

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

IN THE MATTER OF:	)	
	)	
Great Plains Specialty Finance, Inc.	)	FINDINGS OF FACT
d/b/a Check 'n Go	)	CONCLUSIONS OF LAW
1023 East 23 <sup>rd</sup> Street	)	AND
Fremont, Dodge County, Nebraska	)	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 45-931 (Reissue 2010; Cum. Supp. 2016) ("the Act"). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2016), the Department has examined the books, accounts, and records of Great Plains Specialty Finance, Inc., d/b/a Check 'n Go, 1023 East 23<sup>rd</sup> Street, Fremont, Dodge 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. 1931 was originally granted May 6, 2003, and has been renewed annually since that time pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2016).
2. On July 11, 2018, the Department commenced an examination of Check 'n Go. This examination included an on-site visitation of Check 'n Go's Fremont, Dodge County, Nebraska location.

3. The July 11, 2018 Report of Examination ("Report") was forwarded to Check 'n Go on October 22, 2018. The Report noted a number of violations of the Act. Check 'n Go submitted a response received by the Department on or about October 29, 2018.

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. Previous regular examinations of Check 'n Go were conducted on August 12, 2015 ("2015 Exam") and March 21, 2017 ("2017 Exam"), and revealed a number of violations of the Act. The 2015 Exam resulted in a Consent Agreement between the Department and Check 'n Go with an effective date of November 18, 2015 ("2015 Consent Agreement") and the 2017 Exam resulted in a Consent Agreement between the Department and Check 'n Go with an effective date of October 10, 2017. Repeat and successive violations of the Act will be noted below.

6. 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 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 request.

7. Check 'n Go failed to properly maintain accurate payment records in two instances for customers KA and KN. These are repeat violations as noted in the 2015 and 2017 Exam and the 2015 and 2017 Consent Agreement.

8. Check 'n Go failed, at the time the delayed deposit transaction was made to provide customer GT written notice as required by Neb. Rev. Stat. § 45-917 (Reissue 2010). This is an initial offense.

9. Check 'n Go failed to accurately complete Same Day Transaction Verification Forms ("SDTVFs") in fourteen instances for customers GB, HC, AR (2), LM (2), KY (6), KA, and

KN. These are fifth successive violations as noted in the 2015 and 2017 Exams and the 2015 and 2017 Consent Agreements.

10. Check 'n Go, in violation of Neb. Rev. Stat. § 45-919(1)(c) (Supp. 2017), held or agreed to hold the check of customer GM for more than thirty-four days.

11. 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 per violation, plus investigation costs, pursuant to Neb. Rev. Stat. § 45-925 (Reissue 2010).

12. 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. § 45-915.01 (Supp. 2017) provides that a licensee shall keep or make available the books and records relating to transactions made under the Delayed Deposit Services Licensing Act as are necessary to enable the Department to determine whether the licensee is complying with the Act. The books and records shall be maintained in a manner consistent with accepted accounting practices.

3. The facts set forth in Finding of Fact No. 7 constitute two second repeat violations of Neb. Rev. Stat. § 45-915.01 (Reissue 2010) as noted in the 2015 and 2017 Exams and the 2015 and 2017 Consent Agreements.

4. Neb. Rev. Stat. § 45-917(1) (Reissue 2010) provides that a licensee shall, at the time of any DDS transaction is made, provide a notice to the maker in writing as required by that statute.

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

6. Neb. Rev. Stat. § 45-919(l)(g) (Supp. 2017) 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, and the SDTVF must be accurately completed.

7. The facts set forth in Finding of Fact No. 9 constitute fourteen, fifth successive violations of Neb. Rev. Stat. § 45-919(1)(g) (Supp. 2017) as demonstrated by the 2015 and 2017 Exams and 2015 and 2017 Consent Agreements.

8. Neb. Rev. Stat. § 45-919(c) (Supp. 2017) provides that no licensee shall hold a check for more than thirty-four days.

9. The facts set forth in Finding of Fact No. 10 constitute an initial violation of Neb. Rev. Stat. § 45-919(c) (Supp. 2017).

10. 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.

11. The facts set forth in Finding of Fact No. 10 constitute an initial violation of Neb. Rev. Stat. § 45-919(1)(c) (Supp. 2017).

12. 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).

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

14. 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**

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 July 11, 2018 examination of Check 'n Go's Fremont, Dodge 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 Four Hundred Dollars (\$400.00) for each of the two instances where Check 'n Go failed to properly maintain customer records in second repeat violations of Neb. Rev. Stat. § 45-915.01 (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 the one instance where Check 'n Go failed to provide notice to the customer in violation of Neb. Rev. Stat § 45-917(1) (Reissue 2010).

3. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of Eight Hundred Dollars (\$800.00) for each of the fourteen instances where Check 'n Go failed to obtain correctly completed SDTVFs, which are fifth successive violations of Neb. Rev. Stat. § 45-919 (Supp. 2017).

4. 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 the one instance where Check 'n Go held a check, or agreed to hold a check, for longer than thirty-four days.

5. 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).

6. The total amount of the fine, Twelve Thousand Three Hundred Fifty Dollars (\$12,350.00), 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 Twelve Thousand Eight Hundred Fifty Dollars (\$12,850.00) to the Department.

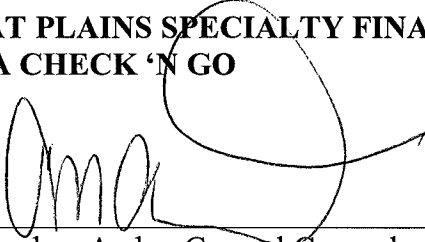
7. In the event Check 'n Go fails to comply with any of the provisions of this Consent Agreement, the Department may commence such action regarding Check 'n Go as it deems necessary and appropriate in the public interest.

8. 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.

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

DATED this 7<sup>th</sup> day of January, 2019.


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

By:   
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DATED this 10 day of Jan, 2019.

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

By:   
Mark Quandahl, Director

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