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

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12
13 RAY SHELTON,
14 Plaintiff,

15 vs.

16 GLENDALE UNIFIED SCHOOL
DISTRICT, et al.,
17 Defendants.

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

[Hon. Consuelo B. Marshall]

**ANSWER OF DEFENDANTS
GUSD, SCHOOL BOARD, AND
ALL INDIVIDUALS SUED IN
THEIR OFFICIAL CAPACITIES
TO SECOND AMENDED
COMPLAINT**

18
19 Defendant Glendale Unified School District (GUSD), on behalf of itself and
20 Defendant Board of Education of the Glendale Unified School District (School
21 Board or Board), and Defendants Darneika Watson, Ph.D., Kathleen Cross, Ingrid
22 Gunnell, Shant Sahakian, Jennifer Freemon, and Nayiri Nahabedian, in their
23 respective official capacities as pleaded, for themselves and no other defendants
24 (collectively Defendant), hereby respond to the Second Amended Complaint (SAC)
25 (Dkt. No. 26) filed by Plaintiff Ray Shelton (Plaintiff), and admit, deny, and allege
26 as follows:

27 1. Answering Paragraph 1 of the SAC, Defendant admits that this Court
28 has subject matter jurisdiction over the within matter pursuant to 28 U.S.C. §§ 1331

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1 and 1343 and 42 U.S.C. § 1983. Defendant denies, generally and specifically, each
2 and every remaining allegation in said Paragraph 1.

3 2. Answering Paragraph 2 of the SAC, Defendant admits that venue is
4 proper in the United States District Court for the Central District of California under
5 28 U.S.C. § 1391(b). Defendant denies, generally and specifically, each and every
6 remaining allegation in said Paragraph 2.

7 3. Paragraph 3 of the SAC states only legal conclusions; accordingly, no
8 response is required from Defendant. To the extent any such response is deemed
9 required, Defendant lacks knowledge or information sufficient to form a belief as to
10 the truth of the allegations contained in said Paragraph 3 and, on that basis, denies
11 each and every allegation contained in said Paragraph 3.

12 4. Paragraph 4 of the SAC states only legal conclusions; accordingly, no
13 response is required from Defendant. To the extent any such response is deemed
14 required, Defendant lacks knowledge or information sufficient to form a belief as to
15 the truth of the allegations contained in said Paragraph 4 and, on that basis, denies
16 each and every allegation contained in said Paragraph 4.

17 5. Paragraph 5 of the SAC states only legal conclusions; accordingly, no
18 response is required from Defendant. To the extent any such response is deemed
19 required, Defendant lacks knowledge or information sufficient to form a belief as to
20 the truth of the allegations contained in said Paragraph 5 and, on that basis, denies
21 each and every allegation contained in said Paragraph 5.

22 6. Defendant denies, generally and specifically, each and every allegation
23 in Paragraph 6 of the SAC.

24 7. Answering Paragraph 7 of the SAC, Defendant admits that Plaintiff
25 was a fifth-grade teacher employed by GUSD. Defendant lacks knowledge or
26 information sufficient to form a belief as to the truth of the remaining allegations
27 contained in said Paragraph 7 and, on that basis, denies each and every remaining
28 allegation contained in said Paragraph 7.

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1 8. Answering Paragraph 8 of the SAC, Defendant admits that Plaintiff
2 attended a School Board meeting on April 18, 2023. Defendant lacks knowledge or
3 information sufficient to form a belief as to the truth of the remaining allegations
4 contained in said Paragraph 8 and, on that basis, denies each and every remaining
5 allegation contained in said Paragraph 8.

6 9. Answering Paragraph 9 of the SAC, Defendant admits that on April 19,
7 2023, GUSD directed Plaintiff to leave his classroom and placed Plaintiff on paid
8 administrative leave, and the principal of Plaintiff’s school disseminated an email to
9 families of the school’s students. Defendant denies, generally and specifically, each
10 and every remaining allegation contained in said Paragraph 9.

11 10. Answering Paragraph 10 of the SAC, Defendant lacks knowledge or
12 information sufficient to form a belief as to the truth of the allegation contained in
13 said Paragraph 10 that Plaintiff looked forward to watching his students graduate
14 every year, and, on that basis, denies said allegation. Defendant denies, generally
15 and specifically, each and every remaining allegation contained in said Paragraph
16 10.

17 11. Defendant denies, generally and specifically, each and every allegation
18 in Paragraph 11 of the SAC.

19 12. Defendant lacks knowledge or information sufficient to form a belief as
20 to the truth of the allegations contained in Paragraph 12 of the SAC and, on that
21 basis, denies each and every allegation contained in said Paragraph 12.

22 13. Defendant admits the allegations in Paragraph 13 of the SAC.

23 14. Defendant admits the allegations in Paragraph 14 of the SAC.

24 15. Paragraph 15 of the SAC states only legal conclusions; accordingly, no
25 response is required from Defendant. To the extent any such response is deemed
26 required, Defendant denies, generally and specifically, each and every allegation
27 contained in said Paragraph 15.

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1 16. Defendant admits the allegations in Paragraph 16 of the SAC.

2 17. Defendant admits the allegations in Paragraph 17 of the SAC.

3 18. Defendant admits the allegations in Paragraph 18 of the SAC.

4 19. Defendant admits the allegations in Paragraph 19 of the SAC.

5 20. Defendant admits the allegations in Paragraph 20 of the SAC.

6 21. Defendant admits the allegations in Paragraph 21 of the SAC.

7 22. Defendant admits, on information and belief, the allegations in
8 Paragraph 22 of the SAC.

9 23. Answering Paragraph 23 of the SAC, Defendant admits that the School
10 Board has final authority to formulate and adopt GUSD policies, including
11 regulations that govern GUSD personnel, that the Board has the authority to approve
12 personnel decisions such as selection, release, termination, unpaid certificated
13 suspensions, assignment, and transfer of employees, that the Board may authorize
14 the Superintendent to employ personnel without Board approval, that the Board
15 refers all complaints, criticisms, and suggestions called to its attention to the
16 Superintendent for study and recommendations, and that the Board does not
17 participate in making decisions to investigate teachers or place them on paid
18 administrative leave pending such investigations. Defendant denies, generally and
19 specifically, each and every remaining allegation contained in said Paragraph 23.

