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2  
3 **STATE OF OREGON**  
4 **DEPARTMENT OF CONSUMER AND BUSINESS SERVICES**  
5 **DIVISION OF FINANCE AND CORPORATE SECURITIES**

6  
7 **BEFORE THE DIRECTOR OF THE DEPARTMENT**  
8 **OF CONSUMER AND BUSINESS SERVICES**

9 **In the Matter of:**

**PB-08-0012**

10 **B & E CONSIGNMENTS INC. DBA**  
11 **YOUR PLACE ON FRANKLIN, DEBRA**  
12 **MAXINE EISELE AKA DEBRA**  
13 **MAXINE BARKLEY, LANCE REID**  
14 **BARKLEY DBA BARKLEY'S**  
15 **INTERNATIONAL,**

**ORDER TO CEASE AND DESIST,**  
**ASSESSING CIVIL PENALTIES,**  
**FEEES FOR EXTRA SERVICE,**  
**AND**  
**CONSENT TO ENTRY OF**  
**ORDER**

16 **Respondents.**

17 **WHEREAS** the Director of the Department of Consumer and Business Services  
18 (hereinafter, "the Director") conducted an investigation of B & E Consignments Inc. dba Your  
19 Place on Franklin, Debra Maxine Eisele aka Debra Maxine Barkley, Lance Reid Barkley dba  
20 Barkley's International (hereinafter "Respondents") and determined that Respondents engaged in  
21 activities constituting violations of the Pawnbrokers Act, ORS 726.010 *et. seq.* of the Oregon  
22 Revised Statutes (hereinafter cited as "the Pawnbrokers Act"); and

23 **WHEREAS** Respondents wish to resolve and settle this matter with the Director;

24 **NOW THEREFORE**, as evidenced by the authorized signature subscribed on this order,  
25 Respondents hereby **CONSENT** to entry of this order upon the Director's Findings of Fact and  
26 Conclusions of law as stated hereinafter:

**FINDINGS OF FACT**

The Director **FINDS** that:

///



Division of Finance and Corporate Securities  
Labor and Industries Building  
350 Winter Street NE, Suite 410  
Salem, OR 97301-3881  
Telephone: (503) 378-4387



**A. Parties**

1  
2 1. Your Place on Franklin (hereinafter "Your Place"), 3796 Franklin Boulevard, Eugene,  
3 Oregon 97403, is an active assumed business name of B & E Consignments, Inc., first registered  
4 with the Oregon Corporation Division on October 1, 1996, registration no. 535494-82. Debra  
5 Eisele is listed as the authorized representative.

6 2. B & E Consignments, Inc. (hereinafter "B & E"), 3796 Franklin Boulevard, Eugene,  
7 Oregon 97403, is a domestic business corporation first registered with the Oregon Corporation  
8 Division, August 23, 1991, registration No. 260643-86. The president of B & E is listed as  
9 Leland J. Barkley. The Secretary of B & E is listed as Debra Maxine Barkley. From at least May  
10 4, 2000, through November 7, 2008, B & E possessed a federal firearms license issued by the  
11 Bureau of Alcohol, Tobacco, Firearms and Explosives (hereinafter "ATF"). On November 7,  
12 2008, B & E voluntarily surrendered their federal firearms license to the ATF.

13 3. Barkley's International (hereinafter "Barkley's"), 3790 Franklin Boulevard, Eugene,  
14 Oregon 97403, is an active assumed business name of Lance R. Barkley, first registered with the  
15 Oregon Corporation Division, on July 31, 2008, registration no. 537717-97. Barkley's was  
16 formerly the assumed business name for Fast Cash International, Inc., which was first registered  
17 on October 24, 1997, registration no. 601160-85. Debi L. Russell was listed as the authorized  
18 representative. On November 8, 2001, Barkley's failed to renew their registration with the  
19 Oregon Corporation Division. Lance Barkley used the assumed business name between  
20 November 8, 2001 and July 31, 2008, without Debi Russell's or Fast Cash International, Inc.'s  
21 knowledge or permission.

22 4. Fast Cash International, Inc. (hereinafter "Fast Cash"), 6206 Springhill Drive, Albany,  
23 Oregon 97321, is an active domestic business corporation first registered with the Oregon  
24 Corporation Division on June 16, 1995, registration no. 463953-80. Debi L. Russell is listed as  
25 both the president and secretary.  
26



1       5. Debra Maxine Barkley AKA Debra Maxine Eisele (hereinafter "Debra Barkley") lists  
2 her address as 3796 Franklin Boulevard, Eugene, Oregon 97403 or 3641 Kendra, Eugene, Oregon  
3 97404, depending on which business registration information is referenced. Debra Barkley listed  
4 herself as the owner of Your Place and B & E on her application for a federal firearms license  
5 with the ATF.

