

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SULLIVAN CAUSEY, JR.,

Case No. 1:25-cv-2374-JRR

Plaintiff,

v.

AEROTEK, INC., *et al.*,

Defendants.

**PLAINTIFF’S OPPOSITION TO
DEFENDANTS’ MOTION TO STRIKE JURY DEMAND**

The right to a jury trial is a vital and cherished right in our constitutional system. The Supreme Court has long referred to the right as “a basic and fundamental feature of our system of federal jurisprudence which is protected by the Seventh Amendment.” *Jacob v. City of New York*, 315 U.S. 752, 752 (1942). “A right so fundamental and sacred to the citizen, *whether guaranteed by the Constitution or provided by statute*, should be jealously guarded by the courts.” *Id.* (emphasis added).

In this employment discrimination case, Plaintiff Sullivan Causey, a 17-year veteran of Aerotek who rose from Recruiter to Director of Recruiting Operations, alleges that Defendants removed him from his Director position because of his race and retaliated against him for opposing race discrimination. The jury trial right at stake is not merely the general right preserved by the Seventh Amendment, it is the specific statutory right that Congress deliberately embedded in the Civil Rights Act of 1991 as an integral component of Title VII’s remedial structure. *See* 42 U.S.C. § 1981a(c).

Defendants ask this Court to enforce a pre-dispute jury waiver buried in a take-it-or-leave-it employment agreement that Causey signed as a condition of continued employment. This Court should decline that invitation for four independent reasons.

First, the Fourth Circuit places the burden on Defendants to prove that Causey's waiver was knowing and voluntary, and they cannot satisfy that burden where the agreement was a non-negotiable adhesion contract signed without the advice of counsel.

Second, even if the knowing-and-voluntary standard could otherwise be met, the jury trial waiver is unenforceable under Maryland's unconscionability doctrine because it is both procedurally unconscionable—as a take-it-or-leave-it condition of continued employment—and substantively unconscionable—as a facially mutual provision that operates in practice to strip Causey of a congressionally created right while conferring no corresponding benefit on Aerotek.

Third, the Fourth Circuit's recent decision in *Thomas v. EOTech, LLC*, 169 F.4th 259, 2026 WL 604730 (4th Cir. 2026), establishes that private parties may not prospectively modify Title VII's carefully integrated remedial scheme through employment agreements, and the right to a jury trial under 42 U.S.C. § 1981a(c) is an inseparable part of that scheme.

Fourth, unlike mandatory arbitration agreements, standalone jury trial waivers are not supported by any federal statutory policy comparable to the Federal Arbitration Act, and courts should apply heightened scrutiny before enforcing them in the civil rights context.

Accordingly, Causey respectfully requests that the Court deny Defendants' Motion to Strike in its entirety. In further support thereof, Causey submits the accompanying declaration and this memorandum of law.

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I. BACKGROUND

A. Relevant Factual Background

Causey began working for Aerotek in April 2007 as a Recruiter. (ECF No. 1, Complaint (“Compl.”) ¶¶ 1–5). Over the next seventeen years, Causey rose through the ranks of the company, progressing from Recruiter to Account Manager, to Divisional Practice Lead, to Director of Business Operations, and ultimately to Director of Recruiting Operations. (ECF No. 33-1, Defendants’ Supporting Memorandum of Law (“Def. Mem.”), pp. 2–3). At each stage of his career, Aerotek presented Causey with a new employment agreement containing a jury waiver provision and required him to sign it as a condition of continued employment. (*Id.*).

Causey signed the operative Employment Agreement on December 16, 2022. (*See* ECF No. 33-8, Employment Agreement, attached as Exhibit F to Def. Mem.). The Agreement was a standardized, pre-printed document drafted entirely by Aerotek, presented on a take-it-or-leave-it basis. (*See* Exhibit 1, Declaration of Sullivan Causey (“Causey Decl.”) ¶ 6). Causey had no opportunity to negotiate the terms, no attorney representing his interests, and no meaningful ability to reject the waiver without jeopardizing his continued employment as a Director-level employee. (*Id.* ¶ 7). The Agreement’s concluding acknowledgment states that Causey “has had the opportunity to consult with counsel,” but having the opportunity to consult counsel and actually being counseled about the legal consequences of waiving a constitutional and statutory right are materially different things.

For the sake of brevity, Causey incorporates herein the factual allegations set forth in paragraphs 1 through 72 of the Complaint (ECF No. 1), which detail the race discrimination and retaliation he suffered at the hands of Defendants.

