

**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
9517 Q Street,	)	CONSENT AGREEMENT
Omaha, Douglas 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; 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, 9517 Q Street, Omaha, Douglas 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 #1840 was originally issued on December 3, 1997. The license has been renewed annually on May 1<sup>st</sup> since that time, pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2008).
2. On March 8, 2010, the DEPARTMENT commenced an examination of CHECK ‘N GO pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). This

examination included an on-site visitation of CHECK ‘N GO’s Omaha, Douglas County, Nebraska location.

3. The March 8, 2010 Report of Examination (“Report”) was forwarded to CHECK ‘N GO on March 31, 2010. The Report noted a number of violations of the Act. CHECK ‘N GO submitted a response received by the DEPARTMENT on April 22, 2010.

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. The previous regular examinations were conducted on November 8, 2005 (“2005 Exam”), October 25, 2006 (“2006 Exam”), December 17, 2007 (“2007 Exam”), and February 2, 2009 (“2009 Exam”); each noted a number of violations of the Act. These violations were also cited in corresponding Consent Agreements with the effective dates of August 9, 2006 for the 2005 Exam, and January 8, 2009 for the 2006 Exam. The violations cited in the 2007 and 2009 Exams were combined into one Consent Agreement with the effective date of November 12, 2009.

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 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.

7. The Report noted four (4) instances where CHECK ‘N GO failed to properly maintain customer records for PD and OA.

8. CHECK ‘N GO’s failure to properly maintain customer records in four (4) instances represents four (4) separate repeat violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008) as noted in the 2009 Exam and corresponding Consent Agreement.

9. The Report noted one (1) instance where CHECK ‘N GO failed to obtain a signed disclosure form for customer DS.

10. CHECK ‘N GO’s failure to obtain a signed disclosure form in one (1) instance represents one (1) violation of Neb. Rev. Stat. § 45-917(1)(a) (Cum. Supp. 2008).

11. The Report noted two (2) instances where CHECK ‘N GO held more than two checks from a single maker for customer MC.

12. CHECK ‘N GO’s holding of more than two checks from a single maker in two (2) instances represents two (2) separate repeat violations of Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008) as noted in the 2009 Exam and cited in the corresponding Consent Agreement.

13. The Report noted two (2) instances where CHECK ‘N GO held checks with an aggregate face value greater than five hundred dollars for customer MC.

14. CHECK ‘N GO’s holding of checks with an aggregate face value greater than five hundred dollars in two (2) instances represents two (2) separate violations of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

15. The Report noted fifteen (15) instances where CHECK ‘N GO held checks longer than the statutorily allowed time limit.

16. CHECK ‘N GO’s holding of checks longer than the statutorily allowed time limit in fifteen (15) instances represents fifteen (15) separate repeat violations of Neb.

Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008) as noted in the 2005 Exam, 2006 Exam, 2007 Exam, and 2009 Exam and cited in the corresponding Consent Agreements.

17. The Report noted two (2) instances where CHECK ‘N GO failed to maintain Same Day Transaction Verification Forms (“SDTVFs”) for customer DS.
18. CHECK ‘N GO’s failure to maintain SDTVFs in two (2) instances represents two (2) separate violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

19. The report noted five (5) instances where CHECK ‘N GO failed to obtain completed SDTVFs for customers AW, KS, MP, JM, and JW.

20. CHECK ‘N GO’s failure to obtain completed SDTVFs in five (5) instances represents five (5) 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) as noted in the 2007 Exam and 2009 Exam and cited in the corresponding Consent Agreement.

21. 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 (Cum. Supp. 2008).

22. 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 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. § 45-917(1)(a) (Cum. Supp. 2008) 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.

4. 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.

5. 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.

6. 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.

7. Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) provides that a licensee shall not 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.

8. 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.

9. 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 (Cum. Supp. 2008).

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

11. 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 March 8, 2010 examination of CHECK ‘N GO’s Omaha, Douglas 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 (10) 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 four (4) instances it failed to properly maintain customer records in repeat 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, CHECK ‘N GO shall pay a fine of two hundred fifty dollars (\$250.00) for failing to obtain a signed disclosure form in violation of Neb. Rev. Stat. § 45-917(1)(a) (Cum. Supp. 2008).

3. Within ten (10) 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

(2) instances it held more than two checks from a single maker in repeat violation of Neb. Rev. Stat. § 45-919(1)(a) (Cum. Supp. 2008).

4. Within ten (10) 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 (2) instances it held checks from a maker with an aggregate face value greater than five hundred dollars in violation of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

5. Within ten (10) days after the effective date of this Consent Agreement, CHECK ‘N GO shall pay a fine of one thousand dollars (\$1,000.00) for each of the fifteen (15) instances it held checks longer than the statutorily allowed limit in repeat violation of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008).

6. 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 failing to maintain a SDTVF 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, CHECK ‘N GO shall pay a fine of one hundred dollars (\$100.00) for each of the five (5) instances CHECK ‘N GO failed to obtain a completed SFTVF 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).

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 five hundred dollars (\$500.00).

9. The total amount of the fine, seventeen thousand eight hundred fifty dollars (\$17,850.00), 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 eighteen thousand three hundred fifty dollars (\$18,350.00) 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.

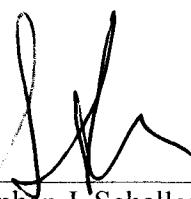
11. If, at any time, the DEPARTMENT determines CHECK 'N GO has committed any other violations of the Act, the DEPARTMENT may take any action available to it under the Act.

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

DATED this 20<sup>th</sup> day of July, 2010.

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

By:



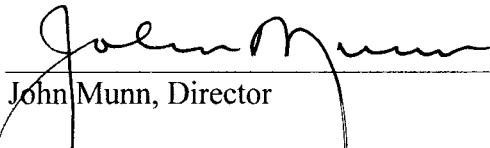
Stephen J. Schaller, Secretary

7755 Montgomery Road, Suite 400  
Cincinnati, OH 45236

DATED this 20<sup>th</sup> day of July, 2010.

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

By:

  
John Munn, Director

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