6       6. Lance Reid Barkley (hereinafter "Lance Barkley") dba Barkley's International, lists his  
7 address as 3790 Franklin Boulevard, Eugene, Oregon 97403.

### 8                   B. Background

9       7. On May 4, 2000, the Oregon Division of Finance and Corporate Securities (hereinafter  
10 "DFCS") a Division of the Oregon Department of Consumer and Business Services (hereinafter  
11 "DCBS") contacted Your Place concerning a potential violation of the Pawnbrokers Act,  
12 specifically, ORS 726.040 which prohibits advertising as a pawnbroker without a license. At the  
13 time Your Place was advertising under the pawnbrokers section in the yellow pages.

14       8. On May 17, 2000, Debra Barkley of Your Place responded by letter indicating that she  
15 would not comply with ORS 726.040 and Your Place would continue to advertise as a  
16 pawnbroker in the yellow pages without obtaining a license.

17       9. On May 30, 2000, DFCS sent a letter explaining that Your Place could be sanctioned  
18 under the Pawnbrokers Act if they continued to advertise as a pawnbroker without obtaining a  
19 license.

20       10. Your Place has never obtained a pawnbroker's license from DFCS.

21       11. On October 27, 2006, DFCS sent a letter to several businesses suspected of operating as  
22 unlicensed pawnbrokers, including Your Place. The letter stated in part, that if a business was not  
23 a licensed pawnbroker they could not advertise under the pawnbrokers section of the yellow  
24 pages or on the internet. The letter further explained that Oregon law defines a "pawnbroker" as  
25 any person or business that loans money at an interest rate greater than 10% per year on the  
26 deposit or pledge of personal property. Finally, the letter explained that DFCS was providing a



1 30-day period to allow businesses to become licensed as pawnbrokers or otherwise comply with  
2 the Pawnbrokers Act.

3 12. On November 6, 2006, Debra Barkley sent a letter to DFCS acknowledging receipt of  
4 the October 27, 2006, letter and indicating that Your Place would "refrain from advertising in the  
5 next Yellow Page book (to be published in May 2007)."

6 13. In February 2007, DFCS held a public information meeting for buy/sell businesses in  
7 Albany, Oregon. The purpose of this meeting was to inform businesses of changes to the  
8 Pawnbrokers Act and to explain how businesses could become compliant with the Pawnbrokers  
9 Act. Lance Barkley attended this meeting.

10 14. In June and July of 2007, DFCS examiners visited suspected pawnbrokers to determine  
11 if they were in compliance with the Pawnbrokers Act. DFCS examiners visited at least nine  
12 suspected pawnbrokers. Only one suspected pawnbroker refused to allow an examination, Your  
13 Place.

#### 14 C. DFCS Examination Attempts

15 15. On July 5, 2007, DFCS examiners Bill Hansen (hereinafter, "Hansen") and Lonnie  
16 Bates (hereinafter "Bates"), having reason to believe that Your Place was operating as a  
17 pawnbroker, attempted to conduct an examination. Lance Barkley, acting as the representative of  
18 Your Place, refused to allow an examination of any kind. This was the first attempt by DFCS to  
19 inspect the business records of Your Place.

20 16. On July 5, 2007, DFCS Chief Investigator, Hansen, served Lance Barkley with a  
21 subpoena for Your Place's business records. The subpoena was directed to "Your Place on  
22 Franklin, B & E Consignment, and Debra Eisele." The subpoena clearly stated the authority  
23 relied upon, ORS 726.255. The subpoena requested the production of "buy sell tickets and/or  
24 records" to be provided by July 10, 2007. Lance Barkley acknowledged receipt of the subpoena  
25 by stating that he was not going to comply with the subpoena. This was the second attempt by  
26 DFCS to inspect the records of Your Place.



1 17. On July 9, 2007, DFCS received a letter dated July 6, 2007, signed by Debra Barkley.  
2 The letter was on letterhead for Your Place. The return address and signatory line referenced B &  
3 E. In the letter, Debra Barkley admitted that Lance Barkley was her employee and that she had  
4 received the subpoena served on July 5, 2007.

5 18. Your Place, B & E, and Debra Barkley did not comply with the subpoena served by  
6 Hansen on July 5, 2007.

7 19. On September 25, 2007, DFCS Chief of Enforcement, Kevin Anselm, sent a letter to  
8 Debra Barkley. The letter acknowledged Debra Barkley's refusal to comply with the July 5,  
9 2007, subpoena. The letter further explained that DFCS was authorized under ORS 726.250 to  
10 inspect business records when there is reason to believe that the business is operating as a  
11 pawnbroker. The letter informed Debra Barkley that DFCS examiners would provide Your Place  
12 an opportunity to allow an examination of their buy sell records on October 11, 2007.