II. LEGAL STANDARD

The party seeking to enforce a pre-dispute contractual jury waiver bears the burden of demonstrating that the waiver was both knowing and voluntary. *Leasing Serv. Corp. v. Crane*, 804 F.2d 828, 833 (4th Cir. 1986) (citation omitted). In evaluating whether a waiver is both knowing and voluntary, courts consider the totality of the circumstances, including the relative bargaining power of the parties, the conspicuousness of the waiver provision, and whether the provision is comprehensible. *Bank of Am., N.A. v. Jill P. Mitchell Living Tr.*, 822 F.Supp.2d 505, 530 (D. Md. 2011); *see also Mowbray v. Zumot*, 536 F.Supp.2d 617, 620–21 (D. Md. 2008) (considering the same).

III. ARGUMENT

Four independent bases support denying Defendants' Motion and protecting Causey's right to a jury trial in this race-based discrimination case. First, Defendants cannot satisfy their burden of proving, as a matter of law, that Causey's waiver was knowing and voluntary under the framework in *Leasing Service Corp.* Second, the jury trial waiver is independently unenforceable under Maryland's unconscionability doctrine because the Employment Agreement is both procedurally unconscionable as a take-it-or-leave-it adhesion contract and substantively unconscionable as a provision that operates in practice to strip Causey of a congressionally created statutory right while conferring no meaningful reciprocal benefit on Aerotek. Third, the right to a jury trial under 42 U.S.C. § 1981a(c) is an integral part of Title VII's remedial structure that private parties should not be able to prospectively circumvent through adhesion employment contracts, as the Fourth Circuit's recent decision in *Thomas v. EOTech* suggests by analogy. Fourth, this Court should apply heightened scrutiny to standalone jury waivers in civil rights

employment cases because, unlike arbitration agreements, they lack any supporting federal statutory policy.

A. Defendants cannot carry their burden of proving that the waiver was knowing and voluntary.

The Seventh Amendment to the United States Constitution provides that, “[i]n Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved.” U.S. Const. amend. VII. The right to a jury trial under the Seventh Amendment is a fundamental one, but under certain circumstances, the right “can be knowingly and intelligently waived by contract.” *Leasing Serv. Corp. v. Crane*, 804 F.2d 828, 832 (4th Cir. 1986).¹ Even though the right can be waived, courts should scrutinize contractual jury trial waivers because there is a “strong federal policy in favor of jury trials[,]” *Mowbray v. Zumot*, 536 F.Supp.2d 617, 620 (D. Md. 2008), and because “the law does not presume the waiver of constitutional rights[,]” *Lake James Cmty. Volunteer Fire Dep’t, Inc. v. Burke County, N.C.*, 149 F.3d 277, 280 (4th Cir. 1998); *see also SEC v. Jarkesy*, 603 U.S. 109, 121 (2024) (“The right to trial by jury is of such importance and occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right has always been and should be scrutinized with the utmost care.”) (internal quotation marks omitted) (citation omitted).

Defendants contend that the jury trial waiver embedded within the employment agreement that Causey was required to sign for continued employment was knowing and voluntary because the provision is conspicuous, the waiver is mutual, and Causey is a college-educated, Director-level employee. (Def. Mem., pp. 4–7). In determining whether a jury trial

¹ In *Crane*, the Fourth Circuit reviewed a jury trial waiver in the context of a government contract, not as a term or condition of employment or continued employment. More importantly, *Crane* did not involve Title VII claims, which provide a statutory right to a jury trial when plaintiffs seek compensatory or punitive damages.

waiver is knowing and voluntary, courts consider the following non-exhaustive list of factors: “(1) the relative bargaining power of the parties; (2) the conspicuousness of the provision; and (3) whether the provision is comprehensible.” *Bank of Am.*, 822 F.Supp.2d at 530. Importantly, no single factor is dispositive.

Here, it is undisputed that the jury trial waiver is conspicuous within the Employment Agreement because the text of the waiver is in bold font, all capital letters, and within its own section. That alone, however, does not automatically lead to the conclusion that the waiver was knowing and voluntary, and the remaining circumstances here undercut Defendants’ position.

1. The adhesion contract context demonstrates a significant imbalance in bargaining power.

Defendants urge the Court to find no imbalance in bargaining power simply because Causey held a Director-level position and the waiver is mutual. (Def. Mem., p. 5). That argument conflates professional seniority with bargaining power. Causey did not negotiate the Employment Agreement. (Exhibit 1, Causey Decl. ¶ 7). The document was a standardized form that Aerotek presented to employees at every level, from entry-level Recruiter to Director, using substantially identical terms. (*Id.* ¶ 6). The record reveals that Causey signed four successive versions of this agreement over the course of his career—each time as a condition of either initial employment or promotion—and at no point was he given the option to modify, strike, or negotiate the jury waiver provision. (*See* ECF No. 33-1, Def. Mem., pp. 2–3; *see also* ECF Nos. 33-5, 33-6, 33-7, and 33-8, Employment Agreements attached as Exhibits C–F to Def. Mem.; Causey Decl. ¶¶ 5–9).

