

Amendment No. 1

COMMITTEE/SUBCOMMITTEE ACTION

ADOPTED	<u> </u>	(Y/N)
ADOPTED AS AMENDED	<u> </u>	(Y/N)
ADOPTED W/O OBJECTION	<u> </u>	(Y/N)
FAILED TO ADOPT	<u> </u>	(Y/N)
WITHDRAWN	<u> </u>	(Y/N)
OTHER	<u> </u>	

Committee/Subcommittee hearing bill: Industries & Professional Activities Subcommittee

Representative López, J. offered the following:

Amendment

Remove lines 9-23 and insert:

Section 1. **Subsection (8) and paragraphs (a) and (b) of subsection (9) of section 539.001, Florida Statutes, are amended to read:**

539.001 The Florida Pawnbroking Act.—

(8) PAWNBROKER TRANSACTION FORM.—

(a) At the time the pawnbroker enters into any pawn or purchase transaction, the pawnbroker shall complete a pawnbroker transaction form for such transaction, including an indication of whether the transaction is a pawn or a purchase, and the pledgor or seller shall sign such completed form. The agency

Amendment No. 1

17 must approve the design and format of the pawnbroker transaction
18 form, which must be 8 1/2 inches x 11 inches in size for printed
19 forms and be in a font size of at least 12 points for digital
20 forms and elicit the information required under this section in
21 a digital or printed format. In completing the pawnbroker
22 transaction form, the pawnbroker shall record the following
23 information, which must be typed or written indelibly and
24 legibly in English.

25 (b) The front of a printed ~~the~~ pawnbroker transaction form
26 and the first page of a digital form must include:

- 27 1. The name and address of the pawnshop.
- 28 2. A complete and accurate description of the pledged
29 goods or purchased goods, including the following information,
30 if applicable:
 - 31 a. Brand name.
 - 32 b. Model number.
 - 33 c. Manufacturer's serial number.
 - 34 d. Size.
 - 35 e. Color, as apparent to the untrained eye.
 - 36 f. Precious metal type, weight, and content, if known.
 - 37 g. Gemstone description, including the number of stones.
 - 38 h. In the case of firearms, the type of action, caliber or
39 gauge, number of barrels, barrel length, and finish.
 - 40 i. Any other unique identifying marks, numbers, names, or
41 letters.

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Amendment No. 1

42
43 Notwithstanding sub-subparagraphs a.-i., in the case of multiple
44 items of a similar nature delivered together in one transaction
45 which do not bear serial or model numbers and which do not
46 include precious metal or gemstones, such as musical or video
47 recordings, books, and hand tools, the description of the items
48 is adequate if it contains the quantity of items and a
49 description of the type of items delivered.

50 3. The name, address, home telephone number, place of
51 employment, date of birth, physical description, and right
52 thumbprint of the pledgor or seller.

53 4. The date and time of the transaction.

54 5. The type of identification accepted from the pledgor or
55 seller, including the issuing agency and the identification
56 number.

57 6. In the case of a pawn:

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

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

62 c. The default date of the pawn and the amount due on the
63 default date;

64 d. The total pawn service charge payable on the maturity
65 date, which must be designated as the finance charge;

Amendment No. 1

66 e. The amount financed plus the finance charge that must
67 be paid to redeem the pledged goods on the maturity date, which
68 must be designated as the total of payments;

69 f. The annual percentage rate, computed according to the
70 regulations adopted by the Federal Reserve Board under the
71 federal Truth in Lending Act; and

72 g. The front or back of a printed ~~the~~ pawnbroker
73 transaction form and the first or second page of a digital
74 pawnbroker transaction form must include a statement that:

75 (I) Any personal property pledged to a pawnbroker within
76 this state which is not redeemed within 30 days following the
77 maturity date of the pawn, if the 30th day is not a business
78 day, then the following business day, is automatically forfeited
79 to the pawnbroker, and absolute right, title, and interest in
80 and to the property vests in and is deemed conveyed to the
81 pawnbroker by operation of law, and no further notice is
82 necessary;

83 (II) The pledgor is not obligated to redeem the pledged
84 goods; and

85 (III) If the pawnbroker transaction form is lost,
86 destroyed, or stolen, the pledgor must immediately advise the
87 issuing pawnbroker in writing by certified or registered mail,
88 return receipt requested, or in person evidenced by a signed
89 receipt.

