

**BEFORE THE
DEPARTMENT OF DEVELOPMENTAL SERVICES
STATE OF CALIFORNIA**

In the Matter of:

CLAIMANT

and

NORTH LOS ANGELES COUNTY REGIONAL CENTER,

Service Agency.

DDS No. CS0030457

OAH No. 2025100305

PROPOSED DECISION

Cindy F. Forman, Administrative Law Judge (ALJ), Office of Administrative Hearings, State of California, heard this matter by videoconference on November 17, 2025.

Claimant was represented by his authorized representatives, his Educational Advocate/Stepfather (Advocate) and Alfonso Padron, Ph.D., Assistant Educational Advocate. Claimant was present during the fair hearing. (Neither Advocate nor Claimant shall be identified by name to protect their privacy.)

Karin Ahdoot, Due Process Officer, represented North Los Angeles County Regional Center (Service Agency).

Oral and documentary evidence was received. The record was kept open until December 8, 2025, to allow the parties to file closing briefs. The parties timely filed their respective briefs: Service Agency's brief was marked for identification as Exhibit 22, and Claimant's brief was marked for identification as Exhibit N. The record closed, and the matter was submitted for decision on December 8, 2025.

ISSUE

The issue in this matter is whether Claimant is entitled to reimbursement for his payment of bowling league fees for the period from April 17, 2025, to February 4, 2026.

Claimant asserts this matter should be considered under the traditional funding requirements of the Lanterman Development Disabilities Services Act (Lanterman Act) because he began bowling on April 17, 2025, two weeks before transitioning into the Self-Determination Program (SDP). Service Agency asserts this matter should be considered under SDP requirements because Claimant sought reimbursement for the bowling league fees several months after he transitioned to the SDP.

As set forth below, Claimant is not entitled to reimbursement of his bowling fees under either traditional Lanterman Act funding mechanisms or the SDP. However, because the issue potentially implicates SDP requirements, the ALJ's decision will be considered a proposed decision to be submitted to the Department of Developmental Services (DDS) for its review.

EVIDENCE RELIED ON

In reaching this Proposed Decision, the ALJ relied upon Service Agency Exhibits 1 through 21, Claimant's Exhibits A through C, E, G, H, and K through M, and the testimony of the following witnesses: Jennifer Hurst, Claimant's Consumer Service Coordinator; Fernanda Zavalza, Service Agency Consumer Services Supervisor; Robin Monroe, Service Agency SDP Manager; and Advocate.

FACTUAL FINDINGS

1. Claimant is 46 years old and is eligible for regional center services based on a diagnosis of intellectual disability.
2. On September 24, 2025, Service Agency denied Claimant's request that Advocate be reimbursed for Claimant's bowling team fees.
3. On September 25, 2025, Claimant, through Advocate, timely filed an appeal of Service Agency's denial. This hearing followed.

Background

4. On September 18, 2024, Claimant, Advocate, Jennifer Hurst, Claimant's Consumer Service Coordinator (CSC Hurst), and Maricruz Martines, Service Agency's Self Determination Program Specialist, conducted an Individual Program Plan (IPP) meeting to discuss Claimant's goals and services for the coming year (September 2024 IPP meeting). During the meeting, Claimant expressed his interest in transitioning to SDP, and it was made clear to the meeting's participants that the services memorialized in the IPP report of the meeting (September 2024 IPP) would be used to

create the initial SDP budget. That budget would be the basis of Claimant's SDP spending plan.

5. At the September 2024 IPP meeting, Claimant and the IPP team discussed Claimant's needs and goals. CSC Hurst was aware that Claimant in the past had participated in an inclusive bowling team to meet his physical activity, community integration, and socialization goals. During the meeting, CSC Hurst therefore explored with Claimant whether he remained interested in bowling. In response to CSC Hurst's inquiries, Claimant stated he no longer wanted to participate in bowling. (Exhibit 2, p. A46.) Accordingly, neither Claimant's IPP goals nor objectives identified in the September 2024 IPP included bowling as a way of meeting Claimant's social recreation goals, and the September 2024 IPP did not include any funding for bowling. Claimant and Advocate signed the September 2024 IPP, but expressly noted certain items had not been resolved; those items were unrelated to Claimant's social recreation needs or to bowling. (Exhibit 3.)

