

(3) HOWEVER, THE BUYER MAY NOT BE UNJUSTLY ENRICHED BY EXERCISING A REMEDY UNDER THIS SUBSECTION.

(B) ACTION TO RECOVER DAMAGES.

A BUYER MAY SUE FOR DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, IF THE BUYER IS INJURED BY:

(1) A VIOLATION OF THIS SUBTITLE; OR

(2) THE SELLER'S BREACH OF A CONTRACT TO BUY A BUSINESS OPPORTUNITY.

(C) INJUNCTION.

ON COMPLAINT THAT A SELLER HAS VIOLATED THIS SUBTITLE, THE CIRCUIT COURT MAY ENJOIN THE SELLER FROM FURTHER VIOLATION.

(D) REMEDIES ADDITIONAL TO OTHER REMEDIES.

THE REMEDIES IN THIS SECTION ARE IN ADDITION TO ANY OTHER REMEDY PROVIDED BY LAW OR IN EQUITY.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 56, § 413.

In subsection (b)(2) of this section, the former reference to "any obligation arising" from a contract to buy a business opportunity is deleted as surplusage.

Defined terms: "Business opportunity" § 14-101

"Buyer" § 14-101

"Seller" § 14-101

14-127. FALSE OR MISLEADING STATEMENT OR OMISSION OF MATERIAL FACT.

(A) PROHIBITED ACT.

A SELLER MAY NOT WILLFULLY MAKE A FALSE OR MISLEADING STATEMENT OF A MATERIAL FACT IN A DISCLOSURE STATEMENT OR AMENDMENT TO IT OR WILLFULLY OMIT A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS IN A DISCLOSURE STATEMENT NOT MISLEADING.

(B) PENALTY.

A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A FELONY AND, ON CONVICTION, IS SUBJECT FOR EACH VIOLATION TO A FINE NOT EXCEEDING \$10,000 OR IMPRISONMENT NOT EXCEEDING 5 YEARS OR BOTH.

REVISOR'S NOTE: This section is new language derived without substantive change from former Art. 56, § 415(b).