20 24. Answering Paragraph 24 of the SAC, Defendant admits that the School
21 Board has final authority to formulate and adopt GUSD policies, including
22 regulations that govern GUSD personnel, that the Board has the authority to approve
23 personnel decisions such as selection, release, termination, unpaid certificated
24 suspensions, assignment, and transfer of employees, that the Board may authorize
25 the Superintendent to employ personnel without Board approval, that the Board
26 refers all complaints, criticisms, and suggestions called to its attention to the
27 Superintendent for study and recommendations, and that the Board does not
28 participate in making decisions to investigate teachers or place them on paid

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1 administrative leave pending such investigations. Defendant denies, generally and
2 specifically, each and every remaining allegation contained in said Paragraph 24.

3 25. Answering Paragraph 25 of the SAC, Defendant admits that the School
4 Board did not instruct GUSD personnel to rescind the decision placing Plaintiff on
5 paid administrative leave, and that Plaintiff's retirement effective June 9, 2023,
6 eliminated the need to determine whether Plaintiff should be dismissed or otherwise
7 disciplined. Defendant denies, generally and specifically, each and every remaining
8 allegation contained in said Paragraph 25.

9 26. Answering Paragraph 26 of the SAC, Defendant admits that Vivian
10 Ekchian, Ed.D. (Dr. Ekchian) was Superintendent of GUSD from July 1, 2019, until
11 she retired effective June 30, 2023. Defendant denies, generally and specifically,
12 each and every remaining allegation contained in said Paragraph 26.

13 27. Answering Paragraph 27 of the SAC, Defendant admits that as
14 Superintendent, Dr. Ekchian was GUSD's Chief Executive Officer, and as such, she
15 had the primary responsibility for execution of policies that the School Board
16 formulates and adopts. Defendant admits that as Superintendent, Dr. Ekchian had
17 delegated powers and duties necessary for efficient management and administration
18 of GUSD to the full extent permitted by law. Defendant denies, generally and
19 specifically, each and every remaining allegation contained in said Paragraph 27.

20 28. Answering Paragraph 28 of the SAC, Defendant admits that as
21 Superintendent, Dr. Ekchian was notified of at least one complaint that at a School
22 Board meeting on April 18, 2023, Plaintiff displayed a swastika to a teacher who
23 happened to be Jewish, that she determined such action violated GUSD's
24 nondiscrimination policy (BP/AR 4030) and the Code of Ethics (BP/AR 4119.21),
25 and that based solely on said complaint and determination, she decided to ask
26 GUSD's Human Resources Department to investigate the complaint and to place
27 Plaintiff on paid administrative leave pending the investigation. Defendant admits
28 that Dr. Ekchian did not instruct any GUSD personnel to cease the investigation or

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1 to rescind Plaintiff’s paid administrative leave before the investigation was
2 completed. Defendant denies, generally and specifically, each and every remaining
3 allegation contained in said Paragraph 28.

4 29. Answering Paragraph 29 of the SAC, Defendant admits that as
5 Superintendent, Dr. Ekchian had the primary responsibility of organizing,
6 reorganizing, and arranging the administrative and supervisory staff, including but
7 not limited to, instruction, human resources, and business affairs which, in her
8 judgment, would best serve GUSD, that she had such responsibility in all personnel
9 matters, and that major disciplinary actions (such as release from service or
10 certificated suspensions) require School Board approval. Defendant admits that as
11 Superintendent, Dr. Ekchian was responsible for the investigation process and
12 discipline, that she delegated such responsibility to the Chief Human Resources
13 Officer and others in the department, and that she had a duty to ensure that all
14 GUSD policies and practices were applied consistently and lawfully, including those
15 pertaining to discipline. Defendant denies, generally and specifically, each and
16 every remaining allegation contained in said Paragraph 29.

17 30. Answering Paragraph 30 of the SAC, Defendant admits that Darneika
18 Watson, Ph.D. (Dr. Watson) was the Chief Human Resources and Operations
19 Officer of GUSD from April 21, 2020 until June 30, 2023, that she was Interim
20 Superintendent of GUSD from July 1, 2023 until October 9, 2023, and that she has
21 been Superintendent of GUSD since October 10, 2023. Defendant denies, generally
22 and specifically, each and every remaining allegation contained in said Paragraph
23 30.

24 31. Answering Paragraph 31 of the SAC, Defendant admits that as Chief
25 Human Resources and Operations Officer, Dr. Watson had authorities and
26 responsibilities delegated to her by the Superintendent, including those pertaining to
27 personnel matters, such as the investigation process and discipline, and that as
28 Superintendent, Dr. Watson has the same authority and responsibilities as those

1 previously held by Dr. Ekchian. Defendant denies, generally and specifically, each
2 and every remaining allegation contained in said Paragraph 31.

3 32. Answering Paragraph 32 of the SAC, Defendant admits that as Chief
4 Human Resources and Operations Officer, Dr. Watson was notified of at least one
5 complaint that at a School Board meeting on April 18, 2023, Plaintiff displayed a
6 swastika to a teacher who happened to be Jewish. Defendant admits that Dr.
7 Ekchian determined such action violated GUSD's nondiscrimination policy (BP/AR
8 4030) and the Code of Ethics (BP/AR 4119.21), and that based solely on said
9 complaint and Dr. Ekchian's determination, Dr. Watson agreed with Dr. Ekchian's
10 request to investigate the complaint and to place Plaintiff on paid administrative
11 leave pending the investigation. Defendant denies, generally and specifically, each
12 and every remaining allegation contained in said Paragraph 32.

13 33. Defendant admits the allegations in Paragraph 33 of the SAC.

14 34. Answering Paragraph 34 of the SAC, Defendant admits that as
15 Principal of Mark Keppel Visual and Performing Arts Magnet School (Mark Keppel
16 or Keppel), Kristine Tonoli possessed the authority to assign, train, supervise, and
17 evaluate all certificated and classified staff at Mark Keppel. Defendant denies,
18 generally and specifically, each and every remaining allegation contained in said
19 Paragraph 34.

20 35. Defendant denies, generally and specifically, each and every allegation
21 in Paragraph 35 of the SAC.

22 36. Paragraph 36 of the SAC states only legal conclusions; accordingly, no
23 response is required from Defendant. To the extent any such response is deemed
24 required, Defendant denies, generally and specifically, each and every allegation
25 contained in said Paragraph 36.

26 37. Answering Paragraph 37 of the SAC, Defendant admits that Plaintiff
27 was a fifth-grade teacher at Mark Keppel, which is part of GUSD, for about 25
28 years. Defendant lacks knowledge or information sufficient to form a belief as to the

1 truth of the remaining allegations contained in said Paragraph 37 and, on that basis,
2 denies each and every remaining allegation contained in said Paragraph 37.

3 38. Defendant lacks knowledge or information sufficient to form a belief as
4 to the truth of the allegations contained in Paragraph 38 of the SAC and, on that
5 basis, denies each and every allegation contained in said Paragraph 38.

6 39. Defendant lacks knowledge or information sufficient to form a belief as
7 to the truth of the allegations contained in Paragraph 39 of the SAC and, on that
8 basis, denies each and every allegation contained in said Paragraph 39.

9 40. Defendant lacks knowledge or information sufficient to form a belief as
10 to the truth of the allegations contained in Paragraph 40 of the SAC and, on that
11 basis, denies each and every allegation contained in said Paragraph 40.

12 41. Defendant lacks knowledge or information sufficient to form a belief as
13 to the truth of the allegations contained in Paragraph 41 of the SAC and, on that
14 basis, denies each and every allegation contained in said Paragraph 41.

15 42. Defendant lacks knowledge or information sufficient to form a belief as
16 to the truth of the allegations contained in Paragraph 42 of the SAC and, on that
17 basis, denies each and every allegation contained in said Paragraph 42.

18 43. Answering Paragraph 43 of the SAC, Defendant admits that GUSD and
19 its personnel follow California state laws which require that all students be
20 permitted to participate in school programs, activities, and facilities in accordance
21 with their gender identity, affirm every individual on campus the right to be
22 addressed by their chosen names and pronouns, and are intended to ensure that
23 transgender students are protected and have the same opportunities to participate
24 and succeed as all other students. The remaining allegations in said Paragraph 43
25 consist of arguments to which no response is required from Defendant. To the extent
26 any such response is deemed required, Defendant lacks knowledge or information
27 sufficient to form a belief as to the truth of the remaining allegations contained in
28 said Paragraph 43 and, on that basis, denies each and every remaining allegation

1 contained in said Paragraph 43.

2 44. Answering Paragraph 44 of the SAC, Defendant admits that GUSD's
3 official policies are consistent with California state laws which require that all
4 students be permitted to participate in school programs, activities, and facilities in
5 accordance with their gender identity, affirm every individual on campus the right to
6 be addressed by their chosen names and pronouns, and are intended to ensure that
7 transgender students are protected and have the same opportunities to participate
8 and succeed as all other students. The remaining allegations in said Paragraph 44
9 consist of arguments to which no response is required from Defendant. To the extent
10 any such response is deemed required, Defendant lacks knowledge or information
11 sufficient to form a belief as to the truth of the remaining allegations contained in
12 said Paragraph 44 and, on that basis, denies each and every remaining allegation
13 contained in said Paragraph 44.

14 45. Answering Paragraph 45 of the SAC, Defendant admits that GUSD's
15 official policies are consistent with California state laws which require that all
16 students be permitted to participate in school programs, activities, and facilities
17 (including bathrooms and locker rooms) in accordance with their gender identity,
18 affirm every individual on campus the right to be addressed by their chosen names
19 and pronouns and to keep their transgender status private if desired, ensure that any
20 disclosures of a student's transgender status are made in a way that reduces or
21 eliminates the risk of re-disclosure, protect the transgender student's safety, protect
22 against harassment or discrimination, and are intended to ensure that transgender
23 students are protected and have the same opportunities to participate and succeed as
24 all other students. Defendant admits that GUSD, consistent with federal and
25 California state law, keeps all student files and records private, subject to disclosure
26 only under specified circumstances, and that additional privacy measures are taken
27 when a family requests a change to the gender listed on a student's original
28 cumulative file, including but not limited to creating an updated cumulative file and

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1 securely storing the original file with restricted access. Defendant denies, generally
2 and specifically, each and every remaining allegation contained in said Paragraph
3 45.

4 46. Defendant lacks knowledge or information sufficient to form a belief as
5 to the truth of the allegations contained in Paragraph 46 of the SAC and, on that
6 basis, denies each and every allegation contained in said Paragraph 46.

7 47. Defendant lacks knowledge or information sufficient to form a belief as
8 to the truth of the allegations contained in Paragraph 47 of the SAC and, on that
9 basis, denies each and every allegation contained in said Paragraph 47.

10 48. Defendant lacks knowledge or information sufficient to form a belief as
11 to the truth of the allegations contained in Paragraph 48 of the SAC and, on that
12 basis, denies each and every allegation contained in said Paragraph 48.

13 49. Defendant lacks knowledge or information sufficient to form a belief as
14 to the truth of the allegations contained in Paragraph 49 of the SAC and, on that
15 basis, denies each and every allegation contained in said Paragraph 49.

16 50. Defendant lacks knowledge or information sufficient to form a belief as
17 to the truth of the allegations contained in Paragraph 50 of the SAC and, on that
18 basis, denies each and every allegation contained in said Paragraph 50.

19 51. Defendant lacks knowledge or information sufficient to form a belief as
20 to the truth of the allegations contained in Paragraph 51 of the SAC and, on that
21 basis, denies each and every allegation contained in said Paragraph 51.

22 52. Defendant lacks knowledge or information sufficient to form a belief as
23 to the truth of the allegations contained in Paragraph 52 of the SAC and, on that
24 basis, denies each and every allegation contained in said Paragraph 52.

