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8 Attorneys for Plaintiff Antoine Bresse,
9 on behalf of himself and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

13 ANTOINE BRESSE, individually and on
14 behalf of himself and all others similarly
situated,

15 Plaintiff,

16 v.

17 INFINITE COMPUTER SOLUTIONS,
18 INC., a Delaware Corporation; and DOES
1-50, inclusive,

19 Defendants.

Case No. 30-2022-01243447-CU-OE-CXC

Assigned for All Purposes to:
Hon. Melissa McCormick

**DECLARATION OF ANTOINE BRESSE
IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS**

Date: August 21, 2025
Time: 2:00 p.m.
Dept: CX-105

1 I, Antoine Bresse, declare as follows:

2 1. I am a former employee of Infinite Computer Solutions, Inc. (“Defendant” or “ICS”). The
3 facts stated in this declaration are personally known to me based on my experience working for
4 Defendant. If called to testify, I could and would competently testify to the following.

5 2. I worked for Defendant from approximately March 2020 to December 2020.

6 3. I retained my counsel to represent me in this action on a pure contingent fee basis.
7 Although I knew that I did not have to pay out of my pocket if there was no recovery, I
8 understood that I ran the risk of potentially being liable for certain fees and costs if my case
9 ultimately was not successful. Nonetheless, I wanted to ensure that Defendant paid me and other
10 ICS employees what was owed to us, and to be held accountable for their practice of not properly
11 compensating employees for all hours worked and non-compliant meal and rest breaks, not
12 reimbursing us for expenses we incurred in connection with our work, among other wage-and-
13 hour issues.

14 4. I understand that this is a class and PAGA action and that I have been appointed as the
15 Class Representative. As such, I have and will continue to act as the representative for all the
16 other current and former non-exempt employees of ICS in California during the Class Period.

17 5. I am familiar with the claims asserted in this action and understand the bases for the
18 claims. I also believe that my claims are typical of the claims of other Class Members because to
19 my knowledge Defendant applied the same policies and practices to me and the other class
20 members and treated us in the same way throughout the Class Period.

21 6. Throughout the case, I have always had the best interests of the Class in mind. I have
22 worked hard on their behalf and have not put my own interests ahead of the interests of the other
23 Class Members.

24 7. I am not aware of any conflicts that exist between my interests and the interests of the
25 Class that would impair or affect my ability to continue to serve as representative for the Class.

26 8. I extensively participated in this action from the outset and assisted my attorneys at the
27 planning and research stages of this case even before a lawsuit was filed. I spent many hours on
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1 the telephone with my attorneys describing Defendant's operations, policies and practices, my
2 work assignments, my compensation, my work hours, and other issues related to the case, as well
3 as case developments, including, but not limited to, the mediation and settlement.

4 9. I provided my attorneys with all the employment documents I could find that they
5 requested. I also helped my attorneys develop strategies as to what documents and information
6 needed to be obtained from Defendant to support the claims that I chose to bring on behalf of the
7 class.

8 10. Before my lawsuit was filed, I had multiple discussions with my attorneys regarding the
9 work I performed for ICS and the issues involved in my lawsuit. It is my understanding that the
10 information I provided to my attorneys was used to prepare the complaint that was filed to
11 initiate this lawsuit.

12 11. I made myself available, by phone, for the full day for the mediation in this case in
13 November 2023.

14 12. I also reviewed the Settlement Agreement in this case, discussed the terms with my
15 attorneys, and signed the Settlement Agreement as I believed it was in the best interest of the
16 Class.

17 13. I have assisted the Class through the settlement approval process and am prepared to
18 assist the Class through the distribution as may be necessary.

19 14. I understand that as a result of this Settlement, approximately 625 current and former
20 employees of Defendant will now receive cash payments they may not otherwise have recovered
21 but for the initiation of this case.

22 15. I understand that the Settlement Administrator mailed the Notice Packet to the Class on
23 June 6, 2025, including myself. I am informed that through their efforts, the Settlement
24 Administrator successfully reached and delivered notice of the Settlement to 100% of the Class
25 Members. I understand that no Class Members have submitted an objection to the Settlement. I
26 also understand that only four (4) Class Members have requested exclusion and that over 99.36%
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1 of the Class Members will therefore participate in the Settlement and receive an individual
2 settlement payment.

3 16. I believe the fact that 100% of the Class received notice of the Settlement together with the
4 fact that 99.36% of the Class elected to participate in the Settlement supports the position that the
5 Settlement is fair, adequate and reasonable.

6 17. I am informed that at least \$1,425,454.40 will be distributed to the Class in individual
7 settlement payments. I understand that the average settlement payment is approximately \$2,280.73
8 and the highest settlement payment is \$8,037.68. In addition, my individual settlement payment is
9 estimated to be \$879.50.

10 18. To date, I have not received any benefits as a result of prosecution of the action.

11 19. I understand that the Settlement Agreement provides for a Class Representative Service
12 Payment of up to \$10,000 for my efforts as a Class Representative. However, I understand that at
13 preliminary approval, the Court instructed this amount be reduced to \$5,000 in the notice
14 provided to the Class.

15 20. I respectfully request that the Court reconsider a higher Class Representative Service
16 Payment of up to \$10,000. Although the Class received notice of a potential payment of up to
17 \$5,000, their estimated payments will not be reduced as a result any higher Class Representative
18 Service Payment because Plaintiff's counsel is seeking approximately \$10,000 less in attorneys'
19 costs which will offset any increase in the Class Representative Service Payment.

20 21. I have provided considerable time and effort on behalf of the Class Members who stand
21 to benefit from the Settlement, if it is finally approved. I estimate that I have spent approximately
22 55 hours over the past two and a half years on this case.

23 22. I willingly agreed to participate in this case with no guarantee of personal benefit. By
24 filing this lawsuit, I understood that I would be exposing myself to the risk of retaliation or
25 trouble finding employment because of my role in this action. I was also aware that by filing this
26 lawsuit, I would be on the record publicly as a plaintiff in an employment lawsuit. Nevertheless,
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1 I felt then, as I do now, that it was important to do the right thing and champion this case on
2 behalf of the Class and not just myself.

3 23. It is my opinion that the Settlement is fair, reasonable, and adequate because it will put
4 real, significant amounts of money into the hands of the ICS employees who may not have
5 otherwise recovered any payments from Defendant.

6 24. I believe that the time, effort, and information I provided to my attorneys helped to make
7 this Settlement possible. For these reasons, I believe a Class Representative Service Payment of
8 \$10,000 is fair and reasonable, and respectfully request that this Court grant final approval of it.

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10 I declare under penalty of perjury that the foregoing is true and correct. Executed on
11 08/04/25 in Huntington Beach, California.

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Antoine Bresse (Aug 4, 2025 11:12:47 PDT)

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14 Antoine Bresse
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