6. After the September 2024 IPP meeting, CSC Hurst worked with Claimant and Advocate to transition to SDP. Claimant and Advocate certified Claimant's individual budget calculation for SDP on February 7, 2025. (Exhibit 6.) Claimant and Advocate approved Claimant's SDP first-year spending plan on March 28, 2025. (Exhibit 7.) The budget and the spending plan indicated that funds would be allotted to pay for Claimant's dental repairs. Neither the budget nor the spending plan included any funds to be allocated for social recreation or bowling specifically.

7. The parties amended Claimant's IPP two times after the September 2024 IPP meeting, once on March 7, 2025, and again on March 28, 2025. The amendments addressed the timing of Claimant's receipt of certain checks, the funding of Claimant's

dental treatment plan, and Claimant's transition into the SDP. (Exhibits 4, 5.) Neither amendment addressed funding social recreation goals or bowling.

8. Claimant became an active participant in the SDP as of May 1, 2025. His first SDP year ends on April 30, 2026.

Bowling Fee Reimbursement Request

9. On September 4, 2025, Advocate requested an IPP meeting for Claimant to review existing services and discuss additional services. (Exhibit 12, p. A119.) On September 23, 2025, Advocate emailed an agenda for the IPP meeting. The agenda included a request for Service Agency to reimburse \$1050 to Advocate for payment of Claimant's bowling team fees. Advocate requested that the bowling be categorized in the IPP "as a service under traditional service." (*Id.*, p. A99.) Attached to the email was a handwritten receipt, not on business stationery, dated September 10, 2025. The receipt states it is "Received From Bowlero Lancaster," lists an amount of \$1,050, and includes dates from April 17, 2025, to February 4, 2026. Claimant's name is written on the top of the receipt, and above the dates, the words "Wednesday Valentine Funtime" appear. The receipt does not state the reason for the payment, who made the payment, or when or how the payment was made. (Exhibit 15; Exhibit C.)

10. In response to Advocate's request, an IPP meeting was held on September 24, 2025 (September 2025 IPP meeting) in which Claimant, Advocate, CSC Hurst, and Claimant representative Dr. Padron participated. In response to CSC Hurst's questions during the meeting, Claimant stated he bowled for a bowling team once a week as part of a bowling league. When Advocate inquired whether Service Agency would reimburse his payment for Claimant's league fees, CSC Hurst stated Service Agency would consider reimbursement only after reviewing a flyer for the bowling

league and an invoice for the payment. Advocate told CSC Hurst that the league does not have a flyer and does not issue invoices.

11. On September 24, 2025, the parties signed the IPP reflecting the agreements made at the September 2025 IPP meeting (September 2025 IPP). The September 2025 IPP stated that the IPP team did not agree on social recreation funding and that Advocate provided an invoice for the bowling team fees. The IPP agreement also stated that Advocate needed to submit a flyer from the league no later than October 9, 2025, for Service Agency to assess Claimant's reimbursement request. (Exhibit 14, p. A177.)

12. After the September 2025 IPP meeting, Advocate provided Service Agency with two additional documents to support his reimbursement request. The first is a handwritten letter dated September 10, 2025, from "Secretary Todd Blue," whom Advocate described as the bowling league's secretary. The letter was written on a blank piece of paper, stating the following: "We do not have a flyer for this league. The league bowls from 4/17/25 to 2/4/26 for a total of \$1,050 for league fees." (Exhibit 16.)

13. The second document is a signed invoice for the bowling league costs. (Exhibit 19.) The invoice is titled "Wednesday Valentine Fun Time League Bowling" and is numbered "001." The invoice reflects a date of October 28, 2025, and a charge of \$1,050 for "bowling" from April 17, 2025, to February 4, 2026. The invoice is directed to Claimant. Todd Blue of Bowlero Lancaster signed the invoice. Claimant provided no record showing Advocate paid the invoiced fees.

