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U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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UNITED STATES DISTRICT COURT

EDL

FOR THE NORTHERN DISTRICT OF CALIFORNIA

Case No. **12 1204**

TROY W. CRAYTHORN, on behalf of
himself and those similarly situated,

COLLECTIVE AND CLASS ACTION

Plaintiff,

**COLLECTIVE ACTION FOR VIOLATIONS
OF FAIR LABOR STANDARDS ACT**
**1. Failure to Pay all Overtime Wages Based on
All Requisite Work Hours in Violation of the
Fair Labor Standards Act ("FLSA") 29 U.S.C.
§§201-219**

v.

WESTOWER COMMUNICATIONS,
INC., a Delaware Corporation and DOES
1 through 100, Inclusive,

**CLASS ACTION COMPLAINT FOR
DAMAGES, RESTITUTION AND
INJUNCTIVE RELIEF**

Defendant.

**2. Failure to Pay all Hourly Wages (Labor Code
§§ 200, 204, and 221, Wage Order 4-2001)**

**3. Failure to Pay all Overtime Wages Based on
All Requisite Work Hours (Labor Code §510
and 1194, Wage Order 4-2001)**

**4. Failure to Timely Pay Wages to Terminated
Employees (Labor Code §§201- 203)**

**5. Failure to Provide Accurate Itemized Wage
Statements (Labor Code §§226, 1174)**

**6. Violation of Unfair Competition Law
(Business & Professions Code §17200, et seq.)**

DEMAND FOR JURY TRIAL

1 Plaintiff TROY W. CRAYTHORN alleges, on behalf of himself and a putative class of
2 those similarly situated, as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this case as a Rule 23 class action against WESTOWER
5 COMMUNICATIONS, INC., a Delaware corporation (“Defendant” or “WESTOWER”) and
6 DOES 1-100 for failing to pay all compensable travel time wages and the requisite amount of all
7 overtime “premium pay” due under California law as to the California Class. Plaintiff also brings
8 this action as a collective action for failure to pay all compensable travel time wages and proper
9 overtime as required by the Fair Labor Standards Act (“FLSA”) 29 U.S.C. §§201-219 to a
10 nationwide FLSA Collective Action Class. During the proposed California “CLASS PERIOD”
11 which is defined as a period of four years prior to the date of the commencement of this action
12 and running until the date of commencement of trial, and during the proposed FLSA Collective
13 Action period, WESTOWER failed to pay its hourly non-exempt employees for all eligible travel
14 time and work time engaged for their work in the manner required by law, applicable Wage
15 Orders of the Industrial Welfare Commission (IWC) and applicable regulations promulgated by
16 the Department of Labor Standards Enforcement (DLSE), by requiring these employees to delete
17 a minimum of one hour of travel time per day and/or location from the amount reported on time
18 cards. Based on investigation, information and belief, WESTOWER also instituted a corporate
19 policy that improperly required employees to report “travel time” – to the extent permitted – as
20 straight-time hours, even though the hours were in excess of 8 hours per day and/or 40 hours per
21 week. Further, as a result of requiring systematic “off-the-clock” (OTC) work though under-
22 reporting of eligible travel time and failing to count travel time hours toward overtime hours,
23 WESTOWER failed to pay all eligible hours worked at the requisite overtime “premium” rates in
24 violation Labor Code §§510 and 1194 in relation to the proposed California Class and in
25 violation of the FLSA for the proposed FLSA Collective Action Class.

26 2. In addition, and derived from the above centralized practices, policies and
27 procedures, WESTOWER failed to pay all wages due to terminated or separated former
28 employees in a timely manner as proscribed by California Labor Code §203, failed to accurately

1 and properly itemize wage statements for its employees as required by California Labor Code
2 §226(a), and engaged in acts and practices of unfair competition in the payment of wages, for
3 which recovery by way of restitution is required by California's Unfair Competition Law (UCL),
4 Business & Professions Code §17200, et seq.

5 3. Plaintiff CRAYTHORN was a California resident and an hourly non-exempt
6 employee of WESTOWER during the proposed California CLASS PERIOD. He was employed
7 to engage in the service of constructing and maintaining cellular towers for wireless carriers in
8 the State of California. He separated from employment in August 2011. As part of
9 CRAYTHORN's job duties, he was required to travel from his home to a loading yard, owned
10 and/or controlled by WESTOWER to then load appropriate materials, tools and equipment
11 (conduit, fiber-optic cable, flex and wire) for the work day and then was mandated by
12 WESTOWER to meet his assigned crew to travel in a company-provided work-truck to an
13 assigned location. Upon arrival at the pre-determined work-site location, CRAYTHORN then
14 unloaded materials, tools and equipment.

15 4. During CRAYTHORN's employment with WESTOWER, the company had in
16 effect a standard policy that applied to all hourly "field" employees that (1) prevented the
17 employees from using their own vehicles to travel from their home to the pre-designated work-
18 site; (2) mandated that he and all similar employees park their vehicles at the equipment load-
19 site, load materials, tools and necessary equipment and then drive a company-provided work
20 truck to the day's assigned work-site; and (3) did not permit employees to record all eligible
21 travel time between the load-site to the work-site or visa-versa, when returning in the evening to
22 the load-site, as part of their actual hours worked but instead required the deletion of one or
23 more hours of such travel time from the total compensable travel time.

24 5. Furthermore, although CRAYTHORN and similarly situated employees were
25 deemed and paid as hourly non-exempt employees (eligible for overtime pay for overtime hours
26 worked), WESTOWER instituted a centralized pay policy that required all of the employees to
27 report their "eligible" travel time as straight-time, even if the total hours worked on a particular
28 work day was over eight hours. For example, based on WESTOWER's policy, for the weekly

1 pay period of June 26, 2011 to July 1, 2011, CRAYTHORN worked a reported total of 50.5
2 hours. This reporting, per company policy, already excluded approximately 1-2 hours per day of
3 travel time between the load-site and the work-site location. However, WESTOWER's pay
4 policy required CRAYTHORN and other similar field employees to report their "eligible" travel
5 time as straight-time, even though each day out of a five-day work week, CLAYTHORN worked
6 in excess of eight hours every day, and was eligible for overtime. In other words, WESTOWER
7 had in place an illegal policy to not only require under-reporting of actual compensable travel
8 time, but also compounded that illegal practice by paying travel-time at a straight-time rate, even
9 if the total hours for the work day exceeded eight hours.

10 6. Plaintiff CRAYTHORN also submits exemplars of Defendants' pay practices,
11 wherein he was required to under-report actual travel time and was paid straight-time instead of
12 overtime for all reported travel time, which practices, policies and procedures were
13 acknowledged and signed by managing corporate agents of WESTOWER, and resulted in ADP
14 payment processing that on its face violates both California law and the Fair Labor Standards
15 Act. Those exemplar pay records are attached as Exhibits A-1 through A-10, which are redacted
16 for personal information, but are expressly incorporated herein by this reference, and are
17 otherwise correct copies of time records and pay records showing the illegal practices alleged
18 herein.

19 7. In fact, had WESTOWER engaged in a lawful policy by requiring employees to
20 report all lawfully eligible (rather than WESTOWER "eligible") travel time for each workday,
21 the total hours worked by CLAYTHORN would have exceeded 60 hours for the week. And,
22 since WESTOWER illegally treated travel time as only being eligible for straight-time pay,
23 WESTOWER was engaged in an unlawful policy and practice of refusing to pay overtime wages
24 at the requisite overtime rates as required by Labor Code §510, 1194 and IWC Wage Order 4-
25 2001, and the FLSA. In the single workweek referenced above, CLAYTHORN was not paid all
26 wages owed and was in fact short-changed out of at least an estimated \$690.00 in wages and
27 likely more due to the company' policy to "shave" otherwise compensable travel time to work
28 locations.

