

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

_____)	
BABAK BOGHRATY,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 1:24-cv-12045
)	
TRUSTEES OF BOSTON UNIVERSITY,)	
)	
Defendant.)	
_____)	

ANSWER TO VERIFIED COMPLAINT

Trustees of Boston University (“BU”) submits this answer to the Verified Complaint of Plaintiff Babak Boghraty.

The first sentence of the first, unnumbered paragraph of the Verified Complaint is a description of this action that requires no response; to the extent a response is required, the factual allegations in that sentence are denied. Answering further, BU admits that a copy of the Settlement Agreement between the parties is attached to the Verified Complaint as Exhibit 1. The second sentence of the prefatory paragraph is denied. The third sentence requires no response, except that BU denies that Boghraty has suffered any irreparable harm or damages.

BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the first sentence of footnote 1 to the Verified Complaint. As to the second sentence, BU admits that Boghraty has sent what purports to be a c. 93A demand letter, and states that no further response to the text of the footnote is required.

PARTIES

1. The first sentence of paragraph 1 is admitted. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in paragraph 1.

2. BU admits that it is a charitable institution organized under the laws of the Commonwealth of Massachusetts with a principal place of business at One Silber Way, Boston, Massachusetts.

JURISDICTION AND VENUE

3. Paragraph 3 contains legal conclusions to which no response is required.

4. Paragraph 4 contains legal conclusions to which no response is required.

5. The first sentence of Paragraph 5 contains legal conclusions to which no response is required. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of last sentence of paragraph 5.

FACTUAL ALLEGATIONS

BU does not respond to the section headings contained in the “Factual Allegations” section of the verified complaint. To the extent responses are required, they are denied.

6. Admitted.

7. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 7.

8. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 8.

9. The first two sentences of paragraph 9 are admitted. As to the third sentence of paragraph 9, BU admits that it offers a Risk Management and Compliance certificate program, and otherwise denies the allegations contained in that sentence.

10. As to the first sentence, BU admits that Boghraty gave BU a gift of \$250,000 in or around March 12, 2019, which he later rescinded, and that BU and Boghraty entered into a Gift Agreement, and it otherwise denies the allegations contained in the first sentence. The second sentence is admitted.

11. Admitted.

12. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12.

13. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 13.

14. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14.

15. BU denies that “JD 918,” as offered by BU Law since the Spring semester of 2020, is “Boghraty’s course,” and states that the course has been offered since that time with other Lecturers without Boghraty’s involvement. As to the factual allegations in paragraph 15 regarding the iteration of JD 918 previously taught by Boghraty, BU states that it lacks knowledge or information sufficient to form a belief as to their truth or falsity of such allegations.

16. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16.

17. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17.

18. BU admits that a dispute arose in 2019, and otherwise denies the allegations in paragraph 18.

19. BU admits the first sentence of paragraph 19. The second sentence is denied.

20. Admitted.

21. BU admits that the LinkedIn post included a course description of JD 918 that was drafted by Boghraty for BU and otherwise denies the allegations contained in paragraph 21.

22. BU states that the communication from Associate Dean Stacey Dogan speaks for itself and BU otherwise denies the allegations in paragraph 22.

23. Denied.

24. BU admits that the job posting closely matched the wording of a course description previously drafted for BU by Boghraty separate and apart from the syllabus for the course and otherwise denies the allegations contained in paragraph 24.

25. Denied.

26. BU states that the communication contained in Exhibit 5 to the Verified Complaint speaks for itself and that no further response to paragraph 26 is required.

27. BU denies that the communication contained in Exhibit 6 to the Verified Complaint states “that BU would stop using the Syllabus for JD 918,” and otherwise states that the letter contained in Exhibit 6 speaks for itself and that no further response to paragraph 27 is required.

28. Admitted.

29. BU admits that the Settlement Agreement provides that BU will return Boghraty's gift and otherwise denies the allegations contained in paragraph 29.

30. BU states that the Settlement Agreement, Exhibit 1 to the Verified Complaint, speaks for itself and that no further response to paragraph 30 is required.

31. BU states that the Settlement Agreement, Exhibit 1 to the Verified Complaint, speaks for itself and that no further response to paragraph 31 is required.

