



MATTHIESEN, WICKERT & LEHRER, S.C.
Hartford, WI ❖ New Orleans, LA ❖ Orange County, CA
❖ Austin, TX ❖ Jacksonville, FL ❖ Boston, MA
Phone: (800) 637-9176
gwickert@mw-law.com
www.mw-law.com

STATUTES OF LIMITATIONS FOR ALL 50 STATES

Statutes of limitations (SOL) are laws that limits the maximum time frame during which legal proceedings – civil or criminal – may be filed. It specifies a time period for commencing suit on a given claim that begins to run, or is triggered, when the cause of action accrues. When a cause of action “accrues” generally depends on the particular state involved, but it is usually when an accident occurs or when a claimant “discovers” the resulting injury. While a statute of limitations takes effect when a claim arises, a statute of repose bars the bringing of a suit after a set period of time, regardless of whether an injury occurred, or a claim has arisen. The time limit for bringing suit established by a statute of repose is triggered by a specified event, such as the substantial completion of an improvement to real property, the date a product was used, or the date a product was sold.

The purpose of a statute of limitations is to provide a level of protection for would-be defendants from unfair and/or stale legal actions filed after a long period of time. After a long period of time evidence relevant to the incident may be lost, discarded, or obscured and the memories of witnesses may have faded.

Statutes of repose are not the same as statutes of limitations, for which the clock starts ticking when the accident happens/cause of action accrues/plaintiff discovers the injury. Statutes of repose emphasize a defendant’s entitlement to be free of liability after a certain amount of time passes. It is a law that extinguishes a right of action after a specified period of time has elapsed, regardless of whether the cause of action has accrued. Courts generally find that statutes of repose begin to run without interruption once the triggering event occurs.

Statutes of repose in the construction world involve improvements to real property. The clock on most of these statutes begins to run from the date of “substantial completion” of a construction project. The definition of “substantial completion” varies from state to state, but in most states, a project is substantially complete when it can be used for its intended purpose. If a construction project is not absolutely complete, however, the remaining work or defects must be relatively minor and unimportant. The statute of limitations might give a homeowner four (4) years to file a construction defect claim against a builder or contractor after the defect is discovered. But if a state's statute of repose is seven (7) years from the time the construction is substantially completed, and the defect is not discovered until the fifth year, the building owner has only have two (2) years to file a claim.

Statutes of repose also come into play when product defects cause damage or injury. if a defective product first sold to a consumer more than ten years ago causes an injury, a ten-year statute of repose (that starts on the product's original date of purchase) might bar a claim even if the statute of limitations (which starts on the date of injury) does not.

All fifty (50) states currently have statutes of repose, varying in both the type of claim covered by the statute and the length of the repose period. Forty-six (46) states have a statute of repose which apply to actions involving real property design, engineering, and construction. However, nineteen (19) states also have statutes of repose limiting product liability claims. Some states also have statutes of repose when medical malpractice is involved.

