

Statutes of Limitations Under ERISA

ERISA contains no express statute of limitations for actions brought under §502(a), except for breach of fiduciary duty actions. Under ERISA §413, a cause of action to redress a breach of fiduciary duty must be commenced as follows:

No action may be commenced under this title with respect to a fiduciary's breach of any responsibility, duty or obligation under this part, or with respect to a violation of this part, after the earlier of

- (1) Six years after (A) the date of the last action which constituted part of the breach or violation, or (B) in the case of an omission, the latest date on which the fiduciary could have cured the breach or violation or;
- (2) Three years after the earliest date on which the plaintiff had actual knowledge of the breach or violation;

Except that in the case of fraud or concealment, such action may be commenced not later than six years after the date of discovery of such violation.

No applicable statute of limitation for benefit claims brought under §502(a)(1)(B) and courts apply the most analogous state statute of limitations. Most courts adopt the state statute of limitations that governs written contracts action. A few courts have adopted statute of limitations covering actions for breach of employment contracts or for the recovery of wages.

For benefit claims based on the terms of the plan, the courts have almost uniformly held that the most analogous state statute of limitations is to be applied to test the timeliness of the action.

State	Pension Benefit Rule	Citation
Alabama	6 years, contract action	<u>Hollingshead v. Burford Equip. Co.</u> , 747 F.Supp. 1421 (M.D. Ala. 1990)
Alaska	6 years, contract action	<u>Trustees for Alaska Laborers-Constr. Indus. Health and Sec. Fund v. Ferrell</u> , 812 F. 2d 512, 517 (9 th Cir. 1987)
Arizona	6 years, written contract action	<u>Elgin v. Great-W. Life Assurance Co.</u> , 786 P.2d (Ariz. Ct. App. 1990)
Arkansas	5 year, written contract action ¹ , unless otherwise stipulated in contract and stipulated time is not “unreasonably short” ² .	1. <u>Bennett v. Federated Mut. Ins. Co.</u> , 141 F. 3d 837, 838 (8 th Cir. 1998); 2. <u>Ferguson v. Order of United Commercial Travelers of Am.</u> 307 Ark. 425, 821 S.W.2d 30 (1991);
California	4 years, contract action	<u>Schendel v. Pipe Trades Dist. Council No. 36</u> , 880 F.Supp. 710 (N.D. Cal. 1995)
Colorado	6 years, recover payments owed under contract (for unpaid contribution, rather than 3 year period for contracts)	<u>Trustees of Carpenters & Millwrights Health Benefits Trust v. Lillard & Clark Const. Co.</u> , 780 F. Supp. 738 (D. Col. 1990)
Connecticut	6 years, contract action	<u>Brunoli v. Fred Brunoli & Sons, Inc. Pension Plan</u> , 993 F.Supp. 66, 71 (D.Conn.1997)
Delaware	3 years, general statute	<u>Larry Rich v. ZENECA, Inc.</u> , 845 F.Supp. 162, 68 (D. Del. 1994)
District of Columbia	3 years, contract action	<u>Estate of Grant U.S News and World</u>

		<u>Report, Inc.</u> , 639 F. Supp. 342, 347048 (D.D.C. 1986)
Florida	2 years, recovery of wages applied to action for recalculation of pension benefits	<u>Gray v. Greyhound Retirement & Disability Trust</u> , 730 F. Supp. 415 (M.D. Fla. 1990)
Georgia	6 year, contract action	<u>Harrison v. Digital Health Plan</u> , 183 F.3d 1235 (11 th Cir.(Ga.), 1999)
Hawaii	1 year contract action	<u>Hawaii Carpenters' Trust Funds v. Waiola Carpenter Shop, Inc.</u> , 627 F.Supp. 237, 6 (D.Hawai'i, , 1985)
Idaho	2 years contract action	<u>Bilow v. Preco, Inc.</u> , 132 Idaho 23, 966 P. 2d 23
Illinois	10 years, written contract action	<u>Daill v. Sheet Metal Workers' Local 73 Pension Fund</u> , 100 F.3d 62 (7 th Cir. 1996).
Indiana	2 years contract action	<u>Hatcher v. Hauptert</u> , 655 N.E. 2d 1229
Iowa	10 years, breach of written contract (NLRA case under §302)	<u>McCart v. Hartzer</u> , 1978 U.S. Dist. LEXIS 14091; 85 Lab. Cas. (CCH) P10, 959, November 30, 1978
Kansas	5 years, written contract action	<u>Columbian Fin. Corp. v. Businessmen's Assurance Co.</u> , 743 F. Supp. 772 (D. Kan. 1990)
Kentucky	5 year contract action	<u>Whitley v. Mammoth Life and Accident Ins. Co.</u> , 273 S.W. 2d 42
Louisiana	10 years, personal contract actions	<u>Hall v. National Gypsum Co.</u> , 105 F.3d 225 (5 th Cir. 1997)
Maine	6 years, contract	<u>Burke v. Hamilton</u>

