BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:

PARENTS ON BEHALF OF STUDENT,

v.

STOCKTON UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2025020668

ORDER DENYING MOTION TO DISMISS AND DENYING REQUEST FOR SANCTIONS

MARCH 24, 2025

On February 19, 2025, Parents, on behalf of Student, filed a Request for Due Process Hearing, also called a complaint, with the Office of Administrative Hearings, called OAH, naming Stockton Unified School District as respondent. On March 11, 2025, Stockton filed a Motion to Dismiss alleging OAH lacks jurisdiction to adjudicate whether a settlement agreement was breached. Stockton argues that the settlement agreement in question was not executed and, therefore, cannot be enforced. On March 13, 2025, Student opposed Stockton's motion to dismiss, arguing that the issue involves disputed facts that require a hearing. (*Pedraza v. Alameda Unified School District* (N.D. Cal. 2007) 2007 W.L. 949603.)

NO SUMMARY JUDGMENT IN SPECIAL EDUCATION CASES

There is no summary judgment procedure in special education cases. OAH will, however, dismiss allegations and cases not within its jurisdiction.

The purpose of the Individuals with Disabilities Education Act (20 U.S.C. § 1400 et. seq.) is to "ensure that all children with disabilities have available to them a free appropriate public education," and to protect the rights of those children and their parents. (20 U.S.C. § 1400(d)(1)(A), (B), and (C); see also Ed. Code, § 56000.) A party has the right to present a complaint "with respect to any matter relating to the identification, evaluation, or educational placement of the child, or the provision of a free appropriate public education to such child." (20 U.S.C. § 1415(b)(6); Ed. Code, § 56501, subd. (a).) The jurisdiction of OAH is limited to these matters. (*Wyner v. Manhattan Beach Unified School. Dist.* (9th Cir. 2000) 223 F.3d 1026, 1028-1029.)

Generally, settlement agreement enforcement actions do not fall under OAH's jurisdiction. (*Id.)* However, in limited circumstances, a settlement agreement the parties agreed was FAPE, and the breach of which results in a denial of FAPE, can trigger OAH jurisdiction. (see, *Pedraza v. Alameda Unified School District* (N.D. Cal. 2007, No. C 05-04977 VRW) 2007 WL 949693, p. 4 (unpub.opn.).) Whether these circumstances trigger OAH jurisdiction is a mixed question of law and fact.

Here, Student has alleged a single issue, which is:

> District failed to provide Student with FAPE during the 2024-2025 school year by breaching a written settlement agreement that required district to provide him with IEP transportation services.

On its face, the allegations in Student's complaint fall within OAH's jurisdiction. Student has alleged a settlement agreement exists and its breach denied Student a FAPE.

Stockton asserts the settlement agreement was never "finalized" and therefore "[w]ithout an effective written settlement agreement there can be no breach…" This is a question of fact. It does not establish a basis for dismissal prior to hearing. Stockton has not established grounds to dismiss Student's case. Rather, Stockton has asserted a series of facts that Student disputes. Stockton's request to dismiss Student's case is denied.

A BASIS FOR SANCTIONS HAS NOT BEEN ESTABLISHED

On March 12, 2025, Stockton filed a motion for sanctions on the grounds that Student filed a complaint without merit. Stockton reiterated facts raised in its motion to dismiss regarding a dispute over signing the settlement agreement. On March 17, 2025, Student opposed the sanctions motion, asserting that his complaint alleged valid IDEA claims and arguing his client's perspective as to facts regarding the signing dispute identified by Stockton. Stockton replied to Student's opposition to the sanctions motion on March 19, 2025.

In certain circumstances, a Special Education Division administrative law judge, known as an ALJ, is authorized to shift expenses from one party to another. (Gov. Code, §§ 11405.80, 11455.30; Cal. Code. Regs., tit. 5, § 3088; see *Wyner ex rel. Wyner v. Manhattan Beach Unified School Dist.* (9th Cir. 2000) 223 F.3d 1026, 1029 ["Clearly, [California Code of Regulations] § 3088 allows a hearing officer to control the proceedings, similar to a trial judge."].)

An ALJ may, "order a party, the party's attorney or other authorized representative, or both, to pay reasonable expenses, including attorney's fees, incurred by another party as a result of bad faith actions or tactics that are frivolous or solely intended to cause unnecessary delay." (Gov. Code, § 11455.30, subd. (a); Cal. Code. Regs., tit. 5, § 3088, subd. (a).) An order to pay expenses is enforceable in the same manner as a money judgment or by seeking a contempt of court order. (Gov. Code, § 11455.30, subd. (b).)

"Actions or tactics" is defined as including, but not limited to, making or opposing motions or filing and serving a complaint. (Gov. Code, §11455.30, subd. (a); Code Civ. Proc., § 128.5, subd. (b)(1).) "Frivolous" means totally and completely without merit or for the sole purpose of harassing an opposing party. (Gov. Code, § 11455.30, subd. (a); Code Civ. Proc., § 128.5, subd. (b)(2).) A finding of "bad faith" does not require a determination of evil motive, and subjective bad faith may be inferred. (*West Coast Development v. Reed* (1992) 2 Cal.App.4th 693, 702.) However, the imposition of sanctions does require a showing that the actions were meritless *or* frivolous *and* that the action was pursued in bad faith. (*Campbell v. Cal Gard Sur. Services, Inc.* (1998) 62 Cal. App. 4th 563, 574, emphasis in the original.)

Stockton has failed to meet its burden of establishing Student's request for due process hearing was frivolous or meritless. Nor has Stockton met the second prong of the burden, that is, establishing that Student filed the complaint in bad faith. Both sides have alleged disputed facts regarding the formation of the settlement agreement and its application to the alleged FAPE denial.

A determination of bad faith is a high standard intended to dissuade counsel from seeking sanctions for every error. A misunderstanding of the law, without more, does not rise to the level of a bad faith action or tactic meriting sanctions. (*Campbell*,

supra, 62 Cal. App. 4th at p. 574.) A bad faith action or tactic is an action based on an improper purpose. An improper purpose is a purpose to harass or to cause unnecessary delay, or needless increase in the cost of litigation. (*C.W. v. Capistrano* (9th Cir. 2015), 784, F. 3d 1237, 1244.) Stockton offered no facts indicating the request for reconsideration was filed for an improper purpose. As Stockton has not met its burden of establishing the basis for sanctions, the question of whether the amount of sanctions requested was adequately supported will not be reached.

Stockton's motion for sanctions is denied.

ORDER

1. Stockton's request to dismiss the case is denied.
2. The matter shall proceed as scheduled.
3. Stockton's motion for sanctions is denied.

Penelope Pahl

Penelope S. Pahl
Administrative Law Judge
Office of Administrative Hearings