

## **SETTLEMENT AGREEMENT AND WAGE & HOUR RELEASE**

This SETTLEMENT AGREEMENT AND WAGE & HOUR RELEASE (“Settlement or “Agreement”) is made by Plaintiff Sofia Pandealea (“Plaintiff” or “Pandealea”) and Atlassian US, Inc. (“Defendant” or “Atlassian”) (Plaintiff and Atlassian are, collectively, referred to as the “Parties”), to settle the claims asserted in Plaintiff’s Representative Action Complaint (the “Action”) based on the terms of this Agreement.

### **RECITALS**

**WHEREAS**, on or around February 20, 2026, Plaintiff submitted a notice pursuant to the California Private Attorneys General Act of 2002 (“PAGA”) to the California Labor & Workforce Development Agency (“LWDA”) alleging she was misclassified under the computer software employees exemption, which resulted in a broad range of wage and hour claims, including but not limited to, an alleged failure to pay all wages owed and failure to provide compliant meal and rest breaks.

**WHEREAS**, on or about February 20, 2026, Plaintiff filed her Individual and Representative Action Complaint entitled *Sofia Pandealea v. Atlassian US, Inc.* in Santa Clara Superior Court (case no. 26CV492752) (the “Action”) alleging identical claims, including: (1) failure to pay all wage due; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to provide meal periods of compensation in lieu thereof; (4) failure to timely pay wages due upon separation of employment; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) violations of business and professions code § 17200; and (7) civil penalties pursuant to PAGA.

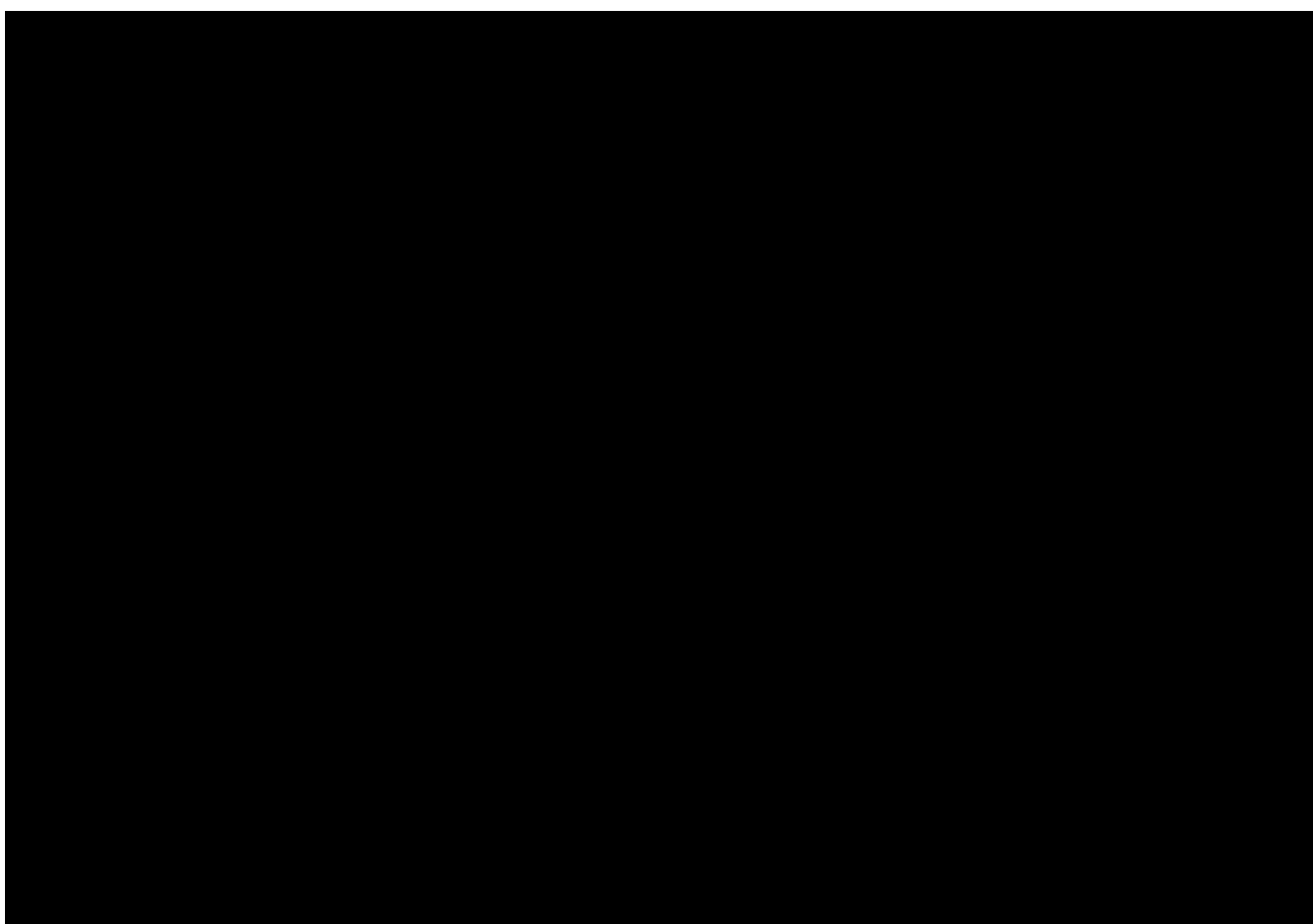
**WHEREAS**, Atlassian has denied, and continues to deny, that it has violated any applicable laws or acted improperly in any way and, therefore, denies any and all liabilities arising out of any claim that has or may have been made by Plaintiff against Atlassian;

