

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE

Ursula Scott v. Blue Mantis, Inc.

Scott v. Blue Mantis, Inc., No. 2:25-cv-00101-LEW (D. Me. Mar. 2, 2026) · No. 2:25-cv-00101-LEW · Decided March 2, 2026

SUMMARY

The United States District Court for the District of Maine grants Blue Mantis, Inc.’s motion to strike Ursula Scott’s jury demand. The court holds that the contractual jury waiver was not waived by the defendant’s failure to plead it in its answer or by the timing of the motion, and that the waiver was knowingly and voluntarily entered and broadly covered Scott’s employment-related claims.

CASE DETAILS

COURT	United States District Court for the District of Maine
WRITING FOR THE COURT	Karen Frink Wolf
JURISDICTION	United States District Court for the District of Maine
DECIDED	March 2, 2026
DOCKET	2:25-cv-00101-LEW
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved under Federal Rule of Civil Procedure 39 to strike plaintiff's jury demand based on a contractual jury-trial waiver in her employment agreement.
STANDARD OF REVIEW	The court applied federal law and reviewed the contractual jury waiver for knowing and voluntary formation and for clear, unambiguous coverage of the asserted claims; timeliness was evaluated under Federal Rule of Civil Procedure 39.
PRECEDENTIAL VALUE	unpublished district-court order; nonprecedential

TOPICS

- civil procedure
- waiver
- contracts
- employment contracts
- civil rights

PRACTICE AREAS

- civil procedure
- contracts
- employment law
- civil rights

QUESTIONS PRESENTED

1. Whether Blue Mantis waived its contractual jury-trial waiver by failing to raise it in its answer.
2. Whether Blue Mantis waived the contractual jury-trial waiver by waiting approximately three months after answering to move to strike the jury demand.
3. Whether federal or Maine law governs the enforceability of a contractual jury-trial waiver.
4. Whether Scott knowingly and voluntarily entered into the contractual jury-trial waiver.
5. Whether the plain language of the waiver unambiguously covered Scott's civil-rights claims arising from her employment.

HOLDINGS

1. A contractual jury-trial waiver is not a traditional affirmative defense that must be pleaded under Federal Rule of Civil Procedure 8(c); Rule 39 governs a motion to strike a jury demand. Blue Mantis therefore did not waive the contractual provision by omitting it from its answer.
2. Blue Mantis did not waive the contractual jury-trial waiver by moving to strike approximately three months after answering and before trial.
3. Federal law governs the enforceability of a contractual jury-trial waiver because the jury right derives from the Seventh Amendment.
4. Scott knowingly and voluntarily entered into the contractual jury-trial waiver.
5. The contractual jury waiver's broad and unambiguous language covered Scott's civil-rights claims because those claims arose from or were connected with the parties' employment relationship.

KEY QUOTATIONS

“Under federal law, there is “a presumption against denying a jury trial based on waiver, and waivers must be strictly construed.””

“Therefore, considering the parties’ sophistication, the agreement’s simplicity, and the general enforceability of employment agreements offered as a condition of employment, I conclude that this waiver is enforceable.”

FACTUAL BACKGROUND

Scott, a former Blue Mantis employee, asserted claims under 42 U.S.C. § 1981, Title VII, and the Maine Human Rights Act. She signed a 2022 employment agreement containing a broad waiver of jury trial for claims arising under or connected with the parties' dealings. The agreement was a five-page document with fourteen paragraphs, included an acknowledgment that the signatory understood its effect, and was offered as a condition of employment. Scott had a doctorate and extensive experience in education, talent acquisition, and business.

PROCEDURAL HISTORY

Scott filed a First Amended Complaint asserting federal and state civil-rights claims and demanding a jury trial. Blue Mantis answered without affirmatively demanding a jury and without pleading the contractual waiver, then

moved approximately three months later to strike Scott's jury demand after attaching the employment agreement. The court granted the motion and struck the jury demand.

DISPOSITION

other

CASES CITED

- Deslauriers v. Chertoff, No. 07-184-B-W, 2009 WL 3418525, at *1 n.1 (D. Me. Oct. 20, 2009)
- Dawson v. Assured Partners, NL, LLC, No. 1:17-cv-00676, 2021 WL 1854884, at *11 (S.D. Ohio May 10, 2021)
- Sebunya v. Holder, No. 2:12-cv-67-GZS, 2012 WL 5993160, at *3 (D. Me. Nov. 30, 2012)
- United States v. JMG Excavating & Const. Co., Inc., No. 03-134-P-S, 2005 WL 1412445, at *5 (D. Me. May 24, 2005)
- Luis Acosta, Inc. v. Citibank, N.A., 920 F. Supp. 15, 17-18 (D.P.R. 1996)
- Tracinda Corp. v. DaimlerChrysler AG, 502 F.3d 212, 222 (3d Cir. 2007)
- Med. Air Tech. Corp. v. Marwan Inv., Inc., 303 F.3d 11, 18-19 (1st Cir. 2002)
- Neuro-Rehab Associates, Inc. v. AMRESCO Commercial Fin., L.L.C., No. CIVA 05-12338-GAO, 2006 WL 1704258, at *6 (D. Mass. June 19, 2006)
- Doelger v. JPMorgan Chase Bank, N.A., No. 21-11042-AK, 2024 WL 38743, at *2 n.3 (D. Mass. Jan. 3, 2024)
- Interstate Indus. Unif. Rental Serv., Inc. v. Couri Pontiac, Inc., 355 A.2d 913, 919 (Me. 1976)
- Leasing Serv. Corp. v. Crane, 804 F.2d 828, 833 (4th Cir. 1986)
- Seaboard Lumber Co. v. United States, 903 F.2d 1560, 1564 (Fed. Cir. 1990)
- Winiarski v. Brown & Brown, Inc., No. 5:07-cv-409-Oc-10GRJ, 2008 WL 1930484, at *2 (M.D. Fla. May 1, 2008)
- Brackett v. Middlesex Ins. Co., 486 A.2d 1188, 1190 (Me. 1985)
- Aetna Ins. Co. v. Kennedy ex rel. Bogash, 301 U.S. 389, 393 (1937)

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