

# **TRO Exhibit 20**

## DECLARATION OF SHARON SHEWCHUK

Pursuant to 28 U.S.C. §1746

1. My name is Sharon Shewchuk and I reside in Pitt Meadows, British Columbia.

The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.

2. On January 20, 2009, I received a phone call from a man named David Anthony who represented a company called Mutual Consolidated Savings ("MCS"). David's call caught me off guard as I had not been feeling well and was woken up by his call. David claimed that MCS could lower the interest rates on my credit cards. He explained that if I paid an \$895 fee, MCS would make three-way phone calls to my credit card companies and negotiate for lower rates. He did not say specifically by how much he could lower my interest rates, but he guaranteed that he could lower them, and he assured me that the reduction is usually substantial. He guaranteed that I would save at least \$4,000 in interest payments by signing up for the program, and explained that my money would be refunded if MCS was unable to lower my interest rates and save me \$4,000 over the course of paying off my loans.

3. Because I had previously contacted my credit card companies to request lower interest rates and each had refused, I was skeptical that MCS would in fact be able to negotiate for lower rates. I relayed my concern to David and asked him how MCS is able to do secure lower rates. He did not go into detail, but he explained to me that MCS representatives know all there is to know about negotiating with credit card companies, and that because MCS has a good repertoire and relationship with the credit card companies, MCS representatives are able to

negotiate lower rates. He assured me that MCS representatives have a myriad of ways of getting the rates lowered, and implied that I would only be successful in lowering my rates if I employed a professional to do so. He also explained that once he convinced one of my credit card companies to lower my interest rates, the rest of the companies would do so as well.

4. Even though I had previously been told by my credit card companies that my interest rates could not be lowered, I believed what David had said, that MCS has special relationships with credit card companies, and that MCS representatives are experienced negotiators who are always able to secure lower interest rates. I thought it would be helpful to have my interest rates lowered, so I agreed to sign up for the program. I provided David with my credit card numbers for my CIBC Visa, Bank of Montreal MasterCard, and Canadian Tire MasterCard, in part so he could lower the rates on the cards and in part so he could make the \$895 charge. I authorized him to make the \$895 charge to my Bank of Montreal MasterCard. David asked me for my email address, told me that he would send me an email authorization, and asked me to respond to it with an electronic signature. I provided him with my email address, but because I did not understand how to do an electronic signature, I told him that I was unwilling to authorize the charge in that manner. David explained that he would send me an authorization form in the mail along with a welcome packet containing information on the program and I assumed I would not be charged until I had signed and returned the authorization form.

5. After I got off the phone with David, I began thinking about what I had gotten myself into and became uneasy with my decision to sign up for the program. I decided to research MCS to verify that I had not been scammed. The next day, on January 21, 2009, I

called Bank of Montreal MasterCard and asked a representative whether he had heard of MCS, and whether MasterCard negotiates with companies such as MCS to lower interest rates. I became very concerned when the MasterCard representative informed me that MasterCard does not negotiate for lower rates and would not reduce my interest rates under any circumstances. I became even more concerned when the MasterCard representative told me that MasterCard had previously received numerous complaints about MCS. After speaking with the MasterCard representative, I called CIBC Visa and spoke with a representative who informed me that CIBC Visa would also not negotiate with companies such as MCS for lower interest rates would not reduce my interest rate under any circumstances.

6. After these conversations, I became very suspicious of MCS's ability to lower my rates and decided to pursue a cancellation with MCS. I tried calling MCS that day, but nobody answered. The next day, on January 22, 2009, I received an email from Daniel White at MCS asking me to send an electronic signature authorizing the \$895 fee. The email contained an attachment that outlined my agreement with MCS and stated that if I am not able to save \$4,000, I will be refunded the \$895 fee less a 12.5% stocking fee. Because I did not wish to follow through with the agreement, I did not electronically sign or return the agreement. Over the next few weeks, I called MCS several times to request a cancellation, but could not get hold of anyone at MCS.

7. On January 28, 2009, I received the package from MCS in the mail. The package contained an authorization form for me to sign and send back, a "Shipping Invoice," attached to this declaration as Exhibit 1, and the materials listed on Exhibit 1. Exhibit 2 to this declaration contains a portion of the documents I received at that time and listed on the Shipping Invoice,

including the Welcome Package cover page and "Getting Started" page, the Elite Membership and Debt Profile form, the Client Finance Questionnaire, the Service Agreement (apparently the same as the "Client Terms & Agreement" listed on the Shipping Invoice) and the T Worksheet. I did not sign the authorization form. Because I had not signed anything, I presumed that I had not entered into a binding agreement with MCS, that the fee would not be processed, and that I would be able to cancel the service.

