UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Ian Doran v. Fidelity Brokerage Services LLC

Doran · No. C.A. No. 1:24-cv-00211-MSM-AEM · Decided January 5, 2026

SUMMARY

This Report and Recommendation addresses Fidelity Brokerage Services LLC's motion to enforce a settlement agreement in an employment-discrimination action brought by Ian Doran. The court recommends granting the motion, concluding that the signed term sheet was a binding and unambiguous agreement and that Doran failed to establish duress under Rhode Island law.

CASE DETAILS

COURT	United States District Court for the District of Rhode Island
WRITING FOR THE COURT	Amy E. Moses, United States Magistrate Judge
JURISDICTION	United States District Court for the District of Rhode Island
DECIDED	January 5, 2026
DOCKET	C.A. No. 1:24-cv-00211-MSM-AEM
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to enforce a settlement agreement reached during private mediation. The motion was referred to a magistrate judge, who issued a Report and Recommendation pursuant to 28 U.S.C. § 636(b)(1)(B) and Federal Rule of Civil Procedure 72(b)(1), recommending that the motion be granted.
STANDARD OF REVIEW	A settlement agreement may be summarily enforced without an evidentiary hearing when there is no genuinely disputed question of material fact regarding the agreement's existence or terms. The court applied Rhode Island law to the contract and duress issues.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

civil procedure · contracts · duress

PRACTICE AREAS

civil procedure contracts employment law civil rights

QUESTIONS PRESENTED

1. Whether the Term Sheet constituted an enforceable settlement agreement whose terms could be enforced without an evidentiary hearing.
2. Whether Doran established a genuinely disputed material fact concerning the existence or terms of the Term Sheet.
3. Whether Doran's duress allegations were sufficient under Rhode Island law to defeat enforcement of the Term Sheet.

HOLDINGS

1. The Term Sheet was an enforceable settlement agreement because it reflected a clear intent to settle, contained clear and unambiguous terms, was designated as binding, and was signed by Doran while represented by counsel.
2. No evidentiary hearing was required because Doran did not genuinely dispute the existence or terms of the Term Sheet and did not present a genuine factual dispute concerning duress.
3. Doran failed to establish duress sufficient to invalidate the Term Sheet.
4. Even if Doran had alleged facts sufficient to constitute duress, his claim would fail because he did not show that Fidelity knew of, consented to, or caused the alleged coercive conduct.

KEY QUOTATIONS

> *"The Term Sheet is an enforceable agreement."* (II.A)

> *"Mr. Doran's self-described "momentary loss of judgment" is not akin to the complete deprivation of free will, and despite the "extreme pressure" he felt to settle the matter, he retained the option of refusing to sign the Term Sheet, walking away from the mediation, and exploring other avenues towards settlement or proceeding to trial."* (II.B)

FACTUAL BACKGROUND

Doran alleged that Fidelity discriminated and retaliated against him based on sexual orientation, subjected him to a sexual-harassment investigation, terminated him, and placed allegedly defamatory language on his FINRA Form U5. During mediation, the parties signed a Term Sheet requiring Fidelity to pay $45,000, Doran to release and dismiss his claims with prejudice, and Fidelity to amend the Form U5 using specified language. Doran later proposed alternative Form U5 language and asserted that pressure from the mediator and his attorney caused him to sign under duress.

PROCEDURAL HISTORY

Doran brought employment-discrimination and retaliation claims against Fidelity, and the case was removed to federal court on May 24, 2024. After the matter proceeded to private mediation, the parties signed an April 21, 2025 Term Sheet providing for a $45,000 payment, releases, dismissal with prejudice, and specified amended

Form U5 language. Doran later sought different Form U5 language and argued that he signed the Term Sheet under duress. The magistrate judge recommended enforcement of the Term Sheet and granted the motion in the Report and Recommendation subject to district-court review.

DISPOSITION

other

CASES CITED

- Tremblay v. Ameriprise Financial Services, Inc., C.A. No. 14-542S, 2017 WL 3278951, at *2 (D.R.I. Apr. 5, 2017)
- Dankese v. Defense Logistics Agency, 693 F.2d 13, 16 (1st Cir. 1982)
- Fidelity & Guaranty Insurance Co. v. Star Equipment Corp., 541 F.3d 1, 5-6 (1st Cir. 2008)
- Jefferson v. Piccirillo, No. 14-475-M-LDA, 2015 WL 3700796, at *2 (D.R.I. June 12, 2015)
- MacCarone v. Siemens Industries, Inc., C.A. No. 20-cv-259-JJM-LDA, 2024 WL 4493563, at *1, *3 n.1 (D.R.I. Oct. 15, 2024)
- Blackstone v. Brink, 63 F. Supp. 3d 68, 77 (D.D.C. 2014)
- Malave v. Carney Hospital, 170 F.3d 217, 220 (1st Cir. 1999)
- Miller v. Metropolitan Property & Casualty Insurance Co., 111 A.3d 332, 342-43 (R.I. 2015)
- Peabody v. Tenney, 18 R.I. 498, 502 (1893)
- Brenner v. Williams-Sonoma, Inc., 867 F.3d 294, 297 n.7 (1st Cir. 2017)
- Santos-Santos v. Torres-Centeno, 842 F.3d 163, 168 (1st Cir. 2016)
- Mitola v. Providence Public Buildings Authority, C.A. No. PC-2015-1646, 2024 R.I. Super. LEXIS 68, at *13 (R.I. Super. Ct. Aug. 16, 2024)
- Bistany v. PNC Bank NA, 585 F. Supp. 2d 179, 183 (D. Mass. 2008)
- Dalo v. Thalmann, 878 A.2d 194, 198 n.4 (R.I. 2005)