

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.: 2181CV01904

BABAK BABAKINEJAD,
Plaintiff,

v.

MASSACHUSETTS INSTITUTE
OF TECHNOLOGY,
Defendant.

RECEIVED
2/24/2022

DEFENDANT’S ANSWER TO PLAINTIFF’S SECOND AMENDED COMPLAINT

Defendant, Massachusetts Institute of Technology (“MIT”) hereby responds to Plaintiff’s Second Amended Complaint in the above-captioned matter as follows:

1. The first paragraph is an introductory paragraph characterizing the action and/or contains legal conclusions, and therefore no response is required. To the extent a response is required, Defendant denies any remaining allegations.

I. Introduction

2. To the extent Paragraph 2 is an introductory paragraph characterizing the action and/or contains legal conclusions, no response is required. To the extent a response is required, Defendant denies the same. Further answering, Defendant admits that Plaintiff was employed by MIT and that his employment ended on September 30, 2018 when the term of his contract for employment expired. Further answering, to the extent the allegations in Paragraph 2 reference a written document, that document speaks for itself; therefore any factual allegations or characterizations are denied. Defendant denies the remaining allegations set forth in Paragraph 2.

II. Jurisdiction and Venue

3. Defendant states that Paragraph 3 sets forth a legal conclusion, to which no response is required. To the extent a response is required, Defendant denies the same.

4. Defendant states that Paragraph 4 sets forth a legal conclusion, to which no response is required. To the extent a response is required, Defendant denies the same.

III. Parties

5. Defendant admits Plaintiff was employed by MIT as a Research Lead, Open Agriculture Initiative. Further answering, Defendant admits that the Open Agriculture Initiative was affiliated with MIT's Media Lab. Further answering, Defendants are without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 5 and accordingly they are denied.

6. Defendant admits that it is a Massachusetts corporation with a principal place of business located at 77 Massachusetts Avenue, Cambridge, Massachusetts. Further answering, Defendant admits that the MIT Media Lab is a research laboratory at MIT, and that Open Agriculture was an MIT Media Lab initiative. Defendant denies the remaining allegations in Paragraph 6.

IV. Factual Allegations

7. Defendant states that the allegations in Paragraph 7 reference an extract from the MIT Media Lab's website and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

8. Defendant states that the allegations in Paragraph 8 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

9. Defendant admits that Open Agriculture was a publicized MIT Media Lab initiative. Further answering, Defendant admits that Open Agriculture's objective was to experiment with and explore digital agricultural innovation and future agricultural systems. Further answering, Defendant admits that the Open Agriculture Initiative involved designing and developing a Personal Food Computer. Defendant denies the remaining allegations in Paragraph 9.

10. Defendant admits that the objective of the Personal Food Computer was to create and deploy a technology platform that uses robotic systems to control and monitor climate, energy, and plant growth inside of a specialized growing chamber to allow experimentation with agricultural growth worldwide. Further answering, Defendant admits that Caleb Harper was the Director of the Open Agriculture Initiative, and that the Open Agriculture Initiative was active from January 2015 to April 2020. Defendant denies the remaining allegations in Paragraph 10.

11. Defendant admits that the MIT Media Lab publicized its Open Agriculture Initiative, including its Personal Food Computer, which was both an operational and developing technology. Defendant denies the remaining allegations in Paragraph 11.

12. Defendant admits that Joi Ito was the Director of the MIT Media Lab. Further answering, Defendant states that the remaining allegations in Paragraph 12 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

13. Defendant states that the allegations in Paragraph 13 reference Ted.com and YouTube videos and that the videos speak for themselves; therefore, any factual allegations or characterizations are denied.

14. Defendant admits that the MIT Media Lab and Caleb Harper focused efforts on the Open Agriculture Initiative and Personal Food Computer, and that Caleb Harper traveled internationally to speak about the Open Agriculture Initiative and Personal Food Computer. Further answering, Defendant states that the remaining allegations in Paragraph 14 reference YouTube videos and that the videos speak for themselves; therefore, any factual allegations or characterizations are denied.

15. Defendant admits Caleb Harper and the MIT Media Lab were the subject of an episode of the television show 60 Minutes. Further answering, Defendant states that the remaining allegations in Paragraph 15 reference the recorded 60 Minutes program which speaks for itself; therefore, any factual allegations or characterizations are denied.

