

AGGREGATE AMOUNT OF COSTS AND EXPENSES WHICH HAVE BEEN REASONABLY INCURRED BY THE PERSON GUARANTEED FOR OR IN CONNECTION WITH THE ACTION FILED. THESE COSTS AND EXPENSES SHALL INCLUDE ATTORNEY'S FEES BASED ON ACTUAL TIME EXPENDED, UNLESS THE COURT FINDS THAT AN AWARD OF ATTORNEY'S FEES WOULD BE INAPPROPRIATE.

(3) THE PERSON GUARANTEED IS NOT ENTITLED TO COSTS AND EXPENSES IF:

(i) THE GUARANTOR AFFORDS THE PERSON GUARANTEED A REASONABLE OPPORTUNITY TO SETTLE INFORMALLY IN ACCORDANCE WITH SUBSECTION (A) OF THIS SECTION; AND

(ii) THE PERSON GUARANTEED FAILS TO SO SETTLE.

REVISOR'S NOTE: This section presently appears as Art. 83, §176.

In subsection (a) of this section, for purposes of brevity and conformity, the term "guaranty dispute" is substituted for "consumer disputes related to guaranties."

Subsection (c) (3) of this section has been reworded to conform to the fact that under subsection (a) it is within the power of the guarantor to establish informal settlement procedures and that not all guarantors may have established such a procedure.

The only other changes are in style.

14-408. SERVICE CONTRACTS AND DESIGNATION OF REPRESENTATIVES PERMITTED.

(A) SERVICE CONTRACT.

IN ADDITION TO MAKING A GUARANTY, THE GUARANTOR MAY SELL A SERVICE CONTRACT AT THE TIME OF THE SALE OR AT ANY OTHER TIME TO THE PERSON GUARANTEED.

(B) DESIGNATION OF REPRESENTATIVE.

THE GUARANTOR MAY DESIGNATE A REPRESENTATIVE TO PERFORM HIS DUTIES UNDER THIS SUBTITLE. HOWEVER, THIS DESIGNATION DOES NOT RELIEVE THE GUARANTOR OF HIS DUTIES TO THE PERSON GUARANTEED.

REVISOR'S NOTE: Subsection (a) of this section presently appears as Art. 83, §173. The present reference to a service contract "in lieu of" a guaranty is deleted as non