

Ex-Employee's Claim For Promised Extra Pay Time-Barred

PS&H employment partner, Alicia Samolis was asked by RI Lawyers Weekly to comment on the recent decision in *Daquay v. General Dynamics Electric Boat Corporation*, which hinged on the question of whether or not the plaintiff's claim was time-barred.

U.S. District Court Chief Judge William E. Smith found that a former employee of a federal contractor could not enforce the employer's alleged promise of something in return for his help obtaining \$850 million from the government. The Judge found that the reasonable period of time to seek compensation allegedly promised in 1979 ended well before 2007, when he he left his employment (and ten years before he filed his complaint).

Though not involved in the case, Alicia was quoted in the article published by Lawyers Weekly, giving some perspective on the Court's determination.

"What was striking was how long this employee waited to bring suit," Samolis said. "If this guy was expecting something in the way of compensation, he should have brought that up shortly afterwards with one of his supervisors." Samolis also pointed out that nothing occurred to toll the statute of limitations on the Company's end either. "If the company had strung him along with [even] vague promises of performance, that might have been enough to toll the limitations period."

Further making the employer-favorable decision an obvious one was the nature of the alleged promises, which Samolis characterized as "vague" adding that there "were no specifics as to the amount of compensation or the timing of payments."

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