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Attorneys for Plaintiff Sofia Pandealea,
individually, and on behalf of herself
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

E-FILED
4/27/2026 1:49 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
26CV492752
Reviewed By: J. Nguyen

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

SOFIA PANDELEA, individually, and on
behalf of herself and all “aggrieved
employees” pursuant to Labor Code § 2698 *et*
seq.,

Plaintiff,

v.

ATLASSIAN US, INC., a Delaware
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 26CV492752

**INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL WAGES DUE
(LABOR CODE §§ 510, 1174, 1174.5, 1194,
AND 1194.2)**
- 2. FAILURE TO PROVIDE REST PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE § 226.7; IWC WAGE ORDER
4-2001)**
- 3. FAILURE TO PROVIDE MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512, 1174, AND
1174.5; IWC WAGE ORDER 4-2001)**
- 4. FAILURE TO TIMELY PAY WAGES DUE
UPON SEPARATION OF EMPLOYMENT
(LABOR CODE §§ 201-203)**
- 5. KNOWING AND INTENTIONAL FAILURE
TO COMPLY WITH ITEMIZED EMPLOYEE
WAGE STATEMENT PROVISIONS (LABOR
CODE § 226(a), (e))**
- 6. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**
- 7. CIVIL PENALTIES PURSUANT TO
LABOR CODE § 2699(f) FOR VIOLATIONS
OF LABOR CODE §§ 201, 202, 226(a), 226.7,
510, 512, 1174, 1174.5, AND 1194, AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

DEMAND FOR JURY TRIAL

Plaintiff SOFIA PANDELEA (“Plaintiff”), individually, on behalf of herself, and as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, codified as Labor Code §§ 2698 *et seq.*, complains of ATCLASSIAN US, INC., a Delaware corporation, and/or any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”), as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

1. For at least four (4) years prior to the filing of this action and continuing through the present (the “liability period”), Defendants have had consistent policies of voluntarily and knowingly failing to pay all minimum and overtime wages due to Plaintiff; failing to provide legally compliant meal and rest periods or compensation in lieu thereof to Plaintiff; failing to timely pay Plaintiff all wages due upon separation of her employment; and failing to provide Plaintiff with accurately itemized wage statements.

2. Plaintiff brings this action pursuant to Labor Code §§ 201-203, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, and 1194.2 seeking compensation for all unpaid wages, civil and statutory penalties, liquidated damages, injunctive and other equitable relief, and reasonable attorneys’ fees and costs.

3. Plaintiff, on behalf of herself pursuant to Business & Professions Code §§ 17200-17208, also seeks restitution and disgorgement of all benefits Defendants enjoyed from their failure to her pay all wages due.

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395 because Defendants employed Plaintiff in Santa Clara County, California.

5. Plaintiff, on behalf of herself and all other exempt-(mis)classified California employees of Defendants employed between February 20, 2025 and the present (“Aggrieved Employees”) pursuant to Labor Code § 2698 *et seq.*, also seeks civil penalties for Defendants’ violations of the California Labor Code.

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II.

PARTIES

A. Plaintiff

6. Plaintiff SOFIA PANDELEA was employed by Defendants from May 6, 2019 through February 2026 in Santa Clara County, California.

7. During her work with Defendants, Plaintiff was:

- a. Willfully denied the payment of all wages due, including all minimum and overtime wages due;
- b. Willfully denied rest periods or compensation in lieu thereof;
- c. Willfully denied meal periods or compensation in lieu thereof;
- d. Willfully denied the timely payment of wages upon separation of employment; and
- e. Willfully denied accurately itemized wage statements.

B. Defendants

8. Defendant ATCLASSIAN US, INC. is a Delaware corporation that employed Plaintiff in Santa Clara County, California.

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

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

11. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS

FAILURE TO PAY ALL WAGES DUE

(LABOR CODE §§ 510, 1174, 1174.5, 1194, AND 1194.2)

12. Plaintiff incorporates paragraphs 1 through 11 of this Complaint as though fully set forth herein.

13. During the liability period, Defendants failed to pay Plaintiff all minimum and overtime wages due and owing because it misclassified Plaintiff as an exempt, salaried employee ineligible for overtime or meal and rest periods, in violation of Labor Code §§ 510, 1194, and 1194.2. Defendants presumably classified Plaintiff 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:

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

1 e. The documentation, testing, creation, or modification of computer programs
2 related to the design of software.

