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Attorneys for Defendants GLENDALE UNIFIED
SCHOOL DISTRICT (on behalf of itself and its BOARD
OF EDUCATION), VIVIAN EKCHIAN, Ed.D, and
KRISTINE TONOLI, and Defendants DARNEIKA
WATSON, Ph.D., KATHLEEN CROSS, INGRID
GUNNELL, SHANT SAHAKIAN, JENNIFER
FREEMON, and NAYIRI NAHABEDIAN, in their
individual and official capacities as pleaded

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

RAY SHELTON,

Plaintiff,

vs.

GLENDALE UNIFIED SCHOOL
DISTRICT, et al.,

Defendants.

Case No. 2:23-cv-10427-CBM-SSC

**DEFENDANTS' NOTICE OF
MOTION AND MOTION FOR
SUMMARY JUDGMENT OR,
ALTERNATIVELY, PARTIAL
SUMMARY JUDGMENT**

Date: May 19, 2026
Time: 10:00 a.m.
Ctm: 8D

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on May 19, 2026, at 10:00 a.m. or as soon
thereafter as the matter may be heard before the Honorable Consuelo B. Marshall in
Courtroom 8-D of the above-entitled Court, located at the First Street Courthouse,
350 W. First Street, 8th Floor, Los Angeles, California, 90012, Defendants Glendale
Unified School District (on behalf of itself and its Board of Education, *i.e.*, School
Board) (GUSD), Vivian Ekchian, Ed.D., Kristine Tonoli, Darneika Watson, Ph.D.,
Kathleen Cross, Ingrid Gunnell, Shant Sahakian, Jennifer Freemon, and Nayiri
Nahabedian, in their respective individual and official capacities as pleaded, and
each of them (collectively Defendants), will, and hereby do, move this Court for

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1 summary judgment as to the claims against them purportedly set forth in the Second
2 Amended Complaint for Injunctive/Declaratory Relief and Damages (Dkt. No. 26)
3 (SAC) filed in this matter by Plaintiff Ray Shelton (Shelton). In the alternative,
4 Defendants, and each of them, will, and hereby do, move this Court for partial
5 summary judgment as to each separate unlawful act alleged by Shelton pursuant to
6 his remaining claims against Defendants for violation of 42 U.S.C. § 1983.

7 This Motion is based on the ground that there are no genuine issues of
8 material fact, and Defendants, and each of them, are entitled as a matter of law to
9 summary judgment or, alternatively, partial summary judgment. In particular, the
10 uncontroverted facts establish the following:

11 ● There is no triable issue of but-for causal connection between Shelton's
12 ostensibly-protected, one-minute oral speech at a GUSD School Board meeting on
13 April 18, 2023, and any action by any Defendant.

14 ● The uncontroverted facts show the same decisions and statements
15 would have been made regardless of Shelton's oral speech, because earlier during
16 the School Board meeting on April 18, 2023, Shelton displayed a sign with four
17 rainbow-colored flags in a pinwheel arrangement to form a swastika (the Swastika
18 Sign).

19 ● Shelton's SAC does not mention the Swastika Sign or purport to base
20 his § 1983 claims against Defendants on his display of that sign. He should not be
21 allowed to assert any such argument in opposition to summary judgment.

22 Moreover, the uncontroverted facts show the Swastika Sign was not
23 protected speech on a matter of public concern, and any asserted speech right in this
24 regard was outweighed by the justifications of GUSD and certain Defendants in
25 placing Shelton on paid administrative leave pending an investigation, and in
26 emailing the families of students at the school where Shelton taught to express
27 sadness about an unnamed teacher's actions, reference official complaints about
28 those actions, state that the teacher was not on campus, emphasize student and

1 employee safety, and decry hate speech and symbols.

2 Defendants Watson, Ekchian, Tonoli, Cross, Gunnell, Sahakian,
3 Freemon, and Nahabedian, and each of them (the Individual Defendants), are
4 entitled to summary judgment based on qualified immunity as to any theory that
5 Shelton engaged in protected speech by displaying the Swastika Sign. There is no
6 clearly-established law under which this display addressed a matter of public
7 concern, or that any supposed speech right as to the display outweighed Defendants'
8 justifications.

9 ● The uncontroverted facts show School Board members Cross, Gunnell,
10 Sahakian, Freemon, and Nahabedian (the Board Member Defendants) did not
11 participate in any actions concerning Shelton. (This Motion will be moot as to the
12 Board Member Defendants upon the filing of the Stipulation re: Dismissal discussed
13 at pages 4-5, *infra*.)

14 ● The uncontroverted facts show that then-Principal Tonoli only sent the
15 email to school families, which was not an adverse employment action. And she is
16 entitled to qualified immunity because there is no clearly-established law under
17 which this email was an adverse employment action.

18 ● The uncontroverted facts show that then-Chief Human Resources and
19 Operations Officer Watson only participated in the decision to place Shelton on paid
20 administrative leave pending an investigation, which was not an adverse
21 employment action. And she is entitled to qualified immunity because there is no
22 clearly-established law under which this paid administrative leave was an adverse
23 employment action.

24 ● Even if then-Superintendent Ekchian is assumed to have approved
25 Principal Tonoli's email as well as participating in the decision to place Shelton on
26 paid administrative leave pending an investigation, the uncontroverted facts show
27 that these combined actions were not an adverse employment action. And Ekchian is
28 entitled to qualified immunity because there is no clearly-established law under

1 which any and all combined actions were an adverse employment action.

2 • None of the Defendants can be liable for any attacks, harassment, or
3 threats by non-parties against Shelton, because there is no triable issue of but-for
4 causal connection between any such incidents and any action by any Defendant.

5 • None of the Defendants can be liable for conspiracy, because there is
6 no triable issue that Shelton's constitutional rights were actually deprived, or that
7 there was any agreement or meeting of the minds among two or more Defendants to
8 violate Shelton's constitutional rights.

9 • Shelton cannot obtain injunctive relief against any Defendant—which
10 is the only relief this Court has permitted him to pursue against GUSD, its Board of
11 Education, and any Individual Defendants acting in their official capacities—
12 because there is no triable issue of any constitutional violations at all, much less any
13 ongoing violations that would be directly ended by injunctive relief.

14 This Motion is based on:

15 • this Notice;
16 • the Memorandum of Points and Authorities filed herewith;
17 • the Statement of Uncontroverted Facts filed herewith;
18 • the evidence filed herewith;
19 • the Proposed Order and Proposed Judgment submitted herewith;
20 • all pleadings and papers on file in the instant action;
21 • any other matters that may be considered by the Court at any hearing
22 on this Motion.

23 This Motion is made following the conference of counsel pursuant to L.R. 7-3
24 which was held on April 3, 2026. During and after that conference, Shelton and the
25 Board Member Defendants, and counsel for the parties, agreed to a Stipulation re:
26 Dismissal of all of Shelton's claims against the Board Member Defendants, with
27 prejudice, with each stipulating party to bear their own costs, expenses, and
28

1 attorneys' fees as against one another. Upon the filing of said Stipulation, this
2 Motion will be moot as to the Board Member Defendants.

3 DATED: April 10, 2026

BALLARD ROSENBERG
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5 By: 

6 Linda Miller Savitt
7 John J. Manier
8 Attorneys for all named Defendants
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