1 8. Based on observation, investigation, information, company admissions,
 2 statements, policies, memorandum, and managerial directives, Plaintiff is informed and believes
 3 that WESTOWER has used these policies to under-pay employees in the State of California and
 4 Nationwide. As a result of WESTOWER's illegal pay policies and practices, travel-time was
 5 shorted, overtime went unpaid, and employees like CRAYTHORN suffered harm by weekly
 6 under-compensation of wages, receiving grossly inaccurate pay statements, and, for former
 7 California employees like CRAYTHORN, failing to have all wages owed at separation paid in a
 8 timely manner under Labor Code §203. Based on investigation, observations, information and
 9 belief, Plaintiff CRAYTHORN alleges that WESTOWER officers, directors and managing
 10 agents knew of and ratified the conduct alleged herein so as to engage in a pattern and practice to
 11 skim wages from its employees in violation of law.

JURISDICTION AND VENUE

13 9. Jurisdiction and Venue as to each Defendant is proper in this judicial district,
 14 County and/or Federal District Court, pursuant to 28 U.S.C. §§1331 and/or 1332 and Section
 15 216(b) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §216(b). Plaintiff is informed and
 16 believes that Defendant WESTOWER is a Delaware corporation with its Principal Place of
 17 Business in the State of Mississippi, but that the company transacts business in Alameda County,
 18 California, and throughout the State of California. Defendants, including DOES 1-100, employ
 19 field work employees to maintain and construct wireless cell towers throughout the State of
 20 California and in the County of Alameda. Defendants, and each of them, also conduct similar
 21 business across the United States of America, and through their systematic policies and
 22 procedures fail to comply with the overtime pay provisions of the FLSA. As a result, jurisdiction
 23 and venue are appropriate either in the Superior Court of Alameda County in the State of
 24 California, or alternatively, in the Federal District Court in the Northern District of California
 25 pursuant to 28 U.S. C. §1331 (federal question for the proposed FLSA Collective Action Class,
 26 or pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1332(d) because this is a class
 27 action in which: (1) there are 100 or more members in the Named Plaintiff's proposed class; (2)
 28 at least some members of the proposed class have a different citizenship from Defendant; and (3)

1 the claims of the proposed class members exceed \$5,000,000 in the aggregate. In additional, this
2 Court has supplemental jurisdiction under 28 U.S.C. §1367 over Plaintiff's state wage and hour
3 law claims because those claims derive from a common nucleus of operative fact.

4 10. The Northern District of California has personal jurisdiction over WESTOWER
5 because it operates within this district; it has qualified with the California Secretary of State to do
6 business and is doing business in California, and in this district, and because many of the acts
7 complained of occurred in this State and this District and gave rise to the claims alleged.

8 11. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) because Defendant
9 operates within this district and a substantial part of events giving rise to this claim occurred
10 therein.

11 12. The unlawful acts alleged herein arise under the FLSA and the laws of the State
12 of California and have a direct effect on Plaintiff and those similarly situated within the State of
13 California and throughout the United States, including, without limitation Georgia, Maryland,
14 Illinois, Mississippi, Florida, North Carolina, Missouri, New York, Alaska, Texas, Arizona and
15 Oregon.

16 13. California Business and Professions Code, section 17204 provides that any person
17 acting on his or her own behalf may bring an action in a court of competent jurisdiction. Thus,
18 either of the above-reference courts maintains appropriate jurisdiction to hear this matter.

19 **SUMMARY OF CLAIMS**

20 14. Plaintiff CRAYTHORN is a formerly-employed, hourly, non-exempt field
21 employee of Defendant WESTOWER and DOES 1-100, who was subject to and suffered
22 appreciable financial and economic harm from each of the unlawful, unfair and illegal acts,
23 policies, practices and events alleged herein. Named Plaintiff was also not appropriately
24 compensated for all compensable travel time and overtime wages due under the provisions of the
25 FLSA as described below.

26 15. The following paragraphs define the California Class, FLSA Collective Action
27 Class, and class periods in this case.

28 16. Named Plaintiff Troy Craythorn ("Plaintiff") brings this action on behalf of all

1 persons (hereinafter “the California Class”) employed by WESTOWER in California as an
2 hourly field employee at any time during the four years prior to the filing of the Complaint in this
3 action (the “California Class Period”). This group is hereinafter referred to as the California
4 Class.

5 17. Named Plaintiff brings this action on behalf of himself and all persons who were
6 employed by WESTOWER nationwide as hourly field employees at any time during the three
7 years prior to the filing of the Complaint in this action (the “FLSA Collective Action Class
8 Period”). This group is hereinafter referred to as the FLSA Collective Action Class.

9 18. At all relevant times, Plaintiff, the California Class and FLSA Collective Action
10 Class were subject to WESTOWER’s policy and practice of requiring employees to deduct 1-2
11 hours of actual travel time each day from their required load-site reporting area to the pre-
12 determined (and *vice-versa*) work-site for the daily schedule. This policy and practice is in direct
13 violation applicable law, regulations and Wage Orders of the IWC in California, and the FLSA.
14 Plaintiff is informed and believes that the California Division of Labor Standards Enforcement
15 (DLSE) actually prohibits such deduction of travel time where employees commute from home
16 to a fixed intermediate location and are not permitted to drive directly to the work-site with their
17 own vehicles. WESTOWER was required to accurately track and monitor all time and count as
18 hours worked all time from the employee’s arrival inside the intermediate load site area and the
19 work day was not to be over until the employees exited the load site area after the end of the day,
20 irrespective of the amount of travel time required from that location. As a result of Defendants’
21 policies and practices, employees like CRAYTHORN were essentially working “off-the-clock”
22 for significantly more than *de minimus* amounts of time each and every workday that they
23 reported to and returned WESTOWER’s intermediate load site.

24 19. The primary job duty of Plaintiff, California Class and FLSA Collective Action
25 Class Members was to construct and maintain cellular towers for wireless carriers.

26 20. WESTOWER not only failed to record and pay for all hours it caused or suffered
27 its employees to work, but compounded the problem by implementing an illegal policy of paying
28 travel time as straight time, even though employees, like CRAYTHORN, regularly worked in

1 excess of 8 hours per day and/or 40 hours per week. Plaintiff, the California Class and FLSA
2 Collective Action Class worked overtime hours, as defined by applicable laws, and are and have
3 been entitled to premium compensation at either one and one-half times or twice the regular
4 hourly rate for those hours (“overtime compensation”).

5 21. Defendant’s pay practices violate California state laws and the FLSA as pled
6 herein. Plaintiff seeks payment for back-wages owed or all hours and overtime employees were
7 required, suffered, or permitted by WESTOWER to work, including overtime pay for all travel
8 time. Plaintiff seeks all applicable penalties for inaccurate weekly pay statements, and
9 restitution for all wages unpaid and owing to himself, the California Class and FLSA Collective
10 Action Class members herein.

11 THE PARTIES

12 22. Plaintiff CRAYTHORN is a resident of Roseville, California, and he was
13 employed by WESTOWER during relevant times in the proposed CLASS PERIOD, until he
14 separated from employment in August, 2011.

