

February 20, 2026

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Atlassian US, Inc.
350 Bush St., 13 Floor
San Francisco, CA 94104

Defendant Certified Mail: 9589 0710 5270 2621 4563 86

Agent for Service of Process for Atlassian US, Inc.
CSC – Lawyers Incorporating Service
Koy Saechao
2710 Gateway Oaks Drive, Suite 150n
Sacramento, CA 95833

Agent Certified Mail: 9589 0710 5270 2621 4563 93

Re: ***Labor Code Violations of Atlassian US, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Sofia Pandealea, a former exempt-classified employee of Defendant Atlassian US, Inc. (“Defendant”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other exempt-(mis)classified employees (“Aggrieved Employees”)

Our client alleges that Defendant failed to pay her and Aggrieved Employees all minimum and overtime wages due and owing because it misclassified them as exempt, salaried employees ineligible for overtime or meal and rest periods, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Defendant presumably classified our client and Aggrieved Employees as exempt under the computer programmer professional exemption. In order to be properly classified under the professional exemption for computer programmers under IWC Wage Order 4-2001, all of the following must apply to the employee’s job duties:

- (i) The employee is primarily engaged in work that is intellectual or creative and that requires the exercise of discretion and independent judgment.
- (ii) The employee is primarily engaged in duties that consist of one or more of the following:
 - a. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications.
 - b. The design, development, documentation, analysis, creation, testing, or

- modification of computer systems or programs, including prototypes, based on and related to user or system design specifications.
- c. The documentation, testing, creation, or modification of computer programs related to the design of software.

Our client and Aggrieved Employees, however, did not meet the exemption because they spent the vast majority of their time working with customers to get input and feedback on software in order to help make it better. They did not write any code or engage in “design, development, documentation, analysis, creation, testing, or modification of computer systems or programs.” Nor are they involved with the “documentation, testing, creation, or modification of computer programs related to the design of software.” Our client and Aggrieved Employees simply speak with customers and are, therefore, *only* “consulting with users, to determine hardware, software, or system functional specifications.” The remaining requirements (a and c) are simply not performed and therefore, do not entitle Defendant to classify them as exempt. Thus, when they worked in excess of eight (8) hours in a workday and/or over forty (40) hours in a workweek, they were entitled to premium overtime pay of one-and-one-half times the regular rate of pay for all overtime hours worked, yet Defendant failed to pay applicable overtime wages and minimum wages when they exceeded their salary.

Defendant also failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-2001. Our client and Aggrieved Employee were routinely denied, and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour’s pay for each missed first or second meal period. Defendant simply did not authorize meal periods for our client and Aggrieved Employees due to their misclassification as exempt employees. Oftentimes, if at all, they did not take a meal period during their shift as they were too busy to take meal periods, and Defendant did not make them available. Nor did Defendant maintain any records showing the start and stop time for meal periods since they did not authorize them (and therefore, did not track them). This is a direct violation of Labor Code §§ 226.7, 512, 1174, and 1174.5.

Our client also alleges that Defendant failed to pay premium wages to her and Aggrieved Employees when they were denied on-the-clock rest breaks, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest break for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour’s pay for each missed rest break. Defendant simply did not authorize our client and Aggrieved Employees to take any rest breaks due to their misclassification, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Our client further alleges that Defendant failed to provide her and Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and

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226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay her and certain Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and certain and Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203.

The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

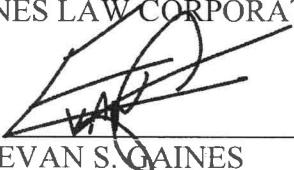
We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Best regards,

GAINES LAW CORPORATION

By:


EVAN S. GAINES