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

Tuesday, August 5, 2003

Ildududdulluddulluddulluddullud 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 <u>www.ProvidianFinancialSucks.com</u> 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.

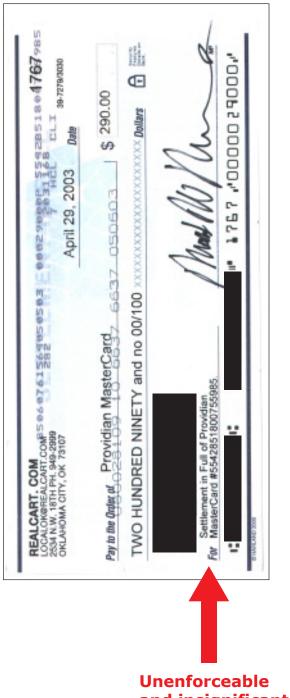
BE ADVISED: If my credit file is not amended to accurately reflect our transaction within 30 days you **will** be hearing from my personal attorneys as well as the OCC, SEC, OK and CA Attorneys General. This is my solemn vow.

Sincerely,

Mark W Mrimma

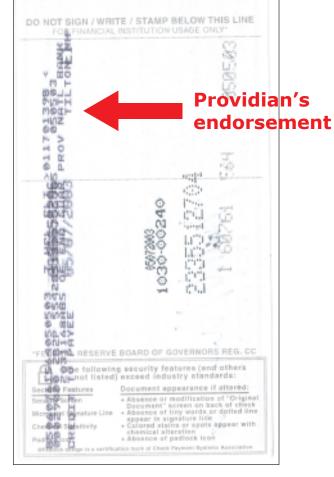
Mark W. Mumma *ENCLOSURE

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



Settlement Contract

Endorsement of this item by the within named payee, or an agent thereof, constitutes acceptance of same as full and complete settlement of Providian Mastercard Acct #5542851800755985.



Unenforceable and insignificant memo for my records Mark W. Mumma not provided on web site not provided on web site

Wednesday, April 29, 2003

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 (1) Momma

Mark W. Mumma *ENCLOSURE

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

REALCART. C LOCALOK@REALC 2534 N.W. 18TH PI OKLAHOMA CITY,	CART.COM	April 29, 2003 Dat	1767 39-7279/3030
Pay to the Order of	Providian MasterCard	\$ 2	290.00
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Settlement Contract

It's not rocket science, in fact, It is short, sweet and succinct.