14. CSC Hurst, who testified at hearing, found Advocate's documentation of his payment of the bowling team fees to be problematic. From the documents supplied, CSC Hurst could not determine whether Advocate paid for the program

because Advocate's name was not found on any of the submitted paperwork. CSC Hurst also could not determine whether Claimant's bowling was part of an organized activity to meet Claimant's social recreation objectives. She asserted that a receipt saying the league is conducted at the Bowlero bowling alley was insufficient. CSC Hurst called the bowling alley three times to learn about the team program, but she was unable to speak with anyone about the program.

15. Service Agency Consumer Services Supervisor Fernanda Zavalza, M.S. (CSS Zavalza), supervises CSC Hurst and testified at hearing. CSC Zavalza first became aware of Advocate's request for reimbursement of Claimant's bowling fees on September 23, 2025, when CSC Hurst shared with her Advocate's email containing the September 2025 IPP meeting agenda. CSS Zavalza believed the documentation provided to support Claimant's reimbursement request was insufficient because it did not demonstrate Claimant was participating in an organized and structured activity. CSS Zavalza further objected to granting Claimant's reimbursement request because (1) Claimant denied any interest in bowling at the September 2024 IPP meeting, and (2) Claimant did not request reimbursement until several months after he joined the bowling team. CSS Zavalza asserted Claimant's request should have been made in April 2025, when Claimant was first considering joining the team, to provide Service Agency with time to evaluate Claimant's needs and the bowling program.

16. On November 7, 2025, CSS Zavalza contacted Claimant's SDP Financial Management Service (FMS) provider to inquire whether the FMS could reimburse Advocate for his payment to Bowlero Lancaster. The FMS provider wrote that FMS could not handle such reimbursement because services paid out of pocket by the client cannot be reimbursed through the SDP. (Exhibit 20, p. A191.)

17. Robin Monroe, Service Agency's SDP Manager, testified at hearing regarding funding Claimant's bowling activities as part of the SDP. According to Ms. Monroe, when the Claimant and the IPP team developed Claimant's SDP budget, Claimant did not seek funds for social recreation needs. Claimant's spending plan was based on the needs articulated in his September 2024 IPP and the IPP Addenda, none of which included social recreation objectives or funding. If Claimant wanted to include bowling as part of his SDP budget, Ms. Monroe asserted SDP rules required Claimant and Service Agency to schedule another IPP meeting to assess the changes in Claimant's needs and circumstances. Once the parties agreed on Claimant's new goals and services, Claimant's SDP budget and spending plan could be modified to include the new service provided Claimant supplied the required documentation. However, Ms. Monroe made clear that the new goals and services would only affect future funding and spending. The changes could not be implemented retroactively under the SDP.

Testimony by Advocate

18. Advocate has worked as an Educational Advocate for five to seven years. He is familiar with the provisions of the Lanterman Act and IPP planning requirements. Advocate asserted Claimant became interested in bowling in April 2025, when the bowling league began its season. Advocate acknowledged Claimant was not interested in bowling or social recreation activities when the September 2024 IPP meeting was held, and that Advocate did not discuss paying for the bowling league with Service Agency before he made the payment.

19. Advocate contended the documentation he provided to Service Agency was sufficient to prove he paid Claimant's bowling league fees. He asserted that the documentation requirements imposed by Service Agency were inconsistent with the

Lanterman Act, and that Service Agency's denial was retaliatory. As further support for his reimbursement claim, Advocate cited an OAH decision issued in June 2023 (OAH No. 2023040215) (Exhibit M) in which the ALJ agreed that Service Agency should reimburse Advocate for his payment of Claimant's bowling league fees.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. The Lanterman Act (Welfare and Institutions Code section 4500 et seq.) governs this case. (Further statutory references are to the Welfare and Institutions Code unless otherwise stated.) This is a proposed decision rather than a final decision because this case potentially involves funding under the SDP. (§ 4712.5, subd. (e).)
2. An administrative hearing to determine the rights and obligations of the parties is available under the Lanterman Act to appeal a regional center decision. (§ 4700.) Claimant timely requested a hearing following the Service Agency's denial of his request for reimbursement of bowling team expenses, and therefore, jurisdiction for this appeal was established.
3. The party seeking government benefits or services bears the burden of proof. (See, e.g., *Lindsay v. San Diego Retirement Bd.* (1964) 231 Cal.App.2d 156, 161 [disability benefits].) The standard of proof in this case is a preponderance of the evidence, because no law or statute (including the Lanterman Act) requires otherwise. (See Evid. Code, § 115.) This standard is met when the party bearing the burden of proof presents evidence that has more convincing force than that opposed to it. (*People ex rel. Brown v. Tri-Union Seafoods, LLC* (2009) 171 Cal.App.4th 1549, 1567.) In this case, Claimant bears the burden of proving, by a preponderance of the evidence,

