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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By D. Gallegos, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, PASADENA COURTHOUSE
UNLIMITED JURISDICTION

DIANA CUAMEA, an individual,
Plaintiff,

vs.

BP RE MANAGEMENT LLC; ZHIMIN LI,
an individual; and DOES 1 through 50,
inclusive,

Defendants

) CASE NO. 23AHCV01187
) Dept. P, Honorable Jared D. Moses
) (Dept. L for Settlement Conference)

) Date: 6/23/25
) Dept: P
) Time: 8:30 AM

) NOTICE OF MOTION AND MOTION
) FOR APPROVAL OF PAGA
) SETTLEMENT AND FOR COMPLETION
) OF JUDGMENT PURSUANT TO CCP
) §664.6

) Reservation 534100990482

) Filed: May 25, 2023
) FSC:

TO DEFENDANTS BP RE MANAGEMENT LLC AND ZHIMIN LI AND THEIR
ATTORNEY OF RECORD:

PLEASE TAKE NOTICE that on June 23, 2024 at 8:30 AM, or as soon thereafter as the parties
may be heard, in Dept. P of the above-entitled court, located at 300 East Walnut St., Pasadena,
California 91101, Plaintiff Diana Cuamea will move the Court for an order finalizing the
judgment for which the Court granted a motion per Section 664.6 re judgment per stipulation.

1 Said motion will be based on CCP §664.6 and will rely on this Notice of Motion and Motion, the
2 attached Points and Authorities and Declaration of Kenneth F. Moss, the documents and records
3 on file herein, the oral arguments of counsel, and on such other matters as the Court deems
4 appropriate.

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6 Dated: May 12, 2025

/s

7 KENNETH F. MOSS, Attorney

8 for Plaintiff
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1 POINTS AND AUTHORITIES

2 This motion is a very limited "Motion for Judgment" in that the majority of the "judgment"
3 has already been "entered" by the Court after a voluntary settlement conference. Remaining to be
4 decided by the Court is merely the method of division of the portion of the over-all settlement to
5 be used to settle the PAGA portion of the settlement. Not only has this Court already found that
6 the over-all settlement was agreed to by the parties (and entered a Minute Order so indicating), but
7 the settlement was similarly arrived at with the participation and approval of Judge Lofton to
8 ensure that the state of California and the "aggrieved employees" have been considered in arriving
9 at the settlement with the assistance of Judge Lofton. The remainder of the settlement is agreed to
10 by the parties as reduced to this court's minute order of April 25, 2025.

11 THE SETTLEMENT IS REACHED

12 On April 25, 2025 the parties appeared before the Court on plaintiff's Motion For Entry of
13 Judgment pursuant to CCP § 664.6. Plaintiff was represented by her counsel Kenneth F. Moss and
14 defendants were represented by David Daftary. The Court published its Tentative Ruling. Having
15 considered the pleadings and arguments of counsel, the Court granted the Motion as follows:

16 "The Court adopted its Tentative Ruling.

17 Judgment in favor of Plaintiff Diana Cuamea in the total amount of \$245,000.00.

18 \$20,000.00 of which allocated to the PAGA claim pending approval

19 from Judge Moses. \$100,000 will be paid to Plaintiff Trust Account immediately on entry
20 of judgment, plus interest at the rate of 10%, \$27.39 per day beginning March 22, 2025
21 through the date of payment.

22 The remaining balance of \$125,000 will be paid out in 9 months. Monthly payments of
23 \$13,888.88 payable on the 22nd of each month beginning April 22, 2025 to the Kenneth F.
24 Moss Client Trust Account until the balance is paid.

25 Costs awarded to plaintiff pursuant to a Memorandum of Costs."

26 The Court set a hearing date of June 23, 2025 for a hearing on a motion for approval of the
27 PAGA settlement and for attorneys fees for the making of the instant Motion. This is that limited
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1 Motion.

