

**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
2911 “O” Street, Suite B	)	CONSENT AGREEMENT
Lincoln, Lancaster 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 45-931 (Reissue 2010; Cum. Supp. 2018) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2018), the Department has examined the books, accounts, and records of Great Plains Specialty Finance, Inc., d/b/a Check ‘n Go, 2911 “O” Street, Suite B, Lincoln, Lancaster 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. 1841 was originally granted March 10, 1998, and has been renewed annually pursuant to Neb. Rev Stat. § 45-910 (Cum. Supp. 2018).

2. On December 19, 2019, the Department commenced an examination of Check ‘n Go pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2018). This examination included an on-site visitation of Check ‘n Go’s Lincoln, Lancaster County, Nebraska location.

3. The December 19, 2019 Report of Examination (“Report”) was forwarded to Check ‘n Go on January 13, 2020. The Report noted a number of violations of the Act. Check ‘n Go submitted a response to the Department dated February 3, 2020.

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 on August 6, 2018 (“2018 Exam”), and resulted in a consent order between Check ‘n Go and the Department with an effective date of February 25, 2019 (“2019 Consent Agreement”). The 2018 Exam followed a regular examination conducted on April 10, 2017 (“2017 Exam”), which also revealed a number of violations of the Act. The 2017 Exam resulted in a Consent Agreement between the Department and Check ‘n Go with an effective date of October 10, 2017 (“2017 Consent Agreement”). 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 written request.

7. Check ‘n Go failed to provide accurate customer records to Department Examiners in four instances, for customers AH, JF, DC, and EN, in violation of Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018). These are second repeat violations pursuant to the 2017 Examination and 2018 Examination and the 2017 Consent Agreement and 2019 Consent Agreement.

8. Check ‘n Go failed to provide customer records to Department Examiners in three instances, for customers HN, RS, and BT, in violation of Neb. Rev. Stat. § 45-915.01

(Cum. Supp. 2018). These are second repeat violations pursuant to the 2017 Examination and 2018 Examination and the 2017 Consent Agreement and 2019 Consent Agreement.

9. Check ‘n Go failed to accurately complete a Same Day Transaction Verification Form (“SDTVF”) in twenty-three instances in violation of Neb Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018). These are second repeat violations pursuant to the 2017 Examination and 2018 Examination and the 2017 Consent Agreement and 2019 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 (\$5,000.00) 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. § 45-915.01 (Cum. Supp. 2018) 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 as set forth in Finding of Fact No. 7 constitute four second repeat violations of Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018).

4. Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018) also 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 as set forth in Finding of Fact No. 8 constitute three second repeat violations of Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018).

6. Neb. Rev. Stat. § 45-919(l)(g) (Cum. Supp. 2018) 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 twenty-three second repeat violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018).

8. 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 (\$5,000.00) 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 (\$5,000.00) for each separate violation plus

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

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 December 19, 2019 examination of Check 'n Go's Lincoln, Lancaster 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 four instances where Check 'n Go failed to provide accurate customer records to Department Examiners in second repeat violations of Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018).

2. Within ten days after the effective date of this Consent Agreement, Check 'n Go shall pay a fine of One Thousand Dollars (\$1000.00) for each of the three instances where Check 'n Go failed to provide customer records to Department Examiners in second repeat violations of Neb. Rev. Stat. § 45-915 (Cum. Supp. 2018).

3. 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 twenty-three instances where Check 'n Go failed to obtain a correctly completed SDTVF, in second repeat violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018).

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, Nine Thousand Two Hundred Dollars (\$9,200.00), 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 Seven Hundred Dollars (\$9,700.00) 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 1st day of April, 2020.

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

By: 

Charlie Mottier, Compliance Counsel  
7755 Montgomery Road, Suite 400  
Cincinnati, Ohio 45236  
*Andrea Andre  
General Counsel  
and Chief Compliance Officer*

DATED this 7 day of April, 2020.



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

By:   
Mark Quandahl, Director

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