

Introduced	<u>10-06-2025</u>
Public Hearing	<u>10-20-2025</u>
Council Action	<u>10-01-2025</u>
Executive Action	<u>12-08-2025</u>
Effective Date	<u>02-07-2026</u>

## 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.

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Introduced and read first time Oct 6, 2025. Ordered posted and hearing scheduled.

By order Michelle Harrod  
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 Oct 20, 2025.

By order Michelle Harrod  
Michelle Harrod, Administrator

This Bill was read the third time on Dec 1, 2025 and Passed ✓, Passed with amendments ✓, Failed       .

By order Michelle Harrod  
Michelle Harrod, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 3 day of Dec, 2025 at 5:00 a.m./p.m.

By order Michelle Harrod  
Michelle Harrod, Administrator

Approved/Vetoed by the County Executive Dec 8, 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.

Tabled Nov 3, 2025 Michelle Harrod

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

3    **By amending:**

4        **Title 17. Public Protection Services.**

5            **Section 17.400. Definitions.**

6            **Section 17.401. Office of Consumer Protection.**

7            **Section 17.402. Advisory Board on Consumer Protection**

8            **Section 17.403. Deceptive or unfair trade practice prohibited**

9            **Section 17.404. Exclusion.**

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

11           **Section 17.408. Procedures and enforcement .**

12           **Section 17.409. Restitution or compensatory damages.**

13           **Section 17.411. Costs.**

14           **Section 17.412. Penalties.**

15

16            **Title 17. Public Protection Services.**

17            **Subtitle 4. Consumer Protection.**

18

19            **Section 17.400. Definitions.**

20        (a) *Person* means an individual proprietor, partnership, corporation, firm, cooperative,  
21        association, ~~JOINT VENTURE, ESTATE, TRUST, BUSINESS TRUST, SYNDICATE, FIDUCIARY, AND ALL~~  
22        ~~OTHER GROUPS OR COMBINATIONS~~ COMPANY, OR ANY OTHER ORGANIZATION, GROUP OF  
23        INDIVIDUALS OR LEGAL ENTITY, HOWEVER ORGANIZED or any other group of individuals, however  
24        organized.

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

28        (c) *Services* means, WORK, LABOR OR ANY OTHER ACTIVITY FURNISHED TO A CONSUMER  
29        INCLUDING BUT NOT LIMITED TO CONSUMER CREDIT, FRANCHISES, BUSINESS OPPORTUNITIES,  
30        CONSUMER SERVICES, BUILDING AND CONSTRUCTION SERVICES, [[underwriting,]] building repair

1 and improvement services, professional services, the repair of automobiles, [[television sets,]]  
2 CONSUMER ELECTRONICS, and other similar services, and the repair or installation of plumbing,  
3 heating, electrical or mechanical devices.

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

8 (e) *Merchandise* means ANY AND ALL PARTS OF THE ECONOMIC OUTPUT, any objects, wares,  
9 CHATTELS, goods, commodities, intangibles or real estate. MERCHANDISE ALSO INCLUDES ANY  
10 PARTS, MATERIALS, OR LEASES THAT MAKE UP ANY OBJECTS, WARES, CHATTELS, GOODS,  
11 COMMODITIES, INTANGIBLES OR REAL ESTATE.

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

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

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

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

24 (J) UNCONSCIONABLE MEANS "EXTREME UNFAIRNESS" IN THE FORMATION OR SUBSTANCE OF A  
25 CONTRACT.

## 26 **Section 17.401. Office of Consumer Protection.**

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

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

4       (c) *Qualifications of Consumer Protection Administrator*. The Consumer Protection  
5       Administrator shall have thorough knowledge of methods and practices of protecting consumer  
6       interest, including knowledge of County, State and Federal laws, and knowledge of the methods  
7       and techniques of investigating complaints and charges of unlawful trade practices. The  
8       Administrator shall have at least five years of experience in community service or related work,  
9       including one year dealing with consumer protection or trade practices and at least one year of  
10      managerial experience.

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

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

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

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

1 court may issue an order requiring the attendance and testimony of the witness and the  
2 production of records and documents. Any failure to obey such an order of the court may  
3 be punished as contempt of court.

4 (4) To issue cease and desist orders with respect to consumer practices declared to be in  
5 violation of this subtitle by the Office. If, upon all the evidence, the Administrator of the  
6 Office finds that the respondent has engaged in a deceptive or unfair trade practice within  
7 the scope of any provision of this subtitle, it shall so state its findings. The Office  
8 thereupon shall issue and cause to be served upon the respondent an order requiring the  
9 respondent to cease and desist from the deceptive or unfair trade practice and to take such  
10 affirmative action as equity and justice may require to effectuate the purposes of this  
11 subtitle.

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

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

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

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

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

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

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

1 (12) To make administrative [[rules and regulations]]RULES, REGULATIONS, STANDARDS,  
2 POLICIES OR GUIDANCE as may be necessary to ensure the orderly operation of the Office  
3 and to promulgate standards further defining the "unfair or deceptive trade practices" as  
4 set forth in this subdivision. These rules and regulations [[and standards]]shall take effect  
5 no earlier than 60 days after their adoption by the Office. Any RULE OR regulation  
6 adopted hereunder shall be in accordance with the HOWARD COUNTY Administrative  
7 Procedure Act [title 2, subtitle 1 of this Code.]

