

I signed a general release effective in Massachusetts, can I now bring a claim against the party I gave the release to?

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Answer: Probably not.

Although any release must be assessed with consideration of all the facts and its particular language, the idea behind a general release is that the party providing it releases all claims, not just the claim or claims the parties were disputing initially, whether known or unknown at the time of execution. Radovsky v. Wexler, 273 Mass. 254, 257 (1930). Understand, generally, when you sign a general release you are not permitted to raise claims that existed at the time of execution at a later time. This means that if you learn later that you had a claim against that entity, no matter the value or damage to you, it is lost.

However, rarely, and this author stresses rarely, the Supreme Judicial Court of Massachusetts has allowed plaintiffs to bring a claim that was otherwise included in a general release. Such an event occurred in *Crocker v. Townsend Oil Company, Inc.* when the plaintiffs brought an employment overtime claim against a former employer after the plaintiffs executed a general release. Crocker v. Townsend Oil Company, Inc., 464 Mass. 1 (2012). In that case, the court recognized its “policy concerning the broad enforceability of general releases” but had to balance it against specific statutory language in the Massachusetts Wage Act and its recognized “strong statutory protection for employees and their right to wages.” Id. at 12-13. The court ruled that any release of Wage Act claims must be “plainly worded and understandable to the average individual and . . . specifically refer to the rights and claims under the Wage Act [for it to be effective to release Wage Act claims].” Id. at 14. It found the general release at issue in *Crocker* did not release the plaintiffs’ claims. Id. at 15.

Before you believe that you may enjoy the same victory the plaintiffs did in *Crocker*, realize that the plaintiffs in that case had a very strongly worded statute and public policy in their favor. It was unique.

The important lesson is to realize what is at stake when signing a general release and that in most cases the general release will be enforced. To ensure that you understand what rights are being released when presented with a release, it is recommended that one engage a competent attorney to get the advice you need.

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