2 As a reminder of where we are at in this saga, let us examine the route to get here. The
3 parties and their counsel participated in one afternoon and one morning of settlement discussions
4 before Judge Lofton. At the end of those negotiations, the parties had agreed on a total settlement
5 amount (\$245,000.00) with attorneys fees to that date (\$100,00.00), an allotment of penalties as
6 and for PAGA (\$20,000), with the balance to plaintiff (\$125,000.00). As noted above from the
7 Court's Order, even a payment schedule was arrived at.

8 DEFENDANT LI TRIES TO RENEGE

9 We will spare the Court a detailed recitation of how the dispute over enforcement of the
10 settlement agreement developed. As demonstrated in the Motion to Confirm Settlement filed
11 April 2, 2025, after the settlement was agreed to the parties spent weeks negotiating two "long-
12 form" settlement agreements fleshing out the agreement reached in court (a General Settlement
13 and a PAGA settlement.)

14 It is important to note, as demonstrated in the Motion to Confirm, it was not until every "I"
15 had been dotted and very "T" crossed in those agreements that Defendant Li claimed she refused
16 to sign the agreements, ostensibly because she claimed to have never employed the other three
17 resident employees at all. The Motion filed April 2, 2025 was addressed exclusively to that very
18 issue. It was only after receipt of the Opposition that plaintiff realized that the previous excuse for
19 not completing the settlement was nowhere to be found. All of this is directly evident from the
20 previous motion and the Opposition and Reply. From those documents it is apparent that
21 Defendant Li had buyer's remorse and has desperately fought to get out from under the settlement
22 she reached with plaintiff. But to be clear, the only one thing unsettled for the Court to decide; and
23 there is nothing really to "decide" but rather just to order the completion of the settlement by
24 incorporating into the judgment the payment of the PAGA penalties.

25 It is remarkable and at best disingenuous that Defendant Li would make that claim. As
26 noted above, considerable research including formal discovery and independent investigation by
27 plaintiff preceded the settlement conference(s). For example, as the Moss Declaration demonstrates,
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1 at the beginning of this case Mr. Moss physically sought out Karen O'Connell at her residence (an
2 apartment building owned by Defendant Li) and spoke with her at length. As the Moss Declaration
3 states, O'Connell claimed that she had been the manager before Li purchased the property and
4 disclosed how she was compensated; with a reduction in her rent. O'Connell expressly stated that
5 Defendant Li told her to continue doing what she had for the previous owner and that her rent
6 reduction for doing those tasks would continue. She told Mr. Moss that she never received any wage
7 statements of any kind from Defendant Li. This was confirmed during Defendant Li's deposition at
8 which she acknowledged the type of responsibilities Ms. O'Connell had (e.g. cleaning laundry room)
9 and that her "compensation" was a credit against rent of \$350 or \$400. (See Moss Declaration)
10 Similarly, Defendant Li even claimed that Veronica Gayton Chavez also was
11 not her employee. Interesting, but false. During this litigation, plaintiff took Ms. Gayton Chavez'
12 deposition. During the course of that deposition (November 22, 2024) Gayton Chavez testified
13 that the complex has some 24 units. That is significant because California requires a responsible
14 person living on the premises on behalf of the owner in a complex with 16 or more units. CA
15 Code or Regulations Title 25, Ch 1, S. 42. She further testified that her responsibility at the
16 complex is cleaning the laundry room. She testified that she was/is paid \$350 a month for this
17 responsibility but has never received a wage statement nor any other paperwork.
18 It is abundantly clear that all four of the "employees" identified in the litigation and
19 referred to as employees for PAGA are proper aggrieved employees.

20 There is apparently no current dispute as to plaintiff and Ms. Angelette Joseph being
21 aggrieved employees. We therefore have four (4) "similarly aggrieved employees" under PAGA.

