**COMMONWEALTH OF MASSACHUSETTS**

**DIVISION OF ADMINISTRATIVE LAW APPEALS**

**SPECIAL EDUCATION APPEALS**

**In Re:** Student v. **BSEA #12-8636**

Pentucket Regional High School

**Ruling on Pentucket Regional High School’s Motion To Dismiss**

On February 22, 2013, Pentucket Regional High School (Pentucket) filed a Motion to Dismiss in the above-referenced matter. Pentucket argued that Parent had previously agreed to a full dismissal of the case without prejudice, in a settlement agreement entered into by both Parties.

Parent responded on March 1, 2013, opposing Pentucket’s Motion as discussed, *infra*.

**Undisputed Facts:**

1. Parent filed a Hearing Request in the above-referenced matter on May 24, 2012. At the time of filing, Student was two months shy of her eighteenth birthday. Student currently attends Landmark College.
2. At the request of the Parties, the initial hearing date was postponed and following a Pre-Hearing Conference on July 19, 2012, the issues were bifurcated: The issue involving School District reimbursement for Parents’ independent evaluation would be decided on submission of documents and arguments with final submissions due on August 23, 2012, and the issues involving child find, eligibility, FAPE, procedural violations and compensatory services were scheduled for September 25 and 26, 2012 (Administrative Record).
3. On August 3, 2012, Pentucket wrote to the BSEA informing the BSEA that the Parties had reached an agreement[[1]](#footnote-1) in principle and that the School District would not be submitting its written argument regarding the independent educational evaluation. Pentucket also requested a two-week postponement of the Hearing (Administrative Record).
4. On September 14, 2013, Parent wrote to the BSEA requesting a two-week postponement of the Hearing indicating that the Parties had reached an agreement in principle which was “contingent upon Superior Court approval and enforcement”. Parent also requested that a telephone conference call be scheduled so that the Parties could ascertain whether the case should be “rescheduled, withdrawn or dismissed” (Administrative Record).
5. In light of the Parties’ representation that the matter was settled in principle, an Order to Show Cause was issued on November 20, 2012.
6. By letter dated November 25, 2013 (received by the BSEA via fax on November 26, 2013), Parent responded to the Show Cause Order explaining that the Parties had not reached an agreement and requesting that the matter be placed back on the Hearing calendar (SE-). Parent’s last paragraph stated:

Lastly, since the hearing request was submitted before [Student] turned 18 on July 25, 2012, pursuant to BSEA Rule I (1) [Student] would like her name added to the hearing request and for me to represent her as her advocate pursuant to BSEA Rule I(6). I remain an aggrieved party, financially as a Parent so I will also continue to represent myself Pro Se (BSEA Rule I(2). If this is not allowable please advise us so that we may seek legal counsel to represent [Student] (Administrative file).

This letter was signed by both the Parent and Student. According to Pentucket, unlike all other correspondence sent by Parent to the BSEA and Pentucket, a copy of this letter was neither mailed nor faxed to Pentucket’s attorney.[[2]](#footnote-2) Pentucket learned of its existence during a telephone conference call with the Hearing Officer on February 14, 2013, after which the BSEA faxed a copy to Pentucket’s counsel. Parent stated that she had sent it to Pentucket but she produced no documentary confirmation that she had done so. The BSEA received the hard copy of Parent’s letter on December 10, 2012.

1. Email correspondence between Parent and Pentucket’s attorney dated November 28, 2012 states:

Pentucket’s attorney: [Student’s] case was taken out of the agreement. The only thing that we had in the agreement was the payment of the independent evaluations. There was nothing about you dismissing her case. I clarified that with Sean[[3]](#footnote-3).

Parent: Sorry but it wasn’t. It went from dismissal with prejudice to dismissal without prejudice, but it’s still there. The document you just attached this morning still contains the same language.

Pentucket’s attorney: [Parent] I just reviewed the agreement and you are correct, but as I clarified to Sean and my recall on this was due to the fact that we were paying you the amount of the evals. (your actual costs), the matter needed to be dismissed without prejudice as [Student] is 18 and she could bring her independent educational claims. That is why we did not need [Student] to sign on the Agreement. That said, I could be open to language that states that you withdraw all your claims for reimbursement on the action, but you can still leave the action open regarding the educational claims. However, my understanding was that [the] language that is currently in the agreement was agreeable to you when it was proposed some time ago.

