

1 A bill to be entitled
2 An act relating to the Florida Pawnbroking Act;
3 amending s. 539.001, F.S.; providing
4 substantive and procedural changes to the act;
5 modifying definitions; providing criminal
6 penalties; modifying requirements for
7 eligibility for license; requiring the Division
8 of Consumer Services of the Department of
9 Agriculture and Consumer Services to adopt a
10 standardized pawnbroker transaction form;
11 modifying recordkeeping and reporting
12 requirements; requiring pawnbrokers to insure
13 pledged goods in an amount not less than the
14 actual value of the pledged goods; prohibiting
15 a pawnbroker from refusing to allow a claimant
16 who seeks to obtain pledged or purchased goods
17 claimed to be misappropriated to inspect
18 pawnbroker transaction forms or receipts under
19 certain conditions; increasing criminal
20 penalties for persons who willfully violate s.
21 539.001, F.S.; amending s. 539.003, F.S.,
22 relating to confidentiality of records relating
23 to pawnbroker transactions delivered to law
24 enforcement officers; authorizing release of
25 confidential information under specified
26 circumstances; providing an effective date.

27
28 Be It Enacted by the Legislature of the State of Florida:

29
30 Section 1. Paragraphs (b), (c), (d), (e), (i), and (q)
31 of subsection (2), paragraph (a) of subsection (4), paragraphs

1 (a) and (b) of subsection (8), subsection (9), paragraphs (b)
2 and (d) of subsection (11), subsections (12) and (13),
3 paragraphs (a) and (b) of subsection (15), and subsections
4 (16), and (17) of section 539.001, Florida Statutes, 1996
5 Supplement, are amended to read:

6 539.001 The Florida Pawnbroking Act.--

7 (2) DEFINITIONS.--As used in this section, the term:

8 (b) "Appropriate law enforcement official" means the
9 sheriff of the county in which a pawnshop is located or, in
10 case of a pawnshop located within a municipality, the police
11 chief of the municipality in which the pawnshop is located;
12 however, any sheriff or police chief may designate as the
13 appropriate law enforcement official for the county or
14 municipality, as applicable, any law enforcement officer
15 working within the county or municipality ~~for the department~~
16 headed by that sheriff or police chief. Nothing in this
17 subsection limits the power and responsibilities of the
18 sheriff.

19 (c) "Claimant" means a person who claims that his or
20 her property was misappropriated ~~and delivered into the~~
21 ~~possession of a pawnbroker.~~

22 (d) "Conveying customer" means a person who delivers
23 property into the custody of a pawnbroker, either by pawn,
24 sale, consignment, or trade, ~~which property is later claimed~~
25 ~~to be misappropriated.~~

26 (e) "Identification" means a government-issued
27 photographic identification or an electronic image taken from
28 a government-issued photographic identification.

29 (i) "Pawnbroker" means any person who is engaged in
30 the business of making pawns; who makes a public display
31 containing the term "pawn," "pawnbroker," or "pawnshop" or any

1 derivative thereof; or who publicly displays a sign or symbol
2 historically identified with pawns. A pawnbroker may also
3 engage in the business of purchasing goods which includes
4 consignment and trade.

5 (q) "Purchase" means the transfer and delivery of
6 goods, by a person other than a permitted vendor, to a
7 pawnbroker by acquisition for value, consignment, or trade for
8 other goods.

9 (4) ELIGIBILITY FOR LICENSE.--

10 (a) To be eligible for a pawnbroker's license, an
11 applicant must:

- 12 1. Be of good moral character;
- 13 2. Have a net worth of at least \$50,000 or file with
14 the agency a bond issued by a surety company qualified to do
15 business in this state in the amount of \$10,000 for each
16 license. In lieu of the bond required in this section, the
17 applicant may establish a certificate of deposit or an
18 irrevocable letter of credit in a Florida banking institution
19 in the amount of the bond. The original bond, certificate of
20 deposit, or letter of credit shall be filed with the agency,
21 and the agency shall be the beneficiary to said document. The
22 bond, certificate of deposit, or letter of credit shall be in
23 favor of the agency for the use and benefit of any consumer
24 who is injured by the fraud, misrepresentation, breach of
25 contract, financial failure, or violation of any provision of
26 this section by the pawnbroker. Such liability may be enforced
27 either by proceeding in an administrative action or by filing
28 a judicial suit at law in a court of competent jurisdiction.
29 However, in such court suit, the bond, certificate of deposit,
30 or letter of credit posted with the agency shall not be
31 amenable or subject to any judgment or other legal process

