



indicate that my account was "paid as agreed" and "paid in full" to any and all credit reporting agencies that list this account on my personal credit reports.

I have enclosed the two most recent communications with Providian Financial Corporation as well as a copy of the instrument of settlement, a business check in the amount of \$290.00 which contains a settlement agreement on the back in the endorsement area of the check.

I appreciate your assistance in getting this "out of control" menace of a national bank to acknowledge their written agreements, properly adjust their records and amend my credit reports to show accurate information as to the disposition of this account.

This letter is being copied to the Securities and Exchange Commission, the California and Oklahoma Attorneys General, the Better Business Bureau as well as my own personal legal counsel and Brenda Narcisse of Providian's "Executive Office". I pray that the result I obtain with the help of the OCC and the agencies listed below will be the accurate reporting of this account as "paid as agreed, paid in full" to any and all credit reporting agencies.

Sincerely,



Mark W. Mumma

\*ENCLOSURE

CC: U.S. Securities & Exchange Commission  
450 Fifth ST NW  
Washington, DC 20549

California Department of Justice  
Public Inquiry Unit  
P.O. Box 944255  
Sacramento, CA 94244-2550

Office of the Oklahoma Attorney General  
2300 N. Lincoln Blvd, Suite 112  
Oklahoma City, OK 73105

Menzer Law Offices, Blackwell, OK

Groshon Law Office, Oklahoma City, OK

Hester Law Firm, Oklahoma City, OK

The Better Business Bureau

Brenda Narcisse

Mark W. Mumma  
not provided on web site  
not provided on web site

Tuesday, August 5, 2003

|||||  
ATTN: Brenda Narcisse  
Providian Financial Executive Offices  
PO Box 9111  
Pleasanton, CA 94566-9111

**CERTIFIED MAIL: 7002 2510 0005 9591 7022**

Re: Corrections to credit report and acknowledgment of settlement in full  
of Providian MasterCard Account #5542 8518 0075 5985

Ms. Narcisse:

Three months ago today Providian MasterCard accepted a settlement offer from me in the amount of two hundred ninety dollars (\$290.00) thereby closing and zeroing out my Providian MasterCard account. According to your web site, this final payment posted to my account on May 5, 2003, yet the site also continues to indicate that I have a balance.

Although Providian employees continue to ignore the fact that the May 5, 2003 payment was to be my final remittance settling the account in full, I have repeatedly offered to allow Providian MasterCard to **reverse** our settlement agreement by simply sending back my \$290.00 payment. To date, Providian has neither acknowledged the settlement of my account in full nor have they refunded the \$290.00 tendered to them as settlement in full.

You called me on June 12, 2003 and promised to send me a copy of my signed security agreement. Two previous requests for this documentation have been completely ignored by Providian employees. Disappointingly, however, all she sent was a copy of my signature on the application as well as a document I have never seen before.

This alleged "Account Agreement" contains a phrase about the ability to accept checks marked 'paid in full' or with other restrictions, however, the check I sent contained no markings or restrictions what-so-ever. The back of the check contained a very legible and simple, laser-printed settlement contract to which Providian agreed by endorsing and cashing said check.

We entered into a settlement contract when Providian endorsed the settlement agreement on the back of this check. Providian has been given ample opportunity to "back out" of the settlement agreement by sending me my money back. As a result, I am now withdrawing my offer to reverse the settlement agreement and I demand that my credit file be corrected to accurately report what has transpired between us as "Paid as agreed -

Paid in full" as of May 5, 2003. Resulting "late payments" inaccurately reported to credit agencies **after** May 5, 2003 must be removed from my credit files as well.

I have enclosed a copy of my original settlement offer letter including a copy of the settlement contract which is clearly endorsed by Providian National Bank. For any other documentation or proof that you need concerning this account I have assembled everything in one convenient location so that it can be viewed by all Providian employees without the chance of any of you losing it or spilling coffee on it.

