

# COMMON MASSACHUSETTS STATUTES OF LIMITATIONS



## An overview of the limitations periods for several common civil and commercial claims in Massachusetts.

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The Jacobs Law, LLC  
“Your Attorneys for Life &  
Business”®

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One of the most important things that an individual looking to bring a lawsuit in any jurisdiction must be aware of is the statute of limitations – the time limit a party has to file a claim – for the particular claim. These time limits are generally based on the legal claim (or crime) involved and are different from state to state. Claims based on federal law (for example, patent infringement or claims by or against a federal agency) are also governed by their own statutes of limitations.

Statutes of limitations start on the date they “accrue.” Accrual is generally when the claim arises or when a party learns or should have learned about the subject injury or wrong. When a statute of limitation has run, or expired, the party is no longer able to file a lawsuit based on the claim.

Below, you will find several of the most common statutes of limitations for Massachusetts civil claims, with an emphasis on commercial claims. This is only a quick reference, limitations and other rules may change at any time, so it is important to check the relevant statutes and case law.

If you have a business or private cause of action, contact the experienced attorneys at The Jacobs Law, LLC, for guidance on how to initiate a claim in Massachusetts or Federal Court.

# Common Massachusetts Statutes of Limitations.



## Civil Claims

### Breach of Contract

- Express/Implied Contracts. **6 Years** (*M.G.L. c. 260, §2*)
- Contracts for sale of goods (UCC). **4 Years** (*M.G.L. c. 106, § 2-725(1)*)
- Contracts under seal. **20 Years** (*M.G.L. c. 260, §1*)
- **Accrual:** Generally accrues at the time the contract is breached. However, when the breach is not discovered because it is “inherently unknowable,” the date of accrual occurs when the party knows or should have known of the breach.

### Breach of Warranty

- Claims based on a contract for the sale of goods (UCC). **4 Years** (*M.G.L. c. 106, § 2-725(1)*)
- Personal Injury claims based on the sale of goods (UCC). **3 Years** (*M.G.L. c. 106, §2-318*)
- **Accrual:** For UCC claims, accrual occurs when delivery is tendered. For personal injury claims based on breach of warranty, accrual occurs on the date of the injury occurs

### Collection of Debts

- **6 Years** (*M.G.L. c. 260, §2*)
- **Accrual:** on the date of the statement on the account.

### Consumer Protection

(*M.G.L. c. 93A claims*)

- **4 Years** (*M.G.L. c. 260, §5A*)
- **Accrual:** on the date of the injury or wrong.

### Conversion

- **3 Years** (*M.G.L. c. 260, §2A*)
- **Accrual:** on the date of conversion or when the plaintiff learns of or should have reasonably learned of the wrong.

### Employment Claims

- Non-payment of wages. **3 Years** (*M.G.L. c. 149, §§27, 150*)
- Overtime statute. **2 Years** (*M.G.L. c. 151, § 20A*)
- Discrimination claims. **300 Days** to file with Massachusetts Commission Against Discrimination (MCAD), then **3 Years** to file an action (*M.G.L. c. 151B, §§ 5, 9*)
- Retaliation under the Whistleblower statute. **2 Years** (*M.G.L. c. 149, §185(d)*)
- Worker’s Compensation. **4 Years** (*M.G.L. 152, §41*)
- **Accrual:** On the first date of non-payment or overtime, or the date of retaliation or discrimination, or when the employee first learned of his/her disability to work for worker’s comp.

### Enforcing Court Judgment

- **20 Years** (*M.G.L. c. 260, §20*)
- **Accrual:** Date that final judgment has entered. Meaning, that the judgment was entered and the time for appeal has passed or the final judgment on appeal.

### Fraud

- **3 Years** (*M.G.L. c. 260, §4*)
- **Accrual:** on the date the fraud occurred or when plaintiff learns of it.

### Legal/Medical Malpractice

- **3 Years** (*M.G.L. c. 260, §4*)
- **Accrual:** on the date the malpractice occurs, or when the plaintiff learns or should have learned of it.
- **Statute of Repose:** for med. mal claims, sets the maximum amount of time an individual can bring a med. mal. claim, irrespective of when he or she learns of the injury, to **7 Years** from the date of injury. However, does not apply when claims made for foreign objects left inside a patient.

### Libel / Slander

- **3 Years** (*M.G.L. c. 260, §2A*)
- **Accrual:** on the date the libel or slander occurs or when the plaintiff learned or should have learned of it.

### Negligence

- **3 Years** (*M.G.L. c. 260, §2A*)
- **Accrual:** on the date of occurrence, or when the prospective plaintiff learned or should have learned of it.

### Personal Injury (Torts)

- **3 Years** (*M.G.L. c. 260, §2A*)
- **Accrual:** on the date of the injury, or when the claimant knew or reasonably should have known about the injury.

