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**IN THE FIFTH JUDICIAL DISTRICT COURT
IN AND FOR WASHINGTON COUNTY, STATE OF UTAH**

<p>CLAY CAMPBELL, an individual</p> <p style="text-align: center;">Plaintiff,</p> <p>vs.</p> <p>CITY OF HURRICANE, a Utah Municipal Corporation; and MIKE VERCIMACK, an individual; and CLARK FAWCETT, an individual.</p> <p style="text-align: center;">Defendant(s).</p>	<p style="text-align: center;">VERIFIED COMPLAINT</p> <p>Case No.:</p> <p>Judge:</p> <p>Discovery Designation: Tier 3</p>
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COMES NOW Plaintiff CLAY CAMPBELL, by and through undersigned counsel of the law firm Heideman and Associates, and hereby complains and alleges against Defendants, CITY OF HURRICANE, a Utah Municipal Corporation, and MIKE VERCIMACK, an individual, and CLARK FAWCETT, an individual (herein collectively “Defendants”) as follows:

PARTIES AND JURISDICTION

1. Plaintiff CLAY CAMPBELL (“Plaintiff”) was, at all times relevant to this action, an individual residing in Washington County, State of Utah.

2. Defendant CITY OF HURRICANE (“Hurricane City”) was, at all times relevant to this action, a Utah Municipal Corporation located in Washington County, State of Utah.

3. Defendant MIKE VERCIMACK (“Mr. Vercimack”) was, at all times relevant to this action, an individual residing in Washington County, State of Utah.

4. Defendant CLARK FAWCETT (“Mr. Fawcett”) was, at all times relevant to this action, an individual residing in Washington County, State of Utah.

5. Jurisdiction is proper in this Court pursuant to Utah Code Ann. § 78A-5-102.

6. Venue is proper in this Court pursuant to Utah Code Ann. §§ 78B-3-302, 307.

7. Pursuant to Utah R. Civ. P. 8(a) and 26(c)(3), the discovery tier associated with this action is Tier 3.

GENERAL ALLEGATIONS

8. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

9. In 2002, Hurricane City employed Plaintiff to work in the city's Streets Department.

10. By 2014, Mr. Vercimack had become the Public Works Director ("PWD") for Hurricane City.

11. Hurricane City was paying Mr. Vercimack a salary.

12. At the end of 2014, Plaintiff learned that Mr. Vercimack was using city offices to operate a private gun shop selling firearms, without permission from the city, and without paying rent.

13. Plaintiff became concerned that Mr. Vercimack was, in essence, committing time-theft against the City and its taxpayers.

14. Upon information and belief, Mr. Vercimack did not comply with firearm statutes and regulations.¹

15. If Mr. Vercimack was in compliance with firearm statutes and regulations, then the immense amount of time and expense associated with compliance came at the expense of taxpayers who supported Mr. Vercimack while he pursued this private venture in public office.

16. Mr. Vercimack owed certain responsibilities and duties to the citizens of the Hurricane City.

¹ See Utah Code Ann. § 53-5a-101 *et seq.*, 18 U.S. Code § 923, *et seq.*, 27 C.F.R. § 478 *et seq.*

17. It would have been impractical, if not impossible, for Mr. Vercimack to focus on his public office responsibilities and duties while complying with such firearm statutes and regulations.

18. Plaintiff went to Mr. Fawcett, Hurricane City's Human Resources Manager ("HRM"), and made a formal complaint concerning Mr. Vercimack's use of Hurricane City's property to act as a gun vendor on public time.

19. At that time, Mr. Fawcett stated he would look into the situation.

20. Mr. Fawcett took no further action regarding the complaint.

21. Plaintiff made further complaints to Mr. Fawcett.

22. After that, Mr. Vercimack learned that Plaintiff had alleged Mr. Vercimack was selling guns out of his office.

23. As HRM, Mr. Fawcett had a duty to hold Plaintiff's complaints in confidence, to protect Plaintiff from the risk that Mr. Vercimack would create a hostile work environment, and not to aid and abet Mr. Vercimack in his campaign of harassment and abuse.

24. Mr. Fawcett breached this duty, actively facilitating a hostile work environment by providing confidential information about Plaintiff to Mr. Vercimack.

