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.

FIRST AMENDED JOINT ANSWER AND COMPLAINT OF EZRA YOUNG AND BRITTANY STEWART

Defendants Mr. Ezra Young and Ms. Brittany Stewart hereby respond to the complaint of plaintiff Dr. Rachel Tudor as follows:

1. Admitted.
2. Admitted insofar as Ms. Galindo served as counsel for Plaintiff Tudor in *United States and Tudor v Southeastern Oklahoma State University and Regional University System of Oklahoma,* 5:15-cv-324-C (filed Mar. 30, 2015) [hereinafter "merits case" or "original action"].
3. Admitted insofar as Brittany Stewart (neé Novotny) is a resident of St. Michael, Minnesota. Ms. Stewart also served as counsel for Tudor in the merits case.
4. Admitted insofar as Jillian Weiss served as counsel in the merits case. Additionally, Defendants are aware that Weiss waived entitlement to fees and costs for all work performed from 2014 through 2017 as memorialized in a notice of lien served upon Southeastern and RUSO in the merits case.
5. Admitted.

6. Denied insofar as the Transgender Legal Defense and Education Fund is not a law firm and as such cannot petition for fees for work performed by lawyers employed by it as a matter of New York law.
7. Admitted that the Law Office of Ezra Young was retained by Tudor as memorialized by a May 18, 2017.
    a. The Young Firm's retainer covers only work performed by Young and cooperating attorneys Stewart and Galindo and costs incurred by the same.
    b. Paragraph 12 of the retainer states that Dr. Tudor is responsible for all litigation expenses apart from attorneys' fees owed.
8. Denied insofar as Defendants Young and Stewart do not have conflicting claims—they have a lien against the merits case for the full value of their attorneys' services and costs as noticed on the merits case's docket repeatedly since early 2020. Moreover, Plaintiff Tudor has made no good faith efforts to date to resolve her outstanding costs let alone attorneys' fees with Defendants to date.
9. Denied insofar as Dr. Tudor has taken repeated steps to bar Defendants from directly petitioning for fees and costs in the merits matter as they are entitled to under the Young Retainer and repeatedly blocked attempts by Defendants to directly participate in settlement conferences in the merits case so as to ensure that Defendants' legitimate

entitlement to compensation for attorney work and costs were adequately compensated. Upon information and belief, Plaintiff Tudor intentionally obstructed Defendants Young and Stewarts contractual right to participate in the merits action to resolve their fees and costs liens. Any fees and costs incurred by Dr. Tudor in the instant action were incurred as a consequence of her refusal to abide by the terms of the Young Retainer.

10. Denied that jurisdiction of this interpleader action is appropriate insofar as Dr. Tudor has failed to comply with 28 USC § 1335(a)(1)'s requirement that she pay the full amount of money due into the registry of the court, as she admitted in her Complaint (ECF No. 1 at 3 ¶ 2). Based on the petitions filed in the merits case as of July 12, 2022, Defendants Weiss, TLDEF, Galindo, Stewart, Young, and a law firm not named as a Defendant in the instant action docketed petitions seeking fees and costs totaling more than $2,100,000.

DEFENSES

A. ***Missing stake or bond.*** Dr. Tudor has failed to deposit a stake or bond, as is required in a Fed. R. Civ. Pro. Rule 22 interpleader suit. Because a proper deposit or bond is a jurisdictional prerequisite to bringing an interpleader suit, this action should be dismissed. 28 U.S.C. § 1335(a)(2).

B. ***Tudor is blameworthy for the instant controversy.*** Dr. Tudor's refusal to negotiate a settlement in good faith with respect to her total outstanding attorneys' bills and costs, yet purporting to settle out the merits, renders her blameworthy of the controversy underlying this interpleader action. Because Dr. Tudor is implicated in wrongdoing with respect to this suit's subject matter, she cannot have relief by interpleader.

C. ***Breach of contract.*** Dr. Tudor has repeatedly breached her contract with the Young Firm. Among other examples: (a) Tudor refused to include Young and other cooperating attorneys in settlement conferences with the merits case Defendants; (b) Tudor interfered with Young and Stewart's contractual right to participate in fees and costs motion practice at the 10th Circuit and in the Western District of Oklahoma; (c) Tudor still refuses to pay outstanding bills for costs as required by her Young Firm retainer.

D. ***Unjust enrichment.*** Dr. Tudor purports to have settled the merits case for less than her outstanding attorneys' bills and purports to have pocketed two-thirds of the total settlement for herself. If true, Dr. Tudor is seeking to recover more in the merits settlement than she is entitled to under the Young Firm retainer.

E. ***Fraud, Deceit, or Misrepresentation.*** Dr. Tudor purports to have brokered a settlement in the merits case on the pretense that she had

the power to "settle" attorneys bills without the consent of those attorneys.

F. ***Unclean hands.*** Dr. Tudor has committed wrongdoing insofar as she refused to include let alone justly compensate prior counsel in negotiations in the merits case. The instant interpleader case is an attempt by Dr. Tudor to benefit from her own wrongdoing by way of trying to pay only a fraction of attorneys bills due to prior counsel and otherwise seek payment of her own attorneys' fees in this case.

COUNTER AND THIRD-PARTY COMPLAINT

11. Young and Stewart served as counsel for Dr. Tudor for the better part of six years in the instant case and its ancillaries.

