

STATE OF NEBRASKA
Department of Banking & Finance

IN THE MATTER OF:)	
)	FINDINGS OF FACT
MM Finance, LLC)	CONCLUSIONS OF LAW
d/b/a EZ Money Check Cashing)	AND
4645 Dodge Street)	CONSENT AGREEMENT
Omaha, 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 45-930 (Reissue 2010; Cum. Supp. 2016; Supp. 2017) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2016), the Department has examined the books, accounts, and records of MM Finance, LLC, d/b/a EZ Money Check Cashing, 4645 Dodge Street, Douglas County, Nebraska (“EZ Money”). As a result of such examination, and being duly advised and informed in the matter, the Director and EZ Money enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

FINDINGS OF FACT

1. EZ Money holds a delayed deposit services business license under the Act. License No. 1811 was originally granted on October 1, 1994, and has been renewed annually pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2016).
2. On July 10, 2017, the Department commenced an examination of EZ Money. This examination included an on-site visitation of EZ Money’s Omaha, Douglas County, Nebraska locations.

3. The July 10, 2017 Report of Examination (“Report”) was forwarded to EZ Money on August 2, 2017. The Report noted a number of violations of the Act. EZ Money submitted a response, which was received by the Department on August 15, 2017.

4. The Department has reviewed the response submitted by EZ Money 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 EZ Money will be by way of initials, in order to protect the privacy of such customers. EZ Money knows or should know the identity of these customers. If EZ Money 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. A previous regular examination of EZ Money was conducted January 26, 2016 (“2016 Exam”), and revealed a number of violations of the Act, including repeat violations. The 2016 Exam resulted in a Consent Agreement between the Department and EZ Money with an effective date of July 6, 2016 (“Consent Agreement”). Repeat violations of the Act will be noted below.

7. EZ Money failed to maintain accurate payment records in one instance for customer SM. This is a third, successive violation as noted in the 2016 Exam and corresponding Consent Agreement.

8. A customer disclosure form was not signed by the customer in one instance for customer MS, which demonstrates that EZ Money failed to give the statutorily required written notice to a customer.

9. EZ Money held checks with an aggregate face value greater than five hundred dollars in eight instances for customers PT (2), FQ, CB, JF, TK, TL, and JR. These are fifth, successive violations as noted in the 2016 Exam and corresponding Consent Agreement.

10. EZ Money failed to provide a Same Day Transaction Verification Form (“SDTVF”) in one instance for customer AF. This is a third, successive violation as noted in the 2016 Exam and corresponding Consent Agreement.

11. EZ Money failed to provide properly completed Same Day Transaction Verification Forms (“SDTVFs”) in eight instances for customers AZS, JT, RW (3), and TF (3). These are fourth, successive violations as noted in the 2016 Exam and corresponding Consent Agreement.

12. The Department could conclude that the actions of EZ Money 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 (Reissue 2010).

13. 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. § 45-915.01 (Reissue 2010) provides that a licensee shall keep or make available the books and records relating to transactions made under the Delayed Deposit Services Licensing Act as are necessary to enable the Department to determine whether the licensee is complying with the Act. The books and records shall be maintained in a manner consistent with accepted accounting practices.

3. The facts set forth in Finding of Fact No. 7 constitute a violation of Neb. Rev. Stat. § 45-915.01 (Reissue 2010), which is a third, successive violation according to the 2016 Exam and corresponding Consent Agreement.

4. Neb. Rev. Stat. § 45-917(1) (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, the date on which the check will be deposited or negotiated and any penalty if the check is not negotiable on the agreed date.

5. The facts set forth in Finding of Fact No. 8 constitute a violation of Neb. Rev. Stat. § 45-917(1) (Reissue 2010).

6. Neb. Rev. Stat. § 45-919(1)(b) (Reissue 2010) 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.

7. The facts set forth in Finding of Fact No. 9 constitute eight violations of Neb. Rev. Stat. § 45-919(1)(b) (Reissue 2010), which are fifth, successive violations according to the 2016 Exam and corresponding Consent Agreement.

8. Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) provides that no licensee shall enter 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.

9. The facts set forth in Finding of Fact No. 10 constitute a violation of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010), which is a third, successive violation according to the 2016 Exam and corresponding Consent Agreement.

10. The facts set forth in Finding of Fact No. 11 constitute eight violations of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010) as well, which are fourth, successive violations according to the 2016 Exam and corresponding Consent Agreement.

11. 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.

12. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that EZ Money 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 (Reissue 2010).

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

14. It is in the best interest of EZ Money, and it is in the best interest of the public, for EZ Money and the Department to resolve the issues included herein.

CONSENT AGREEMENT

The Department and EZ Money agree as follows:

Stipulations: In connection with this Consent Agreement, EZ Money 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 July 10, 2017 examination of EZ Money's Omaha, Douglas County, Nebraska locations. 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.

