #1*** did not, factually, impose a security for costs requirement on Mr. Kohut. However, this Memorandum of Decision does take that step. Mr. Kohut shall pay the Clerk of the Court $25,000 in security for costs pursuant to r 4.22 of the *Alberta Rules of Court* by September 6, 2024. If Mr. Kohut does genuinely believe he has a valid basis for the *Kohut Attack Lawsuit*, as stated in his Notice of Appeal, then he can put up $25,000 in advance of that lawsuit that claims $250,000 in damages.

[61] If the $25,000 r 4.22 security for costs is not paid to the Clerk of the Court by September 6, 2024, then without any further Order of the Court:

1) the May 3, 2024 Noting in Default is set aside;

2) the *Kohut Attack Lawsuit* is struck out as a for profit pseudolaw-based abuse of the Court and the Defendant RBC; and

3) RBC is awarded $10,000 in costs, to be paid forthwith by Mr. Kohut.

[62] As I have previously indicated with the *Bonville Attack Lawsuit* and the *Davis Attack Lawsuit*, a lump sum costs award here is appropriate to bring this abusive OPCA litigation to an end. The quantum of the lump sum costs here is larger than in the *Bonville Attack Lawsuit* and the *Davis Attack Lawsuit* because the two previous lawsuits fell into column 2 of Schedule C of the *Alberta Rules of Court*. The $250,000 sought by Mr. Kohut means his default costs calculation falls into the higher column 3 of Schedule C, and thus warrants this larger costs award.

[63] I also Order that if the $10,000 lump sum costs amount becomes due because Mr. Kohut does not pay security for costs, then RBC may, without further Order, add that costs award to the outstanding credit card debt that Mr. Kohut is seeking to avoid. Negative costs consequences for Mr. Kohut incurred in the *Kohut Attack Lawsuit* are deemed by the Court as part of the costs payable to RBC under the terms of the credit card contract for recovery of the outstanding and unpaid credit card debt. I take this step in response to the *Kohut Attack Lawsuit*'s illegitimate objective of driving up expenses for RBC in recovery of debts owed to RBC. That, after all, is the ultimate underlying purpose of money-for-nothing / debt elimination scams like the UnitedWeStandPeople scheme. If the debt cannot be negated, then the scammer kingpins and their customers plan would succeed, and impose illegitimate expenses and delay that would, operationally, frustrate debt collection by making enforcing legal rights uneconomical.

[64] In parallel with the other UnitedWeStandPeople attack lawsuits, if Mr. Kohut does not by September 6, 2024 pay the $25,000 security for costs Ordered above, then Mr. Kohut also has a deadline of September 6, 2024 to provide argument and/or Affidavit evidence as to he should not be subject to an additional r 10.49(1) of the *Alberta Rules of Court* penalty, specifically:

1) how Mr. Kohut has 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 Mr. Kohut has an adequate excuse for his initiating and pursuing the *Kohut Attack Lawsuit*.

D. *Royal Bank of Canada v Kohut*, Court of King's Bench of Alberta Action No. 2403 09627

[65] The final lawsuit addressed in this Memorandum of Decision is the *Kohut Defence Lawsuit*. Here, RBC on May 15, 2024 filed a Statement of Claim that sued Mr. Kohut to recover $21,015.54 in debts and post-April 26, 2024 interest. This is the debt that Mr. Kohut in the *Kohut Attack Lawsuit* claimed he has an unnamed private lender to take over the loan.

[66] Mr. Kohut on June 10, 2024 filed a Statement of Defence that deployed the stereotypic UnitedWeStandPeople scam defence that Mr. Kohut had a private lender who would take over the debt, and pay RBC, but that RBC had failed to prove the existence of the debt owed to RBC in an adequate manner. This is the same UnitedWeStandPeople pseudolaw defence rejected in ***Courtoreille***. ***Kohut #1*** at para 11 instructed that Mr. Kohut had until July 12, 2024 to make submissions on why Mr. Kohut should not be required to pay into Court $10,000 in security for costs, pursuant to r 4.22 of the *Alberta Rules of Court*. As noted above, Mr. Kohut made no response in this Court but instead filed an appeal to the Court of Appeal of Alberta.