25 53. Answering Paragraph 53 of the SAC, Defendant admits that Plaintiff
26 attended a GUSD School Board meeting on April 18, 2023. Defendant lacks
27 knowledge or information sufficient to form a belief as to the truth of the remaining
28 allegations contained in said Paragraph 53 and, on that basis, denies each and every

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1 remaining allegation contained in said Paragraph 53.

2 54. Answering Paragraph 54 of the SAC, Defendant admits that Plaintiff
3 gave a short speech in front of the GUSD School Board at its meeting on April 18,
4 2023, in which he stated as follows: “Two plus two equals four. The world is not
5 flat. Boys have penises. Girls have vaginas. Gender is binary and cannot be
6 changed. Biology is not bigotry. Heterosexuality is not hate. Gender confusion and
7 gender delusion are deep psychological disorders. No caring profession or loving
8 parent would ever support the chemical poisoning or surgical mutilation of a child’s
9 genitalia. Transgender ideology is anti-gay. It is anti-woman and is anti-human. It
10 wants to take away women’s sports, women’s rights, women’s achievements. It is
11 misogyny writ large. And I can say this also as a gay man, the gay people d-- ...
12 [*speech ends*].” Defendant denies, generally and specifically, each and every
13 remaining allegation contained in said Paragraph 54.

14 55. Answering Paragraph 55 of the SAC, Defendant admits that Plaintiff
15 gave a short speech in front of the GUSD School Board at its meeting on April 18,
16 2023, in which he stated as follows: “Two plus two equals four. The world is not
17 flat. Boys have penises. Girls have vaginas. Gender is binary and cannot be
18 changed. Biology is not bigotry. Heterosexuality is not hate. Gender confusion and
19 gender delusion are deep psychological disorders. No caring profession or loving
20 parent would ever support the chemical poisoning or surgical mutilation of a child’s
21 genitalia. Transgender ideology is anti-gay. It is anti-woman and is anti-human. It
22 wants to take away women’s sports, women’s rights, women’s achievements. It is
23 misogyny writ large. And I can say this also as a gay man, the gay people d-- ...
24 [*speech ends*].” Defendant denies, generally and specifically, each and every
25 remaining allegation contained in said Paragraph 55.

26 56. Paragraph 56 of the SAC states only legal conclusions; accordingly, no
27 response is required from Defendant. To the extent any such response is deemed
28 required, Defendant lacks knowledge or information sufficient to form a belief as to

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1 the truth of the allegations contained in said Paragraph 56 and, on that basis, denies
2 each and every allegation contained in said Paragraph 56.

3 57. Defendant lacks knowledge or information sufficient to form a belief as
4 to the truth of the allegations contained in Paragraph 57 of the SAC and, on that
5 basis, denies each and every allegation contained in said Paragraph 57.

6 58. Defendant denies, generally and specifically, each and every allegation
7 in Paragraph 58 of the SAC.

8 59. Defendant denies, generally and specifically, each and every allegation
9 in Paragraph 59 of the SAC.

10 60. Answering Paragraph 60 of the SAC, Defendant admits that on April
11 19, 2023, Principal Tonoli directed Plaintiff to leave his classroom and to meet with
12 her and with a GUSD administrator in Ms. Tonoli's office. Defendant lacks
13 knowledge or information sufficient to form a belief as to the truth of the remaining
14 allegations contained in said Paragraph 60 and, on that basis, denies each and every
15 remaining allegation contained in said Paragraph 60.

16 61. Answering Paragraph 61 of the SAC, Defendant admits that on April
17 19, 2023, Plaintiff was given a letter signed and authorized by Dr. Watson while in
18 Principal Tonoli's office. Defendant lacks knowledge or information sufficient to
19 form a belief as to the truth of the remaining allegations contained in said Paragraph
20 61 and, on that basis, denies each and every remaining allegation contained in said
21 Paragraph 61.

22 62. Answering Paragraph 62 of the SAC, Defendant admits the letter
23 signed and authorized by Dr. Watson stated, in part: "This letter serves to confirm
24 the District's decision to place you on Administrative Leave with Pay effective
25 April 19, 2023. The purpose of this leave is to allow the District time to conduct its
26 investigation into allegations of misconduct made by another teacher in the Glendale
27 Unified School District. [¶] This Administrative Leave will remain in effect pending
28 the completion of the District's investigation and the District's notice to you. You

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1 are not to report to school or any other District site during the Administrative Leave
2 except to Payroll or Human Resources until further notice.” Defendant denies,
3 generally and specifically, each and every remaining allegation contained in said
4 Paragraph 62.

5 63. Answering Paragraph 63 of the SAC, Defendant admits the letter
6 signed and authorized by Dr. Watson stated, in part: “You are tentatively scheduled
7 to meet with Human Resources Representatives on Tuesday, April 25, 2023, from
8 10:30 AM to 11:00 AM, when you will be provided with more information on the
9 allegations. You have the right to have a union representative at this meeting, held in
10 the Human Resources Office.” Defendant denies, generally and specifically, each
11 and every remaining allegation contained in said Paragraph 63.

12 64. Answering Paragraph 64 of the SAC, Defendant admits the letter
13 signed and authorized by Dr. Watson stated, in part: “Because this is a confidential
14 personnel matter, we would recommend that you not discuss this investigation or
15 any of the information related to it with your co-workers or others, other than your
16 representative. Further, all information from this investigation should be kept
17 confidential.” Defendant denies, generally and specifically, each and every
18 remaining allegation contained in said Paragraph 64.

19 65. Answering Paragraph 65 of the SAC, Defendant admits that on April
20 19, 2023, Principal Tonoli disseminated an email to families of the school’s students
21 that never identified Plaintiff by name and stated, in part: “We have received official
22 complaints about the actions of one of our Keppel teachers at the Glendale Unified
23 Board of Education meeting last night. Our district has processes in place to
24 investigate and address these complaints and is following up immediately. As this is
25 a personnel matter, I am unable to share additional information, but I can confirm
26 that the teacher is not currently on campus.” Defendant denies, generally and
27 specifically, each and every remaining allegation contained in said Paragraph 65.