Forty-one (41) states have a special statute of limitations for contracts arising from the sale of goods under Section 2-275 of the Uniform Commercial Code. Nine (9) states (Colorado, Florida, Iowa, Louisiana, Massachusetts, Mississippi, Oklahoma, South Carolina and Wisconsin) do not. For claims based on improvements to real property and/or brought by condominium associations related to construction defects, there may be separate notice/limitations periods.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
ALABAMA	<p><u>Personal Property</u>: 2 Years Ala. Stat. § 6-2-38 (Except actions based on conversion and actions involving wanton conduct or an intentional tort to real or personal property, which is 6 years. Ala. Stat. § 6-2-34(3)); <i>Ex parte Capstone Bldg. Corp.</i>, 96 So.3d 77 (Ala. 2012).</p> <p><u>Improvements To Real Property</u>: (against architects or engineers for faulty design, or against contractors relying on those designs) 2 Years. Ala. Stat. § 6-2-221.</p>	2 Years Ala. Stat. § 6-2-38	An action is commenced by filing a complaint with the court. Ala. R. Civ. P. Rule 3(a). If the summons and complaint are not served upon a domestic defendant within 120 days of filing the complaint, the court can, after 14 days' notice to Plaintiff, dismiss the action without prejudice as to the defendant not served, or, upon a showing of good cause, extend the period to effect service. Ala. R. Civ. P. Rule 4(b).	<p>2 Years (Product Liability) Ala. Stat. § 6-2-38</p> <p>4 Years (Breach of Warranty) Ala. Stat. § 7-2-725(1)</p> <p>6 Years (Breach of Contract) Ala. Stat. § 6-2-34</p>	<p><u>Construction</u>: 7 Years from substantial completion to improvement to real property against any person performing or furnishing the design, planning, supervision or observation of the construction. Ala. Stat. § 6-5-221(2011). On May 26, 2011, the Alabama Legislature decreased the Statute of Repose for commencing litigation against an architect, engineer or builder from 13 years to 7 years. <u>Exception</u>: Where architect, engineer, or builder had knowledge that a defect or deficiency existed and failed to disclose the defect. Ala. Code § 6-5-221(a).</p> <p><u>Products</u>: None.</p> <p><u>Medical Malpractice</u>: None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
ALASKA	<p><u>Personal Property</u>: 2 Years. Alaska Stat. § 09.10.050, 070(a)</p> <p><u>Real Property</u>: 6 Years. Alaska Stat. § 09.10.050</p>	<p>2 Years Alaska Stat. § 09.10.070(a)</p>	<p>A civil action is commenced by filing a complaint, a completed case description form, and an envelope addressed to the plaintiff with sufficient postage to mail all summonses that will be issued in the case. Alaska R. Civ. Proc. 3(a).</p> <p>If a defendant is not served 120 days after filing the complaint, the clerk will send a notice to show good cause. If good cause is not shown within 30 days after distribution of notice, the court will dismiss the case without prejudice as to the defendant not served. Alaska R. Civ. Proc. 4(j).</p>	<p>2 Years (Product Liability) Alaska Stat. § 09.10.070(a) U.C.C. 4 Years (Breach of Warranty) Alaska Stat. § 45.02.725; <i>Armour v. Alaska Power Auth.</i>, 765 P.2d 1372, 1375 (Alaska 1988). 6 Years (Breach of Contract-Express or Implied) Alaska Stat. § 09.10.053</p>	<p><u>Construction</u>: 10 years from substantial completion of construction or 10 years from last act that allegedly caused injury, death, or property damage. This section specifically excludes defective products. Alaska Stat. § 09.10.055 (2005).</p> <p><u>Products</u>: None.</p> <p><u>Medical Malpractice</u>: None</p>
ARIZONA	<p><u>Personal and Real Property</u>: 2 Years A.R.S. § 12-542</p>	<p>2 Years A.R.S. § 12-542</p>	<p>A civil action is commenced by filing a complaint with the court. Ariz. R. Civ. P. 3.</p> <p>If a defendant is not served within 90 days of filing the complaint, after motion or notice to the plaintiff, the court must dismiss the action without prejudice as to the defendant that was not served, or order that service be made within a specified time. Ariz. R. Civ. P. 4(i).</p>	<p>2 Years (Product Liability)</p> <p>4 Years (Breach of Warranty) A.R.S. § 47-2725</p> <p>Breach of Contract (Oral: 3 Years) A.R.S. § 12-543 (Written: 6 Years) A.R.S. § 12-548</p>	<p><u>Construction</u>: 8 years from substantial completion of improvement to real property; 9 years if defect is discovered in the 8th year. A.R.S. § 12-552.</p> <p><u>Products</u>: None. Previous Statute of Repose was 12 years after original sale. However, A.R.S. § 12-551 was declared unconstitutional in <i>Hazine v. Montgomery Elevator</i>, 861 P.2d 625 (Ariz. 1993).</p> <p><u>Medical Malpractice</u>: None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
ARKANSAS	<u>Personal and Real Property</u> : 3 Years A.C.A. § 16-116-103	3 Years A.C.A. § 16-116-103 <u>Med Malpractice</u> : 2 Years A.C.A. § 16-114-203(a); A.C.A. § 16-116-203 (if arising from product liability).	A civil action is commenced by filing a complaint with the clerk of the court. ARCP Rule 3(a). If a defendant is not served within 120 days after filing the complaint, the action will be dismissed without prejudice as to the defendant not served. ARCP Rule 4(i)(1). Upon written motion and a showing of good cause made before expiration of the service deadline, the court can extend the service deadline. ARCP Rule 4(i)(2).	3 Years (Product Liability) A.C.A. § 16-116-103 <u>Property Damage</u> : 4 Years (Breach of Warranty) A.C.A. § 4-2-725 <u>Personal Injury</u> : 3 Years (Breach of Warranty) <i>Follette v. Wal-Mart Stores, Inc.</i> , 41 F.3d 1234 (8 th Cir. 1994). <u>Breach of Contract</u> : (Oral: 3 Years) A.C.A. § 16-56-105 (Written: 5 Years) A.C.A. § 16-56-111	<u>Construction</u> : 4 years from substantial completion of improvement to real property for tort or contract actions for personal injury or wrongful death, or 5 years for property damage. A.C.A. § 16-56-112. <u>Products</u> : None. <u>Medical Malpractice</u> : 2 Years. A.C.A. § 16-114-203. Except for foreign objects, statute not extended if malpractice could not have been discovered within 2 years. <i>Harris v. Ozment</i> , 117 S.W.3d 647 (Ark. App. 2003). <u>Foreign Objects</u> : If could not reasonably have been discovered within 2-year period, 1 year from the date of discovery or the date the foreign object reasonably should have been discovered, whichever is earlier. A.C.A. § 16-114-203.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
CALIFORNIA	<p><u>Personal and Real Property</u>: 3 Years Cal. Civ. Proc. Code § 338(c)(1)</p> <p><u>Contractors/Architects</u>: 4 years from substantial completion. Cal. Civ. Proc. Code § 337.1</p>	<p>2 Years Cal. Civ. Proc. Code § 335.1.</p> <p><u>Med Malpractice</u>: 3 Years from Injury; 1 Year from Discovery (earliest of the two). Cal. Civ. Proc. Code § 340.5</p>	<p>A civil action is commenced when the complaint is filed. Cal. Civ. Proc. Code § 350. The complaint must be served on all named defendants and proofs of service on those defendants must be filed with the court within 60 days after filing of the complaint. Cal Rules of Court, Rule 3.110.</p>	<p><u>Personal Injury</u>: 2 Years (Product Liability) Cal. Civ. Proc. Code § 335.1</p> <p><u>Property Damage</u>: 3 Years (Product Liability) Cal. Civ. Proc. Code § 338(c)(1)</p> <p><u>U.C.C.</u> (4 Years) (Breach of Warranty) Cal. U. Com. Code § 2725</p> <p><u>Breach of Contract</u>: (Oral: 2 Years) Cal. Civ. Proc. Code § 339 (Written: 4 Years) Cal. Civ. Proc. Code § 337</p>	<p><u>Construction</u>: <u>4 years</u> from substantial completion of construction or construction of improvement to real property arising out of a patent defect, <u>10 years</u> from substantial completion for a latent defect. This doesn't apply to actions based on willful misconduct or fraudulent concealment. Ca. Civ. Proc. Code § 337.1, 337.15.</p> <p>The Right to Repair Act was passed in 2003. Civ. Code, § 895, <i>et seq.</i> It has its own ten-year statute of repose. A claimant proceeding under the Act must provide proper notice of the pre-litigation claim to the builder within the ten-year period. This notice temporarily tolls the statute of repose until the pre-litigation process is complete.</p> <p><u>Products</u>: None directly applicable to product liability actions. Refer to § 338(c). Standard 3-year SOL will apply to product liability actions. California has no repose statute potentially ending the manufacturer's liability at the end of an express or implied period of time designated as the "useful life" of the product.</p> <p><u>Medical Malpractice</u>: 3 years from injury or 1 year from discovery, whichever occurs first. Ca. Civ. Proc. Code § 340.5</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
COLORADO	<p><u>Personal and Real Property:</u></p> <p>2 Years C.R.S. § 13-80-102</p> <p>3 Years If Motor Vehicle Involved C.R.S. § 13-80-101(n)(I) <i>City & Cty. of Denver v. Gonzales</i>, 17 P.3d 137 (Colo. 2001); <i>Jones v. Cox</i>, 828 P.2d 218 (Colo. 1992).</p> <p>Borrowing Statute: If cause of action arises in another state and is barred by other state's SOL the cause of action is also barred in Colorado. C.R.S. § 13-80-110.</p>	<p>2 Years C.R.S. § 13-80-102</p> <p>3 Years If Motor Vehicle Involved C.R.S. § 13-80-101(n)(I) <i>City & Cty. of Denver v. Gonzales</i>, 17 P.3d 137 (Colo. 2001); <i>Jones v. Cox</i>, 828 P.2d 218 (Colo. 1992).</p> <p>4 years If it was vehicular homicide/leaving accident scene. C.R.S. § 13-80-102.</p> <p><u>Med Malpractice:</u> 2 years from date injury and cause are known or should be known. C.R.S. § 13-80-102.5.</p>	<p>A civil action is commenced by filing a complaint with the court, or by service of summons and complaint. C.R.C.P. 3(a). If commenced by service, complaint must be filed within 14 days of service, unless defendant waives the filing requirement by filing a responsive pleading. <i>Id.</i> If defendant is not served within 63 days (nine weeks) after complaint is filed, court must dismiss the action without prejudice against that defendant or order that service be made within a specified time, unless the plaintiff shows good cause, which then requires the court to extend the time for service for an appropriate period. C.R.C.P. 4(m).</p> <p>If no service by the deadline, the court can: (1) give plaintiff notice that case may be dismissed and ask for a showing of good cause, (2) give plaintiff additional time to serve defendant, or (3) dismiss the complaint without prejudice once notice is given. <i>State Farm Mut. Auto Ins. Co. v. Steul</i>, 477 P.3d 778 (Colo. App. 2020).</p> <p>A trial court has broad discretion when determining whether to dismiss a case for a plaintiff's failure to prosecute. Colo. R. Civ. P. 41(b)(1).</p>	<p><u>Product Liability:</u> 2 Years C.R.S. § 13-80-106(1)</p> <p><u>Breach of Warranty:</u> 3 Years C.R.S. § 13-80-101(1)(a)</p> <p><u>Breach of Contract:</u></p> <p>(Oral): 3 years. Ariz. Rev. Stat. § 12-543.</p> <p>(Written): 6 years. Ariz. Rev. Stat. § 12-548.</p>	<p><u>Construction:</u> 6 years from substantial completion of improvement to real property for actions against architect, contractor, builder or builder vendor, engineer or inspector. C.R.S. § 13-80-104. If claim arises during 5th or 6th year after substantial completion, action can be brought within two years after cause of action.</p> <p><u>Products:</u> 7 years from date product first used. C.R.S. § 13-80-107 (1)(a). Applies only to "new manufacturing equipment." <i>Exceptions:</i> (1) injury caused by hidden defect; (2) prolonged exposure to hazardous material; (3) intentional misrepresentation; or (4) fraudulent concealment. C.R.S. § 13-80-107 (1)(b)-(c).</p> <p>"Manufacturing equipment" means equipment used in operation or process of producing a new product, article, substance, or commodity for purposes of commercial sale and different from and having a distinctive name, character, or use from the raw or prepared materials used in the operation or process. C.R.S. § 13-80-107 (2).</p> <p><u>Medical Malpractice:</u> 2 years from date injury and cause are known or should be known. C.R.S. § 13-80-102.5.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
CONNECTICUT	<p><u>Personal and Real Property:</u></p> <p>2 Years C.G.S.A. § 52-584</p> <p>The Conn. legislature distinguishes “injury” or actionable harm, from “the act or omission complained of” and provides a 3-year statute of repose. <i>Tarnowsky v. Socci</i>, 856 A.2d 408 (Conn. 2004).</p>	<p>2 Years from the date when the injury is first sustained or discovered or should have been discovered, whichever is latest.</p> <p>C.G.S.A. § 52-584</p>	<p>A civil action is commenced by serving a writ of summons and a complaint. Conn. Gen. Stat. § 52-45a; Conn. Practice Book § 8-1(a). Service must be attained twelve days before the return date. Conn. Gen. Stat. § 52-46. Service must be returned to the court at least six days before the return date. Conn. Gen. Stat. § 52-46a. Importantly, the return date can only fall on a Tuesday. C.G.S.A. § 52-48(a).</p>	<p><u>Product Liability:</u> 3 Years after injury is first sustained, discovered or should have been discovered C.G.S.A. § 52-577(a)</p> <p><u>Breach of Warranty:</u> 3 Years C.G.S.A. § 52-577(a)</p> <p><u>Breach of Contract:</u> Oral and Written (Oral and Written (executed contracts): 6 Years). C.G.S.A. § 52-576.</p> <p>Oral and Written (unexecuted contracts): 3 years. Conn. Gen. Stat. § 52-581. <i>John H. Kolb & Sons, Inc. v. G and L Excavating, Inc.</i>, 821 A.2d 774 (Conn. App. 2003).</p>	<p><u>Construction:</u> 7 years from substantial completion to improvement to real property for actions brought against any architect, professional engineer, or land surveyor. C.G.S.A. § 52-584a. If claim arises during 7th year after substantial completion, action can be brought within one year of date of injury, but no more than 8 years post substantial completion.</p> <p><u>Products:</u> 10 years from date of sale - can be extended by warranty. C.G.S.A. § 52-577(a).</p> <p><u>Medical Malpractice:</u> None. Medical malpractice action commenced more than three years from the date of the negligent act or omission is barred by the SOL, regardless of whether the plaintiff had not, or in the exercise of reasonable care, could not reasonably have discovered the nature of the injuries. <i>Neuhaus v. DeCholnoky</i>, 905 A.2d 1135 (Conn. 2006).</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
DELAWARE	<p><u>Personal Property</u></p> <p>2 Years (3 Years if not discoverable in 2 Years) 10 Del. C. § 8107</p> <p><u>Real Property</u> (Trespass)</p> <p>3 Years. 10 Del. C. § 8106</p>	<p>2 Years (3 Years if not discoverable in 2 Years) 10 Del. C. § 8119</p>	<p>A civil action, except an amicable action, is filed by serving a complaint. Del. Super. Ct. Civ. R. 3(a). If a defendant is not served within 120 days after filing of the complaint, absent good cause, the action will be dismissed without prejudice as to the defendant not served. Del. Super. Ct. Civ. R. 4(j).</p>	<p>2 Years (Product Liability) 10 Del. C. § 8119 § 8107.</p> <p>U.C.C. (4 Years) (Breach of Warranty) 6 Del. C. § 2-725</p> <p>4 Years from delivery for breach of implied warranty merchantability and fitness for a particular purpose. <i>Addison v.</i> <i>Emerson Elec. Co.</i>, 1997 WL 129327 (D. Del. 1997).</p> <p><u>Breach of Contract</u>: : 3 years, or for contracts of at least \$100,000, the period specified by the contract, not to exceed 20 years. 10 Del. C. § 8106.</p>	<p><u>Construction</u>: 6 years from substantial completion of improvement to real property. 10 Del. C. § 8127.</p> <p><u>Products</u>: None.</p> <p><u>Medical Malpractice</u>: Two (2) year limitations period. However, if injury during such period of 2 years, was unknown to and could not in the exercise of reasonable diligence have been discovered by the plaintiff, such action may be brought prior to the expiration of 3 years from the date upon which such injury occurred. Del. Code Ann. tit. 18, § 6856.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
DISTRICT OF COLUMBIA	<u>Personal and Real Property:</u> 3 Years D.C. Code § 12-301	<u>Personal Injury:</u> 3 Years <u>Wrongful Death:</u> 1 Year D.C. Code § 12-301	A civil action is commenced by filing a complaint with the court. D.C. SCR-Civil Rule 3. The plaintiff must file either an acknowledgment of service or proof of service of the summons, complaint, Initial Order, any addendum to that order, and any other order directed by the court to the parties at the time of filing, within 60 days of filing the complaint. D.C. SCR-Civil Rule 4(m)(1)(A). A motion can be made to extend the time for service. D.C. SCR-Civil Rule 4(m)(2). An exception to the service of summons rule exists for subrogation cases. D.C. SCR-Civil Rule 4(m)(1)(b)(ii). In cases where a subrogee seeks recovery of greater than \$10,000, the time to file proof of service is extended to 180 days. C. SCR-Civil Rule 40-III(b).	3 Years (Product Liability) D.C. Code § 12-301 3 Years (Breach of Warranty) D.C. Code § 12-301 <u>Breach of Contract for Sale:</u> 4 Years (Breach of Warranty) D.C. Code § 28:2- 725	<u>Construction:</u> 10 years from substantial completion of improvement to real property. D.C. Code § 12-310. <u>Products:</u> None. <u>Medical Malpractice:</u> None.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
FLORIDA	<p>2 Years * F.S.A. § 95.11(4)(a).</p> <p>4 Years * F.S.A. § 95.11(3)(g).</p> <p>*HB 837 (causes of action after 3/24/23), Four (4) year SOL for negligence becomes two (2) years. But, § 95.11(3)(g) provides four (4) years for “an action for taking, detaining, or injuring personal property.” To resolve conflict more specific statute controls over less specific. <i>Mendenhall v. State</i>, 48 So.3d 740 (Fla.2010).</p> <p><u>Product Liability:</u> 4 Years F.S.A. § 95.11(3)(d) (action for injury to person founded on sale of personal property)</p> <p><i>Durrance v. R.J. Reynolds Tobacco Co.</i>, 286 So.3d 916 (Fla. App. 2019).</p>	<p>2 Years* F.S.A. § 95.11(4)(a)</p> <p>*For causes of action accruing after March 24, 2023 (HB 837)</p> <p>4 Years** F.S.A. § 95.11(3)(a),(o)</p> <p>**For causes of action accruing before March 24, 2023 (before HB 837)</p> <p><u>Wrongful Death:</u> 2 Years F.S.A. § 95.11(4)(e)</p> <p><u>Med Malpractice:</u> 2 Years F.S.A. § 95.11(4)(c)</p> <p><u>Product Liability:</u> (see under “Personal/Real Property”)</p>	<p>A civil action is commenced when the complaint is filed. Fla. R. Civ. P. 1.050.</p> <p>If service is not made upon a defendant within 120 days after filing, the court, after notice or on motion, shall direct that service be effected within a specified time or shall dismiss the action without prejudice or drop that defendant as a party. Fla. R. Civ. P. 1.070(j). If the plaintiff shows good cause or excusable neglect for the failure, the court shall extend the time for service for an appropriate period. Fla. R. Civ. P. 1.070(j).</p>	<p>2 Years* (Strict Product Liability) F.S.A. § 95.11(4)(a)</p> <p>U.C.C.: 4 Years (Breach of Warranty) F.S.A. § 95.11(3)(j)</p> <p>Breach of Express Warranty: 5 Years (Breach of Warranty) F.S.A. § 95.11(2)(b)</p> <p>*Even though the SOL for “An action for injury to a person founded on the design, manufacture, distribution, or sale of personal property” is still 4 years under §95.11(3)(d), (see column to right) It is best to assume the SOL is 2 years.</p>	<p>Construction (action founded on the design, planning, or construction of an improvement to real property): must be filed within ten (10) years (7 years**) after the date the authority having jurisdiction issues a temporary certificate of occupancy, a certificate of occupancy, or a certificate of completion, or the date of abandonment of construction if not completed, whichever date is earliest F.S.A. § 95.11(3)(b).</p> <p><u>Products:</u> 12 years from delivery if product has useful life of 10 years or less, otherwise 20 years. If warranty more than 20 years then statute of repose is warranty period. F.S.A. § 95.031(2)(b).</p> <p>**SB360 shortened the statute of repose for construction cases from ten (10) years to seven (7) years and is applicable to any action commenced on or after April 13, 2023, regardless of when the cause of action accrued, except that any action that would not have been barred under § 95.11(3)(c), before the amendments made by this act must be commenced on or before July 1, 2024. If the action is not commenced by July 1, 2024, and is barred by the amendments to s. 95.11 (3)(c), Florida Statutes, made by this act, then the action is barred. See HERE for complete copy of SB360.</p> <p>*When two statutes conflict, the more specific statute controls.</p> <p><u>Medical Malpractice:</u> None</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
GEORGIA	<p><u>Personal Property:</u> 4 Years O.C.G.A. §§ 9-3-30</p> <p><u>Real Property:</u> 4 Years O.C.G.A. §§ 9-3-31</p> <p><u>NOTE:</u> SOL for damage to home (assuming original owner) begins to run from date of substantial completion even though this means SOL might run before accident occurs. <i>Corp. of Mercer Univ. v. Nat. Gypsum Co.</i>, 368 S.E.2d 732 (Ga. 1988).</p>	2 Years O.C.G.A. § 9-3-33	<p>Filing suit must be followed by perfection of service within time required by law. Plaintiff must act with due diligence. <i>Hilton v. Maddox, Bishop, Hayton Frame & Trim Contractors, Inc.</i>, 188 S.E.2d 167 Ga. App. 1972).</p> <p>Issuance and service of process-the service to be made within five (5) days from the time of receiving the summons and complaint. Ga. St. § 81A-104</p> <p>When service is made after the SOL expires, the plaintiff must act reasonably and diligently in attempting to obtain service as quickly as possible. <i>Lipscomb v. Davis</i>, 783 S.E.2d 398 (Ga. App. 2016).</p>	<p><u>Personal Injury:</u> 2 Years (or 1 Year from date of death) (Product Liability) O.C.G.A. § 9-3-33</p> <p><u>Personal Property Damage:</u> 4 Years (Product Liability) O.C.G.A. § 9-3-30, 31</p> <p>U.C.C. (4 Years) (Breach of Warranty) O.C.G.A. § 11-2-725</p> <p><u>Breach of Contract:</u></p> <p>(Oral): 4 years. O.C.G.A. § 9-3-25</p> <p>(Written): 6 years. O.C.G.A. § 9-3-24</p>	<p><u>Construction:</u> 8 years from substantial completion to improvement to real property. O.C.G.A. § 9-3-51. If claim occurs in 7th or 8th year after substantial completion must be brought within two years of injury.</p> <p>Note: When there privity between building owner and defendant, the four (4) year statute of limitation serves also as the statute of repose as well, because the SOL begins to run at the time of “substantial completion” no matter when the damage occurs. <i>Colormatch Exteriors, Inc. v. Hickey</i>, 569 S.E.2d 495 (Ga. 2002).</p> <p><u>Products:</u> 10 years after date of first sale - not applicable to warning claims. O.C.G.A. § 51-1-11(b)(2). However, a claim involving damage caused by a product’s component part must be filed within 10 years after the part was incorporated into the final design of the product by the manufacturer. <i>Johnson v. Ford Motor Co.</i>, 637 S.E.2d 202 (Ga. App. 2006). Ten-year period runs from user’s first purchase of product used repeatedly. <i>L'Oreal USA, Inc. v. Burroughs</i>, 903 S.E.2d 740 (Ga. App. 2024).</p> <p><u>Medical Malpractice:</u> Five (5) years after the date on which the negligent act occurred. O.C.G.A. § 9-3-71.</p> <p><u>Discovery rule</u> delays the accrual of the action for up to five years, but nothing stops the abrogation of the action by the statute of repose. <i>Simmons v. Sonyika</i>, 614 S.E.2d 27 (Ga. 2005).</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
HAWAII	2 Years Haw. Stat. § 657-7	2 Years Haw. Stat. § 657-7 <u>Auto Accidents:</u> SOL is extended to (1) Two years after last insurance payment or (2) Two years after date of last workers' compensation benefit payment. Haw. Stat. § 431:10C-315(b). <u>Med. Malpractice:</u> Two (2) years from discovery. Haw. Stat. § 657-7.3.	A civil action is commenced by filing a complaint with the court. Hi. R. Civ. P. 3. Hawaii has no explicit duty to serve the Complaint within the SOL, however there is a rule stating that the plaintiff must have an "intent to serve." Section 657-22 does not require a plaintiff to actually serve the defendant or to exercise due diligence. Instead, it requires the "intent" to serve within the SOL at the time "any process was issued." <i>Heiser v. Ass'n of Apartment Owners of Polo Beach Club</i> , 848 F. Supp. 1482 (D. Haw. 1993).	2 Years (Product Liability) Haw. Stat. §657-7 Breach Implied Warranty of Merchantability: 4 Years (Product Liability) (Haw. Stat. § 490:2-725). U.C.C. (4 years) (Breach of Warranty) Haw. Stat. § 490:2-725 <u>Breach of Contract:</u> 6 years. Haw. Stat. § 657-1. 4 years (If the cause of action arose in another jurisdiction): Haw. Stat. § 657-6.	<u>Construction:</u> Ten (10) years from date of completion of improvement to real property, but two years after accrual. Haw. Rev. Stat. § 657-8. <u>Products:</u> None. <u>Medical Malpractice:</u> Six (6) years from act or omission. Haw. Rev. Stat. § 657-7.3.
IDAHO	3 Years Idaho Code § 5- 218(2),(3)	2 Years Idaho Code § 5- 219(4) <u>Med Malpractice:</u> 2 years Idaho Code § 5- 219	There is no requirement that the Complaint be served prior to the expiration of the SOL. The only requirement is a 6-month rule for service after filing of the Complaint. Idaho R.C.P 4(a)(2).	2 Years (Product Liability) Idaho Code § 5-219 <u>Personal Injury:</u> 2 Years (Breach of Warranty) Idaho Code § 5-219(4) <u>Property Damage:</u> 4 Years (Breach of Warranty) Idaho Code § 28-2-725(1)	<u>Construction:</u> 6 years from final completion of improvement to real property. Idaho Code § 5-241. <u>Products:</u> 10 years or after product's "useful safe life." Idaho Code § 6-1403(3) (Rebuttable Presumption). <u>Medical Malpractice:</u> None

