

PRE-COMPLAINT DISPOSITION AGREEMENT

This Agreement made this 3 day of March, 2024, by and between Wadie Amoah, former Loan / Insurance Underwriter II, Single-Family Lending, Department of Housing and Community Development, and Katherine P. Thompson, Staff Counsel to the State Ethics Commission (hereinafter "Staff Counsel").

The State Ethics Commission ("the Commission") is the executive agency of the State of Maryland established by Chapter 513, Acts 1979 for the purpose of enforcing the Maryland Public Ethics Law (General Provisions Article, Title 5, Annotated Code of Maryland), (hereinafter "the Ethics Law") including the provisions of Subtitle 5, Conflicts of Interest.

AGREED STATEMENT OF FACTS

1. Wadie Amoah was, at all times relevant to this matter, employed by the Department of Housing and Community Development ("DHCD"), an executive agency of the State of Maryland, and an employee subject to the conflicts of interest provisions of the Ethics Law.
2. Mr. Amoah was employed as Loan / Insurance Underwriter II for Single-Family Lending for DHCD. According to the website for DHCD, "The BeSMART Home Loan Program provides financing to improve the energy efficiency and comfort of your home."
3. Section 5-506(a)(1)(i) of the Ethics Law prohibits a State employee or official from intentionally using the prestige of his or her office for his or her own private gain or that of another. The Commission, through its published opinions, has interpreted the prestige provision to mean that State employees should not use any State resources, such as State computers, State-issued email accounts, or State time for activities unrelated to their State duties. (Op. No. 08.01).
4. In October 2023, DHCD made a referral to the Commission for potential violations of the Ethics Law by Mr. Amoah. The Commission placed this matter on the docket at its meeting on November 16, 2023, and directed Staff Counsel to conduct a preliminary inquiry. Staff Counsel and other Commission staff spent numerous hours reviewing documents for this inquiry. Mr. Amoah departed State service on May 3, 2023.
5. Mr. Amoah, in his capacity as Loan / Insurance Underwriter II for Single-Family Lending for DHCD, conducted activities related to personal matters, which were transmitted through his State-issued email account using his State computer, while on the job. The activities conducted by Mr. Amoah include preparing Individual Income Tax Returns and other documents associated with his private business entity as a tax preparer and a realtor.

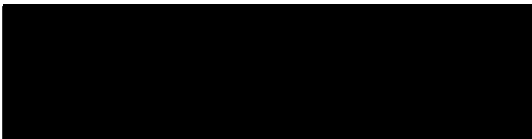
6. Mr. Amoah has been forthright in his cooperation of Staff Counsel's review of this matter.
7. Mr. Amoah is voluntarily entering into this Agreement to admit certain violations of the Ethics Law, to accept certain sanctions, and to resolve the matter now pending against him without the issuance of a complaint and a hearing before the Commission.
8. Mr. Amoah has been represented throughout these proceedings by counsel, Abbas S. Sadiq, Esquire, as indicated by his signature on this Agreement.

NOW THEREFORE, in consideration of the agreed facts contained herein, and effective on the date of the Commission's acceptance of the terms of this Agreement, Wadie Amoah and Katherine P. Thompson, Staff Counsel, agree as follows:

- A. Mr. Amoah admits that using State resources to conduct activities unrelated to his State position is a violation of the prohibition against using the prestige of one's office for their private gain or that of another contained in § 5-506(a)(1)(i) of the Ethics Law.
- B. Mr. Amoah understands that violations of the conflicts of interest provisions of the Ethics Law may result in civil fines pursuant to § 5-902 of the Ethics Law. Mr. Amoah further agrees to pay, in lieu of potential fines, the sum of ONE HUNDRED and no/100 DOLLARS (\$100.00) for the above admitted violations of the Ethics Law. That said sum will be paid by check or money order payable to the "State of Maryland" in care of the Commission on or before March 15, 2024. The fee shall be distributed to the Fair Campaign Financing Fund established under § 15-103 of the Fair Campaign Finance Article. If the fee is not paid, it is agreed that the matter will be transferred to the Maryland State Central Collection Unit for the purpose of collecting the monies owed.
- C. This Agreement will serve as a reprimand to Mr. Amoah effective the date of the Commission's acceptance of this Agreement.
- D. Mr. Amoah waives any formal proceedings and hearing in this matter (if the Commission accepts this Agreement) and agrees that acceptance of this Agreement by the Commission constitutes a final action and finding of violation by the Commission.
- E. Mr. Amoah further agrees that this Agreement and materials related to this matter are not subject to the confidentiality provisions of the Ethics Law and will be public information unless otherwise protected.

- F. Upon execution of this Agreement by Mr. Amoah, Staff Counsel will recommend that the Commission suspend any further proceedings against Mr. Amoah.
- G. In the event the Commission declines to accept this Agreement, both Mr. Amoah and Staff Counsel are relieved of their respective obligations hereunder, and neither this Agreement, nor any admission it may contain, shall be admissible in any subsequent proceeding by the Commission.
- H. That Mr. Amoah and Staff Counsel are entering into this Agreement for the sole purpose of resolving the matters involved in the Commission's preliminary inquiry into this matter and for no other purpose.

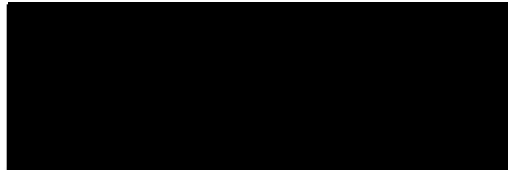
IN WITNESS WHEREOF, Wadie Amoah and Katherine P. Thompson, Staff Counsel, State Ethics Commission, have hereunto set their hands.



Katherine P. Thompson, Staff Counsel
State Ethics Commission
45 Calvert Street, 3rd Floor
Annapolis, Maryland 21401
(410) 260-7770

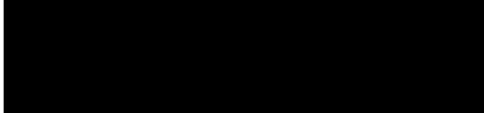


Wadie Amoah



Abbas S. Sadiq, Esquire
The Law Office of Abbas S. Sadiq,
Esquire, LLC
12154 Darnestown Road, Suite 252
Gaithersburg, Maryland 20878

Accepted by the Commission



Craig D. Roswell, Chair
for the Commission

Date: April 4, 2024