

STATE OF NEBRASKA
Department of Banking & Finance

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| IN THE MATTER OF: |) | |
| |) | |
| SSIPS Partnership, Ltd., |) | |
| d/b/a Red D Cash Bellevue, |) | |
| 7613 South 36 th Street, |) | FINDINGS OF FACT |
| Bellevue, Sarpy County, Nebraska, |) | CONCLUSIONS OF LAW |
| |) | AND |
| and |) | CONSENT AGREEMENT |
| |) | |
| SSIPS Partnership, Ltd., |) | |
| d/b/a Red D Cash Ralston, |) | |
| 8204 Harrison Street, |) | |
| Ralston, Douglas 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 2010) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Reissue 2010), the DEPARTMENT has examined the books, accounts, and records of SSIPS Partnership, Ltd., d/b/a Red D Cash Bellevue, 7613 South 36th Street, Bellevue, Sarpy County, Nebraska, and SSIPS Partnership, Ltd., d/b/a Red D Cash Ralston, 8204 Harrison Street, Ralston, Douglas County, Nebraska (“RED D CASH”). As a result of such examinations, and being duly advised and informed in the matter, the Director and RED D CASH enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

FINDINGS OF FACT

1. RED D CASH holds two delayed deposit services business licenses under the Act. License #1884, for the Bellevue, Sarpy County, Nebraska location, was originally

issued on December 6, 1999. License #1903, for the Ralston, Douglas County, Nebraska location, was originally issued on December 11, 2000. The licenses have been renewed annually on May 1st since that time, pursuant to Neb. Rev. Stat. § 45-910 (Reissue. 2010).

2. On June 1, 2010, the DEPARTMENT commenced an examination of RED D CASH's Sarpy County location pursuant to Neb. Rev. Stat. § 45-920 (Reissue 2010). On June 2, 2010, the DEPARTMENT commenced an examination of RED D CASH's Douglas County location pursuant to Neb. Rev. Stat. § 45-920 (Reissue 2010).

3. The June 1, 2010 Report of Examination ("Bellevue Report") and the June 2, 2010 Report of Examination ("Ralston Report") were forwarded by secure email to RED D CASH on September 17, 2010, and included a request for response within twenty-one (21) calendar days pursuant to Neb. Rev. Stat. § 45-921(5) (Reissue 2010). The secure email report shows that RED D CASH opened the email on September 17, 2010. RED D CASH did not respond to the DEPARTMENT's request.

4. On October 29, 2010, the DEPARTMENT sent a second request for response to the Bellevue Report and Ralston Report to RED D CASH via secure email. The secure email report shows that RED D CASH did not open this message until November 16, 2010. RED D CASH submitted responses to both the Bellevue Report and the Ralston Report received by the DEPARTMENT on January 13, 2011.

5. The DEPARTMENT has reviewed the responses submitted by RED D CASH and has taken them into consideration in determining the appropriate actions to be taken in these matters.

6. References in this Consent Agreement to the customer of RED D CASH will be by way of initials, in order to protect the privacy of such customer. RED D CASH knows or should know the identity of this customer. If RED D CASH is unable to ascertain the

identity of this customer, the DEPARTMENT will provide this customer's name upon receipt of a written request.

7. The Bellevue Report noted one (1) instance where RED D CASH failed to provide customer WJ with an accurate annual percentage rate ("APR").

8. RED D CASH's failure to give an accurate APR in one (1) instance represents one (1) violation of Neb. Rev. Stat. § 45-917(1)(a) (Reissue 2010).

9. RED D CASH responded to the Bellevue Report a total of ninety-seven (97) days beyond the statutorily allotted time. RED D CASH responded to the Ralston Report a total of ninety-seven (97) days beyond the statutorily allotted time.

10. RED D CASH's failure to respond to the Bellevue Report and the Ralston Report within the statutory time frame represents a total of one hundred ninety-four (194) separate violations of Neb. Rev. Stat. § 45-921(5) (Reissue 2010).