1. On December 3, 2012, the Parties entered into a settlement agreement regarding another child of Parent who had a pending case before the BSEA as well as an appeal in Superior Court (Docket # ESCV2011-00691) (SE-1). Several clauses in this settlement agreement, between Parent and Pentucket, address issues pertaining to Student. Paragraphs 8 and 9 stated:

8- Independent Evaluations for [Student]. Pentucket will reimburse Parent the full cost of [Student’s] independent evaluation [sic]. Pentucket will issue a check directly to Parent[[4]](#footnote-4) within sixty days of execution of this AGREEMENT.

9- Parent’s Agreement to Dismiss Pending Cases. Upon execution of this document, Parent will immediately dismiss with prejudice [her other child’s] case pending with the Bureau of Special Education Appeals and the Superior Court Case (Docket # ESCV2011-00691). Parent will also immediately dismiss without prejudice her BSEA case involving her daughter [Student] … (BSEA 12-8636) (SE-1).

1. Other pertinent clauses in the agreement stated:

13- The parties to this AGREEMENT hereby acknowledge that they had the opportunity to consult with an attorney or other representative of their choice throughout these proceedings, that they have read this entire AGREEMENT, and signed this AGREEMENT voluntarily with full understanding of its terms and without any other inducements or promises except for those set forth herein.

15- This AGREEMENT is the entire agreement between the Parties and is intended to take effect as a sealed instrument upon execution by both parties (SE-1).

1. Parent and Jeffrey Mulqueen, the Superintendent of Pentucket, signed this Agreement on December 3, 2012 (SE-1).
2. On December 20, 2012, Parent forwarded two letters to the BSEA and to Pentucket. One letter sought to withdraw without prejudice her portion of the case addressing reimbursement for the independent evaluation, and the second letter, entitled “Amended Hearing Request for Remaining Claims” regarding BSEA #12-8636, stated that the parties had agreed to settle the issues of the case separately and that it was Parent’s belief that “Pentucket has no objection to amending the Hearing Request in order for Student to proceed on her remaining issues”. The remaining paragraphs stated

2- As [Student] has reached the age of majority since the original hearing request, in accordance with Massachusetts Special Education Regulations 603 CMR 28:02 (15), legal authority of the Parent shall transfer to the student when the student reaches 18 years of age, the balance of the hearing request should proceed in Student’s name. While in Massachusetts this process is automatic, because neither Parent nor Student have received any notice regarding this transfer of legal authority, we are requesting the hearing request be amended to reflect the substitution of parties.

3- Additionally, this letter serves as written notice that [Student] has authorized Mother to appear on her behalf as Authorized Representative in accordance with [the] Standard Rules of Practice and Procedure 801 CMR 101(3)(a)(b).

4- The postponement(s) of the hearing date further requires us to amend the hearing request to reflect that the student has since begun placement [at] Landmark College and just completed her first semester. As a result, the hearing request should reflect that Student and Parent are now seeking retroactive reimbursement in addition to prospective funding of her program there and all related costs (transportation, room, board, supplies, books, etc.). Since this is not a new issue being brought, we do not believe it will prejudice Pentucket nor require new deadlines.

5 Depending on whether a decision reaches the conclusion requested, the timing of that decision would determine whom payment would need to be directed to as well as the amounts to be paid so we are also requesting Joinder of Mother since Mother is financially responsible for Student until she is emancipated according to Massachusetts law[[5]](#footnote-5); and if prospective payment is determined to be appropriate, then Landmark College would also need to be joined in order to facilitate fashioning appropriate relief in accordance with BSEA Hearing Rules I(J) (Administrative Record).

This document was signed by both Parent and Student. It further requested that an opportunity to complete discovery be afforded before the Hearing (Administrative Record).

1. On December 24, 2012, the BSEA issued an Order scheduling a telephone conference call for January 7, 2013, and also scheduling the case for Hearing on January 25, 2013. At Parent’s request, the telephone conference call and Hearing were postponed due to Student having a skiing accident.
2. On January 3, 2013, Pentucket Objected to Parent amending the Hearing Request on the basis that the Parties had entered into a fully-executed agreement in which Parent agreed to dismiss the matter in full, without prejudice.
3. Parent responded to Pentucket’s Objection to amending the Hearing Request on January 14, 2013, objecting to Pentucket’s position.
4. The Parties participated in a telephone conference call with the Hearing Officer on February 14, 2013.

