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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

AMIYAH SUMNER, an individual, on her
own behalf and on behalf of all others
similarly situated,

Plaintiffs,

vs.

THE INFORMATION AND REFERRAL
FEDERATION OF LOS ANGELES
COUNTY, a California non-profit corporation;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25STCV12754

**JOINT SUPPLEMENTAL BRIEF IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL**

[Filed concurrently with the Supplemental
Declarations of Kevin Lipeles and Wenguang
Bi]

Judge: Hon. Elaine Lu
Date: September 24, 2026
Time: 10:00 AM
Dept.: 9

Complaint Filed: April 30, 2025

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I. INTRODUCTION

Plaintiff Amiyah Sumner (“Plaintiff”) on behalf of herself and the putative Class, and Defendant The Information and Referral Federation of Los Angeles County (“Defendant”) respectfully submit the following supplemental briefing pursuant to the Court’s August 27, 2026 Case Anywhere communication and Order dated September 3, 2026, requesting the same. The Parties have amended the Class Action and PAGA Settlement Agreement and Class Notice (“Amended Settlement Agreement”) to conform to the changes requested by the Court and it is attached to the Declaration of Kevin Lipeles In Support of Preliminary Approval (“Supp. Lipeles Decl.”) as Exhibits A (final version of the Settlement Agreement and Class Notice) and B (red-lined version of the Settlement Agreement and Class Notice). See Supp. Lipeles Decl., ¶¶ 3-4. The Supplemental Declaration of Wenguang Bi In Support of Preliminary Approval (“Supp. Bi Decl.”) is filed concurrently herewith. Accordingly, the Parties request that the Court grant preliminary approval of the proposed Settlement, approve the proposed notice plan and schedule a final approval hearing.

The Parties address below seriatim the points raised in the Court’s August 27, 2026 Case Anywhere communication.

II. DISCUSSION

A. Escalator Clause

The Parties have deleted the escalator clause formerly in Section 8.1 of the Settlement Agreement and the corresponding reference in the Class Notice. At mediation, Defendant estimated 353 Class Members and 25,465 Workweeks in the Class Period. Those figures are confirmed in Paragraphs 4.1 and 8 of the Amended Settlement Agreement and in the accompanying Supplemental Declaration of Wenguang Bi. Defendant’s records did not exceed those estimates in a manner that would have triggered the clause. The unused clause has therefore been removed. Supp. Bi Decl., ¶¶ 3-4; Supp. Lipeles Decl., ¶ 5.

B. Class Notice

The Parties amended the Class Notice in section 3.1 to omit the language that Defendant is

1 to fund the settlement not more than 14 days after the Effective Date. Supp. Lipeles Decl., ¶ 6. The
2 Class Notice now states that Defendant will fund the Gross Settlement Amount no later than 65 days
3 after the Effective Date, consistent with Section 4.3 of the Amended Settlement Agreement.

4 **C. Explanation Regarding the 65-day Timeline in Section 4.3 of the Settlement**
5 **Agreement**

6 It is not yet known whether any Participating Class Member will object. It is therefore
7 reasonable for there to be a single, uniform funding deadline that is workable whether or not
8 objections are filed.

9 Under Section 4.3, Defendant shall fund the Gross Settlement Amount, and the amounts
10 necessary to pay Defendant's share of employer payroll taxes, no later than 65 days after the
11 Effective Date. See Amended Settlement Agreement § 4.3; Supp. Bi Decl., ¶ 5.

12 Under Section 1.18, the Effective Date occurs only after the Court enters Judgment and that
13 Judgment is final. If no Participating Class Member objects, the Judgment is final on the day it is
14 entered. If one or more Participating Class Members object, the Judgment is final the day after the
15 deadline to file a notice of appeal or, if a timely appeal is filed, the day after remittitur following
16 affirmance. Supp. Bi Decl., ¶ 6.

17 Because an objection would start the time to appeal, see Cal. Rules of Court, rule
18 8.104(a)(1)(A)–(C), measuring funding from the Effective Date — and allowing 65 days after that
19 date — budgets time for the appeal process if it is needed, without requiring the Parties to predict
20 now whether anyone will object. Defendant is not required to fund while an objector's time to appeal
21 remains open or while an appeal is pending. The same 65-day period also allows Defendant, a
22 California nonprofit corporation, to complete internal approval and wire the Gross Settlement
23 Amount and employer-side payroll taxes after the Judgment is final. Supp. Bi Decl., ¶ 7.

24 The Parties have amended Section 3.1 of the Class Notice to state that Defendant will fund
25 not more than 65 days after the Effective Date, and have removed the former reference to funding
26 within 14 days after the Effective Date.

27 **D. Proof of Submission of the Amended Settlement Agreement to the LWDA**

1 A true and correct copy of the confirmation received from the LWDA of the filing of the
2 proposed Settlement Agreement through their online system is attached to the Supplemental
3 Declaration of Kevin Lipeles. Supp. Lipeles Decl., ¶ 8.

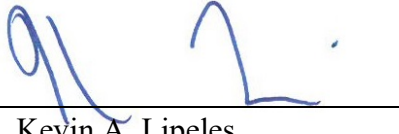
3 **III. CONCLUSION**

4 For the reasons discussed above, the Parties request that the Court enter an order of
5 preliminary approval of the class action settlement, approve the form of the proposed notice, and
6 approve the proposed schedule, including setting a date for a final approval hearing.

7 Respectfully submitted,

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9 Date: September 16, 2026

LIPELES LAW GROUP, APC

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11 By: 

Kevin A. Lipeles
Thomas H. Schelly

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13 Counsel for Plaintiff Amiyah Sumner

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15 Date: September 16, 2026

KAUFMAN DOLOWICH LLP

16 /s/ Wenguang Bi

17 By: _____

Christine Starkie
Wenguang Bi

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19 Counsel for Defendant The Information and
20 Referral Federation of Los Angeles County