15 23. Defendant WESTOWER is a Delaware corporation employing off-site hourly
16 field employees to construct, build and maintain wireless network towers throughout the State of
17 California. Plaintiff is informed and believes that Defendant is a wholly owned subsidiary of
18 another unknown entity, but has its corporate headquarters located in Mississippi. Plaintiff is
19 informed and believes, and based thereon alleges, that WESTOWER and its parent corporation
20 carried out a joint scheme, business plan, or policy, and that acts of each are attributable to the
21 other. The parent corporation exceeds the control normally exercised by a parent corporation.
22 Accordingly, Plaintiff alleges that at all relevant times WESTOWER and its parent corporation
23 are or were the joint employers of Plaintiff and the collective class of employees he seeks to
24 represent. 29 C.F.R. 791.2(b).

25 24. Based on information and belief, Plaintiff alleges that the practices described
26 herein were used by WESTOWER throughout the State of California and continue into the
27 present. At the appropriate time, Plaintiff may seek temporary and/or permanent injunctive relief
28 to cause the company to cease and desist its unlawful pay practices. Defendant WESTOWER

1 directly or indirectly employs or controls the employment of hourly field employees and
2 therefore conducts business throughout the United States and in the State of California.

3 25. The true names and capacities, whether individual, corporate, associate, or
4 otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown
5 to Plaintiff, who therefore sues Defendants by such fictitious names under California Code of
6 Civil Procedure section 474. Plaintiff is informed and believes, and based thereon alleges, that
7 each of the Defendants designated herein as a DOE is legally responsible in some manner for the
8 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to
9 reflect the true names and capacities of the Defendants designated hereinafter as DOES when
10 such identities become known.

11 26. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
13 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
14 Defendant are legally attributable to the other Defendants.

15 **GENERAL ALLEGATIONS**

16 27. During all or a portion of the Class Period, Plaintiff and the California Class are
17 or were employed by Defendants and each of them, in the State of California, and the FLSA
18 Collective Action Class were employed by Defendants and each of them, nationwide.

19 28. California Labor Code section 204 provides that wages earned are due and
20 payable at least twice a month, and that each employee in the State of California shall be paid for
21 all actual hours caused or suffered to work. Under law, such hours include all non-commute
22 hours, even if extensive travel is required and an intermediate load site is used to coordinate such
23 travel.

24 29. California Labor Code section 1194 provides that notwithstanding any agreement
25 to work for a lesser wage, an employee receiving less than the legal overtime compensation is
26 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
27 interest thereon, reasonable attorneys' fees, and costs of suit.

28 30. The Fair Labor Standards Act provides for a private collective action for those

1 employees who have suffered violations as to uncompensated travel time and as to the required
2 overtime pay compensation for hours worked in excess of 40 hours per week, based on the
3 Defendant's agreed rate of pay.

4 31. Plaintiff and each California Class member were non-exempt employees covered
5 under one or more Industrial Welfare Commission (IWC) Wage Order, including 4-2001 ("Wage
6 Orders"), and Labor Code sections 510 and 1194, and/or other applicable wage orders,
7 regulations and statutes, and each California Class member was not subject to an exemption for
8 executive, administrative, professional employees, or any other exemption, which imposed an
9 obligation on the part of the Defendants to pay Plaintiff and the California Class members lawful
10 overtime compensation. Plaintiff and each FLSA Collective Action Class member were non-
11 exempt employees covered by the FLSA and not subject to an exemption for executive,
12 administrative, professional employees, or any other exemption, which imposed an obligation on
13 the part of the Defendants to pay Plaintiff and the FLSA Collective Action Class members lawful
14 overtime compensation.

15 32. During the Class Period, Defendants were obligated to pay Plaintiff and the
16 proposed California Plaintiff Class for all straight-time hours worked, overtime compensation for
17 shifts over eight (8) hours of work in one day, and working more than forty (40) hours in one
18 week, and to pay all FLSA Collective Action class members for all straight-time hours worked
19 and overtime compensation for working more than forty (40) hours in one week.

20 33. Plaintiff and each member of the proposed Plaintiff California Class worked in
21 excess of the maximum regular rate hours set by the IWC in the above Wage Orders, regulations
22 or statutes, and therefore entitled Plaintiff and Plaintiff Class members to appropriate overtime
23 compensation at time and a half (1 ½) rate of their regular pay, and when applicable, double time
24 rates as set forth by the above Wage Orders, regulations and/or statutes. Plaintiff and each
25 member of the proposed FLSA Collective Action Class worked in excess of the maximum
26 regular rate hours set by the FLSA, and therefore entitled Plaintiff and the FLSA Collective
27 Action Class members to appropriate overtime compensation at time and a half (1 ½) rate of
28 their regular pay, and when applicable, double time rates as set forth by the FLSA.

1 34. During the California Class Period and FLSA Collective Action Class period, the
2 Defendants, and each of them, required Plaintiff, California Class members and FLSA Collection
3 Action Class members to work regular and overtime hours but did not pay lawful straight-time
4 wages or overtime compensation, in violation of the various above applicable Wage Orders,
5 FLSA, regulations and statutes. Plaintiff and proposed members of the California Class and
6 FLSA Collective Action Class were regularly deducted actual work time on a daily basis for
7 travel from intermediate locations to work-site locations in the State of California and
8 nationwide.

9 35. During the proposed California Class Period, the Defendants, and each of them,
10 by virtue of their centralized and uniform pay policies failed to provide accurate, itemized wage
11 statements to Plaintiff and members of the California Class as required by Labor Code §226.

12 36. During the class period, the Defendants, and each of them, failed to pay all wages
13 owed to terminated members of the California Class as is required by Labor Code § 203.

14 37. Business and Professions Code, section 17203 provides that any person who
15 engages in unfair competition may be enjoined in any court of competent jurisdiction. Business
16 and Professions Code, section 17204 provides that any person who has suffered actual injury and
17 has lost money or property as a result of the unfair competition may bring an action in a court of
18 competent jurisdiction.

19 **COLLECTIVE AND CLASS ACTION ALLEGATIONS**

20 38. Plaintiff brings the First Count (the FLSA claim) as an “opt-in” collective action
21 pursuant to 29 U.S.C. §216(b) on behalf of himself and a proposed collective action of similarly
22 situated employees defined as:

23 All individuals who are currently employed, or formerly have been employed, by
24 WESTOWER as hourly field employees, or equivalent positions, in the United
25 States within the last three years (the “FLSA Collective Action Class”).

26 39. Plaintiff, individually, and on behalf of other similarly situated employees defined
27 above, seeks relief on a collective basis challenging WESTOWER’s policy and practice of
28 failing to properly pay hourly field employees for all overtime compensation. The number and
identity of other similarly situated persons yet to opt-in and consent to be party-plaintiffs may be

1 determined from the records of WESTOWER, and potential opt-ins may be easily and quickly
2 notified of the pendency of this action.

3 40. Further, Plaintiff brings this action on behalf of himself and all other similarly
4 situated persons in a subclass of the FLSA Collection Action Class, which is composed of and
5 defined as follows:

6 **FLSA Overtime Subclass:** All members of the proposed FLSA Collective Action
7 Class who were subject to the Defendant's policy and/or practice of being paid
8 "straight time" for travel time where the total travel and non-travel work time
9 exceeded 40 hours per week based on company time records

10 41. Plaintiff brings the Second through Sixth Counts (the California state law claims)
11 as an "opt-out" class action pursuant to Federal Rule of Civil Procedure 23 and/or Rule
12 California Code of Civil Procedure, section 382. The California Class is initially defined as

13 **California Class:**

14 All current and former hourly field employees of Defendants in the State of
15 California at any time beginning four years prior to the filing of this Complaint to
16 the commencement of trial in this action who (1) were subject to Defendant's
17 policy and/or practice of reporting less than the actual amount of travel time from
18 the yard to the worksite and back; and/or (2) were subject to the Defendant's
19 policy and/or practice of being paid straight time for travel time even where the
20 combined with non-travel work time exceeded eight hours per day.

