

**STATE OF NEBRASKA**  
**Department of Banking & Finance**

IN THE MATTER OF: )  
 )  
 Great Plains Specialty Finance, Inc., )  
 d/b/a Check ‘n Go, )  
 120 North Jeffers Street, )  
 North Platte, Lincoln County, Nebraska; )  
 )  
 Great Plains Specialty Finance, Inc., )  
 d/b/a Check ‘n Go, )  
 202 West 27<sup>th</sup> Street, )  
 Scottsbluff, Scotts Bluff County, Nebraska; )  
 )  
 and )  
 )  
 Great Plains Specialty Finance, Inc., )  
 d/b/a Check ‘n Go, )  
 1602 Galvin Road South, )  
 Bellevue, Sarpy County, Nebraska )

FINDINGS OF FACT

CONCLUSIONS OF LAW

AND

CONSENT AGREEMENT

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; Supp. 2009) (“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, 120 North Jeffers Street, North Platte, Lincoln County, Nebraska; Great Plains Specialty Finance, Inc., d/b/a Check ‘n Go, 202 West 27<sup>th</sup> Street, Scottsbluff, Scotts Bluff County, Nebraska; and Great Plains Specialty Finance, Inc., d/b/a Check ‘n Go, 1602 Galvin Road South, Bellevue, Sarpy County, Nebraska (“CNG”). As a result of such examinations, and being duly advised and

informed in the matter, the Director and CNG enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

### **FINDINGS OF FACT**

1. CNG holds delayed deposit services business licenses under the Act. License #1876 was originally issued to Ameri-Cash Advance Centers, Inc., d/b/a Payday USA. CNG acquired the license for the Lincoln County, Nebraska location by change of control on October 31, 2005. License #1932 was originally issued to Ameri-Cash Advance Centers, Inc., d/b/a Payday USA on May 6, 2003. CNG acquired the license for the Scotts Bluff County, Nebraska location by change of control on October 31, 2005. License #1842 was originally issued to Ameri-Cash Advance Centers, Inc., d/b/a Payday USA. CNG acquired the license for the Sarpy County, Nebraska location by change of control on October 31, 2005. The licenses have been renewed annually on May 1<sup>st</sup> since that time, pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2008).

2. On October 21, 2008, the DEPARTMENT commenced an examination of CNG's Lincoln County, Nebraska location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008).

3. The October 21, 2008 Report of Examination ("Lincoln County Report") was forwarded to CNG on December 12, 2008. The Report noted a number of violations of the Act. CNG submitted responses received by the DEPARTMENT on January 9, 2009 and August 17, 2009.

4. On July 8, 2008, the DEPARTMENT commenced an examination of CNG's Scotts Bluff County, Nebraska location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008).

5. The July 8, 2008 Report of Examination (“Scotts Bluff County Report”) was forwarded to CNG on October 16, 2008. The Report noted a number of violations of the Act. CNG submitted responses received by the DEPARTMENT on November 13, 2008, June 16, 2009, and July 28, 2009.

6. On October 2, 2008, the DEPARTMENT commenced an examination of CNG’s Sarpy County, Nebraska location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008).

7. The October 2, 2008 Report of Examination (“Sarpy County Report”) was forwarded to CNG on November 7, 2008. The Report noted a number of violations of the Act. CNG submitted responses received by the DEPARTMENT on December 3, 2008 and August 17, 2009.

8. The previous regular examination of the Lincoln County office that was conducted on July 24, 2007 (“2007 exam”) also revealed a number of violations of the Act. The findings of this examination were represented in a Consent Agreement between CNG and the DEPARTMENT, with the effective date of February 11, 2009. Repeat violations of the Act will be noted below.

9. The DEPARTMENT has reviewed the responses submitted by CNG and has taken them into consideration in determining the appropriate actions to be taken in this matter.

