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*Attorneys for Plaintiff*  
VICKIE NICOLE RAND-WASHINGTON

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

VICKIE NICOLE RAND-WASHINGTON,  
individually and on behalf of others similarly  
situated, and as an aggrieved employee and  
Private Attorney General,

Plaintiff,

vs.

WEST PICO TERRACE HEALTHCARE &  
WELLNESS CENTRE, LP, a California  
limited partnership; PAVILION ON PICO  
HEALTHCARE & WELLNESS CENTRE,  
LP, a California limited partnership;  
COUNTRY VILLA EAST L.P., a California  
limited partnership; and DOES 1 through 50,  
inclusive.

Defendants.

Case No.: 21STCV29958

Assigned for All Purposes to:  
Hon. Laura Seigle, in Dept. 17

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFFS' MOTION FOR  
APPROVAL OF PAGA SETTLEMENT  
AND ENTERING JUDGMENT**

Complaint Filed: August 13, 2021  
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on July 24, 2026, the Honorable Laura Seigle, in  
3 Department 17 of the above-entitled Court, located at 312 North Spring, in Los Angeles California  
4 90012, executed the Order Granting Plaintiff's Motion for Approval of PAGA Settlement and  
5 Entering Judgment. Attached hereto as **Exhibit A** is a true and correct copy of the signed order  
6 granting Plaintiff's Motion for Approval of PAGA Settlement and Entering Judgment which was  
7 executed and filed on July 24, 2026.  
8

9 Dated: August 19, 2026

**PROTECTION LAW GROUP, LLP**

10  
11 By:

  
\_\_\_\_\_  
Kristy Connolly, Esq.  
D. Luke Clapp, Esq.  
Shadi Sahebghalam, Esq.  
*Attorneys for Plaintiff*

# **Exhibit A**

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**FILED**  
Superior Court of California  
County of Los Angeles

**07/24/2026**

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

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

VICKIE NICOLE RAND-WASHINGTON,  
individually and on behalf of others similarly  
situated, and as an aggrieved employee and  
Private Attorney General,

Plaintiff,

vs.

WEST PICO TERRACE HEALTHCARE  
& WELLNESS CENTRE, LP, a California  
limited partnership; PAVILION ON PICO  
HEALTHCARE & WELLNESS CENTRE,  
LP, a California limited partnership;  
COUNTRY VILLA EAST L.P., a California  
limited partnership; and DOES 1 through 50,  
inclusive.

Case No.: 21STCV29958

*Assigned for All Purposed to the Honorable  
Laura Seigle, Dept. 17*

**[PROPOSED] ORDER APPROVING PAGA  
SETTLEMENT AND ENTERING  
JUDGMENT**

Complaint filed: August 13, 2021  
Trial: None Set

1 Having reviewed and considered Plaintiff Vickie Nicole Rand-Washington's ("Plaintiff")  
2 Motion for Order Approving Settlement Pursuant to California Labor Code Private Attorneys  
3 General Act and Entering Judgment, and good cause appearing for the same, it is hereby  
4 **ORDERED, ADJUDGED, and DECREED:**

5 1. The Court hereby approves the Joint Stipulation of PAGA Settlement and Release of  
6 Claims attached as Exhibit 2 to the Declaration of Kristy Connolly as modified by the First  
7 Amendment to the Joint Stipulation of PAGA Settlement and Release attached to the Supplemental  
8 Declaration of Kristy Connolly ("Settlement Agreement" or "Settlement") as a fair, reasonable, and  
9 adequate resolution of the PAGA claims alleged in the Action.

10 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set  
11 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein  
12 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth  
13 in this order.

14 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties  
15 to this Action, including Plaintiff, the State of California, and all "Aggrieved Employees."

16 4. The "Aggrieved Employees" covered by this Order and Judgment include "all  
17 current and former hourly-paid non-exempt employees of Defendants West Pico Terrace Healthcare  
18 & Wellness Centre, LP, and Pavilion on Pico Healthcare & Wellness Centre, LP ("Defendants")  
19 who worked for Defendants in California at any time from June 9, 2020, through November 17,  
20 2025 (the "PAGA Period")

21 5. The Court designates Phoenix Class Action Administration Solutions ("Phoenix") as  
22 the third-party Settlement Administrator for mailing the Aggrieved Employees' explanatory letters,  
23 calculating the payments to the Aggrieved Employees, distributing the settlement payments  
24 approved by the Court from the Gross Settlement Amount, and other duties set forth in the  
25 Settlement. Pursuant to the terms of the Settlement, Defendants shall provide the Settlement  
26 Administrator with a list of the Aggrieved Employees that identifies for each Aggrieved Employee  
27 their full name, social security number, last known address, and total number of pay periods worked  
28 by each Aggrieved Employee during the PAGA Period. Within 30 days of the Effective Date  
Defendants shall deposit with the Settlement Administrator the Gross Settlement Amount of Nine