**Conclusions of Law**:

The BSEA Hearing Rules and the Standard Adjudicatory Rules for Practice and Procedure[[6]](#footnote-6) authorize the Hearing Officer to dismiss a case if the party requesting the appeal fails to state a claim upon which relief can be granted.[[7]](#footnote-7) Similarly, both the Federal and Massachusetts Rules of Civil Procedure provide that a motion to dismiss can be granted when a party fails to state a claim on which relief can be granted.[[8]](#footnote-8)

In order for a complaint to survive a motion to dismiss, it must contain factual allegations that “raise a right to relief above the speculative level.”[[9]](#footnote-9) The hearing officer will accept all factual allegations “as true and draw all reasonable inferences in the plaintiff’s favor.”[[10]](#footnote-10) Legal conclusions, however, will not be entitled to a presumption of truth. While legal conclusions may “provide the complaint's framework, they must be supported by factual allegations.”[[11]](#footnote-11) This is further explained in *Ashcroft v. Iqbal*, 556 U.S. 662 (2009), and its forerunners[[12]](#footnote-12), providing the “modern understanding” of Rule 12(b)(6). As such, the question on a motion to dismiss is not whether the plaintiff will prevail, but rather if the plaintiff should be given an opportunity to offer evidence in support of his claims.[[13]](#footnote-13) In this light, none of Parents’ allegations can give raise to the plausibility of a factual dispute between the Parties if Pentucket is to prevail in its Motion to Dismiss. Considering the totality of the evidence and the material facts herein, this BSEA # 12-8636 is dismissed without prejudice as explained below.

Pentucket asserts that Parent entered into a settlement agreement in which she agreed to dismissal of BSEA #12-8636 without prejudice and therefore, she cannot now attempt to circumvent the process and keep the case alive. Relying on *In Re: Marlborough*, BSEA #11-3650, 111 LRP 6752 (2011), Pentucket argues that the language of the settlement agreement is clear and unequivocal as to the responsibilities of the Parties. Pentucket states that the wording speaks for itself and it represents the totality of the understanding and agreement between them. The fact that Parent’s intent may have been to the contrary is irrelevant according to Pentucket, and should not be considered. Pentucket argues that it has fulfilled its responsibility under the contract and states that Parent must do the same.

Parent asserts that Student turned eighteen years of age in July 2012 and that since Student was not a signatory to the Agreement, and since Parent lacked legal capacity to sign for Student, the terms of the agreement do not apply to her. Since this matter was initiated in May 2012, and at all times thereafter, Parent has been the sole representative of Student (even after Student turned eighteen). Student has never appeared at the BSEA (including the pre-hearing conference), has never participated in any conference call, and has never made any submissions to the BSEA on her own. Her only participation has been to co-sign Parent’s response to the Show Cause Order, the Amended Hearing Request dated December 20, 2012, and the January 2, 2013 letter. Notably, she also did not co-sign the submission made by Parent on January 14, 2013 (Parent’s Response to Pentucket’s Letter Objecting to Amending the Hearing Request) or Parent’s response to Pentucket’s Motion to Dismiss addressed herein.

The record shows that on the November 25, 2013 letter to the BSEA, Parent requested that Student’s name be added to the case and stated that she (Parent) would continue to represent Student. Both Parent and Student signed this letter. I note Pentucket’s assertion that this is the only document not mailed and faxed to both the BSEA and Pentucket’s attorney since this case was initiated in May 2012. Pentucket only learned of this correspondence when it was mentioned by the Hearing Officer during the telephone conference call on February 14, 2013.

The effect of the November 25, 2013 letter was that Student designated Parent as her representative before the BSEA. BSEA Hearing Rule I(H) and 801 CMR 1.01 (2) and (3)(a) allow a party to be represented by anyone of his or her choice. Student has not revoked this designation and there is nothing in the Parties’ Agreement that notes Student’s dissent.

Thus permitting Student to be represented by Parent. As such, Student is bound by Parent’s agreement.