[67] Since Mr. Kohut has provided no basis to challenge this Court's conclusion that his June 10, 2024 Statement of Defence is baseless and an OPCA attempt to avoid his debt obligations to

RBC, I order that Mr. Kohut shall pay the Clerk of the Court $10,000 in security for costs pursuant to r 4.22 of the *Alberta Rules of Court* by September 6, 2024. If Mr. Kohut does genuinely believe he has a valid basis to refuse to pay his outstanding debts because he has an unnamed private lender, and that Mr. Kohut can unilaterally set how a debt is proven, as stated in his Notice of Appeal, then Mr. Kohut can put up $10,000 to establish he conducts this defence in good faith, and not as a strategy to abuse RBC and the Court.

[68] If the $10,000 r 4.22 of *Alberta Rules of Court* security for costs is not paid to the Clerk of the Court by September 6, 2024, then without any further Order of the Court:

1) the June 10, 2024 Statement of Defence is struck out;

2) judgment is ordered in favour of RBC, and Mr. Kohut is ordered to pay RBC the $21,015.54 debt and post-April 26, 2024 interest claimed; and

3) RBC is awarded $5,000 in costs, to be paid forthwith by Mr. Kohut.

D. Conclusion

[69] Whether the four UnitedWeStandPeople scheme lawsuits now continue is up to Ms. Bonville, Ms. Davis, and Mr. Kohut. All have filed appeals with the Court of Appeal of Alberta; however that does not affect processes at this Court.

[70] I suggest that these individuals very carefully review the case law cited in this Memorandum of Decision. Most of these case decisions are available at no cost on the CanLII, AustLII and BaiLII websites. I also recommend these individuals consult with a lawyer accredited to practice law in Alberta. These individuals face potentially serious legal consequences.

[71] Ms. Bonville, Ms. Davis, and Mr. Kohut might also want to ask Colton Kumar and Kevin Kumar these questions, adapted from a list that Associate Chief Justice Rooke included in ***Meads*** at para 668:

1. Why do Colton Kumar and Kevin Kumar seem to have little, if any, wealth, when they say they hold the proverbial keys to untold riches?

2. Why do Colton Kumar and Kevin Kumar not go to Court themselves, if they are so certain of their knowledge? If they say they have been to Court, ask them for the proceeding file number, and see if their account is accurate. Those are public records.

3. Can Colton Kumar and Kevin Kumar identify even one reported Court decision in which their techniques proved successful? If not, why then are all successes a tale of an unnamed person, who knew someone who saw that kind of event occur?

4. How are Colton Kumar’s and Kevin Kumar’s ideas different from the OPCA gurus who have been unsuccessful and found themselves in jail? Why did Kevin Kumar end up with a two-month prison sentence for contempt of Court?

5. Will Colton Kumar and Kevin Kumar promise to indemnify you, when you apply the techniques they claim are foolproof? If not, why?

6. If they cannot explain these points, then why should they not pay for their actions?

III. Colton Kumar and Kevin Kumar

[72] In ***Courtoreille*** at paras 14-17 I reviewed the abusive litigation record of Kevin Kumar. In brief, Kevin Kumar was one of two kingpins who between 2010 and 2014 operated a large scale OPCA money-for-nothing / debt elimination mortgage scam under the name "PrivateSectorAct.com". That URL now redirects traffic to the UnitedWeStandPeople.com website. During this period Kevin Kumar conducted a "Dollar Dealer" scam which this Court was unable to manage using conventional litigation and litigant management steps, as reviewed in ***Unrau #2*** at paras 205-212. The PrivateSectorAct.com scammers launched multiple lawsuits and appeals, including those that targeted Court decision makers, created new corporations to continue their scams, and deployed what appear to be false aliases and agents. PrivateSectorAct.com even went so far as to set up a fake vigilante court, the "Alberta Court of Kings Bench" (sic) that issued what to a layperson might appear to be valid Court filings and Orders.