Defendants point to *Montalvo v. Aerotek, Inc.*, No. 13-cv-0997, 2014 WL 6680421 (W.D. Tex. Nov. 25, 2014) for the proposition that courts “routinely uphold jury waiver provisions in employment contracts between individual plaintiffs and corporate defendants.” (ECF No. 33-1 at

pp. 4–5). Yet the routineness of enforcement says nothing about whether this particular waiver was knowing and voluntary under the specific circumstances presented here. It is Defendants’ burden that controls, not a generalized presumption of enforceability. *Leasing Serv. Corp.*, 804 F.2d at 833.

The mutuality of the waiver provision does not cure this deficiency. While both parties nominally waived their jury trial rights, this supposed reciprocity is illusory in context. Aerotek is the party that drafted, imposed, and consistently benefits from the waiver. An employer engaged in the business of staffing and recruiting derives an obvious strategic advantage from ensuring that all such claims proceed before a judge rather than a jury. By contrast, Aerotek is unlikely to ever bring a claim against Causey for which it would need a jury trial; the Agreement’s covenants are enforced through injunctive relief and liquidated damages provisions that expressly contemplate bench proceedings. (*See* ECF No. 33-8, Employment Agreement, Section 8(a), pp. 5–6). The Court should look beyond the provision’s symmetrical language to the practical reality of who benefits and who bears the cost.

Defendants also emphasize that Causey is a college graduate who rose to a Director-level position. (ECF No. 33-1, Def. Mem., p. 5). But professional competence in staffing and recruiting does not confer legal sophistication regarding the consequences of waiving constitutional and statutory jury trial rights. Causey is not a lawyer. (Causey Decl. ¶ 3). He was not advised by a lawyer. (*Id.* ¶ 8). And the fact that he possessed sufficient business acumen to manage a staffing territory does not mean he understood the legal significance of relinquishing his right to have a jury determine his civil rights claims. *Cf. Miranda v. Arizona*, 384 U.S. 436, 492 (1966) (“The mere fact that [defendant] signed a statement which contained a typed-in

clause stating that he had ‘full knowledge’ of his ‘legal rights’ does not approach the knowing and intelligent waiver required to relinquish constitutional rights.”) (citations omitted).²

2. *The absence of counsel weighs against a finding of knowing consent.*

Causey signed the Employment Agreement without the assistance of counsel. (Exhibit 1, Causey Decl. ¶ 8). Defendants will likely respond that the Agreement states Causey “has had the opportunity to consult with counsel.” (ECF No. 33-8, Employment Agreement, p. 8). But having an opportunity and exercising it are not the same thing, and the former does not establish that Causey was informed of the legal significance of waiving his Seventh Amendment and statutory jury trial rights. Causey was not provided with any explanation of the legal significance of the jury trial waiver or the specific rights he was relinquishing by signing the Agreement. (Causey Decl., ¶ 9). In fact, Causey testified that he was not even aware that the jury trial waiver was in the initial employment agreement. (*See* Exhibit 2, Excerpts of Causey Deposition 23:20–24:2). Moreover, despite the language in the Employment Agreement to the contrary, Causey was not advised that he could consult with independent counsel prior to signing the Employment Agreement. (Causey Decl. ¶ 8).

To be clear, Defendants bear the burden of proving knowing and voluntary consent. *Leasing Serv. Corp.*, 804 F.2d at 833. Proving that an employee had the theoretical opportunity to consult a lawyer, in the context of signing a condition-of-employment form, does not satisfy that burden. No evidence has been presented that Aerotek encouraged Causey to seek counsel, provided time for him to do so, or even explained the waiver’s legal consequences—or at a minimum, explained that the waiver would apply to statutory employment discrimination claims

² Admittedly, the Supreme Court’s landmark decision in *Miranda* centered on the circumstances surrounding a purported waiver of the defendant’s Fifth Amendment right in the custodial interrogation context.

under federal and state law as opposed to the routine breach of contract claim. The acknowledgment clause is a self-serving recital that, standing alone, does not demonstrate actual knowledge or voluntariness.