8. I was frustrated that I had been unable to get hold of an MCS representative to confirm a cancellation of service. On January 30, 2009, I called PhoneBusters, the Canadian Anti-Fraud Call Centre, and explained my situation with MCS to a PhoneBusters representative. The representative, Daniel, suggested that I write a letter to MCS declining the MCS service and requesting that no charges be incurred, and that I send it to MCS along with the materials I received in the mail. He also suggested that I make copies of the letter and materials to send to my credit card companies, and that I cancel my credit cards and request new cards with different account numbers. He provided me with the phone numbers to Equifax and TransUnion and suggested that I contact each of them to add a warning to my credit report.

9. Later that day I wrote a letter to MCS stating that I had elected to decline the MCS service, that I was returning all the materials, and that I would not sign any contract. I mailed the letter along with all the materials I had received from MCS the same day. I called each of my credit card companies and requested that they cancel my credit cards and reissue them with new account numbers. Each credit card company representative agreed to issue a new card and informed me that a charge from MCS had not been processed. I called Equifax and

TransUnion and had a warning added to my credit report and sent a letter to Daniel at PhoneBusters informing him of all the action I had taken.

10. On February 2, 2009, I sent a letter to each of my credit card companies to alert them of a possible attempt by MCS to make a charge and specify that I do not authorize this charge. Around February 2-3, 2009, I reviewed my MasterCard statement and noticed that a charge of \$1,164.61 CD from MCS had been posted on January 20, 2009. I became very upset that MCS had made the charge because I had not signed and returned an authorization form, and I had explicitly stated in the January 30<sup>th</sup> letter that I did not agree to the contract and did not want the MCS service. I called MasterCard the same day and explained my situation with MCS to the MasterCard representative, who told me he would attempt to reverse the charge. I asked him to notify me when the fee had been refunded.

11. On February 5, 2009, I wrote and mailed another letter to MCS requesting a refund. In the letter I stated that because my credit card companies had told me that the charge had not gone through, I had not specifically requested a refund in my previously letter. I requested that a refund be issued as soon as possible, but agreed to pay the 12.5% restocking fee, although I do not recall that fee ever being mentioned to me before I received the January 22 email from Daniel White of MCS. I also requested that MCS notify me in writing as to when I can expect to receive the refund.

12. On March 2, 2009, I received an email from at MCS with an attached document. My inbox indicated it was from Rae Krushensky . Exhibit 3 is identical to the email attachment. The document contained two boxes side by side. The box on the left contained a receipt for the \$895 charge from MCS dated January 20, 2009, and included a signature line under the phrase,

"I agree to pay the above total amount according to the card issuer agreement." The box on the right side contained a receipt for a refund from MCS for \$783.13, and included a signature line under the phrase, "I agree to receive the above total amount according to the card issuer agreement. The top of the attachment read, "Please sign both sides within the signature lines." I did not feel comfortable signing the form because the form made it appear as though the refund had already been processed, when I knew it had not.

13. On March 2, 2009, I called MasterCard to ask whether the fee had been refunded. The MasterCard representative, Fred, told me that the fee had not been refunded. I told him about the document I had received from MCS via email and he suggested that I wait to sign and return the form to MCS until the refund has been processed.

14. Later, Rae Krushensky called me to verify that I had received the email, and I told her that I had. Because the document attached in the email made it appear as though the refund had already been processed, I informed Rae that I would not sign the form until I had actually received the refund. I relayed my concern to her about signing a form acknowledging receipt of a refund that I had not received yet. She told me that if I wanted a refund, I would have to sign and return the form. I told her that I was unwilling to do this and requested that she send me a different form stating that the refund would be made upon receipt of my signature, or something to that effect. Rae agreed to send me a form in the mail, and I assumed that she would do as I requested and send me a different type of form to sign.

15. On March 10, 2009, I spoke to Jeff at MasterCard. There was still no payment from MCS. I was told to wait two to three weeks and call back at the end of the month to see if the refund had been issued.

