

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE

Ikechukwu Ndu v. University of Maine System

Ndu · No. 2:25-cv-00353-JAW · Decided June 17, 2026

SUMMARY

The document is a recommended decision addressing the University of Maine System’s motion to dismiss Ikechukwu Ndu’s employment-related claims. The court recommends enforcing a memorandum of understanding containing a broad release, concluding that Ndu knowingly and voluntarily signed it or ratified it by retaining the settlement consideration. It also recommends dismissal because the action was untimely, the Whistleblower Protection Enhancement Act does not apply to Ndu, the proposed state-law claims were time-barred, and the Equal Pay Act claim lacked factual support.

CASE DETAILS

COURT	United States District Court for the District of Maine
WRITING FOR THE COURT	Karen Frink Wolf, United States Magistrate Judge
JURISDICTION	United States District Court for the District of Maine
DECIDED	June 17, 2026
DOCKET	2:25-cv-00353-JAW
DISPOSITION	other
PROCEDURAL POSTURE	Report and recommended decision on the defendant's motion to dismiss, the plaintiff's motion to deem the filing timely, motions to amend, and a motion for default judgment.
STANDARD OF REVIEW	For Rule 12(b)(6), the court accepts well-pleaded facts as true, draws reasonable inferences in the plaintiff's favor, disregards legal labels and conclusory statements, and determines whether the complaint plausibly states a claim. Unauthenticated outside materials generally cannot be considered unless the motion is converted to summary judgment, but undisputed authentic documents, official public records, documents central to the claim, and documents sufficiently referred to in the complaint may be considered. The magistrate judge's recommended decision is subject to de novo review of properly objected-to portions under 28 U.S.C. § 636(b)(1)(B).
PRECEDENTIAL VALUE	unpublished

PARTIES

Ikechukwu Ndu v. University of Maine System

TOPICS

motions to dismiss

motion to amend

default judgment

employment discrimination

civil procedure

PRACTICE AREAS

civil procedure

employment law

employment contracts

employment discrimination

ada / disability

wrongful termination

whistleblower

age discrimination

wage and hour

QUESTIONS PRESENTED

1. Whether the undisputed memorandum of understanding and general release was enforceable and barred Ndu's employment-related claims.
2. Whether Ndu's alleged economic duress invalidated or permitted rescission of the release despite his retention of the consideration.
3. Whether Ndu's Title VII-related claims were untimely because the complaint was filed more than ninety days after receipt of the EEOC right-to-sue notice.
4. Whether Ndu's proposed Whistleblower Protection Enhancement Act claim failed because he was not a federal employee.
5. Whether the proposed Maine Human Rights Act and Maine Whistleblowers' Protection Act claims could proceed despite the limitations period and the lack of an independent private cause of action under the Maine Whistleblowers' Protection Act.
6. Whether Ndu plausibly alleged an Equal Pay Act claim absent an allegation that he was paid less because of his sex.
7. Whether the court should grant default judgment or retain supplemental jurisdiction over state-law claims.

HOLDINGS

1. The court may consider the memorandum of understanding at the motion-to-dismiss stage without converting the motion into one for summary judgment because its authenticity was undisputed and it was central to the claims.
2. The memorandum of understanding was enforceable and released Ndu's employment-related claims because the totality of the circumstances showed that he knowingly and voluntarily entered the agreement.
3. Even assuming Ndu signed the agreement under economic duress, he ratified its terms by retaining the consideration and could not rescind the agreement without promptly tendering back the benefits received.
4. The ADEA release was enforceable because the agreement complied with the Older Workers Benefit Protection Act requirements, including written clarity, attorney-consultation advice, a twenty-one-day

consideration period, and a seven-day revocation period.

5. Ndu's claims requiring suit within ninety days of the EEOC right-to-sue notice were untimely because the complaint was filed on July 11, 2025, after the June 18, 2025 deadline.
6. Ndu could not state a claim under the federal Whistleblower Protection Enhancement Act because he was not a federal employee.
7. The proposed Maine Human Rights Act claim was untimely, and the proposed Maine Whistleblowers' Protection Act claim could not proceed as an independent cause of action because it must be brought through the Maine Human Rights Act.
8. Ndu failed to state an Equal Pay Act claim because he alleged discrimination based on race, national origin, color, age, disability, and protected activity, but did not allege that he was paid less because of his sex.
9. Default judgment should be denied or mooted because a default judgment cannot stand on a complaint that fails to state a claim for relief.
10. The court should not retain supplemental jurisdiction exclusively over the state-law claims after dismissal of the federal claims at this early stage.

