

TRO Exhibit 4

ORIGINAL

DECLARATION OF NICOLA BENTON Pursuant to 28 U.S.C. §1746

1. My name is Nicola Benton and I reside in Ottawa, Ontario, Canada. The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.

2. On May 16, 2008, I received an automated phone call from a company offering a service to lower my credit card interest. The recorded message prompted me to press 1 to speak to a live person. I pressed 1 and spoke with three representatives of the company. The company was not identified to me initially. When the representatives explained what services the company provided, each of them merely identified themselves as individuals who provided this service. Only after I inquired further did a representative identify the company as Mutual Consolidated Savings (MCS). I thought MCS was a Canadian-based company because the representatives said that the company had many clients in Ontario in particular, and mentioned specific towns nearby where the company had clients.

3. The first representative, a woman, asked if I currently had any outstanding balances on my credit cards, bank loans, or lines of credit. I explained that I had one credit card account in particular with a balance and high interest rate, although I didn't know what it was specifically. Without knowing my specific interest rates, she told me that MCS would be able to lower the interest rate on all of my credit cards, bank loans, and lines of credit from 3% to 12%. The representative said that there was no charge to sign me up for this service and that the company makes its money by recouping from my savings. She explained that the company would save me thousands of dollars in interest by negotiating a lower interest rate on my behalf with the credit card company. I did have one credit account with a high interest rate and was interested in learning more about the MCS service. While I was making payments on my card at that time, I was strained financially because I was on maternity leave from work. Due to the very little income I was receiving at the time, I believed this was an attractive and appropriate financial move for me at that time.

4. In order to provide me with more information about this service, the first representative

transferred me to a second representative who asked for specific personal information. This representative asked for my name, address, and general information about all my credit cards and bank loans.

5. I indicated some interest in this service for one of my credit cards, so the second representative transferred me to a third representative. The third representative asked for detailed information for the one credit card for which I wanted the interest rate to be lowered, my CIBC Aerogold Visa. When the representative asked for my credit card information, I was told that the company knew that my CIBC Aerogold card began with 4500 and was asked for the rest of the number. I provided my credit card number, expiry date, CID number, and the credit card balance for my CIBC Aerogold card. At that time, I did not know and was unable to provide the current interest rate on this account. When I gave this information I still had not been informed that I was going to be charged a fee for the MCS service.

6. When I was finally informed that I would be charged \$800 for this service, I expressed my uncertainty at accepting this charge because initially I had been told that there wouldn't be a charge for the service. However, I was quickly assured that this amount would be recouped in the amount of money I would save so fast that it would look like a charge but really it would hardly be noticeable. The MCS representative reassured me that I would recoup the cost in just three months. The representative did not clarify whether the \$800 was in American Dollars or Canadian Dollars. Because I thought that the company was local, I assumed that the charge would be in Canadian Dollars. The conversation was very fast paced and under the assumption that I would recoup the money in only three months and that it was in Canadian Dollars, I authorized \$800 CAD to be charged to my credit card on May 16, 2008.

7. I was not informed of any cancellation policy. The representative only said that I could contact the company at anytime if I had any questions, and provided a customer service number to call. On May 17, 2008, after speaking with my husband and deciding that we did not want the services of MCS, I called MCS to advise them that I didn't want to participate in their program. I called MCS using the customer service number provided in the initial phone call, and asked them to cancel and have the \$800 credited back to my credit card account. I told the MCS representative that I had consulted with my

husband when deciding to cancel and at that point, the MCS representative asked to speak with my husband. My husband got on the phone and repeatedly said that we didn't want the service and wanted a refund, but the MCS representative would not agree. The representative said the charge had already been processed, that it was non-refundable, and that the company would be sending us a package in the mail with forms for us to sign and send back to them. She said that the package would include information about the services they provide and a deadline by which we must complete and return the form. The MCS representative said that this package would provide details on the specific savings for my CIBC Aerogold account. My husband asked them not to send us anything, but the MCS representative insisted that we could not cancel, so my husband hung up the phone.


8. After my husband hung up the phone, I tried to call MCS back using the same telephone number we had just called, but that number no longer worked. I searched on the Better Business Bureau (BBB) website for another contact number for MCS, and found a MCS customer contact number at 1-800-943-3250. I called this number and asked to speak to the customer contact representative. The person who answered the phone said that the customer contact representative could not speak to me because she was in a meeting. I asked if I could stay on the line and wait, but she said that it wasn't possible and that the customer contact representative would call me back. She didn't call me back. I phoned the 1-800-943-3250 MCS number about three more times over the next 24 hours and I was never able to speak with anyone.

9. On May 19, 2008, there was a charge of \$795 USD at an exchange rate of 1.017 to equal \$808.57 CAD posted on my CIBC Aerogold Visa credit card by "IP-MCS Programs 8009433250." A true and correct copy of the credit card statement is attached at Exhibit A. I contacted CIBC Visa that day to cancel my credit card and I asked for a reverse-charge. The CIBC Visa representative said that CIBC Visa would initiate an investigation and adjust my account. My husband and I called MCS again on May 20, 2008, asking for a refund. This time we informed the MCS representative that we had disputed the charge with our bank. The MCS representative agreed to refund my account later that day. My credit card was

credited on May 21, 2008, in the amount of \$795 USD at an exchange rate of 0.966 to equal \$768.32 CAD by "IP-MCS Programs 8009433250." The difference in the amount credited versus the amount charged was due to the fluctuating exchange rate between the USD and CAD. After speaking with the credit card company, and making a claim with CIBC Visa's Fraud Department, CIBC Visa refunded my account the difference of \$40.25.

10. I swear or affirm under penalty of perjury that to the best of my knowledge and belief the foregoing is true and accurate.

Dated: Feb. 27, 2009

Signed: 
Nicola Benton



CIBC Credit Card Services
Services de Cartes de Cr dit CIBC
PO Box/CP 4058, STN/SUCC A
Toronto, Ontario
MSW 1L8

JUNE 13, 2008

NICOLA M BENTON
9 MORRIS ST
OTTAWA ON K1S 4A6

Dear NICOLA M BENTON,

RE: CREDIT CARD NUMBER [REDACTED]

We are writing in response to your inquiry about the transaction for \$808.57 from IP-MGSPROGRAMS billed on your statement dated 05/19/08.

Please note that a credit adjustment of \$40.25 has been applied to your account and will be reflected on your next credit card statement. In addition, we will also reverse any applicable interest charges related to the disputed amount.

To learn more about a transaction that you do not believe is valid and for information about disputed transactions, please visit our website at www.cibccards.com/charges.

Thank you for taking the time to contact us and for giving us the opportunity to respond. If we can be of further assistance, please contact us at 1-866-629-8397 (in Canada and the U.S.) or 416-784-7100 (from elsewhere) and one of our Representatives will be pleased to assist you. We value your business and trust you will continue to find that your GIBC credit card delivers the best in service and convenience.

Sincerely,

Mohamed Khaliquzzaman
Director, Customer Support Services, CPD
1-800-897-0551 (Fax number)

022822687-SA75-LTR520

Transactions from May 9 to June 8, 2008

Your payments

Trans date	Post date	Description	Amount(\$)

Total payments

Your interest

Trans date	Post date	Description	Annual interest rate	Amount(\$)

Total interest this period

Your new charges and credits

→ Identifies Mileage Multiplier™ transactions that have earned 1.5 Aeroplan Miles for every dollar spent (a Bonus of 50% more). Any returns/credits are deducted at the same rate.

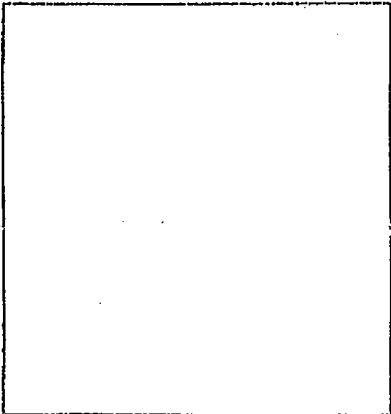
Trans date	Post date	Description	Spend Categories	Amount(\$)
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Card number				

May 19	May 20	IP-MCSPROGRAMS 8009433250	Foreign Currency Transactions	808.57
		795.00 USD @ 1.017069182**		
May 20	May 21	IP-MCSPROGRAMS 8009433250	Foreign Currency Transactions	-768.32
		795.00 USD @ 0.966440252**		

Card number				

Information about your CIBC Aerogold Visa account



If you find an error in this statement you must tell us within 30 days of the last day of the statement period shown on the front of this statement. If you do not, we may regard this statement as final (except for credits which have been posted in error).

How we charge interest: a) On purchases: For non-Quebec residents, no interest is charged on a New Purchase appearing on this statement if we receive payment for your full Balance by the payment due date and we have received payment for the full Balance shown on your previous monthly statement by the payment due date. For Quebec residents, no interest is charged on a New Purchase appearing on this statement if we receive payment for your full Balance on this statement by the payment due date. Regardless of residency, if interest is charged on a New Purchase, it will be charged from the transaction date until we receive a payment which covers the New Purchase.

b) On Cash Advances, Convenience Cheques and Balance Transfers: Interest is charged on Cash Advances beginning on the day they are taken. For Balance Transfers and Convenience Cheques, interest is charged beginning on the day these are posted to your Visa Account. We stop charging interest on Cash Advances, Balance Transfers and Convenience Cheques on the day we receive a payment which covers the amount of the transaction in question in accordance with the Cardholder Agreement.

Payment period extensions: If we did not receive full payment of the Balance on your last monthly statement, your payment due date was automatically extended this month by 5 days to give you extra time to make your payment. Interest will continue to accrue for the extended period. When we receive your full Balance, your payment due date will change back to your regular payment due date.

** Foreign currency transactions are charged the same conversion rate CIBC is required to pay plus an administration fee of 2.5% of the converted amount. This fee applies to both credits and debits.

For more information, please refer to the CIBC Visa Cardholder Agreement.

* See the CIBC and Aeroplan® in terms of the use of CIBC Visa® and Aeroplan are registered trademarks of CIBC and Aeroplan respectively.