Please navigate your web browser to [www.ProvidianFinancialSucks.com](http://www.ProvidianFinancialSucks.com) for a complete accounting and documentation of this nightmare. You will find everything you need concerning this account well organized and complete. This is the very last time I plan on asking you to do anything. Please take this opportunity to do the right thing and to do it both quickly and voluntarily before I lose my patience.

I have enclosed the complaint letters I have sent to the Office of the Comptroller of the Currency, the Securities and Exchange Commission, the Oklahoma State Attorney General as well as the California State Attorney General for your convenience. **I have completely lost my sense of humor at this point and will not hesitate to file a class action lawsuit if my request for corrections to my credit file and your records are not honored.**

**BE ADVISED:** If my credit file is not amended to accurately reflect our transaction within 30 days you **will** be hearing from my personal attorneys as well as the OCC, SEC, OK and CA Attorneys General. This is my solemn vow.

Sincerely,



Mark W. Mumma  
\*ENCLOSURE

CC: Providian  
P.O. Box 660490  
Dallas, TX 75266-9575

# Settlement Contract



**REALCART.COM**  
LOCALC@REALCART.COM  
2534 N.W. 18TH PH. 949-2899  
OKLAHOMA CITY, OK 73107

5542851800755985  
000278888  
HCL  
39-7278-0000

1767 985

April 29, 2003

Pay to the Order of Providian MasterCard \$ 290.00

023103 10 0037 6637 050603

TWO HUNDRED NINETY and no 00/100 DOLLARS

Settlement in Full of Providian  
for MasterCard #5542851800755985.

1767 0000029000



**Unenforceable and insignificant memo for my records**

Endorsement of this item by the within named payee, or an agent thereof, constitutes acceptance of same as full and complete settlement of Providian<sup>SM</sup> MasterCard Acct #5542851800755985.

DO NOT SIGN / WRITE / STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTIONS USAGE ONLY

PROVIDIAN BANK  
11701378  
050593  
PROV NORTON BR  
5542851800755985  
05/07/2003

1030-00240  
2305512704

RESERVE BOARD OF GOVERNORS REG. CC

Security Features	Document appearance if altered:
- Absence of embossed or raised security features	- Absence of embossing of "Original Document" screen on back of check
- Absence of any words or dotted line screen in signature line	- Absence of any words or dotted line screen in signature line
- Colored fibers or spots appear with chemical alteration	- Colored fibers or spots appear with chemical alteration
- Absence of perforated tear	- Absence of perforated tear



**Providian's endorsement**

Mark W. Mumma  
not provided on web site  
not provided on web site

Wednesday, April 29, 2003

|||||||  
Providian MasterCard  
PO Box 9539  
Manchester, NH 03108-9539

Re: Providian MasterCard account #5542 8518 0075 5985

To Whom It May Concern:

I have repeatedly asked for verification of this alleged debt in the form of a signed and dated account agreement as well as copies of any sales drafts bearing my signature. To date, none of these items have been provided to me. Without copies of these documents you cannot prove that I owe you anything at all.

As an act of good faith, I am willing to offer this settlement amount for charges that I am aware of making. Without verification of the remaining charges, however, I am not willing nor obligated to pay them. I am guessing that the majority of the charges are finance related as well as all of those hidden and undisclosed charges you have become famous for making. Basically, I am tired of being treated this way by a lender so I wish to take my business elsewhere.

Please find my enclosed business check number 1767 in the amount of \$290.00. I wish to close my account and settle this debt for the amount enclosed.

You will notice that the back of the check contains a settlement contract which becomes binding once the check is endorsed. Because of this, this check is offered ONLY as settlement in full, and MUST BE RETURNED TO ME if Providian MasterCard DOES NOT wish to agree to this settlement contract.

Thank you very much for your time and attention to this matter.

Sincerely,



Mark W. Mumma  
\*ENCLOSURE

CC: Providian  
P.O. Box 660490  
Dallas, TX 75266-9575

