
From: Enten, D. Robert <denten@gfrlaw.com>
Sent: Wednesday, October 29, 2025 12:15 PM
To: CouncilMail
Cc: evan k. richards; Aaron Greenfield <agreenfield@mmhaonline.org> (agreenfield@mmhaonline.org); Lori Graf; Weintraub, Jason
Subject: Howard County Consumer Protection Bill
Attachments: CB67-2025-1.pdf

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You may recall that I testified on this bill before the Council at the hearing on October 20. I have had a zoom meeting with the Office of Consumer Protection. I discussed my concerns in detail. I have not gotten any feedback from them. It is my understanding that amendments must be submitted by tomorrow at 2pm. Below are amendments which address the issues which I believe are problematic. They are mostly regarding language which is vague and unprecedented under Maryland law. I would very much like to discuss these issues with you or your staff prior to Monday night's meeting. I and my clients would be happy to participate in a workgroup to try and resolve these concerns. I have alerted a number of other clients to this legislation and expect to hear back from them soon.

Thank you for your consideration.

AMENDMENTS

On page 1, line 25, strike the brackets around "primarily" and strike "NORMALLY.."

The term "primarily" is used throughout the Maryland Code when defining consumer provisions. If for some reason, and this is true with other terms in the bill, a court was required to make a ruling on the meaning, there is no precedent for the use of this term.

On page 2, strike beginning on line 5 with "OTHER PERSON ON THE SUPPLY SIDE" and continuing through "THE TRANSACTION" in line 6.

What does this mean? How will it be interpreted?

On page 2, line 7, strike "ANY AND ALL PARTS OF THE ECONOMIC OUTPUT."

What does this mean? Is term this used anywhere under Maryland law?

On page 6, line 24, strike "A LIKELIHOOD OF CONFUSION."

Is this an appropriate standard? How is this measured? Confusion by whom?

On page 8, line 5, strike the brackets around "when requested" and strike "UNLESS WAIVED" and "IN WRITING."

This new language would require there to be a written estimate for every type of service provided to a consumer unless waived in writing by the consumer, regardless of the amount or nature of the service.

On page 9, strike lines 13-15, line 21, 25, 26 and lines 29-3.

Licensing statutes have their own heavy penalties for engaging in a practice without a required license. This makes not having a license a violation of the Consumer law even though the consumer may not have been harmed in any way.

Do consumers or merchants know what an “implied warranty” is? Disputes under warranties occur all of the time. If a court determines a merchant did not comply with a warranty, it will award damages.

Merchants provide goods and services all of the time with someone else responsible for the delivery in today’s world. Amazon? Door Dash?

No one extends credit without a belief the obligation will be satisfied. Will the lender in every loan which goes into default be second guessed on its decision to make the loan? Suppose they made a poor judgement? Does that mean they should be subject to the penalties under this law?

On page 10, strike lines 3-5.

How is a merchant to judge the level of benefits an individual consumer receives from their goods or services? What does “substantial” mean?

On page 10, strike lines 6-9.

What does “gross” mean? How does the merchant determine who are “like buyers or lessees?” Merchants operate in competition with each other. Who is to judge this?

On page 10, strike lines 10-13.

Many loans require insurance. What is the problem here?

On page 10, strike lines 11-14.

How will this be judged? If a consumer buys something from a merchant and takes it to a cashier, how is the merchant to know that the consumer had such a disability? Is the merchant to make a judgement for each purchase of a good or service as to the competency of the consumer?

On page 10, strike line 25.

What does “passing off” mean?

On page 14, strike lines 9-16.

These provisions allow the recovery of the costs of investigation, restitution and damages even though there has been no finding of wrongdoing in any action.

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Introduced _____
Public Hearing _____
Council Action _____
Executive Action _____
Effective Date _____

County Council of Howard County, Maryland

2025 Legislative Session

Legislative Day No. 14

Bill No. 67 -2025

Introduced by: The Chairperson at the request of the County Executive

Short Title: Consumer Protection – updates and amendment

Title: AN ACT updating certain Consumer Protection provisions of the County Code; updating certain definitions; providing that the Office of Consumer Protection shall issue subpoenas instead of summons; clarifying provisions related to prohibited deceptive or unfair trade practices; adding practices that may be considered prohibited deceptive or unfair trade practices; clarifying certain legal processes; amending certain penalties; making certain grammatical and technical changes; and general relating to Consumer Protection provisions in the Howard County Code.

Introduced and read first time _____, 2025. Ordered posted and hearing scheduled.

By order _____
Michelle Harrod, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on _____, 2025.

By order _____
Michelle Harrod, Administrator

This Bill was read the third time on _____, 2025 and Passed ___, Passed with amendments ___, Failed ____.

By order _____
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this ___ day of _____, 2025 at ___ a.m./p.m.

By order _____
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive _____, 2025

Calvin Ball, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; ~~Strike-out~~ indicates material deleted by amendment; Underlining indicates material added by amendment.