[73] Court countermeasures under the *Judicature Act*, *Alberta Rules of Court*, and common law processes utterly failed to constrain these strategies. What finally ended the PrivateSectorAct.com scam was that Kevin Kumar was found guilty of contempt of court and sentenced to two months incarceration: ***Real Estate Counsel of Alberta v Johnson***, Calgary 1401-11567, 1401-12622, 1501-02988 (Alta QB).

[74] In 2023 Kevin Kumar resurfaced and appeared in the ***Courtoreille*** proceeding, acting as the debtor's OPCA litigation representative. On that basis in ***Courtoreille*** at para 22 I imposed these restrictions on Kevin Kumar:

> 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 Alberts 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;
>
> (ii) *Terry Kerslake v Capital One Bank*, Court of King's Bench Action No. 2304 00761; and
>
> (iii) *Timothy Lauren 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.

Kevin Kumar did not appeal this result.

[75] In the *Bonville*, *Davis*, and *Kohut* UnitedWeStandPeople litigation a different person has been involved; a "Colton Kumar". Since Kevin Kumar has a history of making up fictitious names and entities, this Court considered it possible this is just another pseudonym. On that basis the Court ordered in ***Bonville #1*** at para 27 that Kevin Kumar and Colton Kumar (if there is such a person) shall by July 5 2024 submit to my office and serve on counsel for PC Bank:

1) an Affidavit that:

a) deposes the personal mailing addresses, telephone numbers, and email addresses of Kevin Kumar and Colton Kumar;

b) deposes the URLs of all Internet and social media websites operated by Kevin Kumar and Colton Kumar, directly, or indirectly as UnitedWeStandPeople or any other purported debt elimination service; and

c) attaches as exhibits a Canada or provincial government-issued identification document that includes a photograph and date of birth of Kevin Kumar and Colton Kumar;

2) Written Submissions and Affidavit evidence as to why Colton Kumar should not be subject to the same representative and lawyer activity restrictions imposed on Kevin Kumar in ***Courtoreille*** at para 22; and

3) Written Submissions and Affidavit evidence as to why:

a) Kevin Kumar and/or Colton Kumar should not be made joint and severally subject to pay any costs awards made against the Plaintiffs in the Bonville lawsuit and/or the Davis lawsuit; and

b) Kevin Kumar and/or Colton Kumar have an adequate excuse so that they are not subject to r 10.49(1) of the *Alberta Rules of Court* penalties for their directing and engaging in OPCA litigation.

[76] PC Bank and other potentially relevant litigants were invited to provide submissions and Affidavit evidence concerning Kevin Kumar, Colton Kumar, and the UnitedWeStandPeople business: ***Courtoreille*** at para 29.

[77] Nothing was received from either Kevin Kumar or Colton Kumar by July 5, 2024. That means that Kevin Kumar and Colton Kumar are in *prima facie* contempt of Court in relation to production and submission of the Affidavit with their information, websites, and identification.

[78] PC Bank filed a July 11, 2024 Affidavit sworn by Alma Corado that documents information concerning UnitedWeStandPeople, its operation, and Colton Kumar and Kevin Kumar. I accept this evidence as accurate. First, Colton Kumar is an actual person. A September 18, 2021 obituary of a Joan Anne Kumar indicates Kevin Kumar is Colton Kumar's father. The Corado Affidavit includes information linking these two individuals and their joint participation in the UnitedWeStandPeople scheme. Thus, UnitedWeStandPeople is a father/son operation. I conclude, on a balance of probabilities, that the UnitedWeStandPeople operation is a shared

collaborative venture between Colton Kumar and Kevin Kumar. The Corado Affidavit also provides images of these two individuals. I reproduce these below as Appendices "A" and "B" for the purposes of public, government, and regulatory information and enforcement. This step is appropriate because Colton Kumar and Kevin Kumar did not meet this Court's ***Bonville #1*** at para 27 Order.