**WHEREAS**, the Parties now desire to settle, fully and finally, all claims that Plaintiff individually asserted in the Action, or could have asserted in the Action on the terms set forth in this Agreement, including without limitation, any and all claims for Plaintiff’s alleged misclassification, missed meal periods, missed rest breaks, unpaid wages, miscalculation of wages, unpaid minimum wage, miscalculation of overtime, unpaid overtime, inaccurate or incomplete wage statements, untimely payment of wages, damages, and penalties under federal and state wage and hour laws.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants and promises set forth below, the Parties hereto, intending to be legally bound hereby, agree as follows:

### **TERMS OF AGREEMENT**

1. **Recitals.** The above Recitals are incorporated into this Agreement as if set forth fully herein.



3. Tax Consequences. Plaintiff acknowledges and agrees that Plaintiff is solely responsible and agrees to release and hold Atlassian harmless for any and all potential and/or actual tax consequences related to Plaintiff's share of payroll taxes that result from this Agreement. The payments referenced above in Section 2(a) and (b) relative to Plaintiff are apportioned 20% to wages and 80% to non-wage, liquidated damages. Plaintiff also acknowledges that she has not relied on any statements or representations by Atlassian, or its attorneys, with respect to the tax treatment of the payments described in Section 2. If any taxing body determines that the tax treatment was incorrect and that greater amounts should have been withheld from any payment above (or any part thereof), Plaintiff acknowledges and assumes all responsibility for paying those amounts and further agrees to indemnify and hold Atlassian harmless for payment of any additional taxes and any interest and penalties thereon.

4. Timing of Payment. Atlassian's obligation to make the payments pursuant to Section 2 of this Agreement above shall become due within thirty (30) calendar days after the latest in time of the following events: (i) counsel for Atlassian receives this Agreement fully executed by Plaintiff; (ii) counsel for Atlassian receives wiring instructions from Plaintiff, wiring instructions from Plaintiff's Counsel, confirmation that Plaintiff's previous W-4 is up to date and accurate, a completed Form W-9 from Plaintiff, a completed Form W-9 from Plaintiff's Counsel, a voided check from Plaintiff, and a voided check from Plaintiff's Counsel; and (iii) the revocation

period referenced in Section 14 has passed without Plaintiff revoking the Agreement as to the waiver.

5. Dismissal of the Action

(a) This Agreement is conditioned upon approval of the Court to dismiss without prejudice the representative PAGA claims and with prejudice Plaintiff's individual claims in the Action against Atlassian. The Parties agree that, in the event the Court does not approve the dismissal without prejudice of the representative PAGA claims and with prejudice Plaintiff's individual claims in the Action against Atlassian, this Agreement shall be null and void, but that the Parties agree to work together, in good faith, to do everything necessary to obtain approval and to cure any issues that may have caused the Court to initially deny approval.

(b) Within five (5) calendar days of Plaintiff and her counsel receiving the Settlement Sum outlined in Section 2, Plaintiff's Counsel will file a the dismissal with Santa Clara Superior Court (case no. 26CV492752) o. Plaintiff understands and acknowledges that the dismissal of her individual claims is without further assessment of attorneys' fees and costs. Atlassian will not oppose Plaintiff's Request and will reasonably cooperate to ensure the representative PAGA claims are dismissed without prejudice.