13 20. On October 11, 2007, DFCS examiners Hansen and Bates attempted to examine the  
14 records of Your Place. Lance Barkley, acting as the representative of Your Place, refused to  
15 allow an inspection. This was the third attempt by DFCS to examine the records of Your Place.

16 21. On May 29, 2008, DFCS examiners Hansen and Ruth Johnson, entered Your Place  
17 along with a Eugene Police Detective and a Lane County Sheriff's Deputy. Lance and Debra  
18 Barkley were present. The Eugene Police Detective informed Lance Barkley that he wanted to  
19 conduct an inspection pursuant to Lane County Code 3.630. Lance Barkley refused to allow an  
20 inspection. This was the fourth attempt by DFCS to examine the records of Your Place.

#### 21 **D. Complaints and Investigation**

##### 22 **a. P.R.**

23 22. On December 12, 2007, DFCS investigators interviewed P.R. who complained that Your  
24 Place was operating as a pawnbroker without a license. P.R. explained that she had received a  
25 \$35 loan in exchange for pledging a guitar. She indicated that she always intended to redeem the  
26



1 guitar. Her agreement with Your Place required that she make a \$10 renewal payment on or  
2 about the 9th of every month to prevent her guitar from being sold.

3 23. P.R. explained that she made the \$10 renewal payment every month until August 9,  
4 2007, when she missed the payment due to being out of town. When she contacted Your Place on  
5 August 20, 2007, her guitar had been sold.

6 24. P.R. provided DFCS with her most recent renewal receipt dated July 9, 2007. The  
7 receipt contains the name "YOUR PLACE" in large font (hereinafter "Your Place Receipt"). The  
8 receipt shows a "total due" amount of \$45 with a "cash price" of \$35 and a "layaway fee" of \$10.  
9 The "cash price" represents the loan amount P.R. received when she first provided Your Place  
10 with her guitar. The \$10 layaway fee represents the monthly interest P.R. was required to pay.  
11 This fee must be paid every month in order to prevent the property from being sold to a third  
12 party. The total price of \$45 represents the aggregate of the cash price and layaway fee. This is  
13 the price that must be paid to Your Place in order to have the property returned. This price  
14 remains fixed regardless of the number of times an individual pays the layaway fee. This  
15 agreement amounts to a monthly interest charge of over 28% or an annual interest rate of over  
16 342%.

17 **b. T.B. & J.B.**

18 25. On May 22, 2008, DFCS received a complaint from T.B. regarding Your Place. T.B.  
19 explained that she had three loans with Your Place. T.B. indicated that her brother, J.B., also had  
20 three loans with Your Place. T.B. provided Your Place Receipts evidencing the terms of each  
21 loan. The receipts matched the receipt provided by P.R., the only difference being the specific  
22 terms e.g. the item pawned, total due, cash price, layaway fee etc.

23 26. T.B.'s first loan was made on May 8, 2008. T.B. received a \$135 loan from Your Place  
24 in exchange for 2 boxes of DVD movies. The layaway fee or interest rate charged for this loan  
25 was \$30 per month. This amounts to a monthly interest rate of over 22% or an annual rate of over  
26 266%.



1 27. T.B.'s second loan was made on May 10, 2008. T.B. received a \$120 loan from Your  
2 Place in exchange for 1 box of DVD movies. The layaway fee or interest rate charged for this  
3 loan was \$25 per month. This amounts to a monthly interest rate of over 20% or an annual rate of  
4 250%.

5 28. T.B.'s third loan was made on May 19, 2008. T.B. received a \$130 loan from Your  
6 Place in exchange for 64 DVD movies. The layaway fee or interest rate charged for this loan was  
7 \$30 per month. This amounts to a monthly interest rate of over 23% or an annual rate of over  
8 276%.

9 29. J.B.'s first loan was made on May 8, 2008. J.B. received a \$75 loan from Your Place in  
10 exchange for 1 box of DVD's. The layaway fee or interest rate charged for this loan was \$20 per  
11 month. This amounts to a monthly interest rate of over 26% per month or an annual rate of 320%  
12 per year. J.B. provided Your Place with \$95 on or before June 9, 2008, and Your Place returned  
13 the box of DVD's to J.B.

14 30. J.B.'s second loan was made on May 10, 2008. J.B. received an \$84 loan from Your  
15 Place in exchange for 56 DVD's. The layaway fee or interest rate charged for this loan was \$20  
16 per month. This amounts to a monthly interest rate of over 23% per month or an annual rate of  
17 over 285% per year.