Section 1. Be It Enacted by the County Council of Howard County, Maryland, that the Howard County Code is amended as follows:

By amending:

Title 17. Public Protection Services.

Section 17.400. Definitions.

Section 17.401. Office of Consumer Protection.

Section 17.402. Advisory Board on Consumer Protection

Section 17.403. Deceptive or unfair trade practice prohibited

Section 17.404. Exclusion.

Section 17.407. Filing of complaints by consumer.

Section 17.408. Procedures and enforcement .

Section 17.409. Restitution or compensatory damages.

Section 17.411. Costs.

Section 17.412. Penalties.

Title 17. Public Protection Services.

Subtitle 4. Consumer Protection.

Section 17.400. Definitions.

(a) *Person* means an individual proprietor, partnership, corporation, firm, cooperative, association, JOINT VENTURE, ESTATE, TRUST, BUSINESS TRUST, SYNDICATE, FIDUCIARY, AND ALL OTHER GROUPS OR COMBINATIONS or any other group of individuals, however organized.

(b) *Consumer* means a purchaser, lessee, recipient or prospective purchaser, lessee or recipient of goods, merchandise, services, debts, obligations or credit, including a co-obligor or surety which are ~~[[primarily]]~~ NORMALLY for personal, household, family or agricultural purposes. (c)

Services means, WORK, LABOR OR ANY OTHER ACTIVITY FURNISHED TO A CONSUMER INCLUDING BUT NOT LIMITED TO CONSUMER CREDIT, FRANCHISES, BUSINESS OPPORTUNITIES, CONSUMER SERVICES, BUILDING AND CONSTRUCTION SERVICES, ~~[[underwriting,]]~~ building repair and improvement services, professional services, the repair of automobiles, ~~[[television sets,]]~~

1 CONSUMER ELECTRONICS, and other similar services, and the repair or installation of plumbing,
2 heating, electrical or mechanical devices.

3 (d) *Merchant* means any person who offers or makes available to consumers, either directly or
4 indirectly, merchandise, goods, services or credit SUCH AS, BUT NOT LIMITED TO A
5 MANUFACTURER, SUPPLIER, SELLER, LESSOR, CREDITOR, **OR OTHER PERSON ON THE SUPPLY SIDE OF**
6 **THE TRANSACTION.**

7 (e) *Merchandise* means **ANY AND ALL PARTS OF THE ECONOMIC OUTPUT**, any objects, wares,
8 goods, commodities, intangibles or real estate.

9 (f) *Administrator* means the head of the Office of Consumer Protection.

10 (g) *Advisory Board on Consumer Protection*, hereinafter known as the "Board," shall consist of
11 seven members. Each appointment shall be for an overlapping ~~[[five]]~~THREE-year term, and each
12 appointee shall hold office until a successor is appointed and confirmed. A vacancy on the Board
13 shall be filled for the unexpired term of the departing member. All members of the Board shall
14 be designated by the County Executive, subject to confirmation by the County Council. The
15 members of the Board shall serve without compensation, but they may be reimbursed for all
16 expenses reasonably incurred in the performance of their duties as may be provided in the
17 budget.

18 (H) *OFFICE* MEANS THE HOWARD COUNTY OFFICE OF CONSUMER PROTECTION.

19 (I) **PURCHASE** MEANS TAKING BY SALE, DISCOUNT, NEGOTIATION, MORTGAGE, LIEN,
20 **EXCHANGE,**
GIFT OR LEASE.

21
22 **Section 17.401. Office of Consumer Protection.**

23 (a) *General Provisions.* General provisions applicable to this Office are set forth in subtitle 2,
24 "Administrative Departments and Offices," of title 6, "County Executive and the Executive
25 Branch," of the Howard County Code.

26 (b) *Head.* The Consumer Protection Administrator shall head the Office of Consumer
27 Protection. The Director of Community Resources and Services shall exercise administrative
28 supervision over the Office of Consumer Protection.

29 (c) *Qualifications of Consumer Protection Administrator.* The Consumer Protection
30 Administrator shall have thorough knowledge of methods and practices of protecting consumer
31 interest, including knowledge of County, State and Federal laws, and knowledge of the methods

1 and techniques of investigating complaints and charges of unlawful trade practices. The
2 Administrator shall have at least five years of experience in community service or related work,
3 including one year dealing with consumer protection or trade practices and at least one year of
4 managerial experience.

5 (d) *Duties and Responsibilities*. The Office shall have the following duties:

6 (1) To regulate solicitors and peddlers pursuant to subtitle 7, "Solicitors and Peddlers," of
7 title 14, "Inspections, Licenses, and Permits," of the Howard County Code.

8 (2) To receive, investigate and conciliate complaints and initiate its own investigation of
9 deceptive or unfair trade practices against consumers; to hold hearings, compel the
10 attendance of witnesses, administer oaths, take the testimony of any person under oath,
11 and, in connection therewith, require the production of any evidence relating to any
12 matter under investigation or in question by the Office.