6. Release and Waiver. In exchange for and, as a condition precedent to receipt of the Settlement Sum under the terms of this Agreement, Plaintiff, on behalf of herself and her heirs, representatives, successors, assigns, and attorneys, shall fully and finally release and discharge Atlassian US, Inc., including its direct and indirect parents, divisions, subsidiaries, affiliates, investors, predecessors, and successors, and each of their current and former owners, equity holders, directors, officers, members, fiduciaries, employees, attorneys, representatives, insurers, and agents (the "Releasees") from all past or present claims of any type up to date, known or unknown, suspected or unsuspected, to the fullest extent allowed by law, related to or arising from Plaintiff's employment with Atlassian or termination thereof, including but not limited to: (1) claims related to pay, compensation, benefits, backpay, front pay, bonuses, commissions, equity, reimbursed expenses, incentives, insurance, paid/unpaid leave, time off, profit sharing, salary, or separation pay/benefits; (2) violations of the California Labor Code, including any claims for alleged failure to pay minimum wage or overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse for business expenses, wage statement violations, failure to keep adequate or accurate time records, failure to timely pay wages during employment, failure to pay all wages due upon termination of employment, failure to pay in proper format, failure to comply with the Wage Theft Protection Act of 2011, failure to comply with the Healthy Workplace Families Act of 2014, failure to comply with Business and Professions Code sections 17200, 16600, and 16700, failure to comply with Government Code section 12952, failure to provide seating, failure to provide sanitation facilities, failure to properly calculate the regular rate of pay, any claim pursuant to Sections 201, 201.3, 202, 203, 204, 207, 208, 210, 213, 213(d), 218, 218.5, 218.6, 226, 226(a), 226.3, 226.7, 232, 232.5, 256, 432.3, 432.6, 432.7, 510, 512, 512(a), 558, 558.1, 925, 1102.5, 1174, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1199(c), 432.5, 2800, or 2802 of the California Labor Code, or any applicable Wage Orders; (3) any claim for liquidated or multiple damages, waiting time penalties, civil penalties, or restitution damages; (4) claims for compensatory, emotional or

mental distress damages, punitive or liquidated damages, attorneys' fees (other than provided for herein), attorneys' costs (other than provided for herein), interest or penalties; (5) violation of express or implied employment contracts, covenants, promises or duties, intellectual property or other proprietary rights; (6) unlawful or tortious conduct such as assault or battery, background check violations, defamation, detrimental reliance, fiduciary breach, fraud, indemnification, intentional or negligent infliction of emotional distress; (7) interference with contractual or other legal rights, invasion of privacy, misrepresentation, negligence (including negligent hiring, retention or supervision), promissory estoppel, public policy violation, retaliatory discharge, safety violations, posting or records-related violations, wrongful discharge, or other federal, state or local statutory or common law matters; (8) discrimination, harassment or retaliation based on age, benefit entitlement, citizenship, color, concerted activity, disability, ethnicity, gender, gender identity and expression, genetic information, immigration status, income source, jury duty, leave rights, military status, national origin, parental status, protected off-duty conduct, race, religion, retaliation, retaliation in violation of Labor Code sections 96 and 1102.5, sexual orientation, union activity, veteran status, whistleblower claims in court (including under Sarbanes-Oxley, Dodd-Frank, and the False Claims Act), other legally protected status or activity; and (9) violations of the Fair Employment Housing Act (the "FEHA"), or any allegation that payment under this Agreement was affected by any such discrimination, harassment or retaliation, negligent and intentional infliction of emotional distress; as well as participation as a class member in any class, collective, or representative action against any Releasee for any of the above Released Claims (collectively, the "Released Claims").

Plaintiff may hereafter discover facts in addition to or different from those Plaintiff now knows or believes to be true with respect to the subject matter of the Released Claims. However, Plaintiff shall be deemed to have, and by operation of this Agreement, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed from the past until the full execution of this Agreement, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff forever shall be barred from accepting, joining, or instituting any suit, class action, collective action, administrative claim, or other claim of any sort or nature whatsoever against the Releasees, concerning, related to, or arising from her employment with Atlassian or termination thereof.

7. Release of Unknown Claims. Except as specifically excluded in Section 9, this Agreement covers and includes all other claims that Plaintiff may have against the Releasees, whether actually known or not known, despite the fact that California Civil Code Section 1542 may provide otherwise. Plaintiff expressly and specifically waives all rights and benefits available under the provisions of California Civil Code Section 1542 and does so understanding the significance of this specific waiver. California Civil Code Section 1542 provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES  
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER  
FAVOR AT THE TIME OF EXECUTING THE RELEASE,  
AND IF KNOWN BY HIM OR HER WOULD HAVE**

**MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR OR RELEASED PARTY.**

8. Non-Released Claims. The Released Claims exclude any claims arising out of incidents that occur after the date of the Agreement's execution and any claims this Agreement cannot waive as a matter of law, such as any claims to workers' compensation or unemployment benefits, or any right Plaintiff might have to file a charge with or participate in an investigation conducted by the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or similar agency.