16. On April 1, 2009, I received another phone call from Rae Krushensky, who called to verify that I had received the form she had sent in the mail. I informed her that I had not received it yet, and she agreed to send me another copy. I called MasterCard the same day to inquire as to whether the fee had been refunded. I was informed that the refund had not been made and was told to call back later. I called back the next day, on April 2, 2009. The MasterCard representative informed me that the money had still not been refunded and asked that I call back in two or three weeks.

17. On April 7, 2009, I received the form from Rae in the mail (Exhibit 3). Although I had requested, and thought Rae had agreed to send, a different form to sign, the form I received in the mail was identical to the form I had received in the email. I became frustrated that MCS had not sent me a different form and expected me to sign an acknowledgment of funds that I had not received.

18. On April 13, 2009, I sent another letter to MCS stating that I would not sign the form I had received until I receive a refund. I requested that MCS refund my money immediately and notify me when the refund is made. I stipulated in the letter that once I have verified with MasterCard that the refund has been processed, I will sign the form and return it to MCS.

19. On May 1, 2009, I spoke to Danielle Simmons, Chief Supervisor at MCS.

20. On May 5, 2009, I received an email from Danielle Simmons - she stated that she was refunding my account right away and that it would post in four to five days. She said I had 24 hours from the time it posts to my account to give them a signed release.



21. On May 6, 2009, I spoke to MasterCard. I was told U.S. postings can take up to six to seven business days.

22. On May 8, 2009, I spoke to Danielle Simmons again. I had received confirmation from MasterCard that the refund of \$783.13 U.S. had been posted to my MasterCard account on May 7, 2009.

23. By this time I had complained not only to Phonebusters, but also to the British Columbia Competition Bureau, my bank, MasterCard, and Visa.

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

Dated: May 22, 2009

Sharon Shewchuk  
Sharon Shewchuk

**Mutual Consolidated Savings**  
**United Savings Center, Inc.**

*Shipping Invoice*

*Exhibit L*

**Date Sold:** 01/20/2009  
**Phone:** (604) [REDACTED]-0019  
**Order Number:** 95378

**Shipped To:**  
Sharon Shewchuk  
[REDACTED]  
Pittmeadows, British Columbia, V3Y1W6 Canada

**Shipped By:**  
Mutual Consolidated Savings  
1215 Earnest S. Brazill St., Suite 33  
Tacoma, WA 98405-4025

Item Number	Description	Weight	Shipper
100-00	Welcome Package	9.1 oz	SPC COURIER
100-01	Client Terms & Agreement	0.1 oz	SPC COURIER
100-02	Savings Guide	4.2 oz	SPC COURIER
100-03	Elite Membership	0.1 oz	SPC COURIER
100-04	Debt Profile Sheet	0.1 oz	SPC COURIER
100-05	T Worksheet	0.1 oz	SPC COURIER
100-06	Client Questionnaire	0.1 oz	SPC COURIER
100-07	Instructional Software (CD-ROM)	1.0 oz	SPC COURIER
100-08	Identify Theft CD-ROM	1.0 oz	SPC COURIER
102-01	Book(s)	13.5 oz	SPC COURIER
104-00	Calculator	1.0 oz	SPC COURIER

TOTAL WEIGHT: 1 lb 13.2 oz

Please direct questions regarding this package to:  
Mutual Consolidated Savings, Shipping Department  
United States and Canada: 1-800-943-3250  
United Kingdom: 0-808-101-2261



# Mutual Consolidated Savings

## Welcome Package

*Step-by-step Instructions*

*Exhibit 2*

*This packet was prepared for:*

**Sharon Shewchuk**

[REDACTED]  
Pittmeadows, British Columbia V3Y1W6

**Mutual Consolidated Savings**

1215 Earnest S. Brazill St., Suite #33, Tacoma, WA 98405-4025

1-800-943-3250

[www.mcsprograms.com](http://www.mcsprograms.com)

# Getting Started

**To: Sharon Shewchuk**  
**From: Mutual Consolidated Savings Customer Service Team**  
**Subject: Your First Steps Towards Financial Independence**

Dear Sharon,

Congratulations for taking the first step toward becoming debt free. In this fast-paced and often chaotic day and age, taking the time to review our financial situations can seem like the impossible. Sharon, you have made the decision to join thousands of our other customers in saving your hard-earned money (and time) through participation in Mutual Consolidated Savings (MCS) programs and services.

