MASSACHUSETTS Lawyers Weekly

Part of the BRIDGETOWER MEDIA network ■ MAY 6, 2026

Judge: professor may have claim to trade secrets

Handbook provides toehold to establish standing, avoid dismissal

■ CORREY E. STEPHENSON

A Northeastern University professor who claims another professor and a former student misappropriated trades secrets she owns can move forward with her suit against them, a Superior Court judge has found in denying the defendants' motion to dismiss.

The plaintiffs, Professor Hongli Zhu and her company, Solid Ionics, sued defendants Sanjeev Mukerjee, also a professor at Northeastern, and Tongtai Ji, a former Ph.D. student in Zhu's lab, for misappropriation of Zhu's trade secrets.

The defendants moved to dismiss, arguing that the plaintiffs lacked standing to bring suit because they did not own and failed to adequately identify the alleged trade secrets.

In denying the motion, Judge Peter B. Krupp looked to Northeastern's faculty handbook.

"The subject matter here, in whole or in part, fits clearly into the definition of a 'trade secret,'" he wrote, adding that Zhu made a credible showing that her research did not involve significant use of university resources, as defined in the handbook, and she did not enter into any agreement assigning ownership of her trade secrets to Northeastern.

Benjamin J. Wish

Northeastern's trade secret policy affords professors a greater entitlement to ownership than Northeastern's patent policy, upon which the defendants sought to rely.

— Benjamin J. Wish, Boston

The 10-page decision is *Zhu, et al. v. Mukerjee, et al.*, Lawyers Weekly No. 09-035-26.

WHO OWNS THE TRADE SECRET?

Benjamin J. Wish of Boston, who represents the plaintiffs, said the decision reflects the reality that the ownership of trade secrets, or intellectual property more broadly, is a function of the particularities of a contract.

"Here, Northeastern's trade secret policy affords professors a greater entitlement to ownership than Northeastern's patent policy, upon which the defendants sought to rely," Wish said.

While the underlying question of ownership of a trade secret as between a university and a professor is common, a third party raising ownership is not, said Boston lawyer Russell Beck, who was not involved in the case.

"Typically, it is resolved just as the Superior Court did here: by reviewing the university's policies together with any agreements between the university, the professor or professors, and any other involved party, often a company sponsoring or supporting the research," he said.

Beck also highlighted the defendants' second argument in attempting to dismiss the case, noting that the question of rea-

sonable particularity is "increasingly important," especially in state court because Massachusetts adopted the Uniform Trade Secrets Act in 2018.

"MUTSA establishes two different standards," he said. "At the pleading stage, a trade secret owner need only allege the circumstances of misappropriation with reasonable particularity, meaning they just need to describe the nature of the trade secrets and the basis for their protection. That is a lower bar than the standard required to proceed to discovery, where trade secrets have to be identified with sufficient particularity to permit the court to set appropriate discovery boundaries and to enable the other parties to prepare a defense."

To satisfy that requirement, the plaintiffs submitted a 26-page disclosure explaining the alleged trade secrets.

"While volume alone doesn't satisfy the disclosure requirement at the discovery stage, the plaintiff seems to recognize the disclosure obligation," Beck noted.

Boston lawyers Erik W. Weibust, who represented defendant Mukerjee, and Kurt B. Fliegauf, who defended Ji, declined to comment on the decision.

SOLID-STATE BATTERIES

A faculty member in Northeastern's mechanical and industrial engineering department since 2015, Zhu conducted research primarily involving all-solid-state batteries, or ASSBs.

Both the National Science Foundation and the Department of Energy supported her research.

According to Zhu's complaint, she did not significantly use Northeastern's administrative resources or the university's facilities, equipment, funds, personnel and other resources above what would customarily be provided to other faculty members.

Zhu set up Solid Ionics in 2023 to specialize in the advancement of solid-state batteries.

Between 2022 and 2025, Ji was a research assistant in Zhu's laboratory. Zhu required Ji, a Ph.D. candidate in Northeastern's mechanical and industrial engineering department, to sign a nondisclosure agreement, and she procured Ji's verbal and written assurances via email and text message that he would not disclose proprietary information he learned while working in her lab.

Prior to joining Zhu's lab, Ji had no experience or expertise in battery chemistry or solid-state systems. He had access to Zhu's proprietary technologies while at her lab.