18 31. J.B.'s third loan was made on May 16, 2008. J.B. received a \$100 loan from Your Place  
19 in exchange for one box of DVD movies. The layaway fee or interest rate charged for this loan  
20 was \$25 per month. This amounts to a monthly interest rate of 25% per month or an annual rate  
21 of over 300% per year.

22 c. M.L.

23 32. On May 23, 2008, DFCS investigators, with the assistance of the Eugene Police  
24 Department conducted an undercover operation with regard to Your Place. M.L., an undercover  
25 volunteer, entered Your Place with the intent of pawning 6 video games.  
26



1 33. M.L. told a male employee at Your Place that the video games were not her property but  
2 were owned by her grandson. Your Place loaned M.L. \$45 in exchange for the 6 video games.  
3 M.L. was provided a Your Place Receipt. The form of this receipt matches the receipts provided  
4 to each of the individuals described above. The Your Place employee explained to M.L. that she  
5 could redeem her property within 30 days at a cost of \$55. This amount was shown on the receipt  
6 as the "total due." The employee further explained that M.L. could pay the "layaway fee" of \$10  
7 and extend the loan period for another 30 days. The terms of this agreement match the terms of  
8 P.R., T.B., and J.B.'s agreements described above.

9 34. On May 29, 2008, at 2:13 p.m. M.L. returned to Your Place with \$55 and the intent of  
10 reclaiming the 6 video games. M.L. did not provide her original Your Place Receipt but did  
11 provide her name and driver's license. An employee of Your Place located the 6 video games and  
12 returned them to M.L. in exchange for \$55. M.L. paid \$10 for a loan of \$45 over a period of 6  
13 days. This amounts to an annual rate of interest of over 1,333%. A Eugene Police Detective  
14 subsequently obtained a carbon copy of the Your Place Receipt from Your Place. This receipt  
15 was identical to the ticket provided to Oregon customer 4 except the word "paid" was written  
16 across the front of the ticket.

#### 17 E. Violations of Lane County Code

18 35. On May 29, 2008, at 2:30 p.m. a Lane County Sheriff's Deputy and a Eugene Police  
19 Detective entered Your Place. Debra Barkley, Leonard Barkley, and Lance Barkley were all  
20 present.

21 36. Debra Barkley acknowledged that Your Place had not held M.L.'s property for seven  
22 days as required by Lane County Code 3.625. The Lane County Sheriff's Deputy issued a  
23 citation for this violation.

24 37. The Eugene Police Detective requested permission of Lance Barkley to conduct an  
25 inspection of Your Place as allowed by Lane County Code 3.630 and ORS 726.280. Lance  
26

1 Barkley refused to allow an inspection. The Lane County Sheriff's Deputy issued a citation for  
2 this violation.

3 38. On May 30, 2008, a Eugene Police Detective and a Lane County Sheriff's Deputy  
4 returned to Your Place asked Lance and Debra Barkley if they could inspect Your Place per Lane  
5 County Code 3.630. Lance and Debra Barkley refused to allow an inspection. No citation was  
6 issued for this violation.

7 39. On August 25, 2008, Debra Barkley appeared as the representative of Your Place and  
8 was found guilty of violating Lane County Code 3.625 and 3.630.

#### 9 **F. Investigation of 260 Barkley's Receipts**

10 40. Lane County Code 3.600 *et. seq.* requires used merchandise dealers to file a report with  
11 the Lane County Sheriff. These reports are required to contain a description of the property  
12 obtained, and identification of the person from whom the property was obtained. In an attempt to  
13 comply with these reporting requirements, Your Place provides property receipts to the Lane  
14 County Sheriff.

15 41. On June 10, 2008, DFCS investigators retrieved all of the receipts that Your Place had  
16 provided to the Lane County Sheriff for the preceding seven-week period. These receipts were  
17 dated from April 17, 2008 through June 9, 2008. After reviewing all of the receipts, DFCS  
18 investigators were able to identify at least 260 receipts believed to represent loans on the pledge  
19 of personal property. Your Place marked these receipts as "consignments." The remaining  
20 receipts are believed to represent actual purchases of property; these receipts were not reviewed  
21 further.

22 42. The receipts retrieved from the Sheriff's Office are different than the Your Place  
23 Receipts provided to each individual in the transactions described above. The receipts provided  
24 to the Sheriff's Office by Your Place contain the name "BARKLEY'S INTERNATIONAL"  
25 (hereinafter, "Barkley's Receipt") not Your Place. The Barkley's Receipts and Your Place  
26 Receipts both show the address, 3796 Franklin Boulevard, Eugene, Oregon 97403.