13 (3) To issue [[summons]] SUBPOENAS to compel the attendance of witnesses and the
14 production of documents, papers, books, records and other evidence in any matter to
15 which this subtitle applies. Any such [[summons]] SUBPOENA shall be served by the
16 Sheriff or Deputy Sheriff of the political subdivision in which is located the residence of
17 the person or the main office of the firm, association, partnership or corporation against
18 whom or which the [[summons]]SUBPOENA is [[served]]ISSUED. In case of disobedience
19 to a [[summons]]SUBPOENA, the ADMINISTRATOR, REPRESENTED BY THE OFFICE OF LAW,
20 [[County, on behalf of the Office,]] may apply to a court of appropriate jurisdiction for an
21 order TO ENFORCE THE SUBPOENA [[requiring the attendance and testimony of witnesses
22 and/or the production of records or a document]]. After notice to the person
23 [[summoned]] SUBPOENAED as a witness or directed to produce records and documents,
24 and upon a finding that the attendance and testimony of the witness or the production of
25 the records and documents is relevant or necessary for the proceeding of the Office, the
26 court may issue an order requiring the attendance and testimony of the witness and the
27 production of records and documents. Any failure to obey such an order of the court may
28 be punished as contempt of court.

29 (4) To issue cease and desist orders with respect to consumer practices declared to be in
30 violation of this subtitle by the Office. If, upon all the evidence, the Administrator of the
31 Office finds that the respondent has engaged in a deceptive or unfair trade practice within

1 the scope of any provision of this subtitle, it shall so state its findings. The Office
2 thereupon shall issue and cause to be served upon the respondent an order requiring the
3 respondent to cease and desist from the deceptive or unfair trade practice and to take such
4 affirmative action as equity and justice may require to effectuate the purposes of this
5 subtitle.

6 (5) To refer to appropriate governmental or regulatory agencies, either public or private,
7 having jurisdiction over consumer protection matters, any information concerning an
8 apparent or potential violation of any consumer protection laws.

9 (6) To present the interests of consumers before administrative and regulatory agencies and
10 legislative bodies.

11 (7) To assist, advise and cooperate with other local, State and Federal agencies and officials
12 to protect and promote the interest of the County consumer public.

13 (8) To assist, develop and conduct programs of consumer education and information through
14 INDIVIDUALIZED COUNSELING, public hearings, meetings, publications or other material
15 prepared for distribution to the consumer public of the County.

16 (9) To undertake activities to encourage local business and industry to maintain high
17 standards of honesty, fair business practices and public responsibility in the production,
18 promotion and sale of merchandise, goods and services and the extension of credit.

19 (10) To exercise and perform such other functions or duties consistent with the purposes or
20 provisions of this subtitle which may be deemed necessary or appropriate to protect and
21 promote the welfare of County consumers.

22 (11) To render annual reports as to the number of complaints filed, the nature thereof and the
23 disposition thereof and the other relevant activities of the Office undertaken during the
24 previous year. THE OFFICE MAY INCLUDE THIS REPORT IN THE ADVISORY BOARD ON
25 CONSUMER PROTECTION'S ANNUAL REPORT ISSUED PER 17.402(F)(2).

26 (12) To make administrative [[rules and regulations]]RULES, REGULATIONS, STANDARDS,
27 POLICIES OR GUIDANCE as may be necessary to ensure the orderly operation of the Office
28 and to promulgate standards further defining the "unfair or deceptive trade practices" as
29 set forth in this subdivision. These rules and regulations [[and standards]]shall take effect
30 no earlier than 60 days after their adoption by the Office. Any RULE OR regulation

adopted hereunder shall be in accordance with the HOWARD COUNTY Administrative Procedure Act [title 2, subtitle 1 of this Code.]

(13) To administer subtitle 5, "New Home Contract of Sale," of title 17, "Public Protection Services," of the Howard County Code, according to the provisions of section 17.505, "Administration, Enforcement and Penalties," of subtitle 5 of THIS title [[17]] of the Howard County Code.

(14) To administer subtitle 10 "Landlord Tenant Relations" of THIS title [[17 "Public Protection Services"]] of the Howard County Code.

(15) TO ADMINISTER SUBTITLE 6 "TOWING FROM PRIVATE PROPERTY" OF THIS TITLE OF THE HOWARD COUNTY CODE.

(16) TO ADMINISTER SUBTITLE 5 "NEW HOME CONTRACT OF SALE" OF THIS TITLE AS PROVIDED IN SECTION 17.504 OF THIS CODE.

(17) TO ADMINISTER SUBTITLE 12 "LEASE EXTENSIONS- CONVERSION OF RENTAL HOUSING LICENSE TO A CONDOMINIUM REGIME" OF TITLE 13 AS PROVIDED IN SECTION 13.1202 AND SECTION 13.1204 OF THIS CODE.

[[(15) To adopt written regulations necessary to implement subtitle 10 "Landlord Tenant Relations" of title 17 "Public Protection Services" of the Howard County Code.]]