~~Please follow these simple instructions to get started saving money today.~~

1. **Complete the Elite Membership and Debt Profile.** Please use this form to record the creditor name, balance, interest rate, number of payment left (fixed-interest loans), and payment for each debt. The information you provide will determine your total savings. If you have any difficulty verifying your account balances and interest rates, you can always call the phone numbers on the back of your credit cards, or for your loans, call the number provided on your monthly statement. Please itemize your debts as thoroughly and accurately as possible. When deciding what your payment is you can use your check register to see what you paid toward the accounts last month. If you need additional space to record all of your debts, please use the additional page provided.
2. **Complete the Client Questionnaire.** This information is confidential, and will be shared only with members of your financial coaching team. The information you provide will be used to help your financial coach better understand your particular financial situation, your goals and your primary financial concerns.
3. **Return Completed Membership Form and Debt Profile.** Please be sure to sign your completed Membership Form and return it to MCS immediately in the enclosed envelope. The sooner we receive these documents, the sooner your savings will start.
4. **Review the enclosed Savings Guide for more valuable money saving ideas.**

MCS has paved the road to financial freedom. This packet includes two pouches to organize your statements, store important documents, and to house your notes, guide, and the personal debt elimination schedule you will be receiving from MCS.

Please complete and sign the Elite Membership Debt Profile and return them to MCS as soon as possible to expedite this process. We urge you to utilize these items to their full potential. You are not alone in this venture. MCS has professional financial coaches who will assist you in any way they can - to answer any and all of your financial questions and concerns, now and in the future. Please do not hesitate to call our customer service department using one of the toll-free listed numbers below.

Sincerely,  
The MCS Customer Service Team

U.S. and Canada: 1-800-943-3250  
United Kingdom: 0-808-101-2261  
Customer Service Hours 9:00AM to 4:00PM Pacific Time

# Mutual Consolidated Savings

## Elite Membership

Sharon Shewchuk

Pittmeadows, British Columbia, V3Y1W6

(604) -0019

Order Number: 95378

Rapid Debt Reduction is a powerful payment scheduling program. As long as you make the scheduled payments on time according to the schedule, you will achieve the level of savings calculated by this program. If for any reason, you do not keep up with the payment schedule, call MCS for a revised payment schedule at no additional cost to you. You may request a revised payment schedule as often as your situation changes. That is how much we believe in this program, and that is how much we want you to be satisfied with our service. So sign this page and send it back to use and get started with an EXCLUSIVE membership in the Rapid Debt Reduction Program! To start saving, complete the debt profile below, sign and date it, and return to MCS in the enclosed envelope.

### Debt Profile

#### Credit Cards

Credit Card Bank Name	Credit Card Number	Rate (%)	Credit Limit	Balance (\$)	Payment (\$)

#### Loans

Creditor	Balance (\$)	Rate (%)	Payments Left (#)	Payment \$

### Guarantee and Acknowledgement of Receipt

Mutual Consolidated Savings guarantees to show you how to save a minimum of \$4,000.00 over the course of paying off your current recorded debt through the application of one or more MCS financial programs, including, but not limited to our Rapid Debt Reduction Program, Low Interest Rate Program, Savings Guides. Please see Mutual Service Agreement. Per your verbal request, recorded on voice imprint #14569d, a processing fee of \$895 USD was applied to the bank card of your choice, in accordance with the terms of the card issuer agreement. Return Policy: Returns permitted only if MCS cannot meet the minimum savings guarantee of \$4,000.00. All materials and packaging must be returned via certified mail and be in their original condition. All refunds are subject to a 12.5% processing and restocking fee.

Signature Required

X

Sharon Shewchuk

Date

Sharon Shewchuk

Pittmeadows, British Columbia, V3Y1W6

(604) -0019

Order Number: 95378

Debt Profile - Additional Debts

Credit Cards

Credit Card Bank Name	Credit Card Number	Rate (%)	Credit Limit	Balance (\$)	Payment (\$)

Loans

Creditor	Balance (\$)	Rate (%)	Payments Left (#)	Payment \$

# Mutual Consolidated Savings

## Client Finance Questionnaire

Sharon Shewchuk

Pittmeadows, British Columbia, V3Y1W6

(604) 0019

Order Number: 95378

*Please answer the following questions as accurately and completely as possible.*

1. Which of your current debts are you most concerned about?

2. Have you ever filed for bankruptcy?

3. What is the current annual income of your household?

4. Do you a) Own your own home, b) Rent or c) Other?

5. Do you pay more than the minimum payment on your credit card accounts? If yes, which accounts do you pay extra on, and how much extra do you pay on each card?