12. As a direct consequence of the thousands of hours of attorney time expended and tens of thousands of dollars of costs fronted, Dr. Tudor prevailed in the merits part of her case and secured the equitable remedy of reinstatement with tenure as a professor at Southeastern.

13. Young and Stewart bring claims in a cross-suit against Dr. Tudor and impleading Defendants from the merits case Southeastern Oklahoma State University ("Southeastern") and the Regional

University System of Oklahoma ("RUSO"), to protect their attorneys' liens and other interests which attached to the merits case.

PARTIES

14. Counterclaim and Third-Party Plaintiff Ezra Young is an attorney who served as Dr. Tudor's lead counsel in this action and its ancillaries for six years, the last three of which he prosecuted through his private law firm the Law Office of Ezra Young. Dr. Tudor entered into a retainer with the Young Firm on May 18, 2017. He is currently a professor at Cornell Law School.

15. Counterclaim and Third-Party Plaintiff Brittany Stewart is an attorney who served as Dr. Tudor's counsel in this action and its ancillaries for six years, the last three of which she prosecuted as cooperating counsel under the Young Retainer.

16. Counterclaim Defendant Dr. Rachel Tudor is a federal litigant who successfully established at trial and upheld on appeal that Southeastern and RUSO violated her civil rights. She is currently a professor at Southeastern.

17. Counterclaim Defendant Jillian Weiss is an attorney who, appeared as Dr. Tudor's counsel in the merits case in the earliest stages, was terminated for cause by Tudor in 2017, and was then retained again

sometime after Tudor's representation was terminated by Young and Stewart.

18. Third-Party Defendant Southeastern is a member of the Oklahoma state system of higher education and is part of Third-Party Defendant RUSO. RUSO's Board of Regents is the governing board for several Oklahoma state universities, including Southeastern.

JURISDICTION AND VENUE

19. This Court has ancillary jurisdiction to hear this fees dispute between Young, Stewart, and the parties to the original action pursuant to 28 U.S.C. § 1367.

20. Venue is proper in the Western District of Oklahoma.

21. This Court is authorized to award the requested relief.

22. All conditions precedent to filing of this suit have been performed or have occurred.

FACTUAL ALLEGATIONS

Young and Stewarts' Representation of Tudor

23. Between 2014 and 2020, Young and Stewart served as counsel for Dr. Tudor in this case and its related actions in the Northern District of Texas, Eastern District of Oklahoma, U.S. Court of Appeals for the Fifth Circuit, and U.S. Court of Appeals for the Tenth Circuit.

24. Between August 2018 and May 2019, Young, Stewart, and Galindo expended considerable attorney time and costs putting together the motions, merits briefs, amicus briefs in support, and other necessary motion practice and client support which incontrovertibly not only shored up Dr. Tudor's jury victory, but also secured an exceptionally rare and Tudor's most desired remedy—reinstatement to a tenured position at Southeastern so ordered by the Court.

25. Dr. Tudor consumed thousands of hours of Young and Stewart's attorney time and induced them to take on tens of thousands of dollars in costs which were fronted her in what was an ultimately successful and historic bid to remedy sex discrimination and retaliation she endured at Southeastern.

26. Though several lawyers have represented Dr. Tudor over the years, the dockets of all of the ancillary as well as the merits case reflect that the lion's share of fees and costs due are attributable to work performed by and expenses carried by Young and Stewart.

27. Of the 3,780.90 hours billed in docketed petitions in the merits case, 3015.2 hours (or 79.74% of all hours billed) are attributed to work performed by Young and Stewart. And of the $37,755.95 dollars in costs awarded by the Clerk of Court (merits case, ECF No. 339) in the merits

case or left unresolved to date, $24,300.43 (or 64.4%) are costs owed to the Law Office of Ezra Young.

28. At every stage of the merits and ancillary litigation, Young and Stewart diligently and timely sought compensation for hours worked and costs incurred. Combined, their petitions for fees and costs are hundreds of pages in length and took dozens of hours to prepare to this Court's exacting standards.

29. After prevailing in a merits jury trial, Young and Stewart timely filed petitions with this Court in 2018 seeking recoupment of attorney fees (merits case, ECF No. 303) as well as costs (merits case, ECF No. 299) against Defendants incurred at the trial court level. Later that same year the Clerk of Court taxed costs against Defendants in the amount of $11,117.94 (merits case, ECF No. 339), monies petitioned for in Dr. Tudor's name and with her permission that were owed to the Law Office of Ezra Young.

30. In early August 2019, Young and Stewart notified Dr. Tudor that they wished to terminate their representation. For the remainder of 2019, Young and Stewart continued to stay on as counsel while Dr. Tudor searched for new representation. During that period, Young and Stewart continued to diligently prosecute Dr. Tudor's case at the Tenth Circuit and privately urged Dr. Tudor to retain new counsel.

Young Firm and its Retainer

31. In mid May 2017, Weiss flew into a rage and terminated Young as director of impact litigation at TLDEF at a time when Young was the sole practicing lawyer at TLDEF and on the eve of new junior lawyers and interns arriving to assist in Young's litigation of more than twenty merits cases around the nation in which he was designated as lead and only TLDEF counsel.

32. Within hours of Weiss terminating Young, and upon the advice of his ethics counsel, Young formed his own law firm and reached out to a handful of clients with urgent litigation deadlines or whose cases he believed would be precarious without continuity of representation.

33. Under the advice of ethics counsel, Young reached out to Tudor to offer her the opportunity to stay with him as her lead counsel by taking her case to the newly established Young Firm.

