

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

Colton Kumar and Kevin Kumar
Self-Represented Third Party