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10 UNITED STATES DISTRICT COURT FOR THE  
11 WESTERN DISTRICT OF WASHINGTON

13 SETH D. HARRIS, Acting Secretary of Labor,) Case No.: 2:12-cv-01406-RSM  
United States Department of Labor, )  
14 ) SECOND AMENDED COMPLAINT FOR  
Plaintiff, ) VIOLATIONS OF THE FAIR LABOR  
15 v. ) STANDARDS ACT  
)  
16 LANTERN LIGHT CORPORATION, d/b/a )  
ADVANCED INFORMATION SYSTEMS, a )  
17 corporation; DIRECTV LLC, a limited )  
liability company; and RAMON MARTINEZ, )  
18 an individual, )  
)  
19 Defendants. )

20 1. Plaintiff, SETH D. HARRIS, Acting Secretary of Labor, United States  
21 Department of Labor (the “Secretary”), brings this action to enjoin Defendants LANTERN  
22 LIGHT CORPORATION, doing business as ADVANCED INFORMATION SYSTEMS  
23 (“AIS”), a corporation; DIRECTV LLC, a limited liability company; and RAMON MARTINEZ,  
24 an individual (together “Defendants”), from violating the provisions of the Fair Labor Standards  
25 Act of 1938, as amended, 29 U.S.C. § 201 *et seq.* (the “FLSA”), pursuant to Section 17 of the

1 FLSA, 29 U.S.C. § 217; and to recover unpaid minimum wage and overtime compensation  
2 owing to Defendants' employees, together with an equal amount as liquidated damages, pursuant  
3 to Section 16(c) of the FLSA, 29 U.S.C. § 216(c).

4 2. Jurisdiction of this action is conferred upon the Court by Sections 16(c) and 17 of  
5 the FLSA, 29 U.S.C. §§ 216(c) and 217, and 28 U.S.C. §§ 1331 and 1345.

6 3. Venue lies in the United States District Court for the Western District of  
7 Washington, pursuant to 28 U.S.C. § 1391(b) as Defendant AIS maintains its headquarters in  
8 King County, Washington, and a substantial part of the events giving rise to the claim occurred  
9 within the Court's jurisdiction in King County, Pierce County, and Kitsap County, Washington.

10 4. Assignment of this action to the Seattle Division of the Western District of  
11 Washington pursuant to Civil Local Rule 5(e)(1) is proper, because Defendant AIS is  
12 headquartered in King County, Washington.

13 5. (a) Defendant AIS is, and at all times hereinafter mentioned was, a  
14 corporation organized under the laws of Washington with its principal place of business located  
15 at 1819 Central Avenue South, Suite 46, Kent, Washington, 98032, with branch locations in  
16 Tacoma and Bremerton, Washington, all within the jurisdiction of this Court. At all times  
17 relevant to this Amended Complaint, Defendant AIS has been engaged in installing and servicing  
18 satellite television equipment provided by Defendant DirecTV. AIS hires the individuals listed  
19 on Exhibit A to the Amended Complaint who perform services as directed by Defendant  
20 DirecTV.

21 (b) Defendant RAMON MARTINEZ, an individual, at all times relevant to  
22 the Amended Complaint, was an employer within the meaning of the FLSA in that he acted  
23 directly or indirectly in the interest of AIS in relation to its employees. Defendant Martinez, as  
24 the sole owner and President of Defendant AIS, has hiring and firing authority over the  
25

1 individuals listed in Exhibit A to the Amended Complaint, and has a role in determining the  
2 compensation for those same individuals.

3 (c) Defendant DIRECTV is, and at all times hereinafter mentioned was, a  
4 corporation organized under the laws of California and licensed to do business in the State of  
5 Washington. At all times relevant to this Amended Complaint, Defendant DirecTV jointly  
6 employed the individuals listed in Exhibit A to the Amended Complaint, within the meaning of  
7 the FLSA. DirecTV directed where these employees performed their work; DirecTV  
8 communicated with these employees throughout their shift regarding the status of the tasks to be  
9 performed; and these employees wore clothing, carried identification badges, and drove vehicles  
10 bearing DirecTV's logo. In addition, DirecTV determined the amounts that AIS was paid for the  
11 work performed by the individuals listed in Exhibit A to the Complaint. Specifically, (1) the  
12 employees at issue work only as installation technicians for customers of DirecTV and so depend  
13 on DirecTV for their livelihood; (2) DirecTV determines where and when the employees go to  
14 specific customer homes; (3) the employees have no contact with AIS throughout their shift and  
15 are instead managed on a day-to-day basis by DirecTV whose dispatchers direct the employees  
16 when and where to go to customer's homes; (4) DirecTV maintains a database of these  
17 employees; (5) DirecTV specifies the manner in which the employees are to perform their tasks,  
18 including what equipment to be used and, in certain instances, provides that equipment; (6)  
19 DirecTV mandates that the employees complete certain training approved by DirecTV; (7)  
20 DirecTV requires the employees to use uniforms, ID badges, and vehicles bearing DirecTV's  
21 logo; and (8) DirecTV pays a piece rate to AIS for the work performed by these employees  
22 regardless of the amount of hours the task takes which has led to the employees not being paid in  
23 accordance with the FLSA. Said employees were located in the State of Washington within the  
24 jurisdiction of this Court.