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

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

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

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

18 (17) ~~16~~ TO ADMINISTER SUBTITLE 12 "LEASE EXTENSIONS- CONVERSION OF RENTAL HOUSING  
19 LICENSE TO A CONDOMINIUM REGIME" OF TITLE 13 AS PROVIDED IN SECTION 13.1202 AND  
20 SECTION 13.1204 OF THIS CODE.

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

24 **Section 17.402. Advisory Board on Consumer Protection.**

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

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

30 (c) *Qualifications:*

31 (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.

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

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

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

- (1) The Board may annually review the programs of the Office of Consumer Protection and make recommendations to the Administrator prior to the submitting of the annual budget.
- (2) Subject to section 22.1000 of the County Code, the Board shall submit an annual report to the County Executive and to the County Council.
- (3) The Board may advise the Office in carrying out its duties.
- (4) The Board may hold public hearings as deemed necessary, including hearings for the purpose of forming recommendations on inclusion or exclusion of persons or organizations from applications of the provisions of this subtitle.
- (5) At the directive of the County Executive or by resolution of the County Council, the Board shall review and make recommendations on any matter related to consumer protection.

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

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

- (1) Representations that merchandise, goods or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits, QUALITIES, or quantities that they do not have.
- (2) Representations that the merchant has a sponsorship, approval, status, BRAND, affiliation or connection that [[he]]THE MERCHANT does not have.
- (3) Representations that merchandise or goods are original or new, if they are deteriorated, 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

1 rely upon such concealment, suppression or omission in connection with the sale or  
2 advertisement of any merchandise or goods or with the subsequent performance of  
3 services, whether or not any person has, in fact, been misled, deceived or damaged  
4 thereby.

5 (15) Any false, falsely disparaging or misleading oral or written statement, visual description  
6 or other misrepresentation of any kind which has the capacity, tendency or effect of  
7 deceiving or misleading consumers and is made in connection with the sale, lease, rental,  
8 loan or bailment of merchandise, goods or services, the offering for sale, lease, rental,  
9 loan or bailment of merchandise, goods or services, the extension of consumer credit or  
10 the collection of consumer debts.

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

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

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

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

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

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

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

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

[[24) The fact that the merchant has knowingly taken advantage of the inability of the consumer to reasonably protect his interests by reason of physical or mental infirmities, ignorance, illiteracy or inability to understand the language of the agreement.]]

([[25]])24) Replacing parts or components in an electrical or mechanical apparatus, appliance, chattel or other goods or merchandise when such parts or components are not defective, unless this replacement is specifically requested by the consumer.

([[26]])25) Falsely stating or representing that repairs, alterations, modifications or servicing have been made when they have not been.

([[27]])26) Insertion by a merchant, in a contract of sale or lease, of a clause or condition which is so one sided as to be unconscionable under the circumstances existing at the time of the making of the contract.

([[28]])27) Failing to comply with Section 17.1201.

(28) PRACTICING, OR IN ANY WAY ENGAGING IN, ANY TRADE, OCCUPATION, OR PROFESSION WITHOUT A LICENSE, REGISTRATION, CERTIFICATE, OR OTHER EVIDENCE OF TRAINING OR EXPERIENCE WHEN REQUIRED BY LAW.

(29) CONDUCT WHICH VIOLATES SECTIONS 14-301.1 THROUGH 14-302 OF THE COMMERCIAL LAW ARTICLE OF THE MARYLAND ANNOTATED CODE.

(30) ANY REPRESENTATION THAT AN AGREEMENT CONFERS OR LIMITS RIGHTS, REMEDIES, OR OBLIGATIONS THAT THE AGREEMENT DOES NOT CONFER OR LIMIT, OR THAT ARE PROHIBITED BY LAW.

(31) FAILURE OF ANY MERCHANT TO COMPLY WITH AN EXPRESS OR IMPLIED WARRANTY.

1 (32) IMPOSING OR DEMANDING A LABOR OR SERVICE CHARGE WITHOUT NOTIFYING THE  
2 CONSUMER OF THE CHARGE BEFORE DISMANTLING, DISASSEMBLING OR OTHERWISE  
3 ALTERING A CONSUMER GOOD.

4 (33) TAKING PAYMENT FOR GOODS OR SERVICES WITHOUT PERFORMING THE SERVICES OR  
5 DELIVERING THE GOODS OR PERFORMING THE SERVICES, EITHER DIRECTLY OR THROUGH A  
6 THIRD PARTY.

