IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

DR. RACHEL TUDOR,

Plaintiff,

v.

1. MARIE GALINDO,
2. BRITTANY STEWART,
3. JILLIAN WEISS,
4. EZRA YOUNG,
4. TRANSGENDER LEGAL DEFENSE AND EDUCATION FUND

Defendants.

Case No. 5:22-cv-00480-JD

1. EZRA YOUNG,
2. BRITTANY STEWART,

Counterclaim Plaintiffs,

v.

1. DR. RACHEL TUDOR,
2. JILLIAN WEISS

Counterclaim Defendants.

1. EZRA YOUNG,
2. BRITTANY STEWART,

Third-party Plaintiffs,

v.

1. SOUTHEASTERN OKLAHOMA STATE UNIVERSITY,
2. REGIONAL UNIVERSITY SYSTEM OF OKLAHOMA,

Third-Party Defendants.

EZRA YOUNG AND BRITTANY STEWART'S RESPONSE TO DR. TUDOR'S MOTION TO DISMISS (ECF NO. 35)

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INTRODUCTION AND BACKGROUND

After several years, thousands of hours of Young and Stewart's attorney time, and tens of thousands of dollars of fronted costs, Dr. Tudor prevailed in her civil rights case against Southeastern and RUSO. *See generally Tudor v. Southeastern et al.*, 5:15-cv-324-C (W.D. Okla. filed Mar. 30, 2015).

Rather than settle her legal bills outright in the merits case, Dr. Tudor concocted a brazen scheme to deprive Young and Stewart of compensation for their labor and costs incurred. Among other things, Dr. Tudor: floated bogus allegations of misconduct twice rejected by ethics authorities in Oklahoma and Texas; brazenly opposed Young and Stewart's docketing of final attorneys fees' bills and costs petitions in direct violation of the Young Firm Retainer; settled around Young and Stewart's interests for a sum that is less than the merits case was worth overall; pocketed settlement proceeds in excess of what Tudor knew she was entitled to as a matter of law and equity; entered into a settlement with Southeastern and RUSO in which Tudor swore no liens covered her case despite being more than aware that was untrue; and docketed the instant interpleader case against Young, Stewart and others on the pretense that we must all fight one another for a fraction of Tudor's sham settlement.

Young and Stewart (Former Counsel) respect and appreciate the many challenges that Dr. Tudor has faced and surmounted in life. We also know first

hand how incredibly stressful and daunting her merits case was to litigate—we stood with her through virtually each and every hurdle, and made big sacrifices in our personal and professional lives to keep her cause and case alive.

Former Counsels' third party claims were brought because Dr. Tudor refused repeatedly to either pay our bills directly or simply cooperate in our efforts to seek direct payment from Southeastern and RUSO.[1] Dr. Tudor's case required (and she expected and otherwise demanded) thousands of hours of Former Counsels' billable time and fronted money over the course of several years. Dr. Tudor prevailed in the merits case not despite our work, but because of it; even after the point at which we notified her she needed to retain new counsel as she waited out the Tenth Circuit's merits opinion fully briefed and supported by amici we brought in to help her prevail.

The Western District has dedicated considerable time and judicial resources to Dr. Tudor's merits case. It knows well just how long and hard Former Counsel fought to keep Tudor's case alive and precisely how we shepherded it through each and every twist in turn against considerable odds and fickle political winds in Oklahoma and nationally. Our character, work

[1] We reserve argument as to Southeastern and RUSO's separate motion to dismiss, ECF No. 37, in our forthcoming separate response. Because third party defendant Jillian Weiss filed an answer, ECF No. 37, we do not speak to claims against her personally here.

ethic, and skill are evidenced on the Western District's dockets. We are asking only that we be fairly and justly compensated for our labor and reimbursed appropriately for all of the monies Dr. Tudor consumed in her quest to right the injustices done to her by Southeastern and RUSO.

