Wrongful Termination

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Wrongful Termination

Overview

Massachusetts and Rhode Island are both at-will employment states, but at-will employment carries more exceptions than most employees, and many employers, appreciate. Public policy protections, implied contract theories, anti-discrimination statutes, and retaliation prohibitions all create grounds for wrongful termination claims that exist independently of whether there was a written employment contract. The critical variables are timing and evidence preservation, both of which can determine whether a viable claim remains actionable. Cohen Cleary represents employees in Massachusetts and Rhode Island who have been terminated in violation of law, pursuing full remedies including back pay, front pay, emotional distress damages, and attorney's fees.

When "At-Will" Meets Its Limits

Massachusetts is an at-will employment state. Most employees know that much. What they do not know is how many exceptions that label conceals. Public policy protections, anti-retaliation statutes, implied contract obligations, and federal and state anti-discrimination laws all carve significant limits into an employer's termination authority. "At-will" does not mean "for any reason." It means "for any lawful reason." The distinction matters enormously when a job disappears the week after a safety complaint, the month after a pregnancy announcement, or the day after an employee refuses to participate in conduct that violates state law.

If you were terminated under circumstances that feel retaliatory, discriminatory, or otherwise unlawful, understanding whether your firing crossed a legal line is the critical first step. The at-will exception framework in Massachusetts is broader than most employees realize, and timing, documentation, and the specific legal theory that applies to your situation will shape every decision that follows.

How We Help Employees Fight Wrongful Termination

Cohen Cleary represents employees across Massachusetts and Rhode Island who have been wrongfully terminated in violation of law, public policy, or contractual protections, fighting for justice and compensation. Our approach begins with a detailed factual review designed to identify the strongest available legal theory and preserve the evidence that supports it.

Claim Identification and Evaluation

Not every unfair termination is an illegal one. We analyze the facts against applicable state and federal statutes to determine whether your termination gives rise to a viable wrongful discharge claim, whether grounded in discrimination, retaliation, breach of an implied or express contract, or violation of public policy.

Evidence Preservation and Development

Wrongful termination cases often depend on internal communications, performance records,

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and timing. We move quickly to preserve electronic evidence, identify witnesses, and document the sequence of events before employer records disappear or memories fade.

Demand, Negotiation, and Litigation

Many wrongful termination disputes are resolved through demand letters or pre-litigation negotiation. When they do not, we prepare cases for filing with the Massachusetts Commission Against Discrimination (MCAD), the Equal Employment Opportunity Commission (EEOC), or directly in state or federal court.

Damages Assessment

Recoverable damages may include lost wages and benefits, emotional distress, punitive damages in certain claims, and attorneys' fees. We evaluate the full scope of potential recovery at the outset so clients understand what is at stake before committing to a course of action.

Why Clients Choose 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 Employment and Labor Law work, this approach helps clients navigate wrongful termination claims with clarity, efficiency, and confidence.

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Deadlines, Filing Sequences, and Procedural Strategy

Every wrongful termination theory carries its own procedural requirements and filing deadlines. Discrimination claims under M.G.L. c. 151B requires a complaint with MCAD within 300 days of the adverse action. Federal Title VII claims follow EEOC timelines that may differ. Retaliation and public policy claims may proceed directly in court under different statutes of limitations. We tell our clients that the calendar starts running the day they are terminated, and the wrong filing sequence can foreclose otherwise strong claims. Our case preparation accounts for these overlapping deadlines from the first consultation, ensuring that no viable theory is lost to a procedural default.

Representing Those Wrongfully Terminated in Massachusetts

Cohen Cleary represents employees in wrongful termination matters from offices in Taunton and Plymouth, Massachusetts, serving clients across Bristol County, Plymouth County, and Norfolk County. Our attorneys regularly handle claims before MCAD, the EEOC, and in Massachusetts Superior Court, the U.S. District Court for the District of Massachusetts, and Rhode Island state courts. This consistent presence before local tribunals and agencies gives our team practical familiarity with filing requirements, scheduling patterns, and procedural expectations across southeastern Massachusetts and Rhode Island, allowing us to position cases efficiently from intake through resolution, with the capacity to serve clients throughout New England.

Discuss Your Wrongful Termination Claim With Cohen Cleary

If you believe your termination violated the law, contact Cohen Cleary for a consultation. Our employment attorneys will evaluate the facts of your situation, identify the legal theories that apply, and explain your options for pursuing compensation and accountability. Reach us through our offices in Taunton or Plymouth.

Frequently Asked Questions About Wrongful Termination

Can my employer fire me for any reason in Massachusetts?

Massachusetts follows at-will employment, meaning employers can generally terminate employees without cause. However, significant exceptions exist. Employers cannot fire employees for discriminatory reasons (race, gender, age, disability, and other protected characteristics), in retaliation for protected activity such as filing a complaint or reporting illegal conduct, in violation of public policy, or in breach of an express or implied employment contract. These exceptions create more grounds for wrongful termination claims than many employees realize.

What damages can I recover in a wrongful termination case?

Depending on the legal theory, recoverable damages may include back pay and lost benefits, front pay for future lost earnings, emotional distress damages, punitive damages in certain discrimination and retaliation claims, and attorneys' fees. The specific damages available

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depend on which statute or legal theory applies to your claim. Massachusetts law under Chapter 151B, for example, permits both compensatory and punitive damages for employment discrimination.

How long do I have to file a wrongful termination claim?

Deadlines vary by claim type. Discrimination claims under Massachusetts General Laws Chapter 151B must be filed with the Massachusetts Commission Against Discrimination within 300 days. Federal claims under Title VII follow EEOC filing deadlines. Breach of contract claims and public policy claims carry their own statutes of limitations, which may range from three to six years, depending on the theory. Missing these deadlines can permanently bar recovery, which is why prompt legal consultation after termination is essential.

Do I need a written contract to have a wrongful termination claim?

No. While a written employment contract can certainly support a wrongful termination claim, Massachusetts courts have recognized implied contract claims based on employee handbooks, personnel policies, and consistent employer practices that create reasonable expectations of continued employment. Separately, claims based on discrimination, retaliation, or public policy violations do not require any contract at all. These claims arise from statutory protections that apply regardless of the terms of your employment arrangement.

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