7 (34) MAKING OR ENFORCING UNCONSCIONABLE CONTRACT TERMS. IN APPLYING THIS  
8 SUBSECTION, THE FOLLOWING ~~NON-INCLUSIVE~~ FACTORS MAY BE CONSIDERED INCLUDING,  
9 WITHOUT LIMITATION:

10 (I) KNOWLEDGE BY THE MERCHANT WHEN A CREDIT SALE OR LOAN IS CONSUMMATED  
11 THAT THERE WAS NO REASONABLE PROBABILITY OF PAYMENT IN FULL OF THE  
12 OBLIGATION BY THE CONSUMER;

13 (II) KNOWLEDGE BY THE MERCHANT AT THE TIME OF THE SALE OR LEASE OF THE  
14 CONSUMER'S INABILITY TO RECEIVE SUBSTANTIAL BENEFITS FROM THE CONSUMER  
15 GOOD OR SERVICE SOLD OR LEASED;

16 (III) GROSS DISPARITY BETWEEN THE PRICE OF CONSUMER GOODS OR SERVICES SOLD OR  
17 LEASED AND THE VALUE OF THE CONSUMER GOODS OR SERVICES MEASURED BY THE  
18 PRICE AT WHICH SIMILAR CONSUMER GOODS OR SERVICES ARE READILY OBTAINABLE  
19 BY LIKE BUYERS OR LESSEES;

20 (IV) THE FACT THAT THE MERCHANT CONTRACTED FOR OR RECEIVED SEPARATE CHARGES  
21 FOR INSURANCE WITH RESPECT TO CREDIT SALES WITH THE EFFECT OF MAKING THE  
22 SALES, CONSIDERED AS A WHOLE, UNCONSCIONABLE; OR

23 (V) THE FACT THAT THE MERCHANT HAS KNOWINGLY TAKEN ADVANTAGE OF THE  
24 INABILITY OF A CONSUMER REASONABLY TO PROTECT HIS OR HER INTERESTS BECAUSE  
25 'OF PHYSICAL OR MENTAL INFIRMITIES, IGNORANCE, ILLITERACY, INABILITY TO  
26 UNDERSTAND THE LANGUAGE OF THE AGREEMENT, OR SIMILAR FACTORS.

27 (35) ~~COLLECTING, OR ATTEMPTING TO COLLECT, ON INDEBTEDNESS WITHOUT ADEQUATE~~  
28 ~~DOCUMENTATION SUBSTANTIATING THE FACT, OR AMOUNT, OF THE UNDERLYING DEBT~~  
29 ~~OWED BY THE CONSUMER.~~

30 (35) BRINGING A DEBT COLLECTION ACTION TO COLLECT, ATTEMPTING TO COLLECT, OR  
31 COLLECTING ON INDEBTEDNESS WITHOUT ADEQUATE DOCUMENTATION SUBSTANTIATING

1                   THE FACT, OR AMOUNT, OF THE UNDERLYING DEBT OWED BY THE CONSUMER. THIS  
2                   PROVISION SHALL NOT REQUIRE DOCUMENTATION BEYOND WHAT IS REQUIRED BY STATE  
3                   LAW.

4 (36) OFFER, DISPLAY, OR ADVERTISE ANY PRICE OF A GOOD OR SERVICE WITHOUT CLEARLY  
5                   DISCLOSING THE TOTAL PRICE, OR BY MISREPRESENTING ANY FEE OR CHARGE, INCLUDING:  
6                   THE NATURE, PURPOSE, AMOUNT, OR REFUNDABILITY OF ANY FEE OR CHARGE; AND THE  
7                   IDENTITY OF THE GOOD OR SERVICE FOR WHICH THE FEE OR CHARGE IS IMPOSED. FOR  
8                   PURPOSES OF THIS SUBSECTION, "PRICE" DOES NOT NEED TO INCLUDE TAXES OR SHIPPING  
9                   CHARGES.

10 (37) MAKING ANY MISREPRESENTATION, OR OMISSIONS, OF MATERIAL FACT REGARDING THE  
11                   COSTS OR TERMS OF PURCHASING, FINANCING, OR LEASING OF VEHICLES OR FARM  
12                   EQUIPMENT.

13 (38) PASSING-OFF MISREPRESENTING THE GOODS OR SERVICES AS THOSE OF ANOTHER.

14 (39) USING DECEPTIVE REPRESENTATIONS OR DESIGNATIONS OF GEOGRAPHIC ORIGIN IN  
15                   CONNECTION WITH GOODS OR SERVICES.

16 (40) OFFERING FOR SALE GOODS OR SERVICES OF A DIFFERENT QUALITY OR BRAND OR  
17                   BEARING A DIFFERENT TRADEMARK AS A SUBSTITUTE FOR MERCHANDISE PREVIOUSLY  
18                   ADVERTISED FOR SALE.

19

#### 20                   **Section 17.404. Exclusion.**

21                   This subtitle shall not apply to:

22 (1) Professional services of CERTIFIED PUBLIC ACCOUNTANTS, ARCHITECTS, CLERGY,  
23                   PROFESSIONAL ENGINEERS, VETERINARIANS, INSURANCE COMPANIES AUTHORIZED TO DO  
24                   BUSINESS IN THE STATE, INSURANCE PRODUCERS LICENSED BY THE STATE, CHRISTIAN  
25                   SCIENCE PRACTITIONERS, LAND SURVEYORS, PROPERTY LINE SURVEYORS, CHIROPRACTORS,  
26                   OPTOMETRISTS, PHYSICAL THERAPISTS, PODIATRISTS, REAL ESTATE BROKERS, ASSOCIATE  
27                   REAL ESTATE BROKERS, REAL ESTATE SALESPERSONS, lawyers or medical and dental  
28                   practitioners engaged in their respective professional endeavors;

29 (2) Any television or radio broadcasting station or to any publisher or printer of a newspaper,  
30                   magazine or other form of printed advertising who broadcasts or prints an advertisement  
31                   which violates this subtitle, except insofar as such station or publisher or printer engaged

1       in deceptive or unfair practices in the sale or offering for sale of its own merchandise,  
2       goods or services or has knowledge of the advertising being in violation of this subtitle;  
3       (3) Public service companies [[subject]] to the EXTENT THAT THE COMPANIES' SERVICES AND  
4       OPERATIONS ARE REGULATED BY [[jurisdiction of]] the public service commission, as  
5       provided in [[article 78]] TITLE 2 OF THE PUBLIC UTILITIES ARTICLE of the Annotated  
6       Code of Maryland [[(1969 Replacement Volume)]].