LEGAL STANDARD

Dr. Tudor seeks to dismiss Young and Stewarts' claims as to herself pursuant to Fed. R. Civ. P. 12(b)(6). A 12(b)(6) challenge narrowly targets claims for dismissal on the premise that the complainant failed to "state claim[s] upon which relief can be granted."

Former Counsel respectfully disagree with Dr. Tudor's articulation of the standard of review on this posture. Dr. Tudor, as plaintiff in the interpleader suit is not afforded special status when she seeks to dismiss former counsels' claims brought through third-party practice. As the Western District has previously recognized:

> At the dismissal stage, the Court will accept all of Third–Party Plaintiffs' well-pleaded factual allegations as true and view them in the light most favorable to Third–Party Plaintiffs. *Alvarado v.. KOB–TV, L.L.C.,* 493 F.3d 1210, 1215 (10th Cir.2007). However, "conclusory allegations that lack 'supporting factual averments are insufficient to state ... claim[s] on which relief can be based.' " *In re Marsden,* 99 F. App'x 862, 866 (10th Cir.2004) (quoting *Hall v. Bellmon,* 935 F.2d 1106, 1110 (10th Cir.1991)).

Maryland Cas. Co. v. Allen Cmty. Pharmacy, No. CIV-14-839-C, 2015 WL 4067862, at *2 (W.D. Okla. July 2, 2015) (Cauthron, J.).

Moreover, Dr. Tudor confuses the responsibility of the Western District in vetting former counsels' claims under plausibility assessment as articulated by the Supreme Court in *Bell Atl. Corp. v. Twombly*, 550 U.S. 544 (2007) and *Ashcroft v. Iqbal*, 556 U.S. 662 (2009). *Twombly* teaches that a complaint must contain enough allegations of fact which, taken as true, "state a claim to relief that is plausible on its face." 550 U.S. 544, 570 (2007). *Iqbal* further clarifies that,

> A claim has facial plausibility when the [complainant] pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged. The plausibility standard is not akin to a 'probability requirement,' but it asks for more than a sheer possibility that a defendant has acted unlawfully.

Iqbal, 566 U.S. at 678 (cleaned up).

Under Oklahoma law, and under anyone of at least three alternative theories of recovery—a statutory attorney lien pursuant to 5 Okla. Stat. §6, a contractual right that is enforceable, or recovery under the doctrine of quantum meruit—a former client is held personally responsible for paying attorneys' bills in the event she does not cooperate with former counsels' recoupment of the same from the opposing party. *Mehdipour v. Holland*, 2007 OK 69 ¶ 22, 177 P.3d 544, 549 (2007) (attorneys' lien); *Lashley v. Moore*, 1925 OK 397, 240 P. 704 (1925) (contract); *Self & Assoc., Inc. v. Jackson*, 2011 OK CIV APP 126, 269 P.3d 30 (App. Div. 4 2011) (Goodman, J.) (quantum meruit).

Lastly, this Court has the inherent power to look behind procedural machinations to preserve the integrity of these proceedings. It is fundamental that federal courts have inherent power to "prevent abuse, oppression, and injustice . . . as extensive and efficient as may be required by the necessity of their exercise and [it] may be invoked by strangers to the litigation" or sua sponte. *Gumble v. Pitkin*, 124 U.S. 131, 146 (1888).

ARGUMENT

I. THIS COURT DOES NOT YET HAVE JURISDICTION OVER TUDOR'S INTERPLEADER CASE, OBVIATING HER CHALLENGES TO FORMER COUNSELS' CLAIMS.

Dr. Tudor's motion seeks to dismiss all Former Counsels' claims on the pretense that her interpleader suit as a matter of law forecloses our third party claims. Not only is Dr. Tudor's theory of dismissal conspicuously unsupported by precedent, but it fails on its own terms because her interpleader suit is not yet within the jurisdiction of the Western District and she otherwise has failed to take necessary steps to prosecute the interpleader case.

