

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
MASSACHUSETTS

Bernard E. Bulwer, M.D. v. EchoNous, Inc.

Bulwer · No. 23-11097-BEM · Decided January 22, 2026

SUMMARY

The United States District Court for the District of Massachusetts granted EchoNous, Inc.’s motion for summary judgment against Bernard E. Bulwer, M.D., who asserted unjust enrichment and quantum meruit claims concerning services and copyrighted materials provided to the company. The court held that EchoNous had not waived its copyright-preemption defense, but concluded that the claims were not preempted because they sought compensation for authorized use rather than enforcement of copyright-exclusive rights. The court nevertheless entered judgment for EchoNous because the parties’ compensation agreement covered the relevant subject matter and Dr. Bulwer failed to establish a genuine dispute regarding reasonable expectations of additional compensation.

CASE DETAILS

COURT	United States District Court for the District of Massachusetts
WRITING FOR THE COURT	Brian E. Murphy
JURISDICTION	United States District Court for the District of Massachusetts
DECIDED	January 22, 2026
DOCKET	23-11097-BEM
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for summary judgment on the plaintiff’s Massachusetts unjust-enrichment and quantum-meruit claims. The district court granted the motion.
STANDARD OF REVIEW	Summary judgment is proper when the record shows no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the record and reasonable inferences in the light most favorable to the nonmovant, but the nonmovant must present definite, competent evidence supporting every essential element of the claim.
PRECEDENTIAL VALUE	unknown

TOPICS

summary judgment

copyright law

quantum meruit

unjust enrichment

contracts

PRACTICE AREAS

copyright law

contracts

commercial litigation

civil procedure

remedies

QUESTIONS PRESENTED

1. Whether EchoNous waived its copyright-preemption defense by failing to plead it in its answer.
2. Whether Bulwer's unjust-enrichment and quantum-meruit claims were preempted by federal copyright law.
3. Whether the existence of a contract covering the parties' relationship barred recovery under unjust-enrichment and quantum-meruit theories.
4. Whether Bulwer presented sufficient evidence of a reasonable expectation of additional compensation to create a genuine dispute of material fact.

HOLDINGS

1. EchoNous did not waive its copyright-preemption defense because Bulwer had fair notice of the copyright and intellectual-property issues and suffered no unfair prejudice from the defense being raised after the answer stage.
2. Bulwer's unjust-enrichment and quantum-meruit claims were not preempted by federal copyright law because they sought compensation for authorized use of his materials rather than enforcement of copyright-exclusive rights.
3. Bulwer could not recover under unjust-enrichment or quantum-meruit theories because a valid contract governed the same subject matter and defined the parties' obligations.
4. Even assuming some materials were outside the pre-ICA contract, Bulwer failed to provide definite and competent evidence creating a genuine dispute over whether he reasonably expected additional compensation.

KEY QUOTATIONS

“The Court need not decide that question.”

“Accordingly, Dr. Bulwer is not entitled to recover under a theory of unjust enrichment or quantum meruit.”

“Unjust enrichment is not a boundless doctrine, but is, instead, narrower, more predictable, and more objectively determined than the implications of the words ‘unjust enrichment.’”

FACTUAL BACKGROUND

Bulwer, an echocardiologist and medical illustrator, provided EchoNous with medical images, books, written materials, and consulting services relating to EchoNous's Kosmos ultrasound device and related software. Beginning in August 2020, EchoNous paid him \$5,000 per month for consultancy services, and the parties later entered into an Independent Contractor Agreement under which EchoNous paid him \$15,000 per month plus

expenses. After EchoNous declined to renew the agreement, Bulwer sought additional compensation for materials he claimed EchoNous had used, leading to his unjust-enrichment and quantum-meruit claims.

