

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE CONSOLIDATED MATTERS INVOLVING:

PARENTS ON BEHALF OF STUDENT,

and

ROCKLIN UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2026041248

OAH CASE NUMBER 2026061080

ORDER DENYING MOTION TO STRIKE AND REQUEST FOR
SANCTIONS

AUGUST 13, 2026

On July 28, 2026, Rocklin Unified School District filed with the Office of Administrative Hearings, called OAH, a Motion to Vacate Dates. Rocklin Unified contended the dates in the consolidated matters should be vacated because Student accepted on June 28, 2026, a statutory offer of settlement from Rocklin Unified.

On July 29, 2026, Student filed an opposition to the motion, and also moved to strike the motion and to sanction Rocklin Unified and its attorneys by shifting to Rocklin Unified and its attorneys, the cost of the attorney fees Student incurred to respond to the motion.

On July 30, 2026, OAH denied Rocklin Unified's motion to vacate dates. OAH found the parties had not entered into a final settlement agreement, and therefore, vacating the dates in the consolidated matters was improper. OAH also found the written notification filed by Rocklin Unified insufficient to support vacating the dates because the notification failed to include the parties' signatures to establish a final settlement was reached, as required by OAH.

Regarding Student's request for sanctions and to shift costs to Rocklin Unified and its attorneys, Student contends the motion to vacate dates was frivolous and made in bad faith. Student argues the authority relied on by Rocklin Unified in *M.D. v. Office of Administrative Hearings* (C.D. Cal. Sept. 28, 2007, No. SACV 06-861 JVS(MLGx) 2007 WL 9728660, (*M.D.*)), did not support Rocklin Unified's motion. Further, Student argues Rocklin Unified acknowledged the parties were still engaged in on-going negotiations and no final settlement agreement had been reached at the time Rocklin Unified filed its motion to vacate dates, and therefore, the motion was in bad faith and frivolous. Student incurred attorney's fees to respond to the motion in the amount of \$2,310, which Student seeks to shift to Rocklin Unified and its attorneys.

On July 31, 2026, Rocklin Unified filed an opposition to motion to strike and to shift the costs of Student's attorney fees to Rocklin Unified and its attorneys. Rocklin Unified contends the motion to vacate dates was not made in bad faith and was not entirely without merit or frivolous, because such a motion had been granted previously by OAH as discussed in *M.D.*

In certain circumstances, an administrative law judge, called 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. 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."].) Only the ALJ presiding at the hearing may place expenses at issue. (Cal. Code. Regs., tit. 5, § 3088, subd. (b).)

An ALJ presiding over a hearing may, without first obtaining approval from 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. (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 are 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).) Filing a complaint without serving it on the other party is not within the definition of actions or tactics. (*Ibid.*) 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.)

Rocklin Unified's motion to vacate dates, though not well supported by law or practice, was not totally and completely without merit because Rocklin Unified relied on a prior OAH ruling in 2006, addressed in *M.D.*, that Rocklin Unified in good faith thought supported its motion. Further, the motion was not totally and completely without merit, nor in bad faith, merely because Rocklin Unified interpreted the facts in these matters, specifically the finality of the settlement agreement for purposes of vacating hearing

dates, differently from Student's and OAH's interpretation. Accordingly, Student's motion to shift costs to Rocklin Unified and its attorneys, and motion to strike Rocklin Unified's motion to vacate dates are denied.

ORDER

1. Student's motion for sanctions is denied.
2. Student's motion to strike Rocklin Unified's motion to vacate dates is denied.

Rommel P. Cruz

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Administrative Law Judge

Office of Administrative Hearings