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Case #24CV433095
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Attorney for CHRISTIE COMBS
Individually and on behalf of all other similarly situated

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

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

Plaintiff,

v.

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

Defendants.

Case No. 24CV433095

FIRST AMENDED COMPLAINT FOR:

- 1) VIOLATIONS OF THE PRIVATE
ATTORNEYS GENERAL ACT
[LABOR CODE §§ 2698 ET SEQ].

Judge: Hon. Theodore C. Zayner
Dept.: 19

Action Filed: March 14, 2024

Plaintiff CHRISTIE COMBS (“PLAINTIFF”) on behalf of the people of the State of California, and
as an “aggrieved employee” acting as a private attorney general under the Labor Code Private
Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information and belief,
except for her own acts and knowledge which are based on personal knowledge, the following:

INTRODUCTION

1. PLAINTIFF brings this action against DEFENDANTS INSOMNIA COOKIES,
LLC and SERVE U BRANDS, INC., (collectively “DEFENDANTS”) seeking only to recover
PAGA civil penalties on behalf of all current and former non-exempt employees that worked for

1 DEFENDANTS in California during the relevant PAGA period, as defined herein. PLAINTIFF
2 does **not seek to recover anything other than penalties as permitted by California Labor**
3 **Code § 2699.** To the extent that statutory violations are mentioned for wage violations,
4 PLAINTIFF does not seek underlying general and/or special damages for those violations, but
5 simply the civil penalties permitted by California Labor Code § 2699.

6 2. California has enacted the PAGA which permits PLAINTIFF to bring an action on
7 behalf of others for PAGA penalties *only*, which is the precise and sole nature of this action.

8 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANTS'
9 violations under PAGA and solely for the relief as permitted by PAGA that is, penalties and any
10 other relief the Court deems proper pursuant to PAGA. Nothing in this complaint should be
11 constructed as attempting to obtain any relief that would not be available in a PAGA-only action.

12 4. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
13 decreased their employment-related costs by systematically violating California wage and hour
14 laws.

15 5. DEFENDANTS' systematic pattern of wage and hour and IWC Wage Order
16 violations toward PLAINTIFF and other aggrieved employees in California include, *inter alia*:

- 17 a. Failure to provide compliant meal and rest periods;
- 18 b. Failure to allow employees to take duty-free meal and rest periods;
- 19 c. Failure to pay all minimum, regular and overtime wages;
- 20 d. Failure to correctly calculate the regular rate of pay;
- 21 e. Failure to pay for all hours worked;
- 22 f. Failure to maintain true and accurate records;
- 23 g. Failure to reimburse for required business expenses;
- 24 h. Failure to provide accurate itemized wage statements; and
- 25 i. Failure to timely pay wages due during, and upon termination of employment.

26 6. PLAINTIFF reserves the right to name additional representatives throughout the
27 State of California.

28 ///

1 ///

2 **THE PARTIES**

3 1. Defendant Insomnia Cookies, LLC (“INSOMNIA COOKIES”) is a Corporation
4 that at all relevant times mentioned herein conducted and continues to conduct substantial
5 business in the state of California.

6 2. INSOMNIA COOKIES operates a chain of retail bakeries in California.
7 DEFENDANT’s bakeries also provide a delivery service for its customers and, in the same vein,
8 employees delivery drivers as part of its business model. INSMONIA operates eighteen retail
9 stores throughout the State of California.

10 3. Defendant SERVE U BRANDS, INC. (“SERVE U BRANDS”) is a corporation that
11 is the parent company of INSOMNIA COOKIES.

12 4. Together INSOMNIA COOKIES and SERVE U BRANDS will be identified
13 hereinafter as “DEFENDANTS”.

14 5. PLAINTIFF was employed by DEFENDANTS in California from September 18,
15 2018 and June 20, 2022 and was all times classified by DEFENDANTS as a non-exempt
16 employee, paid on an hourly basis, and entitled to legally required meal and rest periods and
17 payment of minimum and overtime wages due for all time worked.

