THE BEFORE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE CONSOLIDATED MATTERS OF:

PARENT ON BEHALF OF STUDENT, AND

LONG BEACH UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2017120319

OAH CASE NUMBER 2017081066

ORDER SHIFTING COSTS FROM OFFICE OF ADMINISTRATIVE HEARINGS TO ATTORNEYS FOR PARTIES

PROCEDURAL MATTERS

Pursuant to a discussion with the parties at a March 5, 2018 prehearing conference, the due process hearing in these consolidated matters was scheduled to proceed at 9:30 a.m. on March 13, 2018 and at 9:00 a.m. on March 14-15 and 20-22, 2018.

During the March 5, 2018 PHC call, the undersigned ALJ expressly reviewed the settlement notification section of the PHC order with Student's counsel, Tania Whiteleather, and District's counsel, Debra Ferdman. The ALJ emphasized the importance of complying with the PHC in the event of an after-hours settlement the day before the hearing, particularly as to leaving a message on the OAH settlement hotline, to avoid having the ALJ drive to the hearing site unnecessarily. The PHC order served on the parties on March 6, 2018 provided in pertinent part (capital letters in original, bold italics added):

> Settlement … ***The parties shall inform OAH in writing immediately*** should they reach a settlement or otherwise resolve the dispute before the scheduled hearing. In addition, if a settlement is reached within five days of the scheduled start of the due process hearing, the parties shall also inform OAH of the settlement by telephone at (916) 263-0880.
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> IF A FULL AND FINAL WRITTEN SETTLEMENT AGREEMENT IS REACHED ***AFTER 5:00 P.M. THE DAY PRIOR TO HEARING, THE PARTIES SHALL LEAVE A VOICEMAIL MESSAGE*** REGARDING THE SETTLEMENT AT (916) 274-6035. THE PARTIES SHOULD ALSO LEAVE CONTACT INFORMATION SUCH AS CELLULAR PHONE NUMBERS OF EACH PARTY OR COUNSEL FOR EACH PARTY. THE PARTIES SHOULD SIMULTANEOUSLY **EMAIL THE SIGNATURE PAGE OF THE SIGNED AGREEMENT OR A LETTER WITHDRAWING THE CASE TO THE OAH AT** https://www.dgsapps.dgs.ca.gov/oah/oahsftweb.

> *Dates for hearing will not be cancelled until the letter of withdrawal or signature page of the signed agreement has been received by OAH*. If an agreement in principle is reached, the parties should plan to attend the scheduled hearing unless different arrangements have been agreed upon by the assigned ALJ. The assigned ALJ will check for messages the evening prior to the hearing or the morning of the hearing.
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> Failure to Comply with this order may result in … sanctions.

The PHC order also required District to ensure that the hearing room was configured into a courtroom setting.

On March 12, 2018, the parties filed a joint request for the hearing to go dark on March 13, 2018, and to begin on March 14, 2018, because the parties were finalizing a settlement in principle. OAH granted the request, subject to the condition that the parties file notices of withdrawal, requests for dismissal or notice of settlement subject to board approval[1] in their respective cases no later than 3:00 p.m. on March 13, 2018, or the hearing would proceed as scheduled on March 14, 2018.

At 3:49 p.m. on March 13, 2018, staff from the office of Student's counsel telephoned OAH and informed it that the parties were in the process of gathering signatures and would file a dismissal by 5:00 p.m. that evening. Based upon subsequent

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[1] Notice of a settlement agreement subject to board approval must include a fully executed signature page and the date of the board meeting for OAH to set a status conference and take the hearing off calendar.

filings with OAH, the parties fully executed a written settlement agreement of both Student's case and District's case at 5:14 p.m. on March 13, 2018. No board approval was required and the agreement was final.

However, the parties did not file requests for dismissal by 5:00 p.m. on March 13, 2018. The parties did not file any paperwork at any time on March 13, 2018. Neither party called the settlement hotline, on the evening of March 13, 2018 or the morning of March 14, 2018, to alert the ALJ that a fully executed written settlement agreement had been reached.

