



WORKERS' ADVOCATE LAW GROUP

A PROFESSIONAL CORPORATION

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July 23, 2026

VIA LWDA ONLINE FILING

California Labor and Workforce Development Agency
PAGA Unit

VIA U.S. MAIL AND EMAIL

FA World Entertainment, Inc. d/b/a Fucking Awesome
6556 Hollywood Boulevard
Los Angeles, CA 90028

Re: PAGA Claim Notice of Labor Code Violations - Aggrieved Employee: Kaytlin Martin - Employer: FA World Entertainment, Inc. d/b/a Fucking Awesome

To the Labor and Workforce Development Agency and FA World Entertainment, Inc.
d/b/a Fucking Awesome:

This Please accept this notice under the Labor Code Private Attorneys General Act, Labor Code section 2698 et seq., on behalf of Kaytlin Martin and all other aggrieved current and former employees of FA World Entertainment, Inc. d/b/a Fucking Awesome.

Kaytlin Martin was employed by FA World Entertainment, Inc. d/b/a Fucking Awesome in its Los Angeles office from approximately early 2024 through January 21, 2026. During her employment, Ms. Martin performed design-related work, including apparel and accessory design, product concept work, product launch work, campaign-related work, and other design department duties.

This notice concerns violations of the California Labor Code and applicable wage order requirements, including failure to pay overtime, failure to pay all wages for all hours worked, failure to pay all wages due at termination, failure to provide accurate itemized wage statements, failure to maintain accurate payroll and time records, and sex-based pay discrimination.

Ms. Martin was initially paid on an hourly basis. Before September 11, 2025, her pay records reflected substantial overtime, including approximately 110.7 overtime hours across multiple pay periods in 2024 and 2025. On or about September 11, 2025, FA converted Ms. Martin from hourly to salaried status and set her annual compensation at approximately \$38,480, equivalent to approximately \$18.50 per hour at 40 hours per week.

The September 11, 2025 salary conversion did not change Ms. Martin's job title, duties, responsibilities, authority, discretion, or actual job functions in any material way. FA did not provide a new job description at the time of the conversion. FA did not provide any written overtime policy, timekeeping procedure, overtime logging mechanism, or instruction for how a non-exempt salaried employee should record, report, or obtain payment for overtime hours. Ms. Martin continued performing non-exempt work and continued working hours in excess of 8 hours per day and 40 hours per week after the conversion.

FA later admitted through counsel that Ms. Martin was eligible for overtime pay at all times and held a non-exempt salaried position. Despite that admission, FA did not pay Ms. Martin all overtime wages owed after the September 11, 2025 salary conversion through the end of her employment on January 21, 2026.

FA failed to pay Ms. Martin all wages due and owing upon termination, including unpaid overtime wages accrued during the salary-conversion period. Ms. Martin's employment ended on or about January 21, 2026, and FA did not timely pay all wages owed at separation.

FA also failed to provide accurate itemized wage statements. After the salary conversion, FA's wage statements did not accurately reflect Ms. Martin's actual hours worked, applicable overtime rates, gross wages earned, net wages earned, and overtime wages owed. Because FA did not accurately track or report her overtime hours after the conversion, its wage statements were inaccurate and incomplete.

FA further failed to maintain accurate payroll and time records for Ms. Martin after the salary conversion. FA's failure to maintain accurate timekeeping and payroll records prevented accurate calculation and payment of overtime and other wages owed.

Ms. Martin also performed substantially similar work to male designers under similar working conditions requiring substantially similar skill, effort, and responsibility, but she was paid substantially less than male employees performing comparable work. Upon information and belief, male designers were paid more than Ms. Martin for substantially similar work, and retained male designers received raises at or around the time Ms. Martin was terminated.

Upon information and belief, FA's wage, hour, payroll, timekeeping, recordkeeping, and compensation practices affected other current and former aggrieved employees, including employees who were not paid all overtime or wages owed, were not paid all final wages at separation, were not provided accurate itemized wage statements, and/or were affected by inaccurate payroll and time records.

The Labor Code provisions violated include, without limitation, Labor Code sections 201, 202, 203, 204, 226, 226.3, 510, 558, 1174, 1194, 1197.5, 1198, and 2698 et seq., as well as applicable Industrial Welfare Commission Wage Order provisions.

FA's violations include, without limitation:

1. Failing to pay overtime wages for hours worked over 8 hours in a day, over 40 hours in a week, and/or otherwise compensable overtime hours;
2. Failing to pay all wages for all hours worked;

3. Failing to timely pay all wages due during employment;
4. Failing to timely pay all wages due at termination or separation;
5. Failing to furnish accurate itemized wage statements;
6. Failing to maintain accurate payroll, wage, and time records;
7. Paying Ms. Martin less than male employees performing substantially similar work; and
8. Violating applicable wage order requirements incorporated through the Labor Code.

Ms. Martin seeks civil penalties under PAGA on behalf of herself, the State of California, and all other aggrieved current and former employees for FA's Labor Code and wage order violations. Ms. Martin also seeks all available attorneys' fees, costs, interest, penalties, and other relief permitted by law.

This notice is intended to satisfy Labor Code section 2699.3. Ms. Martin reserves the right to amend, supplement, or expand this notice based on additional facts, records, testimony, payroll data, timekeeping data, wage statements, personnel records, discovery, investigation, or information obtained from FA World Entertainment, Inc., the LWDA, or other sources.

Nothing in this notice should be construed as a waiver of any claim, penalty, remedy, theory of liability, or right available to Ms. Martin, the State of California, or any aggrieved employee.

Sincerely,

/s/Samy Harmoush

Samy M. Harmoush, Esq.

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