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1 66. Answering Paragraph 66 of the SAC, Defendant admits that on April
2 19, 2023, Principal Tonoli disseminated an email to families of the school’s students
3 that never identified Plaintiff by name and stated, in part: “We have received official
4 complaints about the actions of one of our Keppel teachers at the Glendale Unified
5 Board of Education meeting last night. Our district has processes in place to
6 investigate and address these complaints and is following up immediately. As this is
7 a personnel matter, I am unable to share additional information, but I can confirm
8 that the teacher is not currently on campus. [¶] I am deeply saddened by our
9 employee’s actions and assure you they do not represent the values of our Keppel
10 and our Glendale Unified community. ... [¶] Hate speech and hate symbols have no
11 place in our community.” Defendant denies, generally and specifically, each and
12 every remaining allegation contained in said Paragraph 66.

13 67. Answering Paragraph 67 of the SAC, Defendant admits that on April
14 19, 2023, Principal Tonoli disseminated an email to families of the school’s students
15 that never identified Plaintiff by name and stated, in part: “Together, we have
16 created a wonderful school environment that supports our students and it is my
17 commitment that we continue to do so. Student and employee safety is and always
18 will be our top priority. We will continue to foster a positive culture that emphasizes
19 the safety and wellbeing of all of our students and staff.” Defendant denies,
20 generally and specifically, each and every remaining allegation contained in said
21 Paragraph 67.

22 68. Defendant denies, generally and specifically, each and every allegation
23 in Paragraph 68 of the SAC.

24 69. Defendant denies, generally and specifically, each and every allegation
25 in Paragraph 69 of the SAC.

26 70. Answering Paragraph 70 of the SAC, Defendant admits that GUSD
27 staff routinely assist school sites with functions such as public statements and other
28 messaging to the school community. Defendant denies, generally and specifically,

1 each and every remaining allegation contained in said Paragraph 70.

2 71. Defendant denies, generally and specifically, each and every allegation
3 in Paragraph 71 of the SAC.

4 72. Answering Paragraph 72 of the SAC, Defendant admits that GUSD's
5 then-general counsel informed Plaintiff's counsel on or about June 6, 2023, that
6 Plaintiff was not dismissed from service, that any such dismissal would require
7 School Board approval, that Human Resources normally handled placements on
8 administrative leave, that given the public nature of the matter, the Board would
9 have had to make any decision to rescind Plaintiff's administrative leave, that the
10 Board meeting scheduled to occur on the day of this discussion was derailed
11 because of a riot in the parking lot, and that Plaintiff's previously-scheduled
12 retirement date of June 9, 2023, eliminated any need to issue discipline of any kind,
13 including dismissal. Defendant denies, generally and specifically, each and every
14 remaining allegation contained in said Paragraph 72.

15 73. Defendant denies, generally and specifically, each and every allegation
16 in Paragraph 73 of the SAC.

17 74. Answering Paragraph 74 of the SAC, Defendant admits that as
18 Superintendent, Dr. Ekchian was notified of at least one complaint that at a School
19 Board meeting on April 18, 2023, Plaintiff displayed a swastika to a teacher who
20 happened to be Jewish, that she determined such action violated GUSD's
21 nondiscrimination policy (BP/AR 4030) and the Code of Ethics (BP/AR 4119.21),
22 that based solely on said complaint and determination, Dr. Ekchian decided to ask
23 GUSD's Human Resources Department to investigate the complaint and to place
24 Plaintiff on paid administrative leave pending the investigation, and that Dr. Watson
25 agreed with Dr. Ekchian's request. Defendant denies, generally and specifically,
26 each and every remaining allegation contained in said Paragraph 74.

27 75. Answering Paragraph 75 of the SAC, Defendant admits the letter
28 signed and authorized by Dr. Watson stated, in part: "This letter serves to confirm

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1 the District’s decision to place you on Administrative Leave with Pay effective
2 April 19, 2023.... [¶] This Administrative Leave will remain in effect pending the
3 completion of the District’s investigation and the District’s notice to you. You are
4 not to report to school or any other District site during the Administrative Leave
5 except to Payroll or Human Resources until further notice.” Defendant lacks
6 knowledge or information sufficient to form a belief as to the truth of the allegation
7 contained in said Paragraph 75 that Plaintiff deeply cherished attending his students’
8 fifth-grade graduation ceremony every year to commemorate the achievement of his
9 students and to be able to celebrate with them and their families before they moved
10 on to middle school, and, on that basis, denies said allegation. Defendant denies,
11 generally and specifically, each and every remaining allegation contained in said
12 Paragraph 75.

13 76. Defendant lacks knowledge or information sufficient to form a belief as
14 to the truth of the allegations contained in Paragraph 76 of the SAC and, on that
15 basis, denies each and every allegation contained in said Paragraph 76.

16 77. Defendant denies, generally and specifically, each and every allegation
17 in Paragraph 77 of the SAC.

18 78. Defendant denies, generally and specifically, each and every allegation
19 in Paragraph 78 of the SAC.

20 79. Defendant lacks knowledge or information sufficient to form a belief as
21 to the truth of the allegations contained in Paragraph 79 of the SAC and, on that
22 basis, denies each and every allegation contained in said Paragraph 79.

23 80. Answering Paragraph 80 of the SAC, Defendant specifically denies the
24 allegation in said Paragraph 80 that Defendants engaged in retaliatory conduct.
25 Defendant lacks knowledge or information sufficient to form a belief as to the truth
26 of the remaining allegations contained in said Paragraph 80 and, on that basis,
27 denies each and every remaining allegation contained in said Paragraph 80.

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1 81. Answering Paragraph 81 of the SAC, Defendant specifically denies the
2 allegation in said Paragraph 81 that Defendants punished Plaintiff for
3 communicating his views on “GUSD’s Sex-Change Policies.” The remainder of said
4 Paragraph 81 states only legal conclusions; accordingly, no response is required
5 from Defendant. To the extent any such response is deemed required, Defendant
6 lacks knowledge or information sufficient to form a belief as to the truth of the
7 remaining allegations contained in said Paragraph 81 and, on that basis, denies each
8 and every remaining allegation contained in said Paragraph 81.

9 82. Defendant denies, generally and specifically, each and every allegation
10 in Paragraph 82 of the SAC.