Because OAH was not timely notified of the settlement agreement in accordance with the PHC order, the ALJ was required to: review her preparation for hearing after hours on March 13, 2018 (0.75 hours); travel to the hearing site on March 14, 2018 (1.75 hours); sign in at the location, make arrangements for the bungalow designated for hearing to be unlocked, configure the hearing room because District had not done so, and set up the audio recording equipment (1.0 hours).

At 8:52 a.m. on March 14, 2018, minutes before the scheduled start of hearing, District filed a notice of dismissal of District's case, leaving Student's case to proceed to hearing.

At 9:00 a.m. on March 14, 2018, Ms. Whiteleather contacted OAH and informed it that she thought District had submitted dismissal paperwork before 5:00 p.m. the day before, and that she would file a dismissal. Instead, at 9:03 a.m., Ms. Whiteleather filed a notice of settlement with a fully executed signature page, indicating a settlement subject to board approval, but did not include the date of the board meeting and Student's case was not taken off calendar.

By 9:30 a.m. on March 14, 2018, neither party had appeared for hearing. The ALJ opened the record for purposes of setting an Order to Show Cause re sanctions, with written order to follow, re-packed the audio recording equipment, and signed out of school premises at 10:00 a.m. (0.75 hours). The ALJ traveled back to the OAH offices in Van Nuys (1.5 hours) and an order to show cause why parties and counsel should not be ordered to pay expenses was prepared, reviewed and finalized (1.5 hours)

At 10:29 a.m. on March 14, 2018, Student filed a notice of withdrawal of Student's case, almost one and a half hours after the scheduled start of the hearing.

On March 14, 2018, OAH issued an order to show cause why parties and counsel should not be ordered to pay the OAH's expenses for failure to comply with OAH orders and notify OAH of the final settlement of both cases, scheduled to be heard on April 2, 2018.

On March 20, 2018, Ms. Ferdman filed a sworn declaration that the attorneys working on the settlement "simply forgot" to notify OAH of the settlement. Also on March 20, 2018, Ms. Ferdman's supervisor Adam Newman filed a sworn declaration stating that his firm had done an internal follow-up and assured OAH that the attorneys in his firm would not again fail to contact OAH when a settlement was reached the day before the scheduled hearing. Both attorneys acknowledged that District's counsel should have filed a notice of settlement and called the after-hours telephone number in the PHC order, stated that the oversight was inadvertent, and apologized for the inconvenience to the ALJ.

On March 23, Ms. Whiteleather filed a sworn declaration with facts involving the settlement consistent with District's version. However, Ms. Whiteleather stated that she

"anticipated that District would … file the signature page" of the settlement, and that it was error for her not to have checked that evening to confirm that District had filed the document. She stated that she discovered the document had not been filed the following morning when she checked OAH's online calendar just before 9:00 a.m., began travel to the hearing site which was 10 minutes away, but turned around when someone not identified in the declaration told her that the ALJ had left the site. Ms. Whiteleather stated that it was an inadvertent oversight, and her error, that she did not contact OAH "before 5:00 p.m." on March 13, 2018 regarding the "pending" signatures on the "proposed" agreement.

On April 2, 2018, at the telephonic conference on the order to show cause, Ms. Ferdman stated that the failure to contact OAH was unintentional, and that there was no intent to be disrespectful or cause inconvenience to anyone involved. Her supervisor, who was also on the call, expressed deep regret for failing to comply with OAH's orders, and for the inconvenience caused to the ALJ. He urged that the facts in this case were situational and not a pattern, stressed the pride his firm takes in a reputation of professionalism and courtesy to opposing counsel and OAH, and urged the ALJ to take into account the efforts made to settle the matter to avoid the costs and judicial resources associated with going to hearing

Ms. Whiteleather stated that because settlement documents had not been filed with OAH by 3:00 p.m. the day before the hearing, she anticipated that the hearing was going forward as scheduled, because "that's how OAH does business." She claimed to have arrived at her office at 8:45 a.m. to pick up her things, drive to the hearing site 10 minutes from her office, and inform the ALJ of the settlement.

FACTUAL FINDINGS

The PHC order required each party, upon final settlement of the consolidated cases at 5:14 p.m. on March 13, 2018, to (i) immediately file, by fax or efile, withdrawals or requests for dismissal of their respective cases, and (ii) leave voicemail messages on the settlement hotline that a final settlement of their case had been reached and withdrawals or requests for dismissal filed.

