

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
MASSACHUSETTS

Mathew Despins v. Knowledge AI, Inc., Joonhee Won, and Brian
Schreiber

Despins · No. 1:24-cv-12255-ADB · Decided March 12, 2026

SUMMARY

The United States District Court for the District of Massachusetts ruled on Defendants’ motion for summary judgment in Mathew Despins’s employment-related action against Knowledge AI, Inc. and its officers. The court dismissed the breach-of-contract and implied-covenant claims as moot after payment of earned wages, granted summary judgment on the common-law wrongful-termination claim, and denied summary judgment on the Massachusetts wage-law claims concerning attorney fees and retaliation.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	Allison D. Burroughs
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	March 12, 2026
DOCKET	1:24-cv-12255-ADB
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved for summary judgment in an action asserting breach of contract, breach of the implied covenant of good faith and fair dealing, common-law wrongful termination, and violations of Massachusetts wage laws.
STANDARD OF REVIEW	Summary judgment is appropriate when the movant shows that there is no genuine dispute as to any material fact and that the movant is entitled to judgment as a matter of law. The court reviews the entire record in the light most favorable to the nonmoving party, draws reasonable inferences in that party's favor, and does not credit conclusory allegations, improbable inferences, or unsupported speculation.

PRECEDENTIAL VALUE

unpublished district court memorandum and order; persuasive authority only

TOPICS[wage and hour](#)[retaliation](#)[employment contracts](#)[summary judgment](#)[civil procedure](#)**PRACTICE AREAS**[employment law](#)[wage and hour](#)[employment contracts](#)[civil procedure](#)[remedies](#)**QUESTIONS PRESENTED**

1. Whether Despins's breach-of-contract and implied-covenant claims remained justiciable after Defendants paid all wages and other damages recoverable under those theories.
2. Whether Massachusetts recognizes a separate common-law wrongful-termination claim when the alleged retaliation for seeking unpaid wages is covered by Mass. Gen. Laws chapter 149, §§ 148A and 150.
3. Whether chapter 151 of the Massachusetts General Laws applied to Despins's allegations concerning delayed wage payments and termination.
4. Whether Defendants were entitled to summary judgment on Despins's claim for costs and attorney fees under Mass. Gen. Laws chapter 149, § 150.
5. Whether Defendants were entitled to summary judgment on Despins's statutory retaliation claim under Mass. Gen. Laws chapter 149, § 148A.

HOLDINGS

1. The breach-of-contract and breach-of-implied-covenant claims were moot because Despins had received all damages recoverable under those theories.
2. Massachusetts does not recognize a separate common-law wrongful-termination claim on these facts because Mass. Gen. Laws chapter 149, §§ 148A and 150 provide a statutory prohibition and remedy for retaliation against an employee seeking wages.
3. Mass. Gen. Laws chapter 151, including the provisions cited by Despins, was inapplicable to his allegations because his \$100,000 annual salary did not appear to violate those provisions.
4. Despins's claim for costs and attorney fees under section 150 survived summary judgment because Defendants did not establish as a matter of law that the action failed to cause their payment of treble damages.
5. Summary judgment was denied on Despins's statutory retaliation claim because genuine disputes existed as to whether he engaged in protected conduct and whether Defendants terminated him because of that conduct.

KEY QUOTATIONS

“ “[A]n at-will employee has a cause of action for wrongful termination only if the termination violates a clearly established public policy.” ” (7)

“Where damages are resolved by payment of lost wages prior to judgment, the test for whether a plaintiff is a prevailing party entitled to attorney fees is whether the suit “act[ed] as a necessary and important factor in causing the defendant to provide a material portion of the relief demanded in the plaintiff’s complaint.” ” (9)

“Massachusetts courts interpret the words “any action” broadly, and the provision “certainly includes complaints made to the management of the employer.” ” (10-11)

FACTUAL BACKGROUND

Despins began working for Knowledge AI as a sales director under an at-will offer letter providing for a \$100,000 annual salary, commissions, and a monthly draw. He repeatedly asked when he would be paid, complained on June 12, 2024, that he had not been paid despite an assurance that payment would be made, and was terminated five days later. Defendants subsequently paid him wages and attempted to pay treble damages under the Massachusetts Wage Act, with the final payment made in January 2025. The court found a factual dispute about whether the termination resulted from Despins's wage complaints or from alleged failures to document his work.

