

1 PRESTON DUFAUCHARD
California Corporations Commissioner
2 ALAN S. WEINGER
Deputy Commissioner
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Corporations Counsel
4 320 West 4th Street, Suite 750
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6 Attorneys for Complainant

8 BEFORE THE DEPARTMENT OF CORPORATIONS
9 OF THE STATE OF CALIFORNIA

10	IN THE MATTER OF THE CALIFORNIA)	OAH File No.: 2009020805
	CORPORATIONS COMMISSIONER,)	
11)	Agency File No.: CAS-40794
	Complainant,)	
12)	SETTLEMENT AGREEMENT AND
)	STIPULATION TO DESIST AND REFRAIN
13	vs.)	ORDERS
)	
14	GOVERNMENT EMPLOYEES CREDIT)	
	CENTER, CASH DIRECT EXPRESS; AND)	
15	VINCENT KEITH NEY,)	
)	
16	Respondents.)	
)	
17)	
)	
18)	

19 This Settlement Agreement ("Agreement") is entered into between Government Employees
20 Credit Center, Inc., Vincent Keith Ney, and Cash Direct Express, and the California Corporations
21 Commissioner ("Commissioner"), and is made with respect to the following facts:

22 **RECITALS**

23 A. Government Employees Credit Center, Inc., is a Delaware corporation doing business
24 in California as Cash Direct Express. Government Employees Credit Center, Inc.,'s business address
25 is located at 300 Creek View Road, Suite 204, Newark, Delaware, 19711.

26 B. Vincent Keith Ney is, or was, at all relevant times, the president of Government
27 Employees Credit Center, Inc., and is authorized to enter into this Agreement on behalf of
28 Government Employees Credit Center, Inc., and Cash Direct Express.

1 C. On January 7, 2009, the Commissioner issued a Desist and Refrain Order (“January
2 Order”) against Vincent Keith Ney, Government Employees Credit Center, Inc., and Cash Direct
3 Express for violations of section 23005 of the California Financial Code.

4 D. On February 6, 2009, the Commissioner received a letter from Government
5 Employees Credit Center, Inc., requesting a hearing on the January Order. The Commissioner did
6 not receive a request for a hearing from Vincent Keith Ney, and Cash Direct Express. The
7 Commissioner requested that the Office of Administrative Hearings set the matter for hearing against
8 Government Employees Credit Center, Inc., however, a hearing a was not held within thirty days of
9 Government Employees Credit Center, Inc.,’s request as prescribed under section 23050 of the
10 California Financial Code.

11 E. On March 9, 2009 a default judgment was entered against Vincent Keith Ney and
12 Cash Direct Express as to the January Order.

13 F. On March 9, 2009, the Commissioner issued a new Desist and Refrain Order (“March
14 Order”) against Government Employees Credit Center, Inc., which is currently set for a hearing on
15 August 25-26, 2009, at 9:00 a.m., at the Office of Administrative Hearings located at 320 West
16 Fourth Street, Suite 630, Los Angeles, California 90013.

17 G. On March 25, 2009, pursuant to Vincent Keith Ney and Cash Direct Express’
18 requests, the Commissioner set aside the default judgment entered against Vincent Keith Ney and
19 Cash Direct Express.

20 H. It is the intention and desire of the parties to resolve the issues raised in the January
21 and March Orders before the August 25-26, 2009 hearings and without the necessity of further
22 litigation.

23 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
24 forth herein, the parties agree as follows:

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TERMS AND CONDITIONS

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2 1. This Agreement is entered into for the purpose of judicial economy and expediency,
3 and to avoid the expense of a hearing, and possible further court proceedings.

4 2. Upon the execution of this Agreement, the Commissioner agrees to issue an order
5 withdrawing the January Order as to Vincent Keith Ney only. The remaining portions of the January
6 Order shall remain in full effect as to Cash Direct Express.

7 3. Government Employees Credit Center, Inc., and Cash Direct Express neither admit
8 nor deny the allegations contained in the January and March Orders (“Orders”) respectively.
9 Government Employees Credit Center, Inc., and Cash Direct Express’ admissions or denials herein
10 are solely for the limited purposes of this proceeding and any future proceeding(s) for violations
11 occurring after the issuance of the Orders that may be initiated by or brought before the
12 Commissioner against Government Employees Credit Center, Inc., and Cash Direct Express. It is the
13 intent and understanding between the parties that this Agreement, and particularly, Government
14 Employees Credit Center, Inc., and Cash Direct Express’ admissions or denials herein, shall not be
15 binding or admissible against Government Employees Credit Center, Inc., and Cash Direct Express in
16 any action(s) brought against Government Employees Credit Center, Inc., and Cash Direct Express
17 by third parties.