[79] Based on the Corado Affidavit, UnitedWeStandPeople appears to now operate under a number of names:

- CreditorControl.ca (https://www.creditorcontrol.ca/), and affiliated social media TikTok page (@iongivafuxxwututhink) and Instagram account (@themoneymink), apparently operated by Colton Kumar;
- UnitedWeStandPeople (https://unitedwestandpeople.com/) and affiliated YouTube account (https://www.youtube.com/@unitedwestandpeople9472), apparently operated by Kevin Kumar;
- ReduceMyDebtByThousands (https://reducemydebtbythousands.com/) and affiliated YouTube account (https://www.youtube.com/@reducemydebtbythousands3734) and Facebook page (https://www.facebook.com/reducemydebtbythousands/); and
- Debt Consolidation in Canada – Beat The Banks – Secrets Exposed (https://www.facebook.com/debtconsolididationincanada/) and YouTube channel (@reducemydebtbythousands4006).

[80] The Corado Affidavit confirms my conclusion in ***Courtoreille*** at paras 5-10 that Kevin Kumar employs OPCA strategies, including endorsing presumptively abusive Strawman Theory concepts and the wet ink signature and securitization schemes. As reviewed above, Colton Kumar is doing the same. On the basis of this information, and the Court's findings in ***Courtoreille***, ***Bonville #1***, and ***Kohut #1***, I conclude that Kevin Kumar and Colton Kumar are collaborators in the UnitedWeStandPeople scam and its broader manifestations. I will generally respond to these two individuals together for that reason.

[81] After the deadlines for submissions set in ***Bonville #1*** at para 27 expired, the Court on July 18, 2024 received an unsigned email from the email address "unitedwestandpeople@gmail.com", which appears to have been directed to counsel for PC Bank, and copied to the Court. That attached an undated electronic document titled "Letter to K.G. NEILSEN Response to order" (sic), and signed by "Colton Kumar Affected Party". In the email and "Letter", Colton Kumar:

1) denies he is involved in any OPCA schemes;

2) discloses he is the private lender in the UnitedWeStandPeople scheme, who operates a business, 1304139BCLTD, in:

> ... which he is under contract with the borrowers to pay, Colton Kumar's actions to validate debts before paying them are entirely within his legal rights and align with consumer protection principles ...

3) states PC Bank and the Court are engaged in fraud;

4) threatening a media and publicity campaign that PC Bank is misleading the Court, and that Loblaws cannot afford the scandal resulting from its lending misconduct with the UnitedWeStandPeople borrowers;

5) that:

> ... any attempt to restrict or shut down Colton Kumar's business websites would violate his rights under the **Canadian Charter of Rights and Freedoms**, specifically Section 2(b), which guarantees freedom of thought, belief, opinion, and expression, including freedom of the press and other media of communication ...

and

6) that the Corado Affidavit does not comply with the "**Canadian Rules of Court**".

[82] I note in relation to these claims that there is no such thing as the "Canadian Rules of Court". PC Bank is not subject to *Charter* prohibitions, since PC Bank is not a government actor: ***Dolphin Delivery Ltd v RWDSV***, Local 580, 1986 CanLII 5 (SCC), [1986] 2 SCR 573; In Canada economic and business activity is not protected by the *Charter*: ***Irwin Toy Ltd v Quebec (Attorney General)***, 1989 CanLII 87 (SCC), [1989] 1 SCR 927, 58 DLR (4th) 577. Furthermore, there is no constitutional right to abuse Court processes: ***Trial Lawyers Association of British Columbia v British Columbia (Attorney General)***, 2014 SCC 59 at para 47.

[83] Colton Kumar's July 18, 2024 correspondence has no legal weight because, as he himself argued, in Alberta documentary evidence must take the form of an Affidavit. Though Colton Kumar was directed to provide evidence in that manner in ***Bonville #1***, he has not done so. Despite that, I accept Colton Kumar's correspondence for two points:

1) Colton Kumar and Kevin Kumar admitting they have received the ***Bonville #1*** and ***Kohut #1*** Memoranda of Decision; and

2) Colton Kumar and Kevin Kumar do not dispute their participation in and direction of the UnitedWeStandPeople scheme.

[84] The Court now moves to three issues.

A. Representation and Litigation Restrictions on Colton Kumar

[85] First, the Court in ***Bonville #1*** requested submissions from Colton Kumar as to why he should not be subject to the same representation and litigation activities as were imposed on Kevin Kumar in ***Courtoreille*** at para 22. In his July 18, 2024 materials Colton Kumar provided no principled argument as to why he should not be subject to the Kevin Kumar ***Courtoreille*** management steps. What is particularly relevant is Colton Kumar instead openly admits he engages the same money-for-nothing / debt elimination schemes as his father, and Colton Kumar declares he is doing nothing wrong.