that Service Agency is required to reimburse Advocate for \$1,050 in bowling league fees. Claimant has not met his burden.

Applicable Law

4. The purpose of the Lanterman Act is twofold: To prevent or minimize the institutionalization of developmentally disabled persons and their dislocation from family and community, and to enable them to approximate the pattern of everyday living of nondisabled persons of the same age and to lead more independent and productive lives in the community. (*Assn. for Retarded Citizens v. Dept. of Developmental Services* (1985) 38 Cal.3d 384, 388.)

5. To comply with the Lanterman Act, a regional center must provide services and supports that "enable persons with developmental disabilities to approximate the pattern of everyday living available to people without disabilities of the same age." (§ 4501.) The types of services and supports provided are "specialized services and supports or special adaptations of generic services and supports directed toward the alleviation of a developmental disability or toward the social, personal, physical, or economic habilitation or rehabilitation of an individual with a developmental disability, or toward the achievement and maintenance of independent, productive, normal lives." (§ 4512, subd. (b).) The determination of which services and supports a regional center must provide is based on "the needs and preferences of the consumer or, when appropriate, the consumer's family, and shall include consideration of a range of service options proposed by [IPP] participants, the effectiveness of each option in meeting the goals stated in the [IPP], and the cost-effectiveness of each option." (*Ibid.*)

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6. The IPP is centered on the individual and takes into account the individual's needs and preferences through consultation with the individual with disabilities, his authorized representative, if appropriate, and regional center representatives. (§ 4646, subd. (a).) The IPP planning process includes gathering information to determine an individual's life goals, capabilities, and strengths, and a statement of an individual's goals and the specific, time-limited objectives for implementing those goals. (§ 4646.5, subd. (a)(1) & (2).) The IPP must also include a schedule of the type and amount of services and supports to be purchased by the regional center or obtained from generic agencies or other resources to achieve the IPP goals and objectives, as well as the identification of the provider of service responsible for attaining each objective. (§ 4646.5, subd. (a)(5).) The IPP must be in conformance with a regional center's purchase of service policies. (§ 4646.4, subd. (a)(1).)

7. The SDP provides an alternative model for funding services and supports under the Lanterman Act. The purpose of the SDP is to provide consumers with an individual annual budget, increased flexibility and choice, and greater control over decisions, resources, and needed and desired services and supports to implement their IPPs. (§ 4685.8, subd. (a).)

8. Under the SDP, the planning team uses the "person-centered planning process" to develop the IPP for an SDP participant. The IPP for an SDP participant details the goals and objectives of the participant that are to be met through the purchase of participant selected services and supports. (§ 4685.8, subd. (c)(6).) An SDP participant's IPP is the basis for the SDP budget, which is intended to assist "the participant to achieve the outcomes set forth in the participant's IPP." (*Id.*, subd. (j).) The SDP budget is the amount of regional center funding available to the participant

for the purchase of services and supports necessary to implement the IPP. An SDP participant's spending plan is based on the IPP budget and is the plan the SDP participant uses to purchase goods, services, and supports necessary to implement their IPP. (*Id.*, subd. (c)(7).

Disposition

THE PARTIES' POSITIONS

9. According to his closing brief, Claimant is entitled to reimbursement of his bowling expenses under the traditional Lanterman Act funding rules because he has an established an ongoing IPP need for social recreation; funding of social recreation is mandatory under section 4646.5; Claimant enjoys and benefits from bowling; Service Agency incorrectly determined Claimant does not want to socialize or participate in social recreation activities; Service Agency imposed unlawful documentation requirements; Service Agency predetermined the issue and failed to justify its position with substantial evidence; and Claimant prevailed on this same issue in an earlier OAH proceeding so that the doctrine of collateral estoppel prevents Service Agency from relitigating the issue. (Exhibit N.)

