

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

IN THE MATTER OF:	)	
	)	FINDINGS OF FACT
Great Plains Specialty Finance, Inc.,	)	CONCLUSIONS OF LAW
d/b/a Check ‘n Go,	)	AND
1602 Galvin Road South,	)	CONSENT AGREEMENT
Bellevue, Sarpy 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 45-930 (Reissue 2010; Cum. Supp. 2014) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2014), the Department has examined the books, accounts, and records of Great Plains Specialty Finance, Inc., d/b/a Check ‘n Go, 1602 Galvin Road South, Bellevue, Sarpy County, Nebraska (“Check ‘n Go”). As a result of such examination, 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 a delayed deposit services business license under the Act. License No. 1842 was originally granted March 10, 1998, and has been renewed annually on May 1<sup>st</sup> since that time pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2014).

2. On October 22, 2014, the Department commenced an examination of Check ‘n Go pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2014). This examination included an on-site visitation of Check ‘n Go’s Bellevue, Sarpy County, Nebraska location.

3. The October 22, 2014 Report of Examination (“Report”) was forwarded to Check ‘n Go on December 12, 2014. The Report noted a number of violations of the Act. Check ‘n Go submitted a response received by the Department on January 5, 2015.

4. The Department has reviewed the response submitted by Check ‘n Go and has taken it into consideration in determining the appropriate actions to be taken in this matter.

5. 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.

6. Check ‘n Go used the word “loan” without the term being preceded by the word “payday” in multiple instances, namely in its “sticky note” advertisements and in its “Paid Receipts” for ACH transactions.

7. Check ‘n Go failed to properly maintain records in twenty-one instances for customers JF (3), LS, NO (2), JC (2), LL (3), JN, MO, DP (2), LR, MR, CC, KC, DK, and MT, and failed to provide an accurate Collection Report to the Department in two instances.

8. Check ‘n Go failed to provide Department examiners with two customer files at the time of examination in two instances, namely customers JL and AS.

9. Check ‘n Go failed to provide a written disclosure agreement in one instance for customer JF.

10. Check ‘n Go held a check for more than thirty-four days in three instances for customers JT, JB, and SK.

11. Check 'n Go failed to obtain correctly completed Same Day Transaction Verification Forms (“SDTVFs”) in nine instances for customers DP, DQ (2), LS, JP (2), RG, LS, and EW.

12. The Department could conclude the actions of Check 'n Go warrant 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. 2014).

13. The Department incurred a minimum of five hundred dollars (\$500.00) in investigation costs in this matter.

### **CONCLUSIONS OF LAW**

1. Neb. Rev. Stat. § 45-908 (Reissue 2010) 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. § 45-902(2) (Reissue 2010) defines “delayed deposit services business,” as a person who for a fee (a) accepts a check dated subsequent to the date it was written or (b) accepts a check dated on the date it was written and holds the check for a period of days prior to deposit or presentment pursuant to an agreement with or any representation made to the maker of the check. This definition does not include offering loans. As set forth in Department Interpretative Opinion #8, issued June 5, 2014, to operate in accordance with the Act, a licensee may use the phrase “payday loan” in its advertising, signage, coupons, contracts, or other customer contacts, but may not use the term “loan” by itself for any purpose.

3. The facts set forth in Finding of Fact No. 6 constitute multiple violations of Neb. Rev. Stat. § 45-908 (Reissue 2010).

4. Neb. Rev. Stat. § 45-915.01 (Reissue 2010) 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.

5. The facts set forth in Finding of Fact No. 7 constitute twenty-three separate violations of Neb. Rev. Stat. § 45-915.01 (Reissue 2010).

6. The facts set forth in Finding of Fact No. 8 constitute two separate violations of Neb. Rev. Stat. § 45-915.01 (Reissue 2010).

7. Neb. Rev. Stat. § 45-917 (Reissue 2010) provides that every licensee shall, at the time any delayed deposit services transaction is made, give to the maker of the check, or if there are two or more makers, to one of them, a notice written in plain English disclosing the fee to be charged for the transaction.

8. The facts set forth in Finding of Fact No. 9 constitute one violation of Neb. Rev. Stat. § 45-917(1) (Reissue 2010).

9. Neb. Rev. Stat. § 45-919(1)(c) (Reissue 2010) provides that no licensee shall hold or agree to hold a check for more than thirty-four days.

10. The facts set forth in Finding of Fact No. 10 constitute three separate violations of Neb. Rev. Stat. § 45-919(1)(c).

11. Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) 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 Department has prescribed the SDTVF for this purpose.

12. The facts set forth in Finding of Fact No. 11 constitute nine separate violations of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) and Neb. Rev. Stat. § 45-915.01 (Reissue 2010).

13. Neb. Rev. Stat. § 45-925 (Reissue 2010) 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.

14. 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 separate violation plus costs of investigation should be imposed in accordance with Neb. Rev. Stat. § 45-925 (Reissue 2010).

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

16. 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 resolve all matters raised by the Department's October 22, 2014 examination of Check 'n Go's Bellevue, Sarpy County, Nebraska location. Should

future circumstances warrant, the facts from this matter may be considered in a future administrative action 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.

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 days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of One Thousand Dollars (\$1,000.00) for the multiple instances where Check 'n Go used the word "loan" without the term being preceded by "payday" in violation of Neb. Rev. Stat. § 45-908 (Reissue 2010).

2. Within ten 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 instances where Check 'n Go failed to properly maintain customer records in violation of Neb. Rev. Stat. § 45-915.01 (Reissue 2010).

3. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of Two Hundred Fifty Dollars (\$250.00) for each of the two instances it failed to

provide a file to Department examiners at the time of examination in violation of Neb. Rev. Stat. § 45-915.01 (Reissue 2010).

4. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of One Hundred Dollars (\$100.00) for the one instance it failed to provide a maker with a customer disclosure agreement in violation of Neb. Rev. Stat. § 45-917 (Reissue 2010).

5. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of Two Hundred Fifty Dollars (\$250.00) for each of the three instances it held a check for more than thirty-four days in violation of Neb. Rev. Stat. § 45-919(1)(c) (Reissue 2010).

6. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of Fifty Dollars (\$50.00) for each of the nine instances where Check 'n Go failed to obtain correctly completed SDTVFs in violation of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) and Neb. Rev. Stat. § 45-915.01 (Reissue 2010).

7. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay the Department's investigation costs in the amount of Five Hundred Dollars (\$500.00).

8. The total amount of the fine, Five Thousand One Hundred Dollars (\$5,100.00), plus the total amount of investigation costs, Five Hundred Dollars (\$500.00), shall be payable in one check or money order in the amount of Five Thousand Six Hundred Dollars (\$5,600.00) to the Department.

9. 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.

10. 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.

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


DATED this 15 day of May, 2015.

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

By:   
Jonathan Lund, Compliance Counsel  
7755 Montgomery Road, Suite 400  
Cincinnati, OH 45236  
(513) 229-6535

DATED this 20 day of May, 2015.

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

By:   
Mark Quandahl, Director  
1526 K Street, Suite 300  
Lincoln, Nebraska 68508  
(402) 471-2171

