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Filed
March 30, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV433095
By: CRoman



SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

CHRISTIE COMBS, an individual, on behalf
of herself, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

INSOMNIA COOKIES, LLC, a Delaware
corporation, SERVE U BRANDS, INC., a
New York Corporation; and DOES 1 through
50, inclusive;

Defendants

Case No: 24CV433095

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT AND JUDGMENT**

Date: March 18, 2026

Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

1 Plaintiff Christie Combs (“Plaintiff”) moves for approval of the settlement of Plaintiff’s
2 claims under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to
3 California Labor Code § 2699(l), against Insomnia Cookies, LLC and Serve U Brands, Inc.
4 (“Defendants”).

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as a private attorneys general with respect to the PAGA claims
7 being released under the terms of the Joint Stipulation of PAGA Settlement (“Settlement
8 Agreement”). The California Labor Workforce Development Agency (“LWDA”) was provided
9 with notice of the settlement and the motion for approval of the settlement via its online process
10 and no objection has been received to the settlement or the motion from the LWDA. The Parties
11 seek approval of the settlement of Plaintiff’s PAGA claims and the Gross Settlement Amount to be
12 paid as part of the settlement as set forth in the Joint Stipulation of PAGA Settlement, which was
13 filed with the Court concurrently with the Motion for PAGA Approval. The PAGA settlement
14 provides for a Gross Settlement Amount in the total sum of \$419,000.00, which includes the Net
15 Settlement Amount, PAGA Counsel Fees in the amount of \$139,666.67, reimbursed litigation
16 expenses in the amount of up to \$18,619.67, an Enhancement for Plaintiff in the amount of
17 \$10,000.00 and a Settlement Administration Costs estimated in the amount of \$6,590.00. The Net
18 Settlement Amount is the amount remaining from the Gross Settlement Amount after the deduction
19 of the Settlement Administration Costs, PAGA Counsel Fees and Costs, Enhancement Payment and
20 Payment to the LWDA. The Administrator will be Apex Class Action LLC. If a PAGA Member
21 does not cash his or her Individual Payment Check within one hundred and eighty (180) calendar
22 days, the value of any checks uncashed more than one hundred and eighty (180) days after mailing
23 shall be paid the check remains uncashed by the expiration of the 180-day period, the Settlement
24 Administrator shall transmit the funds represented by such checks to the State of California
25 Controller’s Office—Unclaimed Property Fund in the name of the respective Aggrieved Employee.
26 The Court approved the Gross Settlement Amount and the distributions of the Gross Settlement
27 Amount as set forth above.
28

1 The Court, having reviewed the evidence and papers submitted and argument of counsel,
2 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
3 PAGA settlement as set forth in the Settlement Agreement and the Gross Settlement Amount, which
4 shall be allocated and paid out as set forth in the Settlement Agreement. The Settlement Agreement
5 defines “Aggrieved Employees” as all non-exempt employees who are or previously were
6 employed by Defendants and performed work in California during the PAGA Period. The
7 Settlement Agreement also defines the “PAGA Period” as the period commencing on January 22,
8 2024 and ending on June 29, 2025. Upon entry of Judgment and funding in full of the PAGA
9 Settlement by Defendants, the State of California, the LWDA, Plaintiff and the Aggrieved
10 Employees shall release the Released Parties, which means Defendants and each of their past,
11 present, and/or future, direct or indirect, officers, directors, members, managers, employees, agents,
12 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
13 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers,
14 including but not limited to Krispy Kreme Doughnut Corporation (“Released Parties”), from the
15 Released PAGA Claims, which include any and all claims for the recovery of civil penalties,
16 attorneys’ fees and costs permissible under PAGA, which Plaintiff and the LWDA had, or may
17 claim to have, against Released Parties, based on the violations alleged in the Operative Complaint
18 and/or PAGA Notice that arise during the PAGA Period, including claims for: unlawful business
19 practices, failure to pay minimum wages in violation of California Labor Code sections 1194, 1197
20 and 1197.1; failure to pay overtime wages in violation of California Labor Code sections 510 et
21 seq; failure to provide required meal periods in violation of California Labor Code sections 226.7
22 and 512 and the applicable IWC wage order; failure to provide required rest periods in violation of
23 California Labor Code sections 226.7 and 512 and the applicable IWC wage order; failure to provide
24 wages when due in violation of California Labor Code sections 201, 202 and 203; failure to provide
25 accurate itemized wage statements in violation of California Labor Code section 226; and failure to
26 reimburse employees for required business expenses in violation of California Labor Code section
27 2802.
28

1 Neither the Settlement Agreement nor the settlement contained therein, nor any act
2 performed or document executed pursuant to or in furtherance of the Settlement Agreement: (i) is
3 or may be deemed to be or may be used as an admission of, or evidence of, the validity of any
4 Released PAGA Claims; or (ii) is or may be deemed to be or may be sued as an admission of, or
5 evidence of, any fault or omission by Defendant or any of the Released Parties in any civil, criminal,
6 or administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
7 any of the Released Parties may file the Settlement Agreement and/or the separate Judgment from
8 this action in any other action that may be brought against it or them in order to support a defense
9 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
10 settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or
11 similar defense or counterclaim.

12 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
13 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
14 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
15 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
16 the distribution of settlement benefits.

17 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
18 **ENTERED ACCORDINGLY.**

19
20 Dated: March 26, 2026


JUDGE OF THE SUPERIOR COURT