21 42. Further, Plaintiff brings this action on behalf of himself and all other similarly
22 situated persons in subclasses of the California Class, which are composed of and defined as
23 follows:

24 1. **Travel Time Claim Subclass:** All members of either the proposed
25 California Class or the proposed FLSA Collective Action Class who were subject
26 to Defendant's policy and/or practice of reporting less than the actual amount of
27 travel time from the yard to the worksite and back on each workday and who, as a
28 result, were not paid for all actual compensable hours worked;

2. **California Overtime Subclass:** All members of the proposed California Class
who were subject to the Defendant's policy and/or practice of being paid "straight time"
for travel time where the total travel and non-travel work time exceeded 8 hours per day
based on company time records;

3. **California Waiting Time Subclass:** All members of the proposed California
Class who, within three years of the filing of the Complaint, were not paid all wages due
at the time of their respective separation/termination from the company;

1 4. **California Wage Statement Subclass:** All members of the proposed California
2 Class who, within one year of the filing of the Complaint, were subject to a company
3 practice of failing to accurately itemize wage statements;

4 5. **California UCL Subclass:** All members of either the proposed California Class
5 or the proposed FLSA Collective Action Class, who, as a result of being subject to
6 Defendants' pay practices relating to travel time and overtime pay calculations, are
7 entitled to monetary restitution for unpaid wages under the California Unfair Competition
8 Law.

9 43. Plaintiff reserves the right under the other applicable Federal Rules of Civil
10 Procedure to amend or modify the class definition(s) with respect to issues or in any other ways.
11 Plaintiff alleges that he has suffered injury-in-fact from the alleged pay practices herein instituted
12 and directed by the Defendants, and that the Named Representative is a member of each of the
13 proposed California and FLSA Collective Action Class and subclasses as stated herein. Plaintiff
14 has been advised of his duties as a Class Representative, agrees to them, and seeks recovery not
15 just for himself, but seeks a class-wide recovery based on the allegations set forth in this
16 Complaint.

17 44. This action has been brought and may be maintained as a class action pursuant to
18 Federal Rule of Civil Procedure 23 because there is a well-defined community of interest in the
19 litigation and the proposed Class is easily ascertainable through the records Defendants are
20 required to keep.

21 45. **Ascertainability:** The members of the proposed Plaintiff Class are directly
22 ascertainable by WESTOWER's corporate payroll and time-keeping records that are documents
23 that, as an employer, WESTOWER is required by law to maintain for the applicable time periods
24 in this case.

25 46. **Numerosity.** The members of the Class are so numerous that individual joinder
26 of all of them as Plaintiffs is impracticable. While the exact number of the Class members is
27 unknown to Plaintiff at this time, Plaintiff is informed and believes, and thereon alleges, that
28 there are less than 100 Class members, who, at all relevant times, were employed in the State of
California.

 47. **Commonality.** Common questions of law and fact exist as to all Class members

1 and predominate over any questions that affect only individual members of the Class. These
2 common questions include, but are not limited to:

3 48. Whether Defendants violate Labor Code section 204 by failing to pay all wages
4 earned for mandatory, on-duty travel time;

5 49. Whether Defendants violate Labor Code sections 510 and/or 1194 by improperly
6 failing to pay all overtime time wages for mandatory on-duty travel time;

7 50. Whether Defendants violate Labor Code sections 510 or 1194 by improperly
8 failing to pay the applicable overtime rate of pay when an employee worked shifts exceeding
9 eight (8) hours or hours in excess of forty (40), including all travel time;

10 51. Whether Defendants violate the travel time pay and overtime pay calculations as
11 required by the FLSA and applicable regulations, opinions and directives promulgated by the
12 Department of Labor in relation to the proposed FLSA Collective Action Class;

13 52. Whether Defendants violate Labor Code sections 510 or 1194 by engaging in a
14 pay practice of paying only straight time for travel time on duty;

15 53. Whether Defendants violate Labor Code section 226 by knowingly and
16 intentionally failing to provide accurate itemized wage statements showing all hours worked at
17 the appropriate and requisite rates of pay;

18 54. Whether Defendants violate Labor Code sections 201 and/or 202 by not paying
19 Class Members who are no longer employed by Defendants all earned wages, including straight
20 time wages, overtime wages, and wages due under Labor Code section 510 and 1194, upon their
21 termination of employment. If so, whether such violations were "willful" within the meaning of
22 Labor Code section 203;

23 55. Whether Defendants violate the Unfair Competition Law, Business & Professions
24 Code, section 17200, et seq., by engaging in the conduct alleged in this complaint;

25 56. The effects and the extent of any injuries sustained by the Plaintiff Class and
26 Plaintiff Subclass members and appropriate type and/or measure of damages;

27 57. The amount of restitution owed by Defendants attributable to their violation of the
28 Unfair Competition Law by failure to pay overtime compensation to the class members, and

1 other wage violations;

2 58. Appropriateness and nature of relief to each Plaintiff Class and Subclass member?

3 59. The extent of liability of each Defendant, including DOE defendants, to each
4 Plaintiff Class and Subclass member; and

5 60. Whether injunctive relief is appropriate to ensure Defendants' compliance with
6 the requirements of the Labor Code with respect to members of the Class who are still currently
7 employed by Defendants.

8 61. **Typicality.** Plaintiff's claims are typical of the claims of the other members of
9 the Class. Plaintiff and other members of the Class were subject to the same policy and practice
10 of improperly failing to pay all straight time and overtime hours for mandatory on-duty travel
11 time. Defendants failed to pay Plaintiff and members of the Plaintiff Class overtime
12 compensation for hours worked over eight (8) hours per day by only paying travel time at a
13 straight time rate of pay, even for shifts that clearly exceed 8 hours. The knowing, intentional
14 and natural result of Defendant's pay practices and conduct alleged herein also resulted in the
15 company's failure to provide accurate, itemized wage statements to Plaintiff and members of the
16 Plaintiff Class. Finally, Defendants failed to pay all wages owed to Plaintiff and Plaintiff Class
17 members upon termination of employment.

18 62. **Adequacy.** Plaintiff will adequately and fairly protect the interests of the
19 members of the Class. Plaintiff has no interest adverse to the interests of absent Class members.
20 Plaintiff is represented by attorneys who have substantial class action experience in wage and
21 hour and class action law.

22 63. **Superiority.** A class action is superior to other available means for fair and
23 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
24 Court. Class action treatment will allow a large number of similarly situated persons to
25 prosecute their common claims in a single forum, simultaneously, efficiently, and without the
26 unnecessary duplication of effort and expense that numerous individual actions would require.
27 The damages suffered by each Class member are relatively small in the sense pertinent to class
28 action analysis, and the expense and burden of individual litigation would make it extremely

1 difficult or impossible for the individual Class members to seek and obtain individual relief. A
2 class action will serve an important public interest by permitting such individuals to effectively
3 pursue recovery of the sums owed to them. Further, class litigation prevents the potential for
4 inconsistent or contradictory judgments raised by individual litigation.

