

**STATE OF NEBRASKA**  
**Department of Banking & Finance**

IN THE MATTER OF:	)	
	)	FINDINGS OF FACT
QC Financial Services, Inc.,	)	CONCLUSIONS OF LAW
d/b/a Quick Cash,	)	AND
2220 East Avery Road,	)	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 45-929 (Reissue 2004; Cum. Supp. 2008) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008), the DEPARTMENT has examined the books, accounts, and records of QC Financial Services, Inc., d/b/a Quick Cash, 2220 East Avery Road, Bellevue, Sarpy County, Nebraska (“QUICK CASH”). As a result of such examination, and being duly advised and informed in the matter, the Director and QUICK CASH enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

**FINDINGS OF FACT**

1. QUICK CASH holds a delayed deposit services business license under the Act. License #1959 was originally issued on August 4, 2005. 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 February 8, 2007, the DEPARTMENT commenced an examination of QUICK CASH pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). This examination

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

3. The February 8, 2007 Report of Examination ("Report") was forwarded to QUICK CASH on March 7, 2007. The Report noted a number of violations of the Act. QUICK CASH submitted responses received by the DEPARTMENT on March 28, 2007 and August 13, 2007.

4. References in this Consent Agreement to customers of QUICK CASH will be by way of initials, in order to protect the privacy of such customers. QUICK CASH knows or should know the identity of these customers. If QUICK CASH is unable to ascertain the identity of these customers, the DEPARTMENT will provide a list of these customers upon receipt of a written request.

5. The Report noted QUICK CASH failed to obtain copies of customer checks until January 31, 2007 although required to do so since July 14, 2006.

6. QUICK CASH's March 28, 2007 response stated:

Upon notification by State Examiner, Brian, all stores were instructed to immediately begin making copies of all checks once received and attached to current contracts. This process was started on or about 1/31/07.

7. QUICK CASH's failure to obtain copies of customer checks from July 14, 2006 through January 31, 2007, represents numerous violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

8. The Report noted an instance where QUICK CASH assessed a fee on customer BS even though the check was deposited after the due date.

9. QUICK CASH's March 28, 2007 response stated:

It should be indicated as well that there were a number of accounts that have had fees posted where the check was deposited the day after the

presentment date due to wording within our contracts that is being corrected. This wording gave the customer until the close of business to bring in cash or their check would be presented. Unfortunately, the banks are not open for presentment of these checks upon closing and we typically presented the following morning, or sent to the bank after the daily cutoff, thus showing that they were not presented until the following day.

10. QUICK CASH's assessing fees on customer BS even though the check was deposited after the due date represents a violation of Neb. Rev. Stat. § 45-917(1)(c) (Cum. Supp. 2008).

11. The Report noted one instance where QUICK CASH held checks for JM with an aggregate face value greater than five hundred dollars.

12. QUICK CASH's March 7, 2007 response stated:

JM (customer's name redacted) 2226 Deposited on 2/7/06 This check was deposited on said date. On 2/9/06 JM came into store to re-write. At this time he was instructed that he must show proof that his deposited check had cleared, before we could write an advance for him, so that we were not in violation of state statute. He proceeded to retrieve a copy of this check as proof that it had cleared. The manager at the time was only a month and a half into running the store and accepted this instead of an actual statement from the bank indicating the actual balance. She then wrote another advance for him. This check, 2226, then came back NSF in addition to check 2244 coming back NSF. The Manager is fully aware of what occurred and caught the mistake shortly after it had occurred, but unfortunately all attempts to contact JM after these transactions were unsuccessful.

13. QUICK CASH's holding of checks for JM with an aggregate face value greater than five hundred dollars represents a violation of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

14. The Report noted five (5) instances where QUICK CASH held checks for TC (2), BS, LC, and JJ longer than the statutorily allowed time.

15. QUICK CASH's March 28, 2007 response stated:

TC (customer's name redacted) 1196 Deposited 6/6/06 Held for 32 Days- Manager was on [v]acation and CSR inadvertently made the error and deposited check 1 day later than he should have not taking into account for 31 days in May. CSR was counseled for this and all State Statutes were reinforced so that he is aware of the importance of following state laws.

.....

LC (customer's name redacted) 2550 Deposited on 8/15/06 This was presumed to be covered under the law change that instituted the 34 day holding period.

16. QUICK CASH's holding of checks for customers BS, TC (2), LC, and JJ longer than the statutorily allowed time represents five (5) separate violations of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008), in effect at the time of the transaction.

17. The DEPARTMENT could conclude that the actions of QUICK CASH 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).

18. The DEPARTMENT incurred a minimum of five 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. 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)(c) (Cum. Supp. 2008) provides that every licensee shall, at the time any delayed deposit services transaction is made, give to the maker a notice written in plain English disclosing any penalty not to exceed fifteen dollars which the licensee will charge if the check is not negotiable on the date agreed upon.

4. 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.

5. 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 if the transaction was entered into after July 14, 2006. Prior to July 14, 2006, the allowed time was thirty-one days.

6. 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.

7. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that QUICK CASH 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).

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

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

### **CONSENT AGREEMENT**

The DEPARTMENT and QUICK CASH agree as follows:

Stipulations: In connection with this Consent Agreement, QUICK CASH 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 February 8, 2007 examination of QUICK CASH. 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.

QUICK CASH further represents as follows:

1. QUICK CASH 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. QUICK CASH 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, QUICK CASH shall pay a fine of five thousand dollars (\$5,000.00) for failing to obtain copies of customer checks until January 31, 2007, although required to do so since July 14, 2006, in 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, QUICK CASH shall pay a fine of one hundred dollars (\$100.00) for assessing a penalty fee to a customer even though the check was deposited after the due date in violation of Neb. Rev. Stat. § 45-917(1)(c) (Cum. Supp. 2008).

3. Within ten (10) days after the effective date of this Consent Agreement, QUICK CASH shall pay a fine of one hundred dollars (\$100.00) for holding checks for a single customer with an aggregate face value greater than five hundred dollars in violation of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

4. Within ten (10) days after the effective date of this Consent Agreement, QUICK CASH shall pay a fine of one hundred dollars (\$100.00) for each of the five (5) instances it held a customer check longer than the statutorily allowed time in violation of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008).

5. Within ten (10) days after the effective date of this Consent Agreement, QUICK CASH shall pay the DEPARTMENT's investigation costs in the amount of five hundred dollars (\$500.00).

6. The total amount of the fine, five thousand seven hundred dollars (\$5,700.00), 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 six thousand two hundred dollars (\$6,200.00) to the DEPARTMENT.


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

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

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

DATED this 13<sup>th</sup> day of July, 2009.


**QC Financial Services, Inc.  
d/b/a Quick Cash**

By:   
Darin Andersen, President

9401 Indian Creek Parkway, Suite 1500  
Overland Park, KS 66210  
(913) 234-5000

DATED this 20<sup>th</sup> day of July, 2009.

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

By:   
John Munn, Director

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