

United States District Court
District of Massachusetts

IN RE: FRESINIUS GRANUFLO/)	
NAUTRALYTE DIALYSATE PRODUCTS)	
LIABILITY LITIGATION)	
)	
This document relates to:)	
Gallardo Hernandez et al.)	Civil Action No.
)	18-11224-NMG
Plaintiffs,)	
)	MDL No. 13-2428
v.)	
)	
Kidney Specialists of South)	
Texas, P.A. et al.)	
)	
Defendants.)	
)	

MEMORANDUM & ORDER

GORTON, J.

Pro se plaintiff, Rebecca Gallardo, has filed a motion to enforce settlement agreement (Docket No. 51) to which defendants have filed an opposition (Docket No. 54).


After careful consideration of the pleadings, the Court finds that the parties did not mutually assent to all the material terms of an agreement. Specifically, they did not agree on a monetary term, nor did they address other non-pecuniary terms material to settlement, including dismissal of the action with prejudice. See Commonwealth Sch., Inc. v. Commonwealth Acad. Holdings LLC, 994 F.3d 77, 86 (1st Cir. 2021) (“As a general matter, oral settlement agreements are

enforceable as long as the parties have mutually assented to all of their material terms.").

ORDER

Accordingly, the motion of plaintiff, Rebecca Gallardo (Docket No. 51) is **DENIED**.

So ordered.



Nathaniel M. Gorton
United States District Judge

Dated: September 7, 2023