

STATE OF NEBRASKA
Department of Banking & Finance

| | | |
|--|---|--------------------|
| IN THE MATTER OF: |) | |
| |) | |
| Great Plains Specialty Finance, Inc., |) | |
| d/b/a Check ‘n Go, |) | |
| for licensed locations at: |) | |
| |) | |
| 200 East 13 th Street, |) | FINDINGS OF FACT |
| South Sioux City, Dakota County, Nebraska; |) | |
| |) | |
| 3817 2 nd Avenue, |) | CONCLUSIONS OF LAW |
| Kearney, Buffalo County, Nebraska; |) | |
| |) | |
| 120 North Jeffers Street, |) | AND |
| North Platte, Lincoln County, Nebraska; |) | |
| |) | |
| 1602 Galvin Road South, |) | CONSENT AGREEMENT |
| Bellevue, Sarpy County, Nebraska; |) | |
| |) | |
| 9517 “Q” Street, |) | |
| Omaha, Douglas County, Nebraska; and |) | |
| |) | |
| 4640 Champlain Drive, Suite 117, |) | |
| Lincoln, Lancaster County, Nebraska. |) | |

THIS MATTER comes before the Nebraska Department of Banking and Finance (“DEPARTMENT”), by and through its Director, pursuant to its authority under the Delayed Deposit Services Licensing Act, Neb. Rev. Stat. §§ 45-901 to 45-929 (Reissue 2004; Cum. Supp. 2008) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008), the DEPARTMENT has examined the books, accounts, and records of Great Plains Specialty Finance, Inc., d/b/a Check ‘n Go, for licensed locations at: 200 East 13th Street, South Sioux City, Dakota County, Nebraska; 3817 2nd Avenue, Kearney, Buffalo County, Nebraska; 120 North Jeffers Street, North Platte, Lincoln County, Nebraska; 1602 Galvin

Road South, Bellevue, Sarpy County, Nebraska; 9517 "Q" Street, Omaha, Douglas County, Nebraska; and 4640 Champlain Drive, Suite 117, Lincoln, Lancaster County, Nebraska ("CHECK 'N GO"). As a result of such examinations, and being duly advised and informed in the matter, the Director and CHECK 'N GO enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

FINDINGS OF FACT

1. CHECK 'N GO holds multiple delayed deposit services business licenses under the Act. License #1886 was originally granted December 7, 1999, for the Dakota County location. License #1877 for the Buffalo County location and License #1876 for the Lincoln County location were acquired through a change of control on October 31, 2005. License #1842 for the Sarpy County location and License #1841 for the Lancaster County location were originally granted March 10, 1998. License #1840 was originally granted December 3, 1997, for the Douglas County location. All CHECK 'N GO licenses have been renewed annually on May 1st since the date that they were originally granted pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2008).

2. References in this Consent Agreement to customers of CHECK 'N GO will be by way of initials, in order to protect the privacy of such customers. CHECK 'N GO knows or should know the identity of these customers. If CHECK 'N GO is unable to ascertain the identity of these customers, the DEPARTMENT will provide a list of these customers upon receipt of a written request.

3. On August 30, 2006, the DEPARTMENT commenced an examination of CHECK 'N GO's Dakota County location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). The August 30, 2006 Report of Examination for the Dakota County location ("Dakota

County Report”) was forwarded to CHECK ‘N GO on November 20, 2006. The Dakota County Report noted a number of violations of the Act. CHECK ‘N GO submitted a response received by the DEPARTMENT on December 19, 2006.

4. On September 12, 2006, the DEPARTMENT commenced an examination of CHECK ‘N GO’s Buffalo County location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). The September 12, 2006 Report of Examination for the Buffalo County location (“Buffalo County Report”) was forwarded to CHECK ‘N GO on December 12, 2006. The Buffalo County Report noted a number of violations of the Act. CHECK ‘N GO submitted a response received by the DEPARTMENT on January 8, 2007.

5. On September 20, 2006, the DEPARTMENT commenced an examination of CHECK ‘N GO’s Lincoln County location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). The September 20, 2006 Report of Examination for the Lincoln County location (“Lincoln County Report”) was forwarded to CHECK ‘N GO on December 19, 2006. The Lincoln County Report noted a number of violations of the Act. CHECK ‘N GO submitted a response received by the DEPARTMENT on January 19, 2007, which was supplemented by an email received by the DEPARTMENT on April 9, 2007.