25. Mr. Vercimack then began a non-stop campaign of workplace harassment against Plaintiff.

26. On June 6, 2016, Plaintiff was promoted to Hurricane City's Street Superintendent.²

27. Finally, at the end of 2017, after enduring years of consistent harassment from Mr. Vercimack, and the failure of Mr. Fawcett to take the matter seriously, Plaintiff informed the Mayor, John W. Bramall ("Mayor") of Mr. Vercimack's use of the City office to sell firearms.

28. The Mayor intervened, and informed Mr. Vercimack that he (Mr. Vercimack) was not to use the city's property to operate his private gun store.

29. Additionally, Mr. Vercimack was not to sell any guns out of or on city property.

30. Mr. Vercimack complied with the Mayor's instructions to stop selling guns directly out of Hurricane City's office building.

31. However, Mr. Vercimack continued to use taxpayer time and money, and Hurricane City's equipment and resources including computers, to perform market research, and perform administrative functions for his gun store.

32. Mr. Vercimack continued his relentless campaign of harassment against Plaintiff.

33. Mr. Vercimack abused his position as PWD to make Plaintiff's position increasingly difficult, through severe scrutiny over Plaintiff's work, and continued verbal abuse.

² See Exhibit 1 (Hurricane Employment Docs)

34. Mr. Vercimack, in coordination with the City, then conducted a witch-hunt against Plaintiff, accusing Plaintiff of doing the following:³

- a. Drinking on the job;
- b. Conducting city business while intoxicated;
- c. Not reporting to a supervisor when absent or not at work; and
- d. Failing to accurately fill out Plaintiff's timecard.
- e. Asking employees to buy alcohol during employment hours.

35. The vast majority of Mr. Vercimack's allegations (for example, those related to drinking) were completely fabricated, having no basis in reality.

36. Because Plaintiff was Street Superintendent, City policy did not require him to fill out a timecard or report to a supervisor.

37. Moreover, Plaintiff was present at work at all necessary times.

38. Nonetheless, based on Mr. Vercimack's fabricated accusations, in February 2019, Mr. Fawcett put Plaintiff on administrative leave pending a pre-disciplinary hearing.⁴

39. At this pre-disciplinary hearing, Plaintiff was successful in defending himself, through direct evidence, citation to the City's employee handbook, and explanation of his records.

40. All accusations were found to be either erroneous, or not applicable to a person holding Plaintiff's position.

³ See Exhibit 2 (Pre-discipline Hearing)

⁴ See *Id.*

41. However, after all accusations had been disapproved, Mr. Fawcett terminated Plaintiff anyway.

42. Mr. Fawcett asserted to Plaintiff that Hurricane City was “letting him go” because of his “image.”

43. Plaintiff questioned Mr. Fawcett about his “image,” specifically inquiring as to what Plaintiff needed to change.

44. Mr. Fawcett did not provide a direct response.

45. Instead, Mr. Fawcett gave a separate reason for terminating Plaintiff.

46. Specifically, Mr. Fawcett indicated that Hurricane City council’s desired to restructure Plaintiff’s department, and Plaintiff’s termination was a convenient method of accomplishing that goal.

47. Plaintiff asked for a lateral transfer or some other reasonable alternative to Plaintiff’s termination.

48. Mr. Fawcett demurred again and changed his explanation for terminating Plaintiff.

49. Instead of restructuring his department, Mr. Fawcett told Plaintiff that his termination was due to a “reduction of force.”

50. Plaintiff pointed out that the City had just expanded its workforce to include two new employees, both of which Plaintiff hired in the Streets department, in the prior week.

51. Mr. Fawcett was quick to shift his explanation again, stating Hurricane City was reducing only the department heads.

52. Mr. Fawcett asserted that Plaintiff's position was being dissolved with no intent to replace.

53. Mr. Fawcett presented Plaintiff with two letters:⁵

- a. A letter of resignation; and
- b. A notice of termination stating that "The city is not pleased with the way the department is being managed."

54. The notice of termination is completely inconsistent with the prior representations Hurricane City consistently made to Plaintiff through his performance evaluations.⁶

55. Specifically, Plaintiff consistently received high marks in his performance evaluations, which indicated that his performance was above satisfactory.⁷

56. Nevertheless, Plaintiff was presented with the ultimatum: either tender his resignation or be discharged in disgrace.

57. The actual basis for Plaintiff's termination was his completely appropriate complaints that Mr. Vercimack, a public servant, was engaged in time-theft and selling guns out of, and through, Hurricane City property.