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
ILLINOIS	<p><u>Personal Property:</u> 5 Years 735 I.L.C.S. § 5/13-205</p> <p><u>Improvements to Real Property:</u> 4 Years 735 I.L.C.S. § 5/13-214(a)</p>	<p>2 Years 735 I.L.C.S. § 5/13-202</p> <p><u>Construction:</u> 4 Year SOL may apply if “design, planning, supervision, observation, construction management” is involved. 735 I.L.C.S. § 5/13-214(a); <i>Fed. Ins. Co. v. Konstant</i> 902 N.E.2d 1213 (Ill. App. 2009).</p> <p><u>Med Malpractice:</u> Statutes vary as defined in 735 I.L.C.S. § 5/13-212.</p>	<p>Illinois Supreme Court Rule 103(b) requires a plaintiff to exercise diligence in serving a defendant. The rule is based on the principle that litigation should have an end-date and not languish. <i>Mular v. Ingram</i>, 33 N.E.3d 771 (Ill. App. 2015).</p> <p>Plaintiff must exercise reasonable diligence to obtain service upon defendant prior to expiration of SOL (avoiding issues with SC Rule 103(b) or other related state service rules.</p>	<p><u>Personal Injury:</u> 2 Years (Product Liability) 735 I.L.C.S. § 5/13-202</p> <p><u>Personal Property:</u> 5 Years (Product Liability) I.L.C.S. § 5/13-205</p> <p>4 Years (Breach of Warranty) (except when express warranty covers future performance past four-year SOL period). 810 I.L.C.S. § 5/2-725.</p> <p><u>Written Contract:</u> 10 Years. I.L.C.S. § 5/13-206.</p> <p><u>Oral Contract:</u> 5 Years. I.L.C.S. § 5/13-205.</p>	<p><u>Construction:</u> 10 years from improvement to real property, but after person had knowledge, four years. 735 I.L.C.S. § 5/13-214.</p> <p><u>Products:</u> Shorter of 10 years from sale date to initial user or 12 years from delivery to first owner. 735 I.L.C.S. § 5/13-213.</p> <p><u>Medical Malpractice:</u> None</p>
INDIANA	<p><u>Personal Property:</u> 2 Years I.C. § 34-11-2-4</p> <p><u>Real Property:</u> 6 Years I.C. § 34-11-2-7</p>	<p>2 Years I.C. § 34-11-2-4</p>	<p>There is no requirement that the Complaint be served or properly served within that period of time. <i>Elam v. Neville</i>, 129 F. Supp. 437 (N.D. Ind. 1955).</p>	<p>2 Years (Product Liability) I.C. § 34-11-2-4</p> <p>U.C.C. (4 Years) (Breach of Warranty) I.C. § 26-1-2-725</p> <p><u>Written Contract:</u> 10 Years. I.C. § 34-11-2-1</p> <p><u>Oral Contract:</u> 5 Years. I.C. § 34-11-2-7</p>	<p><u>Construction:</u> Earlier of 10 years post substantial completion of improvement or 12 years post completion and submission of plans and specs. to owner if design defect. I.C. § 32-30-1-5. If injury in 9th or 10th year after substantial completion, two years post injury, but no more than 12 years post substantial completion or 14 years post completion, submission of plans and specs. to owner if design defect.</p> <p><u>Products:</u> 10 years after delivery unless accrues at least 8 years, but less than 10 years after delivery. I.C. § 34-20-3-1.</p> <p><u>Medical Malpractice:</u> None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
IOWA	<p><u>Person Property and Real Property:</u> 5 Years I.C.A. § 614.1(4)</p>	<p>2 Years I.C.A. § 614.1(2)</p> <p><u>Med. Malpractice:</u> Two (2) years from discovery or when plaintiff should have discovered injury. I.C.A. § 614.1</p>	<p>Plaintiff has duty to use due diligence to secure service of process. Iowa Trial Procedure Rules 4, 41(E).</p> <p>Remedy for failure to use due diligence in effecting service of process is not retrospective determination that action was never commenced, statute of limitations not tolled, but motion to dismiss for failure to prosecute. <i>Taylor v. Lewis</i>, 577 N.E.2d 986 (Ind. App. 1991).</p>	<p><u>Personal Injury:</u> 2 Years (Product Liability) I.C.A. § 614.1(2)</p> <p><u>Personal Property:</u> 5 Years (Product Liability) I.C.A. § 614.1(4)</p> <p><u>Breach of Implied Warranty:</u> 5 Years (Breach of Warranty) I.C.A. §§ 554.2725, 614.1(4),(5)</p> <p><u>Breach of Express Warranty:</u> 10 Years (Breach of Warranty) I.C.A. §§ 554.2725, 614.1(5)</p> <p><u>Written Contract:</u> 10 Years. I.C.A. § 614.1</p> <p><u>Oral Contract:</u> 5 Years. I.C.A. § 614.1</p>	<p><u>Construction:</u> 10 years for an action related to residential construction or 8 years for any other kind of improvement to real property, after the date on which the act or omission has occurred. I.C.A. § 614.1.</p> <p><u>Products:</u> 15 years unless warranty is longer. I.C.A. § 614.2A and 614.1(11).</p> <p><u>Medical Malpractice.</u> 6 years from date of negligent act. I.C.A. § 614.1</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
KANSAS	<u>Person Property and Real Property:</u> 2 Years K.S.A. § 60-513	2 Years K.S.A. § 60-513	Service required within 90 days after petition is filed. This time may be extended an additional 30 days upon a showing of good cause by the plaintiff, if service of process or first publication is not made within 90 days. K.S.A. § 60-203. <i>Wheat v. Kinslow</i> , 316 F.Supp.2d 944 (D. Kan. 2003).	2 Years (Product Liability) K.S.A. § 60-513 U.C.C. (4 Years) (Breach of Warranty) K.S.A. § 84-2-725 <u>Written Contract:</u> 5Years. I.C.A. § 60-511 <u>Oral Contract:</u> 3 Years. I.C.A. § 60-512	<u>Construction:</u> There is a general 10-year Statute of Repose for all tort cases. K.S.A. § 60-513(b). <u>Products:</u> 10 years or after expiration of useful safe life as described by the Kansas Product Liability Act, unless expressly warranted for longer. Statute does not affect causes of action for contribution or indemnity, claims for intentional misrepresentation or fraudulent concealment, or claims arising from certain toxic substances including asbestos. K.S.A. § 60-3303(b)(1). <u>Medical Malpractice:</u> None.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
KENTUCKY	<u>Personal Property:</u> 2 Years K.R.S. § 413.125 <u>Real Property:</u> 5 Years K.R.S. § 413.120	1 Year K.R.S. § 413.140(1)(a) 2 Years If Motor Vehicle Involved. K.R.S. § 304.39- 230(6)	Taking out of summons is presumptive evidence of an intention to have it served in due course, but that presumption may be rebutted by the facts. <i>Hearn v. Family Dollar Holdings, Inc.</i> , 519 S.W.3d 785 (Ky. App. 2017). Summons filled out and signed, but with no present intention of having it served is inoperative in commencing an action. <i>Isaacs v. Caldwell</i> , 530 S.W.3d 449 (Ky. 2017). Action not commenced prior to expiration of limitations period where summons issued prior to expiration of limitations period but held by plaintiff until after expiration of period. <i>Gibson v. EPI Corp.</i> , 940 S.W.2d 912 (Ky. App. 1997).	<u>Personal Injury:</u> 1 Year (Product Liability) K.R.S. § 413.140(1)(a) <u>Personal Property:</u> 2 Years (Product Liability) K.R.S. § 413.125 U.C.C. (4 Years) (Breach of Warranty) K.R.S. § 355.2-725 <u>Written Contract:</u> 15 Years* K.R.S. § 413.090 <u>Oral Contract:</u> 5 Years. K.R.S. § 413.120. *If contract executed after 7/15/2014: 10 years. K.R.S. § 413.160.	<u>Construction:</u> 7 years from substantial completion of improvement to real property. K.R.S. § 413.135(1). <u>Products:</u> 5 years from sale date or 8 years from manufacture date (rebuttable presumption of no defect). K.R.S. § 411.310. <u>Medical Malpractice:</u> 5 years from negligent act. K.R.S. § 413.140.