34. Tudor made a conscious choice to leave TLDEF and otherwise terminate Weiss for cause. Among other things, Tudor deliberated her decision after conferring for hours with Young, Weiss, and TLDEF's outside ethics counsel.

35. Pursuant to the Young Retainer, Dr. Tudor obliged herself to reimburse the Young Firm for all costs fronted in her litigation and otherwise facilitate the Young Firm and its cooperating attorneys' efforts

to recoup attorneys' fees and costs through motion practice and/or in any settlements ultimately brokered between herself and Southeastern and RUSO.

Young and Stewarts' Considerable Investments and Sacrifices to Achieve Success for Tudor in the Merits Case

36. Young funded the Young Firm with money he and his wife had saved for down payment on a first home (approximately $75,000). Nearly the entirety of that seed money was quickly consumed by funding Dr. Tudor's litigation of the merits case through early 2018.

37. While the Young Firm has to date cleared a respectable sum in attorneys' fees and costs in other cases, the vast majority of the profits were reinvested in litigating Dr. Tudor's merits case.

38. While the Young Firm has billed for thousands of hours of attorney time since 2017, to date the vast majority of those hours were expended on litigating Dr. Tudor's merits case in the Western District as well as the 10th Circuit.

39. During the Young Firm's handling of Dr. Tudor's case, Young comped tens of thousands of dollars in litigation related expenses demanded or requested by Dr. Tudor in the course of the representation. This included Dr. Tudor's outstanding demand to see Young and other counsel in person regularly in Texas, Oklahoma, and New York. This

also included expenses deemed necessary by the Firm (but not properly billable on motion for fees and costs) to the successful litigation of Dr. Tudor's merits case including but not limited to: Tudor's wardrobes for the merits trial and 10th Circuit appeal, Tudor's lodging and meals when she accompanied Young on case trips (e.g., depositions in her case) as well as Dr. Tudor's multiple requests (all of which were granted) to simply fly to see Young (or vice versa) so that Tudor could speak to "another human being in person." (Young attributed these genuine requests as Tudor expressing a legitimate need to have in person support from her counsel to handle the increasing stress of her merits case.)

40. On numerous occasions between 2017 and through the ostensibly end of the attorney-client relationship with Dr. Tudor in 2019, Young was offered and declined well (some highly) compensated jobs for the sole reason that he would be conflicted out of finishing Dr. Tudor's merits case.

41. Despite having planned to become a law professor when he started at Columbia Law in Fall 2009, Young repeatedly delayed his entry onto the law professor job market in 2017, 2018, and 2019 because that time-intensive application cycle which lasts for upwards of 8-months per year would have made it impossible for Young to invest the time and

resources needed to prosecute Tudor's case at the same level of excellence he had provided up to those points.

42. On several occasions Dr. Tudor—who is herself deeply invested in academic life and intimately understands the value of a tenure-track professorship—expressed sincere gratitude to Young for delaying (and by delaying, risking he'd age out of contention) for law professorships solely because he had pledged to Tudor that he would stay the course and finish her case.

43. While the Young Firm has had many clients, the client it is most intimately tied to and which it is most financially dependent on given its significant and outsized investments in is Dr. Tudor.

44. As detailed at length in filings in the merits case supporting their petitions for fees and costs, Young and Stewart both made repeated and significant personal, financial, and career sacrifices to litigate Dr. Tudor's.

45. In early 2020, Young and Stewart withdrew as counsel for Dr. Tudor citing an irrevocable breakdown of their attorney-client relationships. Their withdrawal was coordinated with Dr. Tudor's retention of new counsel so as to ensure that Dr. Tudor would not be left without counsel in her merits case.

46. At the time of Young and Stewart's withdrawal, they noticed all parties and entities that had appeared in this case, in addition to Dr. Tudor (via Colclazier and Weiss) of their attorneys' lien directly via email and made filings on this Court's docket effectuating the same.

Young and Stewart End Representation of Tudor

47. Young and Stewart had healthy and strong relationships with Dr. Tudor through their representations starting in 2014 up through May 2019.

48. In May 2019, Galindo terminated her representation of Dr. Tudor for reasons that Tudor advised Young at the time were provided privately and at length to Tudor via phone by Galindo.

49. In the hours, days, and weeks thereafter Dr. Tudor concocted increasingly odd theories to purportedly explain why it was solely the fault of Young (at times blame shifted to only Stewart, at times it was both their faults equally) for Galindo terminating her representation of Tudor.

50. During that same time period, Dr. Tudor became increasingly and uncharacteristically short-tempered with Young and Stewart. Between May and August 2019, Dr. Tudor picked fights with, screamed, falsely accused, and repeatedly threatened harm to Young and Stewarts'

reputations and careers as well as threatened to harm herself if counsel did not bow to her ever-evolving demands to more aggressively prosecute her by then month's long abated 10th Circuit appeal despite the fact that considerable efforts had been made to lift the stay without success.

51. For much of the Summer of 2019, Dr. Tudor appeared to Young and Stewart to be struggling deeply with her case being abated until the Supreme Court decided whether Title VII's prohibition of sex discrimination protected transgender people (the lynch-pin issue in her merits case and on appeal). (It did precisely that in *Bostock v. Clayton Cnty.*, 140 S.Ct. 1731, issued on June 15, 2020).