Section 17.402. Advisory Board on Consumer Protection.

(a) *General Provisions.* General provisions applicable to this Board are set forth in subtitle 3, "Boards and Commissions," of title 6, "County Executive and the Executive Branch," of the Howard County Code.

(b) *Number of Members.* There is an Advisory Board on Consumer Protection which shall consist of seven members.

(c) *Qualifications:*

(1) All members shall be residents of Howard County.

(2) The membership shall reflect a cross-section of the consumer and business interests.

(3) At least two members shall represent a consumer interest group.

(4) At least two members shall represent a business interest group.

(5) From the remaining members, at least one member shall represent an economically disadvantaged group.

1 (d) *Executive Secretary*. The Consumer Protection Administrator or the Administrator's
2 designee shall serve as Executive Secretary of the Board and shall attend all meetings of the
3 Board.

4 (e) *Meetings*. The Board shall meet on call by the [[Chairman]] CHAIRPERSON as frequently as
5 required to perform its duties.

6 (f) *Duties and Responsibilities*. The Board shall carry out all duties and responsibilities assigned
7 to it by law.

8 (1) The Board may annually review the programs of the Office of Consumer Protection and
9 make recommendations to the Administrator prior to the submitting of the annual budget.

10 (2) Subject to section 22.1000 of the County Code, the Board shall submit an annual report
11 to the County Executive and to the County Council.

12 (3) The Board may advise the Office in carrying out its duties.

13 (4) The Board may hold public hearings as deemed necessary, including hearings for the
14 purpose of forming recommendations on inclusion or exclusion of persons or
15 organizations from applications of the provisions of this subtitle.

16 (5) At the directive of the County Executive or by resolution of the County Council, the
17 Board shall review and make recommendations on any matter related to consumer
18 protection.

19
20 **Section 17.403. Deceptive or unfair trade practice prohibited.**

21 (a) It shall be unlawful for any merchant to engage in a deceptive or unfair trade practice with
22 respect to any consumer whether or not any consumer has, in fact, been misled, deceived or
23 damaged thereby. Deceptive or unfair trade practices include, ACTS OF OMISSION, ACTS OF
24 COMMISSION, AND CONDUCT CAUSING A LIKELIHOOD OF CONFUSION but are not limited to:

25 (1) Representations that merchandise, goods or services have sponsorship, approval,
26 accessories, characteristics, ingredients, uses, benefits, QUALITIES, or quantities that they
27 do not have.

28 (2) Representations that the merchant has a sponsorship, approval, status, BRAND, affiliation
29 or connection that [[he]]THE MERCHANT does not have.

30 (3) Representations that merchandise or goods are original or new, if they are deteriorated,
31 altered, reconditioned, reclaimed or secondhand.

- (4) Representations that merchandise, goods or services are of particular standard, quality, grade, style or model, if they are of another.
- (5) A misrepresentation as to a material fact which has a tendency to mislead.
- (6) The failure to state a material fact, if such failure deceives or tends to deceive.
- (7) Disparaging the merchandise, goods, services or business of another by false or misleading representations of material facts.
- (8) Advertising or offering merchandise, goods or services without intent, ABILITY OR AUTHORITY to sell them or sell them as advertised or offered.
- (9) Advertising or offering merchandise, goods or services with intent not to supply reasonably expected public demand, unless the advertisement or offer discloses a limitation of quantity or other qualifying conditions.
- (10) Making false or misleading representations of fact concerning: The reasons for, existence of or amounts of price reductions; or the price in comparison to price of competitors or [[ones]]ONE'S own price at a past or future time.
- (11) [[Knowingly falsely]]FALSELY stating that services, replacements or repairs are needed.
- (12) Falsely stating the reasons for offering or supplying merchandise, goods or services at sale or discount prices.
- (13) The harassment of any person[[,either by telephone, cards or letters,]] OR THE CONTACTING OF ANY PERSON'S EMPLOYER FOR DELINQUENT INDEBTEDNESS OR OTHER CONDUCT IN VIOLATION OF MARYLAND ANNOTATED CODE, COMMERCIAL LAW, § 14-202. NOTHING IN THIS SUBSECTION SHALL PREVENT THE USE OF LEGAL PROCESS IN THE COLLECTION OF DEBTS OR with regard to any act [[other than]]OF legal process.
- (14) Any deception, fraud, false pretense, false premise, misrepresentation or the knowing concealment, suppression or omission of any material fact with the intent that consumers rely upon such concealment, suppression or omission in connection with the sale or advertisement of any merchandise or goods or with the subsequent performance of services, whether or not any person has, in fact, been misled, deceived or damaged thereby.
- (15) Any false, falsely disparaging or misleading oral or written statement, visual description or other misrepresentation of any kind which has the capacity, tendency or effect of deceiving or misleading consumers and is made in connection with the sale, lease, rental,

1 loan or bailment of merchandise, goods or services, the offering for sale, lease, rental,
2 loan or bailment of merchandise, goods or services, the extension of consumer credit or
3 the collection of consumer debts.