18 4. Vincent Keith Ney, in his capacity as President of Government Employees Credit
19 Center, Inc., and d/b/a Cash Direct Express, represents that Government Employees Credit Center,
20 Inc., and Cash Direct Express have ceased originating or offering to originate deferred deposit
21 transactions in the State of California or with California residents.

22 5 Government Employees Credit Center, Inc., and Cash Direct Express agree that the
23 Orders referenced in paragraph 3 are hereby deemed final. Government Employees Credit Center,
24 Inc., and Cash Direct Express acknowledge their right to an administrative hearing under California
25 Financial Code sections 23052 and 23053 in connection with the Orders, and hereby waive their right
26 to a hearing, and to any reconsideration, appeal, or other right which may be afforded pursuant to the
27 California Deferred Deposit Transaction Law, the California Administrative Procedure Act, the
28 California Code of Civil Procedure, or any other provision of law in connection with these matters.

1 6. The parties hereby acknowledge and agree that this Agreement is intended to
2 constitute a full, final and complete resolution of the Orders. The parties further acknowledge and
3 agree that nothing contained in this Agreement shall operate to limit the Commissioner's ability to
4 assist any other agency, (county, state or federal) with any prosecution, administrative, civil or
5 criminal, brought by any such agency against Respondents based upon any of the activities alleged in
6 these matters or otherwise.

7 7. The Commissioner shall cause this Agreement to be filed with the Office of
8 Administrative Hearings within five days of its execution by all parties hereto.

9 8. Each of the parties represents, warrants, and agrees that it has received or been advised
10 to seek independent legal advice from its attorney(s) with respect to the advisability of executing this
11 Agreement.

12 9. Each of the parties represents, warrants, and agrees that in executing this Agreement it
13 has relied solely on the statements set forth herein. Each of the parties further represents, warrants,
14 and agrees that in executing this Agreement it has placed no reliance on any statement,
15 representation, or promise of any other party, or any other person or entity not expressly set forth
16 herein, or upon the failure of any party or any other person or entity to make any statement,
17 representation or disclosure of anything whatsoever. The parties have included this clause: (1) to
18 preclude any claim that any party was in any way fraudulently induced to execute this Agreement;
19 and (2) to preclude the introduction of parole evidence to vary, interpret, supplement, or contradict
20 the terms of this Agreement.

21 10. This Agreement is the final written expression and the complete and exclusive
22 statement of all the agreements, conditions, promises, representations, and covenants between the
23 Parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous
24 agreements, negotiations, representations, understandings, and discussions between and among the
25 Parties, their respective representatives, and any other person or entity, with respect to the subject
26 matter covered hereby.

27 11. In that the parties have had the opportunity to draft, review and edit the language of
28 this Agreement, no presumption for or against any party arising out of drafting all or any part of this

1 Agreement will be applied in any action relating to, connected, to, or involving this Agreement.
2 Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or
3 amended statute, providing that in cases of uncertainty, language of a contract should be interpreted
4 most strongly against the party who caused the uncertainty to exist.

5 12. This Agreement may be executed in one or more counterparts, each of which shall be
6 an original but all of which, together, shall be deemed to constitute a single document.

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1 14. Each signer hereto covenants that he/she possesses all necessary capacity and
2 authority to sign and enter into this Agreement.

3 Dated: August 24, 2009

PRESTON DuFAUCHARD
California Corporations Commissioner

6 By: _____
ALAN S. WEINGER
Deputy Commissioner

9 Dated: August 19, 2009

GOVERNMENT EMPLOYEES CREDIT CENTER,
INC., doing business as CASH DIRECT EXPRESS;
AND VINCENT KEITH NEY

13 By: _____
VINCENT KEITH NEY, individually and on
behalf of GOVERNMENT EMPLOYEES CREDIT
CENTER, INC.; doing business as CASH DIRECT
EXPRESS

18 Approved as to form and content:

20 By: _____
21 DANIEL V. FOLT, Esq
22 Counsel for GOVERNMENT EMPLOYEES CREDIT CENTER, INC. doing business as
23 CASH DIRECT EXPRESS; AND VINCENT KEITH NEY

Dated: _____

24 Approved as to form and content:

26 By: _____
27 UCHE L. ENENWALI,
28 Corporations Counsel, Enforcement Division
Counsel for Complainant

Dated: August 24, 2009