18 6. DEFENDANTS were PLAINTIFF’S employers or persons acting on behalf of
19 PLAINTIFF’S employer, within the meaning of California Labor Code § 558, who violated or
20 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
22 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
23 at all relevant times.

24 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
25 the requirements and exhaust the administrative procedures under the Private Attorney General
26 Act, bring this Representative Action on behalf of the State of California with respect to
27 themselves and all individuals who are or previously were employed by Defendant in California
28 and classified as non-exempt, exempt, commission-based and/or piece-rate based employees,

1 (“AGGRIEVED EMPLOYEES”) during the time period of January 22, 2024, and the present
2 (“PAGA Period”).

3
4 8. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor
5 Code § 2699(c) because she was employed by DEFENDANT and personally suffered each of the
6 alleged Labor Code violations committed by DEFENDANT.

7 9. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant
8 times were, employees of DEFENDANTS, within the meanings set forth in the California Labor
9 Code and the applicable Industrial Welfare Commission Wage Order.

10 10. Each of the fictitiously named Defendants participated in the acts alleged in this
11 Complaint. The true names and capacities of the Defendants named as DOES 1 THROUGH 50,
12 inclusive, are presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting
13 forth the true names and capacities of these fictitiously named Defendants when their true names
14 are ascertained. PLAINTIFF is informed and believes, and on that basis alleges, that each of the
15 fictitious Defendants have participated in the acts alleged in this Complaint.

16 11. DEFENDANTS, including DOES 1 THROUGH 50 (hereinafter collectively
17 “DEFENDANTS”), were PLAINTIFF’S employers or persons acting on behalf of PLAINTIFF’S
18 employer, within the meaning of California Labor Code § 558, who violated or caused to be
19 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
20 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject
21 to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant
22 times.

23 12. DEFENDANTS were PLAINTIFF’S employer or persons acting on behalf of
24 PLAINTIFF’S employer either individually or as an officer, agent, or employee of another person,
25 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
26 employee a wage less than the minimum fixed by California state law, and as such, are subject to
27 civil penalties for each underpaid employee.

28 **JURISDICTION AND VENUE**

13. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10. This Court has jurisdiction over AGGRIEVED EMPLOYEES' claims for civil penalties under the Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

14. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County and/or conduct substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

THE CONDUCT

15. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all time worked, failed compensate PLAINTIFF and AGGRIEVED EMPLOYEES for off-the-clock work, failed to compensate PLAINTIFF and AGGRIEVED EMPLOYEES meal rest premiums at the regular rate, failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for business expenses, and knowingly and intentionally failed to issue to PLAINTIFF and AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who comply with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should be adjusted accordingly.

A. Meal Period Violations

1 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
2 were required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
3 meaning the time during which an employee is subject to the control of an employer, including all
4 the time the employee is suffered or permitted to work. From time to time during the PAGA
5 PERIOD, DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work
6 without paying them for all the time they were under DEFENDANTS' control. Specifically,
7 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
8 PLAINTIFF'S off-duty meal break. Indeed, there were many days where PLAINTIFF did not
9 even receive a partial lunch. As a result, the PLAINTIFF and other AGGRIEVED EMPLOYEES
10 forfeited minimum wage and overtime compensation by regularly working without their time
11 being accurately recorded and without compensation at the applicable minimum wage and
12 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other
13 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANTS' business
14 records.

15 17. From time to time during the PAGA PERIOD, as a result of their rigorous work
16 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
17 AGGRIEVED EMPLOYEES are from time to time unable to take thirty (30) minute off duty meal
18 breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
19 AGGRIEVED EMPLOYEES are required to perform work as ordered by DEFENDANTS for
20 more than five (5) hours during some shifts without receiving a meal break. Further,
21 DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second
22 off-duty meal period for some workdays in which these employees are required by
23 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
24 PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify for the limited and narrowly
25 construed "on-duty" meal period exception. When they were provided with meal periods,
26 PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to remain
27 on duty and on call. Further, DEFENDANTS from time to time required PLAINTIFF and other
28 AGGRIEVED EMPLOYEES to maintain cordless communication devices in order to receive and

1 respond to work-related communications during what was supposed to be their off-duty meal
2 breaks. DEFENDANTS' failure to provide PLAINTIFF and the AGGRIEVED EMPLOYEES
3 with legally required meal breaks is evidenced by DEFENDANTS' business records. PLAINTIFF
4 and AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
5 and in accordance with DEFENDANTS' strict corporate policy and practice.