When the final settlement agreement was fully executed, both Ms. Whiteleather and Ms. Ferdman made the affirmative choice to move on to personal or professional matters instead of immediately notifying OAH of the settlement. Ms. Ferdman had no plan for when District's request for dismissal would be filed or when OAH would be notified that District's case had settled. Ms. Whiteleather had no intention of notifying OAH regarding the settlement of Student's case that evening, and planned to wait until the following morning to check the OAH calendar to determine if District had filed sufficient documentation to obtain dismissals of both consolidated cases. Both attorneys knew that their actions would cause unnecessary delay in the filing of the withdrawals or requests for dismissal, and in OAH being notified that the consolidated cases had been settled.

The actions of Ms. Whiteleather and Ms. Ferdman did cause unnecessary delay in the filing of Student's notice of withdrawal and District's request for dismissal, and in OAH being notified that the consolidated cases had been settled.

Neither Ms. Whiteleather nor Ms. Ferdman intended to, or did, appear for the consolidated hearing at 9:00 a.m. on March 14, 2018.

If parties notify OAH of an after-hours settlement by filing a withdrawal or notice of settlement and confirming the filing by a voicemail message on the settlement hotline with their contact information, OAH will take the hearing off calendar when it opens for business at 8:00 a.m. the following morning. OAH will also contact the parties and the ALJ to avoid travel to the hearing site by the participants.

Had the parties timely complied with the PHC order, the hearing would have been taken off calendar when OAH opened for business on March 14, 2018. ALJ Hohensee would have been notified of the parties' withdrawals or requests for dismissal through the settlement hotline the evening before the hearing, and would not have driven to the hearing site. In addition, ALJ Hohensee held off final preparation for the hearing in light of the parties' communications to OAH that a settlement would be reached before close of business, and her after-hours preparation would have been avoided had the parties timely notified OAH at 5:14 p.m. that a final settlement agreement had been fully executed.

Both Ms. Whiteleather and Ms. Ferdman are experienced special education attorneys who have practiced before OAH for many years. Both attorneys participated in the March 5, 2018 PHC and were aware that if they did not comply with the settlement notification provisions of the PHC order the evening before the hearing, OAH would send an ALJ to the hearing site to prepare for hearing.

Ms. Whiteleather and Ms. Ferdman acted in bad faith in failing to immediately notify OAH of the settlement of the consolidated cases, in writing and by message on the afterhours settlement hotline, in compliance with the PHC order.

As a result of the parties' failure to notify OAH of the settlement of their respective cases in accordance with the PHC order, OAH unnecessarily expended a total of 5.75 hours for after-hours hearing preparation, travel to and time at the hearing site by ALJ Hohensee, 1.5 hours for ALJ Hohensee and her presiding judge to draft, review and issue the OSC re sanctions, and in excess of 4.0 hours for ALJ Hohensee to conduct the hearing on the OSC re sanctions, prepare the order shifting expenses, and have the order reviewed and issued, for a total of 11.25 hours.[2]

The California Department of Education is billed for the ALJ's time at $276 per hour. The ALJ services unnecessarily expended as a direct and inevitable result of the actions of Ms. Whiteleather and Ms. Ferdman totaled $3,105, or 11.25 hours at $276 per hour.

APPLICABLE LAW

Due process hearings in special education matters must be held at a time and place reasonably convenient to the parent or guardian of the pupil. (Ed. Code, § 56505, subd. (b).) OAH complies with this requirement by scheduling due process hearings to be held at the local school or school district offices, unless the parties request another location. (Special Education Handbook, "Location of the Hearing," p. 51.) https://www.documents.dgs.ca.gov/oah/SE/Handbook.4.5.18.pdf.

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[2] ALJ Hohensee informed the parties during the hearing on the OSC that she would not included more than 4.0 hours for review of the parties' responses, conduct of the OSC hearing preparation and issuance of the order re sanctions in her calculation if sanctions were to be imposed.

