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VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Jennifer Clise (“**Claimant**”) with respect to Claimant’s claims against Outside Interactive, Inc. (“**Respondent**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Claimant and to all current and former employees of Respondent who have worked for Defendant in the State of California. Claimant has suffered each of the Labor Code and Wage Order violations asserted herein.

SUMMARY OF FACTS

Claimant Jennifer Clise worked for Respondents Outside Interactive, Inc. and related entities that operate several media brands, including Yoga Journal. Claimant began performing work for Respondents in approximately August 2023 as a Social Media Content Editor responsible for managing and publishing content across Respondents’ digital platforms.

From the outset of her engagement, Respondents classified Claimant as an independent contractor and paid her on a Form 1099 basis. Claimant was paid approximately \$25 per hour. Despite this classification, the nature of Claimant’s work and Respondents’ control over



that work functioned as a typical employment relationship rather than an independent contractor arrangement.

Claimant worked continuously for Respondents for approximately two and a half years. During this time, Claimant performed ongoing operational work integral to Respondents' media business. Claimant was responsible for managing and posting social media content for Yoga Journal and related brands on a daily basis. Her work required her to collaborate regularly with Respondents' editorial, audience development, and social media teams and to follow Respondents' internal workflows and content strategies.

Claimant's work was directed and controlled by multiple managers within the company. Claimant regularly attended company meetings, participated in internal communications, and was required to use Respondents' internal systems and platforms, including Slack, Asana, Google Drive, and other company tools used by staff employees. Claimant was expected to coordinate with team members, participate in planning and reporting processes, and carry out assignments consistent with Respondents' editorial and audience strategy.

Claimant typically worked five to six days per week and was required to post social media content on a daily basis. Although Respondents characterized the role as a twenty-hour-per-week contractor engagement, Claimant frequently worked more than twenty hours per week in order to meet the company's posting schedules and performance expectations.

In addition, Claimant performed work using her own equipment and resources, including her personal laptop, internet connection, and mobile phone, for which Respondents did not provide reimbursement.

Over the course of her engagement, Claimant became increasingly concerned that Respondents had improperly classified her as an independent contractor. Claimant raised concerns internally on multiple occasions regarding both the classification of her role and issues related to compensation and hours worked.

In approximately December 2025, after having previously raised the issue with her direct managers several times, Claimant escalated her concerns to Respondents' Human Resources department. Claimant explained that the nature of her work resembled an employee role rather than an independent contractor relationship and asked Respondents to reconsider the classification.

Following these communications, Respondents acknowledged that the structure of the role was more consistent with employment and converted Claimant to a temporary employee



classification effective January 2026. Claimant signed onboarding paperwork and began logging her time through Respondents' internal payroll and HR systems.

However, Claimant's employment under this new classification lasted only approximately two months. On or about March 5, 2026, Respondents informed Claimant that her role was being eliminated and terminated her employment. The company represented that Claimant's position was eliminated effective March 5, 2026.

Claimant was the only individual performing this work who was terminated, and Respondents indicated that the work she had been performing would continue to be handled by contractors or other personnel.

Claimant alleges that Respondents' actions—including the decision to terminate her shortly after she repeatedly raised concerns about misclassification—constitute unlawful retaliation for opposing employment practices she reasonably believed violated California law.

SUMMARY OF CLAIMS

Claimant alleges that Respondents engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Respondent has violated California's wage and hour laws by:

a) **Willful Misclassification:** Respondent has engaged in the willful misclassification of the Aggrieved Employees as independent contractors in violation of Labor Code 226.8(a)(1), and has charged those Aggrieved Employees (or made deductions from their compensation) for purposes that would have violated the law if the individuals had not been misclassified in violation of Labor Code 226.8(a)(2).

b) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.

c) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.

d) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.



e) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.

f) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

g) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.

h) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.

i) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Claimant has suffered the violations alleged herein. This notice is based on the facts currently known to Claimant and is made without prejudice to Claimant's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Outside Interactive, Inc. - *via Certified Mail/Return Receipt Requested*