3. *Conspicuousness is a necessary but not sufficient condition.*

As noted above, Causey acknowledges that the jury waiver provision appears in bold, all-capital letters under a descriptive heading. (See ECF No. 33-8, 2022 Employment Agreement, Section 12, p. 7). The provision is visually conspicuous. But conspicuousness addresses only whether the waiving party had notice that the provision existed, not whether the party understood its legal significance or the consequences of relinquishing the right. The *Leasing Service Corp.* framework requires Defendants to demonstrate that the waiver was both knowing and voluntary, and the prominence of the text does not compensate for the adhesion context, the absence of counsel, and the lack of any negotiation. (See Exhibit 1, Causey Decl. ¶¶ 5–11). A take-it-or-leave-it agreement can be printed in neon lights and still fail to produce a voluntary relinquishment of a fundamental right.

B. The Court should refuse to enforce the jury trial waiver because the waiver is procedurally and substantively unconscionable.

Independent of the knowing-and-voluntary analysis under *Leasing Service Corp.*, Maryland’s unconscionability doctrine provides a separate basis for declining to enforce the jury trial waiver. “Under the prevailing view and in Maryland, both [procedural unconscionability and substantive unconscionability] must be present in order for a court to refuse to enforce a contract provision.” *Bracey v. Lancaster Foods, LLC*, No. 17-cv-1826, 2018 WL 1570239, at *4 (D. Md. Mar. 30, 2018) (collecting cases), *aff’d*, 838 F. App’x 745 (4th Cir. 2020). Both prongs are satisfied here.

1. Aerotek's "take-it-or-leave-it" stance with respect to the jury trial waiver was procedurally unconscionable.

Procedural unconscionability “deals with the process of making a contract” and includes, among other concerns, “deficiencies in the contract formation process, such as . . . refusal to bargain over contract terms” and “one party’s lack of meaningful choice.” *Freedman v. Comcast Corp.*, 190 Md. App. 179, 207-08, 988 A.2d 68, 85 (Md. App. 2010) (quoting *Walther v. Sovereign Bank*, 386 Md. 412, 430, 872 A.2d 735, 746 (Md. 2005)). In the employment context, a contract drafted unilaterally by the dominant party and presented on a take-it-or-leave-it basis qualifies as a contract of adhesion. *Mould v. NJG Food Serv. Inc.*, 986 F.Supp.2d 674, 678 (D. Md. 2013) (citing *Walther*, 386 Md. at 430, 872 A.2d at 730). And such contracts have been found to be procedurally unconscionable. *See id.* (finding that “take-it-or-leave-it” policy with respect to an arbitration agreement was procedurally unconscionable); *Caire v. Conifer Value Based Care, LLC*, 982 F.Supp.2d 582, 595 (D. Md. 2013) (same).

Here, Causey was required to sign the Employment Agreement in December 2022 as a condition of his continued employment. (Ex. 1, Causey Decl. ¶ 5). He did not have any opportunity to bargain over the terms or conditions in the Employment Agreement, including the jury trial waiver. (*Id.* ¶ 7). Causey was not represented by counsel, was not advised to seek counsel, and was not provided any time to consider the implications of the waiver before signing. (*Id.* ¶¶ 8–9). When Causey signed the Agreement, he lacked all meaningful choice. That is, he could either sign the Employment Agreement as-is or find employment elsewhere after seventeen years with the company. (*Id.* ¶ 10).

In sum, Causey was a long-tenured employee who was presented with a form agreement as a condition of continued employment, with no opportunity to negotiate, no legal counsel, and no meaningful choice. The procedural unconscionability prong is satisfied.

2. *The jury trial waiver provision is substantively unconscionable.*

Substantive unconscionability involves “one-sided terms of a contract from which a party seeks relief.” *Walther*, 386 Md. at 427, 872 A.2d at 744 (quoting *Carlson v. General Motors Corp.*, 883 F.2d 287, 296 n.12 (4th Cir. 1989)). Maryland courts assess whether the terms are “so one-sided as to oppress or unfairly surprise an innocent party,” or whether “there exists an egregious imbalance in the obligations and rights imposed” by the provision. *Id.* at 431. The inquiry focuses not on whether the provision is facially neutral, but on whether it operates in practice to impose a lopsided burden. The jury trial waiver satisfies this standard for three reasons.

First, the supposed mutuality of the waiver is illusory. While both Aerotek and Causey nominally waived their jury trial rights, Aerotek drafted, imposed, and is the sole practical beneficiary of the waiver. In the employment discrimination context, it is invariably the employee who seeks compensatory and punitive damages before a jury; the employer’s claims against the employee, if any, are for injunctive enforcement of restrictive covenants and liquidated damages, remedies the Agreement itself channels toward equitable proceedings. (*See* ECF No. 33-8, 2022 Employment Agreement, Section 8(a), pp. 5–6 (providing for injunctive relief as Aerotek’s primary remedy)). Aerotek waived a right it would never exercise in exchange for stripping a right of profound practical importance to Causey.

