

# Consumer Fraud and Deceptive Practices

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## Overview

Consumers who have been defrauded or deceived by businesses often assume the loss isn't large enough to justify legal action. That calculation can shift significantly in states with strong consumer protection statutes. Massachusetts Chapter 93A, for example, allows successful claimants to seek double or treble damages and attorney's fees, which the Court may award in its discretion. Cohen Cleary represents individuals victimized by contractor fraud, auto dealer deception, false advertising, and other unfair business practices across Massachusetts and Rhode Island, pursuing the full range of remedies each state's consumer protection framework provides.

## Consumer Fraud Claims in Massachusetts: The Fine Print Does Not End the Conversation

Consumer fraud claims in Massachusetts do not end because a business buried a disclosure in fine print. Massachusetts courts have repeatedly held that deceptive conduct in the overall transaction can override technical disclosures hidden in contract language. Businesses that rely on fine print to excuse fraudulent behavior regularly lose that argument. If a company misrepresented a product, concealed material facts, or engaged in bait-and-switch tactics, a valid claim may exist regardless of what the paperwork says.

Chapter 93A of the Massachusetts General Laws provides one of the strongest consumer protection frameworks in the country. Successful plaintiffs can recover up to three times their actual damages, plus attorneys' fees and costs. That fee-shifting provision means that pursuing even modest claims is economically viable, because the wrongdoer, not the consumer, bears the cost of enforcement. The statute covers individual transactions and patterns of business conduct alike, and it does not require proof of intent to deceive.

## Holding Businesses Accountable for Fraud and Unfair Trade Practices

Consumer fraud takes many forms, and the businesses responsible for it rarely make accountability easy. Cohen Cleary pursues claims on behalf of individuals harmed by deceptive and unfair practices across a range of common scenarios:

### Auto Dealer Fraud

Odometer rollbacks, undisclosed accident history, yo-yo financing schemes, and misleading warranty representations. Massachusetts lemon law claims may also apply when a dealer sells a vehicle with undisclosed defects.

### Contractor Fraud

Failure to perform agreed work, use of substandard materials, abandonment of projects, and

deceptive cost escalation in home improvement contracts.

### False Advertising and Bait-and-Switch

Marketing claims that do not match the product or service delivered, including deceptive pricing and hidden fees.

### Debt Relief and Loan Modification Scams

Companies that collect upfront fees for services they never provide or that worsen the consumer's financial position.

### Unfair Trade Practices

Any business conduct that Massachusetts law deems unfair or deceptive under the Chapter 93A framework, including violations of industry-specific regulations that trigger automatic 93A liability.

Every engagement begins with a detailed review of the transaction, the communications involved, and the applicable statutory framework. Where the evidence supports a claim, we prepare and serve the mandatory 30-day demand letter required under Chapter 93A, Section 9, giving the business one opportunity to resolve the matter before a fraud lawsuit lawyer files suit on the client's behalf.

## Why Consumers Trust Cohen Cleary

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 consumer fraud work, this approach helps clients pursue accountability and recovery with clarity, efficiency, and confidence.

## The Chapter 93A Demand Letter: A Strategic Prerequisite

Before filing a consumer fraud lawsuit in Massachusetts, the law requires a written demand letter sent at least 30 days before suit. We tell our clients that this requirement is not merely procedural; it is a strategic tool. A well-crafted demand letter that identifies the deceptive conduct, quantifies the harm, and cites the applicable statutory provisions often produces a reasonable settlement offer without the cost and delay of litigation. Because the statute of limitations for Chapter 93A claims is four years from the date of the violation, early consultation with a Chapter 93A attorney preserves the full range of strategic options.

When a business refuses to respond in good faith or offers an unreasonable settlement, that refusal strengthens the consumer's position at trial. Massachusetts courts consider the adequacy of a defendant's response to a demand letter when determining whether to award treble damages.

## Serving Consumers Across Massachusetts and Rhode Island

Cohen Cleary represents consumers in fraud and deceptive practices claims from offices in [Taunton](#) and [Plymouth](#). Our deceptive practices lawyers handle matters in district and superior courts across southeastern Massachusetts, including Bristol County, Plymouth County, and Norfolk County. In Massachusetts, the choice between district and superior court often turns on the anticipated damages amount, and selecting the right forum at the outset can affect both the pace and cost of litigation. The firm also represents consumers under Rhode Island's Deceptive Trade Practices Act (R.I. Gen. Laws Ch. 6-13.1) in Rhode Island state courts, providing dual-jurisdiction coverage for clients across the region.

## Discuss Your Consumer Fraud Claim With Our Attorneys

If you believe a business has engaged in fraud or deceptive practices, contact Cohen Cleary to discuss your situation. Our attorneys will evaluate your claim, explain your options under Massachusetts and Rhode Island consumer protection law, and outline a clear path forward.

## Frequently Asked Questions About Consumer Fraud Claims

### What qualifies as consumer fraud or a deceptive practice under Massachusetts law?

Massachusetts Chapter 93A covers a broad range of unfair and deceptive business conduct. This includes false advertising, bait-and-switch tactics, concealment of material facts, fraudulent billing, and violations of industry-specific consumer protection regulations. The statute does not require proof of intent to deceive. If a business engaged in conduct that a

reasonable person would consider unfair or deceptive, a claim may exist.

### What damages can I recover in a Chapter 93A consumer fraud case?

If the court finds that the defendant's conduct was willful or knowing, it may award up to three times your actual damages (treble damages). In addition, prevailing plaintiffs recover their reasonable attorneys' fees and costs. This fee-shifting mechanism is one of the reasons Chapter 93A claims are economically viable even for losses that might otherwise seem too small to justify litigation.

### How long do I have to file a consumer fraud claim in Massachusetts?

The statute of limitations for Chapter 93A claims is four years from the date of the unfair or deceptive act. Because evidence can deteriorate and witnesses' memories fade over time, we advise clients to consult with a consumer fraud attorney as soon as they suspect they have been victimized. Early engagement also preserves the option of sending a timely demand letter.

### Do I need a written contract to bring a consumer fraud claim?

No. Chapter 93A protects consumers in a wide range of commercial transactions, whether or not a written contract exists. Consumers in Bristol County, Plymouth County, Norfolk County, and throughout Massachusetts can pursue claims based on oral misrepresentations, deceptive advertising, or fraud during a transaction. The absence of a contract does not shield a business from liability for unfair or deceptive conduct.