

STATE OF NEBRASKA
Department of Banking & Finance

IN THE MATTER OF:)	
)	FINDINGS OF FACT
Cash in Advance, Inc.,)	CONCLUSIONS OF LAW
2409 Lincoln Road,)	AND
Bellevue, 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 45-929 (Reissue 2004; Cum. Supp. 2006) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Reissue 2004), the DEPARTMENT has examined the books, accounts, and records of Cash in Advance, Inc., 2409 Lincoln Road, Bellevue, Nebraska (“CASH IN ADVANCE”). As a result of such examination, and being duly advised and informed in the matter, the Director and CASH IN ADVANCE enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

FINDINGS OF FACT

1. CASH IN ADVANCE holds a delayed deposit services business license under the Act. License #1821 was originally granted November 8, 1995. The license has been renewed annually on May 1st since that time pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2006).
2. On April 19, 2006, the DEPARTMENT commenced an examination of CASH IN ADVANCE pursuant to Neb. Rev. Stat. § 45-920 (Reissue 2004). This examination

included an on-site visitation of CASH IN ADVANCE's Bellevue, Sarpy County, Nebraska location.

3. The April 19, 2006 Report of Examination ("Report") was forwarded to CASH IN ADVANCE on June 26, 2006. The Report noted a number of violations of the Act. CASH IN ADVANCE submitted a response which was received by the DEPARTMENT on July 13, 2006.

4. The Report noted that it appeared that CASH IN ADVANCE had initiated new software which was incorrectly calculating the annual percentage rate ("APR") required by Regulation Z, 12 CFR § 226 (2001). Furthermore, the disclosures signed by customers were citing Hawaii law. The DEPARTMENT in its June 26, 2006 letter asked CASH IN ADVANCE to address these issues.

5. In its July 13, 2006 letter, CASH IN ADVANCE responded as follows regarding the APRs and the citation to Hawaii law:

e. OUR NEW SOFTWARE WAS INSTALLED JAN 24TH 2006. OUR EXAMINE (sic) WAS APR 19TH 2006. I WAS NOT AWARE THE APR'S WERE PRINTING INCORRECTLY UNTIL (examiner) TOLD ME. SINCE THE 19TH OF APRIL WE HAVE BEEN WRITING IN THE CORRECT ARP'S (sic) ON THE CUSTOMER AGREEMENT (sic). I HAVE FAXED THE CORRECT FORMULA TO THE SOFTWARE INSTALLER AND HE IS MAKING THE CORRECTION.

f. I WAS IN HAWAII WHEN WE WERE TRANSFERRING TO THE NEW SOFTWARE AND THE SOFTWARE INSTALLER SENT THE WRONG PROGRAM TO THIS LOCATION. HE IS MAKING OUR CUSTOMER AGREEMENTS (sic) TO READ NEBRASKA'S LAWS AND REGULATIONS.
(capitalization in original)

6. CASH IN ADVANCE also provided copies of all of the disclosures in which the APR had been calculated incorrectly as part of its July 13, 2006 response.

7. The DEPARTMENT has determined that the APRs were understated in five hundred eighty (580) transactions conducted by CASH IN ADVANCE between January 24, 2006 and April 19, 2006. These customers of CASH IN ADVANCE have been overcharged a total of \$29,839.73 in fees associated with the improper disclosure of the APRs.

8. CASH IN ADVANCE's understatement of the APRs charged for these transactions represents five hundred eighty (580) violations of Neb. Rev. Stat. § 45-917(1)(a) (Cum. Supp. 2006).

9. The DEPARTMENT has incurred a minimum of one thousand three hundred dollars 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. Federal Regulation Z, 12 CFR § 226 (2001), requires the licensee to disclose the annual percentage rate associated with the fee charged for the delayed deposit services transaction to the customer.

3. Neb. Rev. Stat. § 45-917(1)(a) (Cum. Supp. 2006) requires a licensee to provide the maker of the check with written notice of the fees to be charged for the transaction.

4. Neb. Rev. Stat. § 45-925 (Cum. Supp. 2006) 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.

5. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that CASH IN ADVANCE 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. 2006).

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

7. It is in the best interest of CASH IN ADVANCE, and it is in the best interest of the public, for CASH IN ADVANCE and the DEPARTMENT to resolve the issues included herein.

CONSENT AGREEMENT

The DEPARTMENT and CASH IN ADVANCE agree as follows:

Stipulations: In connection with this Consent Agreement, CASH IN ADVANCE 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 April 19, 2006 examination of CASH IN ADVANCE. 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.

CASH IN ADVANCE further represents as follows:

1. CASH IN ADVANCE 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. CASH IN ADVANCE 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, CASH IN ADVANCE shall pay a fine of fifty dollars (\$50.00) for each of the five hundred eighty (580) violations of Neb. Rev. Stat. § 45-917(1)(a) (Cum. Supp. 2006) where CASH IN ADVANCE understated the APRs that its customers were charged.

2. Within twenty (20) days after the effective date of this Consent Agreement, CASH IN ADVANCE shall submit proof to the DEPARTMENT that it has made refunds to each consumer of the fees it collected in excess of the APRs that were disclosed to the consumers.

3. Within ten (10) days after the effective date of this Consent Agreement, CASH IN ADVANCE shall pay the DEPARTMENT's investigation costs in the amount of one thousand three hundred dollars (\$1,300.00).

4. The total amount of the fine, twenty nine thousand dollars (\$29,000.00), plus the total amount of investigation costs, one thousand three hundred dollars (\$1,300.00),

shall be payable in one check or money order in the amount of thirty thousand three hundred dollars (\$30,300.00) to the DEPARTMENT.

5. In the event CASH IN ADVANCE fails to comply with any of the provisions of this Consent Agreement, the DEPARTMENT may commence such action regarding CASH IN ADVANCE as it deems necessary and appropriate in the public interest.

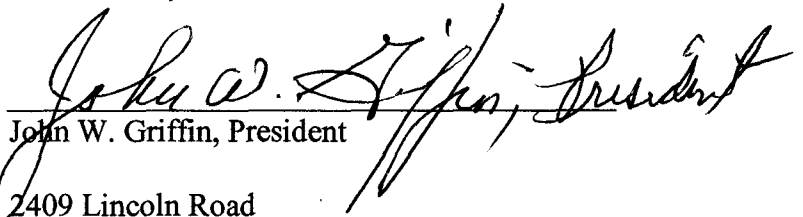
6. If, at any time, the DEPARTMENT determines CASH IN ADVANCE has committed any other violations of the Act, the DEPARTMENT may take any action available to it under the Act.

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

DATED this 9th day of September, 2006.

Cash in Advance, Inc.

By:



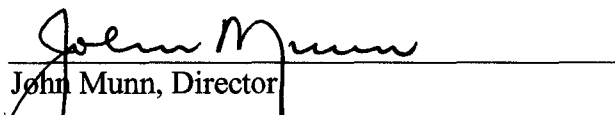
John W. Griffin, President

2409 Lincoln Road
Bellevue, Nebraska 68005
(402) 292-9238

DATED this 15th day of September, 2006.

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

By:



John Munn, Director

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