

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

IN THE MATTER OF:	)	
	)	
Cash Solutions, Inc.	)	FINDINGS OF FACT
d/b/a Cash Solutions	)	CONCLUSIONS OF LAW
3833 South 48th Street	)	AND
Lincoln, Lancaster 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 45-931 (Reissue 2010; Cum. Supp. 2018) (“the Act”). Pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2018), the Department has examined the books, accounts, and records of Cash Solutions, Inc., d/b/a Cash Solutions, 3833 South 48th Street, Lincoln, Lancaster County, Nebraska (“Cash Solutions”). As a result of such examination, and being duly advised and informed in the matter, the Director and Cash Solutions enter into the following Findings of Fact, Conclusions of Law, and Consent Agreement.

**FINDINGS OF FACT**

1. Cash Solutions holds a delayed deposit services business license under the Act. License No. 1880 was originally granted September 22, 1999, and has been renewed annually pursuant to Neb. Rev. Stat. § 45-910 (Cum. Supp. 2018).
2. On January 13, 2020, the Department commenced an examination of Cash Solutions pursuant to Neb. Rev. Stat. § 45-920 (Cum. Supp. 2018). This examination included an on-site visitation of Cash Solutions’ Lincoln, Lancaster County, Nebraska location.

3. The January 13, 2020 Report of Examination (“Report”) was forwarded to Cash Solutions on January 29, 2020. The Report noted a number of violations of the Act. Cash Solutions submitted a response to the Department dated January 30, 2020.

4. The Department has reviewed the response submitted by Cash Solutions and has taken it into consideration in determining the appropriate actions to be taken in this matter.

5. The previous regular examination of Cash Solutions was conducted on December 18, 2017. The Department took no administrative action against Cash Solutions as a result of that examination.

6. References in this Consent Agreement to customers of Cash Solutions will be by way of initials, in order to protect the privacy of such customers. Cash Solutions should know the identity of these customers. If Cash Solutions is unable to ascertain the identity of these customers, the Department will provide a list of these customers upon receipt of a written request.

7. Cash Solutions failed to provide accurate customer records to Department Examiners in one instance, for customer SH, in violation of Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018).

8. Cash Solutions failed to provide accurate written notice, as required by Neb. Rev. Stat. 45-917(1)(b) (Cum. Supp. 2018), to the maker of the check, at the time the delayed deposit services transaction was made, in three hundred and one instances.

9. Cash Solutions failed to accurately complete a Same Day Transaction Verification Form (“SDTVF”) in two instances, for customers GJ and BH, in violation of Neb Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018).

10. The Department could conclude that the actions of Cash Solutions warrant the commencement of administrative proceedings to determine whether it should impose an administrative fine in an amount up to Five Thousand Dollars (\$5,000.00) per violation, plus investigation costs, pursuant to Neb. Rev. Stat. § 45-925 (Reissue 2010).

11. 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 (Cum. Supp. 2018) 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. A licensee shall also, 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 Neb. Rev. Stat. § 45-919 (Cum. Supp. 2018).

3. The facts as set forth in Finding of Fact No. 7 constitute one violation of Neb. Rev. Stat. § 45-915.01 (Cum. Supp. 2018).

4. Neb. Rev. Stat. § 45-917(1)(b) (Cum. Supp. 2018) 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, the written notice required by this subsection.

5. The facts set forth in Finding of Fact No. 8 constitute three hundred and one violations of Neb. Rev. Stat. § 45-917(1)(b) (Cum. Supp. 2018).

6. Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018) 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, and the SDTVF must be accurately completed.

7. The facts set forth in Finding of Fact No. 9 constitute two violations of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018).

8. 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 (\$5,000.00) for each separate violation and the costs of an investigation.

9. The facts listed in the above Findings of Fact constitute a sufficient basis for the Director to have determined that Cash Solutions has violated the Act, and that an administrative fine in an amount of not more than Five Thousand Dollars (\$5,000.00) for each separate violation plus costs of investigation should be imposed in accordance with Neb. Rev. Stat. § 45-925 (Reissue 2010).

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

11. It is in the best interest of Cash Solutions, and it is in the best interest of the public, for Cash Solutions and the Department to resolve the issues included herein.

### **CONSENT AGREEMENT**

The Department and Cash Solutions agree as follows:

Stipulations: In connection with this Consent Agreement, Cash Solutions 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 January 13, 2020 examination of Cash Solutions' Lincoln, Lancaster County, Nebraska location. 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.

Cash Solutions further represents as follows:

1. Cash Solutions 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. Cash Solutions 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, Cash Solutions shall pay a fine of One Hundred Dollars (\$100.00) for the one instance where Cash Solutions failed to provide accurate customer records to Department Examiners in violation of Neb. Rev. Stat. § 45 -915.01 (Cum. Supp. 2018).

2. Within ten days after the effective date of this Consent Agreement, Cash Solutions shall pay a total fine of Five Thousand Dollars (\$5,000.00) for the three hundred and one instances where Cash Solutions failed to provide the written notice required by the Act in violation of Neb. Rev. Stat. § 45-917(1)(b) (Cum. Supp. 2018).

3. Within ten days after the effective date of this Consent Agreement, Cash Solutions shall pay a fine of Fifty Dollars (\$50.00) for each of the two instances where Cash Solutions failed to obtain a correctly completed SDTVF, in violation of Neb. Rev. Stat. § 45-919(1)(g) (Cum. Supp. 2018).

4. Within ten days after the effective date of this Consent Agreement, Cash Solutions 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 Dollars (\$5,200.00), 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 Dollars (\$5,700.00) to the Department.


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

7. If, at any time, the Department determines Cash Solutions 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 24<sup>th</sup> day of March, 2020.

**CASH SOLUTIONS, INC.  
D/B/A CASH SOLUTIONS**

By:   
Kevin Bernadt, Owner/President  
3833 South 48th Street  
Lincoln, Nebraska 68506

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DATED this 26 day of March, 2020.

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

By:   
Mark Quandahl, Director



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