

STATE OF NEW JERSEY



DEPARTMENT OF BANKING AND INSURANCE DIVISION OF BANKING

ORDER No. E16-017995

IN THE MATTER OF:

CENTURY PAWNBROKER, INC.
Ref. No. 9001193

)
)
)
)

CONSENT ORDER

TO: CENTURY PAWNBROKER, INC.
724 COOKMAN AVENUE
ASBURY PARK, NEW JERSEY 07712

MICHAEL CARUCCI, ESQ.
SILLS, CUMMIS & GROSS, PC
ONE RIVERFRONT PLAZA
NEWARK, NEW JERSEY 07102

THIS MATTER having been opened by the Commissioner of the New Jersey Department of Banking and Insurance ("Department"), upon information that Century Pawnbroker, Inc. ("CPI") located at 724 Cookman Avenue, Asbury Park, New Jersey 07712, formerly licensed as a pawnbroker pursuant to the New Jersey Pawnbroking Law ("NJPL"), N.J.S.A. 45:22-1 et seq., conducted business as a pawnbroker without a license for over one year following the expiration of its license on June 30, 2015, in violation of the licensure requirements of the NJPL; and

WHEREAS, the Department has the authority under the NJPL to issue an order to show cause why a license should not be revoked and penalties imposed, when circumstances warrant; and

WHEREAS, pursuant to authority provided under the NJPL, the Department conducted an investigation of CPI during November 2016; and

WHEREAS, CPI submitted to the Department an application for a pawnbroker license at the above-referenced Asbury Park location and paid to the Department the required, non-refundable application fee in the amount of \$500; and

WHEREAS, CPI by and through its owners and operators has cooperated with the above-referenced investigation process and has taken concrete steps toward remedying customer complaints; and

WHEREAS, such remedial steps have been taken in connection with an agreement with the Department for the re-licensure of Century Jewelers & Loan, LLC (“CJ&L”), a pawnshop located in Lakewood, New Jersey, that shares substantially identical owners and operators with CPI; and

WHEREAS, under the terms of said agreement, CPI pawned articles are currently stored at the CJ&L location in Lakewood and will be made accessible to CPI’s Asbury Park customers for payments and retrieval, for such period of time as may be necessary to effectuate a complete run-off of all current CPI pawned articles; and

WHEREAS, under the terms of said agreement, CPI and CJ&L accounts were to be kept entirely separate and no new business was to be transacted on CPI accounts, but was permitted for the separate CJ&L accounts; and

WHEREAS, the owners and operators of CPI and of CJ&L have afforded CPI customers access to their pawned articles in compliance with agreed-upon terms and without major problems; and

WHEREAS, the Department has advised CPI owners and operators that certain conditions would have to be met for the Department to consider re-licensure of CPI as a pawnbroker; and

WHEREAS, the owners and operators of CPI have for their own reasons decided to forego re-licensure for CPI as a pawnbroker; and

WHEREAS, CPI and the Department have knowingly, willingly, and voluntarily agreed to enter into this Consent Order to settle the above-referenced matters in lieu of adversarial proceedings,

NOW, THEREFORE, IT IS, on this 27th day of December 2016, **ORDERED** and **AGREED**:

1. CPI shall be liable to the Department for an administrative penalty in the amount of **\$1,500.00** for unlicensed activity conducted at the Asbury Park location. The payment of said penalty shall be made in the form of a cashier’s check made payable to “Treasurer, State of New Jersey” and remitted with this Consent Order signed by an authorized representative of CPI to:

Paul Giraldi, Chief of Investigations
Office of Consumer Finance
Department of Banking and Insurance
20 West State Street – 5th Floor
P.O. Box 040
Trenton, New Jersey 08625-0040
(609) 292-7659, ext. 50228
Paul.Giraldi@dobi.state.nj.us

2. CPI shall withdraw its pending application for a pawnbroker license.

3. The Department shall credit the \$500 amount of CPI's non-refundable application fee against the \$1,500 penalty provided for above. The amount of penalty due and payable under this Consent Order in the time and manner stated in paragraph 1 above shall, therefore, be \$1,000.

4. CPI and its owners and operators shall continue the run-off of all Asbury Park pawned articles in accordance with the previously agreed upon terms and conditions described above, until all such pawned articles have been either redeemed by customers or, if unredeemed and abandoned within the meaning of the NJPBL, then otherwise disposed of in accordance with the notice and sale provisions of the applicable law.

5. CPI shall not charge any Asbury Park customer redeeming a pawned article any interest or fee for the period of time during which the Asbury Park location was closed and not accessible to such customers, specifically beginning on October 6, 2016.

6. CPI shall maintain property liability insurance sufficient to cover the value of pawned articles through the run-off period, and the amount of such insurance coverage may be reduced commensurately with the declining number of pawned articles and their declining aggregate value, and CPI shall be responsible for ensuring that such values and such coverage amounts are adequately documented over the relevant period of time.

7. CPI hereby expressly consents to the Department's approval of such claims against its statutory surety bond (Penn National Insurance Bond No. SB119457, running to 12/31/2016) held in the amount of \$1,000 as the Department may receive and that, in its sole discretion, the Department finds: (a) arose during the coverage period, (b) are justified on the merits, and (c) have not been satisfied by CPI. In no event shall the Department pursue such claims against CPI beyond exhaustion of the amount of the surety bond.

8. The Department hereby fully and forever releases and discharges CPI (including all predecessors and successors, subsidiaries, affiliates, assigns, officers, directors, trustees, Executives, employees, agents and attorneys, past and present) from any and all claims, demands, liens, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities, enforcement actions, of whatever kind or nature, direct or indirect, in law, equity or otherwise, whether known or unknown, arising through the date of this Consent Order, out of the unlicensed conduct of pawnbroker activity by CPI at the Asbury Park location. This release and discharge binds only the Department. The scope of this release and discharge is limited to matters and actions within the Department's jurisdiction. The foregoing will not be deemed to prevent the Department from referring such matters as it may encounter with respect to CPI to other regulatory or law enforcement agencies, in accordance with its obligations to such other agencies. The foregoing will not be deemed to release CPI from claims solely to enforce this Consent Order, including, but not limited to, the provisions of paragraphs 4, 5, 6 and 7, above.

9. Nothing in this Consent Order is intended to or shall affect the rights and responsibilities of CPI with respect to any claim against it filed by any third party with any regulatory or law enforcement agency other than this Department.

9. CPI consents to the enforcement of this Consent Order as necessary to the full extent permitted by law.

10. The persons named below are authorized to execute this Consent Order and legally bind their respective parties.

11. It is understood and agreed that this Consent Order is and shall be treated as a government record under the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

CONSENTED TO AS TO FORM AND CONTENT:

**RICHARD J. BADOLATO, COMMISSIONER
NEW JERSEY DEPARTMENT OF BANKING AND INSURANCE**

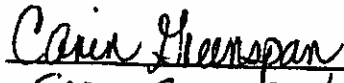
By:



Thomas M. Hunt
Assistant Division Director
Office of Consumer Finance

CENTURY PAWNBROKER, INC.

By:



Name: CARIN GREENSPAN

Title: SECRETARY

Date:

12/27/16