

PLAINTIFF/PETITIONER: Yvette Bonilla
 DEFENDANT/RESPONDENT: Universal Technical Institute, Inc.

CASE NUMBER:
 24LBCV01718/Dept. S25

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: May 13, 2026

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



Bianca Balentine

(SIGNATURE OF DECLARANT)

EXHIBIT 1

Electronically Received 05/05/2026 06:29 PM

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
Stephanie Roseman (SBN 364057)
LAWYERS for JUSTICE, PC
450 North Brand Blvd. Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

YVETTE BONILLA, individually, and on behalf
of other aggrieved employees pursuant to the
California Private Attorneys' General Act;

Plaintiff,

vs.

UNIVERSAL TECHNICAL INSTITUTE,
INC., a Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 24LBCV01718

Honorable Nicole M. Heeseman
Department S25

**~~[PROPOSED]~~ AMENDED ORDER AND
JUDGMENT GRANTING APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT AND AWARD
OF ATTORNEYS' FEES AND COSTS,
INDIVIDUAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: May 6, 2026
Time: 8:30 a.m.
Department: S25

Complaint Filed: August 15, 2024
Trial Date: None Set

**~~[PROPOSED]~~ AMENDED ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF
ATTORNEYS' FEES AND COSTS, INDIVIDUAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

FILED
Superior Court of California
County of Los Angeles

05/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Briel Deputy

1 This matter has come before the Honorable Nicole M. Heeseman in Department S25 of the
2 Superior Court of the State of California, for the County of Los Angeles, on May 6, 2026 at 8:30 a.m., on
3 Plaintiff Yvette Bonilla’s (“Plaintiff”) Motion for Approval of Private Attorneys General Act (Cal. Labor
4 Code § 2698, *Et Seq.*) Settlement Agreement and Award of Attorneys’ Fees and Costs, Individual Release
5 Fee, and Settlement Administration Costs (“Motion for Approval of Settlement”). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Quarles & Brady LLP, appeared for Defendant Universal Technical Institute,
7 Inc. (“Defendant”).

8 On or around October 21, 2025, Plaintiff and Defendant (together, the “Parties”) executed the
9 Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Settlement Agreement,”
10 or “Agreement”).

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff’s Counsel Helene Mayer, Plaintiff Yvette Bonilla, and the Settlement
13 Administrator, ILYM Group, Inc., and (3) the Settlement Agreement.

14 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

16 1. The Motion for Approval of Settlement is granted.
17 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
18 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
19 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
20 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
21 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
22 captioned action was filed prior to June 19, 2024.

23 4. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
24 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
25 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with
26 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
27 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
28 Code § 2699.3(a).

1 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
2 conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or
3 appear in the above-captioned action (the “Action”).

4 6. The Settlement pertains to the following aggrieved employees:

5 All current and former hourly-paid or non-exempt employees who were employed by
6 Defendant and worked at least one day (i.e., more than zero hours) in the State of California
during the PAGA Period (“Aggrieved Employee(s)”).

7 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
8 negotiations.

9 8. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum allocated
10 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
11 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
12 Amount shall be the Total Settlement Amount (\$250,000.00) less the approved Attorneys’ Fees and Costs
13 to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), Individual Release Fee to Plaintiff, and Settlement
14 Administration Costs to ILYM (the “PAGA Settlement Administrator”). Seventy-five percent (75%) of
15 the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five
16 percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees
17 (“Employees’ Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

18 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
19 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the PAGA Settlement
20 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
21 with, this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$87,500.00 to Plaintiff’s Counsel for attorneys’ fees.
23 This amount shall be paid from the Total Settlement Amount and shall be disbursed in accordance with
24 this Order and Judgment and the Settlement Agreement.

25 11. The Court approves the payment of \$5,883.15 to Plaintiff’s Counsel for reimbursement of
26 litigation costs and expenses incurred in the Action. This amount shall be paid from the Total Settlement
27 Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
28 Agreement.

