BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Matter of:	
PARENT ON BEHALF OF STUDENT,	OAH Case No. 2017061134
v.	ORDER DENYING STUDENT'S REQUEST TO SET ASIDE SETTLEMENT AGREEMENT
DESERT SANDS UNIFIED SCHOOL DISTRICT.	

On August 10, 2017, Student moved to set aside the settlement agreement reached with Desert Sands Unified School District on August 1, 2017, which is subject to approval by the District's Board on August 15, 2017. District has not filed a response.

Student's Request to Set Aside Settlement Agreement

On August 10, 2017, Parent, on behalf of Student, informed OAH that she was rescinding their consent to the August 1, 2017 Settlement Agreement entered between Parent and District. The settlement agreement is subject to approval by District's board, which is scheduled to occur on August 15, 2017.

Student's August 10, 2017 motion requests that OAH set aside the settlement agreement because of new information regarding the availability of a more preferred residential placement for Student that was not known to District as of the mediation.

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 on August 1, 2017, that resolved all claims in this matter. Student did not establish that anything in the agreement gave Parent

the right to rescind to the agreement. As to Student's contention that OAH should set aside the agreement because it was the product of mistake, OAH lacks the legal authority to set aside a settlement agreement. Pursuant to *Y.G. v. Riverside Unified School Dist.* (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 obtained by duress, mistake or impossibility. (See, Ed. Code, § 56501, subd. (a).) A party's remedy to set aside the terms of a settlement agreement is to 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 set aside the settlement agreement is denied.

IT IS SO ORDERED.

DATE: August 10, 2017

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Peter Paul Castillo
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PETER PAUL CASTILLO
Presiding Administrative Law Judge
Office of Administrative Hearings