⁵ See Exhibit 3 (Resignation Ltr)

⁶ See Exhibit 4 (Employee Evals)

⁷ See *Id.*

58. After Mr. Fawcett delivered this disciplinary ultimatum, Mr. Fawcett forbid Plaintiff, in violation of the employee handbook,⁸ from accessing Hurricane City's rules, policies and procedures.

59. Plaintiff did not voluntarily resign.

60. According to the handbook and policies, Plaintiff should have been provided with notice of a follow-up disciplinary hearing before the Hurricane City council.

61. Plaintiff was terminated following the pre-disciplinary hearing with Mr. Fawcett, before being given notice of formal proceedings or an opportunity to present his case to the City council.

62. As of April 2019, since the time of Plaintiff's forced departure, Plaintiff's position was not dissolved.

63. In fact, Plaintiff's position has been filled by none other than Mr. Vercimack.

64. Plaintiff is entitled to be protected from retaliatory discharge for reporting these violations and/or abuses of public time, property, and funds by Mr. Vercimack.

65. Hurricane City provided Plaintiff with an employee handbook that lists specific procedures for airing and resolving disciplinary matters.

66. Despite the fact Hurricane City agreed to abide by these procedures, they failed to do so.

⁸ See Exhibit 5, § VIII(5)(B) (Hurricane Policy & Procedures Manual)

67. Hurricane City failed to provide Plaintiff with notice of any disciplinary action.

68. Hurricane City failed to provide any opportunity for Plaintiff to respond or rebut the City's supposed cause for termination.

69. Hurricane City conducted a completely inadequate investigation.

70. Hurricane City also failed to provide Plaintiff timely notice or an overview of allegations, violating the employee handbook.⁹

71. Pursuant to the employee handbook, Plaintiff had the right to have an opportunity to review any of this information, which Plaintiff was not given.¹⁰

72. Because Plaintiff's position was classified as a department head, he was deprived of his right to appeal.¹¹

73. Additionally, Mr. Fawcett forbid Plaintiff from talking to other employees and Hurricane City councilmembers.

74. Utah specifically provides that "an employer may not take adverse action against an employee because the employee, or a person authorized to act on behalf of the employee, communicates in good faith: (i) the waste or misuse of public funds, property, or manpower; [or] (ii) a violation or suspected violation of a law, rule or regulation

⁹ See *Id.* at § VIII(5)(C)

¹⁰ See *Id.* at § VIII(5)(D)

¹¹ See *Id.* at § VIII(6)

adopted under the law of this state, a political subdivision of this state, or any recognized entity of the United States[.]”¹²

75. Under Utah’s whistleblower protection statutes there are two separate bases for a claim:

- a. Plaintiff had genuine concerns Mr. Vercimack might have been engaging in violating federal firearms regulations by perpetrating gun sales without proper authority, licensure, etc.; and
- b. Plaintiff was concerned about a waste or misuse of public funds, property and manpower.

76. Additionally, Plaintiff has not been paid the full amount due to him as a result of Hurricane City’s failure to compensate Plaintiff the 496 hours of accumulated sick leave, and Hurricane City’s continuing failure to compensate Plaintiff adequately for many hours worked in excess of 40 hours per week.¹³

77. Plaintiff is entitled to compensations for the damages he has suffered due to Hurricane City’s breach of contract, violation of deprivation of rights, unlawful retaliatory discharge, and constructive termination under Utah’s whistleblower protection statutes in an amount to be determined at trial.

FIRST CAUSE OF ACTION
(Breach of Employment Contract and Claim for Unpaid Wages)

¹² See Utah Code Ann. § 67-21-3(1)(a)

¹³ See, e.g., Utah Code Ann. § 34-30-8

78. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

79. To establish a *prima facie* case for a breach of contract, Plaintiff must demonstrate that there was: “(1) a contract, (2) performance by the party seeking recover, (3) breach of contract by the other party, and (4) damages.”¹⁴

80. Hurricane City provided Plaintiff with an employee handbook that lists specific procedures that both Hurricane City and Plaintiff agreed to follow.

81. Despite the fact Hurricane City agreed to abide by these procedures, they failed to do so.

82. Hurricane City failed to provide Plaintiff with proper notice of disciplinary action.

83. Hurricane City failed to provide any opportunity for Plaintiff to respond or rebut city’s supposed cause for termination.

84. Additionally, the investigation Hurricane City conducted was inadequate.

85. Once Plaintiff was made aware of the disciplinary ultimatum, he was forbidden to access Hurricane City rules, policies and procedures, violating the employee handbook.

86. Hurricane City further violated the policies and procedures in the employee handbook when Plaintiff was not provided timely notice or an overview of allegations against him.

¹⁴ *Eleopulos v. McFarland & Hullinger, LLC*, 2006 UT App 352, ¶ 10, 145 P.3d 1157

87. Plaintiff had the right to have an opportunity to review any of this information, which he was not given, further violating the employee handbook.

88. Plaintiff was also forbidden from talking to other employees and Hurricane City councilmembers.

89. Furthermore, Plaintiff has not been paid the full amount due to him as a result of Hurricane City's failure to compensate Plaintiff the 496 hours of accumulated sick leave.

90. Plaintiff also worked in excess of 40 hours per week on many occasions, but the City never paid him overtime.

91. Plaintiff complied with his job duties at all times relevant to this dispute.

92. By failing to provide Plaintiff with the process that was due under the employee handbook, failure to render adequate payment, including compensation for overtime and sick-leave, Hurricane City breached its employment agreement with Plaintiff.

93. Plaintiff is entitled to compensations for the damages he has suffered due to Hurricane City's premature termination of the employment contract; together with employment handbook and policies, under contract, and assumpsit.

SECOND CAUSE OF ACTION
(Unlawful Retaliatory Firing)

94. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

95. Under Utah’s whistleblower protection statutes, “An employer may not take adverse action against an employee because the employee ... communicates in good faith: (i) the waste or misuse of public funds, property, or manpower...”¹⁵

96. “An employee is presumed to have communicated in good faith if the employee gives written notice or otherwise formally communicates the conduct ... to: (i) a person in authority over the person alleged to have engaged in the conduct described...”¹⁶

97. Plaintiff is an “Employee” pursuant to Utah Protection of Public Employees Act.¹⁷

98. Hurricane City is defined as an “Employer” pursuant to Utah Protection of Public Employees Act.¹⁸

99. Mr. Vercimack is an “Agent of Employer” (Hurricane City) pursuant to Utah Protection of Public Employees Act.¹⁹

100. Mr. Fawcett is an “Agent of Employer” (Hurricane City) pursuant to Utah Protection of Public Employees Act.²⁰

101. Plaintiff was concerned about a waste or misuse of public funds, property and manpower.

¹⁵ Utah Protection of Public Employees Act, U. C. A. § 67-21-3(1)(a)(i)

¹⁶ *Id.* at § 67-21-1(b)(i)

¹⁷ *See* § 67-21-2(5)

¹⁸ *Id.* at §§ (6)(a)

¹⁹ *Id.* at §§ (6)(b)

²⁰ *Id.*

102. Plaintiff complained about this misuse of public funds, property, and manpower (specifically, Mr. Vercimack using City time, resources, and property to privately sell guns), in good faith.

103. Mr. Vercimack, in the position as PWD, continues to commit time-theft against the taxpayers and the City.

104. Following Plaintiff's complaints, Mr. Fawcett informed Mr. Vercimack about the complaints, who began a campaign of non-stop workplace harassment, ultimately culminating in false accusations that Plaintiff had engaged in wrongful conduct on the job, leading to Plaintiff's substantively and procedurally improper termination.

105. Plaintiff's termination was, in fact, motivated by the fact that Plaintiff had complained about Mr. Vercimack's misuse of public funds, property, and time.

106. Accordingly, Plaintiff has a cause of action for retaliatory discharge for reporting these violations and/or abuses of public time, property and funds by Mr. Vercimack.

THIRD CAUSE OF ACTION
(Unlawful Retaliatory Firing)

107. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

108. Under Utah's whistleblower protection statutes, "An employer may not take adverse action against an employee because the employee ... communicates in good

faith: (ii) a violation or suspected violation of a law, rule, or regulation adopted under the law of this state, ... or any recognized entity of the United States...”²¹

109. Plaintiff genuinely believed that Mr. Vercimack was violating federal firearms regulations by perpetrating gun sales without proper authority, licensure, etc.

110. As the PWD, it would have been impractical, if not impossible for Mr. Vercimack to fulfill his work responsibilities and duties and comply with state and federal firearm statutes and regulations at the same time.

111. Plaintiff is entitled to be protected from retaliatory discharge for reporting these suspected violations of state and federal gun regulations and/or licensing requirements by Mr. Vercimack.

THIRD CAUSE OF ACTION
(Constructive Termination)

112. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

113. Under Utah’s whistleblower protection statutes, “An employer may not take adverse action against an employee because the employee ... communicates in good faith: (iii) as it relates to a state government employer...” who abuses their authority, is unethical in their conduct, or grossly mismanages.²²

²¹ Utah Protection of Public Employees Act, U. C. A. § 67-21-3(1)(a)(ii)

²² *Id.* at §§ 3(1)(a)(iii)

114. At the end of 2014, Plaintiff made formal complaints concerning the operating of a gun shop by Mr. Vercimack on public time, to Hurricane City's HRM, Mr. Fawcett.

115. Following several years of harassment and abuse, Plaintiff was presented with the ultimatum: either tender his resignation or be discharged in disgrace.

116. Plaintiff's termination was forced upon him as a direct and proximate result of concerted mistreatment by Mr. Vercimack and Mr. Fawcett.

117. Plaintiff's position was not actually dissolved, rather it has been filled by none other than Mr. Vercimack.

118. Plaintiff is entitled to be protected from the hostile work environment that was created by Mr. Vercimack, and knowingly permitted by Mr. Fawcett and Hurricane City.

119. As a result of Plaintiff being forced to leave his position, Plaintiff was damaged.

120. Accordingly, Plaintiff is entitled to damages in an amount to be determined at trial for his wrongful constructive discharge.

FIFTH CAUSE OF ACTION
(Unlawful Retaliatory Firing)

121. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

122. Under the United States Constitution²³, an employer may not take adverse action against an employee for “statements made by public officials on matters of public concern... despite the fact that the statements are directed at their nominal superiors.”²⁴

123. “Statements by public officials on matters of public concern *must* be accorded First Amendment protection despite the fact that the statements are directed at their nominal superiors.”²⁵

124. In 2014, Plaintiff made a legitimate, formal complaint to Mr. Fawcett, Hurricane City’s HRM, concerning Mr. Vercimack’s unauthorized use of Hurricane City’s property and equipment to operate his private gun shop.

125. Because of the failure of Mr. Fawcett to address Plaintiff’s complaints and resolve the matter, Plaintiff informed Hurricane City’s Mayor in 2017.

126. Upon information and belief, Mr. Fawcett told Mr. Vercimack that Plaintiff complained about him.

127. Mr. Vercimack used his position to abuse his authority over Plaintiff through unnecessary, severe scrutiny of Plaintiff’s work, and continued verbal abuse.

128. Mr. Fawcett actively facilitated a hostile work environment when he told Mr. Vercimack about Plaintiff’s identity.

129. Mr. Fawcett provided confidential information about Plaintiff to Mr. Vercimack, in breach of a fiduciary duty of care.

²³ See U.S. Const. Amend. I, Amend. V, Amend. XIV

²⁴ *Pickering v. Bd. of Educ.*, 391 U.S. 563, 574, 88 S. Ct. 1731, 1737-38 (1968)

²⁵ *Id.*, citing *Garrison v. Louisiana*, 379 U.S. 64 (1964); *Wood v. Georgia*, 370 U.S. 375 (1962)

130. Because of the complaints against Mr. Vercimack, he (Mr. Vercimack) retaliated against Plaintiff through the fabrication of unfounded accusations.

131. Plaintiff was then placed on administrative leave pending a pre-disciplinary hearing due to the accusations by Mr. Vercimack.

132. Hurricane City's employee handbook provides employees certain procedural rights that both Hurricane City and Plaintiff agreed to follow.

133. Despite the fact Hurricane City agreed for abide by these procedures, they failed to do so.

134. Hurricane City failed to provide Plaintiff with notice of any disciplinary action.

135. Hurricane City failed to provide any opportunity for Plaintiff to respond to or rebut the city's unfounded cause for termination.

136. Plaintiff was forbidden to access Hurricane City rules, policies and procedures after being made aware of the disciplinary action against him.

