

STATE OF NEBRASKA
Department of Banking & Finance

IN THE MATTER OF:)	FINDINGS OF FACT
Get “N” Go Cash, Inc.,)	CONCLUSIONS OF LAW
3415 State Street, Suite C,)	AND
Grand Island, Hall 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 Get “N” Go Cash, Inc., 3415 State Street, Suite C, Grand Island, Hall County, Nebraska (“GNG”). As a result of such examinations, and being duly advised and informed in the matter, the Director and GNG enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

FINDINGS OF FACT

1. GNG held a delayed deposit services business license under the Act. License #1975 was originally issued on June 26, 2006. The license was renewed through May 1, 2008, pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2008). GNG surrendered the license effective December 17, 2008.

2. On February 14, 2007, and April 14, 2008, the DEPARTMENT commenced separate examinations of the GNG Grand Island, Hall County, Nebraska location pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2008).

3. The February 14, 2007 Report of Examination (“2007 Report”) was forwarded to GNG on March 16, 2007. The April 14, 2008 Report of Examination (“2008 Report”) was forwarded to GNG on September 3, 2008. The Reports noted a number of violations of the Act. GNG submitted responses received by the DEPARTMENT on April 6, 2007, for the 2007 Report, and October 10, 2008, for the 2008 Report.

4. The DEPARTMENT has reviewed the responses submitted by GNG and has taken them into consideration in determining the appropriate actions to be taken in this matter.

5. References in this Consent Agreement to customers of GNG will be by way of initials, in order to protect the privacy of such customers. GNG knows or should know the identity of these customers. If GNG 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 2008 Report noted eighty-two (82) instances where GNG failed to maintain copies of customer checks.

7. GNG’s failure to maintain copies of customer checks in eighty-two (82) instances represents eighty-two (82) separate violations of Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

8. The 2007 Report noted sixteen (16) instances where GNG maintained records, accounts, or books of another business with the records, accounts, or books of the delayed deposit services business.

9. GNG's failure to maintain the delayed deposit services accounts, books, or records separate and apart from the records, accounts, or books of another business in sixteen (16) instances represents sixteen (16) separate violations of Neb. Rev. Stat. § 45-916(1) (Cum. Supp. 2008).

10. The 2008 Report noted ten (10) instances where a collection agency retained by GNG charged an impermissible fee to GNG customers.

11. The actions of GNG in allowing its collection agency to charge an impermissible fee in ten (10) instances represents ten (10) separate violations of Neb. Rev. Stat. § 45-917(1)(c) (Cum. Supp. 2008).

12. The 2007 Report noted three (3) instances where GNG held checks with an aggregate face amount greater than five hundred dollars for customers LH, GS, and MW.

13. GNG's holding of checks with an aggregate face value greater than five hundred dollars for a single customer in three (3) instances represents three (3) separate violations of Neb. Rev. Stat. § 45-919(1)(b) (Cum. Supp. 2008).

14. The 2007 Report noted four (4) instances where GNG held checks for SB (2), BB, and JH longer than the statutorily allowed time.

15. GNG's holding of checks longer than the statutorily allowed time in four (4) instances represents four (4) separate violations of Neb. Rev. Stat. § 45-919(1)(c) (Cum. Supp. 2008).

16. The 2007 Report noted eight (8) instances where GNG failed to obtain completed Same Day Transaction Verification Forms ("SDTVFs") from customers. The 2008 Report noted twelve (12) instances where GNG failed to obtain completed SDTVFs from customers.

17. GNG's failure to obtain completed SDTVFs in twenty (20) instances represents twenty (20) separate violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2008) and Neb. Rev. Stat. § 45-915.01(2) (Cum. Supp. 2008).

18. The DEPARTMENT could conclude that the actions of GNG 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).

19. The DEPARTMENT incurred a minimum of seven hundred fifty 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. § 45-916(1) (Cum. Supp. 2008) provides that the licensee may operate a delayed deposit services business at a location where any other business is operated or in association or conjunction with any other business if the books, accounts,

and records of the delayed deposit services business are kept and maintained separate and apart from the books, accounts, and records of the other business.

4. 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.

5. 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.

6. 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.

7. 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 SDTVFs for this purpose.

8. Neb. Rev. Stat. § 45-922(5) (Cum. Supp. 2008) states that revocation, suspension, cancellation, or expiration of a license shall not affect civil or criminal liability for acts committed before the revocation, suspension, cancellation, or expiration or liability for the fines levied against the licensee or any of its officers, directors,

shareholders, partners, or members, pursuant to Section 45-925, for acts committed before the revocation, suspension, cancellation, or expiration.

9. 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.

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

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

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

CONSENT AGREEMENT

The DEPARTMENT and GNG agree as follows:

Stipulations: In connection with this Consent Agreement, GNG 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 14, 2007 and April 14, 2008 examinations of GNG. Should

future circumstances warrant, the facts from these matters may be considered in future administrative actions 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.

GNG further represents as follows:

1. GNG 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. GNG 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, GNG shall pay a collective fine of five thousand dollars (\$5,000.00) for the violations noted in the above Findings of Fact.

2. Within ten (10) days after the effective date of this Consent Agreement, GNG shall pay the DEPARTMENT's investigation costs in the amount of seven hundred fifty dollars (\$750.00).

3. The total amount of the fine, five thousand dollars (\$5,000.00), plus the total amount of investigation costs, seven hundred fifty dollars (\$750.00), shall be payable in one check or money order in the amount of five thousand seven hundred fifty dollars (\$5,750.00) to the DEPARTMENT.

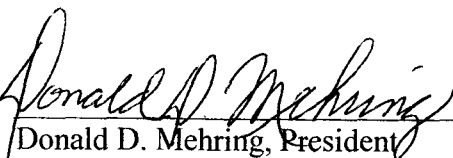
4. In the event GNG fails to comply with any of the provisions of this Consent Agreement, the DEPARTMENT may commence such action regarding GNG as it deems necessary and appropriate in the public interest.

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

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

DATED this 8 day of FEBRUARY, 2010.

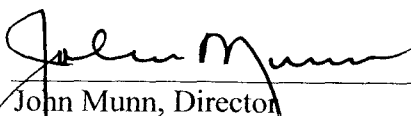
Get "N" Go Cash, Inc.

By: 
Donald D. Mehring, President

3415 State Street, Suite C
Grand Island, NE 68803

DATED this 10th day of February, 2010.

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

By: 
John Munn, Director

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