

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

CHAMBERS OF
J. FREDERICK MOTZ
UNITED STATES DISTRICT JUDGE

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May 23, 2013

MEMO TO COUNSEL RE: Stephanie Walsh v. Sunrise Senior Living, Inc.
Civil No. JFM-12-3645

Dear Counsel:

I have reviewed the memoranda submitted in connection with defendant's motion to strike jury trial demand (document 18).

The motion is granted. The waiver clause was quite conspicuous. Moreover, although defendant may have had greater bargaining power than did plaintiff, there was not such a disparity in bargaining power to justify voiding the waiver provision. Unless the Maryland courts are prepared to nullify jury waiver clauses in all cases involving consumers and providers of services, it would be improper for me to nullify the waiver provision here.

Finally, I am satisfied that the contract between the parties was not one covered by Md. Code, Real Prop. §§ 8-208 and 8-603. In essence, the contract was one for the provisions of services by an assisted living facility.

Despite the informal nature of this letter, it should be flagged as an opinion and docketed as an order.

Very truly yours,

/s/

J. Frederick Motz
United States District Judge