52. During the Summer of 2019, Young and Stewart expended considerable time—the vast majority of which they declined to bill—giving Dr. Tudor legal counsel and ever increasingly attempting to direct her to seek much needed healthcare given obvious and very serious problems she had raised to both in confidence as she saw Young and Stewart as both her "friends and lawyers."

53. During the Summer of 2019, Tudor also openly and repeatedly complained to Young about Weiss (who Tudor had terminated for cause in May 2017). On at least a dozen occasions Tudor accused Weiss of having a personal hand in sabotaging Tudor's merits case. Without passing judgment on the merits of those allegations, Young recalls that

some of Tudor's complaints pointed to case events that never happened (and thus Weiss could not have done what Tudor alleged) or which were bizarre and otherwise wildly implausible.

54. During the Summer of 2019, Young (who then lived in Brooklyn, New York) flew out to see Tudor (who then and still does live in Plano, Texas). The primary purpose of that trip was for Young to see Tudor in person, try to soothe her, give her critical legal advice and explain options she had in her case including the opportunity to retaining additional or even alternative counsel. Dr. Tudor repeatedly and without reservation refused to retain new counsel that could be retained (most of Dr. Tudor's picks were either conflicted out, had declined representation, or indicated upon inquiry by Young that they were not interested in directly representing Dr. Tudor).

55. In June 2019, in a last-ditch effort to soothe Dr. Tudor, Young flew out to Texas, picked up Dr. Tudor from her apartment in Plano, Texas, and drove her with him to Oklahoma City to attend the world-renowned Sovereignty Symposium, celebrating and exploring the rich and quickly evolving indigenous jurisprudence in the United States. All expenses, including the rental car, a private hotel suite for Dr. Tudor, meals and drinks, conference fees, and anything else Tudor desired were paid by

the Young Firm which treated those expenses as comped as a courtesy to Dr. Tudor.

56. Despite Young and Stewarts' best efforts, both Dr. Tudor and her relationships with Young and Stewart precipitously deteriorated. In addition to what quickly became unmistakable signs of the total deterioration of the attorney-client relationships, Tudor began to make bizarre and incendiary accusations against both Young and Stewart to their faces as well as to separately try to sow discord pitting attorney against attorney. Young and Stewart separately and diligently assessed those allegations before reporting to one another about Tudor's instability.

57. Well aware of the considerable stress Dr. Tudor was under, both Young and Stewart extended incredible grace in hopes that Tudor would redirect her energies to more healthy means of coping with the stress of her merits litigation. While Tudor was willing to accept some help offered and paid for by Young and Stewart out of their own pockets, very quickly even offers to extend help on matters Tudor requested increasingly turned into days and weeks long tirades via phone and email. In addition to ever-escalating anger and rage against Young and Stewart, Tudor started expressing that she sincerely believed key events in her litigation

had killed her case (inexplicably, many of those were actually victories, like her jury trial).

58. Fantastically, Dr. Tudor became fixated on the notion that Young and Stewart (sometimes also Galindo and Weiss) were personally responsible for the U.S. Department of Justice using the word "transgender" in legal filings in her case during the period of co-litigation. On several occasions, sometimes for hours at a time, Tudor screamed at and otherwise fought with Young insisting that he personally destroyed her case because he insisted on using the word "transgender" at trial. On other occasions when Dr. Tudor was similarly emotionally unstable and enraged, she lashed out at Young on the premise that he "forced" her to use the word transgender and if she had just followed her own instincts to never use the word transgender, then neither Southeastern nor RUSO would have contested whether Title VII protects Dr. Tudor, a woman who happens to be transgender, from sex discrimination.

59. On more than a dozen occasions that summer, Dr. Tudor consumed hours at a time arguing with Young about how he was personally responsible for "losing my case." The particulars frequently shifted, but Tudor tended to fixate on supposed losses that were actually wins at the

dispositive motion, pre-trial, trial, and post-trial stages in the Western District.

60. On several occasions, Dr. Tudor became convinced (and was enraged) because she concluded that Young had done something at the jury trial that convinced the jury to not award her reinstatement as an equitable remedy. No matter how many times (let alone ways) Young explained to Tudor that the jury did not have the power to order any equitable remedy (let alone reinstatement), Tudor would not stop blaming Young for his failure to convince the jury to reinstate as a tenured professor at Southeastern.

61. During what was ultimately their last in person interactions in June 2019, Dr. Tudor seemed to be experiencing considerable and at times debilitating emotional and psychological agitation during a trip that was intended to help Tudor relax while Young was on the ground working. The trip was centered around a law conference in Oklahoma

62. On several occasions during that trip, Tudor appeared to be on edge, agitated, nervous, and otherwise uncharacteristically disturbed. Despite Young having spent a considerable amount of time with Tudor for significant stretches at a time both in person and phone, he'd never seen her like this before and expressed his sincere concern about her wellbeing. During that trip, Tudor confided that she was increasingly

struggling to leave her modest apartment, she was avoiding basic human interaction, and was otherwise trying to plan out a very stark and disturbing existence now that she'd lost all hope and strength. To Young's eye, Tudor was so beaten down and skittish that she seemed utterly unable to tolerate let alone enjoy things she normally was excited about on trips with Young like eating out at restaurants and finding interesting Chickasaw cultural stops or accompanying Young on shopping trips to buy gifts for his wife. Most sadly, Tudor was on edge and at times appeared to be paranoid while attending a special meeting and dinner event for the Chickasaw Bar Association, an event that Tudor had previously been very much looking forward to attending so she could mingle with her fellow Chickasaw citizens (Young, in furtherance of his representation of Tudor, became and remains an admitted member of the Chickasaw Bar).