Second, the waiver predictably and substantially diminishes Causey’s statutory recovery. Empirical research consistently demonstrates that employment discrimination plaintiffs fare dramatically worse in bench trials than jury trials. A landmark study of federal court data found that employment discrimination plaintiffs prevailed in approximately 37.6% of jury trials but only 19.6% of bench trials—nearly double the success rate before juries. *See* Kevin M. Clermont

& Stewart J. Schwab, *Employment Discrimination Plaintiffs in Federal Court: From Bad to Worse?*, 3 Harv. L. & Pol’y Rev. 103, 127–32 (2009), https://journals.law.harvard.edu/lpr/wp-content/uploads/sites/89/2013/05/3.1_6_Clermont.pdf. Federal court data from 2000 through 2006 reflects a similar pattern, with median jury awards in civil rights cases of \$146,125 compared to \$71,500 in bench trials. See Thomas H. Cohen, Bureau of Justice Statistics, U.S. Dep’t of Justice, NCJ 222989, *Civil Rights Complaints in U.S. District Courts, 1990–2006*, at 7 tbl.7 (2008), <https://bjs.ojp.gov/content/pub/pdf/crcusdc06.pdf>. When a contractual provision predictably reduces statutory damages and plaintiff win rates nearly in half, calling the provision “mutual” elevates form over function.

Third, the waiver strips a right that Congress specifically created to protect employees like Causey. The Section 1981a(c) jury trial right was enacted as part of the Civil Rights Act of 1991 precisely because Congress determined that the pre-1991 regime of bench trials and equitable remedies was inadequate to vindicate discrimination claims. A contractual provision that returns the parties to the pre-1991 framework (i.e., bench trials with a judge as factfinder on damages) undermines the very statutory purpose the provision was designed to serve. A term that effectively nullifies a congressional protection enacted on behalf of the weaker contracting party is the essence of substantive unconscionability.

Because both procedural and substantive unconscionability are present, the Court should refuse to enforce the jury trial waiver under Maryland law.

C. The right to a jury trial under 42 U.S.C. § 1981a(c) is part of Title VII’s integrated remedial scheme, and private parties cannot prospectively circumvent it through adhesion employment agreements.

Even if the waiver satisfied the traditional knowing-and-voluntary standard, the Court should decline to enforce it because it constitutes an impermissible prospective circumvention of

Title VII's congressionally designed remedial structure. The Fourth Circuit's recent decision in *Thomas v. EOTech, LLC*, 169 F.4th 259 (4th Cir. 2026) provides analytical support by analogy.

1. The Fourth Circuit's recent decision in Thomas v. EOTech suggests that contractual modifications of Title VII's remedial scheme are unenforceable.

In *Thomas*, the Fourth Circuit held that agreements prospectively shortening the statutory filing periods for Title VII or ADEA claims are unenforceable because they disrupt the balance of competing interests that Congress struck in designing those statutes' remedial schemes. 169 F.4th at 262. Specifically, the court reasoned that enforcing such agreements would "disrupt the relevant statutes' carefully integrated and uniform remedial schemes[.]" *id.*, and that the contractual limitation "cannot function without reducing" the statutory protections, which "would do violence to the carefully integrated remedial schemes Congress enacted[.]" *id.* at 265.

The Fourth Circuit also expressed concern about requiring employees to "remember whether they ever signed a document purporting to limit how long they had to file a charge with the EEOC, locate the relevant document, and figure out for themselves" how it modifies their statutory rights. *Id.* at 266. The same concern applies with equal force to jury waivers.

The reasoning of *Thomas* is directly applicable here. If employers cannot contractually shorten the time period for bringing Title VII claims because doing so disrupts Congress's integrated remedial scheme, they likewise should not be able to contractually eliminate the jury trial right that Congress added to the very same scheme.

2. Congress designed the § 1981a(c) jury trial right as an inseparable component of the Title VII damages remedy.

The foundation of this argument lies in the architecture of 42 U.S.C. § 1981a. When Congress passed the Civil Rights Act of 1991, it created an integrated remedial structure: Section 1981a(a)(1) authorized compensatory and punitive damages for intentional Title VII

discrimination; Section 1981a(b)(3) imposed sliding-scale damages caps ranging from \$50,000 to \$300,000; and Section 1981a(c)(1) provided that “[i]f a complaining party seeks compensatory or punitive damages under this section,” any party may demand a jury trial. The conditional “if” clause makes the jury right textually contingent on pursuing damages; the provisions were designed to function as a unit.

