

9:44 am, Feb 28 2024

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLANDAT BALTIMORE
CLERK, U.S. DISTRICT COURT
DISTRICT OF MARYLAND
BY _____ Deputy

DAVID J. BOSHEA

Plaintiff.

v.

COMPASS MARKETING, INC.

Defendant.

Civil No. ELH-21-00309

VERDICT FORM**I. Breach of Contract**

1. Do you find that Plaintiff David J. Boshea has proven by a preponderance of the evidence that Plaintiff David J. Boshea and Defendant Compass Marketing, Inc. entered into a contract whereby Compass Marketing, Inc. agreed to pay Plaintiff a severance payment up to \$540,000.00?

YES ☒NO ☐*If you answered "YES" to Question No. 1, please proceed to Question No. 2.**If you answered "NO" to Question No. 1, please proceed to the date and signature lines on page 3 and notify the Marshal you have reached a verdict.*

2. If you answered "YES" to Question No. 1, please indicate whether Plaintiff David J. Boshea and Defendant Compass Marketing, Inc. entered into a written contract and/or an oral contract (if appropriate, you may pick more than one).

WRITTEN ☐ORAL ☒BOTH ☐*Please proceed to Question No. 3.*

3. Do you find that Plaintiff David J. Boshea has proven by a preponderance of the evidence that Defendant Compass Marketing, Inc. breached a contract with Plaintiff David J. Boshea by failing to pay him a severance?

YES ☒NO ☐*If you answered "YES" to Question No. 3, please proceed to Question No. 4.**If you answered "NO" to Question No. 3, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.*

4. What amount of damages do you award to Plaintiff David J. Boshea against Defendant Compass Marketing, Inc. for breach of contract?

\$ 193,000.00

Please proceed to Question 5.

5. Do you find that Plaintiff David J. Boshea has proven by a preponderance of the evidence that he is entitled to receive prejudgment interest on the amount owed calculated at the legal rate of 6% per year from the date of his termination?

YES ✓

NO _____

Please proceed to Question No. 6.

II. Maryland Wage Payment and Collection Law

6. Do you find by a preponderance of the evidence that Defendant Compass Marketing, Inc. violated Plaintiff David J. Boshea's rights under the Maryland Wage Payment and Collection Law, for failing to pay him severance that he earned?

YES ✓

NO _____

If you answered "YES" to Question No. 6, please proceed to Question No. 7.

If you answered "NO" to Question No. 6, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.

7. What is the amount of severance owed to Plaintiff David J. Boshea by Defendant Compass Marketing, Inc.?

\$ 540,000.00

Please proceed to Question No. 8.

8. Do you find that Defendant Compass Marketing, Inc. has proven by a preponderance of the evidence that its failure to pay Plaintiff David J. Boshea severance was the result of a bona fide dispute (i.e., in good faith)?

YES _____

NO ✓

If you answered "YES" to Question No. 8, please proceed to the date and signature lines on page 3 and notify the Marshal that you have reached a verdict.

If you answered "NO" to Question No. 8, please proceed to Question No. 9.

9. Do you find that the lack of a bona fide dispute as to severance owed to Plaintiff David J. Boshea warrants the award to Plaintiff David J. Boshea of additional damages under the Maryland Wage Payment and Collection Law?

YES _____

NO ✓

If you answered "YES" to Question No. 9, please proceed to Question No. 10.

If you answered "NO" to Question No. 9, please proceed to the date and signature lines below and notify the Marshal that you have reached a verdict.

10. Additional damages under the Maryland Wage Payment and Collection Law may be anywhere from \$0 to a maximum of no more than three (3) times the amount of the unpaid wages that you awarded, if any, in answer to Question No. 7. What additional damages, if any, do you award to Plaintiff David J. Boshea under the Maryland Wage Payment and Collection Law?

\$ _____

Proceed to date and signature lines below and notify the Marshal that you have reached a verdict.

FOREPERSON MUST DATE AND SIGN IMMEDIATELY BELOW.

Date: Feb. 27, 2024

SIGNATURE REDACTED

Please inform the Marshal that you have reached a verdict.