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

10

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

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

17

18 **Section 17.408. Procedures and enforcement.**

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

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

26       (1) *Conciliation.* Attempt to conciliate the matter, either by methods of initial conference and  
27       persuasion with all interested parties and such representatives as the parties may choose  
28       to assist them, or by such other methods as this office shall, in its discretion, deem  
29       appropriate. In attempting such conciliation to assist a complaining consumer to resolve  
30       the individual dispute, the Office may utilize the [[good]] services of the Advisory Board  
31       on Consumer Protection. Conciliation conferences shall be informal, and nothing said or

1       done during such initial conference shall be made public by the Office, the Board, or its  
2       members, unless the parties agree thereto in writing. The terms of the conciliation agreed  
3       to by the parties may be reduced to writing and incorporated into a written conciliation or  
4       settlement agreement to be signed by the parties, which written agreement is for  
5       conciliation purposes only and does not constitute an admission by any party that the law  
6       has been violated. A written conciliation or settlement agreement shall be signed, on  
7       behalf of the Office, by the Administrator of the Office.

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

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

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

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

30       (e) *Dismissal for Lack of Reasonable Grounds.* If the Administrator determines that the  
31       complaint lacks reasonable grounds upon which to base a violation of this subtitle, the

1     Administrator may dismiss such complaint or order such further investigation as may be  
2     necessary.

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

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

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

18    (i) *Arbitration of Disputes:*

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

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

25        (i) The recruitment and training of volunteer arbitrators;  
26        (ii) The education of the public and business community as to the benefits of arbitration.

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

29

1    **Section 17.409. Restitution or compensatory damages.**

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

5

6    **Section 17.411. Costs.**

7        In any INVESTIGATION OR ADMINISTRATIVE OR JUDICIAL action brought under the provisions  
8    of this subtitle, the Office shall be ~~entitled to receive~~ AUTHORIZED TO SEEK from a violator the  
9    Office's costs for ANY SUCH investigation and ADMINISTRATIVE OR JUDICIAL ACTION [[hearing]].

10

11    **Section 17.412. Penalties.**

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

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

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

24

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

Amendment No. 1 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 15  
Date: November 3, 2025

Amendment No. 1

*(This amendment changes the definition of "person" and "merchandise".)*

- 1 On page 1, in line 21, strike "JOINT VENTURE, ESTATE, TRUST, BUSINESS TRUST, SYNDICATE, FIDUCIARY, AND ALL".
- 2
- 3
- 4 On page 1, in line 22, strike "OTHER GROUPS OR COMBINATIONS" and substitute "COMPANY, OR  
ANY OTHER ORGANIZATION, GROUP OF INDIVIDUALS OR LEGAL ENTITY, HOWEVER ORGANIZED".
- 5
- 6
- 7 On page 2, in line 7, strike "ANY AND ALL PARTS OF THE ECONOMIC OUTPUT," and, in the same  
line, after "wares," insert "CHATTELS".
- 8
- 9
- 10 On page 2, in line 8, after "estate.", insert "MERCHANDISE ALSO INCLUDES ANY PARTS,  
MATERIALS, OR LEASES THAT MAKE UP ANY OBJECTS, WARES, CHATTELS, GOODS, COMMODITIES,  
INTANGIBLES OR REAL ESTATE".
- 11
- 12
- 13
- 14

I certify that this a true copy of  
Am 1 to CB67-2025  
passed on December 1, 2025  
Michelle D. Danner  
Council Administrator

Amendment No. 2 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 15  
Date: November 3, 2025

Amendment No. 2

*(This amendment removes certain redundant authority.)*

- 1 On page 5, in line 4, strike beginning with “, according” down through and including “Code” in line 6.
- 2
- 3
- 4 On page 5, strike lines 11 and 12, in their entirety.
- 5
- 6 On page 5, in line 13, strike “17” and substitute “16”.

I certify that this a true copy of  
Am 2 to CB67-2025  
passed on December 1, 2025  
Michele Herran  
Council Administrator

**Amendment No. 3 to Council Bill No. 67-2025**

**BY: The Chairperson at the request  
of the County Executive**

**Legislative Day No. 15  
Date: November 3, 2025**

**Amendment No. 3**

*(This amendment removes redundant language related to deceptive trade practices. This amendment also makes changes to the examples of deceptive trade practices by:*

1. *Clarifying that the list of examples of making or enforcing unconscionable contract terms is not exhaustive and*
2. *Clarifying what is meant by “passing off” goods and services.)*

- 1 On page 6, in line 23, strike “, ACTS OF OMISSION, ACTS OF”.
- 2
- 3 On page 6, in line 24, strike “COMMISSION, AND CONDUCT CAUSING A LIKELIHOOD OF  
4 CONFUSION”.
- 5
- 6 On page 9, in line 28, strike “NON-INCLUSIVE” and, in the same line, after “CONSIDERED”, insert  
7 “INCLUDING, WITHOUT LIMITATION”.
- 8
- 9 On page 10, in line 25, strike “PASSING OFF” and insert “MISREPRESENTING”.

I certify that this a true copy of  
Am 3 to CB le7-2025  
passed on December 1, 2025  
Michael Threadgill  
Council Administrator

**Amendment 1 to Amendment No. 3 to Council Bill No. 67-2025**

**BY: Christiana Rigby**

**Legislative Day No. 15**  
**Date: November 3, 2025**

**Amendment 1 to Amendment No. 3**

*(This amendment retains the examples of deceptive trade practices)*

- 1 On page 1, strike lines 1-4 in their entirety.

I certify that this a true copy of  
Am 1 Am 3 CB 67-2025  
passed on December 1, 2025  
Michelle Howard  
Council Administrator

Amendment No. 4 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 15  
Date: November 3, 2025

Amendment No. 4

*(This amendment clarifies what may be considered a deceptive or unfair trade practice with regards to collecting a debt.)*

- 1 On page 10, strike lines 15 through 17, inclusive and in their entirety and substitute:
- 2 “(35) BRINGING A DEBT COLLECTION ACTION TO COLLECT, ATTEMPTING TO COLLECT, OR
- 3 COLLECTING ON INDEBTEDNESS WITHOUT ADEQUATE DOCUMENTATION SUBSTANTIATING THE
- 4 FACT, OR AMOUNT, OF THE UNDERLYING DEBT OWED BY THE CONSUMER. THIS PROVISION SHALL
- 5 NOT REQUIRE DOCUMENTATION BEYOND WHAT IS REQUIRED BY STATE LAW.”.

I certify that this a true copy of  
Am 4 to CB67-2025  
passed on December 1, 2025  
Michelle Warror  
Council Administrator

Amendment No. 5 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 15  
Date: November 3, 2025

Amendment No. 5

*(This amendment clarifies actions related to costs.)*

- 1 On page 14, in line 15, strike “entitled to recover” and substitute “AUTHORIZED TO SEEK”.

I certify that this a true copy of  
Am5 to CB67-2025  
passed on December 1, 2025  
Michele Danner  
Council Administrator

Amendment No. 6 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 17  
Date: December 1, 2025

Amendment No. 6

*(This amendment adds a definition for the term "unconscionable".)*

- 1 On page 2, after line 20, insert:
- 2 "(j) UNCONSCIONABLE MEANS "EXTREME UNFAIRNESS" IN THE FORMATION OR SUBSTANCE OF A CONTRACT."

I certify that this a true copy of  
Am 6 to CB67-2025  
passed on December 1, 2025  
Matthew Ferraro  
Council Administrator

Amendment No. 7 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 17  
Date: December 1, 2025

Amendment No. 7

*(This amendment removes a requirement that estimates be in writing.)*

- 1 On page 8, in line 5, before “UNLESS” insert a comma; after “consumer” insert a comma; and
- 2 strike “IN WRITING”.

I certify that this a true copy of  
Am 7 to CB67-2025  
passed on December 1, 2025  
Michelle Herrard  
Council Administrator

Amendment No. 8 to Council Bill No. 67-2025

**BY: The Chairperson at the request  
of the County Executive**

**Legislative Day No. 17  
Date: December 1, 2025**

Amendment No. 8

*(This amendment clarifies what is meant by "delivering" goods.)*

- 1 On page 9, in line 25, after "WITHOUT" insert "PERFORMING THE SERVICES OR" and after "GOODS"
- 2 strike "OR PERFORMING THE SERVICES" and substitute ", EITHER DIRECTLY OR THROUGH A THIRD
- 3 PARTY".

I certify that this a true copy of  
Am 8 to CB67 2025  
passed on December 1, 2025  
Michele Hesser  
Council Administrator

Amendment No. 9 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 17  
Date: December 1, 2025

Amendment No. 9

*(This amendment clarifies that use of the term “price” may not include taxes or shipping charges.)*

- 1 On page 10, in line 21, after “IMPOSED.”, insert “FOR PURPOSES OF THIS SUBSECTION, “PRICE”
- 2 DOES NOT NEED TO INCLUDE TAXES OR SHIPPING CHARGES.”

I certify that this a true copy of  
Am 9 to CB67-2025  
passed on December 1, 2025  
Michelle Harris  
Council Administrator

Amendment No. 10 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 17  
Date: December 1, 2025

Amendment No. 10

*(This amendment clarifies who is subject to the statute.)*

1 On page 11, in line 3, after "of" insert:

2 CERTIFIED PUBLIC ACCOUNTANTS, ARCHITECTS, CLERGY, PROFESSIONAL ENGINEERS,  
3 VETERINARIANS, INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN THE STATE, INSURANCE  
4 PRODUCERS LICENSED BY THE STATE, CHRISTIAN SCIENCE PRACTITIONERS, LAND SURVEYORS,  
5 PROPERTY LINE SURVEYORS, CHIROPRACTORS, OPTOMETRISTS, PHYSICAL THERAPISTS,  
6 PODIATRISTS, REAL ESTATE BROKERS, ASSOCIATE REAL ESTATE BROKERS, REAL ESTATE  
7 SALESPERSONS,".