Amendment No. 1

90 (IV) A pawn may be extended upon mutual agreement of the
91 parties.

92 7. In the case of a purchase, the amount of money paid for
93 the goods or the monetary value assigned to the goods in
94 connection with the transaction.

95 8. A statement that the pledgor or seller of the item
96 represents and warrants that it is not stolen, that it has no
97 liens or encumbrances against it, and that the pledgor or seller
98 is the rightful owner of the goods and has the right to enter
99 into the transaction. Any person who knowingly gives false
100 verification of ownership or gives a false or altered
101 identification and who receives money from a pawnbroker for
102 goods sold or pledged commits:

103 a. If the value of the money received is less than \$300, a
104 felony of the third degree, punishable as provided in s.
105 775.082, s. 775.083, or s. 775.084.

106 b. If the value of the money received is \$300 or more, a
107 felony of the second degree, punishable as provided in s.
108 775.082, s. 775.083, or s. 775.084.

109 (c) A pawnbroker transaction form must provide a space for
110 the imprint of the right thumbprint of the pledgor or seller and
111 a blank line for the signature of the pledgor or seller.

112 (d) At the time of the pawn or purchase transaction, the
113 pawnbroker shall deliver to the pledgor or seller an exact copy
114 of the completed pawnbroker transaction form.

Amendment No. 1

115 (9) RECORDKEEPING; REPORTING; HOLD PERIOD.—

116 (a) A pawnbroker must maintain a copy of each completed
117 pawnbroker transaction form on the pawnshop premises for at
118 least 1 year after the date of the transaction. On or before the
119 end of each business day, the pawnbroker must deliver to the
120 appropriate law enforcement official the original printed
121 pawnbroker transaction forms or printed copies of the digital
122 pawnbroker transaction forms for each of the transactions
123 occurring during the previous business day, unless other
124 arrangements have been agreed upon between the pawnbroker and
125 the appropriate law enforcement official. If an ~~the~~ original
126 printed transaction form is lost or destroyed by the appropriate
127 law enforcement official, a copy may be used by the pawnbroker
128 as evidence in court. When an electronic image of a pledgor or
129 seller identification is accepted for a transaction, the
130 pawnbroker must maintain the electronic image in order to meet
131 the same recordkeeping requirements as for the original printed
132 transaction form. If a criminal investigation occurs, the
133 pawnbroker shall, upon request, provide a clear and legible copy
134 of the image to the appropriate law enforcement official.

135 (b) If the appropriate law enforcement agency supplies the
136 appropriate software and the pawnbroker presently has the
137 computer ability, pawn transactions shall be electronically
138 transferred. If a pawnbroker does not presently have the
139 computer ability, the appropriate law enforcement agency may

Amendment No. 1

140 provide the pawnbroker with a computer and all necessary
141 equipment for the purpose of electronically transferring pawn
142 transactions. The appropriate law enforcement agency shall
143 retain ownership of the computer, unless otherwise agreed upon.
144 The pawnbroker shall maintain the computer in good working
145 order, ordinary wear and tear excepted. In the event the
146 pawnbroker transfers pawn transactions electronically, the
147 pawnbroker is not required to also deliver to the appropriate
148 law enforcement official the original or copies of the
149 pawnbroker transaction forms. The appropriate law enforcement
150 official may, for the purposes of a criminal investigation,
151 request that the pawnbroker produce an original of a printed
152 transaction form that has been electronically transferred. The
153 pawnbroker shall deliver this form to the appropriate law
154 enforcement official within 24 hours of the request.

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