[86] 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 (***MacDonald Estate v***

Martin, 1990 CanLII 32 (SCC), [1990] 3 SCR 1235 at 1245) and determine whether non-lawyers are appropriate representatives, agents, and other kinds of participants in Canadian legal proceedings (***R v Dick***, 2002 BCCA 27; ***Van Nostrand (Re)***, 2024 ABKB 293; ***World Energy GH2 Inc v Ryan***, 2023 NLSC 109 (***Ryan***); ***Lemay v Zen Residential Ltd***, 2023 ABKB 682; ***AVI v MHVB***, 2020 ABQB 489 (***AVI***)).

[87] 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*** at para 7.

[88] 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 or participant in other persons' litigation: ***R v Dick***; ***Ryan***; ***Dimsdale***; ***Landry***; ***Thomas***; ***AVI***; ***Mukagasigwa v Nkusi***, 2023 ABKB 423, leave to appeal refused 2023 ABCA 272; ***Gauthier v Starr***, 2016 ABQB 213, leave denied 2018 ABCA 14; ***Shannon v The Queen***, 2016 TCC 255.

[89] Colton Kumar's participation in the UnitedWeStandPeople money-for-nothing / debt elimination scheme, both directly and as a directing mind, means Colton Kumar has no legitimate place in the Court of King's Bench of Alberta, except if he, personally, is a litigant. He is not an appropriate litigation representative or *McKenzie* friend. Colton Kumar should have no role in the litigation of other people. I conclude Colton Kumar should not be permitted to participate in the litigation of other people before the Court of King's Bench of Alberta.

[90] Given these conclusions, I direct that Colton Kumar should be subject to the same litigation representation and activity restrictions imposed on Kevin Kumar in ***Courtoreille***:

1. Colton Kumar shall only communicate with the Court of King's Bench of Alberta using the name "Colton Kumar", and not using initials, an alternative name structure, or a pseudonym.
2. Colton 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, Colton Kumar is entirely prohibited from any further participation in any sense in these actions:
    (i) *Bonville v President's Choice Financial*, Court of King's Bench of Alberta Action No.: 2403 01300
    (ii) *Davis v President's Choice Financial*, Court of King's Bench of Alberta Action No.: 2401 06187

(iii) *Kohut v Royal Bank of Canada*, Court of King's Bench of Alberta Action No.: 2403 05588; and

(iv) *Royal Bank of Canada v Kohut*, Court of King's Bench of Alberta Action No.: 2403 09627

except to the degree of making submissions and entering Affidavit evidence in relation to r 10.49(1) of the *Alberta Rules of Court* penalty steps engaged in ***Bonville #1*** and this Memorandum of Decision.

4. The Clerk of the Court of King's Bench of Alberta shall refuse to accept or file any documents or other materials from Colton Kumar, unless Colton Kumar is a named party in the action in question.

[91] The Court will prepare the Order giving effect to this part of this Memorandum of Decision. Colton Kumar's approval of that Order is dispensed with pursuant to the *Alberta Rules of Court*. If Colton Kumar disagrees with this result, he should seek a remedy from the Court of Appeal of Alberta.

B. Joint and Several Costs

[92] In ***Bonville #1*** I requested submissions on whether "Kevin Kumar and/or Colton Kumar should not be made joint and severally subject to pay any costs awards made against the Plaintiffs in the Bonville lawsuit and/or the Davis lawsuit". If ordered, that would mean Colton Kumar and Kevin Kumar would each be equally liable as Ms. Bonville and Ms. Davis for any unfavourable cost awards made against Ms. Bonville and Ms. David.

[93] PC Bank took the position that step was appropriate. Colton Kumar and Kevin Kumar provided no arguments as to why they should not be made jointly and severally liable for the costs awards against their clientele. That said, it appears in his July 18, 2024 materials, Colton Kumar did claim his activities are legal, legitimate, and nothing more than ordinary business practices. Colton Kumar's correspondence claims that:

> ... all similar cases in Ontario, Saskatchewan, and British Columbia have been met with upstanding due process for all parties involved, and adhere to fundamental fair trade practices.