22 FOR THOSE WE HAVE LOST, THIS CASE INCLUDES PAGA

23 *(The portion in italics below is a direct cut and paste from plaintiff's Settlement Brief to*
24 *Judge Lofton. This method is used not only just for convenience, but to demonstrate that the*
25 *settlement discussions assumed, ab initio, that the four "managers" are in fact*
26 *managers/employees of defendants, creating the likelihood of penalties.)*

27 *"In September 2003, the Legislature enacted [PAGA] (Lab. Code, § 2698 et*
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1 *seq.*; Stats. 2003, ch. 906, § 2, eff. Jan. 1, 2004). The Legislature declared that
2 adequate financing of labor law enforcement was necessary to achieve maximum
3 compliance with state labor laws, that staffing levels for labor law enforcement
4 agencies had declined and were unlikely to keep pace with the future growth of the
5 labor market, and that it was therefore in the public interest to allow aggrieved
6 employees, acting as private attorneys general, to recover civil penalties for Labor
7 Code violations, with the understanding that labor law enforcement agencies were
8 to retain primacy over private enforcement efforts. (Stats. 2003, ch. 906, § 1.)”
9 (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 980 [95 Cal. Rptr. 3d 588, 209 P.
10 3d 923] (*Arias*).)

11 A PAGA claim is legally and conceptually different from an employee's
12 own suit for damages and statutory penalties. An employee suing under
13 PAGA “does so as the proxy or agent of the state's labor law enforcement
14 agencies.” (*Arias, supra*, 46 Cal.4th at p. 986.) Every PAGA claim is “a
15 dispute between an employer and the state.” (*Iskanian v. CLS*
16 *Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 384, 386 [173
17 Cal. Rptr. 3d 289, 327 P.3d 129], *italics added* (*Iskanian*); see *Arias, at p.*
18 *986*.) Moreover, the civil penalties a PAGA plaintiff may recover on the
19 state's behalf are distinct from the statutory damages or penalties that may
20 be available to employees suing for individual violations. (*Iskanian, at p.*
21 *381*.) Relief under PAGA is designed primarily to benefit the general public,
22 not the party bringing the action. (*Arias, at p. 986*.) “A PAGA
23 representative action is therefore a type of *qui tam* action,” conforming to
24 all “traditional criteria, except that a portion of the penalty goes not only to
25 the citizen bringing the suit but to all employees affected by the Labor Code
26 violation.” (*Iskanian, at p. 382*.) The “government entity on whose behalf
27 the plaintiff files suit is always the real party in interest.” (*Ibid.*)
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1 However, not every private citizen in California can serve as the state's
2 representative. Instead, only an aggrieved employee has standing
3 under PAGA. An "aggrieved employee" is "any person who was
4 employed by the alleged violator and against whom one or more of
5 the alleged violations was committed." (§ 2699, subd. (c).) "Under
6 [PAGA], an 'aggrieved employee' may bring a civil action
7 personally and on behalf of other current or former employees to
8 recover civil penalties for Labor Code violations. [Citation.]"
9 (Arias, *supra*, 46 Cal.4th at p. 980, fn. omitted.)"

10 During the discovery in this case, plaintiff learned that there are three other
11 resident managers working for defendant Li (directly or through her LLC), Karen
12 O'Connell at 13911 LA St., Angelette Joseph, at Towne St., and Veronica Gaytan
13 Rodriguez at Olive St. in Baldwin Park. Through depositions of Defendant Li and
14 her son (who works with her on her properties) Wen Lei, as well as Rodriguez, it
15 was confirmed that none of the managers have a viable employment contract and
16 received none of the benefits which come with being an employee. In other words,
17 none of Defendant Li's resident managers was legally paid and suffered the wrongs
18 outlined in the PAGA claim.

19
20 Based on the discovery taken and described above, the following were used as the elements
21 of the PAGA penalties. (Note that to save space/time we have omitted from each the first month
22 which is usually about half the succeeding monthly payments) LABOR CODE SECTION
23 1197.1–Failure to pay minimum wage, \$250.00 per employee/pay period; LABOR CODE
24 SECTION 204–Failure to establish regular paydays, \$250.00 per employee/pay period; LABOR
25 CODE SECTION 2802- Failure to reimburse for expenses, \$200.00 per employee/pay period;
26 LABOR CODE SECTION 1174(d) & Wage Order–Failure to keep time records \$200.00 per
27 employee/pay period; LABOR CODE SECTION 226–Failure to provide wage statements \$100.00
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1 per employee/pay period; LABOR CODE SECTION 2810.5- Failure to provide Notice of Terms
2 of Employ, \$250.00 per employee/pay period. Note that the imposition of the maximum penalty
3 reflected above would result in a penalty of over \$500,000.00. Since the defendants here are a
4 “Mom and Pop” operation owning a few buildings, not a national real estate trust, imposition of
5 such a penalty would be a death knell certainly not warranted for failure to follow the intricacies of
6 the California Labor Code.