4 (16) Failure to provide a written estimate of repairs, alterations, modifications or servicing
5 **[[when requested]]UNLESS WAIVED by a consumer IN WRITING** and then performing such
6 subsequent repair, alteration, modification or servicing of the item without providing the
7 estimate as requested.

8 (17) Making repairs, alterations, modifications or servicing exceeding by ten percent or more
9 the price quoted in a written estimate, without prior written or verbal approval of a
10 consumer.

11 (18) Failure to reassemble or restore an electrical or mechanical apparatus, appliance, chattel
12 or other goods or merchandise to its tendered condition, unless a service or labor charge
13 is paid, without notification of the service or labor charge prior to receiving the tendered
14 item.

15 (19) Failing to supply to a consumer a copy of a sales or service contract, lease, promissory
16 note, trust agreement or other evidence of indebtedness which that person may execute or
17 has, in fact, executed.

18 (20) Selling or leasing or providing merchandise, goods or services on a credit sale basis
19 with knowledge by the merchant, at the time of the transaction, that there was no
20 reasonable probability of payment in full of the obligation by the consumer.

21 (21) Selling, leasing or providing merchandise, goods or services with knowledge by a
22 merchant, at the time of the transaction, of the inability of the consumer to receive
23 substantial benefits from the merchandise, goods or services sold or leased.

24 (22) Selling, leasing or providing merchandise, goods or services where there exists a gross
25 disparity between the price of the merchandise, goods or services sold or leased and the
26 value of the merchandise, goods or services measured by the price at which similar
27 merchandise, goods or services are readily obtainable in transactions by like buyers or
28 lessees. Any insurance commission or rebate received by a merchant shall be considered
29 in determining the existence of a gross disparity.

30 (23) The fact that the merchant failed to disclose that he contracted for or received a
31 commission fee or rebate **[[for insurance]]** with respect to credit sales.

- 1 [[(24) The fact that the merchant has knowingly taken advantage of the inability of the
2 consumer to reasonably protect his interests by reason of physical or mental infirmities,
3 ignorance, illiteracy or inability to understand the language of the agreement.]]
- 4 ([[25]]24) Replacing parts or components in an electrical or mechanical apparatus,
5 appliance, chattel or other goods or merchandise when such parts or components are not
6 defective, unless this replacement is specifically requested by the consumer.
- 7 ([[26]]25) Falsely stating or representing that repairs, alterations, modifications or servicing
8 have been made when they have not been.
- 9 ([[27]]26) Insertion by a merchant, in a contract of sale or lease, of a clause or condition
10 which is so one sided as to be unconscionable under the circumstances existing at the
11 time of the making of the contract.
- 12 ([[28]]27) Failing to comply with Section 17.1201.
- 13 (28) PRACTICING, OR IN ANY WAY ENGAGING IN, ANY TRADE, OCCUPATION, OR PROFESSION
14 WITHOUT A LICENSE, REGISTRATION, CERTIFICATE, OR OTHER EVIDENCE OF TRAINING OR
15 EXPERIENCE WHEN REQUIRED BY LAW.
- 16 (29) CONDUCT WHICH VIOLATES SECTIONS 14-301.1 THROUGH 14-302 OF THE COMMERCIAL
17 LAW ARTICLE OF THE MARYLAND ANNOTATED CODE.
- 18 (30) ANY REPRESENTATION THAT AN AGREEMENT CONFERS OR LIMITS RIGHTS, REMEDIES, OR
19 OBLIGATIONS THAT THE AGREEMENT DOES NOT CONFER OR LIMIT, OR THAT ARE
20 PROHIBITED BY LAW.
- 21 (31) FAILURE OF ANY MERCHANT TO COMPLY WITH AN EXPRESS OR IMPLIED WARRANTY.
- 22 (32) IMPOSING OR DEMANDING A LABOR OR SERVICE CHARGE WITHOUT NOTIFYING THE
23 CONSUMER OF THE CHARGE BEFORE DISMANTLING, DISASSEMBLING OR OTHERWISE
24 ALTERING A CONSUMER GOOD.
- 25 (33) TAKING PAYMENT FOR GOODS OR SERVICES WITHOUT DELIVERING THE GOODS OR
26 PERFORMING THE SERVICES.
- 27 (34) **MAKING OR ENFORCING UNCONSCIONABLE CONTRACT TERMS. IN APPLYING THIS**
28 **SUBSECTION, THE FOLLOWING NON-INCLUSIVE FACTORS MAY BE CONSIDERED:**
- 29 (I) **KNOWLEDGE BY THE MERCHANT WHEN A CREDIT SALE OR LOAN IS CONSUMMATED**
30 **THAT THERE WAS NO REASONABLE PROBABILITY OF PAYMENT IN FULL OF THE**
31 **OBLIGATION BY THE CONSUMER;**