6. On October 24, 2006, the DEPARTMENT commenced an examination of CHECK ‘N GO’s Sarpy County locations pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). The October 24, 2006 Report of Examination for the Sarpy County locations (“Sarpy County Report”) was forwarded to CHECK ‘N GO on December 28, 2006. The Sarpy County Report noted a number of violations of the Act. CHECK ‘N GO submitted a response received by the DEPARTMENT on January 22, 2007.

7. The previous regular examination of CHECK ‘N GO’s Sarpy County locations conducted June 9, 2005 (“2005 Sarpy County Exam”), also revealed a number of violations

of the Act. The findings of the 2005 Sarpy County Exam resulted in a Consent Agreement between CHECK 'N GO and the DEPARTMENT, effective July 28, 2006. Repeat violations of the Act will be noted below.

8. On October 25, 2006, the DEPARTMENT commenced an examination of CHECK 'N GO's Omaha, Douglas County locations pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). The October 25, 2006 Report of Examination for the Douglas County locations ("Douglas County Report") was forwarded to CHECK 'N GO on January 3, 2007. The Douglas County Report noted a number of violations of the Act. CHECK 'N GO submitted a response received by the DEPARTMENT on February 5, 2007.

9. The previous regular examinations of CHECK 'N GO's Douglas County locations conducted October 26, 2004 ("2004 Douglas County Exam") and November 8, 2005 ("2005 Douglas County Exam"), also revealed a number of violations of the Act. The findings of the 2004 Douglas County Exam resulted in a Consent Agreement between CHECK 'N GO and the DEPARTMENT, effective March 1, 2005. The findings of the 2005 Douglas County Exam resulted in a Consent Agreement between CHECK 'N GO and the DEPARTMENT, effective August 9, 2006. Repeat violations of the Act will be noted below.

10. On November 13, 2006, the DEPARTMENT commenced an examination of CHECK 'N GO's Lincoln, Lancaster County locations pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). The November 13, 2006 Report of Examination for the Lancaster County locations ("Lancaster County Report") was forwarded to CHECK 'N GO on January 9, 2007. The Lancaster County Report noted a number of violations of the Act. CHECK 'N GO submitted a response received by the DEPARTMENT on February 12, 2007.

11. The Douglas County Report revealed that a form letter to customers was being used which could be used to redeem the prize of a "Next Loan Free" at the store listed on the letter. The licensee was reminded in the report that the DEPARTMENT,

[D]oes not recognize delayed deposit transactions as 'loans' and as such should refrain from using that term on any signs, letters, and/or advertisements used by Check 'n Go locations in Nebraska.

Other CHECK 'N GO locations in Nebraska had been previously fined by the DEPARTMENT for the use of the term "loan" in advertising.

12. CHECK 'N GO's February 5, 2007 response to the Douglas County Report addressed the situation by stating:

Licensee apologizes for using the term "loan" in a form letter addressed to customers. The "Next Loan Free" campaign was a nationwide program and the Licensee acknowledges that the letters should have not been distributed in the Omaha stores. Licensee recognizes that delayed deposit transactions are not recognized as "loans" in Nebraska. Store personnel have been re-trained to refrain from using the term "loan" on any signs, letters and/or advertisements used by Check 'n Go locations in Nebraska. In addition, the Corporate Marketing Department has also been instructed to avoid the use of the word "loan" in materials distributed within Nebraska.

13. CHECK 'N GO's use of the term "loan" in connection with advertising delayed deposit services transactions suggests that CHECK 'N GO could not meet the conditions of Neb. Rev. Stat. § 45-908 (Reissue 2004).

14. Both the Douglas County Report and the Lancaster County Report revealed instances where copies of checks were not included in the licensees' books and records as required by Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008). Sixteen (16) instances were cited in the Douglas County Report for customers RB, CJ(2), KM(2), JM(2), CN(2), PO(2), LP, DS(2), and MW(2) and seven (7) instances were cited in the Lancaster County Report for customers RB, CB, TP, MP, CS, AS, and SS.

15. CHECK 'N GO's February 5, 2007 response to the Douglas County Report and February 12, 2007 response to the Lancaster County Report both addressed the issue by stating:

Licensee acknowledges the Examiner's comments and admits the copies of the checks listed were not included in Licensee's records. As required by section 45-915.01(2) and the Nebraska State-Specific Operations, Licensee must maintain in its books and records copies of checks. If the check has been returned due to insufficient funds, the front and back of a check should be copied and kept in Licensee's records. Licensee is retraining its personnel on this issue.