I certify that this a true copy of  
Am 10 to CB67-2025  
passed on December 6 2025  
Mitchell Sharad  
Council Administrator



Howard County  
*Internal Memorandum*

Subject: Testimony and Fiscal Impact Statement  
Amendments to the Consumer Protection Act

To: Brandee Ganz  
Chief Administrative Officer

From: Tracy Rezvani, Administrator  
Office of Consumer Protection

Date: September 23, 2025

### **PURPOSE**

Council Bill No. CB \_\_-2025, seeks to substantively update the Howard County Consumer Protection Act (HCCPA) for the first time in 50 years. The bill updates language to capture changes in technology, business practices, and common schemes faced by Howard County consumers.

### **BACKGROUND**

The Office of Consumer Protection was legislatively created by CB7-1975 with an effective date of June 9, 1975. Other than minor changes to the Office's name, or references to new statutes added to the Office's purview, CB7-1975 has not been substantively changed in 50 years. In that time, technology has brought us computers, the internet, FinTech products, social media, and substantive and material changes to the ways in which businesses operate, market and sell their goods and services. No longer do businesses advertise in the Yellow Pages, buy ads on the radio, and solely sell in brick-and-mortar storefronts. With the internet, social media, and artificial intelligence, the vast amount of advertising and sales are with businesses which lack a storefront at all, let alone one within driving distance. The HCCPA should therefore be updated to reflect the changing and expanding marketplace.

Additionally, in recent years the Federal Trade Commission has highlighted a growing trend where the unfair practice is *conduct* based and not representational. Defining these misleading and manipulative practices as "dark patterns" the FTC is focusing on how the transactional materials themselves are designed to mislead or manipulate, e.g., pre-checked boxes, hard-to-find-and read disclosures, confusing cancellation policies, signed e-contracts that aren't delivered until after the right-to-cancel period expires, etc. At present, the HCCPA does not substantially address *conduct* at all, only representations and omissions.

Moreover, with federal consumer protections facing uncertainty at best, our work at the local level is more crucial than ever. Our office has seen a rise in complaints ordinarily handled by these (all but) disbanded federal agencies. Increasingly, our investigators find that facts and issues raised by consumers do not cleanly fit within the confines of the existing HCCPA. This has complicated not only our ability to mediate disputes (our main goal) but to engage in enforcement activity when the law is clearly broken.

Lastly, over the last 50 years, our Office has determined that some terms in the HCCPA were either vaguely, incompletely or inartfully stated. This has again complicated our ability to mediate disputes or bring enforcement actions when needed.

### **FISCAL IMPACT**

To fully implement the bill, OCP does not at present believe it will require any new positions.

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 Oct 6, 2025. Ordered posted and hearing scheduled.  
By order Michelle Harrod  
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.

Tabled 11/3/2025 Michelle Harrod

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

3    **By amending:**

4       **Title 17. Public Protection Services.**

5          **Section 17.400. Definitions.**

6          **Section 17.401. Office of Consumer Protection.**

7          **Section 17.402. Advisory Board on Consumer Protection**

8          **Section 17.403. Deceptive or unfair trade practice prohibited**

9          **Section 17.404. Exclusion**

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

11          **Section 17.408. Procedures and enforcement .**

12          **Section 17.409. Restitution or compensatory damages.**

13          **Section 17.411. Costs.**

14          **Section 17.412. Penalties.**

15

16          **Title 17. Public Protection Services.**

17             **Subtitle 4. Consumer Protection.**

18

19       **Section 17.400. Definitions.**

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

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

26    (c) **Services** means, WORK, LABOR OR ANY OTHER ACTIVITY FURNISHED TO A CONSUMER  
27    INCLUDING BUT NOT LIMITED TO CONSUMER CREDIT, FRANCHISES, BUSINESS OPPORTUNITIES,  
28    CONSUMER SERVICES, BUILDING AND CONSTRUCTION SERVICES, [[underwriting,]] building repair  
29    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, EXCHANGE,  
20 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

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

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

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

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

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

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

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

## 19 **Section 17.402. Advisory Board on Consumer Protection.**

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

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

25 (c) *Qualifications:*

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

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

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

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

30 (5) From the remaining members, at least one member shall represent an economically  
31 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.

1 (4) Representations that merchandise, goods or services are of particular standard, quality,  
2 grade, style or model, if they are of another.

3 (5) A misrepresentation as to a material fact which has a tendency to mislead.

4 (6) The failure to state a material fact, if such failure deceives or tends to deceive.

5 (7) Disparaging the merchandise, goods, services or business of another by false or  
6 misleading representations of material facts.

7 (8) Advertising or offering merchandise, goods or services without intent, ABILITY OR  
8 AUTHORITY to sell them or sell them as advertised or offered.

9 (9) Advertising or offering merchandise, goods or services with intent not to supply  
10 reasonably expected public demand, unless the advertisement or offer discloses a  
11 limitation of quantity or other qualifying conditions.

12 (10) Making false or misleading representations of fact concerning: The reasons for,  
13 existence of or amounts of price reductions; or the price in comparison to price of  
14 competitors or [[ones]] ONE'S own price at a past or future time.

15 (11) [[Knowingly falsely]] FALSELY stating that services, replacements or repairs are needed.