3 14. Plaintiff, however, did not meet the exemption because she spent the vast majority of
4 her time working with customers to get input and feedback on software in order to help make it better.
5 Plaintiff did not write any code or engage in “design, development, documentation, analysis, creation,
6 testing, or modification of computer systems or programs.” Nor is Plaintiff involved with the
7 “documentation, testing, creation, or modification of computer programs related to the design of
8 software.” Plaintiff simply speaks with customers and is, therefore, only “consulting with users, to
9 determine hardware, software, or system functional specifications.” The remaining requirements, (a)
10 and (c), are simply not performed and therefore, do not entitle Defendants to classify Plaintiff as
11 exempt. Thus, when Plaintiff worked in excess of eight (8) hours in a workday and/or over forty (40)
12 hours in a workweek, Plaintiff was entitled to premium overtime pay of one-and-one-half times the
13 regular rate of pay for all overtime hours worked, yet Defendants failed to pay applicable overtime
14 wages and minimum wages when Plaintiff exceeded her salary. This also results in a record keeping
15 violation pursuant to Labor Code §§ 1174 and 1174.5.

16 15. As a result of the unlawful acts of Defendants in willfully failing to pay all wages due,
17 Plaintiff has been deprived of wages in amounts to be determined at trial, and is entitled to restitution
18 and recovery of such amounts, liquidated damages, plus interest thereon, attorneys’ fees, and costs,
19 pursuant to Labor Code §§ 1194 and 1194.2.

20 Wherefore, Plaintiff requests relief as described below.

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IV.

SECOND CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE § 226.7; IWC WAGE ORDER 4-2001)

16. Plaintiff incorporates paragraphs 1 through 15 of this Complaint as though fully set forth herein.

17. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in Labor Code § 226.7.

18. Plaintiff was routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but was not paid premium wages of one hour's pay for each missed rest period. Defendants simply did not authorize Plaintiff to take any rest breaks due to her misclassification, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001.

19. Pursuant to Labor Code § 226.7, Plaintiff seeks the payment of all rest period compensation which she is owed for no less than four years preceding the filing of this Action, according to proof.

Wherefore, Plaintiff requests relief as described below.

V.

THIRD CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(LABOR CODE §§ 226.7, 512, 1174, AND 1174.5; IWC WAGE ORDER 4-2001)

20. Plaintiff incorporates paragraphs 1 through 19 of this Complaint as though fully set forth herein.

21. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in Labor Code §§ 226.7 and 512.

22. Plaintiff was routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely,

1 uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but was not
2 paid premium wages of one hour's pay for each missed first or second meal period. Defendants
3 simply did not authorize meal periods for Plaintiff due to her misclassification as an exempt
4 employee. Oftentimes, if at all, Plaintiff did not take a meal period during her shift as Plaintiff was
5 too busy to take meal periods, and Defendants did not make them available. Nor did Defendants
6 maintain any records showing the start and stop time for meal periods since they did not authorize
7 them (and therefore, did not track them). This is a direct violation of Labor Code §§ 226.7, 512,
8 1174, and 1174.5.

9 23. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal
10 period compensation which she is owed for no less than four years preceding the filing of this Action,
11 according to proof.

12 Wherefore, Plaintiff requests relief as described below.

13 **VI.**

14 **FOURTH CAUSE OF ACTION**

15 **PLAINTIFF AGAINST ALL DEFENDANTS**

16 **FAILURE TO TIMELY PAY WAGES DUE UPON SEPARATION OF EMPLOYMENT**

17 **(LABOR CODE §§ 201-203)**

18 25. Plaintiff incorporates paragraphs 1 through 24 of this Complaint as though fully set
19 forth herein.

20 26. California Labor Code § 201 and § 202 require Defendants to pay employees all wages
21 due within 72 hours after resignation of employment or the day of termination of employment. Labor
22 Code § 203 provides that if an employer willfully fails to timely pay such wages, the employer must,
23 as a penalty, continue to pay the subject employee's daily wages until the back wages are paid in full
24 or an action is commenced. The penalty cannot exceed 30 days of wages.

25 27. Defendants paid Plaintiff her final wages beyond the time frames set forth in Labor
26 Code §§ 201, 202, in violation of Labor Code § 203. As stated above, Plaintiff was not paid all wages
27 due during the course of her employment, and as a result of this failure, she was not timely paid all
28 wages due at the separation of her employment.

28. As a consequence of Defendants' willful conduct in not paying wages owed timely upon separation of employment, Plaintiff is entitled to 30 days' wages as a penalty under Labor Code § 203 for Defendants' failure to timely pay legal wages at separation of employment.

Wherefore, Plaintiff requests relief as described below.

VII.

FIFTH CAUSE OF ACTION

PLAINTIFF AGAINST ALL DEFENDANTS

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

(LABOR CODE § 226(a), (e))

29. Plaintiff incorporates paragraphs 1 through 28 of this Complaint as though fully set forth herein.

30. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must provide an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer..., and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

31. Defendants failed to provide Plaintiff with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a). Plaintiff was not paid all wages due, as stated above. As such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code

1 § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates
2 in effect during the pay period and the corresponding number of hours worked, in violation of Labor
3 Code § 226(a)(9).

