

1 **KAUFMAN DOLOWICH LLP**

2 Christine Starkie (SBN 226354)
3 Wenguang Bi (SBN 340801)
4 425 California Street, Suite 2100
5 San Francisco, California 94104
6 Telephone: (415) 926-7600
7 Facsimile: (415) 926-7601
8 cstarkie@kaufmandolowich.com
9 wenguang.bi@kaufmandolowich.com

10 Attorneys for Defendant,
11 THE INFORMATION AND REFERRAL FEDERATION
12 OF LOS ANGELES COUNTY, INC.

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

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

18 Plaintiffs,

19 v.

20 THE INFORMATION AND REFERRAL
21 FEDERATION OF LOS ANGELES
22 COUNTY, a California nonprofit
23 corporation; and DOES 1 through 100,
24 inclusive,

25 Defendants.

Case No.: 25STCV12754
Action Filed: April 30, 2025

*[Assigned for all purposes to Hon. Elaine Lu,
Department 9]*

**SUPPLEMENTAL DECLARATION OF
WENGUANG BI IN SUPPORT OF
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

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

26 **SUPPLEMENTAL DECLARATION OF WENGUANG BI**

27 I, Wenguang Bi, declare as follows:

28 1. I am an attorney licensed to practice in the State of California and am a partner at Kaufman
Dolowich LLP, counsel of record for Defendant The Information and Referral Federation of Los
Angeles County ("Defendant"). I have personal knowledge of the facts set forth in this declaration,

1 except those stated on information and belief, and if called as a witness I could and would testify
2 competently thereto.

3 2. I submit this declaration in support of preliminary approval of the Amended Class Action
4 and PAGA Settlement Agreement and Class Notice (the “Amended Settlement Agreement”), and to
5 address two items raised by the Court’s August 27, 2026 Case Anywhere communication and
6 September 3, 2026 Order: (a) why the former escalator clause was not triggered and has been deleted;
7 and (b) why Defendant will fund the Gross Settlement Amount no later than 65 days after the Effective
8 Date.

9 3. Based on Defendant’s records as of the February 19, 2026 mediation, Defendant estimated
10 as of the date of the mediation, that the Class consists of 353 Class Members who collectively worked
11 25,465 Workweeks during the Class Period. Those figures are stated in Paragraphs 4.1 and 8 of the
12 Amended Settlement Agreement.

13 4. The Parties previously included an escalator clause that would have increased the Gross
14 Settlement Amount if the actual number of Class Members or Workweeks exceeded the mediation
15 estimates by a stated threshold. After Defendant’s review of its records against those estimates, the
16 actual Class size and Workweek totals did not exceed the estimates in a manner that would have
17 triggered the clause. The Parties therefore deleted the unused escalator clause from the Amended
18 Settlement Agreement and removed the corresponding reference from the Class Notice.

19 5. Paragraph 4.3 of the Amended Settlement Agreement requires Defendant to fund the
20 Gross Settlement Amount, and separately to fund Defendant’s share of employer payroll taxes on the
21 wage portion of Individual Class Payments, by transmitting those amounts to the Settlement
22 Administrator no later than 65 days after the Effective Date.

23 6. Under Paragraph 1.18 of the Amended Settlement Agreement, the Effective Date occurs
24 only after both of the following have occurred: (a) the Court enters Judgment on its order granting
25 final approval; and (b) that Judgment is final. If no Participating Class Member objects, the Judgment
26 is final on the day the Court enters Judgment. If one or more Participating Class Members object, the
27 Judgment is final on the day the Court enters Judgment. If one or more Participating Class Members object, the
28 Judgment is final the day after the deadline to file a notice of appeal or, if a timely appeal is filed, the

1 day after the appellate court affirms the Judgment and issues a remittitur.

2 7. It is not yet known whether any Participating Class Member will object. It is therefore
3 reasonable for there to be a single, uniform funding deadline that is workable whether or not objections
4 are filed. The 65-day period in Paragraph 4.3 therefore runs only after the Judgment is final as defined
5 in Paragraph 1.18. If an objection is filed, funding is not due until after the time to appeal has expired
6 or any appeal has been resolved. The additional 65 days after the Effective Date is requested so that
7 Defendant, a California nonprofit corporation, can complete internal approval and arrange the wire of
8 the Gross Settlement Amount and employer-side payroll taxes to the Administrator. Defendant has no
9 obligation to fund before the Paragraph 4.3 deadline.

10 8. I have reviewed the proposed revisions to Section C of the Joint Supplemental Brief and
11 agree that they accurately describe Paragraphs 1.18 and 4.3 of the Amended Settlement Agreement.

12 I declare under penalty of perjury under the laws of the State of California that the foregoing
13 is true and correct.

14 Executed on September 15, 2026, at Las Vegas, Nevada.

15
16 */s/ Wenguang Bi*

17
18 _____
19 Wenguang Bi,
20
21
22
23
24
25
26
27
28