1 Hundred and Eighty-Five Thousand Dollars (\$985,000.00).

2 6. Within 14 days of the funding of the Settlement, the Settlement Administrator shall  
3 distribute the Gross Settlement Amount of Nine Hundred and Eighty-Five Thousand Dollars  
4 (\$985,000.00) as provided in the Settlement Agreement and set forth below:

- 5 a. Three Hundred and Twenty-Eight Thousand Three Hundred Dollars and Fifty Cents  
6 (\$328,300.50), to Plaintiff's Counsel for attorneys' fees and attorneys' costs in the  
7 amount of Thirty-Three Thousand Six Hundred and Sixty-Eight Dollars and Eighty-  
8 Three Cents (\$33,668.83), from the Gross Settlement Amount as final payment for  
9 and complete satisfaction of any and all attorneys' fees and costs incurred by and/or  
10 owed to Plaintiff's Counsel related to the Action;
- 11 b. Two Thousand Five Hundred Dollars (\$2,500.00) to Plaintiff from the Gross  
12 Settlement Amount, to compensate her for her services in prosecuting the Action and  
13 performing work in support of the Action;
- 14 c. Eight Thousand Dollars (\$8,000.00) to the Settlement Administrator, Phoenix, from  
15 the Gross Settlement Amount for administration expenses incurred by the Settlement  
16 Administrator; and
- 17 d. After deducting the attorney's fees and costs, Plaintiff's enhancement payment, and  
18 the payment to the settlement administrator, the remaining Net Settlement Amount  
19 shall be distributed to the California Labor and Workforce Development Agency  
20 ("LWDA") and the Aggrieved Employees. 75% of the Net Settlement Amount shall  
21 be distributed to the LWDA. 25% of the Net Settlement Amount shall be distributed  
22 to the Aggrieved Employees on a pro rata basis based on the number of Pay Periods  
23 worked by each Aggrieved Employee during the PAGA Period. The Settlement  
24 Administrator shall mail each Aggrieved Employee their Individual Payment check  
25 along with the explanatory letter attached to the Settlement Agreement as Exhibit A  
26 in both English and Spanish.

26 7. All checks to the Aggrieved Employees shall remain valid and negotiable for 180  
27 days from the date of their issuance to the Aggrieved Employees. If any checks are not cashed within  
28 180 days of mailing, those funds shall be transmitted to the California State Controller's Unclaimed

1 Property Fund.

2 8. Upon the funding of the Gross Settlement Amount, Plaintiff, all other Aggrieved  
3 Employees, the state of California, and the LWDA shall release Defendants and each of their  
4 parents, subsidiaries, divisions and/or affiliates, related organizations or entities, former and present  
5 directors, officers, shareholders, owners, managers, members, agents, attorneys, insurers,  
6 predecessors, successors, and assigns, including Country Villa East, L.P. (the “Released Parties”) from all claims for civil penalties under PAGA that were alleged or that reasonably could have been  
7 alleged based on the facts included in July 9, 2021, PAGA Letter to the LWDA and alleged in the  
8 operative Complaint (“the “Released Claims”) This release shall apply to claims arising during the  
9 PAGA Period and will be binding and effective upon Plaintiff, Aggrieved Employees, the state of  
10 California and the LWDA regardless of whether any Aggrieved Employee fails to cash their  
11 respective settlement checks. This release does not release any individual’s non-PAGA claims.

12 9. The Court finds that Plaintiff gave notice to the California Labor Workforce and  
13 Development Agency (“LWDA”) and to Defendants of her intention to pursue claims for civil  
14 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the  
15 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving  
16 Plaintiff’s notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the  
17 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims  
18 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA  
19 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars  
20 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from  
21 collecting any penalties due to any of them to the extent those penalties arise out of the Released  
22 Claims or the facts giving rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

23 10. Plaintiff’s Counsel are directed to submit a copy of this Order and Judgment to the  
24 California Labor and Workforce Development Agency within ten (10) days of entry of the  
25 Judgment.

26 11. Without affecting the finality of this Order and Judgment, the Court shall retain  
27 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the  
28 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil

1 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies  
2 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement  
3 Agreement shall be presented to the Court for resolution.  
4 Plaintiff is to file a declaration of final distribution by April 26, 2027. The court sets a non-appearance  
case review for May 3, 2027 at 8:30 a.m.

5 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

6 DATED: 07/24/2026



*Laura Seigle*

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge