

45 DAYS AFTER PAYMENT WOULD HAVE BEEN DUE UNDER THE CONTRACT IF THE CONTRACT HAD NOT BEEN TERMINATED.

129.

(A) A PRINCIPAL WHO FAILS TO COMPLY WITH THE PROVISIONS OF § 128 OF THIS SUBTITLE SHALL BE LIABLE IN A CIVIL ACTION FOR EXEMPLARY DAMAGES IN AN AMOUNT THAT DOES NOT EXCEED 3 TIMES THE AMOUNT OF THE COMMISSIONS OWED TO THE SALES REPRESENTATIVE IF THE PRINCIPAL IS FURNISHED AT LEAST 10 DAYS PRIOR WRITTEN NOTICE OF THE SALES REPRESENTATIVE'S INTENT TO FILE A CIVIL ACTION FOR EXEMPLARY DAMAGES.

(B) A PRINCIPAL AGAINST WHOM EXEMPLARY DAMAGES ARE AWARDED SHALL PAY THE SALES REPRESENTATIVE'S REASONABLE ATTORNEY'S FEES AND COURT COSTS.

130.

ANY PROVISION IN A CONTRACT BETWEEN A SALES REPRESENTATIVE AND A PRINCIPAL PURPORTING TO WAIVE A PROVISION OF THIS SUBTITLE SHALL BE VOID.

131.

A PERSON WHO MAINTAINS OR DEFENDS A PROCEEDING BROUGHT UNDER THIS SUBTITLE SHALL BE SUBJECT TO THE MARYLAND RULES OF PROCEDURE REGARDING BAD FAITH OR AN UNJUSTIFIED PROCEEDING.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 1988.

Approved May 27, 1988.

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CHAPTER 772

(Senate Bill 736)

AN ACT concerning

Civil Actions - Occupational Disease

FOR the purpose of altering the causation requirement relating to the statute of limitations for an action for damages arising out of an occupational disease; clarifying the scope of injury, resulting from an occupational disease, for which an action for damages may be brought; providing for the application of this Act; and generally relating to actions for damages arising out of an occupational disease.