LOUISIANA	<p><u>Personal Property and</u> <u>*Real Property:</u></p> <p><i>If Cause of Action Arises On or Before 7/1/24:</i> 1 Year Art. § 3492</p> <p>Effective on July 1, 2024, Act No. 423/H.B. No 315 was an auto insurance reform bill which applies to causes of action arising after that date.</p> <p><i>If Cause of Action Arises After 7/1/24:</i></p> <p>2 Years Art. § 3493.1</p> <p>In Louisiana, a SOL is known as a <i>liberative prescription</i>. Delictual actions are tort actions.</p> <p><u>Personal Property:</u> Accrues from day of damage. Art. § 3493.1</p> <p><u>*Real Property/Home: (Immovable) Property:</u> Accrues from date owner knows or should have known of damage. Art. § 3493.2</p>	<p><i>If Cause of Action Arises On or Before 7/1/24:</i></p> <p>1 Year L.S.A.-C.C. Art § 3492</p> <p><i>If Cause of Action Arises After 7/1/24:</i> Generally, a two-year prescriptive period for tort claims. However, some torts (e.g., crimes of violence) have a longer time period.</p> <p>2 Years L.S.A.-C.C. Art § 3493.1</p> <p>Generally, a two-year prescriptive period for tort claims. However, some torts have a longer time period.</p> <p><u>Medical Malpractice:</u></p> <p>1 Year L.S.A.-C.C. § 9:5628</p>	<p>There is a 90-day service requirement under L.S.A.-C.C.P. 1201, after which the claim prescribes if past the prescription date. You can argue extension with good faith efforts to serve.</p> <hr/> <p><u>Product Liability vs. Redhibition</u> (See column to right.)</p> <p>Redhibition is not the same as products liability. Products liability is a delictual action just like a tort, so it also has the new 2 year prescription date. Claims under the Louisiana Products Liability Act, are “delictual actions.”. <i>Bottinelli Real Estate, L.L.C. v. Johns Manville, Inc.</i>, 288 So.3d 179 (La. App. 2019).</p> <p><u>Breach of Contract (Written and Oral):</u></p> <p>10 Years. L.S.A.-C.C. Art. § 3499</p> <p><u>New Home Warranty Act:</u> (1) 1 year warranty on defects and materials; (2) 2 year warranty on plumbing, electrical, and HVAC; and (3) 5 year warranty—free from structural defects & code noncompliance.</p>	<p><i>If Cause of Action Arises On or Before 7/1/24:</i></p> <p>1 Year (Product Liability) L.S.A.-C.C. Art. § 3492, 3595</p> <p><u>Sale of Goods:</u> If seller didn’t know of defect: 4 years from delivery or 1 year from discovery.</p> <p>If seller knew of the defect, 1 Year from buyer’s discovery.</p> <p><i>If Cause of Action Arises After 7/1/24:</i></p> <p>2 Years (Product Liability) L.S.A.-C.C. Art. § 3493.1</p> <p><u>Sale of Goods (Redhibition):</u> earlier of 2 years (Breach of Warranty) from delivery date or one 1 year from discovery by buyer.</p> <p>If seller knew of the defect, 1 Year from buyer’s discovery. L.S.A.-C.C. Art. § 2534 (see §2534 for contains certain other exceptions).</p> <p><u>Breach of Contract (Written and Oral):</u></p> <p>See column to left.</p>	<p>Statutes barring claim after specified period of time following the completion of services or the substantial completion are called <i>peremption periods</i>. These peremption periods cannot be renounced, interrupted, or suspended.</p> <p><u>Construction</u> (Improvements to Real Property): 5 years after owner takes possession of (accepts) the improvement to real property. La R.S. 9:2772. If loss during 5th year (<i>i.e.</i>, registry of acceptance; ownership or possession), action can be brought within 1 year after injury, but no more than 6 years after loss. L.S.A.-C.C. § 9:2772.</p> <p>Action against contractor/architect for defects has 10 year liberative prescription period (SOL). L.S.A.-C.C. Art. § 3500. This conflicts with a five (5) year prescriptive period for actions against architects and contractors for ruin of a wood or brick-filled building on account of poor workmanship. But, if the building is stone or brick, it is ten (10) years. La. Civ. Code art. 2672.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> None.</p> <p>Peremption differs from prescriptive in two respects: (1) the expiration of the Peremption time period destroys the cause of action itself; and (2) nothing may interfere with the running of a peremption time period. <i>Naghi v. Brener</i>, 17 So.3d 919 (La. 2009).</p>
-----------	---	---	---	---	---