6 **B. Rest Period Violations**

7 18. From time to time during the PAGA PERIOD, PLAINTIFF and other
8 AGGRIEVED EMPLOYEES were also required to work in excess of four (4) hours without being
9 provided ten (10) minute rest periods as a result of their rigorous work requirements and
10 DEFENDANT's inadequate staffing. Further, for the same reasons, these employees were denied
11 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
12 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
13 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
14 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
15 time to time. When they were provided with rest breaks, PLAINTIFF and other AGGRIEVED
16 EMPLOYEES were, from time to time, required to remain on duty and/or on call. Further,
17 DEFENDANTS from time to time required PLAINTIFF and other AGGRIEVED EMPLOYEES
18 to maintain cordless communication devices in order to receive and respond to work-related
19 communications during what was supposed to be their off-duty rest breaks. PLAINTIFF and other
20 AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. As a
21 result of their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and
22 other AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
23 DEFENDANT and DEFENDANT's managers.

24 **C. Unreimbursed Business Expenses**

25 19. DEFENDANTS as a matter of corporate policy, practice, and procedure,
26 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
27 and the other AGGRIEVED EMPLOYEES for required business expenses incurred by the
28 PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging their

1 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
2 required to indemnify employees for all expenses incurred in the course and scope of their
3 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
4 employee for all necessary expenditures or losses incurred by the employee in direct consequence
5 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
6 even though unlawful, unless the employee, at the time of obeying the directions, believed them
7 to be unlawful."

8 20. In the course of their employment, DEFENDANTS required PLAINTIFF and
9 other AGGRIEVED EMPLOYEES to incur personal expenses for the use of their personal cell
10 phones, as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES were required to use their own cell phones, in order to perform
12 work related tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF and
13 other AGGRIEVED EMPLOYEES for the personal expenses incurred for the use of their personal
14 cell phones. As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF
15 and other AGGRIEVED EMPLOYEES incurred unreimbursed business expenses that included,
16 but were not limited to, costs related to the use of their personal cell phones in connection on
17 behalf of and for the benefit of DEFENDANT.

18 **D. Wage Statement Violations**

19 21. California Labor Code Section 226 required an employer to furnish its employees
20 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
21 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
22 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
23 name of the employee and only the last four digits of the employee's social security number or an
24 employee identification number other than a social security number, (8) the name and address of
25 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate by the employee.

27 22. From time to time during the PAGA PERIOD, when PLAINTIFF and other
28 AGGRIEVED EMPLOYEES missed meal and rest breaks, or were paid inaccurately for missed

1 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
2 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
3 statements which failed to show, among other things, all deductions, the total hours worked and
4 all applicable hourly rates in effect during the pay period, and the corresponding amount of time
5 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
6 periods.

7 23. Further, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the
8 AGGRIEVED EMPLOYEES with wage statements that provide all applicable hourly rates in
9 effect during the pay period and the corresponding number of hours worked at each hourly rate
10 by the employee, in violation of Cal. Lab. Code § 226(a)(9).

11 24. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
12 PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements that comply with Cal.
13 Lab. Code § 226.

14 25. As a result, DEFENDANTS issued PLAINTIFF and AGGRIEVED EMPLOYEES
15 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are
16 knowing and intentional, were not isolated due to an unintentional payroll error due to clerical or
17 inadvertent mistake.

18 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

19 26. During the PAGA PERIOD, from time-to-time DEFENDANTS failed and
20 continue to fail to accurately pay PLAINTIFF and AGGRIEVED EMPLOYEES for all hours
21 worked.