At the threshold, Dr. Tudor points to no legal authority supporting the notion that she may unilaterally dictate and cap total fees and costs due Former Counsel via interpleader. Former Counsel have meticulously researched this issue for several months and found no such authority. We humbly draw the Court's attention to the fact that Tudor points to not a single

binding, let alone persuasive, authority supporting her position. This alone is enough to reject Dr. Tudor's motion to dismiss forthwith since she failed to carry her burden as movant to establish the legal grounds supporting dismissal.

Even if interpleader is the proper vehicle for allocating attorneys' fees and even if Dr. Tudor offers up the appropriate amount of money to be allocated Former Counsel and others in that action, she still cannot secure dismissal of Former Counsel claims at this time. This is so because Dr. Tudor has failed to secure jurisdiction in the interpleader case. Tudor's interpleader case is pled under statutory interpleader pursuant to 28 USC § 1335. ECF No. 1 at 3 ¶ 10. Section 1335(a)(1) unequivocally states that it is an absolute requirement that "the plaintiff has deposited such money [] or the amount due under such obligation into the registry of the court, there to abide the judgement of the court, or has given bond payable to the clerk of the court" to establish jurisdiction.

Despite the statutory requirement that Tudor post the money at issue in her interpleader suit, she has yet to deposit *any funds* with the Western District. Under binding precedent, this Court does not yet have jurisdiction over Tudor's interpleader case. *Gannon v. Am. Airlines, Inc.*, 251 F.2d 476, 481 (10th Cir. 1957) ("It is clear that under the plain terms of the statute the making of the deposit or the giving of the bond is a condition precedent to the

acquisition of jurisdiction in an action in the nature of interpleader; and that when rival claims for a sum of money only are involved, payment of the entire sum into the registry of the court of the giving of a bond meeting the requirements of the statute is a condition precedent to the jurisdiction of the court."); *Gov't Emp. Ins. Co. v. Lane*, 441 F.Supp. 501, 502–03 (W.D. Okla. 1977) ("When rival claims for a sum of money are involved, payment of the entire sum into the registry of the court or the giving of a bond meeting the requirements of the statute is a condition precedent to the jurisdiction of the court.").

There is also good reason for the Western District to decide at this juncture that Dr. Tudor can never obtain jurisdiction over her interpleader case. After she filed the instant case, Tudor spent down tens of thousands of dollars from the purported "fund" she commits in her interpleader complaint. Quite recently, Tudor admitted that she now desires to deposit an amount *less* than the amount she claims in her interpleader complaint at some point in the future.[2] *Compare* Interpleader Complaint, ECF No. 1 at 3 (claiming total interpleader "fund" as being $574,425 "for attorneys' fees") *with* Tudor's

[2] We leave for another day the somewhat obvious problem with Tudor's claimed entitlement to spend down that fund: Tudor argues she has spent down tens of thousands of dollars to purportedly cover "costs" due under the Weiss Retainer and Young Retainer. Here's the problem—under the bare terms of those retainers, Tudor owes costs in full to both Firms that are not to be deducted from the amount owed as attorneys' fees.

Application to Deposit Funds, ECF No. 24 at 3 (indicating the proposed sum to be deposited as totaling $563,823.10 because Tudor unilaterally deducted merits litigation costs from the "fund").

In that same filing, Dr. Tudor proffers that since docketing her interpleader case in May 2022, she spent down tens of thousands of dollars she claimed in her complaint (ECF No. 1) were necessarily part of a "fund" she unilaterally created from which she demands Former Counsel and others duke it out to recover a fraction of the monies Tudor (and/or Southeastern, RUSO, and Weiss) owe Former Counsel and others. The manner of self-help Dr. Tudor admits she has already engaged in—dipping into the sum at issue in her own interpleader suit—is not permissible in interpleader.