10. Service Agency opposes Claimant's reimbursement request based on the requirements of the Lanterman Act and the SDP. According to Service Agency's closing brief, Service Agency is precluded from funding Claimant's bowling activity because the activity was never authorized through the IPP process; was not included in the SDP budget or spending plan; Claimant's reimbursement request is a prohibited retroactive funding request; and Claimant's documentation is insufficient and unverifiable. Service Agency further contends that granting Claimant's request for reimbursement would undermine the integrity of the SDP.

ANALYSIS

11. The facts and law pertinent to this case support Service Agency's position in this matter. Those facts show that the September 2024 IPP did not authorize funding for Claimant's bowling activities because Claimant indicated he was no longer interested in bowling as a form of social recreation or in any other form of social recreation. Claimant then waited until the day before his September 2025 IPP meeting to disclose to Service Agency that he had resumed bowling four months earlier and had paid \$1,050 in fees.

12. Under those facts, the Lanterman Act provides no mechanism for reimbursement. As a preliminary matter, Claimant's current documentation is insufficient to support a claim for reimbursement. The documentation did not describe the nature of Claimant's participation, did not indicate the date or method of payment, and did not indicate the identity of the payor. There was no evidence, such as a check stub or credit card invoice, showing Advocate paid the fees. Nonetheless, these deficiencies appear curable and are not necessarily fatal to Claimant's claim.

13. However, the Lanterman Act generally does not authorize reimbursement for payments made before obtaining Service Agency's authorization, commonly referred to as retroactive service authorizations. A purchase of service authorization must be obtained in advance from the regional center for all services purchased out of center funds. (Cal. Code Regs., tit. 17, § 50612.) Retroactive authorization is allowed only for emergency services under limited conditions. (*Id.*, § 50612, subd. (b)(1).) Thus, the regulations suggest that retroactive funding is only available when either the service has been preauthorized or in limited emergencies before such authorization can be obtained. Claimant's bowling was not preauthorized and does not constitute an emergency. Thus, none of the funding requirements is met here.

14. As made clear in Legal Conclusion 6, regional center services and funding are ordinarily provided to the consumer through the IPP process. (§ 4646.5.) The process of creating an IPP is intended to be collaborative. (§ 4646.) Services and supports are only funded by the regional center after such collaboration, and where both parties agree. (§§ 4646, 4648.) Thus, a claimant is not statutorily entitled to unilaterally obtain services and then seek regional center funding without prior notice to and consent from the regional center. (§§ 4646, 4648.)

15. Yet, the lack of specific statutory authorization is not dispositive of this issue. In the fair hearing context, an ALJ is empowered by statute to resolve "all issues concerning the rights of persons with developmental disabilities to receive services under [the Lanterman Act]." (§ 4706, subd. (a).) That statutory provision may be broad enough to encompass the right to retroactive benefits. However, if the Lanterman Act is to be applied as the Legislature intended, retroactive reimbursement should only be available in cases where equity requires it. Otherwise, the general requirements for funding services through the IPP process would be superfluous. Thus, based on the general principles articulated in *Association for Retarded Citizens v. Department of Developmental Services, supra*, 38 Cal.3d 384, reimbursement should be ordered when the principles of equity apply or when, if not granted, the purposes of the Lanterman Act would be thwarted.

16. Here, Claimant presented no equitable basis for granting his reimbursement request. The September 2024 IPP and its amendments, along with Claimant's SDP budget and spending plan, did not include funding for Claimant's bowling. Service Agency did not suggest it would fund Claimant's bowling after Claimant made clear in the September 2024 IPP meeting that he was no longer interested in bowling. Additionally, Claimant's reliance on a 2023 OAH decision is

misplaced. The decision is not binding on this proceeding. Moreover, the facts underlying the earlier decision show that the governing IPP at that time expressly authorized funding for bowling, and Service Agency agreed to fund Claimant's bowling, which is not the case here.