The Supreme Court confirmed this indivisibility in *Landgraf v. USI Film Products*, 511 U.S. 244 (1994). The Court noted that although a jury trial right is ordinarily a procedural change of the sort that would govern in trials conducted after its effective date regardless of when the underlying conduct occurred, the jury trial option set out in 42 U.S.C. 1981a(c)(1) must fall with the attached damages provisions because that Section makes a jury trial available only when compensatory or punitive damages are sought. *Id.* at 280–81. The Court treated the jury and damages provisions as indivisible, recognizing that Congress designed them as an integrated package.

Before 1991, Title VII provided only equitable remedies and bench trials. Congress specifically chose to transform Title VII by adding compensatory and punitive damages alongside jury trials as a unified remedial package. Congress also prohibited courts from informing juries of the damages caps, *see* 42 U.S.C. § 1981a(c)(2)—a provision that becomes meaningless in a bench trial, further demonstrating that Congress designed the damages system to operate through jury fact-finding.

When Aerotek contractually strips the jury right while leaving the damages remedy nominally intact, it severs something Congress considered indivisible. The employer effectively rewrites the statute. That is, Congress said, “you get damages, and a jury determines them” but

the employer says, “you get damages, but a judge determines them.” This substitution is precisely the type of contractual circumvention that *Thomas v. EOTech* suggests is prohibited.

D. Standalone jury waivers lack the Federal Arbitration Act’s enforcement framework, and this Court should apply heightened scrutiny.

Defendants rely heavily on cases enforcing pre-dispute arbitration agreements to support their motion. (ECF No. 33-1, Def. Mem., pp. 4–5). But the analytical framework governing arbitration agreements does not extend to standalone jury waivers, and the distinction is key.

It is well established that pre-dispute “statutory claims may be the subject of an arbitration agreement[.]” *Gilmer v. Interstate/Johnson Lane Corp.*, 500 U.S. 20, 25 (1991) (relying on the “liberal federal policy favoring arbitration” under the Federal Arbitration Act, 9 U.S.C. § 2, to find plaintiff’s agreement to arbitrate his age discrimination claim in the employment context enforceable) (citation omitted). In the arbitration context, the employee waives both the judicial forum and the jury, but the Federal Arbitration Act (“FAA”) provides the statutory mandate for enforcement. A standalone jury trial waiver operates in a fundamentally different legal universe: the FAA does not apply, there is no comparable federal statute mandating enforcement, and no “liberal federal policy” favoring bench trials over jury trials exists.

Defendants may counter with the “greater includes the lesser” argument. That is, if courts enforce arbitration agreements that take away more rights, then jury waivers that take away fewer rights should be enforced a fortiori. But this logic collapses because it ignores the source of enforceability. Arbitration is enforceable because of the FAA, not despite the loss of rights. Remove the FAA, and the analytical foundation vanishes.

Notably, Defendants cite *TEKsystems, Inc. v. Demasi*, No. 14-cv-0670, 2014 WL 12907805 (D. Md. Nov. 5, 2014), a case involving a sister company of Aerotek, in which Chief

Judge Russell struck a jury demand where the employment agreement contained the same waiver provision at issue here. (ECF No. 33-1, Def. Mem. p. 4). But *TEKsystems* did not involve employment discrimination claims brought under statutes containing their own jury trial provisions; rather, the plaintiff sought to enforce a post-employment restrictive covenant provision in its employment agreement and defendants filed a counterclaim alleging common law tort claims. *Id.* at *1. The distinction between enforcing a jury waiver in a restrictive covenant dispute and enforcing one in a civil rights case with a congressionally created jury trial right is critical. The analysis changes fundamentally when the right being waived is not merely the general Seventh Amendment right but a specific statutory right that Congress created as part of an integrated anti-discrimination remedial scheme.

IV. CONCLUSION

Sullivan Causey served Aerotek faithfully for seventeen years. He now comes before this Court alleging that his employer removed him from a position he earned through dedication and competence because of the color of his skin. Congress created the right to a jury trial under 42 U.S.C. § 1981a(c) specifically so that employees like Causey could have their discrimination claims heard by a jury of their peers. Aerotek's attempt to strip that right through a take-it-or-leave-it employment agreement should not prevail.

Combined with the adhesion contract circumstances, the absence of counsel, and the lack of any federal statutory policy supporting enforcement of standalone jury waivers, Defendants have not carried their burden of proving that Causey knowingly and voluntarily relinquished his right to a jury trial. Separately, the jury trial waiver at issue is unconscionable under Maryland law. Therefore, Causey respectfully requests that the Court deny Defendants' Motion to Strike the Jury Demand (ECF No. 33).

Dated: March 27, 2026

Respectfully submitted,

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Counsel for Plaintiff

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SULLIVAN CAUSEY, JR.,

Case No. 1:25-cv-2374-JRR

Plaintiff,

v.

AEROTEK, INC., *et. al.*,

Defendants.