16 (12) Falsely stating the reasons for offering or supplying merchandise, goods or services at  
17 sale or discount prices.

18 (13) The harassment of any person[[, either by telephone, cards or letters,]] OR THE  
19 CONTACTING OF ANY PERSON'S EMPLOYER FOR DELINQUENT INDEBTEDNESS OR OTHER  
20 CONDUCT IN VIOLATION OF MARYLAND ANNOTATED CODE, COMMERCIAL LAW, § 14-202.  
21 NOTHING IN THIS SUBSECTION SHALL PREVENT THE USE OF LEGAL PROCESS IN THE  
22 COLLECTION OF DEBTS OR with regard to any act [[other than]] OF legal process.

23 (14) Any deception, fraud, false pretense, false premise, misrepresentation or the knowing  
24 concealment, suppression or omission of any material fact with the intent that consumers  
25 rely upon such concealment, suppression or omission in connection with the sale or  
26 advertisement of any merchandise or goods or with the subsequent performance of  
27 services, whether or not any person has, in fact, been misled, deceived or damaged  
28 thereby.

29 (15) Any false, falsely disparaging or misleading oral or written statement, visual description  
30 or other misrepresentation of any kind which has the capacity, tendency or effect of  
31 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  
9 more 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.

[(24) The fact that the merchant has knowingly taken advantage of the inability of the consumer to reasonably protect his interests by reason of physical or mental infirmities, ignorance, illiteracy or inability to understand the language of the agreement.]]

([[25]])24) Replacing parts or components in an electrical or mechanical apparatus, appliance, chattel or other goods or merchandise when such parts or components are not defective, unless this replacement is specifically requested by the consumer.

([[26]])25) Falsely stating or representing that repairs, alterations, modifications or servicing have been made when they have not been.

([[27]])26) Insertion by a merchant, in a contract of sale or lease, of a clause or condition which is so one sided as to be unconscionable under the circumstances existing at the time of the making of the contract.

([28][27]) Failing to comply with Section 17.1-201.

(28) PRACTICING, OR IN ANY WAY ENGAGING IN, ANY TRADE, OCCUPATION, OR PROFESSION WITHOUT A LICENSE, REGISTRATION, CERTIFICATE, OR OTHER EVIDENCE OF TRAINING OR EXPERIENCE WHEN REQUIRED BY LAW.

(29) CONDUCT WHICH VIOLATES SECTIONS 14-301.1 THROUGH 14-302 OF THE COMMERCIAL LAW ARTICLE OF THE MARYLAND ANNOTATED CODE.

(30) ANY REPRESENTATION THAT AN AGREEMENT CONFERS OR LIMITS RIGHTS, REMEDIES, OR OBLIGATIONS THAT THE AGREEMENT DOES NOT CONFER OR LIMIT, OR THAT ARE PROHIBITED BY LAW.

(31) FAILURE OF ANY MERCHANT TO COMPLY WITH AN EXPRESS OR IMPLIED WARRANTY.

(32) IMPOSING OR DEMANDING A LABOR OR SERVICE CHARGE WITHOUT NOTIFYING THE CONSUMER OF THE CHARGE BEFORE DISMANTLING, DISASSEMBLING OR OTHERWISE ALTERING A CONSUMER GOOD.

(33) TAKING PAYMENT FOR GOODS OR SERVICES WITHOUT DELIVERING THE GOODS OR  
PERFORMING THE SERVICES

(34) MAKING OR ENFORCING UNCONSCIONABLE CONTRACT TERMS. IN APPLYING THIS SUBSECTION, THE FOLLOWING NON-INCLUSIVE FACTORS MAY BE CONSIDERED:

(i) KNOWLEDGE BY THE MERCHANT WHEN A CREDIT SALE OR LOAN IS CONSUMMATED THAT THERE WAS NO REASONABLE PROBABILITY OF PAYMENT IN FULL OF THE OBLIGATION BY THE CONSUMER;

1 (ii) KNOWLEDGE BY THE MERCHANT AT THE TIME OF THE SALE OR LEASE OF THE  
2 CONSUMER'S INABILITY TO RECEIVE SUBSTANTIAL BENEFITS FROM THE CONSUMER  
3 GOOD OR SERVICE SOLD OR LEASED;

4 (iii) GROSS DISPARITY BETWEEN THE PRICE OF CONSUMER GOODS OR SERVICES SOLD OR  
5 LEASED AND THE VALUE OF THE CONSUMER GOODS OR SERVICES MEASURED BY THE  
6 PRICE AT WHICH SIMILAR CONSUMER GOODS OR SERVICES ARE READILY OBTAINABLE  
7 BY LIKE BUYERS OR LESSEES;

8 (iv) THE FACT THAT THE MERCHANT CONTRACTED FOR OR RECEIVED SEPARATE CHARGES  
9 FOR INSURANCE WITH RESPECT TO CREDIT SALES WITH THE EFFECT OF MAKING THE  
10 SALES, CONSIDERED AS A WHOLE, UNCONSCIONABLE; OR

11 (v) THE FACT THAT THE MERCHANT HAS KNOWINGLY TAKEN ADVANTAGE OF THE  
12 INABILITY OF A CONSUMER REASONABLY TO PROTECT HIS OR HER INTERESTS BECAUSE  
13 OF PHYSICAL OR MENTAL INFIRMITIES, IGNORANCE, ILLITERACY, INABILITY TO  
14 UNDERSTAND THE LANGUAGE OF THE AGREEMENT, OR SIMILAR FACTORS.

