



New Circle Road NE, Suite 166 Lexington, Kentucky branch (License 12-I-04) of Buckeye Check Cashing of Kentucky, Inc. (Buckeye) DBA Check Into Cash/CheckSmart on November 26 and December 2-3, 2025.

4 Loans were made at both locations to customers without the customer's signature on the necessary documents on multiple occasions. The Louisville based loans were dated or about November 1, 2024, November 27, 2024, January 31, 2025, and two loans on May 2, 2025.

5. The Lexington based loans were dated on or about April 18, 2025, April 25, 2025, and May 3, 2025.

6. It was determined that the absence of the customer's signature was a violation of KRS 286.9-100(13).

#### **STATUTORY AUTHORITY**

7 KRS 286.9-100(13) states:

- (a) Each deferred deposit transaction shall be made according to a written or electronic agreement that is:
1. Dated and signed by the customer and the licensee or an authorized agent of the licensee; and
  2. Made available to the commissioner upon request.

#### **VIOLATIONS**

8 In contravention of KRS 286.9-100(13) Buckeye Check Cashing of Kentucky, Inc. made loans without customer signatures on the required loan documents.

## AGREEMENT AND ORDER

9 To resolve these matters without litigation or other adversarial proceedings, the Department and Buckeye Check Cashing of Kentucky, agree to compromise and settle all claims arising from the above-referenced factual background in accordance with the terms set forth herein

10. In the interest of economically and efficiently resolving the violations described herein, it is hereby **AGREED** and **ORDERED**:

- i. Buckeye Check Cashing of Kentucky, Inc. agrees to pay a civil fine in the amount of eight thousand dollars (\$8,000.00) for the violations described herein, which shall be due and payable within thirty (30) days of the entry of this Order;
- ii. All payments under this Order shall be in the form of a payment made via the NMLS system;
- iii. Buckeye Check Cashing of Kentucky, Inc. waives the right to demand a hearing at which it would be entitled to legal representation, to confront and cross-examine witnesses, and to present evidence on its behalf, or to otherwise appeal or set aside this Agreed Order.
- iv. Buckeye Check Cashing of Kentucky, Inc. consents to and acknowledges the jurisdiction of the Department over this matter and that this Agreed Order is a matter of public record and may be disseminated as such;
- v. In consideration of execution of this Agreed Order, Buckeye Check Cashing of Kentucky, Inc. for itself, and for its successors and assigns, hereby releases and forever discharges the Commonwealth of Kentucky, the Department, Office of Legal Services, and each of their members, agents, and employees in their individual capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims and demands whatsoever, known and unknown, in law or equity, that Buckeye Check Cashing

of Kentucky, Inc. ever had, now has, may have or claim to have against any or all of the persons or entities named in this paragraph arising out of or by reason of this investigation, this disciplinary action, this settlement or its administration;

vi. By signing below, the parties acknowledge they have read the foregoing Agreed Order, fully understand its contents, and that they are authorized to enter into and execute this Agreed Order and legally bind their respective parties; and

vii. This Agreed Order shall constitute the Final Order in this matter.

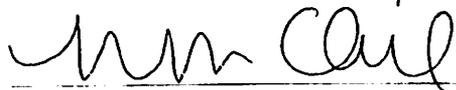
**SO ORDERED** on this the 20th day of February, 2026.

  
MARNI ROCK GIBSON  
COMMISSIONER

**Consented to:**

*On behalf of the Department of Financial Institutions,*

This 16 day of February, 2026.



Director, Division of Non-Depository Institutions  
Department of Financial Institutions

and

*On behalf of Buckeye Check Cashing of Kentucky, Inc.*

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

  
Buckeye Check Cashing of Kentucky, Inc

Marshall Brown, Deputy General Counsel  
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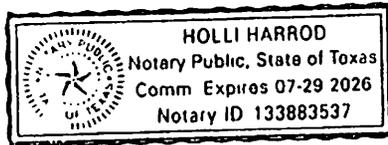
ACKNOWLEDGEMENT

STATE OF Texas )  
COUNTY OF Johnson )

On this the 13 day of Feb, 2026, Harshel Brown, in my presence, acknowledged him/her self to be the authorized representative of Buckeye Check Cashing of Kentucky, Inc., and, being authorized to do so, did enter into and execute the foregoing instrument, on behalf of Buckeye Check Cashing of Kentucky, Inc., for the purposes therein contained, acknowledging the same.

My Commission Expires: 07/29/2026

Holli Harrod  
Notary Public



**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Agreed Order was sent on this the 20 day of February 2026, by the method indicated below to the following.

*Via certified mail, return receipt requested:*

Corporation Service Company  
Attn: Registered Agent for Buckeye Check Cashing of Kentucky, Inc.  
421 West Main St.  
Frankfort, KY 40601  
*Registered Agent on behalf of Respondent*

*Via electronic delivery*

Felicia Ocdise, Senior Director Audits and Exams  
Buckeye Check Cashing of Kentucky, Inc.  
2312 E. Trinity Mills Road  
Suite 100  
Carrollton, TX 75006  
exams@cefi.com  
*Respondent*

Eric Richardson, Staff Attorney III  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
500 Mero Street  
Frankfort, KY 40601  
eric.richardson@ky.gov  
*Counsel for Department of Financial Institutions*

Kentucky Department of Financial Institutions

Name: Allison Reedy Victoria Ward-Bishop

Title: Executive Staff Advisor