1 issuing out of or from such court in connection with such
 2 lawsuit, but such bond, certificate of deposit, or letter of
 3 credit shall be amenable to and enforceable only by and
 4 through administrative proceedings before the agency. It is
 5 the intent of the Legislature that such bond, certificate of
 6 deposit, or letter of credit shall be applicable and liable
 7 only for the payment of claims duly adjudicated by order of
 8 the agency. The bond, certificate of deposit, or letter of
 9 credit shall be payable on a pro rata basis as determined by
 10 the agency, but the aggregate amount may not exceed the amount
 11 of the bond, certificate of deposit, or letter of credit;—

12 3. Not have been convicted of, entered a plea of
 13 guilty or nolo contendere to, or had an adjudication withheld
 14 for a felony within the last 10 years and not be acting as a
 15 beneficial owner for someone who has been convicted of,
 16 entered a plea of guilty or nolo contendere to, or had
 17 adjudication withheld for a felony within the last 10 years;
 18 and

19 4. Not have been convicted of, entered a plea of
 20 guilty or nolo contendere to, or had adjudication withheld
 21 for, and not be acting as a beneficial owner for someone who
 22 has been convicted, of, entered a plea of guilty or nolo
 23 contendere to, or had adjudication withheld for, a crime that
 24 involves theft, larceny, dealing in stolen property, receiving
 25 stolen property, burglary, embezzlement, obtaining property by
 26 false pretenses, possession of altered property, or any other
 27 fraudulent or dishonest dealing ~~the agency finds directly~~
 28 ~~relates to the duties and responsibilities of a pawnbroker~~
 29 within the last 10 years.

30 (8) PAWNBROKER TRANSACTION FORM.--

31

1 (a) At the time the pawnbroker enters into any pawn or
2 purchase transaction, the pawnbroker shall complete a
3 pawnbroker transaction form for such transaction, including an
4 indication of whether the transaction is a pawn or a purchase,
5 and the pledgor or seller shall sign such completed form. The
6 agency must approve the design and format of the pawnbroker
7 transaction form, which must be 8 1/2 inches x 11 inches in
8 size and elicit the information required under this section.
9 In completing the pawnbroker transaction form, the pawnbroker
10 shall record the following information, which must be typed or
11 written indelibly and legibly in English.

12 (b) The front of the ~~A~~ pawnbroker transaction form
13 must include:

- 14 1. The name and address of the pawnshop.
- 15 2. A complete and accurate description of the pledged
16 goods or purchased goods, including the following information,
17 if applicable:
 - 18 a. Brand name.
 - 19 b. Model number.
 - 20 c. Manufacturer's serial number.
 - 21 d. Size.
 - 22 e. Color, as apparent to the untrained eye.
 - 23 f. Precious metal type, weight, and content, if known.
 - 24 g. Gemstone description, including the number of
25 stones.
 - 26 h. In the case of firearms, the type of action,
27 caliber or gauge, number of barrels, barrel length, and
28 finish.
 - 29 i. Any other unique identifying marks, numbers, names,
30 or letters.

1 Notwithstanding sub-subparagraphs a.-i., in the case of
2 multiple items of a similar nature delivered together in one
3 transaction which do not bear serial or model numbers and
4 which do not include precious metal or gemstones, such as
5 musical or video recordings, books, and hand tools, the
6 description of the items is adequate if it contains the
7 quantity of items and a description of the type of items
8 delivered.

9 3. The name, address, home telephone number, place of
10 employment, date of birth, physical description, and right
11 thumbprint of the pledgor or seller.

12 4. The date and time of the transaction.

13 5. The type of identification accepted from the
14 pledgor or seller, including the issuing agency and the
15 identification number.

