

TRO Exhibit 12

ORIGINAL

DECLARATION OF MOLLY GARCIA
Pursuant to 28 U.S.C. §1746

1. My name is Molly Garcia and I reside in Edinburg, Texas. The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.
2. On November 20, 2007, I received a call from Mutual Consolidated Savings (MCS). The MCS representative told me that MCS could help me out by lowering the interest rates on my credit cards. They said that they could lower my interest rates to 2-6% from 16-24%. The MCS representative told me they would do this by negotiating on my behalf with my credit card companies in a three-way call with me on the line.
3. I told the MCS representative that I had already tried this strategy with my credit card companies. The MCS representative responded, "Well, we work with these companies." I thought that they would be able to work with the companies in a way that I could not because they had a program set up for this purpose. The MCS representative informed me that the program would cost \$899 and I consented to the charge because I thought MCS would save me enough money that this would be a worthwhile expenditure. MCS charged my credit card for \$899.
4. Two weeks passed without any contact from MCS and so I called MCS to set up an appointment. I did not have my first appointment until over a month later, when I was contacted by a woman described as my account manager. I participated in three or four three-way calls with this MCS representative. While I was on the line, the MCS representative called my credit card company. She told the credit card company representative that I was a good customer, that I made payments on time, etc. and that as

such I should get a lower rate on my credit card. Every time, the credit card company representative said no. Instead of pressing the issue, or negotiating as promised, the MCS representative would end the call and simply say, "Let's try another one." None of the calls resulted in a lower interest rate on any of my cards.

5. MCS set many subsequent appointments with me to contact my credit card companies. Each time an appointment was set, I made sure to be home in order to receive their call. Often, the MCS representative failed to call me for scheduled appointments. Once, I called MCS and asked why I had to wait at home for them to call me instead of just calling them, and I was told that if I tried to call it would take years to get through.

6. After all of the telephone conference calls failed, the MCS representatives told me to try alternative mechanisms to save money. MCS suggested that I open new lines of credit and apply for new credit cards. MCS also suggested that I increase my monthly payments to pay off my bills faster. This advice did not help me because I did not have the money to pay larger monthly payments. This problem was compounded by the money spent on the MCS service.

7. After working with MCS for between three and four months, I decided to cancel my MCS membership. MCS had missed too many scheduled appointments and had never succeeded in getting me a lower interest rate on any of my credit cards. In accordance with the MCS guarantee to save me money or my money back, I called MCS to cancel my membership and receive a full refund. I spoke with a male supervisor who told me that I was not eligible for a refund because I had not given them sufficient time to make the service work. When I pressed him, he told me I could get a \$250 refund as a courtesy for being dissatisfied with the MCS service.

8. On January 11, 2008, I called MCS to follow-up on my refund request. I spoke with Joanne at MCS. She also told me that I was not entitled to a refund. After I informed her that a supervisor had already told me I could get \$250, she said she would try to refund the \$250, but that I would have to sign a form first. She said that she would send me the form to sign and return.

9. Upon reviewing the MCS materials I initially received, I noticed that the written MCS refund policy on the membership form was that if MCS was not able to save me money as guaranteed, they would refund the full service price minus a 12.5% restocking fee. After reading this, I was no longer satisfied with obtaining a \$250 refund.

10. On February 22, 2008, I received the refund form from MCS. The form is on MCS letterhead, asks for authorization for the initial \$899 charge, and requests a release from liability for a \$250 refund. A true and correct copy of this form is attached as Exhibit A.

11. A few days later, I took the form to a notary because I was unsure what it meant. The notary told me that if I signed the form I would be entitled to the \$250 refund, but that I would not be able to pursue any additional refund. I had the notary change the refund amount on the form to \$786.62 in accordance with the stated full refund policy less the 12.5% restocking fee. I sent the form back to MCS at the address on the letterhead.

12. Several weeks passed, but I did not receive a refund. I called MCS again to inquire about my refund. I explained the situation to the woman I was dealing with and she asked me for the name of the person I had dealt with previously. When I informed her that I had dealt with Joanne, she told me that nobody by that name worked there, and

that she was the only person who handled refunds. She told me that I was not entitled to a refund of any kind.

13. I refused to accept this, and repeated the stated refund policy. ^{am} Finally, the MCS representative ^{never am} agreed to a full refund minus a 12.5% restocking fee. I believed this to be in accordance with the stated MCS refund policy, ^{am} so I ~~accepted~~ it. However, I have never received the refund. Repeated ^{I am} attempts to contact the company and ^{am} ~~receive~~ my refund ^s have all failed.