137. Hurricane City failed to provide Plaintiff with timely notice.

138. Hurricane City failed to provide Plaintiff with an overview of the allegations made against him.

139. Plaintiff had a right to have an opportunity to review any of the above information, which he was not given.

140. Additionally, Plaintiff was also forbidden from talking to other employees and Hurricane City councilmembers.

141. After successfully defending himself, Plaintiff was still terminated by Mr. Fawcett.

142. Plaintiff asked Mr. Fawcett for the reason of the termination, and Mr. Fawcett simply made unfounded excuses.

143. Plaintiff was presented with the ultimatum: either tender his resignation or be discharged in disgrace.

144. The only possible motive Defendants could have had for terminating Plaintiff from his employment was because Plaintiff complained that Mr. Vercimack should not be using city resources to run a gun store.

145. As a result of Defendants terminating Plaintiff, Plaintiff has suffered damages.

146. Accordingly, Plaintiff is entitled to recover damages in an amount to be determined at trial for Defendants' unlawful retaliation against him.

SIXTH CAUSE OF ACTION
(Civil Action for Deprivation of Rights)

147. Plaintiff hereby incorporate and re-allege all previous paragraphs as though set forth fully herein.

148. All of the foregoing paragraphs demonstrate deprivation of Plaintiff's rights of free speech and due process as guaranteed under the Utah and United States Constitutions.

149. Plaintiff is entitled to compensation for the damages he suffered for deprivation of rights, e.g., retaliation for speaking out on matters of public concern, on Plaintiff's Second, Third, and Fourth Cause of Actions, pursuant to 42 U.S.C. §1983.

150. Plaintiff is entitled to compensation for the damages he suffered for the unlawful retaliatory firing under U.S. Const. Amend. I, Amend. V, Amend. XIV, for Plaintiff's "statements by public officials on matters of public concern... despite the fact that the statements are directed at their nominal superiors."²⁶

151. Accordingly, Plaintiff is entitled to recover damages in an amount to be determined at trial for Defendants' unlawful retaliation against him.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands the court grant relief against Defendants as follows:

A. For Plaintiff's cause of action for Breach of Contract, Plaintiff be awarded compensatory and special damages against Defendants in an amount to be proven at trial;

B. For Plaintiff's cause of actions for Unlawful Retaliatory Firing, Plaintiff be awarded compensatory and punitive damages against Defendants in an amount to be proven at trial;

C. For Plaintiff's cause of action for Constructive Termination, Plaintiff be awarded compensatory and punitive damages against Defendants in an amount to be proven at trial;

²⁶ *Pickering*, 391 U.S. at, 574, 88 S. Ct. at 1737-38

D. For Plaintiff's cause of action for Civil Action for Deprivation of Rights, Plaintiff be awarded compensatory and punitive damages against Defendants in an amount to be proven at trial;

E. A civil fine should be ordered in the amount of \$500 each against Mr. Fawcett and Mr. Vercimack pursuant to Utah Code Ann. §67-21-6(1).

F. Plaintiff should be awarded damages for pain and suffering, and emotional distress.

G. Damages should be awarded in the amount of Mr. Campbell's back-wages as expected pay before his retirement, calculated for 14 years at his annual rate of pay, in an amount to be proven at trial.

H. Uncompensated overtime pay to Mr. Campbell in an amount to be proven at trial.

I. Uncompensated sick leave pay in an amount to be proven at trial.

J. Costs of litigation pursuant to Utah Code Ann. §67-21-5(2), including reasonable attorney fees and witness fees.

Award such other relief as the court deems appropriate.

DATED this ____ day of _____, 2019.

HEIDEMAN & ASSOCIATES

/s/ Thomas R. McCosh
THOMAS R. MCCOSH
Attorney at Law

VERIFICATION

STATE OF UTAH)

UTAH COUNTY: *Washington*^{SS?}

On this 21 day of August, 2019, personally appeared before me, CLAY CAMPBELL, Plaintiff in the above-captioned Verified Complaint. CLAY CAMPBELL, being first duly sworn upon oath, deposes and states that he has read the foregoing Verified Complaint, knows and understands the contents thereof, and that the same is true to the best of his own knowledge, to which he verifies and affirms under penalty of criminal perjury.

Clay Campbell

CLAY CAMPBELL

Subscribed and Sworn before me on this 21 day of Aug. 2019.

Wendy Barney

NOTARY PUBLIC