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MAINE	<p><u>Person Property and Real Property:</u></p> <p>6 Years 14 M.R.S.A. § 752</p>	<p>6 Years (Unless Exception Applies). 14 M.R.S.A. § 752</p> <p><u>Wrongful Death:</u> 2 Years 18-A M.R.S.A. § 2-804(b)</p> <p><u>Med Malpractice:</u> 3 Years 24 M.R.S.A. § 2902</p>	<p>Action is commenced (1) by the service of a summons, complaint, and notice regarding electronic service, or (2) by filing a complaint with the court. With (1), complaint must be filed with the court within 20 days after completion of service. With (2), return of service must be filed with within 90 days after filing of the complaint. Otherwise, the action may be dismissed, and the court may, in its discretion, rule that the action was vexatiously commenced, tax a reasonable attorney's fee as costs in favor of defendant, to be recovered of plaintiff or plaintiff's attorney. Me. R. Civ. P. 3.</p>	<p>6 Years (Product Liability) 14 M.R.S.A. § 752</p> <p><u>Personal Injury:</u> 6 Years (Breach of Warranty) 14 M.R.S.A. § 752</p> <p><u>Property Damage:</u> 4 Years (Breach of Warranty) 11 M.R.S.A. § 752</p> <p><u>Breach of Contract:</u> 6 Years (Unless Sales of Goods) 11 M.R.S.A. § 752</p>	<p><u>Construction:</u> 10 years after "substantial completion" of the project or services rendered, but no more than 4 years after discovery of malpractice or negligence of architect or engineer. 14 M.R.S.A. § 752-A.</p> <p><u>Products:</u> None.</p>
MARYLAND	<p><u>Personal Property:</u></p> <p>3 Years Md. Cts. & Jud. Proc. Code § 5-101</p> <p><u>Real Property:</u></p> <p>3 Years Md. Cts. & Jud. Proc. Code § 5-108(c)*</p> <p>*Statute does not apply if defendant in possession of property at time. Md. Cts. & Jud. Proc. Code § 5-108(d)(2)(i).</p>	<p>3 Years Md. Cts. & Jud. Proc. Code § 5-101</p> <p><u>Med Malpractice:</u> Earlier of 5 years after injury date or 3 years after injury discovered.</p>	<p>Plaintiff must serve defendant with process within 60 days after the clerk issues the summons (Md. Rule 2-113) or 30 days after clerk issues the summons for district court (Md. Rule 3-113). If the service of process time period has expired, plaintiff may make a written request to renew the summons (Md. Rule 2-113 and 3-113).</p>	<p>3 Years (Product Liability) Md. Cts. & Jud. Proc. Code § 5-101; <i>Phipps v. General Motors Corp.</i>, 363 A.2d 955, 962 (Md. 1976).</p> <p>U.C.C. (4 Years) (Breach of Warranty) Md. Com. Law Code § 2-725</p> <p><u>Breach of Contract:</u> 3 Years Md. Cts. & Jud. Proc. Code § 5-101</p>	<p><u>Construction</u> (Improvements to real property): 20 years for improvement to real property. 10 years after improvement first becomes available for its intended use .for actions against architect, professional engineer or contractor. Md. Code Ann. § 5-108.</p> <p><u>Products:</u> None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MASSACHUSETTS	<u>Personal Property and Real Property:</u> 3 Years Mass. Ann. Laws Ch. 260 §§ 2A and 4; Mass. Ann. Laws Ch. 106 §§ 2-318	3 Years Mass. Ann. Laws Ch. 260 §§ 2A and 4	Service of the summons upon the defendant is required within 90 days after filing of the complaint. Unless the serving party can show good cause why such service was not made within that period, the action shall be dismissed without prejudice. Mass. R. Civ. P. 4 (j).	3 Years (Product Liability) Mass. Ann. Laws Ch. 260 §§ 2A and 4 3 Years (Breach of Warranty) Mass. Ann. Laws Ch. 106 § 2-318 <u>Breach of Contract:</u> <i>Personal Injuries:</i> 3 Years. Mass. Laws Ch. 260 § 2A <i>No Personal Injuries:</i> 6 Years. Mass. Laws Ch. 260 § 2	<u>Construction:</u> 6 years from substantial completion of improvement to real property and owner taking possession of improvement. Mass. Ann. Laws Ch. 260 § 2B. <u>Products:</u> None. <u>Medical Malpractice:</u> 7 Years from act or omission (unless foreign object left in body). Mass. Laws Ch. 260 § 4.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MICHIGAN	<p><u>Personal Property:</u></p> <p>3 Years M.C.L.A. § 600.5805(10)</p> <p>If insured auto involved, action against no-fault carrier must be filed in one year. M.C.L.A. § 500.3145.</p> <p><u>Real Property:</u> 6 years. Gross Negligence: 1 year from when the discovered or should have been discovered. M.C.L.A. § 600.5839; § 600.5805.</p>	<p>3 Years M.C.L.A. § 600.5805(10)</p> <p>If insured auto involved, action against no-fault carrier must be filed in one (1) year. M.C.L.A. § 500.3145.</p> <p>One year after accident to make first-party PIP claim. M.C.L.A. § 500.3145</p> <p><u>Med Malpractice:</u> Two years or 6 months after injury discovered M.C.L.A. §§ 600.5805(6), 600.5838.</p>	<p>The SOL is tolled only when the complaint is filed and if any of the M.C.L.A. § 600.5856 requirements are met: (1) at the time the complaint is filed, the defendant is served, (2) jurisdiction over the Defendant is acquired in some other way, (3) proper notice is given to the defendant in compliance with M.C.L.A. § 600.2912b (Medical Malpractice actions). Mich. Comp. Laws Ann. § 600.5856.</p> <p>A summons expires 91 days after the date the summons is issued. However, on a showing of due diligence by plaintiff in attempting to serve the original summons, the judge may order a second summons to issue for a definite period not exceeding one year from the date the summons is issued. Mich. Ct. R. 2.102</p>	<p>3 Years (Product Liability) M.C.L.A. § 600.5805(13)</p> <p><u>U.C.C.</u> <u>Breach of Warranty:</u> 4 Years M.C.L.A. § 440.2725</p> <p><u>Breach of Contract:</u> 6 Years M.C.L.A. § 600.5807</p>	<p><u>Construction:</u> An action arising out of the defective and unsafe condition of an improvement to real property against an architect, professional engineer, or contractor, must be brought within 6 years after occupancy, use, or acceptance of the improvement, or 1 year after defect is discovered. M.C.L.A. § 600.5839(1)(a). If defect results from gross negligence of architect or engineer, action must be brought within 1 year after defect discovered. No such action can be brought more than 10 years after substantial completion, use, or acceptance of improvement. M.C.L.A. § 600.5839(1)(b).</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> 6 Years. M.C.L.A. §§ 600.5838a, 600.5838b.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MINNESOTA	<p><u>Personal Property:</u> 6 Years M.S.A. § 541.05 <u>Conversion:</u> 6 Years</p> <p><u>Construction or Improvement to Real Property:</u> (arising from defective, unsafe conditions of real property improvements) <u>Accrues before 5/8/18:</u> 2 years after discovery. M.S.A. § 541.051, subd. 1(a). <u>Accrues after 5/8/18:</u> 2 years after discovery for <i>personal injury/wrongful death</i>. M.S.A. § 541.051. 2 years after discovery for <i>property damage</i>, but action cannot accrue before substantial completion or abandonment. M.S.A. § 541.051.</p>	<p><u>Personal Injury:</u> 2 Years M.S.A. § 541.07</p> <p><u>Wrongful Death:</u> 3 Years M.S.A. § 573.02 (unless intentional)</p> <p><u>Negligence Claims:</u> 6 Years M.S.A. § 541.05 subd. 1(5)</p> <p><u>Med Malpractice:</u> 4 Years M.S.A. § 541.076(b)</p> <p><u>Legal Malpractice:</u> 6 Years M.S.A. § 541.05</p>	<p>A civil action is commenced: (a) when the summons is served upon a defendant; or (b) at the date of signing of a waiver of service pursuant to Rule 4.05; or (c) when the summons is delivered to the sheriff in the county where the defendant resides for service; but such delivery shall be ineffectual unless within 60 days thereafter the summons is actually served on that defendant or the first publication thereof is made. Minn. R. Civ. P. 3.01. Rule 3.01 makes clear that delivery to a private process server is not effective to commence an action upon delivery of a summons regardless of whether service is actually made 60 days thereafter. In such a case, service is effective, but the action is deemed commenced as of the date service is actually made. Minn. R. Civ. P. 3.0, Advisory Committee Note – 1985.</p> <p>There is a 60-day grace period when the summons is delivered to the sheriff in the county in which the defendant resides for service. <i>Johnson v. Husebye</i>, 469 N.W.2d 742, 745 (Minn. App. 1991).</p>	<p><u>Strict Product Liability:</u> 4 Years (Product Liability) M.S.A. § 541.05 subd.2</p> <p><u>Breach of Warranty:</u> 4 Years (Product Liability) M.S.A. § 336.2-725(1) 2 Years (statutory warranty - improvement to real property) M.S.A. § 327A.02.</p> <p><u>Negligence-Based:</u> 6 Years (Product Liability) M.S.A. § 541.05(5) 4 Years (Sales Contract/Breach of Warranty) M.S.A. § 5-101</p> <p><u>Breach of Contract:</u> 6 Years (unless contract states different period) M.S.A. § 541.05, subd. 1(1).</p> <p>A “claim for an account” is a contract claim. <i>Cherne Contracting Corp. v. Wausau Ins. Cos.</i>, 572 N.W.2d 339 (Minn. App. 1997).</p>	<p><u>Construction:</u> 10 years from substantial completion of improvement to real property. M.S.A. § 541.051. 2 years upon discovery of the injury for bodily injury or wrongful death. For property damage, in no event does a cause of action accrue earlier than the discovery of the injury, substantial completion, termination, or abandonment of the construction or improvement to real property. M.S.A. §541.051(1)(c). In addition, no action may be filed more than 12 years after substantial completion unless negligent “maintenance, operation, or inspection of the real property improvement.” M.S.A. §541.051(1)(d).</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MISSISSIPPI	<p><u>Personal Property and Real Property:</u></p> <p>3 Years M.C.A. § 15-1-49</p>	<p>3 Years M.C.A. § 15-1-49</p> <p><u>Med Malpractice:</u> 2 Years M.C.A. § 15-1-36</p> <p><u>Intentional Tort:</u> 1 Year M.C.A. § 15-1-35</p>	<p>Filing a complaint tolls the applicable SOL for 120 days, but if the plaintiff fails to serve the defendant within those 120 days, the SOL automatically begins to run again. <i>Watters v. Stripling</i>, 675 So.2d 1242, 1244 (Miss. 1996).</p> <p>Service of summons upon a defendant is required within 120 days after filing of the complaint and the party on whose behalf such service was required cannot show good cause why such service was not made within that period, the action shall be dismissed as to that defendant without prejudice upon the court's own initiative with notice to such party or upon motion. M.R.C.P. 4 (h)</p>	<p>3 Years (Product Liability) M.C.A. § 15-1-49</p> <p><u>Breach of Contract for Sale of Goods:</u> 6 Years (Breach of Warranty) M.C.A. § 75-2-725</p> <p><u>Breach of Contract</u> <i>Written:</i> 3 Years M.C.A. § 15-1-49 <i>Unwritten:</i> 3 Years. M.C.A. § 15-1-29 <i>Unwritten Employment Contract:</i> 1 Year M.C.A. § 15-1-29</p> <p><u>Agreements to Shorten Statutes of Limitations</u> <u>Are Void:</u> M.C.A. § 15-1-5</p>	<p><u>Construction:</u> 6 years from written acceptance or actual occupancy for design or construction of improvement to real property. M.C.A. § 15-1-41.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MISSOURI	<p><u>Personal Property and Real Property:</u></p> <p>5 Years Mo. Rev. Stat. § 516.120(4)</p>	<p>5 Years Mo. Rev. Stat. § 516.120(4)</p> <p><u>Med Malpractice:</u> 2 Years after knew or should have known of malpractice. Mo. Rev. Stat. § 516.105</p> <p><u>Wrongful Death:</u> 3 Years Mo. Rev. Stat. § 537.100</p>	<p>Only the filing of a petition with the court is required to commence an action. Mo. Sup. Ct. R. 53.01. Diligent service of process is not a factor in considering whether an action has been commenced within the SOL. <i>Ostermueller v. Potter</i>, 868 S.W.2d 110 (Mo. 1993). If process cannot be served it shall be returned to the court within 30 days after the date of issue with a statement of the reason for failure to serve same. However, the time for service may be extended up to 90 days from the date of issue by order of the court. Mo. Sup. Ct. R. 54.21.</p>	<p>5 Years (Product Liability) Mo. Rev. Stat. § 516.120</p> <p>5 Years (Breach of Warranty) Mo. Rev. Stat. § 516.120</p>	<p><u>Construction:</u> 10 years for actions for improvement to real property. This applies only to persons who perform or furnish, in whole or in part, the design, planning or construction, including architectural, engineering or construction services, of improvement. Mo. Rev. Stat. § 516.097.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> 10 Years after negligent act. Mo. Rev. Stat. § 516.105.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
MONTANA	<p><u>Personal Property and Real Property:</u></p> <p>2 Years Mont. Stat. § 27-2-207 (If property damage caused by tort, 3-year SOL may apply under § 27-2-204. <i>Ritland v. Rowe</i>, 861 P.2d 175 (Mont. 1993) More specific SOL statute will apply.</p>	<p>3 Years Mont. Stat. § 27-2-204 (General negligence statute of limitations)</p> <p><u>Intentional Tort:</u> 2 Years. Mont. Stat. § 27-2-204.</p> <p><u>Medical Malpractice:</u> 2 Years after injury or 2 Years after discovery (whichever is last). Mont. Stat. § 27-2-205.</p>	<p>Only the filing of a petition with the court is required to commence an action. M. R. Civ. P. 3. Plaintiffs can file a complaint prior to the SOL and serve it within a reasonable time thereafter. <i>Beedie v. Shelley</i>, 187 Mont. 556, 561, 610 P.2d 713, 716 (1980).</p> <p>A plaintiff must accomplish service within three years after filing a complaint. Absent an appearance by defendant(s), the court, upon motion or on its own initiative, must dismiss an action without prejudice if the plaintiff fails to do so. M. R. Civ. P. 4.</p>	<p><u>Strict Liability Claims:</u> 3 Years (Product Liability) Mont. Stat. § 27-2-204</p> <p><u>Negligence Resulting in Personal Injury:</u> 3 Years (Product Liability) Mont. Stat. § 27-2-204</p> <p><u>Negligence Resulting in Property Damage:</u> 2 Years (Product Liability) Mont. Stat. § 27-2-207</p> <p><u>Breach of Express Warranty:</u> 4 Years (Breach of Warranty) Mont. Stat. § 30-2-725</p> <p><u>Breach of Implied Warranty:</u> 3 Years (Breach of Warranty) <i>Bennett v. Dow Chem. Co.</i>, 713 P.2d 992 (Mont. 1986).</p> <p><u>Breach of Contract (Written):</u> 8 Years. Mont. Stat. § 27-2-202.</p> <p><u>Breach of Contract (Oral):</u> 5 Years. Mont. Stat. § 27-2-202.</p>	<p><u>Construction:</u> 10 years from completion of improvement of real property. This has been interpreted to apply to damage caused by a defective product that is related to the improvement. Mont. Stat. § 27-2-208.</p> <p><u>Products:</u> 3 years. Mont. Stat. § 27-2-204.</p> <p><u>Medical Malpractice:</u> None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NEBRASKA	<p><u>Personal Property and Real Property:</u></p> <p>4 Years Neb. Stat. § 25-207.</p> <p><u>Improvement To Real Property:</u> (no other applicable SOL) Breach of warranty, negligent design, supervision of construction: 4 Years. If defect not discovered and couldn't have been reasonably discovered, can file 2 years from the date of discovery or date reasonable person would have discovered. Neb. Stat. §25-223.</p>	<p>4 Years Neb. Stat. § 25-207</p> <p><u>Wrongful Death:</u> 2 Years. Neb. Stat. §§ 30-809 and 30-810</p> <p><u>Med Malpractice:</u> 2 years from injury date or 1 year from date injury was discovered. Neb. Stat. § 44-2828 (specific medical malpractice statute applies rather than 2 year general professional responsibility SOL. <i>Maycock v. Hoody</i>, 799 N.W.2d 322 (Neb. 2011).</p>	<p>Each defendant should be properly served within 180 days of the commencement of the action. If the action is stayed or enjoined during this 180-day period, then any defendant who was not properly served before the action was stayed or enjoined must be properly served within 90 days after the stay or injunction is terminated or modified so as to allow the action to proceed. Neb. Stat. §25-217.</p>	<p>4 Years (Product Liability) Neb. Stat. § 25-224(1)</p> <p>U.C.C. (4 Years) (Breach of Warranty) Neb. Stat. § 2-725</p> <p><u>Breach of Contract</u> <i>Written:</i> 5 Years Neb. Stat. § 25-205 <i>Oral:</i> 4 Years. Neb. Stat. § 25-206</p>	<p><u>Construction:</u> 4 Years from Act. If discovery rule applies, 10 years for actions for breach of warranty for improvement to real property. Neb. Stat. § 25-223.</p> <p><u>Products:</u> 10 years from manufacture date. If not, foreign state's repose applies, but not less than 10 years. Neb. Stat. § 25-224(2).</p> <p><u>Medical Malpractice:</u> If cause of action is not discovered (could not be reasonably discovered) within 2 years, action may be commenced within 1 year from the date of such discovery or from the date of discovery of facts which would reasonably lead to such discovery, whichever is earlier. In no event may any action be commenced to recover damages for malpractice or professional negligence or breach of warranty in rendering or failing to render professional services more than 10 years. Neb. Stat. § 44-2828.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NEVADA	<p><u>Personal Property and Real Property:</u></p> <p>3 Years N.R.S. § 11.190 (statute not applicable to fraud claims or innkeeper liability or product defect claims)</p>	<p>2 Years N.R.S. § 11.190</p> <p><u>Medical Malpractice:</u> 3 Years from injury date or 1 year from discovery date. N.R.S. § 41A.097(2)</p>	<p>The summons and complaint must be served upon a defendant no later than 120 days after the complaint is filed unless the court grants an extension of time under this rule. Nev. R. Civ. P. 4. Service can be completed within this 120-day period even after the SOL has run. <i>Mizzoni v. Nevada</i>, 2016 WL 5620321 (Nev. App. Sept. 27, 2016).</p>	<p>4 Years (Product Liability) N.R.S. § 11.190</p> <p><u>Breach of Express Warranty:</u> 6 Years (Breach of Warranty) N.R.S. § 11.190</p> <p><u>Breach of Implied Warranty:</u> 4 Years (Breach of Warranty) N.R.S. § 11.190</p> <p><u>Breach of Contract</u> <i>Written:</i> 6 Years <i>Oral:</i> 4 Years. N.R.S. § 11.190</p>	<p><u>Construction:</u> 10 years from “substantial completion” of improvement to real property. N.R.S. § 11.202(1). Exception for fraud. N.R.S. § 11.202(2). Nevada has adopted the definition of the term “substantial completion” offered by the American Institute of Architects (AIA). „An improvement is “substantially complete” pursuant to the common law at “the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.” <i>Owners Ass’n v. Somersett Dev. Co.</i>, 492 P.3d 534 (Nev. 2021).</p> <p>The statute of repose applies to either (1) injury to real or personal property or (2) injury to or the wrongful death of a person.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> 3 Years from injury date or 1 year from discovery date. N.R.S. § 41A.097(2).</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NEW HAMPSHIRE	<u>Personal Property and Real Property:</u> 3 Years N.H. Stat. Ann. § 508:4(I)	3 Years N.H. Stat. Ann. § 508:4(I) (applies to medical malpractice cases)	An action shall be deemed commenced on the date the complaint is filed. N.H. Super. Ct. R. CIV 4. Plaintiff will serve the summons and complaint on the defendant no later than the court- ordered deadline for service. Proof of service shall be filed with the court within 21 days of the court- ordered deadline for service. N.H. Super. Ct. R. CIV 4.	3 Years (Product Liability) N.H. Stat. Ann. § 508:4(I) U.C.C. (4 Years) (Breach of Warranty) N.H. Stat. Ann. § 382-A:2- 725 <u>Breach of Contract (Oral and Written):</u> 3 years from act or omission, or 3 years from date the act or omission was discovered or should have been discovered.	<u>Construction:</u> 8 years from substantial completion of improvement to real property. N.H. Stat. Ann. § 508: 4-b. <u>Products:</u> 12 years statute of repose under N.H. Stat. Ann. § 507-D:2 found to be unconstitutional under <i>Heath v. Sears, Roebuck & Co.</i> , 123 N.H. 512 (1983). <u>Medical Malpractice:</u> None. <u>Discovery Rule:</u> Action must be filed within 3 years of the date plaintiff discovers, or in the exercise of reasonable diligence should have discovered, the injury and its causal relationship to the act or omission complained of. N.H. Stat. Ann. § 508: 4-b.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NEW JERSEY	<u>Personal Property and Real Property:</u> 6 Years N.J.S.A. §§ 2A:14-1	2 Years N.J.S.A. § 2A:14-2 (includes medical malpractice cases)	Summons must be issued within 15 days of the Track Assignment Notice or the court has the discretion to dismiss the case. The dismissal will be without prejudice. R.R. 4:4-1 and 4:372(a).	<u>Personal Injury:</u> 2 Years (Product Liability) <i>Dziewiecki v. Bakula</i> , 180 N.J. 528, 533, 853 A.2d 234, 237 (2004); N.J.S.A. § 2A:14-2 <u>Personal Property:</u> 6 Years (Product Liability) <i>Heavner v. Uniroyal, Inc.</i> , 63 N.J. 130, 305 A.2d 412 (1973); N.J.S.A. § 2A:14-1 U.C.C. (4 Years) (Breach of Warranty) N.J.S.A. § 12A:2-725 <u>Breach of Contract (Oral and Written):</u> 6 Years. N.J.S.A. § 2A:14-1.	<u>Construction:</u> 10 years from com/pletion of improvement to real property. N.J.S.A. § 2A: 14-1.1. <u>Products:</u> None. <u>Medical Malpractice:</u> None. <u>Discovery Rule:</u> The accrual of a cause of action” so long as a party reasonably is unaware either that he has been injured, or that the injury is due to the fault or neglect of an identifiable individual or entity. <i>Vispisano v. Ashland Chemical Co.</i> , 527 A.2d 66 (N.J. 1987). The Discovery Rule may not be used as a mechanism for a Plaintiff to toll the applicable limitations period merely because more evidence of an actionable harm came to light at some date after the actual harm serving as the basis for a claim took place. <i>Caprio v. Nutley Park ShopRite, Inc.</i> , 2022 WL 4361326 (N.J. Super. 2022). A cause of action will be held not to accrue until injured party discovers, or by an exercise of reasonable diligence and intelligence should have discovered, that he may have a basis for an actionable claim. <i>Lopez v. Swyer</i> , 300 A.2d 563 (N.J. 1973).