7 There is an unfortunate paucity of authority from which to draw as to how to evaluate a
8 PAGA settlement.¹ One Court noted that review of settled PAGA claims entails determining that
9 “...the relief provided under PAGA be genuine and meaningful, consistent with the underlying
10 purpose of the statute to benefit the public.” *O’Connor v. Uber Technologies, Inc.* (N.D. Cal.
11 2016) 201 F. Supp. 3d 1110,1133. Especially considering that this is an action in which only four
12 (4) employees are involved (as opposed to the over 240,000 drivers in the *O’Connor* case), and
13 therefore the Court is dealing with a much smaller employer whose conduct the PAGA action
14 seeks to reform, the compromise amount is certainly genuine and meaningful, consistent with the
15 underlying purpose of PAGA to force employers into compliance with the Labor Code and Wage
16 Orders, and inherently reasonable. This slap on the wrist is a reasonable penalty to be imposed.
17 Upon approval by this Court of the settlement, and per the Labor Code, counsel for the plaintiff
18 will distribute the \$20,000.00 penalty per Code: 65% (\$13,000.00) to LWDA, and \$1750.00 to
19 each of the four (4) listed employees (remaining 35% or \$7000.00 divided equally among the four
20 (4)), upon receipt of funds therefore.

21 Consequently, all that is necessary for the Court in this Motion (as far as the PAGA claim)
22 is to approve and enter the PAGA penalty assessment of \$20,000.00 as well as the pro rata
23 distribution of those penalties. With the exception of certain attorney fees not addressed in the
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25 ¹ “California courts have not determined the standards by which a trial court
26 reviews and approves a proposed settlement.” *Starks v. Vortex Industries, Inc.* (2020) 2020
27 Cal. App. LEXIS 812 ,P.14
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1 settlement, that “rest of the settlement” is a *fait a accompli* ready for final judgment.

2 ATTORNEY FEES

3 To fully grapple with the issue of attorney fees in this motion, one must understand that
4 there are two different tranches of attorneys fees at issue; the (\$100,000.00) fees agreed upon in
5 settlement and already included in the \$245,000.00 settlement “enforced” at the April 25, 2025
6 Section 664.6 motion, and then the attorneys fees incurred by plaintiff in enforcing the settlement
7 both at the April 25 hearing and the instant hearing. In all applications of the rules for attorneys
8 fees, plaintiff is entitled to be awarded her attorneys fees for virtually all actions taken in
9 prosecuting this action. That is true because of the one-way attorney fees provisions contained in
10 the Labor Code to enable employees to be able to even consider the expense of suing for wages.
11 Considering that the employer (who likely can afford attorneys fees to a factor of many times that
12 of the average employee) has the inherent ability to so outlast the average employee/plaintiff into
13 submission, failure to enforce that fee shifting would work not only a hardship on the employee,
14 but one which the Legislature has specifically sought to alleviate. The causes of action herein
15 which carry these fee-shifting provisions include Wages (§1194), Liquidated Damages (§§1194 &
16 1194.2), Wage Statements (§226) and those comprise, with considerable indiscernible cross-over
17 of evidence among them, virtually all of the discovery, investigation and research in this case.

18 Of note though is that the attorneys fees referred to in the settlement confirmed by the
19 Court were negotiated using the attorneys fees incurred up to the negotiation of the settlement at
20 the two session settlement conference. That \$100,000.00 earmarked as attorneys fees does not
21 cover the fees incurred thereafter, including the fees incurred in drafting and pursuing the Section
22 664.6 Order (subject to amendment for typo).