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1 43. The 260 Barkley's Receipts included J.B.'s second and third loans described above. The  
2 receipts also contained M.L.'s loan. The Barkley's Receipts did not include any of the other loans  
3 described above.

4 44. By comparing the Barkley's Receipts provided to the Sheriff's Office with the Your  
5 Place Receipts provided to the individuals described above, some important differences become  
6 apparent. First, the Barkley's Receipts do not reflect the "layaway fee" or interest charged for the  
7 loan. The Barkley's Receipts also omit the "Total Due" field that is contained on the Your Place  
8 Receipts. By omitting these fields, Your Place conceals the interest rate charged for the loans.

9 45. Out of the 260 Barkley's Receipts DFCS investigators contacted eight individuals listed  
10 on the Barkley's Receipts. Seven of the eight individuals were able to recall the specific terms of  
11 their loan. The details pertaining to each loan are described below.

12 a. K.L.

13 46. On June 2, 2008, K.L. received a \$70 loan from Your Place in exchange for assorted  
14 jewelry. The layaway or interest fee for this loan was \$20 per month. This amounts to an interest  
15 rate of over 28% per month or over 342% per year.

16 b. R.B.

17 47. On May 28, 2008, R.B. received a \$25 loan from Your Place in exchange for a ring.  
18 The layaway or interest fee for this loan was \$10 per month. R.B. retrieved her ring from Your  
19 Place in exchange for \$35. This amounts to an interest rate of over 40% per month or 480% per  
20 year.

21 c. J.S.

22 48. On May 22, 2008, J.S. received a \$20 loan from Your Place in exchange for a digital  
23 camera. The layaway or interest fee for this loan was \$5 per month. This amounts to an interest  
24 rate of 25% per month or 300% per year.

25 d. J.L.G.

26



1 49. On May 21, 2008, J.L.G. received a \$35 loan from Your Place in exchange for several  
2 video games. The layaway or interest fee for this loan was \$5 per month. On or before June 21,  
3 2008, J.L.G. retrieved her video games from Your Place in exchange for \$40. This amounts to an  
4 interest rate of over 14% per month or over 171% per year.

5 e. K.A.

6 50. On or before May 19, 2008, K.A. received a \$75 loan from Your Place in exchange for  
7 several DVDs. The layaway or interest fee for this loan was \$20 per month. K.A. has paid the  
8 \$20 renewal fee at least once in order to prevent Your Place from selling her DVDs. This  
9 amounts to an interest rate of over 26% per month or 320% per year.

10 f. D.B.

11 51. On June 5, 2008, D.B. received a \$25 loan from Your Place in exchange for a peace  
12 pipe. The layaway or interest fee for this loan was \$10 per month. This amounts to an interest  
13 rate of over 40% per month or 480% per year.

14 g. S.R.

15 52. On June 2, 2008, S.R. received a \$60 loan from Your Place in exchange for a firearm.  
16 The layaway or interest fee for this loan was \$15 per month. On June 30, 2008, S.R. paid the \$15  
17 renewal fee to prevent Your Place from selling his firearm. His new renewal date is now July 30,  
18 2008. The interest rate on S.R.'s loan is at least 25% per month or 300% per year.

19 **G. Evidence of Additional Violations**

20 53. In reviewing the 260 Barkley's Receipts, DFCS investigators found three instances  
21 where Your Place provided the Sheriff's office with Your Place Receipts either in addition to or  
22 in place of the Barkley's Receipt. These Your Place Receipts match the Your Place Receipts  
23 described above except for the specifics, e.g. the item pawned, total due, cash price, layaway fee,  
24 etc. The terms of each receipt, representing a loan, are described below.

25 a. F.A.

1 54. On May 7, 2008, F.A. received a \$110 loan from Your Place in exchange for a Savage  
2 308 rifle. The layaway or interest fee for this loan was \$25 per month. This amounts to an  
3 interest rate of over 22% per month or 272% per year.

4 ///

5 ///

6 **b. J.C.G.**

7 55. On May 27, 2008, J.C.G. received a \$15 loan from Your Place by pledging 10 DVD  
8 movies. The layaway or interest fee for this loan was \$5 per month. This amounts to an interest  
9 rate of over 33% per month or 400% per year.

10 **c. M.M.**

11 56. On May 30, 2008, M.M. received a \$150 loan from Your Place in exchange for a laptop  
12 computer. The layaway or interest fee for this loan was \$40 per month. This amounts to an  
13 interest rate of over 26% per month or 320% per year.

14 **H. Prohibited Advertisements**

15 57. On July 2, 2008, DFCS investigators contacted DEX Yellow Pages to determine if Your  
16 Place continued to advertise under the pawnbroker's section. A representative of DEX Yellow  
17 pages indicated that B & E dba Your Place had paid to advertise under the pawnbrokers section of  
18 the yellow pages since at least May 2004.