11 83. Defendant denies, generally and specifically, each and every allegation
12 in Paragraph 83 of the SAC.

13 84. Defendant lacks knowledge or information sufficient to form a belief as
14 to the truth of the allegations contained in Paragraph 84 of the SAC and, on that
15 basis, denies each and every allegation contained in said Paragraph 84.

16 85. Answering Paragraph 85 of the SAC, Defendant admits, on information
17 and belief, that a teacher at a different GUSD school than the one where Plaintiff
18 taught showed her third grade students a video to teach them about Pride month, that
19 this video was not sexually inappropriate, that some parents objected to the video on
20 grounds that included the video being inappropriate based on the age of the children,
21 that the teacher was subjected to death threats and other backlash and became
22 concerned for their safety, and that the School Board condemned these threats and
23 other backlash. Defendant denies, generally and specifically, each and every
24 remaining allegation in said Paragraph 85.

25 86. Defendant lacks knowledge or information sufficient to form a belief as
26 to the truth of the allegations contained in Paragraph 86 of the SAC and, on that
27 basis, denies each and every allegation contained in said Paragraph 86.

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1 87. Defendant lacks knowledge or information sufficient to form a belief as
2 to the truth of the allegations contained in Paragraph 87 of the SAC and, on that
3 basis, denies each and every allegation contained in said Paragraph 87.

4 88. Answering Paragraph 88 of the SAC, Defendant admits that Plaintiff
5 made complaints to GUSD of alleged harassment against him, that the School Board
6 and Dr. Watson were aware of these complaints, that two incidents of harassment
7 alleged by Plaintiff were complaints against him for displaying a swastika at the
8 School Board meeting of April 18, 2023, which the complaining parties had the
9 right to make and which GUSD had the responsibility to investigate and determine
10 whether or not the complaints could be substantiated, that two incidents of alleged
11 harassment of Plaintiff were posts on social media, that GUSD could not confirm
12 any other alleged harassment of Plaintiff, that there was no evidence that any alleged
13 harassment occurred within the employment context, during employment hours, or
14 by use of GUSD-issued accounts, and that GUSD believed such matters were
15 outside of its jurisdiction and should not be considered by GUSD as they were not
16 employment-related. Defendant denies, generally and specifically, each and every
17 remaining allegation contained in said Paragraph 88.

18 89. Answering Paragraph 89 of the SAC, Defendant admits that Plaintiff
19 made complaints to GUSD of alleged harassment against him, that the School Board
20 and Dr. Watson were aware of these complaints, that two incidents of harassment
21 alleged by Plaintiff were complaints against him for displaying a swastika at the
22 School Board meeting of April 18, 2023, which the complaining parties had the
23 right to make and which GUSD had the responsibility to investigate and determine
24 whether or not the complaints could be substantiated, that two incidents of alleged
25 harassment of Plaintiff were posts on social media, that GUSD could not confirm
26 any other alleged harassment of Plaintiff, that there was no evidence that any alleged
27 harassment occurred within the employment context, during employment hours, or
28 by use of GUSD-issued accounts, and that GUSD believed such matters were

1 outside of its jurisdiction and should not be considered by GUSD as they were not
2 employment-related. Defendant denies, generally and specifically, each and every
3 remaining allegation contained in said Paragraph 89.

4 90. Answering Paragraph 90 of the SAC, Defendant admits that School
5 Board meetings are professional meetings that are directly connected to GUSD's
6 business, and that Plaintiff's action in displaying a swastika at a School Board
7 meeting on April 18, 2023, which was attended by GUSD teachers, was directly
8 connected to teachers in a professional capacity. Defendant denies, generally and
9 specifically, each and every remaining allegation contained in said Paragraph 90.

10 91. Defendant denies, generally and specifically, each and every allegation
11 in Paragraph 91 of the SAC.

12 92. Defendant denies, generally and specifically, each and every allegation
13 in Paragraph 92 of the SAC.

14 93. Answering Paragraph 93 of the SAC, Defendant admits that the School
15 Board made various changes to the rules of its meetings, that one change was to
16 limit the total time for public comments to 60 minutes to promote efficiency,
17 including limits of 21 minutes per topic and three minutes per speaker, the latter
18 being a reduction from five minutes per speaker, and that another change was to
19 prohibit signs at meetings because they were seen as dangerous and disruptive, in
20 response to incidents where meeting attendees blocked speakers with signs and
21 posters and caused other disruptions by waving signs, and concerns that signs could
22 be used as weapons. Defendant denies, generally and specifically, each and every
23 remaining allegation contained in said Paragraph 93.

24 94. Defendant lacks knowledge or information sufficient to form a belief as
25 to the truth of the allegations contained in Paragraph 94 of the SAC and, on that
26 basis, denies each and every allegation contained in said Paragraph 94.

27 95. Defendant denies, generally and specifically, each and every allegation
28 in Paragraph 95 of the SAC.

1 96. Answering Paragraph 96 of the SAC, Defendant admits that on or
2 about March 3, 2023, Plaintiff submitted a Certificated Retirement Form to GUSD,
3 dated March 3, 2023, requesting that he retire effective June 9, 2023, and that
4 Plaintiff retired effective June 9, 2023, which was at the end of the school year.
5 Defendant denies, generally and specifically, each and every remaining allegation
6 contained in said Paragraph 96.

7 97. Answering Paragraph 97 of the SAC, Defendant realleges and
8 incorporates herein by reference the answers and responses contained in all
9 preceding Paragraphs of this Answer as though fully set forth.

10 98. Paragraph 98 of the SAC states only legal conclusions; accordingly, no
11 response is required from Defendant. To the extent any such response is deemed
12 required, Defendant lacks knowledge or information sufficient to form a belief as to
13 the truth of the allegations contained in said Paragraph 98 and, on that basis, denies
14 each and every allegation contained in said Paragraph 98.

15 99. Paragraph 99 of the SAC states only legal conclusions; accordingly, no
16 response is required from Defendant. To the extent any such response is deemed
17 required, Defendant lacks knowledge or information sufficient to form a belief as to
18 the truth of the allegations contained in said Paragraph 99 and, on that basis, denies
19 each and every allegation contained in said Paragraph 99.

