

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 1st since that time pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2014).

2. On January 13, 2016, 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 January 13, 2016 Report of Examination (“Report”) was forwarded to Check ‘n Go on March 1, 2016. The Report noted a number of violations of the Act. Check ‘n Go submitted a response received by the Department on March 28, 2016.

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 examination of Check ‘n Go was conducted October 22, 2014 (“2014 Exam”), and revealed a number of violations of the Act. The 2014 Exam resulted in a Consent Agreement between the Department and Check ‘n Go with an effective date of May 20, 2015. Repeat 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 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. Check ‘n Go used the word “loan” without the term being preceded by the word “payday” in previously used payment receipts. This is a repeat violation as noted in the 2014 Exam and corresponding Consent Agreement.

8. Check ‘n Go failed to properly maintain accurate payment records in sixteen instances as set out below for customers JL (2), KG, MN, EW, LA, JC (2), JP, KC (2), HT (2), CC (2), and MM. This is a repeat violation as noted in the 2014 Exam and corresponding Consent Agreement.

a. Two instances of incorrect check status on customer history for JL and KG.

- b. Three instances of incorrect check numbers entered into the automated system for MN and HT (2).
- c. One instance of an incorrect number on the collection report for LA.
- d. Seven instances of documents not in customer files for JL, EW, JC (2), JP, and KC (2).
- e. Three instances on the incorrect use of ACH Payments for customers CC (2) and MM.

9. Check 'n Go failed to obtain correctly completed Same Day Transaction Verification Forms (“SDTVFs”) in four instances for customers JL, MN, CC, and AJ. This is a repeat violation as noted in the 2014 Exam and corresponding Consent Agreement.

10. 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).

11. 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, effective 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. 7 constitute repeat violations of Neb. Rev. Stat. § 45-908 (Reissue 2010) as noted in the 2014 Exam and corresponding Consent Agreement.

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. Neb. Rev. Stat. § 45-915.01(1) (Reissue 2010) 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.

6. The facts set forth in Finding of Fact No. 8 constitute sixteen separate repeat violations of Neb. Rev. Stat. § 45-915.01 (Reissue 2010) as noted in the 2014 Exam and corresponding Consent Agreement.

7. 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.

8. The facts set forth in Finding of Fact No. 9 constitute four separate repeat violations of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) and Neb. Rev. Stat. § 45-915.01 (Reissue 2010) as noted in the 2014 Exam and corresponding Consent Agreement.

9. 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.

10. 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).

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

12. 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 January 13, 2016 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 instances where Check 'n Go used the word "loan" in its payment receipts without the term being preceded by the word "payday" in repeat 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 Two Hundred Dollars (\$200.00) for each of the sixteen instances where Check 'n Go failed to properly maintain customer records in repeat 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 One Hundred Dollars (\$100.00) for each of the four instance where Check 'n Go failed to obtain correctly completed SDTVFs in repeat violation of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) and 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 the Department's investigation costs in the amount of Five Hundred Dollars (\$500.00).

5. The total amount of the fine, Four Thousand Six Hundred Dollars (\$4,600.00), 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 One Hundred Dollars (\$5,100.00) to the Department.

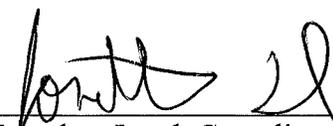
6. In the event Check 'n Go fails to comply with any of the provisions of this Consent Agreement, the Department may commence such action regarding Check 'n Go as it deems necessary and appropriate in the public interest.

7. 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.

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

DATED this 23 day of May, 2016.

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

By: 
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DATED this 25th day of May, 2016.



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

By: 
Kelly Lammers, Deputy Director

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