16. CHECK 'N GO's failure to keep copies of checks as part of its books and records represents sixteen (16) separate violations in Douglas County and seven (7) separate violations in Lancaster County for a total of twenty-three (23) violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

17. The Buffalo County Report, Lincoln County Report, Sarpy County Report, Douglas County Report, and Lancaster County Report all revealed instances where more than two (2) checks from the same maker were held for customers. The Buffalo County Report revealed three (3) instances where more than two checks from the same maker were held for customers ME, TE, and DT, which also resulted in six (6) instances of checks held for a face amount in excess of five hundred dollars. The Lincoln County Report revealed four (4) instances where more than two checks from the same maker were held for customers MW and DZ (each on two occasions), which also resulted in two (2) instances of checks held for a face amount in excess of five hundred dollars. The Sarpy County Report revealed eight (8) instances where more than two checks from the same maker were held for customers CS, JB, LG, BK, NS, KS, KT, and DZ which also resulted in eight (8) instances of checks held for a face amount in excess of five hundred dollars. Both occurrences were repeat violations in Sarpy County. The Douglas County Report revealed

one (1) instance where more than two checks from the same maker were held for customer JW and three (3) instances where checks were held for a face amount in excess of five hundred dollars for customers MN, MW, and CV. Both occurrences were repeat violations in Douglas County. The Lancaster County Report revealed two (2) instances where more than two checks from the same maker were held for customers PS and TC which also resulted in two (2) instances of checks held for a face amount in excess of five hundred dollars.

18. CHECK 'N GO's January 8, 2007 response to the Buffalo County Report and January 22, 2007 response to the Sarpy County Report both addressed this issue by stating:

The Licensee acknowledges the Examiner's comments and admits the checks listed were from customers with more than 2 checks over the five hundred dollar limit. As required by sections 45-919 (1)(a) and 45-919 (1)(b) and the Nebraska State-Specific Operations, Licensee must verify that the customer has no payday transactions outstanding with another Check 'n Go location, and determine that the total amount of any other outstanding transaction does not exceed five hundred dollars. Licensee is retraining its personnel on this issue. [The Sarpy County Report's response is similar.]

CHECK 'N GO's April 9, 2007 email concerning the Lincoln County Report addressed this issue by stating:

[With respect to MW] The reason [MW] was able to re-loan in 2006 after not paying off her 2005 loan was due to a clerical error in store #306. They had accidentally transposed 2 of the digits in [MW's] social security number and the computer allowed store #301 to reloan to [MW]. Normally, the computer system will prevent a new loan from being made to a customer with any outstanding balance on a previous loan.

[With respect to DZ] This loan was taken out after the prior loan's checks were entered into the computer system as deposited and before those checks came back nsf. The CSR who initiated this second loan was new and not yet well versed in what type of proof to obtain from the customer's bank that the checks had cleared, and therefore wrote the new loan. Had the CSR followed the Store Operating Procedures this loan would not have been written.

[Customer's full names redacted.]

19. CHECK 'N GO's holding of more than two checks from the same maker at the same time represents three (3) separate violations in Buffalo County, four (4) separate violations in Lincoln County, eight (8) separate repeat violations in Sarpy County, one (1) repeat violation in Douglas County, and two (2) separate violations in Lancaster County for a total of nine (9) separate initial violations and nine (9) additional separate repeat violations of Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008).

20. CHECK 'N GO's holding of checks in a face amount in excess of five hundred dollars represents six (6) separate violations in Buffalo County, two (2) separate violations in Lincoln County, eight (8) separate repeat violations in Sarpy County, three (3) separate repeat violations in Douglas County, and two (2) separate violations in Lancaster County for a total of ten (10) separate initial violations and eleven (11) additional separate repeat violations of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

21. The Dakota County Report, Buffalo County Report, Lincoln County Report, Sarpy County Report, Douglas County Report, and Lancaster County Report all revealed instances where a check was held for more than thirty-one days for customers. The Dakota County report revealed seven (7) instances for customers JC (2 checks), JD, DF, DM, and LM (2 checks). The Buffalo County report revealed two (2) instances, both for customer LB. The Lincoln County Report revealed sixteen (16) instances for customers CY (2 checks), JT (2 checks), HR (2 checks), SM, IJ (2 checks), AJ, CT, LB (2 checks), JD, and MK (2 checks). The Sarpy County Report revealed nine (9) instances for customers SF, LB (2 checks), CC, PH, IJ (2 checks), JM (check held in excess of 60 days), and SP. The Douglas County Report Revealed nineteen (19) instances for customers MF, AJ, JT, JW (one check held in excess of 60 days), SB (2 checks), MG (6 checks), JK (4 checks), DR (2 checks), and RT. These instances were repeat violations in Douglas County. The

Lancaster County Report revealed eleven (11) instances for customers TJ, MB, EC, RD, AD, DD, TG, TK, DM, DR, and HR.