19 58. Your Place is currently advertising as a pawnbroker on DEX's Eugene Internet site, in  
20 the Eugene Yellow and White pages, and in the Florence Yellow pages. Your Place's contract  
21 automatically renewed at the end of June 2008 for another year of advertising under the  
22 pawnbrokers section of DEX. DEX has not received any request from Your Place to cancel or  
23 change their advertisements.

24 **I. Annual Reports and Record Keeping**

25 59. Your Place has never filed an annual report with DFCS.  
26



1 60. Your Place has not made registration records available to DFCS for at least the past two  
2 years.

3 61. Due to Your Place's refusal to allow inspections or file reports, DFCS is not able to  
4 determine whether Your Place has maintained a record of forfeited pledges as required by ORS  
5 726.410.

6 ///

### 7 J. Director's Time

8 62. As of July 15, 2008, DFCS employees have devoted at least 95 hours to investigating  
9 the business activities of Your Place.

### 10 CONCLUSIONS OF LAW

11 The Director **CONCLUDES** that:

12 1. Pawnbrokers are a pervasively regulated business and are therefore subject to  
13 warrantless inspections under both the United States and Oregon Constitutions. *United States v.*  
14 *Biswell*, 406 U.S. 311 (1972); *State v. Westside Fish Co.*, 31 Or. App. 299 (1977); *State v.*  
15 *Saunders*, 103 Or. App. 488 (1990). The Pawnbrokers act also specifically allows warrantless  
16 inspections of any business believed to be operating as a pawnbroker. ORS 726.250.

17 2. Respondents are pawnbrokers as defined by ORS 726.010(2)(a) because they are  
18 persons, copartnerships, associations or corporations who loan money, at a higher rate of interest  
19 than 10 percent per annum on the deposit or pledge of personal property.

20 3. Respondents are pawnbrokers as defined by ORS 726.010(2)(b), because they are  
21 persons, copartnerships, associations, or corporations, that purchase personal property on the  
22 direct or implied condition of selling it back at a stipulated price that would amount to the  
23 payment of interest or consideration in excess of 10 percent per annum.

24 4. Respondents violated ORS 726.040 by acting as a pawnbroker in each of the eighteen  
25 transactions described herein without first procuring a license from the Director of DCBS.

26





1 5. Respondents violated ORS 726.040 by advertising under the pawnbrokers section in  
2 DEX yellow pages and on the Internet without first procuring a license from the Director of  
3 DCBS.

4 6. Respondents violated ORS 726.390 by charging an excessive interest rate in each of the  
5 eighteen transactions described herein.

6 7. Respondents violated ORS 726.400 by loaning money to pledges for a period of 30 days  
7 in each of the eighteen transactions described herein.

8 8. Respondents violated ORS 726.130 by failing to file an annual report on or before  
9 January 15, 2007, and January 15, 2008.

10 9. Respondents violated ORS 726.280 by refusing to allow an inspection of registration  
11 records on at least four separate occasions described herein.

12 10. Respondents violated ORS 726.280 by not making registration records available to  
13 DCBS for at least the past two years.

14 11. Respondents violated ORS 726.285 by not providing copies of the Your Place Receipts,  
15 described herein, to local law enforcement within three days of the date of each transaction (at  
16 least 255) described herein.

17 12. Respondents violated ORS 726.300 by failing to include on a pawn ticket, in each of the  
18 eighteen transactions described herein, the rate of the interest charged on the loan and a summary  
19 of the notice requirements of ORS 726.400(2).

20 13. Respondents violated ORS 726.410 by failing to maintain an indelible record of  
21 forfeited pledges.

22 14. Pursuant to ORS 726.125 and OAR 441-740-0010, Respondents have caused the  
23 Director's employees to devote extra attention to Respondents business activities. The actual cost  
24 thereof is determined to be at least \$5,700 (95 hours x \$60 per hour).

25 **ORDER**



1           1. The Director, pursuant to the authority of the Pawnbrokers Act, including but not limited  
2 to ORS 726.440 and 726.910, hereby **ORDERS** Respondents to **CEASE AND DESIST** from  
3 conducting business as a pawnbroker in the state of Oregon in violation of the Pawnbrokers Act,  
4 ORS 726.010 *et seq.*, and accompanying administrative rules.

5           2. Respondents are ordered to pay the sum of **\$5,700**, as a fee for extra service as provided  
6 for under ORS 726.125 and OAR 441-740-0010. The liability for this fee is shared jointly and  
7 severally among Respondents. This fee is immediately due and owing upon entry of this Order.