5 **64. Manageability of Class and Common Proof:** The nature of this action and the
6 nature of laws available to Plaintiff make use of the class action format a particularly efficient
7 and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein.
8 Specifically, the primary class turns upon Defendant's own uniform, systematic practice of
9 classifying all affected job positions as "salaried exempt" without any individual scrutiny of
10 tasks and duties is in compliance with Labor Code sections 221, 510, 1194 and/or applicable
11 IWC Wage Orders, including the legal presumptions against employees being deemed "exempt"
12 from overtime payment requirements. Therefore, the propriety of WESTOWER's pay practices
13 as described herein is a predominant question of fact and law that is easily cable of being
14 determined in a single adjudication, while non-predominating questions as to individual damages
15 and restitution may be discovered through manageable devices of common proof such as
16 statistical random sampling, survey evidence based on scientific principles, representative
17 testimony, documentary evidence and common practices/procedures of the Defendant in treating
18 each of the class members as a homogeneous group in the payment of their wages. In this
19 circumstance, each employee and the exact amount of hours deducted, forfeited or
20 uncompensated are readily accessible due to Defendant's use of a single, common and
21 centralized payroll processing system used to communicate to employees to account for unpaid
22 travel and overtime pay. If the policy is illegal, unfair, improper or in violation of State
23 standards, then each of the derivative Subclass claims and damages, if any, suffered by each
24 member is capable of being shown by several means of common proof and limited by individual
25 showings of entitlement to recovery that can be professionally administered and tailored to the
26 facts and circumstances of the case.

1 **FIRSTCAUSE OF ACTION**
2 **(Fair Labor Standards Act)**
3 **(Brought by Plaintiff on Behalf of Himself, FLSA Collective Action Class and**
4 **FLSA Overtime Claim Subclass)**

5 65. Plaintiff re-alleges and incorporates by this reference each of the foregoing
6 paragraphs as if fully set forth herein.

7 66. At all times material herein, Plaintiff has been entitled to the rights, protections
8 and benefits provided under the FLSA, 29 U.S.C. §§201, *et seq.*

9 67. The FLSA requires, among other things, that employers whose employees are
10 engaged in interstate commerce, engaged in the production of goods for commerce, or employed
11 in an enterprise engaged in commerce or in the production of goods for commerce pay
12 employees the minimum wage for all time worked and overtime pay at their regular rate of pay.
13 29 U.S.C. §§ 206(a)(1) and 207(a)(1). WESTOWER is subject to the requirements of the FLSA
14 because it is an enterprise engaged in interstate commerce and its employees are engaged in
15 commerce.

16 68. WESTOWER violated the FLSA by failing to pay hourly field employees for all
17 time worked, including all travel time and overtime pay. WESTOWER has also violated the
18 FLSA by failing to keep required, accurate records of all hours worked by its hourly field
19 employees. 29 U.S.C. § 211(c).

20 69. Plaintiff and all similarly situated employees are victims of a uniform and
21 company-wide compensation policy. This uniform policy, in violation of the FLSA, has been
22 applied to all hourly field employees employed by WESTOWER throughout California and the
23 United States.

24 70. Plaintiff and all similarly situated employees are entitled to damages equal to the
25 mandated overtime premium pay within the three years preceding the filing of this Complaint,
26 plus periods of equitable tolling, because WESTOWER acted willfully and knew or showed
27 reckless disregard of whether its conduct was prohibited by the FLSA.

28 71. WESTOWER has acted neither in good faith nor with reasonable grounds to
believe that its actions and omissions were not a violation of the FLSA, and as a result thereof,

1 Plaintiff and other similarly situated employees are entitled to recover an award of liquidated
2 damages in an amount equal to the amount of unpaid overtime pay, and/or prejudgment interest
3 at the applicable rate. 29 U.S.C. §216(b).

4 72. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA
5 within the meaning of 29 U.S.C. §255(a).

6 73. As a result of the aforesaid violations of the FLSA's overtime pay provisions,
7 overtime compensation has been unlawfully withheld by WESTOWER from Plaintiff and all
8 similarly situated employees. Accordingly, WESTOWER is liable for unpaid wages, together
9 with an amount equal as liquidated damages, attorneys' fees and costs of this action.

10 74. Plaintiff's consent to join this action seeking unpaid wages is attached herewith as
11 Exhibit B.

12 **SECOND CAUSE OF ACTION**
13 **(Labor Code §§200, 204 and 221)**
14 **(Brought by Plaintiff on Behalf of Himself and Travel Time Claim Subclass)**

15 75. Plaintiff re-alleges and incorporates by this reference each of the foregoing
16 paragraphs as if fully set forth herein.

17 76. By failure to pay straight time wages, as alleged above, Defendant willfully
18 violated the provisions of Labor Code section 204. By deducting hours from compensable travel
19 time, Defendant willfully violated the provisions of Labor Code section 221.

20 77. California law requires an employer, such as Defendant, to pay compensation to
21 all non-exempt employees for all hours actually caused or suffered to work, including all travel
22 time, excluding the employees' reasonable initial and final commute time.

23 78. Named Plaintiff and Travel Time Claim Subclass members were non-exempt
24 employees entitled to be paid compensation for all hours worked.

25 79. Throughout the Class Period, Named Plaintiff and Travel Time Claim Subclass
26 members worked hours without compensation at the appropriate hourly rate.

27 80. As a direct and proximate result of Defendant's unlawful conduct, as set forth
28 herein, Named Plaintiff and the Travel Time Claim Subclass members have sustained damages,
including loss of compensation for straight time worked on behalf of Defendant in an amount to

1 be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statute and
2 other applicable law.

3 **THIRD CAUSE OF ACTION**
4 **(Labor Code §§510, 1194, IWC Wage Order 4-2001(3)(A)(1)(a), Cal. Code Regs., Title 8 §**
5 **11070(3))**
6 **(Brought by Plaintiff on Behalf of Himself and California Overtime Subclass)**

7 81. Plaintiff re-alleges and incorporates by this reference each of the foregoing
8 paragraphs as if fully set forth herein.

9 82. By treating travel time as payable only at a straight-time rate, even for shifts that
10 clearly exceed eight hours in length, Defendants, and each of them, illegally failed to pay
11 overtime wages, as alleged above, and in so doing, Defendant willfully violated the provisions of
12 Labor Code sections 510 and 1194, IWC Wage Order 4-2001 and California Code of regulations,
13 Title 8, section 11070(3).

14 83. California law requires an employer, such as Defendant, to pay overtime
15 compensation to all non-exempt employees for all hours worked over forty per week, or over
16 eight per day – there is no exception to pay travel-time as straight time unless all work and travel
17 is completed in less than an eight-hour day.

18 84. The Named Plaintiff and California Overtime Subclass members were non-
19 exempt employees entitled to be paid compensation for all hours and overtime worked. Plaintiff
20 and the California Overtime Subclass members, each of them, regularly and consistently worked
21 in excess of 8 hours per day and/or over 40 hours per work week. Simple reference to
22 Defendant's time records and pay stub records demonstrate unpaid overtime worked.

23 85. Throughout the Class Period, Named Plaintiff and Travel Time Claim Subclass
24 members worked in excess of eight hours in a workday and/or forty hours in a workweek and
25 may have worked in excess of twelve hours in a workday, all without compensation at the
26 appropriate overtime rate. As a direct and proximate result of Defendant's unlawful conduct, as
27 set forth herein, Named Plaintiff and the California Overtime Subclass members have sustained
28 damages, including loss of compensation for overtime worked on behalf of Defendant in an
amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to

1 statute and other applicable law.