1 12. The Court approves payment in the amount of \$10,000.00 to Plaintiff Yvette Bonilla for her
2 Individual Release Fee. This amount shall be paid from the Total Settlement Amount and shall be
3 disbursed in accordance with this Order and Judgment and the Settlement Agreement.

4 13. The Court approves payment up to the amount of \$5,000.00 to ILYM Group, Inc for the
5 Settlement Administration Costs. This amount shall be paid from the Total Settlement Amount and shall
6 be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 14. The Parties are directed to perform in accordance with the terms set forth in this Order and
8 Judgment and the Settlement Agreement.

9 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
10 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
11 PAGA Settlement Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same
12 time that it distributes payments to Aggrieved Employees for their share of the Employees’ Portion
13 (“Individual Settlement Share(s)”).

14 16. No later than fourteen (14) calendar days after the date Defendant is served with this Order
15 and Judgment, Defendant will provide the PAGA Settlement Administrator with the Aggrieved
16 Employees List, in accordance with this Order and Judgment and the Settlement Agreement.

17 17. No later than thirty (30) calendar days after the date Defendant is served with this Order
18 and Judgment, Defendant shall deposit \$250,000.00 into a qualified settlement account established, by the
19 PAGA Settlement Administrator for administration of the Settlement in accordance with this Order and
20 Judgment and the Settlement Agreement.

21 18. No later than fourteen (14) calendar days after receipt of the Aggrieved Employees List,
22 and Defendant fully funds the Total Settlement Amount, the PAGA Settlement Administrator shall
23 distribute the LWDA Payment to the LWDA, Individual Settlement Share checks and Cover Letters to all
24 Aggrieved Employees (together, the “PAGA Settlement Package(s)”), the Individual Release Fee to
25 Plaintiff, the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have
26 been mailed to all Aggrieved Employees, the Attorneys’ Fees and Costs to Plaintiff’s Counsel, unless
27 instructed otherwise by Plaintiff’s Counsel, as provided for by this Order and Judgment and the Settlement
28 Agreement.

1 19. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid
2 and negotiable for ninety (90) calendar days, and thereafter, shall be cancelled. Funds associated with
3 such cancelled checks shall be transmitted by the PAGA Settlement Administrator to the California State
4 Controller's Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check
5 is cancelled.

6 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
7 Effective on the date the Court has entered an order approving the Settlement Agreement and Defendant
8 has fully funded the Total Settlement Amount, and except as to the rights and obligations created by this
9 Settlement Agreement, Plaintiff on behalf of herself and as proxy of the State of California with respect to
10 Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged
11 Released Parties, to the full extent permitted by law, of and from the Action and from the Released
12 Claims.

13 21. "Released Parties" means Defendant, including Defendant's parent corporation, affiliates,
14 subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former employees,
15 attorneys, officers, directors, agents, both individually and in their business capacities, and their employee
16 benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and
17 programs.

18 22. "Released Claims" means any and all claims for civil penalties under the Private Attorneys
19 General Act, California Labor Code section 2698, et seq., that were alleged or reasonably could have been
20 alleged based on the facts stated in the Operative Complaint and PAGA Notice, that arise during the
21 PAGA Period, including but not limited to for: failure to pay minimum, regular, and overtime wages,
22 failure to provide compliant meal periods and associated premiums, failure to provide compliant rest
23 periods and associated premiums, failure to timely pay wages during employment, failure to timely pay
24 wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain
25 complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs,
26 failure to pay reporting time pay, and failure to provide a day of rest in seven in violation of California
27 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
28 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage

1 Orders 4-2001 and 5-2001.

2 23. "PAGA Period" means the period from June 10, 2023, to July 26, 2025, as the Parties have
3 advised the Court that Defendant elects to exercise its option (under Section 3(b) of the Settlement
4 Agreement) to end the PAGA Period on the date on which Aggrieved Employees worked no more than
5 10,088 Compensable Pay Periods.

6 24. No individualized notice of this Order and Judgment is required to be provided to the
7 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
8 system established for the filing of notices and documents, in conformity with California Labor Code §
9 2699(1)(3).