16. Defendant denies the allegations set forth in Paragraph 16.

17. Defendant denies the allegations set forth in Paragraph 17.

18. Defendant states that the allegations in Paragraph 18 reference a written document which speaks for itself; therefore, any factual allegations or characterizations are denied.

19. Defendant admits that Caleb Harper joined MIT President L. Rafael Reif and other guests from MIT at MIT “Better World” events in London and New York. Further answering, Defendant states that the remaining allegations in Paragraph 19 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

20. Defendant states that the allegations in Paragraph 20 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

21. Defendant admits that Caleb Harper and the MIT Media Lab were involved in fundraising to support the Open Agriculture Initiative. Defendant denies the remaining allegations in Paragraph 21.

22. Defendant denies the allegations set forth in Paragraph 22.

23. Defendant admits that the MIT Media Lab prepared an application for funding with the United States Department of State's Office of Global Food Security for the Open Agriculture Initiative. Further answering, Defendant admits that MIT President Reif met and spoke with Secretary of State John Kerry in January 2017 to discuss climate change. Further answering, Defendant states that the remaining allegations in Paragraph 23 reference extracts from websites cited by Plaintiff and that the extracts speak for themselves; therefore, any factual allegations or characterizations are denied.

24. Defendant admits that Plaintiff began work at the MIT Media Lab in or about May 2017. Further answering, Defendant admits that plaintiff became employed by MIT as a Research Lead, Open Agriculture Initiative, effective October 1, 2017. Defendant denies the remaining allegations in Paragraph 24.

25. Defendant denies the allegations set forth in Paragraph 25.

26. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding what Plaintiff complained about or reported to Mr. Harper and accordingly, they are denied on this basis. Defendant denies the remaining allegations set forth in Paragraph 26.

27. Defendant admits that the Personal Food Computer was a controlled environment agriculture technology platform that used robotic systems to control and monitor climate, energy, and plant growth inside of a specialized growing chamber. Further answering, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations

regarding Plaintiff's experiments, and accordingly, they are denied on this basis. Defendant denies the remaining allegations set forth in Paragraph 27.

28. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations regarding what Plaintiff reported to Mr. Harper and accordingly, they are denied on this basis. Defendant denies the remaining allegations set forth in Paragraph 28.

29. Defendant denies the allegations set forth in Paragraph 29.

30. Defendant admits that Plaintiff sent emails to Mr. Harper regarding water discharge at the Bates Research and Engineering Center, and that those emails speak for themselves.

31. Defendant states that the allegations in Paragraph 31 reference an email communication and that the email communication speaks for itself; therefore, any factual allegations or characterizations are denied.

32. Defendant states that the allegations in Paragraph 32 reference an email communication and that the email communication speaks for itself; therefore, any factual allegations or characterizations are denied. Defendant denies the remaining allegations set forth in Paragraph 32.

33. Defendant denies the allegations set forth in Paragraph 33.

34. Defendant states that the allegations in Paragraph 34 reference an email communication and that the email communication speaks for itself; therefore, any factual allegations or characterizations are denied.

35. Defendant denies the allegations set forth in Paragraph 35.

36. Defendant denies the allegations set forth in Paragraph 36.

37. Defendant denies the allegations set forth in Paragraph 37.

38. Defendant denies the allegations set forth in Paragraph 38.

39. Defendant admits that Plaintiff met with Mr. Joi Ito on or about May 3, 2018.

Defendant denies the remaining allegations set forth in Paragraph 39.

40. Defendant denies the allegations set forth in Paragraph 40.

41. Defendant denies the allegations set forth in Paragraph 41.

42. There is no Paragraph 42 in Plaintiff's Second Amended Complaint.

43. Defendant states that the allegations in Paragraph 43 reference an email communication and that the email communication speaks for itself; therefore, any factual allegations or characterizations are denied.

44. Defendant denies the allegations set forth in Paragraph 44.

45. Defendant denies the allegations set forth in Paragraph 45.

46. Defendant denies the allegations set forth in Paragraph 46.

47. Defendant admits that Plaintiff spoke with Mr. Rivanen Moorghen at the central human resources office one morning in 2018. Defendant denies the remaining allegations set forth in Paragraph 47.