63. During that same trip to Oklahoma City, Dr. Tudor made odd and ever-escalating threats while urging Young to do things in her case that were not possible or otherwise would imperil its success. When Tudor was most agitated, she'd couple her disapproval with Young not doing everything she asked him to do with hurtful putdowns and threats. This was particularly frustrating for Young because he was doing everything in his power to help Tudor and protect her case. And yet at that point

Tudor seemed to believe it was in her best interest to dictate litigation strategies she did not fully understand but simply wished would "fix" her case. Tudor also, with much urgency, repeatedly urged bizarre legal arguments she herself had concocted purely based on her "study" of law books and other materials she could access at the Plano Public Library.

64. During that same trip to Oklahoma City, when Dr. Tudor was especially agitated, she told Young she felt like his refusal to do her precise bidding (including requests she made of him as a "friend" outside of his role as her counsel), was tantamount to assaulting her or otherwise causing her bodily harm. Equal parts ironic and sad, Tudor on a few occasions struck Young seemingly out of frustration. After ruminating over those events, during that same trip Tudor told Young it was he who assaulted her. Immediately after Tudor falsely accused Young of hitting her for the first time, Young excused himself and called Stewart to relay his observations of Tudor and both committed that after this trip was over, to neither would agree to be in Tudor's physical presence without at least one other witness. Young and Stewart also committed to exploring other means to protect themselves from Tudor while simultaneously assisting Tudor in getting much needed non-legal support.

65. After Tudor returned to Plano, she cut off communication with Young and Stewart erratically and proffered strange reasons for her behavior. As one example, Tudor was unreachable for several days at a time and missed scheduled check ins with no notice despite Tudor having demanded the meetings in the first instance. Once Tudor surfaced again, she insisted that she had taken a long roadtrip without the phone she demanded she be provided, her car broke down, and that she spent a few days living out of it for practice for when she would become homeless because she believed she "lost" her case.

66. As the summer wore on, Dr. Tudor sent multiple emails and repeatedly badgered Young on his cell phone using her cell (phone provided and service paid for by Stewart through Fall of 2022). Stewart experienced similar hostile exchanges via phone with Tudor including the bizarre accusation that Stewart had somehow harmed Dr. Tudor by failing to provide her (Tudor) with a brand-new Apple iPhone earlier than Summer 2019. (Both Young and Stewart repeatedly offered, and Tudor repeatedly rejected other phones.)

67. For these and other more sensitive reasons, Young and Stewart reached the difficult decision that they must end their representation of Dr. Tudor in early August 2019.

After Tudor was Fired as Client,
But Before New Counsel Retained

68. Between August 2019 and January 2020, Young and Stewart politely and with regularity reminded Tudor that they wished to withdraw from her case but that only way they could do that without having to seek leave of Court would be for Tudor to obtain new counsel or else proceed pro se.

69. During that same period, Young and Stewart provided Tudor with research, drafted filings that would help her visualize and otherwise understand what the necessary filings would look like if she went pro se. They also provided examples of filings which would allow Young and Stewart to withdraw without new counsel appearing. That option, Young and Stewart repeatedly advised was not ideal because it would require revelation of the reasons why the representation was over which counsel advised could be strategically unwise given the posture of Tudor's case.

70. During that same period, Tudor sent harassing emails to Young and Stewart them of all sorts of things they did not do or which simply never even happened in the first place.

71. On several occasions, third parties contacted Young and/or Stewart advising of concerning interactions with Tudor as she tried to retain new counsel. On no fewer than five occasions, close colleagues and

friends warned that Tudor seemed determined to convince them that Young and Stewart had wronged and otherwise physically hurt Tudor during their representation and needed assistance to fight back with an eye towards harming Young and Stewarts careers and reputations.

72. On at least one occasion, Tudor reached out to Young's wife (a lawyer at Quinn Emmanuel) at her work email. In that email Tudor insisted that Young's wife needed to intervene and stop Young from harming Tudor's case in the 10th Circuit (the case was still stayed at that time). Young's wife, who had dined and met with Tudor on several occasions declined to respond and instead forwarded the email to Young expressing concern for Tudor's wellbeing.

73. On several occasions, Tudor emailed Young and/or Stewart with conflicting directions to stop work or restart work on her merits case. However, Tudor would rarely respond to emails sent to her conveying basic information about status filings. On at least one occasion Tudor was out of communication for such a long period of time that Stewart initiated a status check to confirm her safety.

74. Throughout this period, Tudor vacillated in communications with Young and Stewart. In some Tudor insisted Young and Stewart had "quit" and otherwise abandoned her. Others would insist that Young and

Stewart had no choice but to stay in the case because Tudor refused to retain new counsel.

75. Throughout this period, Young and Stewart expended considerable attorney time (which they did not bill) researching and seeking advice on how to ethically manage the situation with Tudor.

76. Throughout this period, Young and Stewart regularly communicated about Tudor's increasingly odd behavior and did their best to strategize for how they could keep the case going long enough for Tudor to level-out and obtain new counsel.

False Allegations Tudor Made Against Young and Stewart After Retention of Weiss

77. In early January 2020, Young and Stewart received letters purportedly dispatched by Tudor with strange letters with numbered paragraphs accusing various fantastical, obviously false, and disturbing (nonetheless false) things. Stranger still, the letters both asserted that they were framed as notice of Tudor's decision to terminate Young and Stewart, despite the fact that Tudor had been terminated six months prior.