2 **FOURTH CAUSE OF ACTION**
3 **(Waiting Time Provisions, Cal. Labor Code §203)**
4 **(Brought by Plaintiff on Behalf of Himself and the Waiting Time Claim Subclass)**

5 86. Plaintiff re-alleges and incorporates by this reference each of the foregoing
6 paragraphs as if fully set forth herein.

7 87. California Labor Code section 203 provides that if an employer willfully fails to
8 timely pay wages, the employer must continue to pay the subject employee's wages until the
9 back wages are paid in full or an action is commenced, up to a maximum of thirty days of wages.

10 88. All Waiting Time Claim Subclass members who ceased employment with
11 Defendant are entitled to unpaid compensation, but to date have not received such compensation.

12 89. More than thirty days have passed since Plaintiff CRAYTHORN and members of
13 the Waiting Time Claim Subclass left Defendants' employment.

14 90. Plaintiff is informed and believes, and based thereupon alleges that Defendants,
15 and each of them purposefully engaged in the underpayment of travel time and the failure to pay
16 all eligible overtime in a common scheme and design to defraud employees for their full wages
17 and benefits under California law.

18 91. As a consequence of Defendants' willful conduct in not paying compensation for
19 all hours worked, the California Class Members whose employment ended during the class
20 period are entitled to thirty days' wages under Labor Code section 203, together with interest
21 thereon and attorneys' fees and costs.

22 **FIFTH CAUSE OF ACTION**
23 **(Record-Keeping Provisions, Wage Order 7-2001(7)), Cal. Code Regs., Title 8 § 11070(11);**
24 **Cal. Labor Code §§ 226, 1174, & 1174.5)**
25 **(Brought by Plaintiff on Behalf of Himself and Wage Statement Claim Subclass)**

26 92. Plaintiff re-alleges and incorporates by this reference each of the foregoing
27 paragraphs as if fully set forth herein.

28 93. Defendant knowingly and intentionally failed to provide timely, accurate,
itemized wage statements including, inter alia, hours worked, to Plaintiff CRAYTHORN and
Wage Statement Claim Subclass members in accordance with Labor Code section 226(a) and
applicable IWC Wage Orders. Such failure caused injury to Plaintiff and Wage Statement Claim

1 Subclass members, by, among other things, impeding them from knowing the amount of wages
2 to which they are and were lawfully entitled, and under-reporting wages and hours for which pay
3 was due and owing. At all times relevant herein, Defendant has failed to maintain appropriate
4 records of hours worked by the Plaintiff and Wage Statement Claim Subclass members as
5 required under Labor Code section 1174(d).

6 94. Plaintiff and Wage Statement Claim Subclass members are entitled to seek
7 injunctive relief requiring Defendant to comply with Labor Code sections 226(a) and 1174(d),
8 and further seek the amount provided under Labor Code sections 226(e) and 1174.5, including
9 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
10 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
11 pay period.

12 **SIXTH CAUSE OF ACTION**
13 **Violation of the Unfair Competition Law**
14 **(Bus. & Prof. Code § 17200 et seq.)**
15 **(Brought by Plaintiff on Behalf of Himself and UCL Claim Subclass)**

16 95. Plaintiff re-alleges and incorporates by this reference each of the foregoing
17 paragraphs as if fully set forth herein.

18 96. Defendant's failure to pay all hourly and overtime wages for non-commute travel
19 time owed, use the appropriate rate of pay for shifts exceeding eight hours of consecutive work
20 per day and/or over 40 hours of work time per week constitute unlawful activity, acts and
21 practices that are prohibited by Business and Professions Code sections 17200, et seq. The
22 actions of Defendant described above constitute false, unfair, fraudulent and deceptive business
23 practices, within the meaning of Business and Professions Code sections 17200, et seq.
24 Defendant, and each of them, have violated not only the FLSA in regards to its overtime and
25 travel time pay practices, but also multiple provisions of California law and applicable
26 regulations and Orders of the IWC, that have the same force and effect of a violation of law.
27 This includes, without limitation, 29 U.C.S. Section 201 et seq., and California Labor Code
28 Sections 210-203, 221, 558, 1194, and 1178, which serve as statutory predicates for which
restitution and disgorgement are owed by Defendant WESTOWER and DOES 1- 100. In

1 addition, Wage Order 4-2001, Section 1-2, and applicable regulations of the California Code of
2 Regulations that relate to record keeping, overtime pay calculations, and failure to properly
3 account for and pay for travel time that is unrelated to morning and evening commute time.

4 97. Named Plaintiff is entitled to an injunction, restitution, and other equitable relief
5 against such unlawful practices in order to prevent future damage, for which there is no adequate
6 remedy at law, and to avoid a multiplicity of lawsuits.

7 98. As a result of these unlawful acts, Defendant has reaped and continues to reap
8 unfair benefits and illegal profits at the expense of Plaintiff and the proposed California Class,
9 the proposed FLSA Collective Action Class and the proposed Subclasses he seeks to represent.
10 Defendant should be enjoined from this activity and make restitution for these ill-gotten gains to
11 restore to Plaintiff and the members of the UCL Subclass the wrongfully under-reimbursed
12 amounts, underpaid wages and overtime pursuant to Business and Professions Code section
13 17203 and specific performance of payment of penalties ordered under Business and Professions
14 Code section 17202.

15 99. Plaintiff is informed and believes, and based thereon alleges, that Defendant is
16 unjustly enriched through the acts described above and that he and the proposed Class have and
17 continue to suffer irreparable prejudice by Defendant's unfair practices. Further, by engaging in
18 such activities, Defendant is illegally operating at an advantage to other law abiding employers
19 in the State of California and underpaying payroll and other applicable taxes that are collected by
20 the State and local governmental entities in California.

21 100. The illegal conduct alleged herein is continuing, and there is no indication that
22 Defendant will not continue such activity into the future. Plaintiff alleges that if Defendant is not
23 enjoined from the conduct set forth in this Complaint, it will continue to fail to pay all hourly and
24 overtime wages, appropriate overtime rates of pay for shifts where overtime is clearly worked,
25 fail to pay all wages due at termination, and fail to pay and avoid paying appropriate taxes,
26 insurance, and unemployment withholdings.

27 101. Named Plaintiff will request that the Court issue a preliminary and permanent
28 injunction prohibiting Defendant from continuing to fail to fully pay all appropriate hourly and

1 overtime rates of pay, and all wages due at termination, and requiring Defendants to provide
2 accurate hourly wage statements.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff TROY W. CRAYTHORN, on behalf of himself and all
5 members of the proposed Plaintiff Class and subclasses he seeks to represent, prays for relief as
6 follows:

7 A. For an order certifying that the First Count of this Complaint may be maintained
8 as a collective action pursuant to 29 U.S.C. § 216(b) and that prompt notice of this action be
9 issued to potential members of the opt-in FLSA Collective Action Class, apprising them of the
10 pendency of this action, and permitting them to assert timely FLSA claims;

11 B. Certification of this action as a class action on behalf of the proposed class;

12 C. For an order certifying that the Second through Sixth Counts of this Complaint be
13 maintained as a class action pursuant to Federal Rule of Civil Procedure 23 and/or Code of Civil
14 Procedure section 382 on behalf of a class of WESTOWER hourly field employees employed in
15 the state of California within the last four and that notice of the pendency of this action be
16 provided to members of the California Class;