9. Retained Rights. Nothing in this Agreement is intended to or shall be interpreted to restrict or otherwise interfere with Plaintiff's right to provide information, assist or participate in any investigation, proceeding, or litigation concerning any administrative claim with any government agency under any law that protects such rights or to file such a claim. However, Plaintiff agrees to give up any money or other personal benefit – directly from Atlassian – from any such claim or litigation asserting wage-and-hour claims and arising out of any incident that occurred prior to the date Plaintiff signs this Agreement, except if prohibited by law.

10. Each Party to Bear Its Own Attorneys' Fees and Costs. The payments outlined in Section 2 of this Agreement include any and all attorney's fees costs, and no other attorneys' fees and costs are due or payable by either party.

11. No Admission of Liability. The Parties agree that Atlassian, in settling this Action, expressly denies liability or wrongdoing of any kind associated with the claims asserted by Plaintiff, and that Atlassian enters into this Agreement solely for purposes of avoiding the costs and disruption of ongoing litigation and to settle any and all outstanding claims in the Action. This Agreement shall not in any way be construed as an admission by Atlassian that it acted wrongfully or illegally with respect to Plaintiff or that Plaintiff has any rights whatsoever against Atlassian, and Atlassian specifically disclaims any liability to or wrongful acts against Plaintiff on the part of Atlassian and the Releasees. This Agreement is a settlement document and shall be inadmissible as evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

12. Covenant Not to Sue. Plaintiff promises and covenants not to sue Atlassian and any other released entity in court or in any other forum for any past or present Claims covered by this Agreement to the fullest extent allowed by law. This promise not to sue is separate from, and in addition to, Plaintiff's release of claims described Sections 6 and 7 of this Agreement.

13. OWBPA/Age Discrimination in Employment Act ("ADEA") Release. Plaintiff has read and agrees with the following:

- a. She has had a reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them;
- b. She has carefully read and fully understands all of the provisions of this Agreement;

- c. She has been advised, and is hereby advised in writing, to speak with an attorney of her choosing, has consulted with a lawyer, and is receiving benefits under this Agreement which she would not otherwise be entitled to by law;
- d. She is, through this Agreement, releasing any and all claims under the Released Claims that she may have against the Releasees, including but not limited to any claims she may have under the ADEA or Older Workers Benefit Protection Act; and
- e. She knowingly and voluntarily agrees to all of the terms set forth in this Agreement.

14. Time to Consider and Revoke. Plaintiff is hereby advised that she has twenty-one (21) calendar days to consider this Agreement as to the ADEA waiver before signing it and that she has seven (7) calendar days from the date on which she signs the Agreement to revoke the Agreement. Any revocation of this Agreement as to the ADEA waiver must be in writing and delivered via email to Atlassian's counsel, using the contact information in Section 30, no later than the close of business on the seventh (7th) day following her execution of this Agreement. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired. Plaintiff agrees and acknowledges that if she timely revokes this Agreement as to the ADEA waiver, the ADEA waiver shall not be effective, but there is separate and adequate consideration supporting the remaining provisions of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement among these Parties relating to any and all matters addressed in the Agreement, and all prior or contemporaneous negotiations, agreements, understandings, representations, and statements, whether oral or written and whether by one of the Parties or such Parties' legal counsel shall be deemed merged into this Agreement. No rights hereunder may be waived or modified except in a writing signed by all Parties.

16. Retention Of Jurisdiction. The Parties agree that the Santa Clara Superior Court shall maintain jurisdiction over this matter in order to enforce the provisions of this Agreement pursuant to California Code of Civil Procedure § 664.6. Pursuant to Evidence Code sections 1119-23, the Parties specifically agree that: (1) this Agreement is admissible as evidence and subject to disclosure in enforcement proceedings only; (2) all of the material terms of the Agreement are set forth herein; (3) the court is to retain jurisdiction during the performance of the terms of this Agreement; (4) this Agreement is enforceable under Code of Civil Procedure § 664.6. The prevailing party on any action to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

17. Cooperation And Drafting.

(a) Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Agreement.

(b) The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary to effectuate this Agreement and the terms set forth herein.

18. Invalidity Of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement as valid and enforceable.

19. Circular 230 Disclaimer. Each Party to this Agreement acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers regarding this Agreement, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) each Party (A) has relied exclusively upon his, her or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Agreement, (B) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any other Party, and (C) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on that Party.