78. In Summer 2020, Stewart was notified that Tudor had filed an ethics grievance against her in Oklahoma. Tudor's operative grievance

was the same exact letter purporting to fire Stewart dated January 6, 2020.

79. In December 2020, Young was notified that Tudor had filed an ethics grievance against him in New York. There too Tudor's operative grievance was the same exact letter purporting to fire Young dated January 6, 2020.

80. A partial set of the core accusations Dr. Tudor made in the ethics proceeding against Stewart was docketed by Dr. Tudor (via Weiss) in the merits case, ECF No. 372-3, 1–3.

81. A partial set of the core accusations Dr. Tudor made in the ethics proceeding against Young was docketed by Dr. Tudor (via Weiss) in the merits case, ECF No. 372-3, 4–8.

82. Ethics authorities in both Oklahoma and New York investigated Dr. Tudor's grievances for much of 2020 into Fall 2021 at which point both grievances were dismissed, substantively deciding the allegations on the merits.

83. Between both proceedings, Young and Stewart submitted substantive responses in writing to questions posed by the ethics authorities and hundreds of pages of exhibits in support.

84. In both proceedings, Young and Stewart also filed substantive responses (again supported by exhibits) to new accusations and arguments purportedly posed by Tudor pro se.

85. In the New York proceeding, Tudor (but more obviously ghost written by Weiss) made offensive and otherwise untrue allegations against Young that raised privileged information known only to Weiss (e.g., other client matters, Young's disabilities disclosed to Weiss in the course of seeking accommodations at the Weiss Firm and TLDEF). In a similar vein, Tudor submitted exhibits that could only have been provided by Weiss (e.g., documents from other cases that Tudor could not otherwise access, a screenshot of cases Weiss had appeared in from Pacer which Weiss tweeted on her Twitter account @drjilliantweiss close in time to Tudor submitting it to the grievance authorities).

86. Both Young and Stewart expended considerable time gathering documents requested by ethics authorities as well as responding to additional accusations made by Tudor during the grievance process.

87. The New York ethics grievance was so taxing, that Young retained counsel to assist in his defense and nonetheless still spent considerable time pulling court documents, drafting responses, and gathering emails and other evidence necessary to disprove Tudor's allegations.

88. The Oklahoma ethics grievance was also a heavy burden on Stewart, but she defended herself (with the support of her firm colleagues) without personal ethics counsel. Stewart also expended considerable time throughout the investigation doing the same tasks as Young, in addition to doing in person meetings with ethics investigators.

89. In August 2021, Oklahoma dismissed the grievance against Stewart.

90. In September 2021, New York dismissed the grievance against Young.

91. In October 2021, Oklahoma notified Stewart of Tudor's attempt to reopen the grievance asserting purported new wrongdoing. (The sum and substance of which attacked Stewart for her employer issuing a statement on behalf of the firm celebrating Stewart's role in litigating Tudor's case and winning at the 10th Circuit.) Upon information and belief, the Oklahoma authorities declined to accept this latest letter as a grievance meriting investigation.

Tudor's Attempts to Relitigate Disproven Allegations in Merits Case

92. While Young and Stewart had hoped Tudor would be soothed by the dismissal of her ethics grievances coupled with learning of her victory at the 10th Circuit, Tudor (via Weiss) instead doubled down.

93. In both Oklahoma and New York ethics grievance proceedings, the substance and filings are supposed to be treated as confidential.

94. By October 2021, Tudor already knew because the New York and Oklahoma ethics authorities had already noticed her that the precise allegations she made against Young and Stewart had been dismissed because there was no evidence supporting findings of ethics violations.

95. Up until October 2021, neither Young nor Stewart had talked publicly about their difficulties with Dr. Tudor, the ethics grievances she filed against them, nor the fact that those grievances had been dismissed.

96. In contravention of the ethics rules governing the practice of law in both New York and Oklahoma, Dr. Tudor (via Weiss) docketed cherry-picked documents from the ethics grievances in the merits case.

97. Neither Weiss' filings nor Tudor's various declarations in support recapitulating the allegations advised the Western District that Tudor had (a) herself elected to adjudicate those precise allegations with ethics authorities in New York and Oklahoma (not the Western District), (b)

that the proper authorities completed their investigations, and (c) the grievances had both been dismissed.

98. For the rest of 2021 and long into 2022, Tudor (via Weiss) docketed and otherwise raised arguments insinuating that if Tudor's allegations were true, neither Young nor Stewart were entitled to be compensated for the hours worked and costs incurred in litigating Tudor's merits case.

99. In the merits case, Tudor repeatedly (via Weiss) tried to use the fact that Tudor accused Young and Stewart of grievous wrongdoing *after* she had been fired as a client, as a core reason why the Young Retainer was inoperative, thereby giving Tudor an unencumbered right to oppose and seek the striking of fees and costs petitions by Young and Stewart in direct contravention of the Young Firm Retainer's terms.

100. In the merits case, Tudor and Weiss intentionally mislead the Western District insofar as they repeatedly resurfaced the precise allegations adjudicated and dismissed which they not only knew to be untrue, but which they knew had already been fully and thoroughly investigated and adjudicated at Tudor's own request, that Tudor was unable to prove the truth of her allegations in her chosen forum.