23 Not included in the \$100,000.00 in the judgment is the \$2000.00 in attorneys fees sought in
24 that §664.6 motion nor the fees incurred in the drafting of this motion. Plaintiff seeks an
25 additional \$2000.00 in attorneys fees for the researching, drafting, and appearance for this motion
26 for an total of an additional \$4000.00 for the making of the two (2) motions necessary to secure
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1 performance of the settlement. But that number should be doubled by the imposition of a
2 multiplier of "2" to that \$4000.00 in additional fees. Of even greater significance than the fact that
3 the interrelationship between and among the sections of the Labor Code and the Work Orders (5-
4 2001) is subtly different from what most employment law attorneys are familiar (and inherent in
5 the prosecution of these resident employee cases), the part of the Lodestar test often omitted or
6 misapplied by courts is the fact that these cases cannot be prosecuted on an hourly basis because of
7 the inherently divergent income levels, landlord/employer vs. resident manager. While an owner
8 of a 16+ unit apartment building may not even flinch at the notion of tens of thousands of dollars
9 in attorneys fees, a minimum wage resident manager (who likely has had no income in three years
10 by the very nature of these actions) would be forced to walk away from his or her lost wages if an
11 attorney was not able to take these cases on a contingency. It is for that reason that the courts have
12 established the Lodestar criterion of having taken a case on a contingency. And it is for that reason
13 that the Court is asked to apply a multiplier to these last \$4000.00 in attorneys fees.

14 INTEREST

15 It should go virtually without saying that plaintiff is entitled to statutory interest (10%) on
16 portions of the judgment not paid. The first payment to which defendants committed on the
17 judgment was \$100,000.00 due on March 22, 2025. As of June 1, 2025, \$27.39 per day beginning
18 March 22, 2025 comes to \$1,369.50. Depending on the date this order is issued, June 1 would
19 then be the reference point for adding or subtracting \$27.39 per day. In addition, the first monthly
20 payment of \$13,888.88 was to have been paid on April 22, 2025 and of course has not been paid.
21 Interest on that amount is \$115.74 and continuing to accrue.

22 CONCLUSION

23 This Court is requested to enter an Amended Judgment in conformity with the above. The
24 Amended Judgment should correct the error in the submitted Notice of Ruling, allow for accrued
25 interest, and provide for the payment of the PAGA penalties, viz.:

26 Judgment in favor of Plaintiff Diana Cuamea and against in the total amount of
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1 \$245,000.00 except as reflected herein. The \$245,000.00 is to be paid as follows:

2 \$20,000.00 to be paid into the Kenneth F Moss Client Trust Account to be allocated to the
3 PAGA claim to be paid by counsel for plaintiff from funds deposited by defendants,
4 (\$13,000.00) to LWDA, and \$1750.00 to each of the four (4) listed employees, Plaintiff
5 Cuamea, Angelette Joseph, Veronica Gayton Chavez, and Karen O'Connell.

6 \$100,000 will be paid to Plaintiff Trust Account immediately on entry of judgment, plus
7 interest at the rate of 10%, \$27.39 per day beginning March 22, 2025 through the date of
8 payment.

9 The remaining balance of \$125,000 will be paid out over 9 months. Monthly payments of
10 \$13,888.88 payable on the 22nd of each month beginning April 22, 2025 to the Kenneth F.
11 Moss Client Trust Account until the balance is paid. Interest on the \$13,888.88 payable on
12 April 22, 2025 to be paid when that payment is made and any unpaid portion will bear
13 interest at the legal rate.

14 Plaintiff is awarded an additional \$8000.00 in attorneys fees incurred in making these
15 motions to enforce the settlement.

16 Costs awarded to plaintiff pursuant to a Memorandum of Costs.”
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21 Dated: May 12, 2025

_____/s_____
KENNETH F. MOSS, Attorney
for Plaintiff

DECLARATION OF KENNETH F. MOSS

KENNETH F. MOSS declares:

1. That I am an attorney at law duly licensed to practice in the courts of this state and am the attorney of record for plaintiff herein. That I know the statements contained herein to be true and correct of my personal knowledge and if called upon to do so would so testify.