16 6. In the case of a pawn:

17 a. The amount of money advanced, which must be
18 designated as the amount financed;

19 b. The maturity date of the pawn, which must be 30
20 days after the date of the pawn;

21 c. The default date of the pawn and the amount due on
22 the default date;

23 ~~d.e.~~ The total pawn service charge payable on the
24 maturity date, which must be designated as the finance charge;

25 ~~e.d.~~ The amount financed plus the finance charge that
26 must be paid to redeem the pledged goods on the maturity date,
27 which must be designated as the total of payments;

28 ~~f.e.~~ The annual percentage rate, computed according to
29 the regulations adopted by the Federal Reserve Board under the
30 federal Truth in Lending Act; and

31

1 g.f. The front or back of the pawnbroker transaction
2 form must include a statement that:

3 (I) Any personal property pledged to a pawnbroker
4 within this state which is not redeemed within 30 days
5 following the maturity date of the pawn, if the 30th day is
6 not a business day, then the following business day, is
7 automatically forfeited to the pawnbroker, and absolute right,
8 title, and interest in and to the property vests in and is
9 deemed conveyed to the pawnbroker by operation of law, and no
10 further notice is necessary;

11 (II) The pledgor is not obligated to redeem the
12 pledged goods; and

13 (III) If the pawnbroker transaction form is lost,
14 destroyed, or stolen, the pledgor must immediately advise the
15 issuing pawnbroker in writing by certified or registered mail,
16 return receipt requested, or in person evidenced by a signed
17 receipt.

18 (IV) A pawn may be extended upon mutual agreement of
19 the parties.

20 7. In the case of a purchase, the amount of money paid
21 for the goods or the monetary value assigned to the goods in
22 connection with the transaction.

23 8. A statement that the pledgor or seller of the item
24 represents and warrants that it is not stolen, that it has no
25 liens or encumbrances against it, and that the pledgor or
26 seller is the rightful owner of the goods and has the right to
27 enter into the transaction.

28
29 Any person who knowingly gives false verification of ownership
30 or gives a false or altered identification and who receives
31 money from a pawnbroker for goods sold or pledged commits:

1 a. If the value of the money received is less than
2 \$300, a felony of the third degree, punishable as provided in
3 s. 775.082, s. 775.083, or s. 775.084.

4 b. If the value of the money received is \$300 or more,
5 a felony of the second degree, punishable as provided in s.
6 775.082, s. 775.083, or s. 775.084.

7 ~~9. Immediately above the signature of the pledgor or~~
8 ~~seller, a statement that the pledgor or seller of the item~~
9 ~~declares: "Under penalty of perjury, I have read the~~
10 ~~foregoing document, and the facts stated in it are true."~~

11 (9) RECORDKEEPING; REPORTING; HOLD PERIOD.--

12 (a) A pawnbroker must maintain a ~~the original~~ copy of
13 each completed pawnbroker transaction form on the pawnshop
14 premises for at least 1 year ~~180 days~~ after the date of the
15 transaction. On or before the end of each business day, the
16 pawnbroker must deliver to the appropriate law enforcement
17 official the original ~~a copy of~~ pawnbroker transaction forms
18 for each of the transactions occurring during the previous
19 business day, unless other arrangements have been agreed upon
20 between the pawnbroker and the appropriate law enforcement
21 official. If the original transaction form is lost or
22 destroyed by the appropriate law enforcement official, a copy
23 may be used by the pawnbroker as evidence in court. When an
24 electronic image of a pledgor or seller identification is
25 accepted for a transaction, the pawnbroker must maintain the
26 electronic image in order to meet the same recordkeeping
27 requirements as for the original transaction form. If a
28 criminal investigation occurs, the pawnbroker shall, upon
29 request, provide a clear and legible copy of the image to the
30 appropriate law enforcement official.

31

1 **(b)** If the appropriate law enforcement agency supplies
2 the appropriate software and the pawnbroker presently has the
3 computer ability, pawn transactions shall be electronically
4 transferred. If a pawnbroker does not presently have the
5 computer ability, the appropriate law enforcement agency may
6 provide the pawnbroker with a computer and all necessary
7 equipment for the purpose of electronically transferring pawn
8 transactions. The appropriate law enforcement agency shall
9 retain ownership of the computer, unless otherwise agreed
10 upon. The pawnbroker shall maintain the computer in good
11 working order, ordinary wear and tear excepted. In the event
12 the pawnbroker transfers pawn transactions electronically, the
13 pawnbroker is not required to also deliver to the appropriate
14 law enforcement official, the original or copies of the
15 pawnbroker transaction forms. The appropriate law enforcement
16 official may, for the purposes of a criminal investigation,
17 request that the pawnbroker produce an original of a
18 transaction form that has been electronically transferred. The
19 pawnbroker shall deliver this form to the appropriate law
20 enforcement official within 24 hours of the request.