KEY QUOTATIONS

“The totality of these facts shows that Ndu knowingly and voluntarily agreed to a broad release of claims from his employment with the University.” (Discussion section A)

“Therefore, the MOU’s release of claims is enforceable because, regardless of whether Ndu was under duress when he signed it, he ratified it by retaining the consideration.” (Discussion section A)

“Ndu has not shown that his filing was received by the Clerk’s Office on time or that a Court error delayed docketing.” (Discussion section B)

FACTUAL BACKGROUND

Ndu, a former University of Maine System employee, alleged discrimination, retaliation, whistleblower violations, age discrimination, disability discrimination, and related statutory violations arising from his employment and resignation. After an employment-related meeting, he signed a memorandum of understanding releasing employment-related claims in exchange for \$144,841.52; the agreement provided for attorney consultation, a twenty-one-day consideration period, and a seven-day revocation period. Ndu retained the payment and later challenged the agreement as having been signed under economic duress. He received an EEOC right-to-sue notice on March 20, 2025, but the complaint was docketed on July 11, 2025.

PROCEDURAL HISTORY

Ndu filed an original complaint against the University of Southern Maine and individual employees, then filed a first amended complaint naming only the University of Maine System. The University moved to dismiss based principally on a memorandum of understanding containing a broad release of employment-related claims. Ndu opposed dismissal, moved to deem the filing timely, sought leave to file a second amended complaint, and sought default judgment. The magistrate judge recommended granting the motion to dismiss, denying the

motions to deem the filing timely and to amend, and mooted the default-judgment and other pending motions; the recommendation was subject to objections and de novo review by the district court.

DISPOSITION

other

CASES CITED

- Kolling v. Am. Power Conversion Corp., 347 F.3d 11, 16 (1st Cir. 2003)
- Rodríguez-Reyes v. Molina-Rodríguez, 711 F.3d 49, 52-53 (1st Cir. 2013)
- Ocasio-Hernández v. Fortuño-Burset, 640 F.3d 1, 12 (1st Cir. 2011)
- Schatz v. Republican State Leadership Comm., 669 F.3d 50, 55 (1st Cir. 2012)
- Alt. Energy, Inc. v. St. Paul Fire & Marine Ins. Co., 267 F.3d 30, 33 (1st Cir. 2001)
- Watterson v. Page, 987 F.2d 1, 3 (1st Cir. 1993)
- Melanson v. Browning-Ferris Indus., Inc., 281 F.3d 272, 274 (1st Cir. 2002)
- Smart v. Gillette Co. Long-Term Disab. Plan, 70 F.3d 173, 181 & n.3 (1st Cir. 1995)
- S. Bay Bos. Mgmt. v. Unite Here, Local 26, 587 F.3d 35, 41 (1st Cir. 2009)
- Deren v. Digital Equip. Corp., 61 F.3d 1, 2 (1st Cir. 1995)
- Am. Airlines, Inc. v. Cardoza-Rodriguez, 133 F.3d 111, 119 (1st Cir. 1998)
- Veilleux v. Fulmer, No. Civ. 99-0148-B, 2000 WL 898451, at *1 (D. Me. 2000)
- Abbadessa v. Moore Business Forms, Inc., 987 F.2d 18, 24 (1st Cir. 1993)
- In re Boston Shipyard Corp., 886 F.2d 451, 455 (1st Cir. 1989)
- Oubre v. Entergy Operations, Inc., 522 U.S. 422, 427-28 (1998)
- Zanolli v. Keurig Dr. Pepper, No. 1:19-cv-12363-ADB, 2020 WL 3105033, at *7 (D. Mass. June 11, 2020)
- Walker v. Jastremski, 430 F.3d 560, 563 (2d Cir. 2005)
- Salcedo v. Town of Dudley, 629 F. Supp. 2d 86, 97 (D. Mass. 2009)
- Murphy v. Aero-Med, Ltd., 345 F. Supp. 2d 40, 44 (D. Mass. 2004)
- Rice v. New England College, 676 F.2d 9, 10-11 (1st Cir. 1982)
- Gallagher v. Amedisys, Inc., No. 17-cv-11390, 2018 WL 2223673, at *7 n.3 (D. Mass. May 15, 2018)
- Grassick v. Holder, No. 09-cv-00587, 2012 WL 1066691, at *3 (D.R.I. Mar. 28, 2012)
- Osher v. University of Me. Sys., 703 F. Supp. 2d 51, 64 n.13 (D. Me. 2010)
- Standard Fire Ins. Co. v. Carr, No. 2:18-cv-01022-SGC, 2019 WL 4466664, at *6 (N.D. Ala. Sept. 18, 2019)
- Chudasama v. Mazda Motor Corp., 123 F.3d 1353, 1371 (11th Cir. 1997)
- Zell v. Ricci, 957 F.3d 1, 15 (1st Cir. 2020)