PROCEDURAL HISTORY

Bulwer filed the action on May 16, 2023, asserting unjust-enrichment and quantum-meruit claims for the period from June 2020 through October 25, 2021. EchoNous moved for summary judgment. After a December 1, 2025 hearing, the court permitted supplemental briefing concerning whether the materials at issue fell within the subject matter of copyright, and then granted summary judgment for EchoNous.

DISPOSITION

other

CASES CITED

- Grogan v. All My Sons Bus. Dev. LLC, 552 F. Supp. 3d 142, 145 (D. Mass. 2021)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Rogers v. Fair, 902 F.2d 140, 143 (1st Cir. 1990)
- Noonan v. Staples, Inc., 556 F.3d 20, 25 (1st Cir. 2009)
- Price v. Gen. Motors Corp., 931 F.2d 162, 164 (1st Cir. 1991)
- Satanic Temple, Inc. v. City of Bos., 684 F. Supp. 3d 21, 30 (D. Mass. 2023), *aff'd*, 111 F.4th 156 (1st Cir. 2024)
- Mesnick v. Gen. Elec. Co., 950 F.2d 816, 822 (1st Cir. 1991)
- Prime Healthcare Servs. - Landmark, LLC v. CIGNA Health & Life Ins. Co., 2024 WL 361368, at *2 (D.R.I. Jan. 31, 2024)
- Fryer v. A.S.A.P. Fire & Safety Corp., 658 F.3d 85, 90 (1st Cir. 2011)
- Int'l Longshoremen's Ass'n v. Davis, 476 U.S. 380, 390-91 (1986)
- Wolf v. Reliance Standard Life Ins. Co., 71 F.3d 444, 449 (1st Cir. 1995)
- Jakobsen v. Mass. Port Auth., 520 F.2d 810, 813 (1st Cir. 1975)
- Conjugal P'ship v. Conjugal P'ship, 22 F.3d 391, 400 (1st Cir. 1994)
- Williams v. Ashland Eng'g Co., 45 F.3d 588, 593 (1st Cir. 1995), *abrogated on other grounds by* Carpenters Loc. Union No. 26 v. U.S. Fid. & Guar. Co., 215 F.3d 136 (1st Cir. 2000)
- Davignon v. Clemmey, 322 F.3d 1, 15 (1st Cir. 2003)
- Jalbert v. Grautski, 554 F. Supp. 2d 57, 75 (D. Mass. 2008)
- Briarpatch Ltd., L.P. v. Phoenix Pictures, Inc., 373 F.3d 296, 305 (2d Cir. 2004)
- Tingley Sys., Inc. v. CSC Consulting, Inc., 152 F. Supp. 2d 95, 104-05, 112 (D. Mass. 2001)
- Data Gen. Corp. v. Grumman Sys. Support Corp., 36 F.3d 1147, 1164 (1st Cir. 1994), *abrogated on other grounds by* Reed Elsevier, Inc. v. Muchnick, 559 U.S. 154 (2010)
- Reed Elsevier, Inc. v. Muchnick, 559 U.S. 154 (2010)
- Rubin v. Brooks/Cole Publ'g Co., 836 F. Supp. 909, 923 (D. Mass. 1993)

- Feldman v. Twentieth Century Fox Film Corp., 723 F. Supp. 2d 357, 368 (D. Mass. 2010)
- Levine v. Landy, 832 F. Supp. 2d 176, 188 (N.D.N.Y. 2011)
- Guldseth v. Fam. Med. Assocs. LLC, 45 F.4th 526, 540-41 (1st Cir. 2022)
- Scarpaci v. Lowe's Home Ctr., LLC, 212 F. Supp. 3d 246, 253 & n.7 (D. Mass. 2016)
- Mass. Eye & Ear Infirmary v. QLT Phototherapeutics, Inc., 412 F.3d 215, 234 (1st Cir. 2005)
- Perez v. Lorraine Enters. Inc., 769 F.3d 23, 30 (1st Cir. 2014)
- Tamposi v. Denby, 974 F. Supp. 2d 51, 63 (D. Mass. 2013)

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