II. THERE IS NO PLAUSIBILITY DEFECT IN FORMER COUNSELS' FACTUAL PROFFERS.

Tudor's motion also attacks Former Counsels' claim on the pretense that the facts we proffered do not meet the basic plausibility pleading requirement of Fed. R. Civ. P. 12(b)(6) as articulated by the Supreme Court in *Twombly* and *Iqbal*. Yet again, Tudor brings nothing of note to bear backing up her challenge. As explained *infra*, Former Counsels' pleadings are plausible. Dr. Tudor's disagreement with our factual proffers on this posture is a factual matter to be determined on the merits, not grounds for 12(b)(6) dismissal.

One way to read Dr. Tudor's challenge is that she believes as plaintiff in the interpleader suit that her proffers there should be treated as trumping Former Counsels' conflicting proffers in the third party claims. Respectfully, that argument is absolutely without merit. As to the third-party claims, Tudor is not the complainant, so she is not entitled to the presumption that her factual proffers are taken as true in her third-party defendant status seeking to dismiss Former Counsels' claims under 12(b)(6).

Moreover, Tudor fundamentally misapprehends the plausibility requirement. Plausibility pleading is a basic requirement that the complainant proffer sufficient facts that, if taken to be true, make out the basic showing of the basic elements of the causes of action brought. At most, Tudor disagrees with Former Counsels' factual proffers, but that disagreement cannot be the basis for 12(b)(6) dismissal. Mere disagreements of facts between third party plaintiffs and defendants do not deem the formers' factual proffers implausible as a matter of law. *See generally Twombly*, 550 U.S 544 (2007); *Iqbal*, 556 U.S. 662 (2009).

To the extent Tudor insists that Former Counsels' claims fail because not all facts potentially supporting our causes of action are identified in our third party complaint that argument is also infirm. There is no requirement that the complainant bring all possible facts that might exist in support of their claims to survive motion to dismiss. As the 10th Circuit long ago held, "[t]he

court's function on a Rule 12(b)(6) motion is not to weigh potential evidence that the parties might present at trial, but to assess whether the plaintiff's complaint alone is legally sufficient to state a claim for which relief may be granted." *Miller v. Glanz*, 948 F.2d 1562, 1565 (10th Cir. 1991).

III. THE OTHER LEGAL CHALLENGES ARE FATALLY FLAWED.

A. This Court should reject Tudor's challenges to Former Counsels' cause of action for enforcement of attorneys' liens (Cause I).

As to the attorneys' liens cause, Tudor fails to point to any defect in the cause of action as actually pled. All of the elements of these causes action as a matter of Oklahoma law are articulated in Former Counsels' complaint. And the factual proffers, taken as true as is required at this stage, support the plausibility of Former Counsels' claims.

Dr. Tudor's challenge proceeds on a legally unmoored and her dubious urging that Former Counsel never obtained attorneys' liens that attached to the merits case. That position strains credulity.

Former Counsel agree that section 5 OK Stat. §5-6 (A) is the Oklahoma law that governs the existence of our liens over the merits case. Pursuant to that statute, attorneys' liens attach in one of two ways.

First, a lien attaches where an attorney represents a client in a litigation in which a pleading or answer was filed on the client's behalf. *Id.* That happened in the merits case. It is undisputed that Young and Stewart signed

the lion's share of the filings in the merits case on Tudor's behalf including her complaint in intervention and other pleadings, motions, petitions, and myriad other filings. Former Counsel did so repeatedly, and Tudor plainly intended during those representations that Former Counsel be deemed entitled to liens over her case, as irrefutably evidenced by the terms of the Young Firm Retainer.

Second, attorneys' liens attach to proceeds of any settlement reached by the client in that case. 5 OK Stat. § 5–6(A). That same statute goes on to state that "no settlement between the parties without the approval of the attorney shall affect or destroy such lien" where defendants or proposed defendants are noticed on the docket of the existence of the lien. Because Former Counsel proffered facts in support of our claims articulating that we had liens, they attached to the merits case, and Tudor nonetheless settled around our liens our claim cannot be dismissed as a matter of law at this stage. Again, Former Counsels' factual proffers must be treated as true in a 12(b)(6) posture. Taken as true, we've sufficiently pled our claim for enforcement of our statutory liens.