21 **(c)**~~(b)~~ All goods delivered to a pawnbroker in a pawn
22 or purchase transaction must be securely stored and maintained
23 in an unaltered condition within the jurisdiction of the
24 appropriate law enforcement official for a period of 30 ~~15~~
25 calendar days after the transaction. Those goods delivered to
26 a pawnbroker in a purchase transaction may not be sold or
27 otherwise disposed of before the expiration of such period.
28 The pawnbroker shall make all pledged and purchased goods and
29 all records relating to such goods available for inspection by
30 the appropriate law enforcement official during normal
31 business hours throughout such period. The pawnbroker must

1 store and maintain pledged goods for the period prescribed in
 2 subsection (10) unless the pledged goods are redeemed earlier;
 3 provided, however, that within the first 30 ~~15~~ days after the
 4 original pawn, the pledged goods may be redeemed only by the
 5 pledgor or the pledgor's attorney in fact.

6 (11) PAWN SERVICE CHARGES.--

7 (b) The default date of any pawn may be extended to a
 8 subsequent date by mutual agreement, between the pledgor and
 9 the pawnbroker except the pawnbroker may not impose a minimum
 10 duration of more than 30 days, evidenced by a written
 11 memorandum, a copy of which must be supplied to the pledgor,
 12 which must clearly specify the new default date, ~~the pawn~~
 13 ~~service charges paid for the extension,~~and the pawn service
 14 charges owed on the new default date. In this event, the daily
 15 pawn service charge for the extension shall be equal to the
 16 pawn service charge for the original 30-day period divided by
 17 30 days (i.e., one-thirtieth of the original total pawn
 18 service charge). There is no limit on the number of extensions
 19 that the parties may agree to.

20 (d) Pledged goods may be redeemed by mail by agreement
 21 between the pledgor and the pawnbroker. The pledgor must pay
 22 in advance all moneys due and a reasonable charge assessed by
 23 the pawnbroker to recover its cost and expenses involved in
 24 the packaging, insuring, and shipping of the pledged goods. ~~if~~
 25 The pawnbroker shall insure ~~insures~~ the pledged goods in an
 26 amount acceptable to the pledgor.~~not less than the amount~~
 27 ~~advanced to the pledgor in the pawn transaction,~~The
 28 pawnbroker's liability for loss or damage in connection with
 29 the shipment of such pledged goods is limited to the amount of
 30 the insurance coverage obtained.

1 (12) PROHIBITED ACTS.--A pawnbroker, or an employee or
2 agent of a pawnbroker, may not:

3 (a) Falsify or intentionally fail to make an entry of
4 any material matter in a pawnbroker transaction form.

5 (b) Refuse to allow the agency, the appropriate law
6 enforcement official, or the state attorney, or any of their
7 designated representatives having ~~appropriate~~ jurisdiction, to
8 inspect completed pawnbroker transaction forms or pledged or
9 purchased goods during the ordinary hours of the pawnbroker's
10 business or other time acceptable to both parties. The
11 appropriate law enforcement official shall disclose to a
12 claimant the name and address of the pawnbroker, the name and
13 address of the conveying customer, and a description of
14 pawned, purchased, or consigned goods that the claimant claims
15 to be misappropriated.

16 (c) Obliterate, discard, or destroy a completed
17 pawnbroker transaction form sooner than 3 ~~2~~ years after the
18 date of the transaction.

19 (d) Accept a pledge or purchase property from a person
20 under the age of 18 years.

21 (e) Make any agreement requiring or allowing the
22 personal liability of a pledgor or the waiver of any of the
23 provisions of this section.

24 (f) Knowingly enter into a pawn or purchase
25 transaction with any person who is under the influence of
26 alcohol or controlled substances when such condition is
27 apparent, or with any person using the name of another or the
28 registered name of another's business.

29 (g) Conduct any pawn or purchase transaction at a
30 drive-through window or similar device in which the customer
31 remains in a vehicle while conducting the transaction.

