

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

IN THE MATTER OF:	)	
	)	
SSIPS Partnership Ltd.,	)	FINDINGS OF FACT
d/b/a Red D Cash Bellevue,	)	CONCLUSIONS OF LAW
7613 South 36 <sup>th</sup> Street,	)	AND
Bellevue, Sarpy County, 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. 2008; Supp. 2009) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008), the DEPARTMENT has examined the books, accounts, and records of SSIPS Partnership Ltd., d/b/a Red D Cash Bellevue, 7613 South 36<sup>th</sup> Street, Bellevue, Sarpy County, Nebraska (“SSIPS”). As a result of such examination, and being duly advised and informed in the matter, the Director and SSIPS enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

**FINDINGS OF FACT**

1. SSIPS holds a delayed deposit services business license under the Act. License #1884 was originally granted December 6, 1999, and 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 April 14, 2009, the DEPARTMENT commenced an examination of SSIPS pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008). This examination included an on-site visitation of SSIPS’ Bellevue, Sarpy County, Nebraska location.

3. The April 14, 2009 Report of Examination (“Report”) was forwarded to SSIPS on June 10, 2009. The Report noted a number of violations of the Act. SSIPS submitted a response received by the DEPARTMENT on July 1, 2009.

4. The DEPARTMENT has reviewed SSIPS’ response and has taken it into consideration in determining the appropriate actions to be taken in this matter.

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

6. The Report noted one hundred thirty-one (131) instances where SSIPS failed to properly keep and maintain accurate customer records for customers, including, but not limited to, no records of payments, incomplete payment and deposit records, and failure to retain a copy of a customer check.

7. SSIPS’ failure to properly keep and maintain accurate customer records in one hundred thirty-one (131) instances represents one hundred thirty-one (131) separate violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

8. The Report revealed one (1) instance where SSIPS failed to obtain a completed Same Day Transaction Verification Form (SDTVF) for customer SW in violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

9. SSIPS’ failure to obtain a completed SDTVF for customer SW represents a violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

10. The DEPARTMENT could conclude that the actions of SSIPS 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).

11. 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. § 45-919(1)(g) (Cum. Supp. 2008) sets forth acts which are prohibited to a licensee. These acts include entering 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.

4. 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.

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

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 SSIPS, and it is in the best interest of the public, for SSIPS and the DEPARTMENT to resolve the issues included herein.

### **CONSENT AGREEMENT**

The DEPARTMENT and SSIPS agree as follows:

Stipulations: In connection with this Consent Agreement, SSIPS 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 14, 2009 examination of SSIPS. 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.

SSIPS further represents as follows:

1. SSIPS 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. SSIPS 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, SSIPS shall pay a fine of five thousand dollars (\$5,000.00) for the one hundred thirty-one (131) instances where SSIPS failed to properly keep and maintain accurate customer records 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, SSIPS shall pay a fine of fifty dollars (\$50.00) for the one instance where SSIPS failed to obtain a completed SDTVF in violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

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

4. The total amount of the fine, five thousand fifty dollars (\$5,050.00), 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 five hundred fifty dollars (\$5,550.00) to the DEPARTMENT.

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

6. If, at any time, the DEPARTMENT determines SSIPS 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 6 day of NOVEMBER, 2009.

**SSIPS PARTNERSHIP LTD.  
D/B/A RED D CASH BELLEVUE**

By: 

Charles Spaulding, General Partner

7613 South 36th Street  
Bellevue, Nebraska 68147

DATED this 10<sup>th</sup> day of November, 2009.

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

By: 

John Munn, Director

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