BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of: GARDEN GROVE UNIFIED SCHOOL DISTRICT, v. PARENT ON BEHALF OF STUDENT.	OAH Case No. 2017081241 ORDER DENYING REQUEST TO REOPEN CASE

District filed a mediation only complaint in the above-titled case on August 25, 2017. The parties entered into a written settlement agreement during mediation on September 12, 2017. A copy of the signed agreement was filed with OAH on September 12, 2017 and the case was dismissed on September 15, 2017.

On September 15, 2017, Student filed a request that the Office of Administrative Hearings reopen the above-titled case. Parent seeks to reopen the case on the grounds that she felt pressured by her advocate to sign the agreement during mediation and she no longer agreed to the terms of the agreement.

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 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 that resolved all claims in this matter on September 12, 2017. Student did not establish that anything in the agreement gave Parent the right to rescind the agreement. Further, OAH lacks the legal authority to set aside a settlement agreement. Pursuant to *Y.G. v. Riverside Unified School District* (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).) OAH does not have jurisdiction over a matter that has been dismissed. A party's

remedy concerning 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: September 18, 2017

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Marian H. Tully
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MARIAN H. TULLY
Acting Presiding Administrative Law Judge
Office of Administrative Hearings