1 (h) Fail to return or replace pledged goods to a
2 pledgor upon payment of the full amount due the pawnbroker,
3 unless the pledged goods have been placed under a hold order
4 under subsection (16), or taken into custody by a court or
5 otherwise disposed of by court order, ~~or lost or damaged~~.

6 (i) Sell or otherwise charge for insurance in
7 connection with a pawn transaction, except in connection with
8 the shipment of pledged goods redeemed by mail as provided in
9 subsection (11).

10 (j) Engage in title loan transactions at, within, or
11 adjoining a licensed pawnshop location.

12 (k) Lease pledged goods to the pledgor or any other
13 party.

14 (l) Operate a pawnshop between the hours of 10 p.m.
15 and 7 a.m.

16 (m) Knowingly hire anyone to work in a pawnshop who
17 has been convicted of, or entered a plea of guilty or nolo
18 contendere to, or had adjudication withheld for a felony
19 within the last 5 years, or been convicted of, or entered a
20 plea of guilty or nolo contendere to, or had adjudication
21 withheld for a crime within the last 5 years which involves
22 theft, larceny, dealing in stolen property, receiving stolen
23 property, burglary, embezzlement, obtaining property by false
24 pretenses, possession of altered property, or any fraudulent,
25 or dishonest dealing.

26 (13) RIGHT TO REDEEM; LOST PAWNBROKER TRANSACTION
27 FORM.--

28 (a) Only a pledgor or a pledgor's authorized
29 representative ~~Any person presenting the pledgor's copy of the~~
30 ~~pawnbroker transaction form to the pawnbroker is presumed to~~
31 ~~be~~ entitled to redeem the pledged goods described in the

1 pawnbroker transaction form; however, if the pawnbroker
2 determines that the person is not the original pledgor, or the
3 pledgor's authorized representative, the pawnbroker is not
4 required to allow the redemption of the pledged goods by such
5 person. The person redeeming the pledged goods must sign the
6 pledgor's copy of the pawnbroker transaction form, which the
7 pawnbroker may retain as evidence of the person's receipt of
8 the pledged goods. If the person redeeming the pledged goods
9 is the pledgor's authorized representative ~~not the original~~
10 ~~pledgor~~, that person must present notarized authorization from
11 the original pledgor and show identification to the pawnbroker
12 and the pawnbroker shall record that person's name and address
13 on the pawnbroker transaction form retained by the pawnshop.
14 It is the pawnbroker's responsibility to verify that the
15 person redeeming the pledged goods is either the pledgor or
16 the pledgor's authorized representative ~~The pawnbroker is not~~
17 ~~liable to the original pledgor for allowing the redemption of~~
18 ~~the pledged goods by another person under this paragraph.~~

19 (b) If a pledgor's copy of the pawnbroker transaction
20 form is lost, destroyed, or stolen, the pledgor must notify
21 the pawnbroker in writing by certified or registered mail,
22 return receipt requested, or in person evidenced by a signed
23 receipt, and receipt of this notice invalidates the pawnbroker
24 transaction form if the pledged goods have not previously been
25 redeemed. Before delivering the pledged goods or issuing a new
26 pawnbroker transaction form, the pawnbroker must require the
27 pledgor to make a written statement of the loss, destruction,
28 or theft of the pledgor's copy of the pawnbroker transaction
29 form. The pawnbroker must record on the written statement the
30 type of identification and the identification number accepted
31 from the pledgor, the date the statement is given, and the

1 number of the pawnbroker transaction form that was lost,
2 destroyed, or stolen. The statement must be signed by the
3 pawnbroker or the pawnshop employee who accepts the statement
4 from the pledgor. A pawnbroker is entitled to a fee not to
5 exceed \$2 in connection with each lost, destroyed, or stolen
6 pawnbroker transaction form and the taking of a properly
7 prepared written statement.

8 (c) Sales tax is not due or collectible in connection
9 with the redemption of pledged goods.

10 (d) If pledged goods are lost or damaged while in the
11 possession of the pawnbroker, the pawnbroker may satisfy the
12 pledgor's claim by replacing the lost or damaged goods with
13 like kinds of merchandise of equal value, with which the
14 pledgor can reasonably replace the goods. Such ~~an offer of~~
15 replacement is a defense to any civil action ~~prosecution~~ based
16 upon the loss or damage of the goods.