8           3. Respondents are ordered to pay jointly and severally a **CIVIL PENALTY** of **\$20,000**  
9 calculated as follows: a **\$9,000** **CIVIL PENALTY** at \$500 per violation for 18 transactions in  
10 violation of ORS 726.040; a **\$500** **CIVIL PENALTY** for one violation of advertising as a  
11 pawnbroker in violation of ORS 726.040; a **\$1,500** **CIVIL PENALTY** at \$500 per violation for  
12 refusing to make records available to DFCS staff in violation of ORS 726.280; and a **\$9,000**  
13 **CIVIL PENALTY** calculated at **\$500** per violation for 18 transactions in violation of ORS  
14 726.300.

15           4. The entire **\$20,000** **CIVIL PENALTY** is hereby suspended in full, for five years from  
16 the date of this Order, so long as each and every Respondent complies with the Pawnbrokers Act  
17 and all terms and conditions of this Order. In the event that the Director believes that a  
18 Respondent or Respondents is or are in violation of the Pawnbrokers Act and/or any term or  
19 condition of this Order, the Director may issue a proposed Notice Order directing that the  
20 Respondents, jointly and severally, pay the **\$20,000** **CIVIL PENALTY**. In the event that the  
21 Respondent or Respondents disagree with the proposed order, the Respondent or Respondents  
22 shall have the right to a hearing on the proposed order. The hearing will be conducted pursuant to  
23 ORS 183.310 through 183.550.

24           5. Respondents hereby agree to cease and desist from acting as a pawnbroker without a  
25 license as defined by the Oregon Pawnbrokers Act, ORS 726.010 *et seq.* This prohibition exists  
26

Division of Finance and Corporate Securities  
Labor and Industries Building  
350 Winter Street NE, Suite 410  
Salem, OR 97301-3881  
Telephone: (503) 378-4387



1 unless and until Respondents are licensed by DFCS as pawnbrokers, but in no case shall this  
2 prohibition last for less than twelve months from the date of entry of this Order.

3 6. Respondents hereby agree to allow inspections of their premises and business records as  
4 provided for by the Pawnbrokers Act and any other applicable law. The cost of any and all  
5 inspections shall be born by Respondents as provided for by the Pawnbrokers Act. Respondents  
6 specifically agree to allow inspections within the next year to ensure that they are in full  
7 compliance with this Order. Failure to allow an inspection or to pay for an inspection in full shall  
8 be a violation of the terms of this Order.

9 7. If Respondents comply with all laws and the terms of this Order and all other  
10 requirements for licensure under the Pawnbrokers Act, DFCS agrees to issue a pawnbrokers  
11 license to Respondents. Said license shall not issue for at least one year from the date of this  
12 Order.

13 The entry of this Order in no way limits further remedies which may be available to the  
14 Director under the Oregon Law.

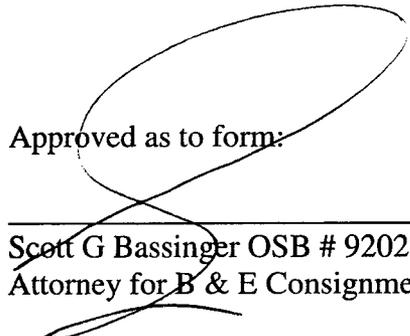
15 Dated this 24<sup>th</sup> day of NOVEMBER, 2008, at Salem, Oregon.

17 CORY STREISINGER, Director  
18 Department of Consumer and Business Services

19 

20 David Tatman, Administrator  
21 Division of Finance and Corporate Securities

22 Approved as to form:

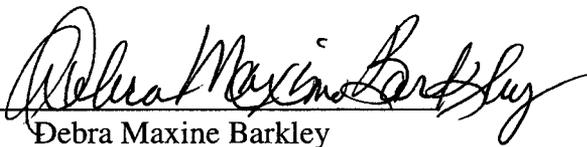
23   
24 Scott G Bassinger OSB # 920285  
25 Attorney for B & E Consignments Inc.  
26

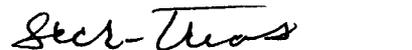
1 **CORPORATE CONSENT TO ENTRY OF ORDER**  
2 **(For B & E Consignments Inc. dba Your Place on Franklin)**

3 I, Debra Maxine Barkley, state that I am or was at all relevant times herein an officer of B  
4 & E Consignments Inc. dba Your Place on Franklin ("YOUR PLACE"); that I am authorized to  
5 act on its behalf; that I have read the foregoing Order and that I know and fully understand the  
6 contents hereof; that YOUR PLACE and I have been advised of the right to a hearing; that YOUR  
7 PLACE has been represented by counsel in this matter; that YOUR PLACE, voluntarily and  
8 without any force or duress, consents to the entry of this Order, expressly waiving any right to a  
9 hearing or appeal in this matter; that YOUR PLACE is free to dispute the same or similar  
10 allegations in other proceedings not involving the Director, and that the Findings of Fact and  
11 Conclusions of Law shall have no preclusive, presumptive, *res judicata*, or equitable estoppel  
12 affect in any proceeding not involving the Director; that I understand that the Director reserves  
13 the right to take further actions to enforce this Order or to take appropriate action upon discovery  
14 of other violations of the Oregon Pawnbrokers Act; and that YOUR PLACE will fully comply  
15 with the terms and conditions stated herein.