PROCEDURAL HISTORY

Despins filed the action in Massachusetts Superior Court on July 2, 2024. Defendants removed it to the United States District Court for the District of Massachusetts on August 30, 2024, and answered on September 5, 2024. The court denied Despins's motion for judgment on the pleadings and then ruled on Defendants' motion for summary judgment, dismissing the contract and implied-covenant claims as moot, granting summary judgment on the common-law wrongful-termination claim, and denying summary judgment on the statutory wage claims.

DISPOSITION

other

CASES CITED

- *Borges ex rel. S.M.B.W. v. Serrano-Isern*, 605 F.3d 1, 4-5 (1st Cir. 2010)
- *Martinez v. Colon*, 54 F.3d 980, 984 (1st Cir. 1995)
- *Medina-Munoz v. R.J. Reynolds Tobacco Co.*, 896 F.2d 5, 8 (1st Cir. 1990)
- *Ocasio-Hernández v. Fortuño-Burset*, 777 F.3d 1, 4-5 (1st Cir. 2015)
- *Carmona v. Toledo*, 215 F.3d 124, 132 (1st Cir. 2000)
- *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986)
- *Podiatrist Ass’n v. La Cruz Azul de P.R., Inc.*, 332 F.3d 6, 13 (1st Cir. 2003)
- *Griggs-Ryan v. Smith*, 904 F.2d 112, 115 (1st Cir. 1990)
- *Oleskey ex rel. Boumediene v. U.S. Dep’t of Def.*, 658 F. Supp. 2d 288, 294 (D. Mass. 2009)

- *Founding Church of Scientology of Wash., D.C., Inc. v. Nat'l Sec. Agency*, 610 F.2d 824, 836 (D.C. Cir. 1979)
- *Cochran v. Quest Software, Inc.*, 328 F.3d 1, 6 (1st Cir. 2003)
- *Lipsitt v. Plaud*, 994 N.E.2d 777, 782-83, 785 n.11 (Mass. 2013)
- *DeRose v. Putnam Mgmt. Co.*, 496 N.E.2d 428, 431 n.4, 432 (Mass. 1986)
- *Hall v. Paine*, 112 N.E. 153 (Mass. 1916)
- *King v. Driscoll (King II)*, 673 N.E.2d 859, 861 (Mass. 1996)
- *Kravetz v. Merchs. Distribs., Inc.*, 440 N.E.2d 1278, 1281 (Mass. 1982)
- *Maddaloni v. W. Mass. Bus Lines, Inc.*, 438 N.E.2d 351, 356 (Mass. 1982)
- *Town of Portsmouth, R.I. v. Lewis*, 813 F.3d 54, 58 (1st Cir. 2016)
- *Am. C.L. Union of Mass. v. U.S. Conf. of Catholic Bishops*, 705 F.3d 44, 52 (1st Cir. 2013)
- *King v. Driscoll (King I)*, 638 N.E.2d 488, 492, 494 n.7 (Mass. 1994)
- *Flesner v. Tech. Commc'ns Corp.*, 575 N.E.2d 1107, 1110-11 (Mass. 1991)
- *Meehan v. Med. Info. Tech., Inc.*, 177 N.E.3d 917, 923 (Mass. 2021)
- *Mello v. Stop & Shop Cos.*, 524 N.E.2d 105, 105, 107 n.2 (Mass. 1988)
- *Lohnes v. Darwin Partners, Inc.*, No. 021299, 2002 WL 31187688, at *3 (Mass. Super. Ct. July 23, 2002)
- *Fernandes v. Attleboro Housing Auth.*, 20 N.E.3d 229, 237 (Mass. 2014)
- *Ferman v. Sturgis Cleaners, Inc.*, 116 N.E.3d 1196, 1203 (Mass. 2019)
- *Travers v. Flight Servs. & Sys., Inc.*, 808 F.3d 525, 531 (1st Cir. 2015)
- *Claudio-Gotay v. Becton Dickinson Caribe, Ltd.*, 375 F.3d 99, 102 (1st Cir. 2004)
- *Smith v. Winter Place LLC*, 851 N.E.2d 417, 421 (Mass. 2006)
- *Biewald v. Seven Ten Storage Software, Inc.*, 113 N.E.3d 881, 889 (Mass. App. Ct. 2018)
- *Verdrager v. Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, P.C.*, 50 N.E.3d 778, 802-03 (Mass. 2016)