25

1           6. Defendant AIS is, and at all times hereinafter mentioned was, engaged in related  
2 activities performed through unified operation or common control for a common business  
3 purpose, and is and at all times hereinafter mentioned was an enterprise within the meaning of  
4 Section 3(r) of the FLSA, 29 U.S.C. § 203(r). Defendant AIS operated locations in Kent,  
5 Tacoma, and Bremerton, Washington, all of which were engaged in the common purpose of  
6 installing and servicing satellite television equipment provided by Defendant DirecTV.

7           7. Defendant AIS is, and at all times hereinafter mentioned was, an enterprise  
8 engaged in commerce or in the production of goods for commerce within the meaning of  
9 Sections 3(s)(1)(A) of the FLSA, 29 U.S.C. § 203(s)(1)(A), in that said enterprise at all times  
10 hereinafter mentioned had employees engaged in commerce or in the production of goods for  
11 commerce, or employees handling, selling, or otherwise working on goods or materials that have  
12 been moved in or produced for commerce by any person and in that said enterprise has and has  
13 had an annual gross volume of sales made or business done of not less than \$500,000. For  
14 example, in calendar year 2009, Defendant AIS had an annual dollar volume of \$2,429,672  
15 according to the company's tax documents. The individuals listed in Exhibit A worked in the  
16 State of Washington, and participated in interstate commerce by, *inter alia*, communicating with  
17 persons at DirecTV, who were located in Colorado and Oklahoma.

18           8. Defendants, at all times material hereto, have employed employees in and about  
19 the aforesaid place of business in the State in Washington in producing, handling, or working on  
20 goods, a substantial portion of which was being shipped, delivered, distributed, transmitted or  
21 sold to or from places outside the State of Washington or was being shipped, delivered,  
22 distributed, transmitted or sold with knowledge or reason to believe that shipment, delivery,  
23 distribution, transmission or sale to or from places outside the State of Washington was intended.  
24 Said employees, by reason of their employment as aforesaid, are engaged in commerce or in the  
25 production of goods for commerce within the meaning of the Act. For example, the individuals

1 listed in Exhibit A worked in the State of Washington with goods, including satellite television  
2 equipment, that transmitted information to and from outside the State of Washington.

3 9. Defendants have repeatedly violated the provisions of Sections 6 and 15(a)(2) of  
4 the FLSA, 29 U.S.C. §§ 206 and 215(a)(2), by paying employees wages at rates less than the  
5 applicable federal minimum wage in workweeks when said employees were engaged in  
6 commerce and in the production of goods for commerce or were employed in an enterprise  
7 engaged in commerce or in the production of goods for commerce, within the meaning of the  
8 FLSA, as aforesaid. The individuals listed in Exhibit A were paid based on the nature of the task  
9 performed, not the hours worked, which resulted in these employees not being paid the  
10 applicable federal minimum wage for all hours worked.

11 10. Defendants have repeatedly violated the provisions of Sections 7 and 15(a)(2) of  
12 the FLSA, 29 U.S.C. §§ 207 and 215(a)(2), by employing employees who in workweeks were  
13 engaged in commerce or in the production of goods for commerce, or who were employed in an  
14 enterprise engaged in commerce or in the production of goods for commerce, within the meaning  
15 of the FLSA, as aforesaid, for workweeks longer than forty hours without compensating said  
16 employees for their employment in excess of forty hours per week during such workweeks at  
17 rates not less than one and one-half times the regular rate at which they were employed. The  
18 individuals listed in Exhibit A were paid based on the nature of the task performed, not the hours  
19 worked, which resulted in these employees not being paid one and one-half times the applicable  
20 state and federal minimum wage for hours worked over forty in a workweek.

21 10. Defendants, employers subject to the provisions of the FLSA, repeatedly have  
22 violated the provisions of Sections 11(c) and 15(a)(5) of the FLSA, 29 U.S.C. §§ 211(c) and  
23 215(a)(5), in that they failed to make, keep, and preserve adequate and accurate records of  
24 employees and the wages, hours and other conditions and practices of employment maintained  
25 by them as prescribed by regulations duly issued pursuant to authority granted in the FLSA and

1 found in 29 C.F.R. § 516. None of the Defendants have kept accurate records of the hours  
2 actually worked by AIS's installation technicians, including time spent traveling between  
3 assigned tasks.