20 100. Defendant denies, generally and specifically, each and every allegation
21 in Paragraph 100 of the SAC.

22 101. Defendant denies, generally and specifically, each and every allegation
23 in Paragraph 101 of the SAC.

24 102. Defendant denies, generally and specifically, each and every allegation
25 in Paragraph 102 of the SAC.

26 103. Defendant denies, generally and specifically, each and every allegation
27 in Paragraph 103 of the SAC.

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1 104. Defendant denies, generally and specifically, each and every allegation
2 in Paragraph 104 of the SAC.

3 105. Answering Paragraph 105 of the SAC, Defendant realleges and
4 incorporates herein by reference the answers and responses contained in all
5 preceding Paragraphs of this Answer as though fully set forth.

6 106. Defendant denies, generally and specifically, each and every allegation
7 in Paragraph 106 of the SAC.

8 107. Paragraph 107 of the SAC states only legal conclusions; accordingly,
9 no response is required from Defendant. To the extent any such response is deemed
10 required, Defendant lacks knowledge or information sufficient to form a belief as to
11 the truth of the allegations contained in said Paragraph 107 and, on that basis, denies
12 each and every allegation contained in said Paragraph 107.

13 108. Defendant denies, generally and specifically, each and every allegation
14 in Paragraph 108 of the SAC.

15 109. Defendant denies, generally and specifically, each and every allegation
16 in Paragraph 109 of the SAC.

17 110. Defendant denies, generally and specifically, each and every allegation
18 in Paragraph 110 of the SAC.

19 111. Defendant denies, generally and specifically, each and every allegation
20 in Paragraph 111 of the SAC.

21 112. Defendant denies, generally and specifically, each and every allegation
22 in Paragraph 112 of the SAC.

23 113. Defendant denies, generally and specifically, each and every allegation
24 in Paragraph 113 of the SAC.

25 114. Defendant denies, generally and specifically, each and every allegation
26 in Paragraph 114 of the SAC.

27 115. Answering Paragraph 115 of the SAC, Defendant realleges and
28 incorporates herein by reference the answers and responses contained in all

1 preceding Paragraphs of this Answer as though fully set forth.

2 116. Defendant denies, generally and specifically, each and every allegation
3 in Paragraph 116 of the SAC.

4 117. Defendant denies, generally and specifically, each and every allegation
5 in Paragraph 117 of the SAC.

6 118. Defendant denies, generally and specifically, each and every allegation
7 in Paragraph 118 of the SAC.

8 119. Defendant denies, generally and specifically, each and every allegation
9 in Paragraph 119 of the SAC.

10 120. Defendant denies, generally and specifically, each and every allegation
11 in Paragraph 120 of the SAC.

12 121. Defendant denies, generally and specifically, each and every allegation
13 in Paragraph 121 of the SAC.

14 122. Defendant denies, generally and specifically, each and every allegation
15 in Paragraph 122 of the SAC.

16 123. Answering Paragraph 123 of the SAC, Defendant realleges and
17 incorporates herein by reference the answers and responses contained in all
18 preceding Paragraphs of this Answer as though fully set forth.

19 124. Paragraph 124 of the SAC states only legal conclusions and pertains
20 only to a claim that has already been dismissed with prejudice; accordingly, no
21 response is required from Defendant. To the extent any such response is deemed
22 required, Defendant denies, generally and specifically, each and every allegation in
23 said Paragraph 124.

24 125. Paragraph 125 of the SAC states only legal conclusions and pertains
25 only to a claim that has already been dismissed with prejudice; accordingly, no
26 response is required from Defendant. To the extent any such response is deemed
27 required, Defendant denies, generally and specifically, each and every allegation in
28 said Paragraph 125.

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1 126. Paragraph 126 of the SAC states only legal conclusions and pertains
2 only to a claim that has already been dismissed with prejudice; accordingly, no
3 response is required from Defendant. To the extent any such response is deemed
4 required, Defendant denies, generally and specifically, each and every allegation in
5 said Paragraph 126.

6 127. Paragraph 127 of the SAC states only legal conclusions and pertains
7 only to a claim that has already been dismissed with prejudice; accordingly, no
8 response is required from Defendant. To the extent any such response is deemed
9 required, Defendant denies, generally and specifically, each and every allegation in
10 said Paragraph 127.

11 128. Paragraph 128 of the SAC states only legal conclusions and pertains
12 only to a claim that has already been dismissed with prejudice; accordingly, no
13 response is required from Defendant. To the extent any such response is deemed
14 required, Defendant denies, generally and specifically, each and every allegation in
15 said Paragraph 128.

16 129. Paragraph 129 of the SAC states only legal conclusions and pertains
17 only to a claim that has already been dismissed with prejudice; accordingly, no
18 response is required from Defendant. To the extent any such response is deemed
19 required, Defendant denies, generally and specifically, each and every allegation in
20 said Paragraph 129.

21 130. Paragraph 130 of the SAC states only legal conclusions and pertains
22 only to a claim that has already been dismissed with prejudice; accordingly, no
23 response is required from Defendant. To the extent any such response is deemed
24 required, Defendant denies, generally and specifically, each and every allegation in
25 said Paragraph 130.

26 131. The SAC's Prayer for Relief, and Paragraphs A through G, inclusive,
27 therein, only states relief sought by Plaintiff; accordingly, no response is required
28 from Defendant. To the extent any such response is deemed required, Defendant

1 denies, generally and specifically, each and every allegation in said Prayer for
2 Relief.

3 **FIRST AFFIRMATIVE DEFENSE**

4 **(Failure to State a Claim)**

5 132. Plaintiff's SAC fails to state facts sufficient to constitute a claim upon
6 which relief can be granted.

7 **SECOND AFFIRMATIVE DEFENSE**

8 **(Waiver)**

9 133. Any recovery on Plaintiff's SAC is barred by waiver.

10 **THIRD AFFIRMATIVE DEFENSE**

11 **(Estoppel)**

12 134. Plaintiff is estopped by his conduct from any recovery under the SAC.