11. The DEPARTMENT could conclude that the actions of RED D CASH warrant the commencement of administrative proceedings to determine whether it should impose an administrative fine in an amount up to one thousand dollars per violation of Neb. Rev. Stat. § 45-921(5) (Reissue 2010), plus investigation costs, pursuant to Neb. Rev. Stat. § 45-921(6) (Reissue 2010) and an administrative fine in an amount up to five thousand dollars per violation, plus investigation costs, pursuant to Neb. Rev. Stat. § 45-925 (Reissue 2010).

12. 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. § 45-917(1)(a) (Reissue 2010) provides that every licensee shall, at the time any delayed deposit services transaction is made, give to the maker of the check, or if there are two or more makers, to one of them, a notice written in plain English disclosing the fee to be charged for the transaction.

3. Neb. Rev. Stat. § 45-921(5) (Reissue 2010) provides that upon receipt by a licensee of a notice of investigation or inquiry request for information from the DEPARTMENT, the licensee shall respond within twenty-one calendar days. Each day a licensee fails to respond as required by this subsection shall constitute a separate violation.

4. Neb. Rev. Stat. § 45-921(6) (Reissue 2010) provides that if the Director finds after notice and opportunity for hearing, that any person has violated subsection (5) of Section 45-921, the Director may order such person to pay an administrative fine of not more than one thousand dollars for each separate violation and costs of the investigation.

5. 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 for each separate violation and the costs of an investigation.

6. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that RED D CASH has violated the Act, and that an administrative fine in an amount of not more than one thousand dollars for each separate violation of Neb. Rev. Stat. § 45-921(5) (Reissue 2010), plus costs of investigation should be imposed in accordance with Neb. Rev. Stat. § 45-921(6) (Reissue 2010), and

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 (Reissue 2010).

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

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

CONSENT AGREEMENT

The DEPARTMENT and RED D CASH agree as follows:

Stipulations: In connection with this Consent Agreement, RED D 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 June 1, 2010 examination of RED D CASH's Bellevue, Sarpy County, Nebraska location and the DEPARTMENT's June 2, 2010 examination of RED D CASH's Ralston, Douglas County, Nebraska location. Should future circumstances warrant, the facts from these matters 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.

RED D CASH further represents as follows:

1. RED D 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. RED D 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, RED D CASH shall pay a fine of two hundred fifty dollars (\$250.00) for failing to provide an accurate APR in one (1) instance in violation of Neb. Rev. Stat. § 45-917(1)(a) (Reissue 2010).
2. Within twenty (20) days after the effective date of this Consent Agreement, RED D CASH shall refund all fees collected from customer WJ and provide proof of such refund to the DEPARTMENT.
3. Within ten (10) days after the effective date of this Consent Agreement, RED D CASH shall pay a fine of five thousand dollars (\$5,000.00) for responding to the Bellevue Report and the Ralston Report a total of one hundred ninety-four (194) days past the statutorily allowed time in violation of Neb. Rev. Stat. § 45-921(5) (Reissue 2010).
4. Within ten (10) days after the effective date of this Consent Agreement, RED D CASH shall pay the DEPARTMENT's investigation costs in the amount of five hundred dollars (\$500.00).
5. The total amount of the fine, five thousand two hundred fifty dollars (\$5,250.00), 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 seven hundred fifty dollars (\$5,750.00) to the DEPARTMENT.

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

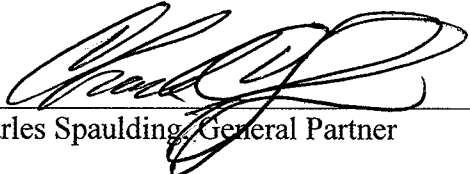
7. If, at any time, the DEPARTMENT determines RED D CASH has committed any other violations of the Act, the DEPARTMENT may take any action available to it under the Act.

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

DATED this 28th day of March, 2011.

**SSIPS PARTNERSHIP, LTD.,
d/b/a RED D CASH BELLEVUE, and**


**SSIPS PARTNERSHIP, LTD.,
d/b/a RED D CASH RALSTON**

By: 
Charles Spaulding, General Partner

7613 South 36th Street
Bellevue, Nebraska

DATED this 4th day of April, 2011.

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

By: 
John Munn, Director

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