In certain circumstances, an ALJ presiding over a special education proceeding is authorized to shift expenses from one party to another, or to OAH. (Gov. Code, §§ 11405.80, 11455.30; Cal. Code Regs., tit. 1, § 1040; Cal. Code. Regs., tit. 5, § 3088; see also *Law Revision Comments* to § 11455.30 (1995); *Wyner ex rel. Wyner v. Manhattan Beach Unified School Dist.* (9th Cir. 2000) 223 F.3d 1026, 1029.) Only the ALJ presiding at the hearing may place expenses at issue. (Cal. Code. Regs., tit. 5, § 3088, subd. (b).) [3]

The ALJ presiding over a hearing may, with approval from the General Counsel of the California Department of Education, "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 as defined in Section 128.5 of the Code of Civil Procedure." (Gov. Code, § 11455.30, subd. (a); Cal. Code Regs., tit. 1, § 1040; Cal. Code. Regs., tit. 5, § 3088, subd. (e).) Absent exceptional circumstances, a law firm shall be held jointly responsible for violations committed by its partners, associates or employees. (Code Civ. Proc., § 128.5, subd. (f)(1)(C).)

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[3] Section 3088 refers to "presiding hearing officers." However, the ALJ presiding over the hearing is the presiding officer. Government Code section 11405.80 states: "Presiding officer means the agency head, member of the agency head, administrative law judge, hearing officer, or other person who presides in an adjudicative proceeding." This section makes clear that an ALJ who presides in an adjudicative proceeding is the "presiding officer," a point confirmed in *Wyner v, Manhattan Beach Unified Sch. Dist., supra* 223 F.3d at page 1029, where the court stated, "Clerarly, § 3088 allows a hearing officer to control the proceedings, similar to a trial judge."

An order of sanctions shall be limited to what is sufficient to deter repetition of the action or tactic or comparable action or tactic by others similarly situated. (Code Civ. Proc., § 128.5, subd. (f)(2).) If warranted for effective deterrence, an order may direct payment of some or all of the reasonable attorney's fees and other expenses incurred as a direct result of the action or tactic. (*Id.*) The courts shall vigorously use their sanction authority to deter improper actions or tactics. (Code Civ. Proc., § 128.5, subd. (g).)

A finding of "bad faith" under Section 128.5 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 (West Coast).) An attorney may be sanctioned because he or she fails to call the court and opposing counsel to alert them to his inability to attend a hearing. (*Ibid*) Such conduct is "discourteous ... and not in good faith' and Section 128.5 "does not require willfulness to be an aspect of the [improper] actions or tactics." (*Id.*, at p. 702-703, citing *In Re Marriage of Gumabao* (1984) 150 Cal. App. 3d 572, 577 (*Gumabao*).)

Multiple California cases have found the failure to notify the court and opposing counsel of the intent not to appear to be sanctionable conduct. In *Mungo v. UTA French Airlines* (1985) 166 Cal. App. 3d 327, an attorney requested a trial continuance that was denied. He appeared at trial and again requested a continuance, and when that was denied, he dismissed the case. The appellate court found that counsel had the responsibility not to lead the court and opposing counsel to believe that there would be a trial on the day scheduled, and such conduct indicated bad faith. (*Id.*, at p. 333.)

Similarly, in West Coast, attorneys for one party engaged in an "inadvised series of events" that culminated in requiring opposing counsel to prepare for and travel to the courthouse for trial when they knew or should have known that the matter would

not go to trial. The appellate court noted that the attorneys' actions abused not only the opposing party, but the courts as well. (*West Coast*, supra, 2 Cal. App. 4th at p. 704.) It found the attorneys' conduct in bad faith and for the sole purpose of harassing the other party, and sanctionable under Section 128.5. (*Ibid*) It also quoted from the Second Circuit as a parting observation that:

> It is perhaps time that the courts, both trial and appellate, begin to speak and react more forcefully. ... It is not fair to the opposing litigant who is victimized by such tactics and it is not fair to the greatly overworked judicial system itself and those citizens with legitimate disputes waiting patiently to use it. In those cases where abuse is present, and award of substantial sanctions is proper.
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> (*West Coast*, supra, 2 Cal. App. 4th at p. 708, quoting *National Secretarial Service, Inc. v. Froehlich* (1989) 210 Cal. App. 3d 510, 526.)