We recognize that Dr. Tudor urges this Court to make findings of fact in her favor on her motion to dismiss on the pretense that she (not Former Counsel) is telling the truth. However, that is a merits determination that is premature at this stage and not the correct focus of 12(b)(6) scrutiny.

Moreover, Tudor runs into another insurmountable problem on the merits—she admits she had actual notice of our notice of lien via Southeastern and RUSO. The merits docket also reflects actual notice of liens to Tudor and the world at the time of our withdrawal. We also note that Former Counsel and Galindo together noticed the world of our liens vis-à-vis our preservation of *our* right to seek attorneys' fees and costs in filings we signed pursuant to the Young Retainer made at the 10th Circuit Court of Appeals, entitling us to recoupment of fees and costs by the same in the Western District merits case. Suffice to say, at this juncture, there is no legitimate reason for Tudor to question the existence of Former Counsels' attorneys' liens.

B. The Court should similarly reject Tudor's challenge to Former Counsels' cause for enforcement of the Young Firm Retainer (Cause II).

There is no merit to Tudor's contention that Former Counsel cannot seek enforcement of the Young Firm Retainer. To start, Tudor asserts in her Motion that she does not challenge the bindingness of the Young Firm Retainer. That stipulation forecloses her present or future challenge to the bindingness of the Young Firm Retainer as a matter of law. *Lyles v. American Hoist & Derrick Co.*, 614 F.2d 691, 694 (10th Cir. 1980) (stipulation reduced to writing in the proceeding is a judicial admission binding on the party making it).

A related but equally dubious argument lodged by Tudor is that if this Court does enforce the Young Firm Retainer, that the Court must enforce it in

a bizarre way that wildly rewrites the terms to deprive Former Counsel of the protections and benefits of the same. The Court should reject Tudor's invitation forthwith.

Dr. Tudor is incorrect in insisting that Oklahoma law somehow requires the judicial rewriting of the Young Firm Retainer for several reasons, including but not limited to the following reasons:

Tudor is not, as she claims, asking this Court to enforce the Young Firm Retainer. Tudor is in actuality asking this Court to excuse her repeated breaches of the Young Firm Retainer. Tudor has repeatedly refused to abide by the Young Firm Retainers' terms in the merits case and in her interpleader case. To wit, if Tudor had cooperated with Former Counsels' adjudication of their fees and costs petitions in the merits case, as the Young Firm Retainer requires, our bills would have been resolved in that matter.

Dr. Tudor cannot do what both contract and the Oklahoma lien law forbids her doing, let alone use her own willful violation of Oklahoma law as the basis for dismissing claims seeking enforcement of Former Counsels' lien rights. After flagrantly breaching the Young Firm Retainer, Tudor went on to literally settled around Former Counsels' liens in violation of Oklahoma law as articulated in 5 OK Stat. § 5–6(A). Tudor knew about Former Counsels' liens as well as claimed liens by TLDEF that were drafted and dispatched by former TLDEF employee Weiss in 2017 because those liens were later docketed by

TLDEF in 2018 on the merits docket. That Weiss turned around in 2022 and brokered and signed the "settlement" between Tudor, Southeastern, and RUSO in which Tudor represents no liens are attached to the merits case evidences both Tudor (and Weiss') duplicity as well as that Tudor knew full well that she was settling around not just Former Counsels' liens but other liens that Weiss herself represented to the Western District, Former Counsel, and TLDEF as legitimately attached five years prior.

In a similarly frivolous vein, Tudor insists that this Court manufacture a "fixed fee" in the Young Firm Retainer that does not exist, dictates that term is to be 1/3 of the total of any settlement brokered by Tudor without regard to Former Counsels' liens, and that from that 1/3 Former Counsel—who she admits she promised a 1/3 take before also separately paying costs—and all other attorneys also with unpaid legal bills split that "fund" to satisfy our collective bills. This Court should reject Tudor's invitation to brazenly deprive Former Counsel and others with valid liens of just and equitable compensation.