48. Defendant admits that Plaintiff was on an approved leave of absence from mid-April 2018 through mid-September 2018. Further answering, Defendant admits that Plaintiff was on administrative leave from mid-September 2018 through September 30, 2018, and that his term appointment for employment expired on September 30, 2018. Defendant denies the remaining allegations set forth in Paragraph 48.

49. Defendant admits that Plaintiff's term of employment was not extended after its expiration on September 30, 2018. Defendant denies the remaining allegations set forth in Paragraph 49.

50. Defendant states that many of the allegations in Paragraph 50 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual

allegations or characterizations are denied. Defendant denies the remaining allegations set forth in Paragraph 50.

51. Defendant states that many of the allegations in Paragraph 51 reference extracts from websites cited by Plaintiff and that the extracts speak for themselves; therefore, any factual allegations or characterizations are denied. Defendant denies the remaining allegations set forth in Paragraph 51.

52. Defendant admits that Mr. Harper was promoted to a Principal Research Scientist position in the Fall of 2018. Defendant denies the remaining allegations set forth in Paragraph 52.

53. Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 53 and accordingly they are denied.

54. Defendant denies the allegations set forth in Paragraph 54.

55. Defendant states that the allegations in Paragraph 55 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

56. Defendant admits that Mr. Ito resigned from his position as Director of the MIT Media Lab on or about September 7, 2019. Further answering, Defendant states that the allegations in Paragraph 56 in part reference an article published in the New Yorker and that the article speaks for itself; therefore, any factual allegations or characterizations are denied. Further answering, Defendant is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 56 and accordingly they are denied.

57. Defendant states that the allegations in Paragraph 57 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

58. Defendant states that the allegations in Paragraph 58 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

59. Defendant states that the allegations in Paragraph 59 reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied.

60. Defendant admits that Dr. Maria Zuber, Vice President for Research, is Chair of the Institute Council on Environmental Health and Safety. Further answering, defendant admits that Dr. Maria Zuber was an EAT advisory board member, and attended the EAT forum event in 2017. Further answering, Defendant states that the allegations in Paragraph 60 in part reference an extract from a website cited by Plaintiff and that the extract speaks for itself; therefore, any factual allegations or characterizations are denied. Defendant denies the remaining allegations set forth in Paragraph 60.

61. Defendant states that the allegations in Paragraph 61 reference extracts from websites cited by Plaintiff and that the extracts speak for themselves; therefore, any factual allegations or characterizations are denied. Defendant denies the remaining allegations set forth in Paragraph 61.

62. Paragraph 62 sets forth a legal conclusion to which no response is required. To the extent a response is required, the allegations are denied. Defendant denies the remaining allegations set forth in Paragraph 62.

63. Defendant denies the allegations set forth in Paragraph 63.

64. Paragraph 64 sets forth legal conclusions to which no response is required. To the extent a response is required, the allegations are denied. Defendant denies the remaining allegations set forth in Paragraph 64.

65. Paragraph 65 sets forth legal conclusions to which no response is required. To the extent a response is required, the allegations are denied. Defendant denies the remaining allegations set forth in Paragraph 65.

66. Defendant denies the allegations set forth in Paragraph 66.

67. Defendant denies the allegations set forth in Paragraph 67.

68. Defendant denies the allegations set forth in Paragraph 68.

The Prayer for Relief paragraph does not assert factual allegations requiring a response from Defendants. To the extent a response is required, Defendants deny all allegations therein and deny that Plaintiff is entitled to judgment, damages or any other relief.

AFFIRMATIVE AND OTHER DEFENSES

Defendant hereby asserts the following affirmative and other defenses, but in so doing, do not undertake the burden of proof as to any element of any claim or defense not otherwise required by law.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint, and each cause of action therein, fails to state a claim upon which relief can be granted and should be dismissed pursuant to Mass. R. Civ. P. 12(b)(6).

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendant's actions were at all times proper, lawful, reasonable, and in conformity with all applicable Massachusetts and federal statutory, regulatory, and decisional law.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, to the extent that Plaintiff has failed to exhaust administrative remedies and/or failed to fulfill the procedural and/or administrative and/or jurisdictional prerequisites for maintaining this action.

FIFTH AFFIRMATIVE DEFENSE

Some or all of Plaintiff's claims brought were not made the subject of a charge of discrimination filed with the Massachusetts Commission Against Discrimination or the United States Equal Employment Opportunity Commission within 300 days after the alleged acts of discrimination. Those claims are barred from being heard by this Court.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendant had legitimate reasons for personnel action they took regarding Plaintiff and, because there was no causal connection between adverse employment action(s) (if any) taken by Defendant.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Defendant did not act intentionally, maliciously, willfully, or negligently.