In Gumabao, the attorney had a new trial scheduled to begin, but had not completed a current ongoing trial. He left a note for his secretary to notify the other court on the morning of the new trial that he would appear at 11:00 a.m. rather than 9:00 a.m. as scheduled. The ongoing case continued into the afternoon, and the attorney notified the court for the new trial that he would appear by 2:30 p.m. The new trial was trailed to 2:00 p.m. and then continued to another day. The trial court imposed Section 128.5 sanctions on the attorney, consisting of the costs of opposing counsel's appearance on the day of trial. The appellate court upheld the award, finding

that Section 128.5 empowers a trial court to award attorney's fees as sanctions against an attorney who was aware of his inability to appear at the time set for trial, had an opportunity to but failed to take appropriate steps to notify opposing counsel of such inability, and failed to adequately inform the court of the reasons for his or her delay in appearance. (*Gumabao*, supra, 150 Cal. App. 3d at pp. 573-574.)

The Court of Appeal in *Gumabao* rejected the attorney's contention that his actions were not willful, and found that his failure to notify the court and opposing counsel that he would not be able to appear, or the reasons for the nonappearance, were properly construed by the trial court as a delaying tactic. (*Id.*, at p. 577.) It reasoned that even if being engaged in another trial was a valid excuse for not appearing, the attorney's discourteous act of not notifying opposing counsel and the court was not in good faith, was frivolous and caused unnecessary delay, and justified that attorney being held responsible for the attorney's fees of the opposing party. (*Ibid*) The appellate court held that sanctions may be imposed under Section 128.5 even where actions are not willful since that section does not require willfulness to be an aspect of actions or tactics. (*Ibid*)

LEGAL CONCLUSIONS

These consolidated matters involved a case filed by Student and a case filed by District. Each party had a separate responsibility to notify OAH if a settlement of their respective cases occurred prior to the scheduled hearing.

Because OAH conducts its hearings at school sites and school district offices for the convenience of parents, OAH must be notified of a settlement no later than

the evening before the hearing to avoid the expenditure of judicial resources on unnecessary travel and hearing preparation. The PHC order required Ms. Whiteleather and Ms. Ferdman to immediately file a withdrawal or notice of settlement and to call the after-hours settlement hotline for precisely that purpose. Counsel were reminded of the importance of immediately notifying OAH of any after-hours settlement at the PHC of March 5, 2018.

The settlement of the consolidated cases was reached at 5:14 p.m. on March 13, 2018, mere minutes after close of business for OAH (and possibly during business hours for Ms. Whiteleather's and Ms. Ferdman's law firms). Ms. Whiteleather and Ms. Ferdman each had ample opportunity during the following 12 hours to file their withdrawals and leave messages on the settlement hotline, which would have given OAH sufficient notice to avoid having ALJ Hohensee make an unnecessary trip to Long Beach.

Both Ms. Whiteleather and Ms. Ferdman delayed notifying OAH of the settlement of their respective cases until the morning of the hearing on March 14, 2018. This bad faith conduct resulted in an unnecessary delay in OAH becoming aware of the final resolution of pending cases, and in the unnecessary expenditure of scarce judicial resources for a hearing at which neither attorney intended to appear. Such an abuse of California's system of due process for children with exceptional needs warrants an award of Section 128.5 sanctions.

Ms. Whitleather's representation at the hearing on the OSC that she intended to appear at the hearing as scheduled at 9:00 a.m. was not credible. It conflicted with her sworn declaration that she anticipated District would file settlement documentation with OAH, and that she checked the OAH website at 8:45 a.m. to confirm that the hearing

had gone off calendar. Ms. Whitleather then contacted OAH and said that she thought District had filed a dismissal, and subsequently filed a notice of settlement from her office at 9:03 a.m., which were not the actions of an attorney who intended to appear 9:00 a.m. for hearing at another location. Ms. Whiteleather's statement that she was in her car and driving to the hearing site before 9:00 a.m., and only turned back when she was told that the ALJ had left the premises, was not believable both because she could not identify who had made such a statement and because the ALJ was present at the hearing site until 10:00 a.m. that morning.