22. CHECK 'N GO's December 19, 2006 response to the Dakota County Report acknowledged that all of the cited checks had been held in excess of thirty-one days.

CHECK 'N GO's January 8, 2007 response to the Buffalo County Report addressed customer LB's checks by stating:

The [LB] check was taken to the bank on Saturday, August, 2006, which would mean that the check was held for 33 days, but the verified receipt is dated Monday, August 7, 2006. (The bank always dates Saturday receipts with the following Monday's date.) Licensee apologizes for exceeding the 31 day rule, due to interpreting the new 34 day rule that went into effect on 7/16/06 as applying to all held checks, and not only to checks received on or after 7/16/06. [Customer's full name redacted.]

CHECK 'N GO's January 22, 2007 response to the Sarpy County Report and February 5, 2007 response to the Douglas County Report both addressed the issue by stating:

Licensee apologizes that it interpreted the new 34 day rule as applying to all held checks, and not only checks received on or after 7/16/06. Licensee respectfully acknowledges that the maximum amount of time it may hold a customer's check prior to the deposit is 34 days, and that Licensee must allow the bank enough time to post the deposit of the check on the thirty-fourth day. Licensee has modified its operating procedures for monthly customers to require that these checks be deposited no later than day 33 in order to ensure adequate time for posting. Licensee is retraining personnel on this issue.

23. CHECK 'N GO's holding of checks from customers in excess of thirty-one days represents seven (7) separate violations in Dakota County, two (2) separate violations in Buffalo County, sixteen (16) separate violations in Lincoln County, nine (9) separate violations in Sarpy County, one (1) of which was over 60 days, nineteen (19) separate repeat violations in Douglas County, one (1) of which was over 60 days, and eleven (11) separate violations in Lancaster County for a total of forty-five (45) separate initial

violations, one (1) of which was over 60 days, and nineteen (19) additional separate repeat violations, one (1) of which was over 60 days of Neb. Rev. Stat. § 45-919 (1)(c) (Cum. Supp. 2008), in effect at the time of the transaction.

24. The Dakota County Report, Buffalo County Report, Lincoln County Report, Sarpy County Report, Douglas County Report, and Lancaster County Report all revealed instances where the statutorily required Same Day Transaction Verification Form (“SDTVF”) was not found in customer’s files. The Dakota County Report revealed one hundred sixteen (116) instances, the Buffalo County Report revealed one hundred seventy-one (171) instances, the Lincoln County Report revealed two hundred ninety-eight (298) instances, the Sarpy County Report revealed three hundred seventy-one (371) instances, the Douglas County Report revealed seven hundred sixty-two (762) instances, and the Lancaster County Report revealed four hundred seventy-three (473) instances for a total of two thousand one hundred ninety-one (2,191) instances for all locations examined. All locations were out of compliance for twenty-six (26) days from July 14, 2006 to August 9, 2006.

25. CHECK ‘N GO’s December 19, 2006 response to the Dakota County Report, January 8, 2007 response to the Buffalo County Report, January 19, 2007 response to the Lincoln County report, January 22, 2007 response to the Sarpy County Report, February 5, 2007 response to the Douglas County Report, and February 12, 2007 response to the Lancaster County Report addressed this issue by each stating:

Licensee apologizes that it was not aware of the implementation of the same day transaction form until August 8, 2006, when informed of it by a competitor. Licensee has no record of receiving a copy of the same day transaction form from the Department in July, 2006. As soon as Licensee became aware of this requirement, it ensured that its stores were using the same day transaction [sic] form, beginning on August 9, 2006. [The

Douglas, Lincoln, Dakota, and Lancaster County response to the Reports are similar.]