Tudor's invocation of Oklahoma statutory lien law gets her nowhere. Section 5-9's "fixed fee" rule is not governing here. There is no "fixed fee" for services established by the Young Firm Retainer. One provision requires Tudor's cooperation in filing for attorneys' fees and costs due in the merits case (which she refused to do). Another establishes that in any settlement of the merits case, the Young Firm is due 1/3 the proceeds as attorneys' fees (costs to

be deducted from Tudor's take). A plain reading of the statute, common sense, not to mention Oklahoma caselaw, all unequivocally teach that a "fixed fee" is not a "contingency fee."

Similarly, Tudor points to no legal authority—indeed, there is none—standing for the proposition that a contingency fee term in one retainer of several entered into by a client in the same matter obliges Former Counsel to divide up their "contingency" with others claiming entitlement under separate retainers. That is to say, even if Tudor licitly settled the merits case, there is no legal basis on which to assert that Weiss, TLDEF, and any others not covered by the Young Firm Retainer have any right let alone entitlement to monies due the Young Firm. That is such a ludicrous position that even Weiss—the attorney who signed the settlement agreement Tudor brokered in the merits case—asserts in the instant case that no other attorneys and/or nonprofit organizations are entitled to fees and costs but Weiss for reasons that do not merit further discussion at this juncture. *See generally* Weiss Ans. To Interpleader Compl., ECF No. 12.

To put a fine point on it, Tudor was obliged by the Young Firm Retainer and Oklahoma law to not settle around Former Counsel. She did so anyways. Now Tudor demands that this Court ignore her trespasses and ostensibly rewrite the Young Firm Retainer so that Tudor's misdeeds are rewarded by way of depriving Former Counsel and others of what she owes them. Beyond

being a distasteful way to treat persons who went out of their way to help and support Tudor's historic bid for justice, it's an argument that is totally and indisputably without legal support let alone merit.

C. Tudor's challenge to Former Counsels' quantum meruit cause (Cause III) is also fatally flawed.

The Court cannot dismiss the quantum meruit cause on the pretense that Dr. Tudor has confessed her liability for Former Counsels' legal bills because she did no such thing. *Contra* Tudor Mot. at 17. To state the obvious, if Tudor had paid her bills in full, neither the interpleader nor Former Counsels' third-party suit would have been filed let alone litigated.

Additionally, the undersigned attest that Dr. Tudor has yet to make any offer to pay any amount in attorneys' fees under the Young Firm Retainer let alone an offer of full payment. It strains credulity to find otherwise at this juncture given Tudor's outright refusal to cooperate in our petitions for attorneys' fees and costs in the merits case let alone her abject refusal to settle her case for enough money to cover the significant legal bills she ran up through multiple firms and organizations during the last nine years of litigation. *See Self & Assoc., Inc. v. Jackson*, 2011 OK CIV APP 126, 269 P.3d 30 (App. Div. 4 2011) (Goodman, J.).

Dr. Tudor's assertions of law suggesting that Former Counsel are due no more than a fraction of the "settlement" recovery under the peculiar

circumstances of her merits case are also fatally infirm. Tudor fails to cite to any governing law or precedent that empowers this Court to deem a quantum meruit claim infirm at the motion to dismiss stage on these facts. Tellingly, fails to point to any Oklahoma case on point in support despite her insistence that she is entitled to dismissal of this state law claim.