Ms. Whiteleather's argument that she did not need to notify OAH of the settlement because OAH had ordered the parties to appear for hearing regardless of whether settlement documents were filed with OAH after 3:00 p.m. on March 13, 2018, fails for several reasons. First, Ms. Whiteleather did not intend to appear at the hearing. Second, Ms. Whiteleather contacted OAH after 3:00 p.m. on March 13, 2018 and represented that dismissals would be filed before 5:00 p.m., which is not the conduct of an attorney who believes that the hearing will go forward the next day regardless of whether a settlement is reached. Third, regardless of whether the parties were ordered to appear on March 14, 2018, if they did not file paperwork by 3:00 p.m. the day before, the PHC order expressly required the parties to immediately notify OAH in writing and on the after-hours settlement hotline if a settlement was reached the day before the hearing. Nothing in the conditions for the hearing to go dark on March 13, 2018 modified or nullified the express settlement notification requirements of the written PHC order.

Lastly, Ms. Whiteleather's argument displays an implausible lack of understanding of how OAH "does business." OAH does not require parties to proceed to hearing if they have reached a final settlement or a fully executed settlement subject to board approval. Rather, OAH provides the parties with an opportunity to obtain final signatures that could not be obtained before the hearing on the morning of the hearing, when all persons critical to the due process proceeding are present. If a party files a withdrawal or notice of settlement subject to board approval with a fully executed signature page, and leaves a message on the settlement hotline that such settlement paperwork has been filed, the ALJ assigned to the hearing will receive the message, and based upon the representation on the settlement hotline, can avoid unnecessary travel to a hearing site. However, the ALJ cannot avoid unnecessary travel, and OAH cannot assign the ALJ to other matters, if parties who settle the night before the hearing fail to file the appropriate paperwork or notify OAH on the afterhours hotline, as the attorneys did here.

In her declaration, Ms. Whiteleather admitted error for failing to notify OAH "before 5:00 p.m." of "pending" signatures on the "proposed" settlement agreement. This statement demonstrates an inexcusable refusal to take responsibility for complying with the letter and the spirit of the PHC order. OAH did not require notice during business hours of a proposed and unsigned agreement. It required after-hours notification of a fully-executed and final agreement settling Student's case.

As to Ms. Ferdman, she provided no reason for failing to notify OAH that the parties had a completed settlement agreement, even after receiving several notifications from OAH over the course of this matter of the need to notify OAH of settlement. Ms. Ferdman did not notify OAH of the settlement of District's case until

after she was informed on the morning of March 14, 2018 that an ALJ was at the hearing location, and her failure to comply with simple instructions to notify OAH of the settlement caused ALJ Hohensee to make an unnecessary trip.

Both counsel for Student and District had a separate responsibility to comply with the PHC order and notify OAH of the settlement of their respective cases in these consolidated matters. Therefore, imposition on each attorney of 50 percent of the $3,105 in expenses expended by OAH as a result of their bad faith conduct as sanctions is an equitable distribution. Accordingly, Section 128.5 sanctions of $1,552.50 each will be imposed on Ms. Whiteleather and on Ms. Ferdman. The respective law firms for Ms. Whiteleather and Ms. Ferdman are jointly responsible for the violations committed by their attorneys, and will be held jointly liable for the sanctions imposed on their attorneys.

The amount of these fees, which were the result of the attorneys' bad faith actions, should be sufficient to deter Ms. Whiteleather and Ms. Ferdman, or other attorneys similarly situated, from a repetition of such conduct.

This order has been approved by the General Counsel of the California Department of Education.

ORDER

1. Tania L. Whiteleather and the Law Offices of Tania L. Whiteleather shall pay the Office of Administrative Hearings by certified check the sum of $1,552.50 as cost sanctions. These sanctions are imposed on Tania L.

Whiteleather and the Law Offices of Tania L. Whiteleather jointly and severally. Neither Ms. Whiteleather nor the Law Offices of Tania L. Whiteleather shall pass these costs on to Student or Parents.

2. Within 30 days, Debra K. Ferdman and Atkinson, Adelson, Loya, Ruud and Romo Romo shall pay the Office of Administrative Hearings by certified check the sum of $1,552.50 as cost sanctions. These sanctions are imposed on Debra K. Ferdman and Atkinson, Adelson, Loya Ruud and Romo jointly and severally. Neither Ms. Ferdman nor Atkinson, Adelson, Loya, Ruud and Romo shall pass these costs on to District.

IT IS SO ORDERED.

Date: May 17, 2018

ALEXA J. HOHENSEE
Administrative Law Judge
Office of Administrative Hearings