

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. 2016; Supp. 2017) (“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, 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 since that time pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2016).

2. On June 19, 2017, the Department commenced an examination of Check ‘n Go. This examination included an on-site visitation of Check ‘n Go’s Bellevue, Sarpy County, Nebraska location.

3. The June 19, 2017 Report of Examination (“Report”) was forwarded to Check ‘n Go on or about October 4, 2017. The Report noted a number of violations of the Act. Check ‘n Go submitted two written responses, received by the Department on October 20, 2017 and November 10, 2017.

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

5. A previous regular examination of Check ‘n Go was conducted January 13, 2016 (“2016 Exam”), and revealed a number of violations of the Act. The 2016 Exam resulted in a Consent Agreement between the Department and Check ‘n Go with an effective date of May 25, 2016 (“Consent Agreement”). 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 failed to properly maintain accurate customer records in three instances for customers MA and MR (2). These are third, successive violations as noted in the 2016 Exam and corresponding Consent Agreement.

8. Check ‘n Go failed to provide customer records to Department Examiners in four instances for customers RW (2), DC, and AL. These are third, successive violations as noted in the 2016 Exam and corresponding Consent Agreement.

9. Check ‘n Go failed to provide written notice as required by Neb. Rev. Stat. § 45-917(1) (Reissue 2010) to the maker of the check, at the time the delayed deposit services transaction was made, in one instance for customer DY.

10. Check 'n Go failed to accurately complete SDTVFs in sixteen instances for customers MV, MN, MA, JL (2), MK (3), MM (2), DY, SO (4), and RW. These are third, successive violations as noted in the 2016 Exam and corresponding Consent Agreement.

11. Check 'n Go permitted a customer to redeem a check by paying the full amount of the check with a debit card payment instead of with cash in one instance for customer HD.

12. 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).

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. § 45-915.01(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.

3. The facts set forth in Finding of Fact No. 7 constitute three violations of Neb. Rev. Stat. § 45-915.01 (Reissue 2010), which are third, successive violations as provided in the 2016 Exam and corresponding Consent Agreement.

4. Neb. Rev. Stat. § 45-915.01(2) (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. 8 constitute four violations of Neb. Rev. Stat. § 45-915.01 (Reissue 2010), which are third, successive violations according to the 2016 Exam and corresponding Consent Agreement.

6. Neb. Rev. Stat. § 45-917(1) (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.

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

8. 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.

9. The facts set forth in Finding of Fact No. 10 constitute sixteen violations of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010), which are third, successive violations according to the 2016 Exam and corresponding Consent Agreement.

10. Neb. Rev. Stat. §45-919(2) (Reissue 2010) provides that a delayed deposit transaction is completed when the licensee has presented a maker's check for payment to a financial institution or the maker redeemed the check by paying the full amount of the check in cash to the licensee.

11. The facts set forth in Finding of Fact No. 11 constitute one violation of Neb. Rev. Stat. § 45-919 (Reissue 2010).

12. 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.

13. 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).

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

15. 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 June 19, 2017 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 Four Hundred Dollars (\$400.00) for each of the three instances where Check 'n Go failed to properly maintain customer records in violation of Neb. Rev. Stat. § 45-915.01 (Reissue 2010), which are third, successive violations.

2. 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 each of the four instances where Check 'n Go failed to provide customer records in violation of Neb. Rev. Stat. § 45-915.01(2) (Reissue 2010), which are third, successive violations.

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 the one instance where Check 'n Go failed to provide to a customer a notice written in plain English of disclosures required by the Act in violation of Neb. Rev. Stat. § 45-917(1) (Reissue 2010).

4. 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 obtain correctly completed SDTVFs in violation of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010), which are third, successive violations.

5. Check 'n Go stipulates and agrees to no longer permit any customer to redeem a check by paying off the initial check, in whole or in part, with a debit card payment instead of with cash, in compliance with Neb. Rev. Stat. § 45-919 (Reissue 2010).

6. 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).

7. The total amount of the fine, Eight Thousand Five Hundred Dollars (\$8,500.00), 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 Nine Thousand Dollars (\$9,000.00) to the Department.

8. 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.

9. 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.

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

DATED this 8th day of February, 2018.

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

By: _____

Charles Mottier, Compliance Counsel

7755 Montgomery Road, Suite 400
Cincinnati, Ohio 45236
(513) 336-7735

DATED this 14 day of Feb, 2018.

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

By: _____

Mark Quandahl, Director

1526 K Street, Suite 300
Lincoln, Nebraska 68508
(402) 471-2171