20. Publicity & Non-Disparagement.

(a) Plaintiff will not directly or indirectly make or publish any statements that are defamatory or maliciously false about Atlassian. Plaintiff further agrees not to encourage or assist in any litigation against Atlassian or any of the Releasees, except insofar as Plaintiff's testimony is a factual disclosure or testimony protected by the law.

(b) Plaintiff's Counsel also agrees that they will not make any non-privileged statements regarding the terms of the settlement or post it on its websites or in social media postings. Nothing shall bar Plaintiff's Counsel from communicating about the settlement with its client or in the Action or disclosing the fact of their representation of its client in this matter.

21. Confidentiality. Plaintiff represents and hereby agrees that, except to the extent required to obtain a dismissal of the Action in conformity with this Section, she will keep the terms, amount, and fact of this Agreement completely confidential, and that she will not hereafter disclose any information concerning this Agreement to anyone; provided, however, that Plaintiff may make such disclosure to her immediate family (spouse and children only) and professional

representatives (e.g., attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided in this Section, each individual shall first be informed of and agree to be bound by this confidentiality provision, or other such disclosures required by law to enforce this Agreement. Plaintiff further agrees that if anybody asks her about the Action and/or about the allegations and claims relating in any way to the matters released herein, Plaintiff will respond only by stating words to the effect of: "The matter has been resolved, and the resolution is confidential."



Plaintiff also understands and acknowledges that nothing in Sections 20 and 21 or this Agreement is intended to interfere with Plaintiff's right to engage in protected concerted activity under the National Labor Relations Act or under any other laws regarding non-disparagement and confidentiality, nor prevent the disclosure of factual information regarding an act of sexual assault, sexual harassment, or workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination, or an act of retaliation against a person for reporting or opposing harassment or discrimination.

22. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

23. Breach. The prevailing party on any action to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

24. Neutral Reference. Atlassian agrees that if it receives a request for an employment reference from a prospective employer of Plaintiff, Atlassian shall only provide the prospective employer with information regarding Employee's job titles and dates of employment with the Company.

25. Severability. Should any provision of this Agreement be determined by the Court to be illegal, invalid, unenforceable, or fail to gain approval or confirmation for any reason, the Parties shall negotiate in good faith in an effort to modify the Agreement by substituting a new provision for the provision that a court of competent jurisdiction rejected that is as close as possible to the original provision and is acceptable.

26. Inadmissibility of Agreement. It is further agreed that no part of this Agreement will be used (or admitted into evidence) in any legal proceeding, except: (i) to enforce this Agreement; (ii) for use in workers' compensation or unemployment proceedings; or (iii) to establish Plaintiff's affirmations or warranties contained in this Agreement.

27. Binding Effect. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

28. No Waiver. The failure to insist upon compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

29. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute one agreement. Facsimile or electronic signatures shall be accepted in effectuating this Agreement.

30. Notice To The Parties. Unless otherwise stated herein, any notice to the Parties required or provided for under this Agreement will be in writing and may be sent by electronic mail, hand delivery, or U.S. Mail, postage prepaid, as follows:

If To Plaintiff's Counsel:  
Evan Gaines  
GAINES LAW CORPORATION  
4550 E Thousand Oaks Blvd.  
Suite 100  
Westlake Village, CA 91362  
Email: evan@gaines.law

If To Atlassian's Counsel:  
Daniel D. Spencer  
Duane Morris LLP  
805 South Figueroa Street  
Suite 3100  
Los Angeles, CA 90017  
Email: ddspencer@duanemorris.com

31. Other Representations. Plaintiff agrees that:

- (a) Plaintiff was given a reasonable period of time to consider this Agreement;
- (b) Plaintiff was advised in writing, by getting a copy of this Agreement, to consult with an attorney before signing below;
- (c) Plaintiff is not otherwise entitled to the consideration described in Section 2; and
- (d) Plaintiff is signing this Agreement knowingly and voluntarily without any form of duress or coercion.

**THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT AND ACCEPT AND AGREE TO THE PROVISIONS CONTAINED HEREIN, AND HEREBY EXECUTE IT KNOWINGLY AND VOLUNTARILY AND WITH FULL UNDERSTANDING OF ITS CONSEQUENCES.**

**Plaintiff Sofia Pandealea**



08 / 11 / 2026

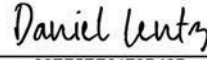
Sofia Pandealea

Date

**Defendant Atlassian US, Inc.**

Signed by:

By:



August 11, 2026

06EF5EE8173B49B...

Date

Name: Daniel Lentz

Title: Daniel Lentz, Dir of Emp Law