10
11 05/06/2026

12 Date: _____



13 Honorable Nicole M. Heeseman
14 Judge of the Superior Court
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EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Yvette Bonilla v. Universal Technical Institute, Inc.*,

Los Angeles County Superior Court Case No. 24LBCV01718

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Yvette Bonilla v. Universal Technical Institute, Inc.*, Los Angeles County Superior Court Case No. 24LBCV01718 (“Action”).

The lawsuit was filed on August 15, 2024 by Yvette Bonilla (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to: properly pay minimum and overtime wages; provide compliant meal and rest periods and associated premiums; pay wages during employment and upon termination; provide compliant wage statements; maintain requisite payroll records; and reimburse business expenses. Prior to filing the lawsuit, on June 10, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-1033082-24 (the “PAGA Notice”).

Defendant denies that it failed to properly compensate employees, provide adequate meal or rest periods, issue wage statements and maintain proper records, and reimburse expenses. Defendant further denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

The Court has made no determination on the merits of Plaintiff’s claims, but the Parties have decided to settle the case, with the approval of the Court.

The Court entered the order approving the Settlement Agreement on <<<Date>>>, thereby ordering that the Net Settlement Amount be paid 75% to the LWDA and 25% to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period June 10, 2023 to July 26, 2025 (“Aggrieved Employees”). The period June 10, 2023 to July 26, 2025 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the date the Court entered the order approving the Settlement Agreement and full funding of the Total Settlement Agreement, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former employees, attorneys, officers, directors, agents, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs.

“Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*, that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and PAGA Notice, that arise during the PAGA Period, including but not limited to, for: failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and

EXHIBIT A – COVER LETTER

costs, failure to pay reporting time pay, and failure to provide a day of rest in seven in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 4-2001 and 5-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact ILYM Group, Inc. at [toll-free phone number].

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 N. Brand Blvd., Suite 900 Glendale, California 91203.

On May 5, 2026, I served the foregoing document(s) described as: **[PROPOSED] AMENDED ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, INDIVIDUAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS** on interested parties in this action as follows:

Aaron Buckley
Nora Steinhagen
QUARLES & BRADY LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101-8285
Emails: aaron.buckley@quarles.com; nora.steinhagen@quarles.com; lori.may@quarles.com; clarissa.rivera@quarles.com; Jennifer.gonzalez@quarles.com

Attorneys for Defendant Universal Technical Institute, Inc.

[X] BY E-MAIL

By agreement of the parties, the above-referenced document(s) was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X]

STATE

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

Executed on May 5, 2026, at Glendale, California.


Bianca Balentine

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S25

24LBCV01718

**YVETTE BONILLA vs UNIVERSAL TECHNICAL
INSTITUTE, INC., A DELAWARE CORPORATION**

May 6, 2026

8:30 AM

Judge: Honorable Nicole M. Heeseman

Judicial Assistant: M. Briel

Courtroom Assistant: K. Johnson

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Stephanie Roseman for Arby Aiwarzian (Telephonic)

For Defendant(s): Nora Jo Steinhagen (Telephonic)

NATURE OF PROCEEDINGS: Order to Show Cause Re: Dismissal (Settlement); Hearing on Motion - Other Motion for Approval of PAGA Settlement and Award of Attorneys' Fees

The matters are called for hearing.

The Order to Show Cause Re: Dismissal (Settlement) is held and discharged.

The Hearing on Motion - Other Motion for Approval of PAGA Settlement and Award of Attorneys' Fees is held.

The Court adopts the tentative as follows:

Motion: Plaintiff Yvette Bonilla's Motion for Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, Individual Release Fee, and Settlement Administration Costs

Moving Party: Yvette Bonilla, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys' General Act ("Plaintiff")

Responding Party: Defendant Universal Technical Institute, Inc. ("Defendant")

Ruling

Labor Code section 2699, subdivision (1)(2) states: "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part [Labor Code Private Attorneys General Act of 2004 ("PAGA")]. The proposed settlement shall be submitted to the [Labor and Workforce Development Agency ("LWDA")] at the same time that it is submitted to the court."