10. References in this Consent Agreement to customers of CNG will be by way of initials, in order to protect the privacy of such customers. CNG knows or should know the identity of these customers. If CNG is unable to ascertain the identity of these

customers, the DEPARTMENT will provide a list of these customers upon receipt of a written request.

11. The Lincoln County Report noted two (2) instances where records for customers OM and MU were not properly maintained, including one (1) instance where CNG failed to copy customer checks. The Scotts Bluff County Report noted five (5) instances for customers RL, DI, DA, FE, and LH where records were not properly maintained, including one (1) instance where CNG failed to copy customer checks. The Sarpy County Report noted one (1) instance where records for customer DE were not properly maintained.

12. CNG's failure to properly maintain customer records in eight (8) instances, including failing to maintain copies of customer checks in two (2) instances, represents one (1) repeat violation for the Lincoln County office as noted in the 2007 exam and corresponding Consent Agreement and seven (7) separate violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

13. The Scotts Bluff County Report noted one (1) instance where CNG held more than two checks from customer AL.

14. CNG's holding of more than two checks from a single maker represents a violation of Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008).

15. The Scotts Bluff County Report noted one (1) instance where CNG held more than one check for customer AL with an aggregate face value greater than \$500.00.

16. CNG's holding of more than one check from a single maker with an aggregate face value greater than \$500.00 represents a violation of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

17. The Lincoln County Report noted fourteen (14) instances where CNG held checks longer than the statutorily allowed time for customers JM(2), TM(2), RW(2), DB(2), CO(2), MD(2), and GM(2). The Sarpy County Report noted six (6) instances where CNG held checks longer than the statutorily allowed time for customers BL(2), AS(2), and JW(2). The Scotts Bluff County Report noted four (4) instances where CNG held checks longer than the statutorily allowed time for customers LK, NM, KM, and WR.

18. CNG's holding of checks longer than the statutorily allowed time in twenty-four (24) instances represents fourteen (14) separate repeat violations of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008) for the Lincoln County office as noted in the previous regular examinations and cited in the corresponding Consent Agreement, and ten (10) separate violations of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008) for the Scotts Bluff County and Sarpy County offices.

19. The Lincoln County Report noted eight (8) instances where CNG failed to maintain Same Day Transaction Verification Forms ("SDTVFs") for customers GS, MU, CV, RC, JH, DH(2) and BM. The Scotts Bluff County Report noted one (1) instance where CNG failed to maintain a SDTVF for customer LH.

20. CNG's failure to maintain SDTVFs for customers in nine (9) instances represents eight (8) separate repeat violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) for the Lincoln County office, as noted in the previous regular examination and the corresponding Consent Agreement, and a violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) for the Scotts Bluff County office.

21. The Sarpy County Report noted thirty (30) instances where CNG failed to obtain completed SDTVFs for its customers. The Scotts Bluff County Report noted one (1) instance where CNG failed to obtain a completed SDTVF for customer VF. The Lincoln County Report noted eight (8) instances where CNG failed to obtain completed SDTVFs for its customers.

22. CNG's failure to obtain completed SDTVFs in thirty-nine (39) instances represents thirty-nine (39) separate violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

23. The DEPARTMENT could conclude that the actions of CNG warrant the commencement of administrative proceedings to determine whether it should impose an administrative fine in an amount up to five thousand dollars per violation, plus investigation costs, pursuant to Neb. Rev. Stat. § 45-925 (Cum. Supp. 2008).

24. The DEPARTMENT incurred a minimum of one 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.

2. 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.

3. Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008) provides that no licensee shall at any one time hold from any one maker more than two checks.

4. Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008) provides that no licensee shall at any one time hold from any one maker a check or checks in an aggregate face amount of more than five hundred dollars.

5. Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008) provides that no licensee shall hold or agree to hold a check for more than thirty-four days.

6. Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) sets forth acts which are prohibited to a licensee. These acts include entering 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 DEPARTMENT has prescribed the SDTVF for this purpose.