The only authorities Dr. Tudor points to in support of her bizarre theory to dismiss our quantum meruit cause of action are wildly inapt means to establish what is Oklahoma law on this state law claim. *Cf. West. v. Am. Tel. & Tel. Co.*, 311 U.S. 223, 236 (1940) (obliging federal courts hearing state law claims to follow the law of the state as determined by statute, the highest court of the state, and if the highest court of the state is silent, intermediate appellate state court opinions that rest on considered judgment upon the rule of law which it announces"). Tudor cites only to a twenty-three year old treatise[3] that proposes model rules not adopted by Oklahoma and a bizarre selection of decades stale caselaw from Ohio, Florida, Missouri, and California in support. Tudor Mot. at 18–19. Suffice to say, Tudor fails to explain how those cited authorities, all of which speak to very different contexts than this one, support her position in the abstract let alone conclusively establish—as is her

[3] The treatise referenced by Dr. Tudor is RESTATEMENT (THIRD) OF THE LAW GOVERNING LAWYERS (2000), *reprinted at* https://www.law.uh.edu/faculty/adjunct/dstevenson/2019/Restatement%203rd%20Law%20of%20Lawyers.pdf (last visited Mar. 1, 2023).

burden on this posture—that Former Counsels' quantum meruit claim fails as a matter of Oklahoma law.

Lastly, we decline to substantively engage with Tudor's most recent allegations of misconduct purportedly engaged in by Former Counsel. To wit, we respect the Western District's capacity to glean that Former Counsel have not now, nor ever, sought to unilaterally alter the terms of the Young Firm Retainer. *Contra* Tudor Mot. at 13–15.

Former Counsel have only ever sought appropriate compensation for the thousands of hours billed and tens of thousands of dollars we expended without which Dr. Tudor could not and would not have prevailed on the merits in the Western District let alone at the Tenth Circuit.

Even under the most difficult of circumstances, Former Counsel stayed true to our word and upheld our end of the Young Firm Retainer (as did Galindo, who worked under the same). It is now at last Dr. Tudor's turn to uphold her end of the bargain. One way or another, Tudor is obliged to facilitate final and appropriate compensation to Former Counsel. We fought tooth and nail so that Dr. Tudor could tell her truth, we made considerable personal and professional sacrifices to prove Dr. Tudor's case before a jury of her peers, and we did everything in our power to ensure the Western District and the Tenth Circuit reinstate Dr. Tudor with tenure at Southeastern as well as set her up

to be appropriately compensated with money damages in line with governing law.

Dr. Tudor is the steward of her merits case, but she does not have the power to deprive Former Counsel of what we are due *after* we succeeded simply because Tudor would rather not pay us the true value of our services and costs incurred. Pathbreaking, arduous, and at times perilous civil rights impact litigation is literally a high risk, high reward situation. Former Counsel put everything on the line to secure the precise outcome Tudor demanded and which we ultimately delivered.

If equities are to be weighed at all at this juncture, it would be unjust and otherwise wildly unfair to discount our bills to a pittance of the actual value of our labor and costs incurred simply because Dr. Tudor does not wish to pay her legal bills in full. Dr. Tudor won her merits case in stupendous fashion at every single stage of litigation without exception. We signed the very filings the Tenth Circuit and the Western District credits for each and every victory. It was Former Counsel (and Galindo) who put in the work and took on all of the risk of bringing Dr. Tudor's case to trial at a time when literally no one else would prosecute her case on the merits. As yet, Dr. Tudor has yet to express basic gratitude for our labors. While upsetting and hurtful, Dr. Tudor is free to treat or mistreat us socially. What Tudor absolutely cannot do, and what the Western District of all courts should not countenance, is Tudor's

scheme to deprive Former Counsel of the fees and costs we earned. Those monies are not Tudor's to waive or withhold let alone personally pocket.

CONCLUSION

For all of the foregoing reasons we ask that the Court deny Dr. Tudor's motion to dismiss outright. Or, in the alternative, either pause or terminate these proceedings and reopen the merits case for final adjudication of attorneys' fees and costs owed in that matter.

Dated: March 1, 2023

Respectfully Submitted,

/s/ Ezra Young
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CERTIFICATE OF SERVICE

I hereby certify that on March 1, 2023, I electronically filed a copy of the foregoing with the Clerk of Court by using the CM/ECF system, which will automatically serve all counsel of record.

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)