	action	<u>Beach Division, Scovill Mfg. Co.</u> (1981) Me., 424 A. 2d 145
Maryland	3 years, contract action	<u>Dameron v. Sinai Hosp. Of Baltimore</u> , 815 F.2d 975 (4 th Cir. 1987)
Massachusetts	6 years, contract action	<u>Greene v. K-MART Corp. Empls. Retirement Pension Plan</u> , 1986 U.S. Dist. LEXIS 15985
Michigan	6 years, written contract actions (§502(a)(1)(B) claim)	<u>Nolan v. Aetna Life Ins. Co.</u> , 588 F. Supp. 1375 (E.D. Mich. 1984)
Minnesota	2 years, period for claims for wages and fringe benefits	<u>Adamson v. Armco, Inc.</u> 44 F.3d 650 (8 th Cir. 1995).
Mississippi	7 years benefits for domestic judgments	<u>Carite v. Carite</u> , 2002 WL 1752833 (Miss. App.)
Missouri	10 years, written contract action	<u>Johnson v. State Mut. Life Assur. Co.</u> , 942 F2d 1260 (8 th Cir. 1991)
Montana	5 years contract action	<u>Willison v. Cahoon</u> , 55 P. 3d 419
Nebraska	5 years, breach of contract action	<u>Schroeder v. Phillips Petroleum Co.</u> , 970 F.2d 419 (8 th Cir. 1992)
Nevada	6 years contract action	<u>Grayson v. State Farm Mut. Auto Ins.</u> , 971 P. 2d 798
New Hampshire	3 years contract action	<u>Moulton-Garland v. Cableton Sys. Inc.</u> , 143 N.H. 540, 736 A. 2d 1219
New Jersey	6 years, contract action (rather than 2 years under state minimum wage law, for claim for delinquent	<u>Hotel & Restaurant Employees Welfare Fund v. Pub of N.J.</u> , 744 F. Supp. 91 (D.N.J. 1990)

	contributions)	
New Mexico	2 years, contract action	<u>State of New Mexico Public Employees Retirement Association v. Longacre</u> , 131 N.M. 156, 33 P. 3d 906
New York	6 years, contract action	<u>Miles v. New York State Teamsters Conf. Pension and Retirement Fund Employee Pension Benefit Plan</u> , 698 F.2d 593 (2d Cir. 1983)
North Carolina	3 years, contract action	<u>Wise v. Dallas & Mavis Forwarding Co.</u> , 753 F.Supp. 601 (W.D.N.C. 1991)
North Dakota	6 years contract action	<u>Snortland v. State of North Dakota</u> , 615 N.W. 2d 574
Ohio	15 years, contract action	<u>Meade v. Pension Appeals & Review Comm.</u> , 966 F.2d 190 (6 th Cir. 1992)
Oklahoma	5 years, written contract action	<u>Wright v. Southwestern Bell Tel. Co.</u> , 925 F.2d 1288 (10 th Cir. 1991)
Oregon	10 year statute of limitations	<u>Marriage of Menard and Menard</u> , 180 Or. App. 181, 42 P. 3d 359
Pennsylvania	4 years for not yet payable, anticipatory breach of contract; 3 years for pay status under Pennsylvania Wage Payment and Collection law.	<u>Gluck v. Unisys Corp.</u> , 960 F.2d 1168 (3d Cir. 1992)
Rhode Island	one year from date of abatement or dismissal of action to comply with statute and bring action again	<u>Serpa v. Amaral</u> , 635 A. 2d 1196
South Carolina	6 year period for	<u>Harvey v. S.Carolina</u>

	cause of action arising or occurring before April 5, 1988	<u>Dept. of Corrections</u> , 338 S.C. 500, 527 S.E. 2d 765
South Dakota	6 years, breach of an express or implied contract	<u>Anderson v. John Morrell & Co.</u> , 830 F.2d 872 (8 th Cir. 1987)
Tennessee	6 years, contract action	<u>Haynes v. O'Connell</u> , 599 F. Supp. 59 (E.D. Tenn. 1984)
Texas	4 years, breach of contract action	<u>Hogan v. Kraft Foods</u> , 969 F.2d 142 (5 th Cir. 1992)
Utah	8 years contract action	<u>Toone v. Toone</u> , 952 P. 2d 112
Vermont	6 years, contract action	<u>Maynard v. City of Burlington</u> , 149 Vt. 40, 537 A. 2d 995
Virginia	3 years of contract action	<u>Brown v. Harms</u> , 251 Va. 301, 467 S.E. 2d. 805
Washington	6 years, contract action	<u>Flanagan v. Inland Empire Electric Workers Pension Plan & Trust</u> , 3 F.3d 1246 (9 th Cir. 1993).
West Virginia	10 years, contract action-written any other contract express or implied, 5 years	<u>Adams v. Ireland</u> , 207 W. Va. 1, 528 S.E. 2d 197
Wisconsin	6 years, contract action (before ERISA but concept noted again in subsequent cases. See <u>Sussmann v. Gleisner</u> , 80 Wis. 2d 435 (Wisc. 1977))	<u>Estate of Schroeder v. Gateway Transp. Co.</u> , 53 Wis. 2d 59 (Wisc. 1971)
Wyoming	10 years, written contracts (delinquent contributions)	<u>Trustees of Wyoming Laborers Health and Welfare Plan v. Morgan & Oswood Constr. Co.</u> , 850 F.2d 613 (10 th Cir. 1988)