



is the same type of document you would need in a court of law in order to prove a transaction occurred.

The **statements are what I previously disputed as being accurate**. I don't see how additional copies of **these same statements** *in any way* prove that they are accurate. If anything, it proves that you do not know what constitutes "proof of a transaction".

After repeatedly requesting copies of all signed sales drafts, **I have still not received them**. Amazingly, you have taken yet one more perfectly good opportunity to provide me what I have asked for and squandered it away by sending irrelevant and unsolicited data. It doesn't matter at this point if you find any sales drafts or not. My account is closed and settled in full.

I paid little attention to your "clerical oversight" because I am quite used to it when dealing with Providian. There was an obvious clerical oversight when my credit card was originally mailed to me, as it contained no copies of the alleged "Account Agreement" that you claim was sent with my card. What I received with my card **instead of** the "Providian Account Agreement" was the "Updated Providian Account Agreements". The updated agreement did not contain any type of language regarding your ability to accept partial payments, late payments or payments with markings, stripes or polka-dots.

What I sent to Providian National Bank was a bona fide offer to close my account for an amount that I honestly could justify paying. I didn't just send you a check with "paid in full" marked in the memo, as your reply would suggest. The contract affixed to the endorsement area of the check is just as valid as any other written agreement. The situation here is really very simple. I am seeking to enforce an agreement that **you signed** while you, in turn, are attempting to enforce an alleged account agreement that **I didn't sign**. I don't think it takes a rocket scientist to figure out which agreement is going to pull more weight, the one that was signed or the one that wasn't.

It is your right not to return the \$290.00 payment. It is yours to keep. What you cannot do, however, is retain this settlement payment **and** continue to attempt collection of additional monies. The information you sent only validates the fact that you don't know what constitutes proof of a transaction. Since the beginning of this year, I have offered Providian the opportunity to verify the charges to my account by providing copies of sales tickets signed by myself or a member of my family. Since the beginning of the year, I offered Providian the opportunity to send me a copy of an agreement **that I actually signed**. Since 2001, I have given Providian the opportunity to properly handle a chargeback involving Alpec Team Inc. Providian has squandered each of these opportunities to do the right thing by replying to my inquiries with meaningless gibberish and mindless blather.

Providian has proven its inability to answer direct questions, provide an accurate and meaningful rebuttal to chargeback requests, as well as to provide basic documentation in support of their claims. Providian has proven to the world that it cannot transact business ethically or honestly with ANYONE as evidenced by the many lawsuits you have been forced to settle.

Now Providian is trying to double-cross me on an agreement that was unmistakably accepted by Providian. What now? Do you really need to experience the formidable enforcement powers of the OCC? Have you not heard a recent quote by Mr. John D. Hawke, Jr.?

*"We know that it's possible to deal effectively with predatory lending without putting impediments in the way of those who provide access to legitimate subprime credit... We believe a far more effective approach would be to focus on the abusive practitioners, bringing to bear our formidable enforcement powers where we find abusive practices."*

-- Comptroller of the Currency  
**John D. Hawke, Jr.**  
July 24, 2003

I agree with you that the information you sent (namely the reply card) adequately proves that an account was open in my name. This, however, is all that you have proven. True to form, Providian is now telling me that my account is not closed.

If nothing else you cannot disagree that the account is closed. Please see a copy of my letter to Providian dated April 29, 2003. This letter and the accompanying check were unmistakably offered ONLY as settlement in full. The letter also very clearly requests that the account be closed. How on earth can you read my settlement offer and miss the sentence that requests closure of my account? In the event you do not know what a "closed account" is, please allow me to define it for you.

### **A Closed Account...**

- is unable to accept **new charges** from merchants or service providers.
- may or may not **still have a balance**.
- cannot be considered a valid account for **obtaining a purchase authorization**.

I am not just some gullible cardholder like the ones you're typically used to bullying around. I am ALSO a "card not present" merchant, also known as an "ecommerce" merchant. I know that there are strict rules for "card not present" transactions because all of my transactions involve "card not present" situations.

Threatening to close my account "involuntarily" after I have already **voluntarily requested its closure** is just plain stupid! I wish there were a more politically correct way of saying it but there really isn't. I have ALREADY asked for you to close my account several times both on the telephone and in writing. MY ACCOUNT IS CLOSED! You're just haggling with me now over what the balance is, if any.

My original dispute with Abtronic could have and should have been followed up with proof from the merchant that I authorized **everything** that they were billing to my account. Providian chose not to provide proof of authorization of these charges and further refused to acknowledge my repeated attempts to return the merchandise back to the merchant, with no response. That was their first mistake. Their second mistake was thinking that I would simply "blow it off".

I didn't blow it off and I will vigorously defend my rights under the Consumer laws of Oklahoma as well as the United States of America as long as my heart beats.

**Be Advised:** You have until September 8, 2003 to voluntarily correct your records and my credit files with the three major Credit Reporting Agencies. I believe that the Office of the Comptroller of the Currency will find this dispute in my favor. If and when that happens, you will be required to accurately list my account as "closed by Cardholder" "paid/settled in full" and "paid as agreed". Regardless of my thoughts and convictions, I will do whatever the Office of the Comptroller of the Currency requires me to do. I will obey any official legal finding they determine to be just resolution to this dispute.

You should be equally willing to abide by their findings even if you do not agree with them. The OCC has the power to revoke your charter if they indeed find that you are continuing to engage in predatory lending practices, like shredding checks and other documents, as well as what you have clearly done here in dealing with my account.

Sincerely,



Mark W. Mumma

\*ENCLOSURE

CC: Office of the Comptroller of the Currency  
Houston, TX 77010.9050