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S25

24LBCV01718

**YVETTE BONILLA vs UNIVERSAL TECHNICAL
INSTITUTE, INC., A DELAWARE CORPORATION**

May 6, 2026

8:30 AM

Judge: Honorable Nicole M. Heeseman

Judicial Assistant: M. Briel

Courtroom Assistant: K. Johnson

CSR: None

ERM: None

Deputy Sheriff: None

Any settlement of any civil action filed under PAGA must be “fair and adequate in view of the purposes and policies of the statute.” (Flores v. Starwood Hotels & Resorts Worldwide, Inc. (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1077 [quoting O’Connor v. Uber Technologies, Inc. (N.D. Cal. 2016) 201 F.Supp.3d 1110, 1135].)

Seventy-five percent of all PAGA penalties must be paid to the LWDA. (Lab. Code, § 2699, subd. (i) [“[e]xcept as provided in subdivision (j), civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees.”].) Courts have discretion to approve settlements that do not allocate any penalty amount. (Nordstrom Com. Cases (2010) 186 Cal.App.4th 576, 589.) Labor Code section 2699, subdivision (g)(1) provides, in relevant part: “[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs” (Lab. Code, § 2699, subd. (g)(1).)

Plaintiff presents evidence that the parties complied with Labor Code section 2699, subdivision (l)(2) by submitting a copy of the Settlement and instant motion to the LWDA at the same time they were submitted to the Court. Plaintiff also provided proof of service stating that the Settlement Agreement, moving and supporting papers were concurrently submitted to the LWDA and Plaintiff. (Motion 1:15-17; Proof of Service.)

With respect to the distribution of the PAGA settlement, the Court finds the parties’ agreement is proper. After engaging in informal discovery and participating in mediation on May 14, 2025, with mediator Honorable Yvette Palazuelos (Ret.), the parties were able to reach a settlement of Plaintiff’s PAGA claims. (Mayer Decl. ¶ 15.) The parties executed the PAGA Settlement Agreement. (Mayer Decl., Ex. 2.) Pursuant to the settlement agreement, the parties agreed that Defendant will pay a total settlement amount of \$250,000.00, subject to possible increase under

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S25

24LBCV01718

**YVETTE BONILLA vs UNIVERSAL TECHNICAL
INSTITUTE, INC., A DELAWARE CORPORATION**

May 6, 2026

8:30 AM

Judge: Honorable Nicole M. Heeseman

Judicial Assistant: M. Briel

Courtroom Assistant: K. Johnson

CSR: None

ERM: None

Deputy Sheriff: None

section 3(b) of the Settlement Agreement. (Mayer Decl. ¶ 13, Ex. 2 [Settlement Agreement] ¶ 3.)

The parties have agreed to a proposed distribution of the gross settlement as follows: (1) \$87,500.00 for attorney's fees, (2) up to \$25,000.00 for litigation costs, (3) \$10,000.00 for individual release fee for Plaintiff; (4) \$5,000.00 for settlement administration costs, and (5) the PAGA Payment—i.e., the amount remaining from the gross settlement amount after deducting attorney's fees, litigation costs, settlement administration costs, and Plaintiff's release payment — for PAGA penalties wherein 75% would be paid to the LWDA and 25% would be paid to all aggrieved employees. (Mayer Decl., ¶ 13, Ex. 2 ¶ 3.) Specifically, Plaintiff seeks approval of \$87,500.00 in attorney's fees, \$5,883.15 in litigation costs, \$10,000.00 in individual release fee, \$5,000.00 in settlement administration costs, and \$141,616.85 for the PAGA Payment, with \$106,212.64 to be paid to the LWDA and \$35,404.21 to be paid to PAGA members. (Mayer Decl., ¶¶ 13, 31.)

