

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

IN THE MATTER OF:
PARENT ON BEHALF OF STUDENT,

v.

LOS ANGELES UNIFIED SCHOOL DISTRICT.

OAH CASE NUMBER 2026050998

ORDER DENYING MOTION TO QUASH SUBPOENA

SEPTEMBER 4, 2026

On May 26, 2026, Student filed a Notice of Remand regarding Office of Administrative Hearings, called OAH, case number 2024020026. The matter is currently set for a due process hearing on September 15, 2026.

On August 26, 2026, Los Angeles Unified School District may have issued a subpoena duces tecum on the Custodian of Records of Accelerated Charter School, although no proof of service has been filed and it is quite possible the subpoena duces tecum has not yet been served on the Custodian of Records of Accelerated Charter School. A notice to consumer was sent to Student advising Student of the subpoena duces tecum directed to the Custodian of Records of Accelerated Charter School. A copy of the subpoena duces tecum was sent to Student with the notice to consumer. The subpoena duces tecum to the Custodian of Records of Accelerated Charter School

requests the February 2024 settlement agreement between Student and Accelerated Charter School in OAH case number 2024020026, to be produced on September 15, 2026, the first day of hearing.

On August 31, 2026, Student filed a motion to quash the subpoena duces tecum on the grounds that although Los Angeles Unified provided Student the notice to consumer copy of the subpoena duces tecum by the deadline under California Code of Civil Procedure sections 1987, subdivision (c), and 1985.3, subdivision (d) as incorporating the timelines indicated in Code of Civil Procedure section 2020.410, the original transmission failed to attach the declaration of Los Angeles Unified's attorney Patrick Balucan regarding the reasonable necessity of the requested document, which was received by Student the next day. Student calls this failure "egregious."

Student also argues Los Angeles Unified has failed to demonstrate reasonable necessity for the subpoenaed document and calls the document immaterial.

On September 1, 2026, Los Angeles Unified opposed Student's motion.

During the prehearing conference on September 4, 2026, the parties presented oral argument on Student's motion.

A party to a due process hearing under the Individuals with Disabilities Education Act has the right to present evidence and compel the attendance of witnesses in "a hearing conducted pursuant to subsection (f) or (k)" of section 1415 of title 20 of the United States Code. (20 U.S.C. § 1415(h); see also Ed. Code, § 56505, subd. (e).)

California Code of Regulations, title 5, section 3082, subdivision (c)(2), specifies the right of the parties in a special education hearing to compel the attendance of witnesses at hearing. That regulation states, "The hearing officer shall have the right to

issue Subpoenas (order to appear and give testimony) and Subpoenas Duces Tecum (order to produce document(s) or paper(s) upon a showing of reasonable necessity by a party).” Thus, subpoenas are available to require the production of information that is reasonably necessary for a party to present their case at hearing.

In the absence of regulations pertaining to the details of subpoena processes in administrative hearings, OAH requires parties to comply with procedures described in the California Code of Civil Procedure. Code of Civil Procedure section 1985 governs the issuance of subpoenas. In accordance with the Code of Civil Procedure, OAH allows attorneys to issue subpoenas to witnesses to require their attendance at hearing and/or the production of documents and things, and allows self-represented parents to obtain the signature of a presiding judge on a subpoena for testimony and/or documents and things, and the parent must then properly have the witness served.

Special education law does not specifically address motions to quash subpoenas or subpoenas duces tecum. In ruling on such motions, OAH relies by analogy on the relevant portions of the Code of Civil Procedure. Code of Civil Procedure section 1987.1, provides that a court may make an order quashing a subpoena entirely, modifying it, or directing compliance with it upon such terms or conditions as the court shall declare, including protective orders.

Student was not prejudiced by the transmission of Los Angeles Unified’s attachment statement of reasonable necessity the next morning, which was a total of four business hours, after the notice to consumer and subpoena duces tecum were served on Student’s attorney. Student immediately filed a motion to quash based on substantive grounds in addition to the alleged untimeliness of the statement of reasonable necessity. Student’s objection to the timeliness of the “complete” subpoena duces tecum is overruled.

Student rejects Los Angeles Unified's assertion that the settlement agreement reflecting what remedies Student obtained from the charter school he attended during the period at issue is relevant and probative to the issue of what remedies would be available to Petitioner at the due process hearing. Student ignores the determination Student sought and successfully obtained from the United States District Court for the District of Central California, called the District Court, that:

- although Student attended Accelerated Charter School, which was chartered, called authorized, by Los Angeles Unified in a manner that made Accelerated Charter School not a local educational agency but rather merely a school of Los Angeles Unified, and that
- Los Angeles Unified might therefore have liability to Student for any denial of free appropriate public education because of its status as the local educational agency responsible for Student's free appropriate public education during the time period at issue.

Student's February 2024 settlement agreement with Accelerated Charter School resulted in Student dismissing Accelerated Charter School from OAH case number 2024020026, with prejudice. Student's attempt to avoid the production of his settlement agreement disregards the principle that for any wrong, there is only one recovery, known as the one satisfaction rule and also known as the prohibition against double recovery. Under California law, an injured party is entitled to be made whole, but they cannot recover more than their actual damages for a single injury, even if they sue multiple people or use different legal theories. (See Restatement (Third) of Torts: Remedies § 3 TD No 1 (2022).)

Student mistakenly argues, "When a student receives services outside of school through insurance or private pay (when the parent declines to seek reimbursement from

the school district), these services are not weighed against an award of compensatory educational services in a due process case,” attempting to assert the collateral source rule. That equitable doctrine is reserved for the situations like Student argued, such as benefits received under an insurance policy for which the plaintiff paid the premiums to cover events of loss like those caused by the defendant. It does not include remedies obtained as settlement of a lawsuit by one defendant in a lawsuit plaintiff filed against multiple defendants regarding the same injury, as Student did here in OAH case number 2024020026.

If Student prevails in his claim against Los Angeles Unified, Student’s attempt to obtain remedies from Los Angeles Unified may result in double recovery if the remedies Student already obtained from Accelerated Charter School are not known to the Administrative Law Judge and considered in determining any award, through an analysis called offset or setoff.

Student’s motion to quash makes clear Student does not desire this document to be made available to Los Angeles Unified, or the Administrative Law Judge. Los Angeles Unified cooperatively sought the February 2024 settlement agreement from Accelerated Charter School, which the District Court determined is merely a school of Los Angeles Unified. But Accelerated Charter School declined to provide a copy of that document to the local educational agency of which the District Court determined it is a part. Los Angeles Unified established it is reasonably necessary to obtain the settlement agreement between Student and Accelerated Charter School to fairly litigate Student’s pursuit of remedies against Los Angeles Unified. Los Angeles Unified also established and that it has unsuccessfully used means short of a subpoena duces tecum to attempt to obtain it.

ORDER

1. Student's motion to quash Los Angeles Unified's subpoena duces tecum the Custodian of Records of Accelerated Charter School is denied. The records shall be produced by the Custodian of Records of Accelerated Charter School to the Administrative Law Judge on the first day of the hearing in this matter through the use of the Case Center website as directed in the subpoena duces tecum.
2. Counsel for Los Angeles Unified shall immediately serve a copy of this Order on the Custodian of Records for Accelerated Charter School.
3. Counsel for Los Angeles Unified shall immediately provide to the Office of Administrative Hearings the email address to which the Case Center invitation shall be sent for the Custodian of Records of Accelerated Charter School to produce the responsive document or documents.

Kara Hatfield

Kara Hatfield

Administrative Law Judge

Office of Administrative Hearings