Each response also acknowledged the number of violations for each Report as follows:

Licensee acknowledges that prior to that time, but after July 14, 2006, Licensee had executed 116 advances without same day transaction [sic] forms at the South Sioux City store.

Licensee acknowledges that prior to that time, but after July 14, 2006, Licensee has executed 171 advances without same day transaction [sic] forms at the Kearney store.

Licensee acknowledges that prior to that time, but after July 14, 2006, Licensee has executed 298 advances without same day transaction [sic] forms at the North Platte store.

Licensee acknowledges that prior to that time, but after July 14, 2006, Licensee has executed a total of 371 advances, 151 advances at the principal office and 220 advances at the branch office without same day transaction [sic] forms at the Bellevue store.

Licensee acknowledges that prior to that time, but after July 14, 2006, Licensee has executed 762 advances without same day transaction [sic] forms at the Omaha stores, as noted in the Examiner's report.

Licensee acknowledges that prior to that time, but after July 14, 2006, Licensee has executed 473 advances without same day transaction [sic] forms at the Lincoln stores, as noted in the Examiner's report.

26. CHECK 'N GO's May 27, 2008 response stated:

It is Licensee's standard business practice that all of Licensee's stores in Nebraska issue receipts substantially similar to the ones we enclosed with our January 10, 2008 letter responding to the Findings of Fact, Conclusions of Law and Consent Agreement (the "Agreement"). These receipts are generated automatically by Licensee's computer system any time a customer payment is received, including whenever an advance is paid off. At the time advances are paid off the receipts show that there is no balance due. The receipts are signed by both the customer and the store employee who accepted the payment. A copy of the receipt is maintained by the store for its records.

27. CHECK 'N GO's entering into another transaction with the same maker on the same business day as the completion of a previous transaction without completion of the

SDTVF on two thousand one hundred ninety-one (2,191) occasions represents 2,191 separate violations of Neb. Rev. Stat. § 45-919 (1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008). All locations were out of compliance for twenty-six (26) days from July 14, 2006 to August 9, 2006.

28. On March 13, 2007, the DEPARTMENT spoke with a representative of CHECK 'N GO regarding two (2) radio advertisements that were currently airing in Nebraska. Both advertisements stated in part, "And you can get up to one thousand dollars at Check 'n Go." One compared the licensee to a bank, reading, in part:

At Check 'n Go, we're a lot like a bank.

We offer financial solutions, and we're safe and secure like a bank.

But Check 'n Go is different too. You can get up to one thousand dollars – quick and easy, with no hassles. Try that at a bank!

Check 'n Go is a more affordable option than paying bank overdraft or bounced check fees.

29. The DEPARTMENT received information from CHECK 'N GO which indicated that the radio spots had been airing in Nebraska starting on March 9, 2007. It would be impossible for CHECK 'N GO to actually advance "up to one thousand dollars" in Nebraska without being in violation of the Act. Furthermore, Neb. Rev. Stat. § 8-113 (Cum. Supp. 2008) prohibits use of the term "bank" in association with a description of any business activity by non-bank entities that are not exempt. A delayed deposit services provider would not be exempt from that section, a violation of which is a Class V misdemeanor. CHECK 'N GO committed to black out the spots in Nebraska, stating that the spots were part of a nationwide campaign.

30. On March 20, 2007, the DEPARTMENT again contacted CHECK 'N GO regarding the radio ads as they were still airing in Nebraska. CHECK 'N GO ultimately

provided information that the spots were purchased in association with a large number of national radio programs that air on a number of Nebraska stations for airtime through the end of December 2007. Because of this, CHECK 'N GO was unable to tell the DEPARTMENT the exact number of times that each spot had aired in Nebraska before being blacked out.

31. On August 29, 2007, the DEPARTMENT again contacted CHECK 'N GO regarding the radio ads as the ad referencing the term "bank" had again been heard in Nebraska, five months after CHECK 'N GO had committed to black out the ads. In a reply received August 31, 2007, CHECK 'N GO stated that:

On March 26 our Marketing Dept. notified the networks that we wanted to black out all ads running on NE stations. The networks notified us that they would begin the blackouts the week of April 28th, the date the next round of ads was supposed to start. (We did not run the ads every week, and that was the earliest week when the ads were supposed to run following our request, that the networks could do the blackout.)

...

[E]ven when we black out radio, we will have around 7% of the total buy that cannot be blacked out. **This is directly due to technology issues with the two networks. They do not have a sophisticated infrastructure to support multiple copy splitting and black out markets.** [Emphasis in original.]