- 1
- 2
- 3 (II) KNOWLEDGE BY THE MERCHANT AT THE TIME OF THE SALE OR LEASE OF THE CONSUMER'S
- 4 INABILITY TO RECEIVE SUBSTANTIAL BENEFITS FROM THE CONSUMER GOOD OR SERVICE
- 5 SOLD OR LEASED;
- 6 (III) GROSS DISPARITY BETWEEN THE PRICE OF CONSUMER GOODS OR SERVICES SOLD OR
- 7 LEASED AND THE VALUE OF THE CONSUMER GOODS OR SERVICES MEASURED BY THE PRICE
- 8 AT WHICH SIMILAR CONSUMER GOODS OR SERVICES ARE READILY OBTAINABLE BY LIKE
- 9 BUYERS OR LESSEES;
- 10 (IV) THE FACT THAT THE MERCHANT CONTRACTED FOR OR RECEIVED SEPARATE CHARGES FOR
- 11 INSURANCE WITH RESPECT TO CREDIT SALES WITH THE EFFECT OF MAKING THE SALES,
- 12 CONSIDERED AS A WHOLE, UNCONSCIONABLE; OR
- 13
- 14 (V) THE FACT THAT THE MERCHANT HAS KNOWINGLY TAKEN ADVANTAGE OF THE INABILITY OF
- 15 A CONSUMER REASONABLY TO PROTECT HIS OR HER INTERESTS BECAUSE OF PHYSICAL OR
- 16 (35) COLLECTING, OR ATTEMPTING TO COLLECT, ON INDEBTEDNESS WITHOUT ADEQUATE
- 17 MENTAL INFIRMITIES, IGNORANCE, ILLITERACY, INABILITY TO UNDERSTAND THE LANGUAGE
- 18 DOCUMENTATION SUBSTANTIATING THE FACT, OR AMOUNT, OF THE UNDERLYING DEBT
- 19 OF THE AGREEMENT, OR SIMILAR FACTORS.
- 20 OWED BY THE CONSUMER.
- 21
- 22 (36) OFFER, DISPLAY, OR ADVERTISE ANY PRICE OF A GOOD OR SERVICE WITHOUT CLEARLY
- 23 DISCLOSING THE TOTAL PRICE, OR BY MISREPRESENTING ANY FEE OR CHARGE, INCLUDING:
- 24 THE NATURE, PURPOSE, AMOUNT, OR REFUNDABILITY OF ANY FEE OR CHARGE; AND THE
- 25 IDENTITY OF THE GOOD OR SERVICE FOR WHICH THE FEE OR CHARGE IS IMPOSED.
- 26
- 27 (37) MAKING ANY MISREPRESENTATION, OR OMISSIONS, OF MATERIAL FACT REGARDING THE
- 28 COSTS OR TERMS OF PURCHASING, FINANCING, OR LEASING OF VEHICLES OR FARM
- 29 EQUIPMENT.
- 30
- 31 (38) PASSING OFF THE GOODS OR SERVICES AS THOSE OF ANOTHER.
- (39) USING DECEPTIVE REPRESENTATIONS OR DESIGNATIONS OF GEOGRAPHIC ORIGIN IN
- CONNECTION WITH GOODS OR SERVICES.
- (40) OFFERING FOR SALE GOODS OR SERVICES OF A DIFFERENT QUALITY OR BRAND OR
- BEARING A DIFFERENT TRADEMARK AS A SUBSTITUTE FOR MERCHANDISE PREVIOUSLY
- ADVERTISED FOR SALE.

1 **Section 17.404. Exclusion.**

2 This subtitle shall not apply to:

- 3 (1) Professional services of lawyers or medical and dental practitioners engaged in their
4 respective professional endeavors;
- 5 (2) Any television or radio broadcasting station or to any publisher or printer of a newspaper,
6 magazine or other form of printed advertising who broadcasts or prints an advertisement
7 which violates this subtitle, except insofar as such station or publisher or printer engaged
8 in deceptive or unfair practices in the sale or offering for sale of its own merchandise,
9 goods or services or has knowledge of the advertising being in violation of this subtitle;
- 10 (3) Public service companies [[subject]] to the EXTENT THAT THE COMPANIES' SERVICES AND
11 OPERATIONS ARE REGULATED BY [[jurisdiction of]] the public service commission, as
12 provided in [[article 78]] TITLE 2 OF THE PUBLIC UTILITIES ARTICLE of the Annotated
13 Code of Maryland [[(1969 Replacement Volume)]].

14 The Office shall have the authority to receive complaints FOR CONCILIATION concerning the
15 aforesaid excluded merchants and [[to]] MAY refer these complaints to the appropriate
16 professional agency or group.

17

18 **Section 17.407. Filing of complaints by consumer.**

19 Any consumer who has reason to believe that [[he or she has]] THEY HAVE been subjected to
20 an unlawful trade practice, as set forth in section 17.403, may file a complaint in writing with the
21 Administrator, which shall state the name and address of the person alleged to have committed
22 the violation complained of and the particulars thereof, and such other information as may be
23 required by the Office.