DECLARATION OF SULLIVAN CAUSEY

I, Sullivan Causey, Jr., in accordance with 28 U.S.C. § 1746, declare and state as follows:

1. I am the Plaintiff in the above-captioned action. I am over the age of eighteen and am competent to testify to the matters set forth in this declaration based on my personal knowledge.

2. I began my employment with Aerotek, Inc. in April 2007. I was initially hired as a Recruiter. Over the next 17 years, I was promoted through various positions, including Account Manager, Divisional Practice Lead, Director of Business Operations, and Director of Recruiting Operations. I held the Director of Recruiting Operations position at the time my employment was effectively terminated in or about September 2024.

3. I am a college graduate. My educational background and professional experience are in the field of staffing and recruiting. I do not have any legal training or education, and I am not a lawyer.

4. During the course of my employment with Aerotek, I signed four employment agreements: the first in approximately April 2007 when I was hired; the second in approximately August 2010 when I was promoted to Account Manager; and the third in approximately October

2017 when I was promoted to Director of Business Operations; and the fourth on December 16, 2022. Copies of these agreements are attached to Defendants' Motion for Summary Judgment, as Exhibits C through F.

5. The December 16, 2022 Employment Agreement is the operative agreement at issue in Defendants' Motion. I was required to sign this Agreement as a condition of my continued employment with Aerotek. I understood at the time that if I did not sign the Agreement, I could not continue in my position at the company.

6. The Employment Agreement was a standardized, pre-printed document prepared entirely by Aerotek. I did not draft any portion of the Agreement, and no portion of the Agreement was tailored to my individual circumstances, other than the insertion of my name and employee identification number.

7. I was not given the opportunity to negotiate any of the terms or conditions of the Employment Agreement, including the jury trial waiver provision in Section 12. The Agreement was presented to me on a take-it-or-leave-it basis. At no point during my 17 years of employment with Aerotek was I offered the ability to modify, strike, or negotiate the terms of any of the four employment agreements I was asked to sign.

8. I did not consult with an attorney before signing the December 16, 2022 Employment Agreement or any of the prior employment agreements with Aerotek. No one at Aerotek advised me to consult with an attorney before signing, and I was not provided any dedicated time to seek legal advice.

9. I was not provided with any explanation of the legal significance of the jury trial waiver or the rights I was relinquishing by signing the Agreement. No representative of Aerotek explained to me what it meant to waive the right to a jury trial, how a bench trial differs from a

jury trial, or how the waiver could affect my ability to pursue legal claims, including employment discrimination claims.

10. At the time I signed the December 16, 2022 Employment Agreement, I had been employed by Aerotek for approximately 15 years. I had built my career at the company and was serving in a senior, Director-level position. Refusing to sign the Agreement would have meant the loss of my livelihood and career with Aerotek. I did not view refusing to sign as a realistic option.

11. I signed the previous three employment agreements under similar circumstances. Each time, the agreement was presented as a standardized form in connection with a new hire or promotion, and each time I was required to sign it to proceed with my employment or advancement at Aerotek. At no point did I understand the legal consequences of the jury trial waiver provision contained in those agreements.

12. I filed this lawsuit because I believe I was discriminated against and retaliated against because of my race. I want the claims in this case to be decided by a jury of my peers, as I believe is my right under federal law.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 27th day of March, 2026, in Maricopa County, Arizona.


Sullivan Causey (Mar 27, 2026 13:23:59 PDT)
SULLIVAN CAUSEY, JR.

EXHIBIT 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

SULLIVAN CAUSEY,

Plaintiff

vs.

Case No. 1:25-CV-02374-JRR

AEROTEK, INC. and JEFF COLVIN,

Defendants

* * * * *

DEPOSITION OF SULLIVAN CAUSEY JR.

PLAINTIFF

Monday, January 12, 2026

Reported by: Laurie Baker

* * *

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1 there for probably a year, then we moved to Tolleson
2 location further west off of 99th and McDowell.
3 99th Avenue and McDowell.

4 Q Is that the location you were at the
5 balance of your time as a recruiter?

6 A Yes.

7 Q Who was your supervisor when you were a
8 recruiter?

9 A Her name was Stacy Putnam.

10 Q What was Stacy's position?

11 A She was an account manager.

12 Q Did you have people that reported to you
13 when you were acting as a recruiter?

14 A Not as a recruiter. It was more like an
15 arm. I had recruiters who -- they didn't report to
16 me. They worked alongside me, so no.

17 (Causey Deposition Exhibit No. 2
18 was marked for identification.)