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NEW MEXICO	<p><u>Personal Property and Real Property:</u></p> <p>4 Years N.M.S.A. § 37-1-4</p>	<p>3 Years N.M.S.A. § 37-1-8.</p> <p><u>Medical Malpractice:</u> 3 Years from date of malpractice. N.M.S.A. § 41-5-13.</p>	<p>The SOL is tolled by filing suit; but court, in its discretion may dismiss a case for failure to use due diligence in the prosecution of his suit or getting service. <i>Baker v. Sojka</i>, 396 P.2d 195 (N.M. 1964).</p>	<p><u>Personal Injury:</u> 3 Years (Product Liability) N.M.S.A. § 37-1-8</p> <p><u>Property Damage:</u> 4 Years (Products Liability) N.M.S.A. § 37-1-4</p> <p>U.C.C. (4 Years) (Breach of Warranty) N.M.S.A. § 55-2-725(1); <i>Fernandez v. Char-Li-Jon, Inc.</i>, 888 P.2d 471, 474 (N.M. Ct. App. 1994).</p> <p><u>Breach of Contract</u></p> <p><i>Written:</i> 6 Years N.M.S.A. § 37-1-3.</p> <p><i>Oral:</i> 4 Years. N.M.S.A. § 37-1-4.</p>	<p><u>Construction:</u> 10 years from substantial completion of improvement to real property. N.M.S.A. § 37-1-27.</p> <p><u>Products:</u> None</p> <p><u>Medical Malpractice:</u> None.</p> <p><u>Discovery Rule:</u> The statute of limitations begins to run when the plaintiff knows, or, with reasonable diligence should know, of his injury and its cause. <i>Gerke v. Romero</i>, 237 P3d 111 (N.M. 2010).</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NEW YORK	<p><u>Personal Property and Real Property:</u></p> <p>3 Years N.Y. C.P.L.R. § 214, <i>et seq.</i></p>	<p>3 Years N.Y. C.P.L.R. § 214, <i>et seq.</i></p> <p><u>Wrongful Death:</u> 2 Years N.Y. Est. Powers & Trusts Law § 5-4.1</p> <p><u>Med Malpractice:</u> 2 Years and 6 Months (N.Y. C.P.L.R. § 214-a) (there is foreign object discovery rule).</p>	<p>Must get service of process within 120 days of filing. In proceedings “commenced under the election law,” if suit is filed less than four months prior to SOL running, service must be effectuated within 15 days of the SOL running. The court has discretion to extend this deadline. N.Y. CPLR § 306-b.</p> <p>Plaintiff can move via an Order to Show Cause for an extension of this time period. The court can extend the time for service “upon good cause shown or in the interest justice.” N.Y. C.P.L.R. § 306-b. A showing of reasonable diligence is one factor to be considered by the Court. “Good cause” and “the interest of justice” are two separate standards that govern an extension of the time for service, and both may consider diligence. However, it is only the former standard that requires reasonable diligence as a threshold matter; “the interest of justice” may consider a wider range of factors. <i>Leader v. Maroney, Ponzini & Spencer</i>, 97 N.Y.2d 95 (2001).</p>	<p>3 Years (Product Liability) N.Y. C.P.L.R. § 214, <i>et seq.</i></p> <p>U.C.C. (4 Years) (Breach of Contract) N.Y. U.C.C. § 2-725(1)</p> <p><u>Breach of Contract</u> <i>Written and Oral:</i> 6 Years N.Y. C.P.L.R. § 213.</p>	<p><u>Construction:</u> No statute of repose, but after 10 years, notice of suit must be given to party responsible for professional performance (engineers and architects). N.Y. C.P.L.R. § 214-d. Six-year SOL for construction defects runs from the date of completion of the project. <i>City School District of Newburgh v. Hugh Stubbins & Associates</i>, 85 N.Y.2d 535 (N.Y. App. 1995). No statute of repose for construction claims, only breach of contract SOL by the owner (six years from project completion) and for parties other than the owner (three years from the date injury).</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> None</p> <p><u>Discovery Rule:</u> The SOL begins to run on the date the injury is discovered or should reasonably have been discovered. Where the discovery of the cause of the injury occurs less than 5 years after discovery of the injury or when with reasonable diligence such injury should have been discovered, whichever is earlier, an action may be commenced within 1 year of such discovery. Plaintiff must prove that technical, scientific or medical knowledge and information sufficient to ascertain the cause of his injury had not been discovered, identified or determined prior to the expiration of the SOL period. N.Y. C.P.L.R. § 214=c.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NORTH CAROLINA	<p><u>Personal Property and Real Property:</u></p> <p>3 Years N.C.G.S.A. § 1-52(1)-(5)</p>	<p>3 Years N.C.G.S.A. § 1-52(1)-(5); <i>Nelson v. Patrick</i>, 293 S.E.2d 829 (N.C. 1982).</p> <p><u>Wrongful Death:</u> 2 Years N.C.G.S.A. § 1-53(4)</p> <p><u>Medical Malpractice:</u> 3 Years. If injury is discovered 2 or more years after the negligent act, 1 Year from discovery. N.C.G.S.A. § 1-15.</p>	<p>Summons must be issued within five days of filing suit. Summons must be served within 60 days. The deadline can be extended. N.C.G.S.A. § 1A-1, Rule 4(a).</p>	<p>3 years (Product Liability) N.C.G.S.A. § 1-52(16)</p> <p>U.C.C. (4 Years) (Breach of Warranty) N.C.G.S.A. § 25-2-725(1) but 3 Years when personal injury or property damage other than to product itself. N.C.G.S.A. § 1-52(1)-(5).</p> <p><u>Breach of Contract</u> <i>Written and Oral:</i> 3 Years N.C.G.S.A. § 1-52.</p>	<p><u>Construction:</u> 6 years after “last act of defendant” or “substantial completion” by the improvement. N.C.G.S.A. § 1-50.</p> <p><u>Products:</u> 12 years after “initial purchase” by end user. N.C.G.S.A. § 1-46.1(1) (Accrues on or after 10/1/09).</p> <p>6 Years after “initial purchase.” N.C.G.S.A. § 1-50. (Accrues before 10/1/09).</p> <p><u>Personal Injury/Property Damage:</u> 10 Years from last act giving rise to cause of action (exception: groundwater contamination). N.C.G.S.A. § 1-52.</p> <p><u>Medical Malpractice:</u> None.</p> <p><u>Discovery Rule:</u> If injury is discovered 2 or more years after the negligent act, 1 Year from discovery. N.C.G.S.A. § 1-15.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
NORTH DAKOTA	<p>Personal Property and Real Property</p> <p>6 Years N.D.C.C. § 28-01-16</p>	<p>6 Years N.D.C.C. § 28-01-16(5)</p> <p><u>Med Malpractice:</u> 2 Years, possibly extend to 6 Years, based on discovery date. N.D.C.C. § 28-01-18(3).</p> <p><u>Wrongful Death:</u> 2 Years N.D.C.C. § 28-01-18(4)</p>	<p>Action is not commenced until served. It is commenced when summons is delivered to: (1) Sheriff/other officer of county defendants usually or last resided; or (2) Sheriff/other officer, if a corporation is defendant, of county of principal place of business of such corporation, or where business was transacted, or where it kept an office for the transaction of business. N.D.C.C. § 28-01-38.</p>	<p>6 Years (Product Liability) N.D.C.C. § 28-01-16(5)</p> <p>U.C.C. (4 Years) (Breach of Warranty) N.D.C.C. § 41-02-104(1).</p> <p><u>Breach of Contract</u> <i>Written and Oral:</i> 6 Years N.D.C.C. § 28-01-16.</p>	<p><u>Construction:</u> 10 years for improvement to real property, but it does not apply to manufacturers or suppliers of products used in the improvement. N.D.C.C. § 28-01-44.</p> <p><u>Products:</u> 10 years from initial purchase of useful consumption or 11 years from manufacture date. N.D.C.C. § 28-01.3-08. Held unconstitutional in <i>Dickie v. Farmers Union Oil Co.</i>, 611 N.W.2d 168 (N.D. 2000).</p> <p><u>Medical Malpractice:</u> 6 years from the act or omission of alleged malpractice by a non-discovery thereof unless discovery was prevented by the fraudulent conduct of the physician or licensed hospital.. N.D.C.C. § 28-01-18.</p> <p><u>Discovery Rule:</u> Postpones a claim's accrual until the plaintiff knew, or with the exercise of reasonable diligence should have known, of the wrongful act and its resulting injury. <i>Wells v. First Am. Bank W.</i>, 598 N.W.2d 834 (N.D. 1999).</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
OHIO	<p><u>Personal Property:</u> 2 Years O.R.C.A. § 2305.10(A)</p> <p><u>Real Property:</u> 4 Years O.R.C.A. § 2305.09</p>	<p>2 Years O.R.C.A. § 2305.10(A)</p> <p><u>Med Malpractice:</u> 1 Year O.R.C.A. § 2305.113(A)</p>	A civil action is commenced by filing a complaint with the court if service is obtained within one year from such filing upon a named defendant. Ohio Civ. R. 3.	<p>2 Years (Product Liability) O.R.C.A. § 2305.10(A)</p> <p>U.C.C. (4 Years) (Breach of Warranty) O.R.C.A. § 2305.09(D)</p> <p>Implied warranty of fitness for a particular purpose arises out of tort, even if it involves the building or repair of a house.</p> <p><u>Breach of Contract</u> <i>Written:</i> 8 Years (after 9/28/12) 15 Years (before 9/28/12) O.R.C.A. § 2305.06. <i>Oral:</i> 6 Years. O.R.C.A. § 2305.09.</p>	<p><u>Construction:</u> 10 years from substantial completion of improvement to real property. If defect discovered less than two years before expiration of 10-year period may bring action within two years from discovery. O.R.C.A. § 2305.131.</p> <p><u>Products:</u> 10 years from delivery date to first purchaser unless warranty longer. O.R.C.A. § 2305.10.</p> <p><u>Medical Malpractice:</u> 4 years from the medical negligence act. If the basis of the claim is discovered in the 3rd year and could not have been discovered earlier: 1 year from discovery. Not applicable to claims for foreign objects left inside the body. Ohio Rev. Code Ann. § 2305.113.</p> <p><u>Discovery Rule:</u> SOL begins to run when the plaintiff discovers or, through the exercise of reasonable diligence, should have discovered a possible cause of action. <i>O'Stricker v. Jim Walter Corp.</i>, 447 N.E.2d 727 (Ohio 1983).</p>
OKLAHOMA	<p><u>Personal Property and Real Property</u> 2 Years Okla. Stat. Tit. 12, § 95</p>	<p>2 Years Okla. Stat. Tit. 12, § 95</p> <p><u>Intentional Tort:</u> 1 Year Okla. Stat. Tit. 12, § 95</p>	If service of process is not made upon a defendant within 180 days after the filing of the petition and the plaintiff has not shown good cause why such service was not made within that period, the action shall be deemed dismissed as to that defendant without prejudice. Title 12 O.S. 2011 § 2004(I).	<p>2 Years (Product Liability) Okla. Stat. Tit. 12, § 95</p> <p>5 Years (Breach of Warranty/Sale of Goods) Okla. Stat. Tit. 12A, § 2-725</p> <p><u>Breach of Contract</u> <i>Written:</i> 5 Years <i>Oral:</i> 3 Years. Okla. Stat. Tit. 12, § 95</p>	<p><u>Construction:</u> 10 years from substantial completion of improvement to real property. 12 Okla. Stat. Ann. Tit. 12 § 109.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> None.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
OREGON	<p><u>Personal Property and Real Property</u></p> <p>6 years. O.R.S. § 12.080(3)</p> <p>(Except certain actions arising from the construction and repair of improvements to real property, which can be 10 or 6 years after the substantial completion of the construction or repair. O.R.S. § 12.135(1).)</p> <p><i>Action Against Architect, Engineer, for claims arising out of construction, repair, or alteration of improvement to real property:</i></p> <p>2 Years. O.R.S. § 12.135.</p>	<p>2 Years O.R.S. § 12.110(1)</p> <p><u>Wrongful Death:</u> 3 Years O.R.S. § 30.020(1)</p>	<p>An action is deemed to be commenced as to each defendant, when the complaint is filed, and the summons served on the defendant. This can be extended if service occurs within 60 days of filing. O.R.S. § 12.020.</p>	<p>2 Years (Product Liability) O.R.S. § 30.905(1-3)</p> <p>4 Years (Breach of Warranty)</p> <p>O.R.S. § 72.7250(1) (If claim arises from contractual obligations of the parties and not from a defect in goods.) <i>Weston v. Camp's Lumber & Bldg. Supply</i>, 135 P.3d 331 (Or. App. 2006); <i>Smith v. Ethicon, Inc.</i>, 2021 WL 3578681 (D. Or. 2021).</p> <p>A breach of warranty claim has a 2-year SOL under §30.905 "if the claim arose directly out of defendant's failure to provide the very thing that it had promised to sell to the plaintiffs." <i>Gladhart v. Oregon Vineyard Supply Co.</i>, 26 P3d 817 (Or. 2001).</p> <p><u>Breach of Contract</u> <i>Written and Oral: 6 Years</i> O.R.S. § 12.020.</p>	<p><u>Negligent Injury to Person or Property:</u> 10 Years from act or omission. O.R.S. § 12.115.</p> <p><u>Construction:</u> 10 years from substantial completion of improvement to real property. O.R.S. § 12.135.</p> <p><u>Products:</u> Suits claiming personal injuries or property damage must be filed before the later of (A) 10 years from date product was purchased for use or consumption, or (B) expiration of statute of repose for an equivalent civil action in the state in which product was manufactured, or, if product was manufactured in foreign country, expiration of statute of repose for an equivalent civil action in the state which product was imported. O.R.S. § 30.905(2). Death cases must be brought within 3 years after death or 10 years after product was purchased, whichever comes first. O.R.S. § 30.905(3).</p> <p><u>Medical Malpractice:</u> 5 Years from act or omission. O.R.S. § 12.110.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
PENNSYLVANIA	<u>Personal Property and Real Property</u> 2 Years 42 P.S. § 5524	2 Years 42 P.S. § 5524	Original process must be served within 30 days after the issuance of the writ or the filing of the complaint. Pa. R. Civ. P. 401.	2 Years (Product Liability) 42 P.S. §5524 U.C.C. (4 Years) (Breach of Warranty) 42 P.S. § 5525 <u>Breach of Contract:</u> <i>Written and Oral:</i> 4 Years 42 P.S. § 5525	<u>Construction:</u> 12 years from substantial completion of improvement, but it generally doesn't apply to manufacturers. Period extended to 14 years if injury occurred between 10 th and 12 th year after completion of improvement. 42 P.S. § 5536; <i>Venema v. Moser Builders, Inc.</i> , 2022 WL 4860130 (Pa. Super. 2022). <u>Products:</u> None. <u>Medical Malpractice:</u> None.
RHODE ISLAND	<u>Personal Property and Real Property</u> 10 Years R.I.G.L. § 9-1-13(a). <i>Romano v. Westinghouse Elec. Co.</i> , 336 A.2d 555 (R.I. 1975).	3 Years R.I.G.L. § 9-1-14 (b) <u>Medical Malpractice:</u> 3 Years from date negligent act occurred. R.I.G.L. § 9-1-14.1.	If the summons and complaint, and all other required documents are not served within 120 days after suit filed, the court upon motion or on its own (after notice to the plaintiff) shall dismiss the action without prejudice as to that defendant or (if good cause shown) direct that service be effected within a specified time. The court shall extend the time for service for an appropriate period. RI. R. Civ. P. 4.	<u>Personal Injury:</u> 3 Years (Product Liability) R.I.G.L. § 9-1-14 (b) <u>Personal Injury:</u> 3 Years (Breach of Warranty) R.I.G.L. § 9-1-14 (b), unless a direct buyer-seller relationship exists. If so, the U.C.C. four-year SOL applies. <i>Nappi v. John Deere & Co.</i> , 717 A.2d 650 (R.I. 1998). <u>Property Damage:</u> 10 Years (Breach of Warranty) R.I.G.L. § 9-1-13(a) <u>Breach of Contract:</u> <i>Written and Oral:</i> 10 Years. R.I.G.L. § 9-1-13(a)	<u>Construction:</u> 10 years from substantial completion of improvement to real property. R.I.G.L. §9-1-29. <u>Products:</u> None. 10-year statute found unconstitutional. <i>Kennedy v. Cumberland</i> , 471 A.2d 195 (R.I. 1984). <u>Medical Malpractice:</u> None.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
SOUTH CAROLINA	<u>Personal Property and Real Property</u> 3 Years S.C. Code §§ 15-3-530, 15-3-535	3 Years S.C. Code §§ 15-3- 530, 15-3-535, 15- 3-545 <u>Medical Malpractice:</u> 3 Years. 2 Years (foreign object) S.C. Code §§ 15-3- 545.	Summons and complaint must be completed no later than 120 days after suit filed. S.C. R. Civ. P. 3(a)(2).	3 Years (Product Liability) S.C. Code Ann. §§ 15-3- 530, 15-3-535 6 Years (Breach of Warranty) S.C. Code Ann. § 36-2-725 <u>Breach of Contract:</u> <i>Written and Oral:</i> 3 years. S.C. Code § 15-3-530. <i>Sale of Goods:</i> 6 Years. S.C. Code § 15-3-530.	<u>Construction:</u> 8 years from substantial completion of improvement to real property. S.C. Code § 15-3-640. <u>Products:</u> None. <u>Medical Malpractice:</u> 3 years from the date of the treatment, omission, or operation giving rise to the cause of action or 3 years from date of discovery or when it reasonably ought to have been discovered, not to exceed 6 years from date of occurrence. S.C. Code §§ 15-3-545.
SOUTH DAKOTA	<u>Personal Property and Real Property</u> 6 Years S.D.C.L. § 15-2-13(4)	3 Years S.D.C.L. § 15-2- 14(3) <u>Med Malpractice:</u> 2 Years S.D.C.L. § 15-2-14.1	An action is “commenced” by the service of a summons on the defendant. S.D.C.L. § 315-2-30. Constructive “commencement” of an action and an extension of time for service for 60 days arises when the summons is “delivered”, with the intent that it actually be served, to the sheriff. <i>Meisel v. Piggly Wiggly Co.</i> , 418 N.W.2d 321 (S.D. 1988); S.D.C.L. § 315-2-31.	3 Years (Product Liability) S.D.C.L. § 15-2-12.2 U.C.C. (4 Years) (Breach of Warranty) S.D.C.L. § 57A-2-725 <u>Breach of Contract:</u> <i>Written and Oral:</i> 3 years. S.D.C.L. § 15-2-13.	<u>Construction:</u> 10 Years from substantial completion of improvement. If injury occurs during 10 th year after substantial completion, action may be brought within one year after injury, but not more than 11 years after substantial completion. S.D.C.L. § 15-2A-3. <u>Products:</u> None. <u>Medical Malpractice:</u> 2 years after act or omission. S.D.C.L. § 15-2-14.1. <u>Legal Malpractice:</u> 3 years after the malpractice. S.D.C.L. § 15-2-14.2