24

25 **Section 17.408. Procedures and enforcement.**

26 (a) *Administration.* Upon the filing of a complaint, as set forth in this subtitle, the Administrator
27 of the Office shall cause such investigation as [[he or she deems]] THEY DEEM appropriate to
28 ascertain facts and issues. In making such investigations and determinations the Office may use
29 the authority granted to it in section 17.401.

1 (b) *Reasonable Grounds a Violation Has Occurred.* Whenever the Administrator determines
2 that there are reasonable grounds to believe a violation has occurred, the Office shall commence
3 with one or more of the following procedures, which it, in its sole discretion, deems appropriate:

4 (1) *Conciliation.* Attempt to conciliate the matter, either by methods of initial conference and
5 persuasion with all interested parties and such representatives as the parties may choose
6 to assist them, or by such other methods as this office shall, in its discretion, deem
7 appropriate. In attempting such conciliation to assist a complaining consumer to resolve
8 the individual dispute, the Office may utilize the [[good]] services of the Advisory Board
9 on Consumer Protection. Conciliation conferences shall be informal, and nothing said or
10 done during such initial conference shall be made public by the Office, the Board, or its
11 members, unless the parties agree thereto in writing. The terms of the conciliation agreed
12 to by the parties may be reduced to writing and incorporated into a written conciliation or
13 settlement agreement to be signed by the parties, which written agreement is for
14 conciliation purposes only and does not constitute an admission by any party that the law
15 has been violated. A written conciliation or settlement agreement shall be signed, on
16 behalf of the Office, by the Administrator of the Office.

17 (2) *Assurance of compliance or of discontinuance.* Accept a written assurance of compliance
18 or assurance of discontinuance with respect to any matter which involved the violation of
19 section 17.403 of this subtitle from any merchant who has engaged or was about to
20 engage in any unlawful trade practice. Any such assurance shall be a matter of public
21 record and shall be signed by the Administrator. No assurance of compliance or
22 assurance of discontinuance shall constitute admission by any party thereto that there has
23 been a violation of any law or regulation.

24 (3) *Refer to Office of Law.* Refer any matters to the Office of Law for appropriate action if in
25 the opinion of the Administrator, such action is the most effective procedure to enforce or
26 administer the provisions of this subtitle.

27 (c) *Failure to Adhere to Assurance of Compliance or Discontinuance.* It shall be a violation of
28 this subtitle to violate or fail to adhere to any provision contained in a written assurance of
29 compliance or assurance of discontinuance or conciliation agreement. Any failure by the Office
30 to act with regard to a violation of any provision of a written assurance or agreement shall not
31 constitute a waiver of any right of the Office or provision of such assurance or agreement.

1 (d) *Cooperation of Licensing Authorities and Other Government Agencies.* [[The Office is
2 authorized to seek the cooperation of the licensing authorities and contact any Department of the
3 Government of the County in connection with any investigation under this subtitle by the Office
4 of any person licensed to do business within the County or having a contractual relationship with
5 the Government of the County.]] THE OFFICE MAY CONTACT ANY DEPARTMENT OF THE UNITED
6 STATES GOVERNMENT OR ANY DIVISION OF ANY STATE OR LOCAL GOVERNMENT IN CONNECTION
7 WITH AN INVESTIGATION.

8 (e) *Dismissal for Lack of Reasonable Grounds.* If the Administrator determines that the
9 complaint lacks reasonable grounds upon which to base a violation of this subtitle, the
10 Administrator may dismiss such complaint or order such further investigation as may be
11 necessary.

12 (f) *Referral to Office of Law.* If the Office, with respect to any matter which involves a violation
13 of section 17.403, fails to [[effect]]AFFECT an assurance of compliance or discontinuance or
14 determines that a complaint is not susceptible of settlement, the Office may transmit the matter to
15 the Office of Law for appropriate legal action.

16 (g) *Other Venues and Remedies.* Nothing herein shall prevent any person from exercising any
17 right or seeking any remedy to which he might otherwise be entitled or from filing any complaint
18 with any other agencies or court of law or equity.

19 (h) *Financial Stipulations and Conditions.* Any written assurance of discontinuance, conciliation
20 or settlement agreement or any cease and desist order provided for by this subtitle may include
21 stipulations or conditions for the payment, by the violator, of the cost of the investigation by the
22 Office or its staff and may also include stipulations or conditions for the restitution, by the
23 violator, to the consumer of money, property or other things received from such consumer in
24 connection with a violation of this subtitle. The aforesaid stipulations and conditions shall not
25 preclude the Office from utilizing any other stipulation, condition or remedy, including the
26 payment of stipulated penalties, it deems necessary to correct a violation of this subtitle.

27 (i) *Arbitration of Disputes:*

28 (1) *Submission to arbitration.* Notwithstanding any other provisions of this title, the Office
29 may enter into an agreement with a person in the County or State to submit a dispute
30 arising under this title to arbitration in accordance with the Maryland Uniform Arbitration
31 Act.