13 **FOURTH AFFIRMATIVE DEFENSE**

14 **(Laches)**

15 135. Any recovery on Plaintiff's SAC is barred by laches.

16 **FIFTH AFFIRMATIVE DEFENSE**

17 **(Unclean Hands)**

18 136. Any recovery on Plaintiff's SAC is barred by unclean hands.

19 **SIXTH AFFIRMATIVE DEFENSE**

20 **(Consent)**

21 137. Any recovery on the SAC is barred, in whole or in part, on the grounds
22 that Plaintiff consented to the conduct challenged therein.

23 **SEVENTH AFFIRMATIVE DEFENSE**

24 **(Failure to State a Claim for Injunctive Relief)**

25 138. Plaintiff's SAC fails to state facts sufficient to constitute a claim upon
26 which injunctive relief can be granted, under *Monell v. Department of Social*
27 *Services*, 436 U.S. 658 (1978), or otherwise.

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EIGHTH AFFIRMATIVE DEFENSE

(Defendant’s Free Speech Rights)

139. Any recovery on Plaintiff’s SAC is barred, in whole or in part, because the conduct alleged therein was a lawful and protected exercise of Defendant’s free speech rights under the First Amendment to the United States Constitution.

NINTH AFFIRMATIVE DEFENSE

(Failure to Exhaust)

140. Plaintiff is barred from proceeding by reason of Plaintiff’s failure to exhaust successfully the judicial and administrative remedies available to Plaintiff.

TENTH AFFIRMATIVE DEFENSE

(Collateral Estoppel/Res Judicata)

141. Any recovery on Plaintiff’s SAC is barred, in whole or in part, by collateral estoppel and/or res judicata.

ELEVENTH AFFIRMATIVE DEFENSE

(Same Decision)

142. Any recovery on Plaintiff’s SAC is barred, in whole or in part, because Defendant would have made the same decisions or taken the same actions, if any, irrespective of Plaintiff’s alleged protected speech or activities.

TWELFTH AFFIRMATIVE DEFENSE

(Adequate Justification)

143. Any recovery on Plaintiff’s SAC is barred, in whole or in part, because to the extent Defendant treated Plaintiff differently from other members of the general public, she had an adequate justification for doing so.

THIRTEENTH AFFIRMATIVE DEFENSE

(Good Faith)

144. Any recovery on Plaintiff’s SAC is barred, in whole or in part, because any and every action taken by Defendant with respect to Plaintiff was privileged, and undertaken with good cause, in good faith, or with a good faith belief that good

1 cause existed.

2 **FOURTEENTH AFFIRMATIVE DEFENSE**

3 **(No Protected Conduct by Plaintiff)**

4 145. Plaintiff did not engage in any protected conduct under the First
5 Amendment, or any other constitutional, statutory or common law provision.

6 **FIFTEENTH AFFIRMATIVE DEFENSE**

7 **(Management Discretion)**

8 146. Any and all conduct of which Plaintiff complains was a just and proper
9 exercise of management discretion, undertaken for a fair and honest reason, without
10 malice or unlawful motive, and regulated by good faith under the circumstances that
11 existed.

12 **SIXTEENTH AFFIRMATIVE DEFENSE**

13 **(Legitimate Reasons)**

14 147. At all times, any and all actions taken with regard to Plaintiff were
15 taken without retaliation, based on legitimate reasons and not as a pretext for illegal
16 action or motive.

17 **SEVENTEENTH AFFIRMATIVE DEFENSE**

18 **(After-Acquired Evidence)**

19 148. Any recovery on the SAC is barred, in whole or in part, by the after-
20 acquired evidence doctrine.

21 **EIGHTEENTH AFFIRMATIVE DEFENSE**

22 **(Plaintiff As Cause)**

23 149. Plaintiff is barred from recovering for any injuries or damages because
24 such injuries and damages were the sole, direct and proximate result of Plaintiff's
25 own conduct.

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NINETEENTH AFFIRMATIVE DEFENSE

(No But-For or Proximate Causation)

150. Any acts, or omissions to act, by Defendant were not the but-for cause, or the proximate cause, of any damages or injuries allegedly suffered by Plaintiff.

TWENTIETH AFFIRMATIVE DEFENSE

(Plaintiff’s Failure to Mitigate)

151. Any recovery on Plaintiff’s SAC is barred, in whole or in part, by Plaintiff’s failure to mitigate damages, and Defendant’s liability, if any, must be limited to the amount of damage which would have been suffered if Plaintiff had exercised the reasonable diligence required of him in mitigating damages.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Set Off for Collateral Source Benefits)

152. In the event of an adverse judgment, Defendant is entitled to a set off for any collateral source benefits pursuant to Cal. Gov’t Code § 985.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Unconstitutionality of Punitive Damages)

153. Plaintiff is not entitled to recover punitive damages to the extent such an award would violate Defendant’s rights under the Constitution of the United States, including Defendant’s rights to procedural and substantive due process and protection from excessive fines.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Attorneys’ Fees)

154. Defendant is entitled to recover all costs and attorneys’ fees incurred herein pursuant to Fed. R. Civ. P. 11, 42 U.S.C. § 1988, and/or any other applicable statute, rule or law, inasmuch as any and all of the claims alleged in Plaintiff’s SAC are frivolous, unreasonable, or without foundation.

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RESERVATION OF RIGHTS

155. The SAC does not describe the events and claims asserted therein with sufficient particularity to enable Defendant to determine all of the defenses that may exist to such events and claims. Defendant therefore reserve the right to add, delete, or modify any and all defenses which may pertain to the SAC if the precise nature of such events and claims is determined through clarification or amendment of the SAC, through discovery, through further legal analysis of Plaintiff’s claims, causes of action, and positions in this litigation, or otherwise.

PRAYER

WHEREFORE, Defendant prays as follows:

1. Plaintiff take nothing by way of his SAC;
2. Defendant be awarded all reasonable attorneys’ fees and costs of suit incurred herein; and
3. Defendant be awarded such other and further relief as the Court may deem just and proper.

DATED: December 12, 2024

BALLARD ROSENBERG
GOLPER & SAVITT, LLP

By: 

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

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