Parent also argued that since Student did not receive any consideration for her claims, she is under no obligation to dismiss her own claims. She also argued that she alone had legal standing to resolve the financial issues because it was she, not Student, who incurred the financial debts and in Massachusetts a Student is not legally emancipated at eighteen and therefore, Parent is financially responsible for Student regardless of Student turning eighteen.

The record shows that Student’s claims have not expired and that she may file her own Hearing Request as the dismissal referred to in the Agreement is “without prejudice”. The agreement also reflects that Parent received financial compensation for her claim regarding Student (as well as the benefit of compensation for the claims regarding her son as well).

Parent further states that Student’s claims should not be dismissed because she was unreasonably prevented from proceeding on her own claim since August 27, 2012. Parent states that no resolution session was offered by Pentucket and that Student was not a party to the settlement agreement. She further states that since Parent is *pro se*, and did not consult with an attorney, she should not be held to the same standard as an attorney when interpreting the language of the agreement.

Parent’s arguments are not persuasive. I find nothing in the record to support the argument that Student was prevented from proceeding on her own claims. Firstly, in her January 14, 2013 letter to the BSEA Parent stated that Student’s case

…had already been unfairly prejudiced by delaying it in order to resolve my son’s settlement. This delay has also created a financial hardship for me which is very likely to leave [Student] without any educational program at all if she is denied her right to a hearing.

Parent’s above argument that Student has been prejudiced is unpersuasive as Student completed her twelfth grade and is currently attending college. Prejudice if any, would be to Parent who bears the financial brunt for Student’s education but she chose to delay the process while she negotiated a settlement agreement that involved her claims, her son’s claims and her claims regarding Student. Parent clearly benefitted from the final settlement signed on December 3, 2012 (SE-1).

Secondly, during the telephone conference call on May 31, 2012 and via written request received on June 5, 2012, the Parties agreed to participate in a pre-hearing conference on July 19, 2012 (see Order dated June 7, 2012) and as such requested that the Hearing be postponed. The case was bi-furcated at the Pre-Hearing Conference as reflected in the Order issued on July 19, 2012. Parent’s issue regarding reimbursement for the independent evaluation would be decided on submission of documents and arguments due at the BSEA on August 3, 2013, and the Hearing on the remaining issues (Student’s claims) was scheduled to proceed on September 25 and 26, 2012. The Parties could have proceeded to Hearing on the aforementioned dates had they chosen to do so. Instead, on August 3, 2012, Pentucket’s attorney notified the BSEA that the Parties had reached an agreement in principle and would not be submitting their written arguments on the independent evaluation reimbursement issue. Thereafter, on September 14, 2012, Parent requested a two-week postponement of the September Hearing on information and belief that she would be able to settle the pending BSEA cases for her son and daughter. All of the aforementioned requests were granted. There was no communication with the BSEA until after issuance of an Order to Show Cause was issued on November 20, 2012. On November 25, 2012, in a letter faxed and later mailed to the BSEA, Parent requested that the matter be placed back on the Hearing calendar. Thereafter, on December 20, 2012, she withdrew Parent’s claims (based on the agreement signed with Pentucket on December 3, 2012) and simultaneously filed Student’s amended Hearing Request. Based on the partial information provided by Parent, and at her request, a telephone conference call was scheduled via Order issued on December 24, 2012 and a new Hearing date was scheduled for January 2013.

At all times since filing this Hearing Request, Parent and Student have had the option of proceeding to Hearing on any or all of their claims. Hearing dates were scheduled at least twice on both Parent’s and Student’s claims. Furthermore, nothing prevented Parent and/or Student from amending the Hearing Request on November 25, 2012, when Parent informed the BSEA that Student had turned eighteen years of age and should be added to the complaint. Parent and Student could have also amended the complaint any time prior to December 3, 2012 when Parent signed the agreement.

The record shows that on December 3, 2012, Parent and Pentucket entered into a settlement agreement addressing for the most part their dispute regarding the son, but also agreeing on several paragraphs to terms involving Student. Specifically at paragraph 9, Parent, on behalf of herself and Student, agreed to

…immediately dismiss without prejudice her BSEA case involving her daughter [Student] … (BSEA 12-8636).[Emphasis supplied].