16 Respondents further understand that this Consent Order is a public document.

17 Dated this 13<sup>th</sup> day of NOVEMBER, 2008.

18  
19  
20 By:   
Debra Maxine Barkley

21  
22   
(Office Held)

23 **CORPORATE ACKNOWLEDGMENT**

24 There appeared before me this 13<sup>th</sup> day of November 2008, Debra Maxine Barkley,  
25 who was first duly sworn on oath, and stated that she was and is an officer of B & E  
26 Consignments Inc. dba Your Place on Franklin and that she is authorized and empowered to sign



1 this Consent to Entry of Order on behalf of B & E Consignments Inc. dba Your Place on  
2 Franklin, and to bind B & E Consignments Inc. dba Your Place on Franklin to the terms hereof.



3  
4 Kelly L. Roberts  
(Printed Name of Notary Public) Kelly L. Roberts  
5 Notary Public  
6 For the State of: Oregon  
7 My commission expires: 3-4-2010

8 **CONSENT TO ENTRY OF ORDER**  
(for Debra Maxine Barkley individually)

9 I Debra Maxine Barkley, formerly Debra Maxine Eisele, state that I have read the  
10 foregoing Order and fully understand the contents thereof; that I have been advised of my right to  
11 a hearing and of my right to be represented by counsel at any such hearing; that I, voluntarily, and  
12 without any force or duress, consent to the entry of this Order, expressly waiving any right to a  
13 hearing or appeal in this matter; that I am free to dispute the same or similar allegations in other  
14 proceedings not involving the Director, and that the Findings of Fact and Conclusions of Law  
15 shall have no preclusive, presumptive, *res judicata*, or equitable estoppel affect in any proceeding  
16 not involving the Director; that I understand that the Director reserves the right to take further  
17 actions to enforce this Order or to take appropriate action upon discovery of other violations of  
18 the Oregon Pawnbrokers Act; and that I will fully comply with the terms and conditions stated  
19 herein.

20 I understand that this Consent Order is a public document.

21 Dated this 13<sup>th</sup> day of November, 2008.

22 Debra Maxine Barkley  
23 Debra Maxine Barkley

24 SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of November, 2008.

25 Kelly L. Roberts  
26 (Printed Name of Notary Public) Kelly L. Roberts

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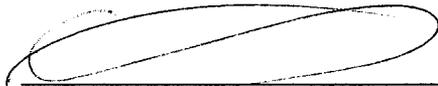
Notary Public  
for the State of: Oregon  
My commission expires: 3-4-2010  
*Kelly L Roberts*

**CONSENT TO ENTRY OF ORDER  
(for Lance Reid Barkley dba Barkley's International)**

I Lance Reid Barkley dba Barkley's International, state that I have read the foregoing Order and fully understand the contents thereof; that I have been advised of my right to a hearing and of my right to be represented by counsel at any such hearing; that I, voluntarily, and without any force or duress, consent to the entry of this Order, expressly waiving any right to a hearing or appeal in this matter; that I am free to dispute the same or similar allegations in other proceedings not involving the Director, and that the Findings of Fact and Conclusions of Law shall have no preclusive, presumptive, *res judicata*, or equitable estoppel affect in any proceeding not involving the Director; that I understand that the Director reserves the right to take further actions to enforce this Order or to take appropriate action upon discovery of other violations of the Oregon Pawnbrokers Act; and that I will fully comply with the terms and conditions stated herein.

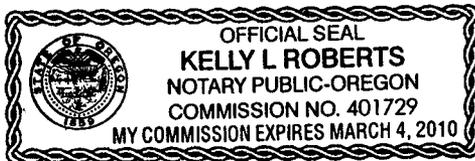
I understand that this Consent Order is a public document.

Dated this 13 day of NOVEMBER, 2008.

  
Lance Reid Barkley dba Barkley's International

SUBSCRIBED AND SWORN to before me this 13<sup>th</sup> day of November, 2008.

*Kelly L Roberts*  
(Printed Name of Notary Public) Kelly L. Roberts  
Notary Public  
for the State of: Oregon  
My commission expires: 3-4-2010



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