22 27. During the PAGA PERIOD, from time-to-time DEFENDANTS required
23 PLAINTIFF and AGGRIEVED EMPLOYEES to perform pre-shift or post-shift work. This
24 resulted in PLAINTIFF and AGGRIEVED EMPLOYEES to have to work while off-the-clock.

25 28. DEFENDANTS directed and directly benefited from the undercompensated off-
26 the-clock work performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

27 29. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
28 assignments, and employment conditions of PLAINTIFF and AGGRIEVED EMPLOYEES.

1 30. DEFENDANT was able to track the amount of time PLAINTIFF and
2 AGGRIEVED EMPLOYEES spent working; however, DEFENDANTS failed to document,
3 track, or pay PLAINTIFF and AGGRIEVED EMPLOYEES all wages earned and owed for all
4 the work they performed.

5 31. PLAINTIFF and AGGRIEVED EMPLOYEES were non-exempt, exempt,
6 commission-based and/or piece-rate based employees subject to the requirements of the California
7 Labor Code.

8 32. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
9 AGGRIEVED EMPLOYEES of all minimum regular, overtime, and double time wages owed for
10 the off-the-clock work activities. Because PLAINTIFF and AGGRIEVED EMPLOYEES
11 typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day,
12 DEFENDANTS' policies and practices also deprived them of overtime pay.

13 33. DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED
14 EMPLOYEES' off-the-clock work was compensable under the law.

15 34. As a result, PLAINTIFF and AGGRIEVED EMPLOYEES forfeited wages due to
16 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time spent
17 working while off-the-clock. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF
18 and AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law
19 is evidenced by DEFENDANTS' business records.

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21 ///

22 **F. Violations for Untimely Payment of Wages**

23 35. Pursuant to California Labor Code section 204, PLAINTIFF and the AGGRIEVED
24 EMPLOYEES were entitled to timely payment of wages during their employment. PLAINTIFF
25 and the AGGRIEVED EMPLOYEES, from time to time, did not receive payment of all wages,
26 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
27 rest period premium wages within permissible time period.

28

1 36. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
2 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant
3 to Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall
4 become due and payable not later than 72 hours thereafter, unless the employee has given 72
5 hours previous notice of his or her intention to quit, in which case the employee is entitled to his
6 or her wages at the time of quitting.” PLAINTIFF and the AGGRIEVED EMPLOYEES were,
7 from time to time, not timely provided the wages earned and unpaid at the time of their discharge
8 and/or at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

9 37. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
10 paying all wages due at time of termination for all AGGRIEVED EMPLOYEES whose
11 employment ended during the PAGA PERIOD.

12 38. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
13 off duty meal and rest breaks and was not fully relieved of duty for her rest and meal periods.
14 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
15 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
16 provide PLAINTIFF with a second off-duty meal period each workday in which she was required
17 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
18 with a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
19 DEFENDANTS policy caused PLAINTIFF to remain on-call and on-duty during what was
20 supposed to be her off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
21 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy
22 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
23 comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse PLAINTIFF
24 for required business expenses related to the personal expenses incurred for the use of her personal
25 cell phone on behalf of and in furtherance of their employment with DEFENDANTS. To date,
26 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
27 compensation still owed to them or any penalty wages owed to them under Cal. Lab. Code § 203.

28

1 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
2 \$75,000.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

5 **(Cal. Lab. Code §§2698 et seq.)**

6 **(Alleged by PLAINTIFF on behalf of Aggrieved Employees against all DEFENDANTS)**

7 39. PLAINTIFF reallege and incorporates by this reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 40. PAGA is a mechanism by which the State of California itself can enforce state
10 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
11 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
12 fundamentally a law enforcement action designed to protect the public and not to benefit private
13 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
14 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA,
15 the California Legislature specified that "it was ... in the public interest to allow aggrieved
16 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
17 ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

18 41. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
19 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
20 meaning of Labor Code Section 2699(c).

21 42. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE,
22 like PLAINTIFF, on behalf of themselves and other current or former employees, to bring a civil
23 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

24 43. PLAINTIFF complied with the procedures for bringing suit specified in Labor
25 Code Section 2699.3. By certified letter, return receipt requested, dated January 22, 2025,
26 PLAINTIFF gave written notice to the Labor and Workforce Development Agency ("LWDA")
27 and to DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
28 including the facts and theories to support the alleged violations. See Exhibit #1.