According to Zhu, in or about 2024, Mukerjee, a faculty member in Northeastern's chemistry and chemical biology departments, began a concerted effort to recruit members of her staff, allegedly disparaging Zhu to damage her reputation among students and faculty and to incentivize transfers to his lab.

In 2025, Ji transferred to Mukerjee's lab.

Zhu asserted that when Ji transferred to Mukerjee's lab, he took trade secrets that she had developed. The allegedly misappropriated intellectual property included highly specific technical parameters such as proprietary O-ring materials and compression sequences for cell sealing and precise pressure control values for battery operation and pellet fabrication.

Zhu contended that those technical parameters were novel discoveries not available in the public domain.

On Sept. 3, 2025, Zhu discovered that Ji allegedly had taken her trade secrets when he presented the same chemistry sys-

Zhu, et al. v. Mukerjee, et al.

THE ISSUE: Can a professor sue a fellow professor and Ph.D. student for misappropriating trade secrets she claims she owns per the university's faculty handbook?

DECISION: Yes (Suffolk Superior Court)

LAWYERS: Devon J. Friedfertig and Benjamin J. Wish, of Todd & Weld, Boston (plaintiffs)

Katherine Rigby and Erik W. Weibust, of Epstein, Becker, Green, Boston; Kurt B. Fliegauf of Conn, Kavanaugh, Rosenthal, Peisch & Ford, Boston (defense)

tem developed in Zhu's lab during his Ph.D. qualifying exam, conducted under the affiliation of Mukerjee's lab.

Although it took her more than six years to develop her trade secrets, Zhu alleged that Ji presented data at a national Electrochemical Society Conference regarding ASSBs he fabricated in Mukerjee's lab in less than 10 months.

It would not have been possible for Ji to have fabricated ASSBs so successfully and quickly without using Zhu's trade secrets and the inorganic compound she shared with Ji while he was working in her lab, Zhu contended.

Zhu and her company subsequently filed suit, alleging misappropriation of trade secrets and conspiracy to misappropriate trade secrets, both in violation of the Massachusetts Trade Secret Act.

The defendants responded with a motion to dismiss, arguing that the plaintiffs lacked standing to bring their claims and that they failed to identify a valid trade secret under G.L.c. 93, §42D(b).

STANDING, PARTICULARITY SATISFIED

Beginning with standing, Krupp focused on whether the plaintiffs owned or sufficiently controlled the confidential information in question, so as to have been personally harmed by its dissemination to others.

The defendants argued that based on the "Policy on Patents," found in the university's faculty handbook, the proprietary information at issue constituted a "Covered Invention" because it was conceived as an "Externally Sponsored Invention" and therefore ownership — and standing — rested with Northeastern.

But Krupp agreed with the plaintiffs that the confidential information at issue was a trade secret governed by the handbook's "Policy on Trade Secrets," defined as "information for which the owner has taken reasonable measures to keep secret and the information itself has independent actual or potential economic value that is not readily known to the public," including but not limited to "Inventions, Original Works of Authorship, Computerware, data, and/or other information."

"The subject matter here, in whole or in part, fits clearly into the definition of a 'trade secret,' and does not all so neatly fall under the definition of a patentable invention," Krupp wrote. "Nor does the Faculty Handbook create a hierarchy between the patent and trade secret policies."

Nor was Krupp persuaded that even if the information fell under the trade secret policy, it still belonged to the university.

The Policy on Trade Secrets provides that faculty who create information with "Significant Use of University Resources" or pursuant to an agreement allowing the university to own such information assign their rights to the university.

"Zhu has made a credible showing that neither condition applies here," Krupp wrote. "Specifically, she asserts that her research did not involve 'Significant Use of University Resources,' as that phrase is defined in the Faculty Handbook, and she did not enter into any agreement assigning ownership of her trade secrets to Northeastern."

As for the defendants' reasonable particularity challenge, Krupp noted that Zhu listed nine distinct categories of technical secrets regarding ASSB technology in her complaint, including sealing methods, proprietary materials, pressure control techniques, hardware design and interface stabilization methods. She also identified specific manufacturing stages, equipment components, battery elements and chemical interface processes.

"Zhu has also provided a 26-page disclosure describing the alleged trade secrets, explaining what was purportedly taken, and expounding on how it differs from other publicly available information on ASSBs," he wrote. "In short, at this stage plaintiffs have alleged the trade secrets they seek to protect with sufficient particularity."