

# **TRO Exhibit 23**

DECLARATION OF ANDY VISSER  
Pursuant to 28 U.S.C. §1746

ORIGINAL

1. My name is Andy Visser and I reside in Sarnia, 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 September 18, 2008, at approximately 4:30 pm, I received a telephone call from a gentleman named Dennis Robertson who said he was a representative with Mutual Consolidated Savings (MCS). Mr. Robertson said that he could help lower my interest rate on my credit cards which would save me money. He represented that MCS could do this by negotiating with my credit card companies through a 3-way call between MCS, the credit card company, and me.

3. Mr. Robertson said that I would qualify for this program if I had at least \$5000 in debt with an interest rate of 19%. He asked me for the following information to determine whether or not I would qualify: the amount owing on my credit cards, interest rates, and credit card limit. I provided this information for three credit cards. Based upon this information, he guaranteed that MCS would save me <sup>more than</sup> \$4,000 or I would get my money back. When he asked if I was interested I said yes, and he transferred me to another representative who confirmed the information I had given. *Dennis was encouraging me to listen in when MCS would do the negotiations*

4. After speaking with a second and third representative, I was told that I would receive a package from MCS. The package would contain a form that I was required to complete and send back to MCS so that they could start work on my account. At this time, I believed that MCS was a governmental agency that helped people with debts. *But that R.I.C.S. couldn't do all this for nothing so they had to ask for a fee of \$95. and guaranteed my money back if they didn't save me more than \$4000.*

5. ~~Near the end of the call, I was informed that there would be a cost of \$895 for the program. I was told this after I had already provided all my credit card information.~~ The MCS representative asked me if MCS could just add the fee of \$895 directly to one of my credit cards, and I agreed. There was no mention of a time period during which I could cancel the transaction or whether the charge would be in U.S. or Canadian dollars. MCS then charged me for \$978.47 CAD. A true and correct copy of my credit card statement showing this charge is attached as Exhibit One.

6. Later that day, I tried to call Mr. Robertson back on the number he provided (1-800-943-3250), but the receptionist said that he was busy and would have to call me back. He did not return my call. The following day, September 19, I tried calling Mr. Robertson again but was told that nobody was available.

7. On September 22<sup>nd</sup>, I tried calling Mr. Robertson once more but was told by the receptionist that he was unavailable. I informed the receptionist that I would like to cancel my account and obtain a refund. The receptionist transferred my call to a manager who informed me that I could not cancel my account. I did not receive a refund.

8. A few days later, I called my credit card company to try to stop payment. I had already been charged the \$978.47 CAD, so I cancelled my credit card. The bank sent me a form to dispute the MCS charge so that they could initiate an investigation. A true and correct copy of this form is attached as Exhibit Two.

9. Approximately 7-10 days after receiving the initial phone call from MCS, the package arrived from MCS via courier. Inside were several CDs, worksheets, a service agreement, a calculator, and the form I was supposed to fill out and return. The return

address was listed as MCS Shipping & Handling Department, 1215 Earnest S Brazill St.,  
Suite 33, Tacoma, WA 98405-4025.

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

Dated: April 11/09

  
\_\_\_\_\_  
Andy Visser

00005177590007027911000131500062623411080851775900070279118

Account Number **7911** Total Balance **6,262.34** Payment Due Date **11/08/2008**

Payable at Most Financial Institutions.

Please check (✓) the box that applies:

<input type="checkbox"/> Minimum Payment Due	<b>131.50</b>
<input type="checkbox"/> Total New Balance	<b>6,262.34</b>
<input type="checkbox"/> Other Amount \$	

A VISSER  
SARNIA ON  
N7T 7Y5

*8205  
Paid Nov 1/08  
1200*

CITIBANK CANADA  
P.O. BOX 4397  
POSTAL STATION A  
TORONTO, ONTARIO M5W 3T4

7911 96



DETACH AND RETURN ABOVE PORTION WITH YOUR PAYMENT.

Citibank Customer Service-24 hours a day, 7 days a week  
In Canada and the U.S. 1-800-387-1616  
In Toronto (or outside North America, call collect) (416) 947-2900

Statement Date **10/16/2008**  
Account Number **7911**  
Payment Due Date **11/08/2008**

Posting Date	Transaction date	Description	Amount
09/20	09/18	MUTUAL CONSOLIDATED SA TACOMA WA US 895.00	978.47
10/01		SCOTIABANK/BANQUE SCOTIA	133.89-
10/06		TEMPORARY CREDIT If you have not received your new card, please call the Customer Service number on this statement.	978.47-

Account Summary		Available Credit	
Previous Balance	<b>6,375.74</b>	Total Credit Limit	<b>10,000</b>
+New Purchases	<b>978.47</b>	Available Credit Limit	<b>3,737</b>
+Cash Advances	<b>0.00</b>	Amount Over Credit Limit	<b>0.00</b>
+Interest Charges	<b>20.49</b>	Total New Balance	<b>6,262.34</b>
-Payments and Credits	<b>1,112.36</b>	Amount Past Due	<b>0.00</b>
Total New Balance	<b>6,262.34</b>	Minimum Payment Due	<b>131.50</b>
		Amount Paid	

(For your records)

Interest Charge Information				Days in this Billing Period: 30
	Average daily balance	Annual Interest Rate	Daily Rate	
Promotional Offer	<b>5,915.50</b>	<b>0.90%</b>	<b>0.00246%</b>	
Purchases	<b>985.63</b>	<b>19.90%</b>	<b>0.05452%</b>	
Cash Advances	<b>0.00</b>	<b>19.90%</b>	<b>0.05452%</b>	



Citi MasterCard  
P.O. Box 2050  
Station "B",  
Mississauga, Ontario L4Y 0B3

October 7th, 2008

000867

A VISSER  
[REDACTED]

SARNIA ON  
N7T 7Y5

Re: Citi™ Gold MasterCard\* Account Number ending in: [REDACTED]

Dear A VISSER,

Thank you for contacting Citibank® Customer Care. This letter is in response to your inquiry about the transaction dated 09/18/2008 in the amount of \$978.47 with MUTUAL CONSOLIDATED SA TACOMA WA.

In order for us to continue our investigation, please complete, sign, and return this letter. If you do not return this letter within 10 days of receipt, we will assume the charge is correct and rebill your account.

"I was charged for \$978.47. I did not authorize or sign a sales slip nor did I authorize anyone else to make this charge."

\*\*\* Signature \_\_\_\_\_ Date \_\_\_\_\_

We have issued a conditional credit to your account while we continue to investigate your dispute. By promptly returning this letter within the next 10 days we will be better able to assist you in resolving your dispute.

Citibank Customer Care  
1-800-387-1616  
519-963-3940 (Fax)

REF #: 7JFW0\*90 55503618263010000154183  
BIN #: 0072 TYPE: 001

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™ Trade-mark of Citicorp. Used under licence.  
\* Registered trade-mark of MasterCard International Inc. Used under licence.  
LM/030248/CA/CB/CB/5000/CACB170 LM030248L N030248