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
TENNESSEE	<p><u>Personal Property and Real Property</u></p> <p>3 Years T.C.A. § 28-3-105</p>	<p>1 Year T.C.A. § 28-3-104</p> <p><u>Medical Malpractice:</u> If not discovered within 1 year, 1 year from the date of discovery. No action may be brought more than 3 years from the date of the act or omission, unless involving fraudulent concealment, in which case an action must be brought within 1 year of discovery. In a case involving a foreign object left in patient: 1 year from the date the injury or wrongful act was discovered or should have been discovered. Tenn. Code Ann. § 29-26-116.</p>	<p>Action commenced by filing complaint, but if process remains unserved for 90 days, plaintiff must obtain new process within one year. Tenn. R. Civ. Pro. 3 and 4.03.</p>	<p><u>Personal Injury:</u> 1 Year (Product Liability) T.C.A. § 28-3-104</p> <p><u>Property Damage:</u> 3 Years (Product Liability) T.C.A. § 28-3-105</p> <p>U.C.C. (4 Years) (Breach of Warranty) T.C.A. § 47-2-725(1)</p> <p><u>Breach of Contract:</u> <i>Written and Oral:</i> 3 years. T.C.A. § 28-3-109.</p>	<p><u>Construction:</u> 4 years from substantial completion of improvement to real property. If injury occurred during 4th year after substantial completion, action must be brought in one year after injury. Action involving real estate must be brought within five years after substantial completion. T.C.A. § 28-3-202. If the loss occurs in the 4th year, repose runs one year from the date of loss. T.C.A. § 28-3-203. Exceptions: Fraud or person in possession as owner or tenant of property. T.C.A. § 28-3-205. "Improvement to real property," not defined but courts have several approaches. <i>Cartwright v. Presley</i>, 2007 WL 161042 (Tenn. App. 2007). (1) a common-law fixture analysis, (2) the common-sense approach, and (3) as in Black's Law Dictionary. <i>State Farm Fire & Cas. Co. v. Pentair Filtration, Inc.</i>, 2011 WL 2118658 (E.D. Tenn. 2011).</p> <p><u>Products:</u> Shorter of 10 years from first purchase date or use or within one year from expiration of useful life. T.C.A. § 29-28-103.</p> <p>Professional Malpractice: <i>Accountants/Attorneys:</i> 5 Years. T.C.A. § 28-3-104 (after 7/1/14); <i>Real estate appraisers:</i> T.C.A. § 47-2-725 (after 7/1/17).</p> <p><u>Medical Malpractice:</u> See "Personal Injury."</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
TEXAS	<u>Personal Property and Real Property</u> 2 Years Tex. Civ. Prac. & Rem. Code Ann. § 16.003	2 Years Tex. Civ. Prac. & Rem. Code Ann. § 16.003	Must “bring suit” on claim within limitations period. To “bring suit” means to both file suit within that period and use “due diligence” to serve the defendant with process. <i>Molina v. Gears</i> , 2018 WL 1404340 (Tex. App.-Houston. [14 th Dist.] 2018).	2 Years (Product Liability) Tex. Civ. Prac. & Rem. Code Ann. § 16.003 U.C.C. (4 Years) (Breach of Warranty) Tex. Bus. & Com. Code Ann. § 2.725 Implied warranty of merchantability is restricted to merchants. §2.314(a). SOL is four years on a breach of warranty claim. §2.725(b). but only two years on strict liability. §16.003. <u>Breach of Contract:</u> <i>Written and Oral:</i> 4 years. Tex. Civ. Prac. & Rem. Code § 16.004.	<u>Construction:</u> (Builders or Contractors who construct or repair improvements to real property). Ten (10) years from substantial completion of improvement to real property. Tex. Civ. Prac. & Rem. Code § 16.008 (Architects, Engineers, Interior Designers, Landscape Architects); §16.009 (Builders, Contractors). If claim occurs during 10-year period, extended for two years from date of claim. If injury occurs during 10 th year, may sue up to two years after accrual. Tex. Civ. Prac. & Rem. Code § 16.009. <u>New Residential Homes:</u> Six (6) years for new homes (only applies to contracts on or after June 9, 2023, and Builder/Contractor must give written warranty of 1-year for workmanship and materials, 2-year for plumbing, electrical, heating, and AC, and 6-year for major structural components). Applies to “any claim arising out of the design, construction, or repair of a new residence (not condo), of alteration, repair, or addition to existing residence, or appurtenance to residence”. <u>Products:</u> 15 years from sale unless manufacturer says useful life is longer. Tex. Civ. Prac. & Rem. Code Ann. § 16.012. <u>Medical Malpractice:</u> 10 years. . Tex. Civ. Prac. & Rem. Code Ann. § 74.251.