1 44. As of the date of this complaint, more than sixty-five (65) days after serving the
2 LWDA with notice of DEFENDANTS' violations, the LWDA has not provided any notice by
3 certified mail of its intent to investigate the DEFENDANTS' alleged violations as mandated by
4 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
5 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause of action.

6 45. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
7 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS' violations of
8 Labor Code Section 201, 202, 203, 204 et seq., 210, 218.5, 218.6, 218, 221, 226(a), 226(a)(8),
9 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1198.5, 1194, 1197, 1197.1, 1198,
10 1198.5, 2800, 2802, and violations of applicable Industrial Welfare Commission Wage Order(s)
11 in the following amounts:

- 12 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200) per
13 AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code Section
14 2699(f)];
- 15 b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two
16 hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for any initial
17 violation and one thousand dollars for each subsequent violation [penalty per Labor
18 Code Section 226.3];
- 19 c. For violations of Labor Code Sections 204, a civil penalty in the amount of one
20 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
21 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for each
22 subsequent violation [penalty per Labor Code Section 210];
- 23 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the
24 amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for
25 the initial violation and hundred dollars (\$100) for each underpaid AGGRIEVED
26 EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];
- 27
28

1 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five
2 hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per Labor
3 Code Section 1174.5].

4 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil
5 penalty in the amount of one hundred dollars (\$100) per AGGRIEVED
6 EMPLOYEE per pay period for the initial violation and two hundred dollars fifty
7 (\$250) per AGGRIEVED EMPLOYEE per pay period for each subsequent
8 violation [penalty per Labor Code Section].

9 46. For all provisions of the Labor Code for which civil penalty is not specifically
10 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of up to two hundred dollars
11 (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the AGGRIEVED
12 EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with
13 their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF on behalf of the Aggrieved Employees prays for judgment
16 against DEFENDANTS as follows:

17 1. For reasonable attorney's fees and costs of suit to the extent permitted by law,
18 including, but not limited to pursuant to Labor Code § 2699, *et seq.*;

19 2. For civil penalties to the extent permitted by law pursuant to the Labor Code under
20 the Private Attorneys General Act; and

21 3. For such other relief as the Court deems just and proper.

22 DATED: September 19, 2025

23 **BARVIE LAW, APC**

24 By: Nicole Barvie

25 Nicole Barvie
26 Attorney for PLAINTIFFS
27
28

EXHIBIT 1

Barvié

— LAW —

January 22, 2025

VIA ONLINE FILING TO LWDA and CERTIFIED MAIL TO DEFENDANT

Labor & Workforce Development Agency Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612 PAGA@dir.ca.gov https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html <i>Via Online Electronic Submission</i>	Insomnia Cookies, LLC Serve U Brands, Inc. Attn: Legal Dept. 1 South Broad Street Suite 1710 Philadelphia, PA 19107 <i>Via Certified Mail</i>
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Re: Notice of Violation of California Labor Code Sections 201, 202, 203, 204 et seq., 210, 218.5, 218.6, 218, 221, 226(a), 226(a)(8), 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1198.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Christie Combs (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Insomnia Cookies, LLC., a Delaware Corporation, Serve U Brands, Inc., a New York Corporation (“Defendant”). Plaintiff has been employed by Defendant in California from September 2018 to June 2022, as a non-exempt employee, entitled to payment of all wages and the legally required meal and rest breaks, as well as certain non-discretionary incentive payments. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Defendant also failed to correctly calculate Plaintiff’s regular rate of pay for purposes of payment of overtime, premium pay, and sick time pay. As a consequence of the aforementioned violations, Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204 et seq., 210, 218.5, 218.6, 218, 221, 226(a), 226(a)(8), 226.2, 226.3,





226.7, 227.3, 232, 246, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1198.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order(s) and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

Nicole Barvié
Attorney for Plaintiff

Enclosure: Plaintiff's Complaint.