2. During the early stages of this action I personally drove to several of the rental properties owned by Li. I interviewed, *inter alia*, one of the two so identified by Li. That person, contrary to Defendant Li's recent denial, told me directly that she had been the manager for the previous owner of the complex in which she worked, for which she was given some \$350.00 a month off of her rent. She told me that when Defendant purchased the building, Defendant Li asked this person to stay on under the same terms. I took Defendant Li's deposition and in that deposition she acknowledged that the woman I had interviewed was responsible for maintaining the laundry room on a daily basis and acknowledged the rent discount, no written agreement, no pay stubs, etc.

3. During this litigation, I took Ms. Gayton Chavez' deposition, the other manager defendant denies. During the course of that deposition (November 22, 2024) Gayton Chavez testified that the complex has some 24 units. That is significant because California requires a responsible person living on the premises on behalf of the owner in a complex with 15 or more units. CA Code of Regulations Title 25, Ch 1, S. 42. She further testified that her responsibility at the complex is cleaning the laundry room. She testified that she was/is paid \$350 a month for this responsibility but has never received a wage statement nor any other paperwork.

4. I have spent two hours researching and drafting this motion, including numerous contacts with opposing counsel to try and resolve this dispute. I anticipate spending two additional hours appearing on this motion. I specialize in representing resident managers, including in PAGA actions like this one. These cases are taken of necessity on a contingency and this particular case has hindered my ability to take other money-making cases. My normal hourly rate

1 is \$500.00. Fees in the amount of \$2000, with a 2.0 multiplier to \$4000.00 are therefore
2 appropriate. Similarly, the exact same language describes the work I did in preparing the Motion
3 re Section 664.6, including the two hours and the attorneys fees incurred for a total of \$8000.00.

4 I declare under penalty of perjury that the foregoing is true and correct.

5 Executed this 15th day of May, 2025 in Woodland Hills, California.

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8 /S
KENNETH F. MOSS
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**PROOF OF SERVICE - 1013A, 2015.5 C.C.P.
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I, the undersigned, state:

I am a business resident of the aforesaid county; I am over the age of eighteen years and not a party to the within above entitled action; my business address is 20335 Ventura Blvd., Suite 430, Woodland Hills, California 91364.

On May 14, 2025, I served the foregoing document entitled NOTICE OF MOTION AND MOTION FOR ENTRY OF JUDGMENT PURSUANT TO CCP §664.6 on the parties in this action.

☐ by placing true copies thereof enclosed in a sealed envelope(s) addressed as stated on the attached mailing list.

☒ by placing the ☐ original ☒ true copy thereof enclosed in a sealed envelope addressed as follows:

David M. Daftary
Collins + Collins, LLP
2011 Palomar Airport Rd., Suite 207
Carlsbad, California 92011

☒ (BY MAIL) I deposited such envelope(s) with postage fully prepaid by me in the United States mail at Woodland Hills, California.

☐ As follows: I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid by you at Woodland Hills, California in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after the date of deposit.

☒ (BY OTHER) In addition to service by mail as set forth above, the counsel was also forwarded a copy of said document(s) by ☒ Email @ ddaftary@ccllp.law .

☐ (BY PERSONAL SERVICE) By personally delivering it to

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed this 14th day of May, 2025 at Woodland Hills, California.

/s
KENNETH F. MOSS



Make a Reservation

DIANA CUAMEA vs BP RE MANAGEMENT LLC, et al.

Case Number: 23AHCV01187 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2023-05-25 Location: Pasadena Courthouse - Department P

Reservation

Case Name:	Case Number:
DIANA CUAMEA vs BP RE MANAGEMENT LLC, et al.	23AHCV01187
Type:	Status:
Motion to Confirm Settlement	RESERVED
Filing Party:	Location:
DIANA CUAMEA (Plaintiff)	Pasadena Courthouse - Department P
Date/Time:	Number of Motions:
06/23/2025 8:30 AM	1
Reservation ID:	Confirmation Code:
534100990482	CR-WAO982WMPBKCUHLBW

Fees

Description	Fee	Qty	Amount
Motion to Confirm Settlement	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:	Type:
\$0.00	NOFEE
Account Number:	Authorization:
n/a	n/a
Payment Date:	
n/a	

[Print Receipt](#)[+ Reserve Another Hearing](#)[View My Reservations](#)