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

Dated: 3/23/09

Constantin - n. Garcia
Molly Garcia
Molly Garcia

COPY

February 22, 2008

Mutual Consolidated Savings
1215 Earnest S. Brazil St., Suite #33
Tacoma, WA 98405

RE: Refund of processing fee in the amount of \$899.00

Ladies and Gentlemen:

As per our telephone conversation, please find enclosed all materials sent to you certified mail and in the same condition they were sent to me. Your program was very misleading to me and at this point I want a refund of \$899.00 less the 12.5% restocking fee as stated in your "Guarantee and Knowledge of Receipt" for a total of \$786.62.

As you know, I have bills to pay and I cannot afford this useless expense. I expect a resolution within 10 days of receipt of this letter. Should you not resolve this matter promptly, I will seek legal counsel.

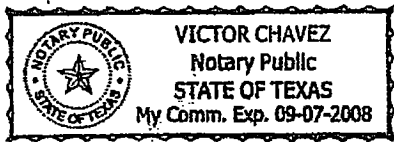
Respectfully submitted,

Constantina Garcia

Constantina Garcia

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, a notary public, on this day personally appeared Constantina Garcia, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.



[Signature]
Notary Public

206-220-6346

2008-02-22

- Copy -

**PLEASE SIGN BOTH
WITHIN THE SIGNATURE
LINES**

Mutual Consolidated Savings
1215 Earnest S. Brazil St. Suite#33
Tacoma, WA 98405

SALE \$899.00USD

Transaction Date 11/20/2007

Description of Merchandise:
General Merchandise/Services
MCC:239

VISA	\$899.00USD
Card Number	Exp. Date
4 [REDACTED] 4707	8/08

Auth Code 871549

TOTAL \$899.00 US DOLLARS

I AGREE TO PAY THE ABOVE TOTAL
AMOUNT ACCORDING TO THE CARD
ISSUER AGREEMENT.

X see attachment #1
CONSTANCINA GARCIA

Mutual Consolidated Savings
1215 Earnest S. Brazil St. Suite#33
Tacoma, WA 98405

CREDIT \$786.62 USD *gmc.*
~~\$258.00USD~~

Transaction Date 11/20/2007

Description of Merchandise:
General Merchandise/Services
MCC:239

VISA	\$786.62 USD
Card Number	Exp. Date
4 [REDACTED] 4707	8/08

TOTAL \$786.62 *gmc.*
~~\$258.00~~ US DOLLARS

I UNDERSTAND THE CREDIT WILL TAKE
TWO WEEKS TO APPEAR, AND WILL
DISCONTINUE ALL DISPUTES

X Constantina M. Garcia
CONSTANCINA GARCIA

*I mailed this form
Back to them with this
correction.*

My Credit Card is under Constantino M. Garcia
which is me (Mully) I use Mully cause
it's shorter.

As you can see the signature
is the same. if it makes any difference

In the last page I hope I made the
correct correction cause MCS never
agreed to give me all my money
back. They were only trying to give
me ~~200~~²⁵⁰⁰⁰ as you can see in the
forms that they wanted me to sign
+ return back to them.

Thank you
Mully

(op)
ATTACHMENT 1

Guarantee and Knowledge of Receipt

We promise to show each of our customers how to save at least \$2,500.00 throughout the duration of their loans through one or more of our financial programs including: Rapid Debt Reduction, Low Interest Rate Program, Savings Guides, Grocery Coupons, or Discount Airline Ticket Program. Please see Mutual service agreement. Per your verbal request (on voice imprint # 41646) your processing fee of \$899.00 was applied to the card of your choice, according to the card issuer agreement, which was: BANK OF AMERICA 4427XXXXXX4707. Return Policy: IF AND ONLY IF MCS cannot meet the minimum savings guarantee of \$2,000.00. All materials must be sent back by certified mail in the same condition they were sent out. There will be a 12.5% processing and restocking fee.

Please sign here:

Constancia M. Garcia
CONSTANCIA GARCIA

Date: 1/30/07

1/11/08 - Talked to Joann - financial Dept

1/20/08 Penny - Johnson -
Ginger Supervisor 250⁰⁰ refund

Tue. 7 P.m.

X 1102
1800 943-3250
Ginger