With respect to the civil penalties, the Court finds that the distribution complies with Labor Code section 2699, subdivision (i), which requires 75 percent of the amount to be paid to the LWDA and 25 percent of the amount to be paid to the aggrieved employees, which consists of all of Defendant's current and former hourly-paid or non-exempt employees who were employed by Defendant and worked at least one day in the State of California during the PAGA period of June 10, 2023 through May 14, 2025. (Mayer Decl., Ex. 1 [Settlement Agreement] ¶ 3(a)(5), (b).)

The Court finds the general release under the PAGA Settlement Agreement is fair and reasonable under the statute. The release as to the PAGA Group Members/aggrieved employees is appropriately limited to only claims for “civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and PAGA Notice, that arise during the PAGA Period, including but not limited to for: failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S25

24LBCV01718

**YVETTE BONILLA vs UNIVERSAL TECHNICAL
INSTITUTE, INC., A DELAWARE CORPORATION**

May 6, 2026

8:30 AM

Judge: Honorable Nicole M. Heeseman

Judicial Assistant: M. Briel

Courtroom Assistant: K. Johnson

CSR: None

ERM: None

Deputy Sheriff: None

necessary business-related expenses and costs, failure to pay reporting time pay, and failure to provide a day of rest in seven in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001 and 5-2001". (Mayer Decl., Ex. 1 [Settlement Agreement] ¶ 8(a).)

With respect to the individual release fee, Plaintiff has provided the amount of hours she had spent advancing the interests of the aggrieved employees and the State of California. (Bonilla Decl., ¶¶ 2-9; Mayer Decl., ¶ 32.)

With respect to attorney's fees, Plaintiff's counsel has provided the experience of each attorney charged. (Mayer Decl. ¶¶ 2-6.) Counsel seeks \$87,5000 in attorney's fees, which represents 35% of the Total Settlement Amount. The Court finds this reasonable. is reasonable. The \$5,883.15 requested in litigation costs and expenses is also justified. (Mayer Decl. ¶ 31, Ex. 3 [Case Cost Detail].)

With respect to the settlement administration costs, the Settlement allocates an amount of up to \$5,000.00 in payment for the Settlement Administrator ILYM Group, Inc ("Settlement Administrator") costs associated with administration of the Settlement. (Mayer Decl., Ex. 2, ¶ 3.) Plaintiff has submitted an estimate from the Settlement Administrator demonstrating estimated costs in the amount of \$3,850.00. (Mullins Decl., Exh. C). Based on the above, the Court approves upon to \$5,000 to ILYM Group for Settlement Administration Costs.

The Court will sign the proposed Order and Judgment Granting Approval of PAGA Settlement Agreement and Award for Attorneys' Fees and Costs and Settlement Administration Costs.

The Motion re: Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code 2698, et seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, Individual Release Fee, and Settlement Administration Costs, Memorandum of P

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S25

24LBCV01718

**YVETTE BONILLA vs UNIVERSAL TECHNICAL
INSTITUTE, INC., A DELAWARE CORPORATION**

May 6, 2026

8:30 AM

Judge: Honorable Nicole M. Heeseman

Judicial Assistant: M. Briel

Courtroom Assistant: K. Johnson

CSR: None

ERM: None

Deputy Sheriff: None

filed by Yvette Bonilla on 04/16/2026 is Granted.

The Court orders the Complaint filed by Yvette Bonilla on 08/15/2024 dismissed Without prejudice and with the court retaining jurisdiction (Code Civ. Proc., § 664.6).

Plaintiff is to give notice

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 N. Brand Blvd., Suite 900 Glendale, California 91203.

On May 13, 2026, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by electronic service as follows:

Aaron Buckley
Nora Steinhagen
QUARLES & BRADY LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101-8285

Emails: aaron.buckley@quarles.com; nora.steinhagen@quarles.com; lori.may@quarles.com; clarissa.rivera@quarles.com; Jennifer.gonzalez@quarles.com

Attorneys for Defendant Universal Technical Institute, Inc.

[X] BY E-MAIL

By agreement of the parties, the above-referenced document(s) was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on May 13, 2026, at Glendale, California.


Bianca Balentine

PROOF OF SERVICE