101. In the merits case, Tudor (via Weiss) attacked any and all attempts made by Young and Stewart to draw the Western District's attention to orders of dismissal evidencing the dubiousness of Tudor's attempt to

relitigate the ethics grievances in an improper forum and/or for an improper purpose.

102. In the merits case, Tudor (via Weiss) dubiously argued that neither Young nor Stewart could defend themselves (least to say their reputations and good names) against Tudor's twice-determined baseless allegations against them.

103. Even if Weiss had no role in Tudor's ethics grievances in New York and Oklahoma, she had a responsibility to thoroughly investigate any and all allegations Tudor made against former counsel to determine their veracity *before* docketing such filings.

104. In light of the New York and Oklahoma ethics authorities' dismissal of both Tudor's grievance against Young and Stewart, there was no legitimate and/or good faith reason why Tudor (via Weiss) recapitulated twice disproved allegations.

105. In light of the fact that the New York and Oklahoma ethics authorities provided Tudor with copies of all exhibits and written responses propounded by Young and Stewart in those proceedings, Weiss had a duty to review all those filings and assess the veracity of Tudor's underlying allegations.

106. Upon information and belief, Tudor and Weiss knowingly made filings in the merits case for the purpose of harassing, intimidating, and slandering Young and Stewart.

107. Upon information and belief, Tudor and Weiss conspired to create the January 6, 2020 letters to Young and Stewart as a vehicle to deprive Young and Stewart of the credit for their work in the merits case.

108. Upon information and belief, Tudor and Weiss conspired to try to harm Young and Stewart's reputations and otherwise destroy their legal careers by knowingly filing grievances in New York and Oklahoma which they knew at the time Tudor filed them were false and/or otherwise could not possibly be supported by evidence.

109. Upon information and belief, Weiss conveyed to Tudor sensitive health information concerning Young's documented disabilities which were shared with Weiss in connection with Young seeking reasonable accomodations at the Weiss Firm and TLDEF, and Weiss urged Tudor to make references to those conditions in the ethics grievances to harass and intimidate Young and Stewart.

110. Upon information and belief, Weiss clandestinely served as Tudor's counsel during both the New York and Oklahoma ethics grievances in an attempt to escape appropriate scrutiny of attorney prepared grievances. To wit, Dr. Tudor was treated as a pro se grievant

and held to lesser standards, but in fact had Weiss substantively handle the filings.

111. Upon information and belief, had Tudor openly acknowledge that Weiss was serving as her counsel in the New York and Oklahoma proceedings, Weiss herself would have been susceptible to discipline for knowingly preparing and filing grievances on behalf of Tudor that were unfounded for an improper purpose.

Tudor Succeeds in Cutting Young and Stewart Out of Compensation Process in Merits Case

112. In the merits case and in conflict with the terms of the Young Retainer and after having reaped considerable benefits from services provided and costs incurred under the same, Dr. Tudor aggressively opposed Young and Stewarts' direct participation in motion practice to recoup their fees and costs. Glaringly, Dr. Tudor conceded that she intended to block Young and Stewart's efforts under a specious claim that she had the unilateral power to both oppose their filings and, ultimately, refuse to pay their bills misleadingly claiming Young and Stewart had engaged in misconduct which Tudor failed to disclose to this Court had been found to be without merit by grievance committees in both Oklahoma and New York months prior (merits case, ECF No. 375).

113. In December 2021, Western District struck Young and Stewart's second set of petitions for fees and costs on the premise that they as former counsel lacked standing as parties at the time limitedly interpreting a federal fees statute, 42 U.S.C. § 2000e-5(k), to speak only to petitions approved by the "prevailing party." Order, ECF No. 391 at 4. However, in that same Order this Court recognized that 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—Dr. Tudor would be held personally responsible for paying Young and Stewart's bills in the event she did not permit them to directly seek payment from Defendants in the instant matter. *Id.* (citing *Mehdipour v. Holland*, 2007 OK 69 ¶ 22, 177 P.3d 544, 549; *Lashley v. Moore*, 1925 OK 397, 240 P. 704; *Self & Assoc., Inc. v. Jackson*, 2011 OK CIV APP 126, 269 P.3d 30). Given the foregoing, this Court observed that: "It seems in Plaintiff's interest that Plaintiff and her former and present counsel seek a method to resolve this issue among themselves."

114. Despite the Court's prescient warnings in the merits case, and despite being provided with itemized bills of fees and costs filed on this docket and provided directly via email to her present counsel, Dr. Tudor

has resisted any and all invitations to settle her bills with Young and Stewart.

115. For more than one calendar year, Dr. Tudor, by and through Weiss and Colclazier, has declined to substantively respond to Young and Stewart's emails and requests seeking resolution via settlement conference or mediation and also blockaded their participation in judicial settlement conferences conducted in the Western District.

116. In May 2022, Dr. Tudor's present counsel notified Young and Stewart via email that she and Southeastern and RUSO preferred to resolve Young and Stewart's bills via motion practice. Shortly thereafter, Dr. Tudor's present counsel went radio silent. Nonetheless, Young and Stewart diligently continued to communicate with Southeastern and RUSO to resolve outstanding discovery demands pertaining to our fees and costs petitions as well as to establish briefing schedules to resolve the same.

117. One June 14, 2022, without any warning or communication from Dr. Tudor, Young and Stewart learned of a purported settlement struck between Dr. Tudor, Southeastern, and RUSO. The notice requesting closure of this matter was signed by Jillian Weiss on Dr. Tudor's behalf in the merits case.