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
UTAH	<u>Personal Property.</u> 3 Years U.C.A. § 78B-2-305(1) <u>Improvements to Real Property:</u> 2 Years U.C.A. § 76B-2-225	4 Years U.C.A. § 78B-2-307(3) <u>Wrongful Death:</u> 2 Years <u>Med Malpractice:</u> 2 Years U.C.A. § 78B-2-304(2) and U.C.A. § 78(B)-3-404	Summons and complaint in an action commenced under Rule 3(a)(1) must be served no later than 120 days after the complaint is filed, unless the court orders a different period under Rule 6. Utah R. Civ. Pro. 3(a).	<u>Personal Injury:</u> 2 Years (Product Liability) U.C.A. § 78B-6-706 <u>Property Damage:</u> 2 Years (Product Liability) U.C.A. § 78B-6-706 <u>Personal Injury:</u> 4 Years (Breach of Warranty) U.C.A. § 78B-2-307(3) <u>Property Damage:</u> 3 Years (Breach of Warranty) U.C.A. § 78B-2-305(1) <u>Breach of Contract</u> <u>Written:</u> 6 Years U.C.A. § 78B-2-309. <u>Oral:</u> 4 Years. U.C.A. § 78B-2-307.	<u>Construction:</u> If breach of contract or warranty case, six years from completion. All others two years from discovery or reasonable discoverability but not more than nine years. If discovered in 8 th or 9 th year, then 2 additional years. U.C.A. § 78B-2-225. <u>Products:</u> None. <u>Medical Malpractice:</u> None.
VERMONT	<u>Personal Property.</u> 3 Years Vt. Stat. Tit. 12, § 512 <u>Real Property:</u> 6 Years Vt. Stat. Tit. 12, § 511	3 Years Vt. Stat. Ann. Tit. 12, § 512(4) <u>Wrongful Death:</u> 2 Years Vt. Stat. Ann. Tit. 14, § 1492 <u>Med Malpractice:</u> Later of 3 years from incident or 2 years from discovery. Vt. Stat. Ann. Tit. 12, § 521.	When action commenced by filing, summons and complaint must be served upon the defendant within 60 days after the filing of the complaint. When an action is commenced by service, complaint must be filed within 21 days after the completion of service. Vt. Ru. Civ. P. 3. All subrogated claims shall give notice in writing to the assured at least 14 days prior to asserting the claim. VT R RCP Rule 17(c).”	3 Years (Product Liability) Vt. Stat. Ann. Tit. 12, § 512(4), (5) U.C.C. (4 years) (Breach of Warranty) Vt. Stat. Ann. Tit. 9A, § 2-725 <u>Breach of Contract:</u> <u>Written and Oral:</u> 6 years. Vt. Stat. Tit. 12, § 511	<u>Construction:</u> None for Improvements To Real Property. However, 6 years after cause of action arises where “Common Interest Ownership community (condominium, planned community, or real estate cooperative) involved.” Vt. Stat. Ann. Tit. 27A, § 4-116(a). <u>Products:</u> None. <u>Medical Malpractice:</u> See “Personal Injury.”

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
VIRGINIA	<p>Personal Property and Real Property</p> <p>5 Years Va. St. § 8.01-243(B)</p>	<p>2 Years Va. St. § 8.01-243(A)</p> <p><u>Medical Malpractice:</u> <i>Foreign Object:</i> 1 Year from date object should have been discovered. <i>Fraud or concealment:</i> SOL extended 1 year from date injury is discovered, or should have been discovered, not to exceed 10 Years. Va. St. § 8.01-243.</p>	<p>Service of process in an action or suit within 12 months of commencement of the action is timely as to that defendant.</p> <p>After 12 months, service is timely upon a finding by the court that the plaintiff exercised due diligence to have timely service made on the defendant. Va. St. § 8.01-275.1.</p>	<p><u>Personal Injury:</u> 2 Years (Product Liability) Va. St. § 8.01-243(A)</p> <p><u>Property Damage:</u> 5 Years (Product Liability) Va. St. § 8.01-243(B)</p> <p>4 Years if property subject to contract is damaged. Va. St. § 8.2-725.</p> <p><u>U.C.C.</u> : 2 Years</p> <p><u>Property Damage:</u> 4 Years (Breach of Warranty) Va. St. § 8.1A-101, <i>et seq.</i> and Va. St. § 8.2-725 (Property Subject to Contract)</p> <p><u>Personal Injury:</u> 2 Years (Breach of Warranty) Va. St. §§ 8.01-243, 8.01-246</p> <p><u>Breach of Contract</u> <i>Written:</i> 5 Years <i>Oral:</i> 3 Years. Va. St. § 8.01-246.</p>	<p><u>Construction:</u> 5 years for improvement to real property for injuries resulting from ordinary building materials. The statute excludes manufacturers or suppliers of equipment or machinery installed in real property. Va. St. § 8.01-250.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> See “Personal Injury”</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
WASHINGTON	<p><u>Personal Property and Real Property</u></p> <p><u>Intentional Acts:</u> 2 Years R.C.W.A. § 4.16.100</p> <p><u>Negligence Claim:</u> 3 Years R.C.W.A. § 4.16.080</p>	<p><u>Intentional Acts:</u> 2 Years R.C.W.A. § 4.16.100</p> <p><u>Negligence Claims:</u> 3 Years R.C.W.A. § 4.16.080</p> <p><u>Med Malpractice:</u> Later of 3 years from date of act or 1 year from discovery of injury. R.C.W.A. § 4.16.350</p>	<p>Action deemed commenced when complaint is filed, or summons is served. Service must be had within 90 days from the date complaint is filed. If action commenced by service, plaintiff must file the summons and complaint within 90 days from the date of service. Otherwise, action will not be deemed commenced for purposes of SOL. R.C.W.A. § 4.16.170.</p>	<p>3 Years (Product Liability) from discovery of harm, or from when the harm should have been discovered. R.C.W.A. § 7.72.060(3)</p> <p>U.C.C. (4 Years) (Breach of Warranty) R.C.W.A. § 62A.2-725</p> <p><u>Breach of Contract</u> <i>Written:</i> 5 Years R.C.W.A. § 4.16.040 <i>Oral:</i> 3 Years. R.C.W.A. § 4.16.080</p>	<p><u>Construction:</u> 6 years from substantial completion of construction on improvement to real property. This specifically does not apply to product manufacturers. 45 days written notice required. If denial within 21 days, plaintiff can file suit. R.C.W.A. § 4.16.310; R.C.W.A. § 4.16.300.</p> <p><u>Products:</u> Within 12 years of delivery of product. Rebuttable presumption that useful safe life has expired.</p> <p><u>Medical Malpractice:</u> All medical malpractice lawsuits must be filed within eight years after the malpractice occurred. R.C.W.A. § 4.16.080*</p> <p>*Washington's statute of repose on medical malpractice cases was held unconstitutional in <i>Bennett v. U.S.</i>, 2023 WL 8462687 (Wash. Dec. 7, 2023) (statute of repose violates Article 1, Section 12 of the Washington Constitution, which guarantees equal protection to all citizens).</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
WEST VIRGINIA	<p><u>Personal Property and Real Property</u></p> <p>2 Years W. Va. Code § 55-2-12</p>	<p>2 Years W. Va. Code § 55-2-12</p> <p><u>Medical Malpractice:</u></p> <p>2 Years from date of injury or 2 Years from discovery. W. Va. Code § 55-2-12</p> <p>30 days notice with expert's certificate of merit required. W. Va. Code § 55-7B-6.</p>	<p>Service must be done within 120 days after filing complaint. Court can extend the time. Rule 4. Summons, W.V. R. Civ. Proc. 4(k).</p>	<p>2 Years (Product Liability) W. Va. Code § 55-2-12</p> <p>U.C.C. (4 Years) (Breach of Warranty) W. Va. Code § 46-2-725(1)</p> <p><u>Breach of Contract</u></p> <p><i>Written:</i> 10 Years <i>Oral:</i> 5 Years. W. Va. Code § 55-2-6</p>	<p><u>Construction:</u> 10 years from occupying or acceptance of real property by owner for actions arising out of the planning, design, surveying, observation or supervision of any construction to real property. W. Va. Code § 55-2-6a.</p> <p><u>Products:</u> None.</p> <p><u>Medical Malpractice:</u> None</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
WISCONSIN	<p><u>Personal Property and Real Property</u></p> <p>6 Years (Non-Auto) Wis. Stat. § 893.52(1)</p> <p>3 Years (Auto) Wis. Stat. § 893.52(2).</p> <p>Action for property damage (real or personal), which accrues prior to 2/6/16, must be brought within six (6) years after the cause of action accrues. Wis. Stat. § 893.52(1). For actions after 2/6/16 if property damages are caused by a motor vehicle, action must be brought within three (3) years. Wis. Stat. § 893.52(2).</p>	<p><u>Non-Auto Bodily Injury:</u> 3 Years (auto and non-auto) Wis. Stat. § 893.54(1m)</p> <p><u>Assault/Battery/Libel/Slander/Intentional Act:</u> 3 Years, Wis. Stat. § 893.54.</p> <p><u>Death Involving Motor Vehicle occurring on or after 2/6/16:</u> 2 Years from accident date – not death. Wis. Stat. § 893.54(2m); <i>Christ v. Exxon Mobil Corp.</i>, 866 N.W.2d 602 (Wis. 2015).</p> <p><u>Death Involving Motor Vehicle occurring prior to 2/6/16:</u> 3 Years from date of accident.</p> <p><u>Medical Malpractice:</u> Later of 3 years from injury or 1 year from discovery. Wis. Stat. § 893.55.</p>	<p>A civil action in which a personal judgment is sought is commenced as to any defendant when a summons and complaint naming the person as defendant are filed with the court, provided service of an authenticated copy of the summons and of the complaint is made upon the defendant under this chapter within 90 days after filing. Wis. Stat. § 801.02(1); <i>Ness v. Digital Dial Comm'ns, Inc.</i>, 596 N.W.2d 365 (Wis. 1999).</p>	<p><u>Personal Injury:</u> 3 Years (Product Liability) Wis. Stat. § 893.54</p> <p><u>Wrongful Death Arising from Accident Involving Motor Vehicle</u> and loss occurs after 2/6/16: 2 Years (Product Liability), Wis. Stat. § 893.54(2m)</p> <p><u>Property Damage:</u> 6 Years (Product Liability) Wis. Stat. § 893.52</p> <p><u>Sale of Goods:</u> 6 Years (Breach of Warranty) <i>Selzer v. Brunsell Bros.</i>, 652 N.W.2d 806 (Wis. App. 2002).</p> <p><u>Breach of Contract:</u> <i>Written and Oral:</i> 6 years. Vt. Stat. Tit. 12, § 511 Wis. Stat. § 893.43</p> <p><u>UM/UIM Claim:</u> 3 Years from the resolution date of the underlying claim against at-fault tortfeasor. Wis. Stat. § 893.42(2).</p>	<p><u>Construction:</u> 7 years from substantial completion of improvement to real property. Does not apply to the manufacturer or producer of the material used in an improvement to real property. Wis. Stat. § 893.89.</p> <p><u>Products:</u> 15 years from date of manufacture, unless manufacturer makes a specific representation that product will last longer than 15 years. Product liability statute of repose applies only to causes of action commenced on or after February 1, 2011. It also applies only to strict liability claims – not claims based on negligence or breach of warranty. Wis. Stat. § 895.047.</p> <p><u>Medical Malpractice:</u> 5 Years from date of malpractice. Wis. Stat. § 893.55.</p>

STATE	PERSONAL/REAL PROPERTY	PERSONAL INJURY	SERVICE OF PROCESS REQUIREMENT	STRICT PRODUCT LIABILITY / BREACH OF WARRANTY/BREACH OF CONTRACT	STATUTE OF REPOSE / DISCOVERY RULE
WYOMING	<p><u>Personal Property and Real Property</u></p> <p>4 Years Wyo. Stat. § 1-3-105(a)(iv)(C)</p>	<p><u>Personal Injury:</u> 4 Years Wyo. Stat. § 1-3-105(a)(iv)(C)</p> <p><u>Wrongful Death:</u> 2 Years Wyo. Stat. § 1-38-102(d)</p> <p><u>Med Malpractice:</u> 2 Years, unless discovery in 2nd year, then extended by 6 months. Wyo. Stat. §§ 1-3-107(a)(I) and (a)(iv).</p>	<p>A civil action is commenced the day the complaint is filed, so long as a defendant is served with process within 60 days. If service is not made within 60 days, the action is deemed commenced on the date when service is made. <i>Ryel v. Anderies</i>, 4 P.3d 193 (Wyo. 2000); W.C.R.P. 3.</p>	<p>4 Years (Product Liability) Wyo. Stat. § 1-3-105(a)(iv)(C); <i>Ogle v. Caterpillar Tractor Co.</i>, 716 P.2d 334 (Wyo. 1986).</p> <p>U.C.C. (4 Years) (Breach of Warranty) Wyo. Stat. § 34.1-2-725</p> <p><u>Breach of Contract</u> <i>Written:</i> 10 Years <i>Oral:</i> 8 Years. Wyo. Stat. § 1-3-105.</p>	<p><u>Construction:</u> 10 years from substantial completion of improvement to real property. Wyo. Stat. § 1-3-111.</p> <p><u>Products:</u> None.</p>

These materials and other materials promulgated by Matthiesen, Wickert & Lehrer, S.C. may become outdated or superseded as time goes by. If you should have questions regarding the current applicability of any topics contained in this publication or any of the publications distributed by Matthiesen, Wickert & Lehrer, S.C., please call Gary Wickert at (800) 637-9176 or contact him via e-mail at gwickert@mwil-law.com. This publication is intended for the clients and friends of Matthiesen, Wickert & Lehrer, S.C. This information should not be construed as legal advice concerning any factual situation and representation of insurance companies and/or individuals by Matthiesen, Wickert & Lehrer, S.C. on specific facts disclosed within the attorney\client relationship. These materials should not be used in lieu thereof in any way.