4 32. As a consequence of Defendants' willful conduct in failing to provide Plaintiff with
5 accurate itemized wage statements, Plaintiff has been injured because she was not paid all wages due
6 and is issued wage statements which do not reflect, and fail to state, all information required by Labor
7 Code § 226(a). The missing information cannot be discerned at all from the face of the wage
8 statements themselves. As a result, Plaintiff is entitled to penalties pursuant to Labor Code § 226(e)
9 to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs
10 and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate
11 penalty of \$4,000 per employee, and are entitled to an award of costs and reasonable attorneys' fees
12 pursuant to Labor Code § 226(h).

13 Wherefore, Plaintiff requests relief as described below.

14 **VIII.**

15 **SIXTH CAUSE OF ACTION**

16 **PLAINTIFF AGAINST ALL DEFENDANTS**

17 **UNFAIR COMPETITION PURSUANT TO**

18 **BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

19 33. Plaintiff incorporates paragraphs 1 through 32 of this Complaint as though fully set
20 forth herein.

21 34. This is an Action for Unfair Business Practices. Plaintiff brings this claim pursuant to
22 Business & Professions Code § 17200 *et seq.* The conduct of all Defendants as alleged in this
23 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff. Plaintiff seeks to
24 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure
25 § 1021.5.

26 35. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204,
27 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
28 appropriate equitable relief.

1 36. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
2 practices.

3 37. Wage and hour laws express fundamental public policies. Properly providing
4 employees with all wages due is a fundamental public policy of this State and of the United States.
5 Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor
6 standards, to ensure that employees are not required or permitted to work under substandard and
7 unlawful conditions, and to protect law-abiding employers and its employees from competitors who
8 lower their costs by failing to comply with minimum labor standards.

9 38. Defendants have violated statutes and public policies. Through the conduct alleged
10 in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
11 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
12 business practices in violation of Business & Professions Code § 17200 *et seq.* depriving Plaintiff and
13 all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

14 39. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
15 §17200 *et seq.* of the Business & Professions Code.

16 40. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise
17 of reasonable care should have known that the conduct was unlawful. As such, it is a violation of §
18 17200 *et seq.* of the Business & Professions Code.

19 41. As a proximate result of the above-mentioned acts of Defendants, Plaintiff has been
20 damaged in a sum as may be proven.

21 42. Unless restrained by this Court, Defendants will continue to engage in the unlawful
22 conduct, as alleged above. Pursuant to Business & Professions Code § 17200 *et seq.*, this Court
23 should make such orders or judgments, including the appointment of a receiver, as may be necessary
24 to prevent the use or employment, by Defendants, its agents, or employees, of any unlawful or
25 deceptive practice prohibited by the Business & Professions Code, and/or, including but not limited
26 to, disgorgement of profits which may be necessary to restore Plaintiff the money Defendants have
27 unlawfully failed to pay.

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IX.

SEVENTH CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1174, 1174.5, AND 1194, AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 226.3 AND 558**

43. Plaintiff incorporates paragraphs 1 through 42 of this Complaint as though fully set forth herein.

44. As a result of the acts alleged above, including the Labor Code violations set forth herein, Plaintiffs seek penalties pursuant to Labor Code § 2698 *et seq.* on behalf of herself and Aggrieved Employees.

45. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, and 1194; and
- b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 226.3 and 558.

46. Penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

47. On February 20, 2026, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of February 20, 2026. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

RELIEF REQUESTED

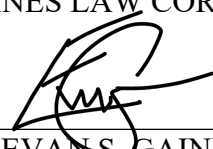
WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages pursuant to Labor Code §§ 510 and 1194 in the amount of all unpaid wages due to Plaintiff;
2. For liquidated damages pursuant to Labor Code § 1194.2 in the amount of all unpaid minimum wages due to Plaintiff;
3. For compensatory damages in the amount of one hour of wages for each day on which a meal and/or rest period was not properly provided to Plaintiff, pursuant to Labor Code § 226.7;
4. For penalties pursuant to Labor Code § 226(e);
5. For penalties pursuant to Labor Code §§ 201-203;
6. An award of prejudgment and post-judgment interest;
7. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*;
8. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
9. An award providing for payment of costs of suit pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law;
10. An award of attorneys' fees pursuant to Labor Code §§ 226(h), 1194, 2699(g)(1), and other applicable law; and
11. Such other and further relief as this Court may deem just and proper.

Dated: April 27, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By: 
EVAN S. GAINES
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

Dated: April 27, 2026

Respectfully submitted,

GAINES LAW CORPORATION

By:



EVANS S. GAINES

Attorneys for Plaintiff