19 BY MR. CORUM:

20 Q Mr. Causey, I've handed you what I've
21 marked as Causey 2. And it's a document

1 Bates-labeled -- when I say Bates-labeled throughout
2 the day, that's kind of lawyer lingo for numbering
3 conventions that we sometimes use on documents that
4 are produced. If you look in the bottom right-hand
5 corner of the document, you'll see some letters and
6 some numbers. That helps us keep track of which
7 documents are which in a lawsuit typically. So we
8 call them Bates numbers, so that's what I mean when
9 I say that.

10 In this particular document, you'll
11 see it's Bates-numbered Aero. That stands for
12 Aerotek in this case. And the numbers 638 through
13 646 in the bottom right-hand corner. Do you see
14 those numbers?

15 A Yes.

16 Q This document I'll represent to you is, as
17 it says on the first page, Employment Agreement. I
18 believe this is the employment agreement you signed
19 when you first started working for Aerotek back in
20 2007 as a recruiter. Can you take a look at that
21 document and tell me if that -- if you agree with my
Page 21

1 understanding of what this is?

2 A Yes.

3 Q Is that your signature on the last page?

4 A Yes.

5 Q Bottom right under the word Employee?

6 A Yes.

7 Q It's fancy, but it's hard to read. I
8 couldn't tell for sure. It says that's Sullivan
9 Causey?

10 A Correct.

11 Q Thank you. On the first page of this
12 document, it says that this employment agreement is
13 made on the 2nd day of April 2007 by and between
14 Aerotek, hereinafter referred to as Aerotek, and
15 Sullivan Causey, hereinafter referred to as
16 employee. Do you see that?

17 A Yes.

18 Q Would this have been something that you
19 executed in conjunction with and about the time you
20 started working for Aerotek the first time when you
21 initially started?

Page 22

1 A Yes, I believe so.

2 Q Did you read this document back at the
3 time?

4 A I'm pretty sure I did. I believe.

5 Q Flip over to -- it's page 8 in the
6 document. The Bates number is 645, if that's easier
7 for you.

8 A Okay.

9 Q Let me know when you're there.

10 A I'm there.

11 Q Do you see paragraph 13, most of the way
12 down the page?

13 A Yes.

14 Q You can look through this entire
15 agreement, if you'd like, but I'll submit to you
16 that's the only paragraph in the agreement that's
17 all caps and all bold. And it's titled Waiver of
18 right to jury trial. Do you see that?

19 A I do.

20 Q Were you aware there was a waiver of right
21 to jury trial in this document that you signed back

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1 in 2007 when you started working for Aerotek?

2 A Probably not, but it's there.

3 Q You don't contest that you signed this
4 agreement?

5 A No.

6 Q It's your recollection that you likely
7 read it at the time?

8 A Yes.

9 Q Did you object to any part of this
10 agreement or take issue with any of it?

11 A I don't believe so.

12 Q Let's go back to Exhibit 1. Let's talk
13 about next position. It looks like that recruiter
14 position, according to your resumé at least, ran
15 from about April of 2007, which lines up with that
16 first employment agreement we just looked at, and
17 went through about August of 2009, after which your
18 resumé reflects that you moved into a different
19 position as an account manager, is that correct?

20 A Correct.

21 Q Why the change in position from recruiter
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1 STATE OF MARYLAND

2 COUNTY OF CARROLL

3 I, Laurie Baker, a Notary Public of the State of
4 Maryland, County of Carroll, do hereby certify that the
5 within-named witness personally appeared before me at the
6 time and place herein set out, and after having been first
7 duly sworn by me, according to law, was examined by counsel.

8 I further certify that the examination was
9 recorded stenographically by me and this transcript is a
10 true record of the proceedings.

11

12 I further certify that I am not of counsel to any
13 of the parties, nor an employee of counsel, nor related to
14 any of the parties, nor in any way interested in the outcome
15 of the action.

16 As witness my hand and seal this 22nd day
of January 2026.

17

18

LAURIE BAKER

19

LAURIE BAKER

20 My Commission Expires 09-01-26

21

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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

SULLIVAN CAUSEY, JR.,

Plaintiff,

v.

AEROTEK, INC., *et al.*,

Defendants.

Case No. 1:25-cv-2374-JRR

[Proposed] ORDER

Upon consideration Defendants' Motion to Strike Plaintiff's Jury Demand (ECF No. 33), the memorandum in support thereof (ECF No. 33-1), Plaintiff's Opposition (ECF No. 35), and the supporting exhibits and arguments of the parties, it is hereby:

ORDERED that Defendants' Motion to Strike Plaintiff's Jury Demand (ECF No. 33) is **DENIED**; and

IT IS FURTHER ORDERED that Plaintiff's jury demand shall remain in effect and this matter shall proceed to trial by jury.

SO ORDERED.

JULIE R. RUBIN
United States District Judge