[94] I presume this claim is supposedly an explanation for why the UnitedWeStandPeople scam is legitimate. However, I put no weight on that, given: (1) no Affidavit evidence supports that, and (2) Colton Kumar has not provided a single Court judgment that rejects the wet ink signature and securitization case law reviewed above, or Court filings that would substantiate his claim.

[95] Colton Kumar claims he is not engaged in prohibited OPCA-based activities. I have reviewed above why that is incorrect, and, instead, he and Keven Kumar's activities are only one instance of an international pattern of parallel pseudolaw money-for-nothing / debt elimination scams. I find as fact that Colton Kumar is an OPCA guru, like Kevin Kumar. Both propagate and sell pseudolaw scams to make money.

[96] Additional relevant factors are:

- Evidence shows that Colton Kumar and Kevin Kumar are facilitating and instructing the UnitedWeStandPeople clientele, including both in interactions with lenders, but also appearing in Court.
- Colton Kumar and Kevin Kumar are operating websites in which they, personally, advertise and promote the UnitedWeStandPeople scam with videos, OPCA declarations, and promises that are obviously false in law. They openly seek to recruit others to (purportedly) benefit from their special knowledge money-for-nothing and debt elimination schemes.
- Colton Kumar has disclosed that he, personally, is the anonymous private lender who purports to be eager to take over other peoples' debts. If true, then Colton Kumar has taken no steps to actually put his money where his mouth is. Instead, until now, Colton Kumar has concealed he is the private lender from the Court and the lenders. I infer that Colton Kumar has no legitimate intention to take on other peoples' debts, unless he plans to "pay" for those debts using the Strawman Theory concepts that were employed by Kevin Kumar during the PrivateSectorAct.com period, and that Kevin Kumar has advertised on the UnitedWeStandPeople website: ***Courtoreille*** at paras 8-10.

[97] Beyond that, as I have previously reviewed, Colton Kumar is nothing but an intruding busybody in other peoples' loan contract arrangements. If he wants to engage in contractual arrangements with debtors, that is his business, but privity of contract means he cannot step into a debtor's shoes and make demands or dictate the terms of a loan contract, unless the lender permits him to do so.

[98] The problem, as I explained in ***Bonville #1*** at para 13, is that promoters like Colton Kumar and Kevin Kumar are out of reach of the usual tools available to Courts that could alter or mitigate the misconduct of these pseudolaw guru promoters:

> The current situation with the emerging UnitedWeStandPeople OPCA debt elimination / "money for nothing" scam is even worse. One or more individuals are advertising on the Internet that they have secret techniques that will eliminate debt. That has now led to a large array of different but centrally coordinated litigants entering into the Court apparatus, using parallel techniques and documents, but in separate litigation processes. This litigation debt elimination business is the proverbial hydra with many heads, sprouting from a body that is out of reach.

[99] I conclude, in the absence of other meaningful tools to manage Internet-based money-for-nothing / debt elimination scams, that the persons who direct and benefit from these schemes should also be directly responsible for the expense they inflict on lenders. For that reason, I order that Colton Kumar and Kevin Kumar are each liable, on a joint and several basis, for any cost award made against Ms. Bonville and Ms. Davis in the *Bonville Attack Lawsuit* and the *Davis Attack Lawsuit*.

[100] Furthermore, I conclude this gurus/promoters liability for costs mechanism should be a general principle of law. Gurus/promoters of pseudolaw-based money-for-nothing / debt elimination schemes should be jointly and severally liable for cost awards made against their customers. Having a Court take that step will usually require either:

1) Evidence that the guru/promoter was a courtroom participant in an OPCA-based money-for-nothing / debt elimination process. Examples where that threshold has been established include Kevin Kumar in ***Courtoreille***, "minister" Mr. Belanger in ***Dimsdale***, and Mr. Temple in ***Thomas***. In these circumstances, the guru/promoter's direct participation is sufficient basis for the Court to immediately order joint and several costs in favour of the lender.