4 11. Since at least August 21, 2009, Defendants have willfully violated the aforesaid  
5 provisions of the FLSA. Defendants AIS and DirecTV have previously been investigated, and  
6 knew or should have known of the minimum wage and overtime requirements of the FLSA. A  
7 judgment which enjoins and restrains such violations and includes the restraint of any  
8 withholding of payment of unpaid minimum wage and overtime compensation found by the  
9 court to be due to present and former employees under the FLSA is expressly authorized by  
10 Section 17 of the FLSA, 29 U.S.C. § 217.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, cause having been shown, Plaintiff prays for a judgment against  
13 defendants as follows:

14 (a) For an Order pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, permanently  
15 enjoining and restraining Defendants, their officers, agents, servants, employees, and those  
16 persons in active concert or participation with them from prospectively violating the provisions  
17 of Section 15 of the FLSA, 29 U.S.C. § 215; and

18 (b) For an Order  
19 (1) pursuant to Section 16(c) of the FLSA, 29 U.S.C. § 216(c), finding  
20 Defendants liable for unpaid minimum wage and overtime compensation due Defendants'  
21 employees and for liquidated damages equal in amount to the unpaid compensation found due  
22 Defendants' employees listed in the attached Exhibit A for the period beginning August 21, 2009  
23 (additional back wages and liquidated damages may be owed to certain employees presently  
24 unknown to plaintiff for the period covered by this Complaint); or in the event liquidated  
25 damages are not awarded;

1 (2) pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, enjoining and  
2 restraining Defendants, their officers, agents, servants, employees and those persons in active  
3 concert or participation with Defendants, from withholding payment of unpaid back wages found  
4 to be due Defendants' employees for the period beginning August 21, 2009, and pre-judgment  
5 interest at an appropriate interest rate; and

6 (c) For an Order, pursuant to Section 17 of the FLSA, 29 U.S.C. § 217, enjoining and  
7 restraining Defendants, its officers, agents, servants, employees and those persons in active  
8 concert or participation with Defendants, from failing to make, keep, and preserve adequate and  
9 accurate records of employees and the wages, hours and other conditions and practices of  
10 employment maintained by them as prescribed by regulations duly issued pursuant to authority  
11 granted in the FLSA and found in 29 CFR § 516;

12 (d) For an Order awarding Plaintiff the costs of this action; and

13 (e) For an Order granting such other and further relief as may be necessary or  
14 appropriate.

15 Dated: March 27, 2013

M. PATRICIA SMITH  
Solicitor of Labor

JANET M. HEROLD  
Regional Solicitor

BRUCE L. BROWN  
Associate Regional Solicitor

19 By: /s/ Joseph M. Lake  
20 JOSEPH M. LAKE  
21 Trial Attorney

22 Attorneys for the Plaintiff Seth D. Harris, Acting  
23 Secretary of Labor, United States Department of  
24 Labor  
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**EXHIBIT A**

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- Andal, Morris
- Andersen, Andrew
- Basheer, Mousa
- Bobo, Robert
- Bowne, Craig
- Boynton, Adam
- Burgos, Felipe
- Camarero, Benjamin
- Cao, Phi Thanh
- Carlson, Robert
- Casperson Jr., Charles
- Cavanagh, Kevin
- Chambers, Aaron
- Chaplygin, Anatoliy
- Chase, Richard
- Christman, Robert
- Clavin, Tim
- Countryman, Kevin
- Cruz, Nicholas
- Cunningham, Jermaine
- Dean, Michael
- Dolan, Nick
- Dominguez, Servin
- Duchaum, Joseph
- Eden, Michael
- Fabian, Luis
- Frost, Tom
- Fruehauf, Ian
- Fuentes, Daniel
- Fulghum Jr, Curtis
- Gee, Marlin
- Giberson, Kirk
- Guimoye, Francisco
- Hanicker, Mark
- Hill, Tim
- Hill, Brandon
- Ice, Varney
- Jensen, Joshua
- Kalibaba, Aleksandr
- Khochay, Pavel
- Kim, Paul
- Kimberling, Anthony
- Kline, Richard
- Knight, Jeremy P.
- Knight, Michael

1 Kondratyuk, Miroslav  
Kozlov, Igor  
2 Kravchuk, Nikolay  
Lea, Edwin  
3 Lkhagvadorj, Mendamar  
Lkhagvasuren, Sean  
4 Longoria, Charles  
Love, Chad  
5 May, David  
McNutt, Rodney  
6 Meek, Robert  
7 Miramontes, Julio  
Mitchell, Kenneth  
8 Nelson, Stephen  
Oliveira, Chad  
9 O'Neil, Jiles  
Parsons, Matt  
10 Plemons, Shane  
Pratt, Erik  
11 Pribyl, Ryan  
12 Quiroz, Pastor  
Robison, Robert  
13 Rocha, Miguel  
Rosas, Javier  
14 Smith, Hershhal  
Smith, James  
15 Sullivan, Brandon  
Sumilhig, Christopher  
16 Trierweiler, David  
Ulziidelger, Gombosoren  
17 Van Boven, Michael  
Vu, Duk Van  
18 Walsh, Ryan  
19 Walstron, Jordan  
Wicker, Douglas  
20 Wilson, Zachary  
Wood, Greg

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