

TRO Exhibit 7

ORIGINAL

DECLARATION OF NELDA BRADLEY

Pursuant to 28 U.S.C. §1746

1. My name is Nelda Bradley and I reside in Tennessee Ridge, Tennessee. The following facts are known to me personally, and if called as a witness, I could and would competently testify thereto.

2. In February 2007, I received a phone call from a woman representing a company called Mutual Consolidated Savings ("MCS"), who claimed that MCS could reduce the interest rates on my credit cards. She told me that MCS would contact all my credit card companies to lower my rates, and promised that MCS would be able to cut my rates in half. She assured me that the service would save me approximately \$2,000 to \$2,500 within the next two years, and that it would reduce the amount of time it would take me to pay off my credit cards to two to five years.

3. She explained to me that MCS would be able to lower my interest rates by calling my credit card companies to request lower rates, and she assured me that MCS is usually able to convince credit card companies to lower their rates. At the time, I thought that only professional credit counselors could negotiate with credit card companies for lower interest rates, and I was told that MCS employed professional consultants to do so.

4. I was employed at the time, but I was not making enough money to cover all of my expenses, and I had a lot of credit card debt. Because I was stretching pennies to make ends meet, and because I thought I was paying too much interest on my credit cards, I believed that the

MCS program would help me regain financial stability. I expressed my interest in the service to the MCS representative, and she explained that there was a one-time fee of \$699, which would be charged to my credit card upon receipt by MCS of my signed authorization. She explained that I would not even notice the \$699 fee because I would be saving such a large amount on my credit card payments by signing up for the program. She did not mention anything about a cancellation or refund policy. I agreed to charge the fee to my Providian Visa, and provided the account information for that card. We set up an appointment for an MCS professional consultant, who I believe was called Jamie, to call me at a later date. She told me that Jamie would arrange three-way phone calls between my credit card companies, and me, to negotiate lower interest rates.

5. About one week later, I received a package in the mail from MCS which included an MCS "welcome packet" containing a "budget sheet," a booklet entitled "Credit Card and Debt Management," a booklet entitled "Credit Card and Debt Smarts," and a form requesting information for all my credit cards and my signature. I promptly filled out the form with the requested information for my Capital One Visa, my Capital One MasterCard, my Chase Visa, and the Providian Visa.

6. A few days after I returned the form with my signature, the \$699 fee was charged to my Providian Visa card. Around the same time, Jamie called me at the agreed upon date and time. She explained that she was going to call each of the credit card companies, while I was on the line, and negotiate with them for lower interest rates. She also told me that she would

convince Capital One to consolidate my Capital One Visa and MasterCard into one account. I remained on the line for all four conference calls.

7. The first conference call Jamie made was to Capital One Visa. Jamie introduced me to the Capital One Visa representative and I gave verbal authorization for Jamie to negotiate on my behalf. Jamie explained to the Capital One Visa representative that she would like to consolidate my Capital One Visa and MasterCard accounts and negotiate a lower interest rate on my Visa. At that time the interest rate on that card was 19%. Jamie spoke with the representative for approximately 15-20 minutes, but I could not hear the conversation well enough to follow all that Jamie said. Ultimately, the Capital One Visa representative told us that they could not consolidate the two credit accounts, but that they could lower the interest rate on my Visa account. The Capital One Visa representative did not say how much the interest rate would be reduced.

8. Jamie then called Capital One MasterCard card and, following the same process, asked if they could consolidate my Capital One credit accounts, and lower the interest rate on my MasterCard. At that time the interest rate on that card was also 19%. Again, I could not hear most of the conversation. The Capital One MasterCard representative would not agree to consolidate to the two cards, but indicated that the interest rate on my MasterCard would be reduced. The Capital One MasterCard representative did not say how much the interest rate would be reduced.

9. Jamie then called Providian Visa and, again following the same process, asked them to lower the interest rate, but they were unwilling to do so. At that time the interest rate on

that card was 23%. The Providian representative told us that I would have to wait until I got an offer in the mail for a lower rate. I was able to understand even less of what the Providian representative said because he was not a native English speaker.

10. Finally, Jamie called Chase Visa and, again following the same process, asked them to lower my rates. At that time the interest rate on that card was 23%. The Chase representative told us that because I had made a late payment on this account, they would not be able to consider lowering the interest rate for six months.

11. After we completed the phone calls, Jamie and I discussed the results of her conversations with the credit card companies. Jamie reiterated that she had succeeded in obtaining interest rate reductions on my Capital One Visa and MasterCard, and that Capital One had agreed to consolidate the two credit accounts. She advised me to make timely monthly credit card payments to Chase, and to call MCS in six months, at which time she would attempt to persuade Chase and Providian again to lower my interest rates.

12. The next month I noticed on my monthly statement from Capital One Visa that they had lowered the interest rate from 19% to 14%. This reduced my minimum monthly payments by about \$50. However, the interest rate was not lowered on my Capital One MasterCard. Additionally, I received a notice in the mail from Capital One informing me that my Capital One Visa and MasterCard accounts would be consolidated, but they were not.

13. I made timely credit card payments for the next six months, and in August 2007, I called MCS to set up another appointment with Jamie. The person I spoke with set up an appointment for Jamie to call me at a future date and time, but she never called. From August

2007, to January 2008, I called MCS approximately 10-15 times to set up appointments with Jamie. Each time I called, MCS scheduled an appointment with Jamie, but Jamie failed to keep any of the appointments.

14. Because MCS had not fulfilled its promise to me to lower my credit card interest rates by half, in or around August 2008, I called MCS to ask for a refund. The MCS representative told me that she could not give me my money back even if she wanted to because it had been over a year since I had paid, and the bank would not relinquish the funds. I asked to speak to her manager. The manager I spoke with told me that I had to request a refund within six months of payment, and since it had been over a year, I would not be able to get a refund. I asked for an appointment with somebody more experienced than Jamie to work with my credit card companies to lower my rates. An appointment was set up for me with another MCS consultant, but the consultant never called.

15. In November 2008, my financial situation became so dire that I filed for bankruptcy. Up to that point, the interest rate reduction from Capital One Visa had saved me approximately \$950, \$50 per month for 19 months. However, MCS promised to save me \$2,000 to \$2,500 within two years and has not done so. MCS also promised to cut my interest rates in half and has not done so. I believe I could have obtained a lower interest rate on my Capital One Visa on my own and, given my financial condition, I would not have agreed to pay \$699 if I knew I would only save \$250 beyond what I had paid MCS. I am frustrated and dissatisfied with MCS and feel that they have not delivered the service I paid for.

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

Dated: 4/9/09

Nelda Bradley
Nelda Bradley