17 D. Designation of Named Plaintiff as Class Representatives for both the FLSA and
18 state law claims and Plaintiff's attorneys as Counsel for both the FLSA Collective Action Class
19 and the California Class;

20 E. A declaratory judgment that the practices complained of herein are unlawful
21 under appropriate state law;

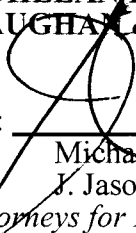
22 F. Appropriate equitable relief to remedy Defendant's violations of state law,
23 including but not necessarily limited to an order enjoining Defendant from continuing its
24 unlawful practices;

25 G. All unpaid overtime as calculated by the applicable provision of the Fair Labor
26 Standards Act ("FLSA") at 29, U.S.C. Section 201 et seq., and applicable regulations
27 promulgated in the Code of Federal Regulations and/or opinions and directives of the
28 Department of Labor;

- 1 H. All appropriate state and federal statutory penalties;
- 2 I. An award of compensatory and punitive damages to the extent available,
- 3 liquidated damages pursuant to Labor Code section 1194.2, and restitution to be paid by
- 4 Defendant according to proof;
- 5 J. Pre-Judgment and Post-Judgment interest, as provided by law;
- 6 K. Such other equitable relief as the Court may deem just and proper; and
- 7 L. Attorneys' fees and costs of suit, including expert fees and fees pursuant to
- 8 California Labor Code sections 1194, California Code of Civil Procedure sections 1021.5, and
- 9 other applicable state laws and as permitted by the FLSA.
- 10 M. For an order that Defendant make restitution to Plaintiff and the California Class
- 11 due to its unlawful business practices, including unlawfully-collected compensation pursuant to
- 12 California Business and Professions Code sections 17203 and 17204; and
- 13 N. Such other legal equitable relief as this Court deems necessary, just, equitable and
- 14 proper.

15 Dated: March 8, 2012

16 Respectfully submitted,
17 **COHELAN KHOURY & SINGER**
18 **VAUGHAN & ASSOCIATES**


19 By: 
20 Michael D. Singer, Esq.
21 J. Jason Hill, Esq.
22 *Attorneys for Plaintiff and the proposed Plaintiff Classes*

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff TROY W. CRAYTHORN hereby demands a jury trial on all causes of action
25 and claims with respect to which he has a state and/or federal constitutional a right to jury trial.

26 Respectfully submitted,
27 **COHELAN KHOURY & SINGER**
28 **VAUGHAN & ASSOCIATES**

Dated: March 8, 2012

By: : 
Michael D. Singer, Esq.
J. Jason Hill, Esq.
Attorneys for Plaintiffs and the proposed Plaintiff Classes

NAME : GRAYTHORN, TROY
 SIGN: _____

WEEK ENDING (SUNDAY): June 26, 2011

	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTALS
PER DIEM	75	75	25	CK 25 DAY				
PER DIEM			6/24/11	75 - net	6/21 TR.			

	JOB #S	HOURS ON JOB
MON	4103	8 3
TUE	4100	6 2.5
WED	4111	7 4
THUR	↓	7 4
FRI	4113	5 4
SAT		
SUN		
TOTALS		REG 33 OT / DBL / TRAVEL 17 1/2

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3hr. 34min
Att. Shasta

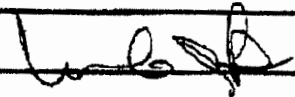
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3hr. 4min.
Fresno

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50 1/2

MANAGER SIGNATURE 

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WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Period ending: 06/26/2011
Pay Date: 07/01/2011

Taxable Marital Status:
Exemptions/Allowances:

TROY W CRAYTHORN
CA 95747

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	23.0000	50.50	1,161.50	20,642.50
Overtime				5,322.00
Doubletime				822.00
Vacation				368.00
Gross Pay			\$1,161.50	27,154.50

Other Benefits and Information	this period	total to date
Pto Balance		39.62

Deductions	Statutory		year to date
	Federal Income Tax	-72.53	1,895.72
	Social Security Tax	-43.22	1,005.23
	Medicare Tax	-14.92	347.04
	CA State Income Tax	-9.22	401.89
	CA SUI/SDI Tax	-12.35	287.21
	Other		
	Checking	-876.79	
	Dental Pre Tax	-28.73*	402.22
	Med/Hi Ded	-97.89*	1,370.46
	Vis Pre Tax	-5.85*	81.90
	Med/Lo Ded		1,365.84
	Vision		70.20
Net Pay		\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,029.03

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK TO LIGHTER AT ANGLE

WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Advice number: 60000260165
Pay date: 07/01/2011

Deposited to the account of TROY W CRAYTHORN
account number [REDACTED] transit ABA XXXX XXXX amount \$876.7

THIS IS NOT A CHECK

NON-NEGOTIABLE

REDACTED

A-2

NAME: CRAYTHORN, TROY
 SIGN: _____

WEEK ENDING (SUNDAY): July 3, 2011

	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTALS
*** PER DIEM ***	75	75	29	CK 2592	PP	100-	0 PMS	REV. WK.
*** PER DIEM ***								

	JOB #S	HOURS ON JOB			
MON	4113	7	2		
TUE		8			
WED	↓	6	2		
THUR	4112	6	2		
FRI	4081	8			
SAT					
SUN					
TOTALS		REG 35	OT /	DBL /	TRAVEL 6

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41
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MANAGER SIGNATURE

[Handwritten Signature]

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A-3

CO. FEE. DEPT. LOCATION SECURITY NUMBER
000353 806110 000270128

Earnings Statement



WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Period Ending: 07/03/2011
Pay Date: 07/08/2011

Taxable Marital Status: [REDACTED]
Exemptions/Allowances:
Federal: [REDACTED]
CA: [REDACTED]

TROY W CRAYTHORN
[REDACTED] CA 95747

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	23.0000	41.00	943.00	21,585.50
Overtime				5,322.00
Doubletime				822.00
Vacation				368.00
Gross Pay			2846.00	28,097.50

Other Benefits and Information	this period	total to date
Pto Balance		41.68

Deductions	Statutory		year to date
Federal Income Tax		-39.75	1,935.47
Social Security Tax		-34.04	1,039.27
Medicare Tax		-11.76	358.80
CA SUI/SDI Tax		-9.73	296.94
CA State Income Tax			401.89
Other			
Checking		-715.25	
Dental Pre Tax		-28.73*	430.95
Med/Hi Ded		-97.89*	1,468.35
Vis Pre Tax		-5.85*	87.75
Med/Lo Ded			1,365.84
Vision			70.20
Net Pay		2030.75	

* Excluded from federal taxable wages
Your federal taxable wages this period are \$810.53

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WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Advice number: 09000270128
Pay date: 07/08/2011

Deposited to the account of
TROY W CRAYTHORN

account number [REDACTED] transit ABA XXXX XXXX amount \$715.2

THIS IS NOT A CHECK

NON-NEGOTIABLE

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A-4

NAME : CRAYTHORN, TROY
 SIGN: _____

WEEK ENDING (SUNDAY): July 10, 2011

	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTALS
*** PER DIEM ***		75	75	25	CK 25126			
*** PER DIEM ***								

	JOB #S	HOURS ON JOB			
MON	4th of July	8			
TUE	4069	8	4	2	
WED	4128	8	3	2	
THUR	4129	8		2	
FRI	↓	8		1	
SAT					
SUN					
TOTALS		49	7	—	7

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 2hr. 2min. Millbrae
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MANAGER SIGNATURE

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WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Period Ending: 07/10/2011
Pay Date: 07/15/2011

Taxable Marital Status:
Exemptions/Allowances:
Federal:
CA:

TROY W CRAYTHORN
CA 95747

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	23.0000	47.00	1,081.00	22,666.50
Overtime	34.5000	7.00	241.50	5,563.50
Doubletime				822.00
Vacation				368.00
Gross Pay			\$1,322.50	29,420.00

Other Benefits and Information	this period	total to date
Pto Balance		43.74

Deductions	Statutory		
Federal Income Tax		-96.67	2,032.14
Social Security Tax		-49.98	1,089.25
Medicare Tax		-17.25	376.05
CA State Income Tax		-16.83	418.72
CA SUI/SDI Tax		-14.28	311.22
Other			
Checking		-995.02	
Dental Pre Tax		-28.73*	459.68
Med/Hi Ded		-97.89*	1,566.24
Vis Pre Tax		-5.85*	93.60
Med/Lo Ded			1,365.84
Vision			70.20
Net Pay		\$0.00	

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,190.03

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VERIFY DOCUMENT AUTHENTICITY. COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM RED TO BLUE TO GREEN TO YELLOW TO PINK TO PURPLE TO BROWN TO BLACK.

WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Advice number: 00000288174
Pay date: 07/15/2011

Deposited to the account of TROY W CRAYTHORN
account number: [REDACTED] transit ABA: XXXX XXXX amount: \$995.02

THIS IS NOT A CHECK

NON-NEGOTIABLE

REDACTED

A-6

CH:

	MON	TUES	WED	THUR	FRI	SA	SUN	TOTALS
PER DIEM								
PER DIEM								

	MON	TUE	WED	THUR	FRI	SAT	SUN
	15	16	17	18	19	20	21
JOB #S	ENV 5928 ST MAIL						
	CALL 6140 Las Alca Peakery SPARKS Nevada						
	CALL 6140 SPARKS Nevada						
	PTO						
	PTO						

CUPS ON JOB			
8	1		4
8	4		1
10			1
8			
8			
REG	OT	GBL	TRAVEL
28	5		6

TOTALS

MANAGER SIGNATURE

REDACTED

A-7

LT: [REDACTED] EMP: [REDACTED] CLOCK: [REDACTED] VCH: [REDACTED] 082
 SER: 000353-806110 P: [REDACTED] 0000340171

Earnings Statement



WESTOWER COMMUNICATIONS, INC.
 1818 KERSTEN
 HOUSTON TX 77043

Period Ending: 08/21/2011
 Pay Date: 08/26/2011

Taxable Marital Status: [REDACTED]
 Exemptions/Allowances:
 Federal: [REDACTED]
 CA: [REDACTED]

TROY W CRAYTHORN
 [REDACTED]
 CA 95747

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	23.0000	30.00	690.00	27,151.50
Overtime	34.5000	5.00	172.50	7,392.00
Vacation	23.0000	16.00	368.00	736.00
Doubletime				1,788.00
Gross Pay			\$3,250.00	37,067.50

Other Benefits and Information	this period	total to date
Pto Balance		35.98

Deductions	Statutory		year to date
	Federal Income Tax	-82.87	2,623.75
	Social Security Tax	-46.12	1,377.07
	Medicare Tax	-15.93	475.42
	CA State Income Tax	-12.26	577.56
	CA SUI/SDI Tax	-13.18	393.45
	Other		
	Checking	-927.67	
	Dental Pre Tax	-28.73*	632.06
	Med/Hi Ded	-97.89*	2,153.58
	Vis Pre Tax	-5.85*	128.70
	Med/Lo Ded		1,365.84
	Vision		70.20
	Net Pay		\$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are \$1,098.03

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VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

WESTOWER COMMUNICATIONS, INC.
 1818 KERSTEN
 HOUSTON TX 77043

Advise number: 0000340171
 Pay date: 08/26/2011

Deposited to the account of
 TROY W CRAYTHORN

account number [REDACTED] transit ABA XXXX XXXX amount \$927.67

THIS IS NOT A CHECK

NON-NEGOTIABLE

REDACTED

A- 8

	MON	TUES	WED	THUR	FRI	SAT	SUN	TOTALS
PER DIEM								
PER DIEM								

MCN	JOB #S	HOURS ON JOB			
		REG	OT	OBL	TRAVEL
8	CNU 2122 <i>Frank</i>	3			2
	CNU 5928 <i>STAMU</i>	5	4	3	
9	CNU 5928	8	4	3	
10	CNU 5928	8			2
11	CNU 5928	8	4		2
	<i>Out of State</i>				
12	CNU 5928, 0499	6			
	<i>Beakley</i>	7	4	2	
13	CNU 5928		4		2
TOTALS		40	20	8	8

MANAGER SIGNATURE

REDACTED

A-9

64R 000353 806110 SC 000030127

Earnings Statement



WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Period Ending: 08/14/2011
Pay Date: 08/19/2011

Taxable Marital Status:
Exemptions/Allowances:
Federal:
CA:

TROY W CRAYTHORN
CA 95747

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	23.0000	44.00	1,012.00	26,461.50
Overtime	34.5000	20.00	690.00	7,219.50
Doubletime	23.0000	10.00	460.00	1,788.00
Vacation				368.00
Gross Pay			\$2,162.00	35,837.00

Other Benefits and Information	this period	total to date
Pto Balance		49.92

Deductions	Statutory	Other
Federal Income Tax	-249.21	2,540.88
Social Security Tax	-85.24	1,330.95
Medicare Tax	-29.42	459.49
CA State Income Tax	-83.74	565.30
CA SUI/SDI Tax	-24.35	380.27
Checking	-1,557.57	
Dental Pre Tax	-28.73*	603.33
Med/HI Ded	-97.89*	2,055.69
Vis Pre Tax	-5.85*	122.85
Med/Lo Ded		1,365.84
Vision		70.20
Net Pay		\$0.00

* Excluded from federal taxable wages

Your federal taxable wages this period are \$2,029.53

VERIFY DOCUMENT AUTHENTICITY: COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

WESTOWER COMMUNICATIONS, INC.
1818 KERSTEN
HOUSTON TX 77043

Advice number: 000030127
Pay date: 08/19/2011

Deposited to the account of TROY W CRAYTHORN

account number: [REDACTED] transit ABA: XXXX XXXX amount: \$1,557.57

THIS IS NOT A CHECK

NON-NEGOTIABLE

REDACTED

A-10

CONSENT TO JOIN FORM

Consent to sue under the Fair Labor Standards Act (FLSA)

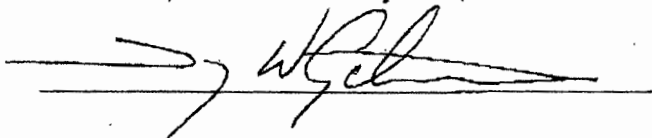
I want to join the lawsuit *Craythorn v. Westower Communications, Inc.* to seek unpaid wages against Westower Communications, Inc. under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. §216(b), related to my employment by Westower Communications, Inc.

I choose to be represented in this matter by Cohelan Khoury & Singer, Vaughan & Associates and other attorneys with whom they may associate in this action.

Print Name:

Troy W. Craythorn

Signature:



Date Signed:

3/8/2012

To opt in to this collective action, fill out this form and mail, fax, or e-mail it to:

Cohelan Khoury & Singer –
Jason Hill jhill@ckslaw.com
Kimberly Neilson kneilson@ckslaw.com
605 C Street, Suite 200
San Diego, CA 92101
Phone: 619.595.3001
Fax: 619-595-3000