32. CHECK 'N GO's reference to availability of cash advances beyond the statutory permitted limit and the impermissible use of the term "bank" in connection with advertising delayed deposit services transactions in two (2) separate advertisements suggest that CHECK 'N GO could not meet the conditions of Neb. Rev. Stat. § 45-908 (Reissue 2004).

33. The DEPARTMENT could conclude that the actions of CHECK 'N GO warrant the commencement of administrative proceedings to determine whether it should

impose an administrative fine in an amount up to five thousand dollars for each violation, plus investigation costs, pursuant to Neb. Rev. Stat. § 45-925 (Cum. Supp. 2008).

34. The DEPARTMENT incurred a minimum of three thousand dollars in investigation costs in this matter.

CONCLUSIONS OF LAW

1. Neb. Rev. Stat. § 45-908 (Reissue 2004) provides that in order to issue a delayed deposit services business license, the Director must determine that the character and general fitness of the applicant and its officers, directors, and shareholders are such as to warrant a belief that the business will be operated honestly, fairly, efficiently, and in accordance with the Act. To operate efficiently, a licensee must ensure that transactions with customers are conducted accurately and that the records concerning those transactions are accurately kept. The licensee must also ensure that signage and any advertising referencing a delayed deposit services transaction is accurate and not misleading.

2. Neb. Rev. Stat. § 8-113 (Cum. Supp. 2008) provides that no individual, firm, company, corporation, or association doing business in the State of Nebraska, unless organized as a bank under the Nebraska Banking Act or the authority of the federal government, or as a building and loan association, or savings bank under Chapter 8, article 3, or the authority of the federal government, shall use the word bank or any derivative thereof as any part of a title or description of any business activity. Any violation of this section shall be a Class V misdemeanor.

3. Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) provides that a licensee shall, at a minimum, include in its books and records, copies of all application materials

relating to makers, disclosure agreements, checks, payment receipts, and proofs of compliance required by Section 45-919.

4. Neb. Rev. Stat. § 45-919 (Cum. Supp. 2008) sets forth acts which are prohibited to a licensee. These acts include holding, at one time, more than two checks from any one maker pursuant to Section 45-919(1)(a); holding from any one maker a check or checks in an aggregate face amount of more than five hundred dollars pursuant to Section 45-919(1)(b); or agreeing to hold a check for more than thirty-four days pursuant to Section 45-919(1)(c). At the time some of the violations at issue occurred, Section 45-919(1)(c) (Reissue 2004) prohibited holding a check for more than thirty-one days.

5. Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) provides that no licensee shall enter into another delayed deposit transaction with the same maker on the same business day as the completion of a delayed deposit transaction unless prior to entering into the transaction the maker and the licensee verify on a form prescribed by the DEPARTMENT that completion of the prior delayed deposit transaction has occurred. The licensee shall retain written proof of compliance with this subdivision. If a licensee fails, or is unable, to provide such proof to the DEPARTMENT upon request, there shall be a rebuttable presumption that a violation of this subdivision has occurred and the DEPARTMENT may pursue any remedies or actions available to it under the Act.

6. Neb. Rev. Stat. § 45-925 (Cum. Supp. 2008) provides that if the Director finds, after notice and opportunity for hearing, that any person has violated the Act, the Director may order such person to pay an administrative fine of not more than five thousand dollars for each separate violation and the costs of an investigation.

7. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that CHECK 'N GO has violated the Act, and that an

administrative fine in an amount of not more than five thousand dollars for each violation plus costs of investigation should be imposed in accordance with Neb. Rev. Stat. § 45-925 (Cum. Supp. 2008).

8. Under the Act's statutory framework, the Director has the legal and equitable authority to fashion significant remedies.

9. It is in the best interest of CHECK 'N GO, and it is in the best interest of the public, for CHECK 'N GO and the DEPARTMENT to resolve the issues included herein.

CONSENT AGREEMENT

The DEPARTMENT and CHECK 'N GO agree as follows:

Stipulations: In connection with this Consent Agreement, CHECK 'N GO and the Director stipulate to the following:

1. The DEPARTMENT has jurisdiction as to all matters herein.
2. This Consent Agreement shall be in lieu of all other proceedings available to the DEPARTMENT, except as specifically referenced in this Consent Agreement.