EZ Money further represents as follows:

1. EZ Money 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. EZ Money 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 days after the effective date of this Consent Agreement, EZ Money shall pay a fine of Four Hundred Dollars (\$400.00) for the instance where EZ Money failed to maintain accurate customer records in violation of Neb. Rev. Stat. § 45-915.01 (Reissue 2010), which is a third, successive violation.

2. Within ten days after the effective date of this Consent Agreement, EZ Money shall pay a fine of One Hundred Dollars (\$100.00) for the instance where EZ Money failed to provide a notice written in plain English disclosing the fee to be charged for the transaction, the date on

which the check would be deposited or negotiated and any penalty if the check was not negotiable on the agreed date in violation of Neb. Rev. Stat. § 45-917(1) (Reissue 2010).

3. Within ten days after the effective date of this Consent Agreement, EZ Money shall pay a fine of One Thousand Dollars (\$1,000.00) for each of the eight instances it held 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) (Reissue 2010), which are fifth, successive violations.

4. Within ten days after the effective date of this Consent Agreement, EZ Money shall pay a fine of Four Hundred Dollars (\$400.00) for the instance where EZ Money failed to provide a SDTVF to Department Examiners in violation of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010), which is a third, successive violation.

5. Within ten days after the effective date of this Consent Agreement, EZ Money shall pay a fine of Four Hundred Dollars (\$400.00) for each of the eight instances where EZ Money failed to obtain a correctly completed SDTVF in violation of Neb. Rev. Stat. § 45-919(1)(g) (Reissue 2010), which are fourth, successive violations.

6. Within ten days after the effective date of this Consent Agreement, EZ Money shall pay the Department's investigation costs in the amount of Five Hundred Dollars (\$500.00).

7. The total amount of the fine, Twelve Thousand One Hundred Dollars (\$12,100.00), 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 Twelve Thousand Six Hundred Dollars (\$12,600.00) to the Department.

8. Within forty-five (45) days after the effective date of this Consent Order, EZ Money shall develop detailed, written policies and procedures, to prevent further repeat violations of the Act, and submit a copy of such policies and procedures to the Department for approval. A full

copy of EZ Money's policies and procedures must be available to the Department at any time, upon request, and shall be available on-site for examiner review.

9. Within forty-five (45) days after the effective date of this Consent Order, EZ Money shall provide a written detailed description to the Department of EZ Money's ongoing training activities for employees who, on behalf of EZ Money, engage in delayed deposit services transactions with, and/or receive or process payments from, customers.

10. Within forty-five (45) days after the effective date of this Consent Order, EZ Money shall submit written documentation to the Department describing in detail the training activities and other actions taken to prevent further repeat violations of the Act which are the subject of this Consent Order, including topics, dates, beginning and end times, and names of trainers and employees.

11. EZ Money will be examined by the Department to confirm EZ Money's compliance with the Act concerning the repeat violations addressed hereunder no later than July 1, 2018 ("2018 Exam"). The results of the 2018 Exam must confirm that EZ Money is complying with the Act. Any additional violations found during the 2018 Exam may result in further administrative action, including a Consent Agreement, which will assess fines of not less than Eight Thousand Dollars (\$8,000.00) per violation and costs, and/or the issuance of an Order to Show Cause from the Department as to why EZ Money's license should not be suspended or revoked.

12. The Department will bill, and EZ Money agrees to pay, all costs associated with the 2018 Exam. Such costs may include, but are not limited to, an hourly fee for examiner time, including travel time, and reimbursement for examiner mileage, meals, lodging, and related expenses.

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

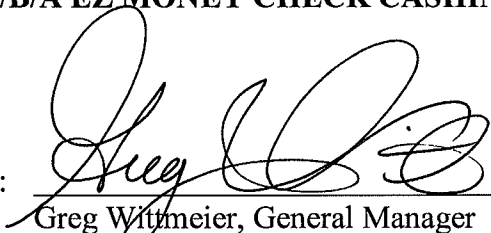
14. The Department reserves the right to examine EZ Money at any time before the next annual examination under Neb. Rev. Stat. §45-920 (Reissue 2010) and Neb. Rev. Stat. §45-921 (Reissue 2010).

15. If, at any time, the Department determines EZ Money has committed any other violations of the Act, the Department may take any action available to it under the Act.

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

DATED this 4th day of April, 2018.

**MM FINANCE, LLC
D/B/A EZ MONEY CHECK CASHING**

By: 


Greg Wittmeier, General Manager

P.O. Box 1078
Bellevue, Nebraska 68005
(402) 291-1175

DATED this 5 day of April, 2018.



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

By: 
Mark Quandahl, Director

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