

## **Rhode Island**

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Contract (written)—ten years, § 9-1-13(a)

Contract (oral)—ten years, § 9-1-13(a)

Sale of goods—four years, § 6A-2-725(1)

### **Cases Interpreting Statute of Limitations**

To be provided.

### **Borrowing Statute**

9-1-18. Effect of absence from state on limitations.

If any person against whom there is or shall be cause for any action, as enumerated in this chapter, in favor of a resident of the state, shall at the time the cause accrues be outside the limits of the state, or being within the state at the time the cause accrues shall go out of the state before the action is barred by the provisions of this chapter, and does not have or leave property or estate in the state that can be attached by process of law, then the person entitled to the action may commence the action, within the time before limited, after the person has returned into the state in such a manner that an action may, with reasonable diligence, be commenced against him or her by the person entitled to the action; provided, however, that no action shall be brought by any person upon a cause of action accruing outside this state which was barred by limitation or otherwise in the state, territory, or country in which the cause of action arose while he or she resided in the state.

### **Cases Interpreting Borrowing Statute**

Rhode Island's borrowing statute applies only when the cause of action "arose in the foreign state while **the plaintiff resided there.**" (emphasis added). *Martin v. Law Offices of Howard Lee Schiff, P.C.*, 2012 U.S. Dist. LEXIS 185752 (D.R.I. Dec. 10, 2012) citing *Pinkham v. Collyer Insulated Wire Co. Inc.*, No. 92-0426B, 1994 U.S. Dist. LEXIS 21490, 1994 WL 385375 \*19 (D.R.I. March 22, 1994).

A claim arises for nonpayment of a credit card account in the state where the creditor resides. *Martin v. Law Offices of Howard Lee Schiff, P.C.*, 2012 U.S. Dist. LEXIS 185752 (D.R.I. Dec. 10, 2012). Thus, where the creditor at default resided in Virginia, it is subject to Virginia's shorter limitations period. Note: the decision did not apply Rhode Island law in reaching its conclusion as to where the cause of action accrued.

### **Cases Interpreting Choice of Law Provisions in Contracts**

*Note: Rhode Island federal courts have rendered conflicting decisions.*

In an FDCPA case, court refused to import Virginia limitations period against a claim filed in Rhode Island on an unpaid credit card account finding that Rhode Island's interests outweighed

those of Virginia. *Fiorenzano v. LVNV Funding, LLC*, 2012 U.S. Dist. LEXIS 91405 (D.R.I. June 29, 2012).

In another FDCPA case concerning a credit card account originated by the same creditor as in *Fiorenzano*, the court found that Virginia had a more substantial interest and applied Virginia's three year limitations period. The court noted that although Rhode Island "does not automatically apply the statute of limitations of the forum state," it will engage in an "interest weighing" approach to resolve the issue. This requires the court to "look at the particular case facts and determine therefrom the rights and liabilities of the parties 'in accordance with the law of the state that bears the most significant relationship to the event and the parties.'" *Martin v. Law Offices of Howard Lee Schiff, P.C.*, 2012 U.S. Dist. LEXIS 185752 (D.R.I. Dec. 10, 2012) quoting *Cribb v. Augustyn*, 696 A.2d 285, 288 (R.I. 1997). The court noted that the debtor was an Oklahoma resident at the time the default occurred. "Thus, there is nothing to indicate that either party expected Rhode Island law to apply to a dispute regarding this credit card agreement either when the card was issued or when it first became delinquent."