

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Ian Doran v. Fidelity Brokerage Services LLC

Doran · No. 1:24-CV-00211-MSM-AEM · Decided April 20, 2026

SUMMARY

The United States District Court for the District of Rhode Island reviewed the plaintiff's objection to a magistrate judge's recommendation to enforce a settlement agreement. The court concluded that the parties entered into a binding settlement agreement, rejected the plaintiff's arguments concerning lack of mutual assent and duress, and granted Fidelity Brokerage Services LLC's motion to enforce settlement. The action was dismissed with prejudice, and the parties were ordered to comply with the settlement terms.

CASE DETAILS

COURT	United States District Court for the District of Rhode Island
WRITING FOR THE COURT	Mary S. McElroy
JURISDICTION	United States District Court for the District of Rhode Island
DECIDED	April 20, 2026
DOCKET	1:24-CV-00211-MSM-AEM
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff objected to a magistrate judge's Report and Recommendation recommending enforcement of a settlement agreement. The district court conducted de novo review, accepted and adopted the R&R, granted defendant's motion to enforce settlement, ordered compliance with the settlement, and dismissed the action with prejudice.
STANDARD OF REVIEW	De novo review of the portions of the magistrate judge's Report and Recommendation to which timely objections were made.
PRECEDENTIAL VALUE	Unknown
PARTIES	Ian Doran v. Fidelity Brokerage Services LLC

TOPICS

- contract formation
- mutual assent
- duress
- civil procedure

PRACTICE AREAS

civil procedure

contracts

commercial litigation

settlement enforcement

QUESTIONS PRESENTED

1. Whether the parties entered into a binding and enforceable settlement agreement.
2. Whether the signed term sheet established mutual assent to the material settlement terms, including the Form U5 language.
3. Whether the plaintiff established duress sufficient under Rhode Island law to invalidate the settlement agreement.
4. Whether a genuinely disputed issue of material fact required an evidentiary hearing before enforcing the settlement.

HOLDINGS

1. The parties entered into a binding and enforceable settlement agreement because the signed term sheet contained clear and unambiguous material terms.
2. The plaintiff failed to establish a lack of mutual assent because the material terms were expressly set forth in the term sheet and assented to in writing.
3. The plaintiff failed to establish duress under Rhode Island law because allegations of pressure during mediation, without evidence of unlawful conduct or the absence of a reasonable alternative, were legally insufficient to invalidate the agreement.
4. Summary enforcement was proper because no genuinely disputed issue of material fact or legally sufficient basis to disturb the settlement required an evidentiary hearing.

KEY QUOTATIONS

“one by the unlawful act of another is induced to perform some act under circumstances which deprive him of the exercise of free will.”

FACTUAL BACKGROUND

The parties participated in mediation and signed a term sheet while Doran was represented by counsel. The term sheet expressly set out the material settlement terms, including the agreed-upon language for a Form U5. Doran argued that there was no mutual assent and that pressure during mediation constituted duress, but the court found no evidence of unlawful conduct, lack of free will, or absence of a reasonable alternative.

PROCEDURAL HISTORY

Magistrate Judge Amy E. Moses recommended granting Fidelity's Motion to Enforce Settlement. Ian Doran timely objected. The district court reviewed the challenged portions of the R&R de novo under 28 U.S.C. § 636(b)(1)(C) and Federal Rule of Civil Procedure 72, adopted the R&R in full, enforced the settlement, and dismissed the action with prejudice.

DISPOSITION

dismissed

CASES CITED

- 541 F.3d 1, 5 (1st Cir. 2008)
- 111 A.3d 332, 342-343 (R.I. 2015)

OPINION

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND) IAN
DORAN,)) Plaintiff,)) v.) C.A. No. 1:24-CV-00211-MSM-AEM) FIDELITY BROKERAGE
SERVICES) LLC,)) Defendant.) ORDER Mary S. McElroy, United States District Judge.

Before the Court is the plaintiff, Ian Doran's, objection to the Report and Recommendation ("R&R") issued by Magistrate Judge Amy E. Moses recommending that the Court grant the defendant, Fidelity Brokerage Services LLC's ("Fidelity"), Motion to Enforce Settlement. (ECF No. 17.) When a party timely objects to a magistrate judge's report and recommendation, the Court reviews the challenged rulings de novo.

28 U.S.C. § 636(b)(1)(C); Fed. R. Civ. P. 72. For the reasons below, having reviewed the record and the relevant law, the Court ACCEPTS the R&R and ADOPTS in full its reasoning. The Court has conducted a de novo review of the portions of the R&R to which the plaintiff objects.

Having carefully considered the record, the Court agrees with the Magistrate Judge that the parties entered into a binding and enforceable settlement agreement memorialized in a signed term sheet containing clear and unambiguous terms, and that no genuinely disputed issue of material fact precludes summary enforcement., 541 F.3d 1, 5 (1st Cir. 2008).

The plaintiff's assertion that there was no mutual assent is unavailing where the material terms of the agreement (including the agreed-upon Form U5 language) were expressly set forth in the term sheet and assented to in writing while the plaintiff was represented by counsel.

The Court further agrees that the plaintiff has failed to establish duress under Rhode Island law, which requires a showing that "one by the unlawful act of another is induced to perform some act under circumstances which deprive him of the exercise of free will.", 111 A.3d 332, 342 (R.I. 2015). Even accepting the plaintiff's allegations regarding pressure during the mediation as true, such circumstances, without evidence of unlawful conduct or the absence of a reasonable alternative, are insufficient as a matter of law to invalidate the agreement. at 343.

Because the plaintiff has not raised a legally sufficient basis to disturb the agreement or to require an evidentiary hearing, the Court ACCEPTS and ADOPTS the R&R in full. (ECF No. 17.) Fidelity's Motion to Enforce Settlement (ECF No. 13) is therefore GRANTED.

The parties are ORDERED to comply with the terms of the settlement agreement. This action is hereby DISMISSED WITH PREJUDICE, and the Clerk of Court shall enter judgment accordingly. IT IS SO ORDERED. _____ Mary S. McElroy
United States District Judge April 20, 2026

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