17 (15) CLAIMS AGAINST PURCHASED GOODS OR PLEDGED GOODS
18 HELD BY PAWNBROKERS.--

19 (a) To obtain possession of purchased or pledged goods
20 held by a pawnbroker which a claimant claims to be
21 misappropriated, the claimant must notify the pawnbroker by
22 certified mail, return receipt requested, or in person
23 evidenced by signed receipt, of the claimant's claim to the
24 purchased or pledged goods. The notice must contain a complete
25 and accurate description of the purchased or pledged goods and
26 must be accompanied by a legible copy of the applicable law
27 enforcement agency's report on the misappropriation of such
28 property. If the claimant and the pawnbroker do not resolve
29 the matter within 10 ~~20~~ days after the pawnbroker's receipt of
30 the notice, ~~and if the pledged goods are not under a hold~~
31 ~~order under subsection (16),~~ the claimant may petition the

1 court to order the return of the property, naming the
2 pawnbroker ~~and the conveying customer~~ as a defendant, and must
3 serve the pawnbroker ~~and the conveying customer~~ with a copy of
4 the petition. The pawnbroker shall hold the property described
5 in the petition until the right to possession is resolved by
6 the parties or by a court of competent jurisdiction. The court
7 shall waive any filing fee for the petition to recover the
8 property, and the sheriff shall waive the service fees. The
9 ~~filing of a petition to recover allegedly misappropriated~~
10 ~~property must be accepted as a criminal complaint by the state~~
11 ~~attorney or court. A judgment in favor of a claimant to~~
12 ~~recover property constitutes the claimant's sworn testimony~~
13 ~~and must be accepted as evidence in any criminal prosecution.~~

14 (b) If, after notice and a hearing, the court finds
15 that the property was misappropriated and orders the return of
16 the property to the claimant:

17 1. The claimant may recover from the pawnbroker
18 ~~conveying customer~~ the cost of the action, including the
19 claimant's reasonable attorney's fees; and

20 2. If the conveying customer is convicted of theft, a
21 violation of this section, or dealing in stolen property, the
22 court shall order the conveying customer to ~~must~~ repay the
23 pawnbroker the full amount the conveying customer received
24 from the pawnbroker for the property, plus all applicable pawn
25 service charges. As used in this paragraph, the term
26 "convicted of" includes a plea of nolo contendere to the
27 charges or any agreement in which adjudication is withheld;
28 and

29 3. The conveying customer shall be responsible to pay
30 all attorney's fees and taxable costs incurred by the
31 pawnbroker in defending a replevin action or any other civil

1 matter wherein it is found that the conveying customer was in
2 violation of this paragraph.~~The conveying customer must pay~~
3 ~~the pawnbroker's costs incurred in the proceeding, including~~
4 ~~the pawnbroker's reasonable attorney's fees.~~

5 (16) HOLD ORDERS; ISSUANCE; REQUIRED INFORMATION;
6 PROCEDURES.--

7 (a) When an appropriate law enforcement official has
8 probable cause to believe that property in the possession of a
9 pawnbroker is misappropriated, the official may place a
10 written hold order on the property. The written hold order
11 shall ~~may~~ impose a holding period not to exceed 90 days unless
12 extended by court order. The appropriate law enforcement
13 official may rescind, in writing, any hold order.An
14 appropriate law enforcement official may place only one hold
15 order on property.

16 (b) Upon the expiration of the holding period, the
17 pawnbroker shall ~~may~~ notify, in writing, the appropriate law
18 enforcement official by certified mail, return receipt
19 requested, that the holding period has expired. If, on the
20 10th day after the written notice has been received by the
21 appropriate law enforcement official, the pawnbroker has not
22 received from a court an extension of the hold order on the
23 property and the property is not the subject of a proceeding
24 under subsection (15), title to the property shall vest in and
25 be deemed conveyed by operation of law to the pawnbroker, free
26 of any liability for claims but subject to any restrictions
27 contained in the pawn transaction contract and subject to the
28 provisions of this section.

29 (c) A hold order must specify:

30 1. The name and address of the pawnbroker.

31

1 2. The name, title, and identification number of the
2 representative of the appropriate law enforcement official or
3 the court placing the hold order.

4 3. If applicable, the name and address of the
5 appropriate law enforcement official or court to which such
6 representative is attached and the number, if any, assigned to
7 the claim regarding the property.

