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**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] 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] 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**

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 the date of this Order.

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

7
8
9 Date: _____

Honorable Nicole M. Heeseman
Judge of the Superior Court

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 the date the Court enters an order approving the settlement (“Aggrieved Employees”). The period June 10, 2023 to the date the Court enters an order approving the settlement 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,

EXHIBIT A – COVER LETTER

failure to maintain complete and accurate payroll records, failure to reimburse 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 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].