2) Evidence that the guru/promoter is:

   a) acting as a litigation representative and/or agent during interactions with the lender, purporting to advance pseudolaw-based money-for-nothing / debt elimination claims; and/or

   b) preparing documents, either directed to the lender or the Court, that purport to advance pseudolaw-based money-for-nothing / debt elimination claims.

3) Evidence that the guru/promoter is engaged in Internet advertising of pseudolaw-based money-for-nothing / debt elimination schemes in which the guru/promoter is directly or indirectly obtaining benefits from those claims, and evidence which links the debtor's OPCA-based activities to the guru/promoter's scheme.

[101] I conclude that Colton Kumar and Kevin Kumar satisfy all these criteria for joint and several costs. It is only fair that lenders be able to recover their expenses from the individuals who caused those unnecessary and illegal costs. In relation to the third category, I note that the threshold evidence to link the guru/promoter to a particular scheme will probably develop as Courts evaluate under what exact circumstances imposing this joint and several cost structure is appropriate.

[102] Nevertheless, I conclude this category should be evaluated generously, keeping in mind the objectives:

1) of Courts acting to protect their own functions, as is mandated in ***British Columbia (Attorney General) v Council of Canadians with Disabilities***, 2022 SCC 27 at para 1;

2) of fairness to lenders who face abuse by arms-length money-for-nothing / debt elimination guru/promoter that are otherwise out of reach;

3) that money-for-nothing / debt elimination guru/promoters experience meaningful negative consequences for their actions; and

4) upholding the confidence of the public in the rule of law and enforcement of contracts.

[103] To illustrate this approach, and while not determining this point as a question of law and fact, I would, for example, consider that "Queen" Ms. Didulo might be jointly and severally subject to cost awards against "her subjects", when those followers refuse to pay their debts on the basis of Ms. Didulo's "Royal Decrees" and/or promissory notes. In coming to that determination, I note:

1) Ms. Didulo is claiming special knowledge and authority to eliminate debts;

2) people are relying on these Royal Decrees and promissory notes to attempt to resist, frustrate, and/or negate foreclosures and other debt collection processes;

3) Ms. Didulo's followers often end up in Court, where they inevitably lose, causing unnecessary expense and resource wastage to the lenders and Courts; and

4) Ms. Didulo is obtaining a benefit from her claims by obtaining money from her followers.

[104] These observations suggest that, with the appropriate evidence, a Court might impose joint and several costs against Ms. Didulo where the debtor attempted to resist, frustrate, or negate a debt collection step on the basis of Ms. Didulo's so-called authority.

[105] If Colton Kumar and/or Kevin Kumar disagree with this step then they should seek a remedy with the Court of Appeal of Alberta. Given my analysis above, I note that the joint and several costs award now imposed in the *Bonville Attack Lawsuit* and the *Davis Attack Lawsuit* would probably also be appropriate for the *Kohut Attack Lawsuit* and the *Kohut Defence Lawsuit*, and any other Court of King's Bench of Alberta matters that involve UnitedWeStandPeople money-for-nothing / debt elimination strategies.

C. r 10.49(1) of the *Alberta Rules of Court* Penalties Against Colton Kumar and Kevin Kumar

[106] The joint and several costs awards above are intended to provide a meaningful sanction against the gurus/promoters of the UnitedWeStandPeople scheme, and to help cure the illegal pseudolaw-based injuries caused to the lender PC Bank because of Colton Kumar's and Kevin Kumar's activities.

[107] However, that does not mitigate and/or deter injury to the Court, and how the Court has been forced to waste its time and resources in responding to this pseudolaw litigation. Chief Justice Wagner of the Supreme Court of Canada recently in ***British Columbia (Attorney General) v Council of Canadians with Disabilities***, at para 1 defined "access to justice":

> Access to justice depends on the efficient and responsible use of court resources. Frivolous lawsuits, endless procedural delays, and unnecessary appeals increase the time and expense of litigation and waste these resources. To preserve meaningful access, courts must ensure that their resources remain available to the litigants who need them most - namely, those who advance meritorious and justiciable claims that warrant judicial attention. (Emphasis added.)