Instead of withdrawing the Hearing Request in BSEA #12-8636 on December 20, 2012, Parent filed an Amended Hearing Request for the Remaining Claims. She also requested substitution of Parties, and joinder of Mother so that she could be reimbursed for expenses associated with Student’s education at Landmark College (which Student attended beginning in August or September 2012). Via separate letter, Parent also notified the BSEA that she had settled the issues for independent evaluation and withdrew only that portion of the case without prejudice. Parent reasoned that since Student did not sign the agreement, and since the agreement did not specifically state that Student’s claims were excluded, the language in the agreement impacted only her claim for reimbursement and not Student’s claims.

The plain language of the agreement is that *BSEA #12-8636 is to be dismissed without prejudice*. Parent however, would have me interpret the agreement in a manner inconsistent with the plain language of the agreement, something that I decline to do.

Parent further alleged that Student would suffer educational harm if her claims were dismissed without prejudice.

Neither Parent nor Pentucket dispute Student’s standing to request a Hearing since she is eighteen years of age. See *In Re: Lincoln-Sudbury Public Schools*, BSEA #11-2546, (2011) and *In Re: Milton Public Schools v. Department of Education & Boston Public Schools*, BSEA #07-4642 (April 30, 2007)[[14]](#footnote-14). Pentucket states that BSEA #12-8636 should be dismissed by virtue of the Parties’ agreement and if Student wishes to file a separate claim regarding her educational issues, she may do so.

The dismissal agreed to by the Parties is without prejudice; therefore, Student may re-file any time she so desires after the case is dismissed per the agreement. Furthermore, since Student is attending college, there is no educational harm as a result of any delay, whether caused by Parent’s refusal to live up to her part of the agreement or otherwise. During a recent telephone conference call on February 14, 2013, Parent was encouraged to file a case on behalf of Student at the BSEA as soon as possible to protect Student’s interest given the IDEA two-year statute of limitations.

Lastly, Parent contends that since she is *pro se*, she lacks understanding of the legal ramifications of her agreement. Parent’s argument is not persuasive. While it is true that she is *pro se*, not all *pro se* litigants are equal. Parent has demonstrated that she is an intelligent, educated, savvy and capable individual, with greater understanding of strategy and law than many *pro se* parents. The creativity and sophistication of her arguments and submissions are evidence of her abilities. She has been responsible, careful and deliberate in her actions.[[15]](#footnote-15)

Pentucket is correct that the language in the agreement or contract between the Parties is unambiguous and as such, its terms must be read as drafted without providing additional interpretation. Neither Party alleges that they did not enter into their agreement voluntarily. Pentucket further states that it entered into the agreement in good faith and that it has upheld its obligations under the agreement.

As explained in *In Re: Longmeadow Public Schools* (Ruling on Longmeadow’s Motion to Dismiss), 14 MSER 249 (Crane, 2008),

… it would undermine the integrity and efficacy of the settlement process if either party were allowed to avoid their obligations under the agreement, proceed to an evidentiary hearing before the BSEA, and have the BSEA issue a decision on the merits.

As such, the Parties are legally bound by the terms of their agreement that “Parent will also immediately dismiss without prejudice her BSEA case involving her daughter [Student] (DOB sic–sic– 1994)(BSEA 12-8636)” (SE-1). Based on the clear and unequivocal language of the Agreement dated December 3, 2012, Pentucket’s Motion to Dismiss is hereby GRANTED, and BSEA #12-8636 is DISMISSED.

ORDER:

1. Pentucket’s Motion to Dismiss is hereby GRANTED.
2. BSEA #12-8636 is DISMISSED without prejudice as to Student’s claims and DISMISSED with Prejudice as to Parent’s claims.

