BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Consolidated Matters of: PARENT ON BEHALF OF STUDENT, v. CARLSBAD UNIFIED SCHOOL DISTRICT,	OAH Case No. 2017080140
CARLSBAD UNIFIED SCHOOL DISTRICT, v. PARENT ON BEHALF OF STUDENT.	OAH Case No. 2017090499 ORDER DENYING REQUEST TO REOPEN CASE

On December 6, 2017, Parent on behalf of Student filed a request that the Office of Administrative Hearings reopen the above-titled case on the grounds that Parent was rescinding her consent to the December 1, 2017 Settlement Agreement entered between Parent and Carlsbad Unified School District, which resulted in the dismissal of Student's case.[1] District has not filed a response.

Settlement agreements are interpreted using the same rules that apply to interpretation of contracts. (*Vaillette v. Fireman's Fund Ins. Co.* (1993) 18 Cal.App.4th 680, 686, citing *Adams v. Johns-Manville Corp.* (9th Cir. 1989) 876 F.2d 702, 704.) "Ordinarily, the words of the document are to be given their plain meaning and understood in their common sense; the parties' expressed objective intent, not their unexpressed subjective intent, governs." (*Id.* at p. 686.) If a contract is ambiguous, i.e., susceptible to more than one interpretation, then extrinsic evidence may be used to interpret it. (*Pacific Gas & Electric Co. v. G. W. Thomas Drayage & Rigging Co.* (1968) 69 Cal.2d 33, 37-40.) Even if a contract appears to be unambiguous on its face, a party may offer relevant extrinsic evidence to demonstrate that the contract contains a latent ambiguity; however, to demonstrate an ambiguity, the contract

[1] Parent and Student were represented by legal counsel, who signed the December 1, 2017 settlement agreement. OAH is considering the motion filed by Parent based on Parent's representation that Parent terminated her attorney and is now representing Student.

must be "reasonably susceptible" to the interpretation offered by the party introducing extrinsic evidence. (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391, 393.)

The parties signed the Settlement Agreement on December 1, 2017, that resolved all claims in this matter, subject to approval by the District's Board. Student did not establish that anything in the agreement gave Parent the right to rescind to the agreement. Further, OAH lacks the legal authority to set aside a settlement agreement. Pursuant to *Y.G. v. Riverside Unified School Dist.* (C.D.Cal. 2011) 774 F.Supp.2d 1055, 1061-1062, OAH does not have the authority to modify a settlement agreement or determine whether it was a contract of adhesion. (See, Ed. Code, § 56501, subd. (a).) A party's remedy to enforce or vacate the terms of a settlement agreement is either to file a compliance complaint with the Superintendent of Public Instruction or institute a court action. (See, *Porter v. Manhattan Beach Unified School District* (9th Cir. 2000) 307 F.3d 1064, 1074.) Accordingly, Student's request to reopen this case is denied.

IT IS SO ORDERED.

DATE: December 06, 2017

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Peter Paul Castillo
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PETER PAUL CASTILLO
Presiding Administrative Law Judge
Office of Administrative Hearings