

substituted for the former references "administrative adjudicatory proceeding" and "administrative proceedings", for clarity. See 68 Op. Att'y Gen. ____ (1983) [Op. No. 83-028 (July 1, 1983)].

In subsection (c)(3) of this section, the phrase "does not result in" is substituted for the former clauses "[t]he small business prevails in that action", "[a] small business is considered to prevail in any action in which", and "[a] small business may not recover ... when the parties have executed", for brevity.

In subsection (c)(3)(i) of this section, the phrase "of the business" is added to modify the word "liability", for clarity.

In subsection (c)(3)(iii) of this section, the former phrase "while not stipulating liability or violation" is deleted as misleading since subsection (c)(3)(iii) of this section presumably is meant also to apply if the settlement agreement does stipulate liability.

In subsection (e)(3) of this section, the word "delayed" is substituted for the former word "protracted", for clarity.

Also in subsection (e)(3) of this section, the word "unduly" is deleted as surplusage.

Also in subsection (e)(3) of this section, the word "final", which formerly modified the word "resolution", is deleted as unnecessary.

In subsection (f) of this section, the former, specific reference to a "budget amendment" is deleted as unnecessary in light of the reference "as provided in the State budget". See revisor's note to § 2-407 of this article.

In subsection (g)(1) of this section, the former clause "notwithstanding that the small business prevailed on the merits of the agency action brought against it" is deleted as misleading since the business may be awarded litigation expenses only if the business prevails on the merits.

Defined terms: "Agency" § 10-201
"Contested case" § 10-201
"Includes"; "including" § 1-101

GENERAL REVISOR'S NOTE:

As to appointment of interpreters in certain contested cases, see Art. 30, § 1 of the Code.