32. The first sentence of paragraph 32 is denied. As to the second sentence, BU states that the Settlement Agreement, Exhibit 1 to the Verified Complaint, speaks for itself and that no further response to this sentence is required.

33. BU admits that it asked Boghraty if he would like to teach again at BU and otherwise denies the allegations contained in paragraph 33.

34. BU states that paragraph 34 refers to a written communication that speaks for itself, denies all allegations inconsistent with the text of that communication, and states that no further response is required.

35. BU states that paragraph 35 refers to a written communication that speaks for itself, denies all allegations inconsistent with the text of that communication, and states that no further response is required.

36. BU states that paragraph 36 refers to a written communication that speaks for itself, denies all allegations inconsistent with the text of that communication, and states that no further response is required.

37. Admitted.

38. BU states that paragraph 38 refers to written communications that speaks for themselves, denies all allegations inconsistent with the text of such communications, and states that no further response is required.

39. BU admits that it offered JD 918 to students for the Spring 2025 semester via another Lecturer and states that it lacks information sufficient to respond to the remainder of paragraph 39.

40. BU admits that Exhibit 8 contains a true and accurate description of the Spring 2025 iteration of JD 918, and otherwise denies the allegations contained in paragraph 40.

41. BU lacks knowledge or information sufficient to respond to the allegation that Boghraty was “alarmed,” denies that there is an “Infringing Course,” denies that any course “description . . . promoted the need for the Settlement Agreement,” admits that the course descriptions are similar, and otherwise denies the allegations contained in the first sentence of paragraph 41. As to the remainder of paragraph 41, BU denies there is any “Infringing Course” and states that the published course description speaks for itself and no further answer is required.

42. Admitted.

43. Denied.

44. BU states that Exhibit 9 speaks for itself and no further response to the allegations contained in paragraph 44 is required.

45. BU states that the referenced communication speaks for itself and no further response to the allegations contained in paragraph 45 is required.

46. BU admits that it is offering a course on compliance and risk management in global commerce and otherwise denies the allegations contained in paragraph 46.

COUNT I
Copyright Infringement

47. BU restates and incorporates by reference its responses to the allegations above as if fully set forth herein.

48. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 48.

49. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 49.

50. BU lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 50.

51. Admitted.

52. Denied.

53. Denied.

54. Denied.

55. Denied.

COUNT II
Breach of Contract

56. BU restates and incorporates by reference its responses to the allegations above as if fully set forth herein.

57. Admitted.

58. BU states that the Settlement Agreement speaks for itself and no further answer is required.

59. Denied.

60. Denied.

61. Denied.

62. Denied.

63. Denied.

64. Denied.

65. Denied.

66. Denied.

BU denies that Boghraty is entitled to any relief pursuant to his Verified Complaint.

AFFIRMATIVE DEFENSES

1. Boghraty's copyright claim fails because the course description at issue is a work for hire under the Copyright Act and the copyright in the course description is therefore owned by BU, not Boghraty.

2. Boghraty's copyright claim fails under the doctrine of fair use.

3. Boghraty's copyright claim fails under the doctrine of merger.

4. Boghraty's copyright claim fails under the doctrine of scène-à-faire.

5. Boghraty's claims fail to state a claim upon which relief may be granted.

6. Boghraty's copyright claim is barred under the applicable statute of limitations.

7. Boghraty's claims are barred under the doctrine of laches.

BU reserves the right to seasonably amend its affirmative defenses.

BU DEMANDS A TRIAL BY JURY ON ALL COUNTS SO TRIABLE.

TRUSTEES OF BOSTON UNIVERSITY,

By its attorney,

/s/ Jeffrey J. Pyle

Jeffrey J. Pyle (BBO #647438)

jpyle@princelobel.com

PRINCE LOBEL TYE LLP

One International Place, Suite 3700

Boston, MA 02110

(617) 456-8143

(617) 456-8100 (fax)

Date: October 7, 2024

Certificate of Service

I hereby certify that the within document filed through the CM/ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and by first-class mail to any non-registered participants.

/s/ Jeffrey J. Pyle

Jeffrey J. Pyle