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Attorneys for Plaintiff Edgar Pagaza

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

Edgar Pagaza, on behalf of the State of  
California pursuant to the Private Attorneys  
General Act,

Plaintiff,

vs.

Digital Intelligence Systems, LLC, Intuit Inc.,  
and Does 1 through 10,

Defendants.

**Case No. 30-2024-01395152-CU-OE-CJC**

*(Assigned to Hon. Shawn Nelson – Dept.  
C19)*

**First Amended Complaint for Recovery  
of Civil Penalties Pursuant to the  
California Private Attorneys General Act**

Plaintiff Edgar Pagaza (“Plaintiff” or “Pagaza”) brings this action as an aggrieved employee on  
behalf of the State of California and current and former employees of Defendants pursuant to the

Private Attorneys General Act (the “PAGA”). Plaintiff alleges:

1. Plaintiff was employed by Defendants in California. Defendants committed one or more of the violations alleged below against Plaintiff.
2. The PAGA Employees include, but are not limited to, Plaintiff and all other non-exempt employees of Defendants who worked in California during the applicable statute of limitations period as to whom one or more of the violations alleged below or otherwise were committed.
3. Digital Intelligence Systems, LLC (“DISYS”) does business in California, including in Orange County. DISYS employed Plaintiff and other PAGA Employees.
4. Intuit Inc. (“INTUIT”) does business in California. INTUIT employed Plaintiff and other PAGA Employees.
5. Plaintiff does not presently know the true names and capacities of the defendants named as Does 1 through 10 and therefore sues such defendants by these fictitious names. Each of the defendants has been or is the principal, officer, director, agent, employer, employee, representative, and/or co-conspirator of each of the other defendants and in such capacity or capacities participated in the acts or conduct alleged herein and incurred liability therefor. At an unknown time, some or all the defendants conspired with other defendants to commit the wrongful acts described herein. These wrongful acts were committed in furtherance of such conspiracy. Each of the defendants aided and abetted other defendants in committing the wrongful acts alleged herein. Each of the defendants acted for personal gain or in furtherance of such defendant’s own financial advantage in committing the wrongful acts alleged herein. Plaintiff will request leave of the Court to amend this Complaint to set forth their true names, identities, and capacities when Plaintiff ascertains them. The named defendants and the Doe defendants are hereinafter referred to collectively as “Defendants.”
6. Defendants did not pay Plaintiff and other PAGA Employees for all compensation due them at the proper rates of pay. Plaintiff and PAGA Employees received incentive compensation, but overtime

1 compensation and other compensation were not properly calculated by taking into account such  
2 incentive compensation.

- 3 7. Defendants did not provide Plaintiff and other Aggrieved Employees with all legally required paid  
4 rest periods to which they were entitled. On occasion, the rest periods provided were untimely,  
5 interrupted, less than 10 minutes, and/or were not duty-free. Defendants did not pay Aggrieved  
6 Employees all rest period compensation owing for these non-compliant rest periods at the proper  
7 rate.
- 8 8. Defendants violated section 201 or 202 as to PAGA employees whose employment terminated by  
9 willfully failing to pay timely the compensation earned and unpaid upon the termination of their  
10 employment at the proper rate. Defendants violated section 203 as to PAGA Employees by failing  
11 to pay the wages owing to them under section 201 or 202 at the proper rate. Defendants' failure to  
12 pay all final wages was willful within the meaning of Labor Code section 203.
- 13 9. Defendants violated section 226(a)(1) as to Plaintiff and other PAGA Employees by failing to  
14 provide them statements of wages that accurately showed gross wages earned.
- 15 10. Defendants violated section 226(a)(2) as to Plaintiff and other PAGA Employees by failing to  
16 provide them statements of wages that accurately showed total hours worked.
- 17 11. Defendants violated section 226(a)(3) as to Plaintiff and other PAGA Employees by failing to  
18 provide them statements of wages that accurately showed the number of piece-rate units earned  
19 and any applicable piece rate to the extent they were paid on a piece-rate basis.
- 20 12. Defendants violated section 226(a)(5) by failing to provide Plaintiff and other PAGA Employees  
21 with statements of wages that accurately showed net wages earned.
- 22 13. Defendants violated section 226(a)(8) by failing to provide Plaintiff and other PAGA Employees  
23 with statements of wages that accurately showed the name and address of the legal entity that is  
24 the employer.
- 25 14. Defendants violated section 226(a)(9) by failing to provide Plaintiff and other PAGA Employees  
26 with statements of wages that accurately showed the applicable hourly rates in effect during the  
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1 pay period and the corresponding number of hours worked at each hourly rate by failing to  
2 accurately show the actual number of hours worked at the applicable hourly rate at which they  
3 should have been paid.

4 15. Defendants violated Defendants' obligations under Labor Code section 2802. Defendants required  
5 Plaintiff and other Aggrieved Employees to incur expenses in direct consequence of the discharge  
6 of the employee's duties or of the employee's obedience to the directions of Defendants.  
7 Defendants required Plaintiff and Aggrieved Employees to use their personal cellphones and home  
8 internet for business-related purposes, including without limitation, to coordinate and  
9 communicate with clients and other employees. Defendants did not pay for or reimburse  
10 Aggrieved Employees for such expenses.

11 16. Defendants violated section 204 by failing to timely pay all wages owing at the properly calculated  
12 rate of pay.

13 17. Defendants violated Section 1174 by failing to keep accurate records of all information required  
14 to be kept by Defendants, including total hours worked by the employees and meal periods.

15 18. Because of Defendants' violations, Defendants are liable for penalties pursuant to Labor Code  
16 sections 210, 226.3, 248.5, 256, 558, 1197.1, and 2699(f), *inter alia*.

17 19. Plaintiff has incurred attorney's fees and costs in pursuing this claim.

18 20. On January 31, 2024, Plaintiff's attorney gave written notice to the Labor and Workforce  
19 Development Agency ("LWDA") and to Defendants by certified mail identifying violations set  
20 forth in this complaint and 65 days have passed from the date of the mailing of the notice.

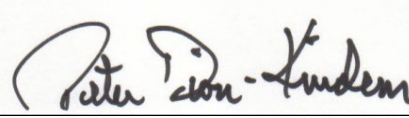
21 WHEREFORE, Plaintiff requests that an award be entered against Defendants as follows:

- 22 1. For all civil penalties recoverable under the PAGA;  
23 2. For attorney's fees and costs as allowed by law;  
24 3. For prejudgment interest;  
25 4. For such other and further relief as the Court deems proper.  
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1 Dated: June 27, 2024

2 THE DION-KINDEM LAW FIRM

3 BY:

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5 PETER R. DION-KINDEM, P.C.

6 PETER R. DION-KINDEM

7 Attorney for Plaintiff Edgar Pagaza