



Sovereign Immunity Bars Misclassification Claims Against MBTA

Plaintiffs Craig Harrison (“Harrison”) and Barbara Ruchie (“Ruchie”) (collectively, “Plaintiffs”) provided information technology services to the Massachusetts Bay Transportation Authority (“MBTA”). They brought a claim against the MBTA for alleged violation of the independent contractor statute, G.L. c. 149, § 148B, claiming that they were misclassified as independent contractors and, therefore, were deprived of benefits available to MBTA employees. In the alternative, Plaintiffs sought to recover under an unjust enrichment theory, and Harrison also asserted a statutory retaliation claim.

The Superior Court (Salinger, J.) allowed the MBTA’s motion to dismiss. The court held that the statutory claims were barred by the doctrine of sovereign immunity. The court explained that it was “well established” that the MBTA shares the Commonwealth’s sovereign immunity, generally speaking, and nothing in the independent contractor statute nor the MBTA’s enabling act clearly and unequivocally waived that immunity for misclassification claims.

The court rejected Plaintiffs’ argument that § 148B, as a broad remedial statute, implicitly waived the MBTA’s sovereign immunity, stating that “the mere passage of a remedial statute that protects workers or citizens in general is not enough to waive sovereign immunity.”

The court was also not persuaded that language in the MBTA’s enabling statute stating that it may “sue and be sued” operated as a Legislative waiver of sovereign immunity with respect to any claim brought against the MBTA. Such an interpretation would be counter to case law from the Supreme Judicial Court holding that the MBTA would not be subject to tort liability without a clear waiver of sovereign immunity as to tort claims.

Sovereign immunity did not, however, bar the unjust enrichment claim, as that claim was quasi-contractual in nature and “the Commonwealth long ago waived its sovereign immunity against actions brought to enforce obligations it assumed through contracts.” Nevertheless, the court dismissed that equitable claim under Mass. R. Civ. P. 12(b)(6), on the grounds that the parties’ rights and obligations were defined by valid contracts.

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