1 (2) *Arbitration programs.* The Office may administer a program of voluntary arbitration of
2 consumer disputes, including:

3 (i) The recruitment and training of volunteer arbitrators;

4 (ii) The education of the public and business community as to the benefits of arbitration.

5 (3) *Clerical support.* The Office shall provide office space and clerical help for arbitration
6 tribunals.

7
8 **Section 17.409. Restitution or compensatory damages.**

9 In any INVESTIGATION OR IN ANY ADMINISTRATIVE OR JUDICIAL ACTION, [[action]] brought
10 pursuant to this subtitle, the County shall be authorized to seek appropriate restitution or
11 compensatory damages for any consumer who has been harmed by any violation of this subtitle.

12
13 **Section 17.411. Costs.**

14 In any INVESTIGATION OR ADMINISTRATIVE OR JUDICIAL action brought under the provisions
15 of this subtitle, the Office shall be entitled to recover from a violator the Office's costs for ANY
16 SUCH investigation and ADMINISTRATIVE OR JUDICIAL ACTION [[hearing]].

17
18 **Section 17.412. Penalties.**

19 (a) *Civil Penalties.* The Office of Consumer Protection may enforce the provisions of this
20 subtitle with civil penalties pursuant to the provisions of title 24, "Civil Penalties," of the
21 Howard County Code. A [[first]] violation of this subtitle shall be a Class [[B]]A offense.
22 [[Subsequent violations shall be Class A offenses.]]

23 (b) *Penalty Recoverable in Civil Action.* [[Alternatively]]ALTERNATIVELY, or in addition to and
24 concurrent with other remedies, any merchant who commits a violation of any of the provisions
25 of this subtitle relating to unlawful trade practices shall be liable for the payment to the County
26 of a penalty, recoverable in a civil action of up to [[(\$500.00)] \$1,000.00 for each violation.

27 (c) *Injunctive and Other Relief.* In addition, any merchant shall be subject to injunctive or other
28 appropriate action or proceeding to correct any violation of this subtitle. Any court of competent
29 jurisdiction may issue restraining orders, temporary or permanent injunctions or other
30 appropriate forms of relief.

1 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County, Maryland,
2 *that this Act shall become effective 61 days after its enactment.*

From: Sarah Price <SPrice@mdra.org>
Sent: Thursday, October 30, 2025 5:47 PM
To: CouncilMail
Subject: CB-67 Statement - Maryland Retailers
Attachments: CB67_MRA.docx

Flag Status: Flagged

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Good Evening,

I hope all are well. Please find attached a statement from the Maryland Retailers Alliance regarding some of the provisions included in CB-67 (Consumer Protection revisions) as introduced. My apologies for the lateness of this submission.

Please do not hesitate to reach out if you have any questions.

Best,

Sarah

Sarah Price
Vice President of Communications and Government Affairs
Maryland Retailers Alliance
MD Association of Chain Drug Stores
MD Food Industry Council
O: 410-269-1440 | C: 301-707-1668
she/her

MARYLAND RETAILERS ALLIANCE

The Voice of Retailing in Maryland



CB 67-2025 Consumer Protection – Updates and Amendment Howard County Council

Position: Amend

Background: CB67 would update the Consumer Protection provisions of the County Code.

Comments: The Maryland Retailers Alliance would respectfully express concerns about several provisions included in CB 67-2025. While we understand that the County is performing a standard modernization of its consumer protection policies, some of the language may be construed in a way to prohibit standard – or even required – business practices and could cause confusion about the pricing of goods.

The bill as written would establish the failure to state the total price of a good as a deceptive business practice, but the proposal fails to account for the necessity of charging taxes or fees which ultimately change the total price of a good from its original advertisement or product listing. Most online orders include processing and/or shipping costs, and retailers are required to collect a 6% sales and use tax on all qualifying purchases on behalf of the State. Many states have regulated the disclosure of “total prices” of goods and have intentionally excluded delivery, shipping or mailing costs, taxes, and other fees that a consumer may incur during a transaction.

The bill also prohibits “gross disparity between the price of consumer goods...and the value of the consumer goods...measured by the price at which similar consumer goods...are readily obtainable”. This language, neglecting to define “gross disparity”, “similar consumer goods”, and “readily available”, is unclear, providing no useful guidance to retailers or customers, and could result in confusion and unnecessary complaints. A quality assessment of “similar” goods can be extremely subjective and practically any item that can be purchased online could be considered to be “readily obtainable”. The price difference between, for example, a red cable-knit sweater sold by an independent Main Street boutique and a red cable-knit sweater sold by an international fast-fashion brand should not result in an accusation of deceptive practices for the small business, but this bill as written could allow a shopper to bring such a complaint. The price of goods is ultimately driven by consumer purchasing practices, and is a business owner’s operational decision. State statute already includes provisions to protect against price gouging, which should address any legitimate concerns that might be the target of this language in CB-67.

We would respectfully request that the Council consider amending the bill to address these concerns. Thank you for your consideration.