EIGHTH AFFIRMATIVE DEFENSE

If Defendant was negligent in any respect, which Defendant expressly denies, then any such negligence on the part of Defendant was less than that of Plaintiff and Plaintiff's recovery should therefore be diminished or barred.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred, in whole or in part, because Plaintiff has suffered no damages.

TENTH AFFIRMATIVE DEFENSE

To the extent Plaintiff suffered damage, any damages suffered by Plaintiff were caused in whole or in part by a person or persons for whose conduct Defendant is not legally responsible.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because any damages suffered by Plaintiff were caused by Plaintiff's own acts, omissions, and course of culpable conduct.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by the equitable doctrines of waiver, estoppel, ratification, laches, and unclean hands.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff lacks standing to raise some or all of the claims asserted and/or the relief sought in the Complaint.

FOURTEENTH AFFIRMATIVE DEFENSE

Although Defendant expressly denies any liability to Plaintiff, Plaintiff has failed to mitigate his damages, if any.

FIFTEENTH AFFIRMATIVE DEFENSE

To the extent Plaintiff claims punitive damages, Plaintiff is not entitled to same because Defendant did not engage in any acts or omissions which would rise to the level required to sustain an award of punitive damages. Defendant is not liable to Plaintiff for liquidated or punitive damages, including but not limited to, because of Defendant's good faith efforts to comply with all equal employment opportunity laws, and other laws identified in the Complaint; Defendant is also not liable for such damages because it did not act in bad faith and/or did not commit any knowing, wanton, intentional, or malicious act, or authorize or ratify such an act.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, by reason of an accord and satisfaction.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because the relief sought would result in Plaintiff's unjust enrichment.

EIGHTEENTH AFFIRMATIVE DEFENSE

Some or all of Plaintiff's claims fail to the extent that Plaintiff's allegations are premised on the existence of an implied covenant of good faith and fair dealing, which does not exist for employment contracts under the applicable law.

NINETEENTH AFFIRMATIVE DEFENSE

The Complaint, and each allegation of fraud and deceit therein, fails to aver the circumstances constituting fraud with particularity in accordance with Massachusetts Rule of Civil Procedure 9(b), and all such allegations should accordingly be dismissed.

TWENTIETH AFFIRMATIVE DEFENSE

The Complaint, and each allegation of fraud and misrepresentation therein, fails because each such allegation is based on statements relating to future contractual promises, and not on statements relating to a past or existing fact

TWENTY-FIRST AFFIRMATIVE DEFENSE

The Complaint, and each allegation of fraud and misrepresentation therein, fails insofar as it relies on parol evidence not incorporated into the controlling written agreement

TWENTY-SECOND AFFIRMATIVE DEFENSE

Defendant reserves the right to amend this answer, including without limitation, to add such affirmative defenses as warranted by additional investigation and discovery in this case. The Defendant demands a trial by jury on all issues allowed to be tried by a jury.

RESERVATION OF RIGHTS

Defendant reserves the right to amend this answer, including without limitation, to add such affirmative defenses as warranted by additional investigation and discovery in this case.

WHEREFORE, Defendant requests that:

1. Plaintiff's Complaint be dismissed with prejudice;
2. Defendant be awarded costs and fees; and
3. Defendant be granted such other and further relief as the Court deems appropriate.

Respectfully submitted,

MASSACHUSETTS INSTITUTE
OF TECHNOLOGY

By its Attorneys,



Gregory A. Manousos (BBO #631455)

Jeffrey T. Collins (BBO #640371)

MORGAN, BROWN & JOY, LLP

200 State Street, Suite 11A

Boston, MA 02109

Phone: (617) 523-6666

Fax: (617) 367-3125

gmanousos@morganbrown.com

jcollins@morganbrown.com

Dated: February 24, 2022

Certificate of Service

I, Jeffrey T. Collins, hereby certify that on February 24, 2022 I caused a true and correct copy of the foregoing to be served upon Plaintiff's counsel Mitchel J. Notis, Law Office of Mitchell J. Notis, 27 Harvard Street, Brookline, MA 02445 via email at mitchnotis@aol.com.



Jeffrey T. Collins