7. 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.

8. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that CNG has violated the Act, and that an administrative fine in an amount of not more than five thousand dollars for each separate violation plus costs

of investigation should be imposed in accordance with Neb. Rev. Stat. § 45-925 (Cum. Supp. 2008).

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

10. It is in the best interest of CNG, and it is in the best interest of the public, for CNG and the DEPARTMENT to resolve the issues included herein.

### **CONSENT AGREEMENT**

The DEPARTMENT and CNG agree as follows:

Stipulations: In connection with this Consent Agreement, CNG and the Director stipulate to the following:

1. The DEPARTMENT has jurisdiction as to all matters herein.

2. This Consent Agreement shall resolve all matters raised by the DEPARTMENT's October 21, 2008 examination of CNG's Lincoln County, Nebraska location; the DEPARTMENT's July 8, 2008 examination of CNG's Scotts Bluff County, Nebraska location; and the DEPARTMENT's October 2, 2008 examination of CNG's Sarpy County, Nebraska location. Should future circumstances warrant, the facts from this matter may be considered in future administrative actions by the DEPARTMENT.

3. This Consent Agreement shall be in lieu of all other proceedings available to the DEPARTMENT, except as specifically referenced in this Consent Agreement.

CNG further represents as follows:

1. CNG 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. CNG 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, CNG shall pay a fine of one hundred dollars (\$100.00) for each of the eight (8) instances it failed to properly maintain customer records and copies of customer checks in violation of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

2. Within ten (10) days after the effective date of this Consent Agreement, CNG shall pay a fine of one hundred dollars (\$100.00) for holding more than two checks from a single maker in violation of Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008).

3. Within ten (10) days after the effective date of this Consent Agreement, CNG shall pay a fine of one hundred dollars (\$100.00) for holding checks from a single maker with an aggregate face value greater than \$500.00 in violation of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

4. Within ten (10) days after the effective date of this Consent Agreement, CNG shall pay a fine of five thousand dollars (\$5,000.00) for the ten (10) instances where it held checks longer than statutorily allowed at the Scotts Bluff County and Sarpy County offices in violation of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008) and the fourteen (14) instances where it held checks longer than statutorily allowed at the Lincoln County office in repeat violation of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008).

5. Within ten (10) days after the effective date of this Consent Agreement, CNG shall pay a fine of one hundred dollars (\$100.00) for failing to maintain a SDTVF at the Scotts Bluff County location in violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) and two hundred fifty dollars (\$250.00) for each of the eight (8) instances where it failed to maintain a SDTVF at the Lincoln County location in repeat violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

6. Within ten (10) days after the effective date of this Consent Agreement, CNG shall pay a fine of fifty dollars (\$50.00) for each of the thirty-nine (39) instances where it failed to obtain completed SDTVFs at its Scotts Bluff County, Sarpy County, and Lincoln County locations in violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

7. Within ten (10) days after the effective date of this Consent Agreement, CNG shall pay the DEPARTMENT's investigation costs in the amount of one thousand dollars (\$1,000.00).

8. The total amount of the fine, ten thousand fifty dollars (\$10,050.00), plus the total amount of investigation costs, one thousand dollars (\$1,000.00), shall be payable in one check or money order in the amount of eleven thousand fifty dollars (\$11,050.00) to the DEPARTMENT.

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

10. If, at any time, the DEPARTMENT determines CNG has committed any other violations of the Act, the DEPARTMENT may take any action available to it under the Act.

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

DATED this 11 day of December, 2009.

**Great Plains Specialty Finance, Inc.  
d/b/a Check 'n Go**

By: \_\_\_\_\_

Stephan J. Schaller, Secretary

7755 Montgomery Road, Suite 400  
Cincinnati, Ohio 45236  
(513) 229-6535

DATED this 14<sup>th</sup> day of December, 2009.

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

By: \_\_\_\_\_

John Munn, Director

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(402) 471-2171