### Property Damage

- **3 Years** (*M.G.L. c. 260, §§2A, 4*)
- **Accrual:** on the date the damage occurred or upon discovery.

### Third-Party Contribution

- **1 Year** (*M.G.L. c. 231B, §3(c)*)
- **Accrual:** on the date the judgment becomes final.

### Wrongful Death

- **3 Years** (*M.G.L. c. 229, §2*)
- **Survival Action:** the time which the deceased could have brought the claim, or **2 Years** after estate disbursed.
- **Accrual:** upon death or when estate administrator should have known of the factual basis for the claim.

## Business/Commercial Claims

### Breach of Contract

- Same time periods as civil claims.
- See Above.

### Breach of Fiduciary Duty

- **3 Years** (*M.G.L. c. 260, §2A*)
- **Accrual:** on the date the breach occurred or the date of discovery.

### Commercial Disparagement / Corporate Defamation

- Generally treated as a tort.
- **3 Years** (*M.G.L. c. 260, §2A*)
- **Accrual:** on the date the allegedly defamatory or disparaging statement was published.

### Shareholder Derivative / Direct Suit

- Depends on the type of claim made against the corporation. For example, a shareholder derivative suit based on an officer's breach of fiduciary duty, is 3 years.
- **Accrual:** on the date when a disinterested shareholder or director learns of the wrong.

### Trademark Infringement

- **3 Years** for torts (*M.G.L. c. 260, §2A*) or **4 Years** if the claim is based on a violation of Massachusetts's Consumer Protection Act (*M.G.L. c. 260, §5A*)
- **Accrual:** on the date of infringement or upon reasonable discovery.

# Special Notice Requirements

Certain claims, by statute, require the prospective plaintiff to serve formal notice on a defendant before an action can be commenced. The time frame which a plaintiff must wait from serving notice until he or she can file a complaint varies depending on the type claims made. The information required to be in the notice also varies. Some of the most common claims requiring special notice are below.

## Consumer Protection Actions

- Claims by an individual against a corporation or business for unfair or deceptive acts or practices (*M.G.L. c. 93A, §9*) requires the plaintiff to give notice to the business **30 days** before the plaintiff may commence a civil action.

## Massachusetts Tort Claims Act

- Negligence actions against the Commonwealth for actions of a public employee working within their scope of employment (*M.G.L. c. 258*) requires **Presentment** of the claim within 2 years from the date of the accident.
- **Presentment** is formal notice of an intent to file suit to the office of the Attorney General of Massachusetts.

## Medical Malpractice

- Notice must be given to the healthcare provider being sued **182 Days** before a med. mal. complaint can be filed (*M.G.L. c. 231, §60L*).
- Provider must give a written response within **150 Days** or receiving plaintiff's notice.

## Road Defects

- Claims against government body for injuries or loss resulting from defects in public roads (*M.G.L. c. 84, §15*) require notice to the government being sued, within **30 days** from the date of the accident.

## Shareholder Derivative Suits

- Shareholder must make demand on the board of directors for the relief sought in the complaint, unless the shareholder can show that such demand would be futile.

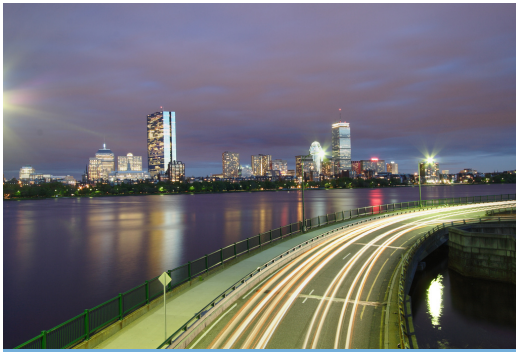
# Other Rules

## Discovery Rule

- Inherently unknowable claims do not accrue until the individual knows or should have reasonably discovered the injury or wrong.

## Fraudulent Concealment

- If a potential claim is fraudulently concealed from the potential plaintiff, the statute of limitations is tolled until the date of discovery (*M.G.L. c. 260, §12*).



The knowledgeable attorneys at The Jacobs Law will take the time to work with you in any civil or business matter that may arise.

The Jacobs Law, LLC is a Boston-based business and intellectual property law firm that provides high-quality legal services to businesses, entrepreneurs, and individuals. Our Boston Business Lawyers handle business-related legal matters including business entity formation and registration, financing, contract drafting and review, and intellectual property rights, technology transfer, and commercialization. Our clients include a wide-range of businesses and entrepreneurs (a) starting a new business, (b) securing, monitoring and enforcing intellectual property rights related to patents, trademarks and copyrights, (c) expanding into new markets, and (d) entering into contractual arrangements with other businesses, vendors, distributors, franchisees, consumers and manufacturers. We also advise and represent clients in business-related legal disputes from the inception of a dispute to alternative dispute resolution (mediation / arbitration / negotiation) to litigation.

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