15 (35) COLLECTING, OR ATTEMPTING TO COLLECT, ON INDEBTEDNESS WITHOUT ADEQUATE  
16 DOCUMENTATION SUBSTANTIATING THE FACT, OR AMOUNT, OF THE UNDERLYING DEBT  
17 OWED BY THE CONSUMER.

18 (36) OFFER, DISPLAY, OR ADVERTISE ANY PRICE OF A GOOD OR SERVICE WITHOUT CLEARLY  
19 DISCLOSING THE TOTAL PRICE, OR BY MISREPRESENTING ANY FEE OR CHARGE, INCLUDING:  
20 THE NATURE, PURPOSE, AMOUNT, OR REFUNDABILITY OF ANY FEE OR CHARGE; AND THE  
21 IDENTITY OF THE GOOD OR SERVICE FOR WHICH THE FEE OR CHARGE IS IMPOSED.

22 (37) MAKING ANY MISREPRESENTATION, OR OMISSIONS, OF MATERIAL FACT REGARDING THE  
23 COSTS OR TERMS OF PURCHASING, FINANCING, OR LEASING OF VEHICLES OR FARM  
24 EQUIPMENT.

25 (38) PASSING OFF THE GOODS OR SERVICES AS THOSE OF ANOTHER.

26 (39) USING DECEPTIVE REPRESENTATIONS OR DESIGNATIONS OF GEOGRAPHIC ORIGIN IN  
27 CONNECTION WITH GOODS OR SERVICES.

28 (40) OFFERING FOR SALE GOODS OR SERVICES OF A DIFFERENT QUALITY OR BRAND OR  
29 BEARING A DIFFERENT TRADEMARK AS A SUBSTITUTE FOR MERCHANDISE PREVIOUSLY  
30 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 [[(1968 Replacement Volume)]].

14   The Office shall have the authority to receive complaints FOR CONCILIATION concerning the  
15   aforesaid excluded merchants and [[?]] 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

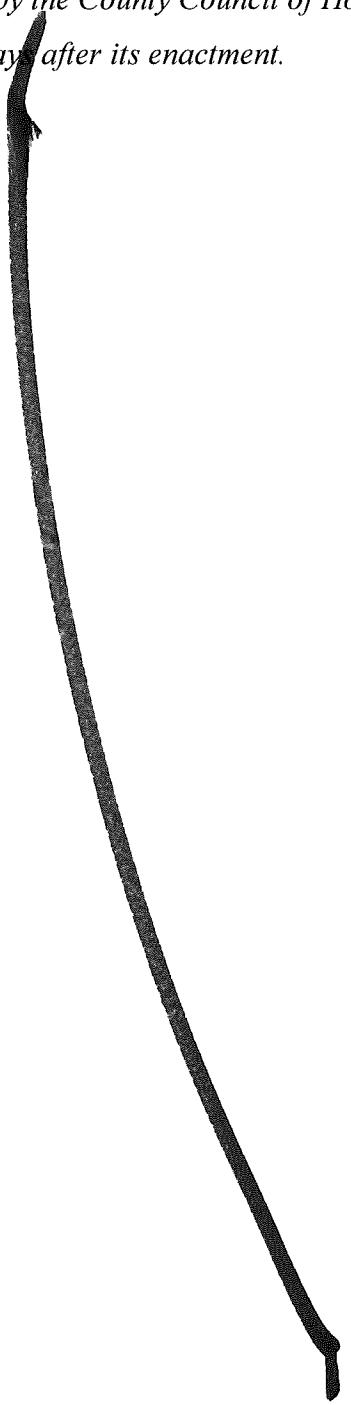
18       **Section 17.412. Penalties.**

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.*



Amendment No. 3 to Council Bill No. 67-2025

BY: The Chairperson at the request  
of the County Executive

Legislative Day No. 15  
Date: November 3, 2025

Amendment No. 3

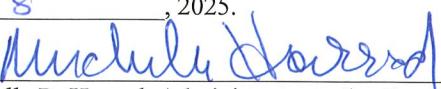
*(This amendment removes redundant language related to deceptive trade practices. This amendment also makes changes to the examples of deceptive trade practices by:*

1. *Clarifying that the list of examples of making or enforcing unconscionable contract terms is not exhaustive and*
2. *Clarifying what is meant by “passing off” goods and services.)*

- 1 On page 6, in line 23, strike “, ACTS OF OMISSION, ACTS OF”.
- 2
- 3 On page 6, in line 24, strike “COMMISSION, AND CONDUCT CAUSING A LIKELIHOOD OF
- 4 CONFUSION”.
- 5
- 6 On page 9, in line 28, strike “NON-INCLUSIVE” and, in the same line, after “CONSIDERED”, insert
- 7 “INCLUDING, WITHOUT LIMITATION”.
- 8
- 9 On page 10, in line 25, strike “PASSING OFF” and insert “MISREPRESENTING”.

BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on  
December 8, 2025.

  
\_\_\_\_\_  
Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michelle R. Harrod, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Michelle R. Harrod, Administrator to the County Council