17. Denying retroactive authorization and reimbursement in this case also will not thwart the purposes of the Lanterman Act. As discussed above, decisions regarding the funding and provision of services and supports to a regional center consumer are supposed to be collaborative and required to be part of the IPP process. Claimant did not collaborate with Service Agency regarding Claimant's social recreation needs during the September 2024 IPP meeting or seek preauthorization for the bowling program before he paid the bowling league fees. As a result, Service Agency did not have an opportunity to suggest vendors, discuss whether the bowling program was sufficiently structured and organized to meet Claimant's IPP social recreation goals, or explore different social recreation options with him.

18. Moreover, the SDP offers no mechanism to fund Claimant's reimbursement request. Claimant's SDP budget makes no allowance for funding bowling, and thus, there are no available SDP funds to reimburse Claimant for his bowling costs. Claimant's FMS also informed Service Agency that it could not reimburse an individual for costs incurred outside the individual's SDP spending plan. In addition, the DDS Frequently Asked Questions regarding SDP make clear that a social recreation cost, such as bowling, cannot be paid outside of the SDP budget, as it is not a specifically excluded budget cost, such as insurance co-payment costs, rental payments, SSI payments, and FMS costs. (Exhibit 8, p. A68.)

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19. Contrary to Claimant's contentions, Service Agency has not denied Claimant's right to obtain funding for social recreation. Claimant may seek to add funds to his SDP budget for bowling team costs after demonstrating a change in circumstance or needs warrants amending the IPP, the SDP budget, and the SDP spending plan. (§ 4658.8, subd. (o).) However, the funds allocated to any new need or circumstance can only be used to fund future services, not reimburse past payments.

20. In sum, Claimant's request for Service Agency reimbursement of his bowling league expenses is made outside the IPP and SDP process. Claimant failed to demonstrate why he is exempt from Lanterman Act and SDP statutory requirements prohibiting such reimbursement. Service Agency therefore acted appropriately in denying Claimant's reimbursement request.

ORDER

Claimant's appeal is denied.

DATE:

CINDY F. FORMAN

Administrative Law Judge

Office of Administrative Hearings

BEFORE THE
DEPARTMENT OF DEVELOPMENTAL SERVICES
STATE OF CALIFORNIA

In the Matter of:

Claimant

OAH Case No. 2025100305

Vs.

DECISION BY THE DIRECTOR

North Los Angeles County Regional Center

Respondent.

ORDER OF DECISION

On December 18, 2025, an Administrative Law Judge (ALJ) at the Office of Administrative Hearings (OAH) issued a Proposed Decision in this matter.

The Proposed Decision is adopted by the Department of Developmental Services as its Decision in this matter. The Order of Decision, together with the Proposed Decision, constitute the Decision in this matter.

This is the final administrative Decision. Each party is bound by this Decision. Either party may request a reconsideration pursuant to Welfare and Institutions Code section 4712.5, subdivision (a)(1), within 15 days of receiving the Decision or appeal the Decision to a court of competent jurisdiction within 180 days of receiving the final Decision.

Attached is a fact sheet with information about what to do and expect after you receive this decision, and where to get help.

IT IS SO ORDERED on this day January 7, 2026.

Original signed by

Katie Hornberger, Deputy Director
Community Assistance and Resolutions Division (CARD)

BEFORE THE
DEPARTMENT OF DEVELOPMENTAL SERVICES
STATE OF CALIFORNIA

In the Matter of:

Claimant OAH Case No. 2025100305

RECONSIDERATION ORDER, DECISION
BY THE DIRECTOR

North Los Angeles County Regional Center,

Respondent.

RECONSIDERATION ORDER

On January 20, 2026, the Department of Developmental Services (Department) received claimant's application for reconsideration of a Final Decision issued by the Director on January 7, 2026.

The application for reconsideration is denied. A review of the Final Decision and record does not support a finding of factual or legal error that would change the Final Decision. The Final Decision remains effective as of January 7, 2026. All parties are bound by this Reconsideration Order and Final Decision.

Each party has the right to appeal the Final Decision to a court of competent jurisdiction within 180 days of receiving the Final Decision.

IT IS SO ORDERED on this day January 30, 2026.

Original signed by

Katie Hornberger, Deputy Director
Community Assistance and Resolutions Division
(CARD)