[108] Thus, it is up to Courts themselves to protect their function. When faced with arms-length pseudolaw money-for-nothing / debt elimination promoters, I concluded in ***Bonville #1*** that steps by the Court itself to impose sanctions for damage inflicted on the Court by OPCA gurus like Colton Kumar and Kevin Kumar should be evaluated. At paragraph 27(3)(b) I invited Colton Kumar and Kevin Kumar to make submissions as to why:

> ... Kevin Kumar and/or Colton Kumar have an adequate excuse so that they are not subject to r 10.49(1) of the Alberta Rules of Court penalties for their directing and engaging in OPCA litigation.

[109] I interpret the July 18, 2024 correspondence of Colton Kumar to be a candidate excuse: (1) UnitedWeStandPeople does not engage in OPCA strategies, and (2) Colton Kumar is just a

legitimate businessman making peoples' debts go away. I have rejected these grounds. Kevin Kumar has not directly provided any explanation of why he should not be penalized.

[110] 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.

[111] Colton Kumar says he is the private lender who will meet the Bonville, Davis, and Kohut debts. If Colton 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.

[112] 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.

IV. Conclusion

[113] I very strongly suggest that Ms. Bonville, Ms. Davis, Mr. Kohut, Colton Kumar and Kevin Kumar immediately consult with and retain lawyers. This Memorandum of Decision has provided a detailed guide forward as to impending steps in their litigation, as well as the consequences of their choices. They should get legal advice to help minimize negative consequences.

[114] 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 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@outook.com, respectively.

[115] 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.

[116] 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 Ms. Bonville, Ms. Davis, Mr. Kohut, Kevin Kumar, and/or Colton Kumar seek to challenge steps imposed in this Memorandum of Decision, then they should seek a remedy from the Court of Appeal of Alberta.

Dated at the City of Edmonton, Alberta this 20th day of August, 2024.

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

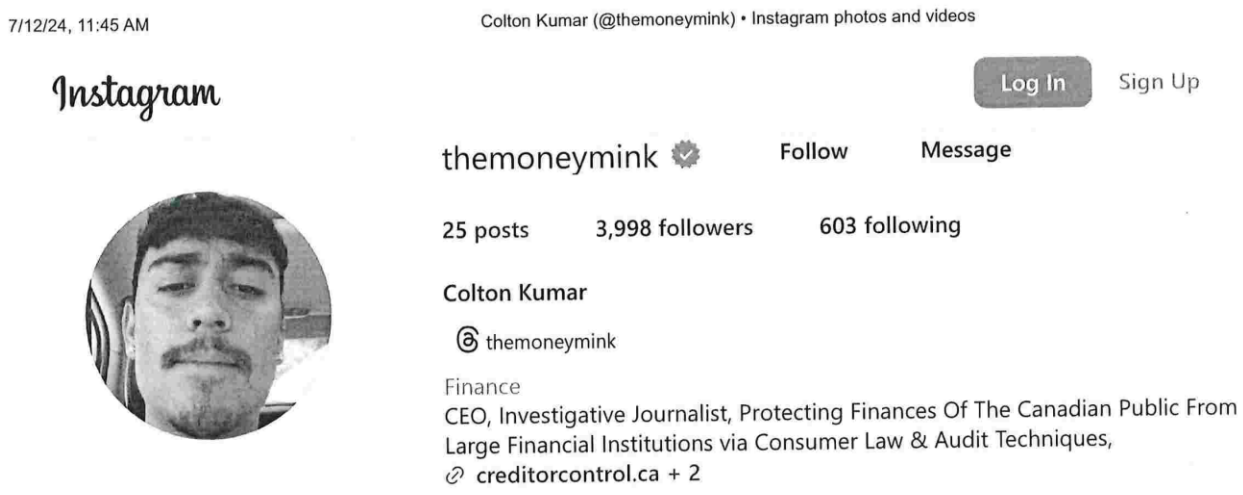
Appearances by writing:

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
Self-represented Third Party

Appendix "A" – Instagram Page and Photograph of Colton Kumar



Appendix "B" – Still From Video Recording of Kevin Kumar