CHECK 'N GO further represents as follows:

1. CHECK 'N GO is aware of its right to a hearing on these matters at which it may be represented by counsel, present evidence, and cross examine witnesses. The right to such a hearing, and any related appeal, is irrevocably waived.
2. CHECK 'N GO is acting free from any duress or coercion of any kind or nature.
3. This Consent Agreement is executed to avoid further proceedings and constitutes an admission of violations of the Act solely for the purpose of this Consent Agreement and for no other purpose.

IT IS, THEREFORE AGREED as follows:

1. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of five hundred dollars (\$500.00) for the violation of Neb. Rev. Stat. § 45-908 (Reissue 2004), where CHECK 'N GO did not ensure that advertising referencing a delayed deposit transaction was accurate in association with the mailing done by the Douglas County location.

2. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of one hundred dollars (\$100.00) for each of the twenty-three (23) violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) where required books and records were not kept.

3. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of one hundred dollars (\$100.00) for each of the nine (9) initial violations and a fine of two hundred fifty dollars (\$250.00) for each of the nine (9) repeat violations of Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008) where more than two checks were held from one maker at one time.

4. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of one hundred dollars (\$100.00) for each of the ten (10) initial violations and a fine of two hundred fifty dollars (\$250.00) for each of the eleven (11) repeat violations of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008) where checks in an aggregate face amount of more than five hundred dollars held from one maker.

5. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of one hundred dollars (\$100.00) for each of the forty-four (44) initial violations and a fine of two hundred fifty dollars (\$250.00) for each of the eighteen (18) repeat violations of Neb. Rev. Stat. § 45-919 (1)(c) (Cum. Supp. 2008) where checks were held beyond the statutory limit, plus a fine of two hundred fifty dollars

(\$250.00) for the initial violation and a fine of one thousand dollars (\$1,000.00) for the repeat violation of Neb. Rev. Stat. § 45-919 (1)(c) (Cum. Supp. 2008) where checks were held beyond the statutory limit in excess of 60 days.

6. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of two thousand five hundred dollars (\$2,500.00) for each of the six licensed county locations where a total of two thousand one hundred ninety one (2,191) customer transactions did not contain the statutorily required SDTVF in violation of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-919(1)(g) (Cum Supp. 2008).

7. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay a fine of two thousand five hundred dollars (\$2,500.00) for each of the two (2) violations of Neb. Rev. Stat. § 45-908, (Reissue 2004) where CHECK 'N GO did not ensure that advertising referencing a delayed deposit transaction was accurate in association with two different radio advertisements.

8. Within ten (10) days after the effective date of this Consent Agreement, CHECK 'N GO shall pay the DEPARTMENT's investigation costs in the amount of three thousand dollars (\$3,000.00).

9. The total amount of the fines, thirty-nine thousand eight hundred fifty dollars (\$39,850.00), plus the total amount of investigation costs, three thousand dollars (\$3,000.00), shall be payable in one check or money order in the amount of forty-two thousand eight hundred fifty dollars (\$42,850.00) to the DEPARTMENT.

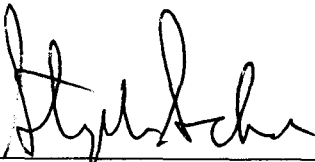
10. In the event CHECK 'N GO fails to comply with any of the provisions of this Consent Agreement, the DEPARTMENT may commence such action regarding CHECK 'N GO as it deems necessary and appropriate in the public interest.

11. If, at any time, the DEPARTMENT determines CHECK 'N GO has committed any other violations of the Act, the DEPARTMENT may take any action available to it under the Act.

12. The effective date of this Consent Agreement will be the date of the Director's signature.

DATED this _____ day of December, 2008.

**GREAT PLAINS SPECIALTY FINANCE
D/B/A CHECK 'N GO**

By: 

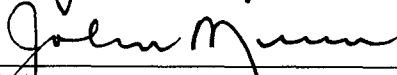
Stephen J. Schaller General Counsel

7755 Montgomery Road, Suite 400
Cincinnati, OH 45236
(513) 336-7735

DATED this 5th day of ~~December~~ ^{January, 2009}, 2008. (*date of signature above*) ^{gm}

**STATE OF NEBRASKA
DEPARTMENT OF BANKING AND
FINANCE**

Dated this 8th day of January, 2009. ^{gm}

By: 

John Munn, Director

Commerce Court, Suite 400
1230 "O" Street
Lincoln, Nebraska 68508
(402) 471-2171