

325G.34 LIMITS ON REMEDIES.

Subdivision 1. **Penalties.** In any proceeding in which civil penalties are claimed from a party for a violation of section 325G.31, it is a defense to the claim that the party made a good faith and reasonable effort to comply with section 325G.31.

Subd. 2. **Attorney's fees.** A party who has made a good faith and reasonable effort to comply with section 325G.31 shall not be assessed attorney's fees or costs of investigation in an action for violating section 325G.31.

Subd. 3. **Class action attorney's fees.** In any class action or series of class actions which arise from the use by a person of a particular consumer contract found to violate section 325G.31, the amount of attorney's fees and costs of investigation assessed against that person and in favor of the consumer class or classes may not exceed \$10,000.

Subd. 4. **Limits on consumer actions.** Violation of section 325G.31 is not a defense to a claim arising from a consumer's breach of a consumer contract or to an action for eviction. A consumer may recover actual damages caused by a violation of section 325G.31 only if the violation caused the consumer to be substantially confused about the rights, obligations or remedies of the contract.

Subd. 5. **Statute of limitations.** Any claim that a consumer contract violates section 325G.31 must be raised within six years of the date the contract is executed by the consumer.

History: 1981 c 274 s 6; 2003 c 2 art 2 s 3