By the Hearing Officer,

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Rosa I. Figueroa

March 11, 2013

1. The agreement involved this matter (BSEA #12-8636) as well as another BSEA matter (BSEA #12-9569) involving a sibling of Student, and a Superior Court Case (Docket # ESCV2011-00691). [↑](#footnote-ref-1)
2. Throughout the period of time during which this matter has been open at the BSEA, Parent has diligently sent her correspondence to the BSEA and Pentucket via fax and mail. [↑](#footnote-ref-2)
3. According to Pentucket, Sean is presumably an attorney in Massachusetts. [↑](#footnote-ref-3)
4. Instead of paying Parent, Pentucket paid the evaluator directly. [↑](#footnote-ref-4)
5. Parent’s footnote referred to “…*Turner v. McCune*, 4 Mass. App. Ct 864, 357 N.E.2d 942 (1976) and *Larson v. Larson*, 30 Mss. App. Ct. 418, 469 N.E.2d 406 (1991). This may occur when the child lives with a parent and is principally dependent upon that parent for support. Children’s law Center”. [↑](#footnote-ref-5)
6. 603 C.M.R. 28.08(5)(b) (“Except as provided otherwise under federal law or the in the administrative rules adopted by the Bureau of Special Education Appeals, hearings shall be conducted consistent with the formal Rules of Administrative Procedures contained in 801 C.M.R. 1.00.”). [↑](#footnote-ref-6)
7. BSEA Hearing Rule XBII (B)(4) (“Any party may file a motion or request to dismiss a case for . . . failure to state a claim upon which relief can be granted”); 801 C.M.R. 1.01(7)(g)(3) (“The Presiding Officer may at any time, on his own motion or that of a Party, dismiss a case . . . for failure of the Petitioner to state a claim upon which relief can be granted”). [↑](#footnote-ref-7)
8. Fed. R. Civ. P. 12(b)(6); Mass. R. Civ. P. 12(b)(6). [↑](#footnote-ref-8)
9. *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 545 (2007). [↑](#footnote-ref-9)
10. *Doe v. Boston Public Sch.*, 560 F.Supp.2d 170, 172 (D.Mass. 2008). *See also*, *Ashcroft v. Iqbal*, 129 S. Ct. 1937, 1951 (2009) (“To be clear, we do not reject these bald allegations on the ground that they are unrealistic or nonsensical . . . . It is the conclusory nature of respondent’s allegations, rather than their extravagantly fanciful nature, that disentitles them to the presumption of truth.”); *Oscasio-Hernandez v. Fortuno-Burset*, 640 F.3d 1, 12 (1st Cir. 2011) (“Non-conclusory factual allegations in the complaint must then be treated as true, even if seemingly incredible.”). [↑](#footnote-ref-10)
11. *Ashcroft*, 129 S. Ct. at 1940. [↑](#footnote-ref-11)
12. See *Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007), which along with *Iqbal,* explains that “an adequate complaint must provide fair notice to the defendants and sate a facially plausible legal claim.” *Ocasio-Hernandez v. Fortuño-Burset*, 640 F.3d 1, 8-9 (1st Cir. 2011). [↑](#footnote-ref-12)
13. See *In re: Burlington Coat Factory Sec. Litig.*, 114 F.3d 1410, 1419 (3d Cir. 1997). *See also*, *L.X. ex rel. J.Y. v. Bayonne Bd. of Educ*., No. 10-05698, 2011 U.S. Dist. Lexis 32952 (D.N.J. Mar. 29, 2011) (citing *Burlington*); *Doe*, 560 F.Supp.2d at 172 (“If the facts in the complaint are sufficient to state a cause of action, a motion to dismiss the complaint must be denied.”); *Ocasio-Hernandez*, 640 F.3d at 12 (“In short, an adequate complaint must provide fair notice to the defendants and state a facially plausible legal claim.”); *Sepulveda-Villarini v. Dep’t of Educ. of Puerto Rico*, 628 F.3d 25, 29 (1st Cir. 2010) (“The make-or-break standard . . . is the combined allegations, taken as true, must state a plausible, not a merely conceivable, case for relief.”). [↑](#footnote-ref-13)
14. See *In Re: Milton Public Schools v. Department of Education & Boston Public Schools*, BSEA #07-4642 (2007) (“Since Student is over eighteen years old, the age of majority in Massachusetts, and since he was never declared incompetent and no guardian was ever appointed, the only reasonable conclusion is that he is an adult under federal and state law. As such, all rights transferred to him at the age of majority…”). See also *In Re: Lincoln-Sudbury Public Schools*, BSEA #11-2546, (2011) (“As in the Milton case, Student, who is over the age of legal majority, only she has standing to request a hearing regarding any claims. The plain meaning of the statute and the statutory intent is to transfer educational decision-making to students at the age of majority with few exceptions, none of which has been established by Parents in the instant case.”). [↑](#footnote-ref-14)
15. Also, the emails submitted by Parent in her January 14, 2013, make reference to a “Sean”, as an individual who consulted with and/or assisted Parent. [↑](#footnote-ref-15)