6. What do you use your credit cards for most often? Circle all that apply and write in additional information on the line below.

a) Convenience    b) Emergencies    c) Medical Issues

7. What is the best time of day to reach you? Are there any alternate phone numbers (e.g., cell, work) that we can call you at?

# Mutual Consolidated Savings Service Agreement

---

This agreement outlines the relationship between you (client) and a wholly owned corporation.

In this mutual service agreement, MCS agrees to:

1. Provide one or more of the following services:
  - a. Service package (referred to as "MCS Confidential Client Portfolio")
  - b. Written evaluation and analysis of your current debt and credit profile, dependent and based solely upon information supplied to MCS through your timely submission of the personal and financial profile forms.
  - c. Finance road map, to include a customized credit card payment schedule, tailored to reduce the projection of your overall interest paid on debts.
  - d. Free 30-day trial of MCS Financial Software program.
2. ~~Treat you as a valued customer, respond quickly to your inquiries and submissions of personal and financial information.~~
3. Honor your right to privacy and protect the confidentiality of your personal and financial information to the best of our ability.
4. Accept our one time charge listed on the Elite Membership as the full and only charge for services.
5. If the minimum savings guarantee quoted in your Elite Membership cannot be met through the application of one or more MCS products/services (as described in number 3 of the client responsibilities), MCS will cheerfully refund your payment, minus a 12.5% processing and restocking fee. All materials and packaging must be returned via certified mail and be in their original condition.

As a valued customer of MCS, you accept the responsibility to:

1. Accept and acknowledge this agreement by signing the client signature line below.
2. Cooperate with the MCS financial coaching team and fully participate in the program by:
  - a. Submitting the personal and financial information required for MCS to perform the agreed-upon services.
  - b. Keep MCS apprised of changes to your financial situation that affect your ability to make the scheduled payments.
3. Understand that MCS promises to show each customer how to save at least \$2,500.00 over the course of paying off their current debt, through the application of one or more MCS programs.

1215 Earnest S. Brazill St., Suite #33, Tacoma, WA 98405-4025  
U.S. and Canada: 1-800-943-3250 United Kingdom: 0-808-101-2261  
[www.mcsprograms.com](http://www.mcsprograms.com)



**"T" WORKSHEET**  
**KEEP THIS WORKSHEET FOR TIME OF APPOINTMENT**

	Interest % (the bank's \$\$\$)	Principal (your \$\$\$)
% Percent	1	1
Monthly Payment \$	2	2
Yearly Payment \$	3	3

	Interest % (the bank's \$\$\$)	Principal (your \$\$\$)
% Percent	1	1
Monthly Payment \$	2	2
Yearly Payment \$	3	3

	Interest % (the bank's \$\$\$)	Principal (your \$\$\$)
% Percent	1	1
Monthly Payment \$	2	2
Yearly Payment \$	3	3

Exhibit 3

PLEASE SIGN BOTH SIDES  
WITHIN THE SIGNATURE  
LINES

Account: (604) [REDACTED] 0019

Mutual Consolidated Savings  
1215 EARNEST S BRAZIL BLDG 33  
TACOMA, WA 98405

SALE \$895.00 US

Transaction Date 01/20/2009

Description of Merchandise:  
General Merchandise/Services  
MCC:239

MC	\$895.00 US
Card Number	Exp. Date
5191#####6405	02/2009

TOTAL \$895.00 US

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

X \_\_\_\_\_  
Sharon Shewchuk\*\*

\*\*This amount paid on 01/20/2009.

Mutual Consolidated Savings  
1215 EARNEST S BRAZIL BLDG 33  
TACOMA, WA 98405

CREDIT \$783.13 US

Transaction Date 03/02/2009

Description of Merchandise:  
General Merchandise/Services  
MCC:239

MC	\$783.13 US
Card Number	Exp. Date
5191#####6405	02/2009

TOTAL \$783.13 US

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

X \_\_\_\_\_  
Sharon Shewchuk

DOCUMENT COPIES ORIGINALLY  
SENT E-MAIL. I CONTACTED THEM &  
ASKED THAT THEY BE SENT BY MAIL  
AS I DID NOT WANT TO E-SIGN  
ANY DOCUMENTS - AS I WAS ADVISED.