8 4. A complete description of the property to be held,
9 including model number and serial number if applicable.

10 5. The name of the person reporting the property to be
11 misappropriated unless otherwise prohibited by law.

12 6. The mailing address of the pawnbroker where the
13 property is held.

14 7. The expiration date of the holding period.

15 (d) The pawnbroker or the pawnbroker's representative
16 must sign and date a copy of the hold order as evidence of
17 receipt of the hold order and the beginning of the 90-day
18 holding period.

19 (e)1. Except as provided in subparagraph 2., a
20 pawnbroker may not release or dispose of property subject to a
21 hold order except pursuant to a court order, a written release
22 from the appropriate law enforcement official, or the
23 expiration of the holding period of the hold order.

24 2. While a hold order is in effect, the pawnbroker
25 must upon request ~~may~~ release the property subject to the hold
26 order to the custody of the appropriate law enforcement
27 official for use in a criminal investigation. The release of
28 the property to the custody of the appropriate law enforcement
29 official is not considered a waiver or release of the
30 pawnbroker's property rights or interest in the property. Upon
31 completion of the criminal proceeding ~~investigation~~, the

1 property must be returned to the pawnbroker unless the court
 2 orders other disposition. When such other disposition is
 3 ordered, the court shall additionally order the conveying
 4 customer to pay restitution to the pawnbroker in the amount
 5 received by the conveying customer for the property together
 6 with reasonable attorney's fees and costs.

7 ~~(f) If property is the subject of a lease or rental~~
 8 ~~transaction between a claimant and a conveying customer at the~~
 9 ~~time it is delivered to the pawnbroker, the property may not~~
 10 ~~be considered misappropriated unless the property has a~~
 11 ~~conspicuous permanent label or mark identifying it as the~~
 12 ~~claimant's property. Property subject to a lease or rental~~
 13 ~~transaction which is not marked as provided in this paragraph~~
 14 ~~may be recovered by the claimant upon payment to the~~
 15 ~~pawnbroker of all moneys paid or advanced by the pawnbroker in~~
 16 ~~the pawn or purchase transaction and upon producing evidence~~
 17 ~~identifying the property as the claimant's property that was~~
 18 ~~leased or rented at the time the property was placed in the~~
 19 ~~pawnbroker's possession. The pawnbroker is not liable for the~~
 20 ~~recovery of leased or rental property under this paragraph.~~

21 (17) CRIMINAL PENALTIES.--

22 (a) Any person who engages in business as a pawnbroker
 23 without first securing a license commits a felony of the third
 24 degree, punishable as provided in s. 775.082, s. 775.083, or
 25 s. 775.084.

26 (b) In addition to any other penalty, any person, who
 27 willfully violates this section or who willfully makes a false
 28 entry in any record specifically required by this section
 29 commits a misdemeanor of the first ~~second~~ degree, punishable
 30 as provided in s. 775.082 or s. 775.083, ~~or s. 775.084.~~

1 ~~(c) Any conveying customer who fraudulently pledges or~~
2 ~~sells misappropriated property to a pawnbroker commits a~~
3 ~~felony of the third degree, punishable as provided in s.~~
4 ~~775.082, s. 775.083, or s. 775.084.~~

5 Section 2. Section 539.003, Florida Statutes, 1996
6 Supplement, is amended to read:

7 539.003 Confidentiality.--

8 (1) All records relating to pawnbroker transactions
9 delivered to appropriate law enforcement officials pursuant to
10 s. 539.001 are confidential and exempt from the provisions of
11 s. 119.07(1) and s. 24(a), Art. I of the State Constitution
12 and may be used only for official law enforcement purposes.

13 This section does not prohibit the disclosure by the
14 appropriate law enforcement officials of the name and address
15 of the pawnbroker, the name and address of the conveying
16 customer, or a description of pawned property to the alleged
17 owner of pawned property.

18 (2) This section exemption is subject to the Open
19 Government Sunset Review Act of 1995 in accordance with s.
20 119.15 and shall stand repealed on October 2, 2001, unless
21 reviewed and saved from repeal through reenactment by the
22 Legislature.

23 Section 3. This act shall take effect upon becoming a
24 law, except that the amendments to subsection (8) of section
25 539.001, Florida Statutes, 1996 Supplement, take effect
26 January 1, 1998.