Breach of Contract and Commercial Disputes

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Civil Litigation
Appeals and Post-Trial Motions
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Overview

Enforcing Agreements and Protecting Business Interests

A signed contract is only as valuable as the willingness and ability to enforce it. When a counterparty fails to perform, refuses to pay, or disputes the terms of an agreement, the financial and operational consequences can escalate quickly. Whether a business is pursuing a breach claim or defending against one, the first strategic decisions often determine whether the matter resolves efficiently or becomes prolonged litigation.

Cohen Cleary represents businesses and individuals in breach of contract claims and commercial disputes throughout Massachusetts and Rhode Island, with active practice across New England. We handle matters ranging from straightforward non-payment disputes to complex multi-party commercial litigation, building each case around the client's specific business objectives and the practical realities of enforcement.

How We Help Clients Resolve Contract Disputes

Every contract dispute starts with a question our attorneys hear frequently: is this worth pursuing? We tell our clients that the answer depends on three things that have nothing to do with who is "right": the enforceability of the agreement, the collectability of a judgment, and the cost of getting there relative to the amount at stake. That analysis shapes everything that follows.

For clients pursuing breach claims, we move through a structured sequence: reviewing the agreement and its enforceability, assessing the strength and documentation of the breach, quantifying damages, and identifying the most efficient path to resolution. That path may begin with a demand letter and negotiation, proceed through mediation or arbitration if the contract requires it, and advance to litigation when necessary. For clients defending against breach claims, we evaluate the merits of the opposing party's position, identify affirmative defenses, and develop a strategy that limits exposure while protecting the client's ongoing operations.

The remedies available in a contract dispute extend beyond straightforward damages. Massachusetts courts may award specific performance, rescission, or consequential damages that reflect the broader business impact of a breach. We also pursue claims sounding in unjust enrichment and quantum meruit where a formal contract is absent, but one party has received a benefit at another's expense. We evaluate whether the contract itself contains an attorney's fees provision, which can significantly change the economics of litigation for both sides.

Winning a judgment, however, does not automatically produce payment. We advise clients early that collectability is as important as liability, and we build an enforcement strategy into the case from the outset. Where necessary, we pursue post-judgment remedies, including supplementary process, trustee process, and execution on assets, to ensure that a favorable judgment

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translates into actual recovery.

Why Choose Cohen Cleary's Breach of Contract Attorneys

At Cohen Cleary, our practice teams combine deep subject-matter experience with disciplined execution and responsive client service. We do not take a one-size-fits-all approach. Every matter is handled with careful preparation, clear communication, and a strategy tailored to the client's goals and the realities of the forum.

Clients choose Cohen Cleary because we deliver:

Practice-Focused Legal Experience

Our attorneys work in defined practice areas, allowing us to develop practical insight into the legal, procedural, and regulatory nuances that matter most in each case. This focus allows us to anticipate issues, avoid unnecessary delays, and position matters for efficient resolution.

Clear Guidance and Proactive Communication

We prioritize clarity at every stage. Clients receive straightforward explanations of their options, timely updates on developments, and practical advice grounded in real-world outcomes.

Strategic Advocacy with Trial Readiness

Whether a matter calls for negotiation, mediation, or litigation, our attorneys prepare every case with discipline and foresight. We pursue efficient resolution when possible and are fully prepared to advocate aggressively when necessary to protect our clients' interests.

Regional Knowledge and Local Presence

With offices throughout Massachusetts and experience across New England courts and agencies, we bring local insight and regional reach to every matter.

Client-Centered Service

We treat every matter with urgency and respect. Our clients rely on us for responsive service, sound judgment, and steady counsel through complex legal challenges.

In our contract litigation and commercial dispute work, this approach helps clients navigate enforcement, defense, and resolution with clarity, efficiency, and confidence.

Contract Litigation Strategy: From Assessment to Enforcement

The existence of a signed contract does not guarantee enforceability. Massachusetts courts regularly scrutinize whether consideration was adequate, whether terms were unconscionable, and whether the parties actually performed as the agreement required. The document is the starting point, not the finish line. Our attorneys approach every matter with that reality in mind, stress-testing the agreement itself before building the claim or defense around it. This prevents the costly surprise of investing in litigation only to discover that the contract has a fatal flaw.

Serving Businesses Across Massachusetts, Rhode Island,

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and New England

Cohen Cleary handles breach of contract and commercial dispute matters in Massachusetts and Rhode Island state and federal courts, with particular familiarity with the courts serving Taunton and Plymouth, including Bristol County Superior Court, Plymouth County Superior Court, and Norfolk County courts. Commercial dockets in Massachusetts move at different speeds depending on the court, and understanding those realities informs our strategic recommendations on venue, timing, and motion practice. The firm also actively represents clients in contract disputes throughout New England, bringing regional reach to matters that cross state lines or involve parties in multiple jurisdictions.

Discuss Your Contract Dispute with Cohen Cleary

If a breach of contract or commercial dispute is affecting your business or financial interests, the sooner you engage experienced counsel, the more options remain available. Contact Cohen Cleary to schedule a consultation. We will assess your position, explain the realistic range of outcomes, and recommend a strategy built around your specific objectives.

Frequently Asked Questions About Contract Disputes

What are the elements of a breach of contract claim in Massachusetts?

A breach of contract claim requires proof of four elements: a valid, enforceable agreement existed between the parties; the plaintiff performed its obligations under the agreement (or was excused from doing so); the defendant failed to perform one or more material obligations; and the plaintiff suffered damages as a direct result of that failure. Each element carries its own evidentiary burden, and defendants frequently challenge the validity or scope of the agreement itself.

Can I recover attorneys' fees in a contract dispute?

Massachusetts follows the "American Rule," meaning each party generally pays its own attorneys' fees unless a statute or contractual provision provides otherwise. If your contract contains a fee-shifting clause, the prevailing party may recover its legal costs. This is one reason we advise clients to review fee provisions carefully before signing any agreement. In disputes involving unfair or deceptive business practices, Massachusetts General Laws Chapter 93A may also provide a basis for recovering attorneys' fees.

Is a verbal agreement enforceable in Massachusetts?

Yes, oral contracts are generally enforceable in Massachusetts, though they are significantly harder to prove. The Statute of Frauds requires certain categories of agreements to be in writing, including contracts for the sale of real property, contracts that cannot be performed within one year, and agreements to pay the debts of another. For agreements not covered by the Statute of Frauds, testimony, emails, partial performance, and other evidence can establish the terms of an oral agreement.

What is the difference between breach of contract and unjust enrichment?

A breach of contract claim is based on a specific agreement between the parties, while unjust enrichment applies when no enforceable contract exists but one party has received a benefit at

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the other's expense under circumstances that make retention of that benefit unjust. Courts typically will not allow an unjust enrichment claim to proceed where a valid contract governs the same subject matter. We evaluate both theories early in a case to determine which provides the strongest path to recovery.

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