118. That same day, Young and Stewart ran a Pacer search and discovered that on June 13, 2022—a day prior to Weiss notifying this Court of a final settlement—Dr. Tudor sued Weiss, the undersigned, and a subset of other former attorneys and one non-profit that employed Young and Weiss for a period. In her complaint in the Interpleader Case, Dr. Tudor discloses that she purportedly settled the instant case for a sum of $1,750,000. Astoundingly, Tudor went on to insist that she, Southeastern, and RUSO elected to unilaterally establish a pool for attorneys' fees in the amount of $574,425, less than a quarter of the amount in fees and costs Dr. Tudor owes past and present counsel based upon the docketed fees and costs petitions in this matter. To add insult to injury, Dr. Tudor asked this Court siphon off a share of the "pool" to bankroll her and only her prosecution of the Interpleader Case.

119. Young and Stewart have made diligent efforts since June 14, 2022, to touch base with Dr. Tudor's current counsel to seek a resolution of their bills to no avail.

The Settlement Agreement

120. For more than six months, Tudor (now via Colclazier) refused to provide Young, Stewart, and TLDEF with a copy of the Settlement Agreement she struck with Southeastern and RUSO.

121. Tudor conspired with Weiss and Colclazier to withhold the Settlement Agreement despite Tudor's obligations to notice and provide a copy to the Young Firm with the intent of depriving past counsel with the necessary information to understand let alone attack the validity of the Settlement Agreement, leaving Tudor, Weiss, and Colclazier free to spend down the money Tudor received from Southeastern and RUSO while unjustly withholding any compensation owed past counsel.

122. The terms of Tudor's Settlement Agreement with Southeastern and RUSO evidence that at the time it was entered into, it was infirm as a matter of law and/or otherwise turned on representations made by Tudor that were known or should have been known to be untrue, including but not limited to:

a. There were no attorneys' liens on the merits case as of signing. Weiss, Colclazier, Southeastern, and RUSO all had actual notice of liens held by former counsel.

b. That Tudor's present counsel and past counsel had never reached an agreement that Tudor was entitled to two-thirds of any settlement struck by Weiss.

c. That none of the parties in the merits case had the authority to settle around past counsel as a matter of Oklahoma law because they had actual notice of authorities stating just the opposite

docketed in the merits case long before the settlement was brokered.

Settlement Money

123. Upon information and belief, between June 2022 and present Dr. Tudor has made large purchases consuming considerable portions of the settlement monies despite her obligation in the interpleader action to preserve the settlement in whole if she in good faith intends to proceed through impleader.

124. Upon information and belief, Tudor purchased a single-family home in Plano, Texas in 2022 with proceeds from the settlement. Tudor made this purchase *after* she filed her interpleader suit despite knowing she was obliged as an interpleader to post bond to secure jurisdiction.

125. Upon information and belief, between June 2022 and present, Dr. Tudor has spent down and/or otherwise distributed payments to third-parties from the settlement monies despite her knowing that she is obliged to preserve the settlement monies.

126. Papers filed by Tudor (via Colclazier) in the instant case, evidence that Tudor has already purportedly spent down a portion of the small fraction of the total settlement monies she received from Southeastern and RUSO.

127. Tudor and Weiss conspired to use Colclazier to create a sham interpleader action so as to delay any payment to former counsel, leaving Tudor, Weiss, and Colclazier free to spend down and distribute amongst themselves and third-parties settlement monies they knew and still know now cannot be touched under the terms of the impleader case Tudor (via Colclazier) filed.

Improper Purpose of Settlement Agreement

128. Neither Tudor, Weiss, nor Colclazier ever planned to fairly negotiate a Settlement Agreement that was sufficient to compensate former counsel for their attorneys' fees and costs.

129. Southeastern and RUSO acquiesced in Tudor, Weiss, and Colclazier's scheme in an effort to artificially limit their exposure for attorneys' fees and costs due to prior counsel.

130. Southeastern and RUSO intentionally sought out a settlement scheme wherein Tudor and the two lawyers with the smallest stake in any settlement,in light of their limited time legitimately billed and costs incurred—Colclazier and Weiss—to entice Tudor to settle around former counsel despite such an arrangement violating Oklahoma law and otherwise being against the letter and spirit of federal law.

131. Southeastern and RUSO knew at the time they brokered the Settlement Agreement, that given the 10th Circuit's opinion, Tudor was in no way entitled to the sum the merits parties designated as hers alone since her damages, backpay, and front pay were far more limited.

132. Southeastern and RUSO, as well as Weiss and Colclazier,concocted the Settlement Agreement with the intent of incentivizing and/or inducing Tudor to settle around former counsel by pointing out to her that this would be the only vehicle by which she could ever hope to secure a seven-figure settlement cut for herself.

133. Upon information and belief, Weiss and Colclazier advised Tudor that rather than docketing simple filings calculating out Tudor's appropriate damages as bound by the opinion of the 10th Circuit on damages and equitable relief in the merits case, she should abuse the Western District's settlement judge resources as a means to enrich herself far beyond what the 10th Circuit deemed appropriate compensation for Tudor in this case.

134. Upon information and belief, Tudor falsely told each and every former counsel that her true and only real goal was securing reinstatement as a professor with tenure at Southeastern. Tudor's true plan was to secure that equitable remedy at considerable time and cost from multiple lawyers whom she never intended to pay nor intended to

permit (despite her multiple retainers obliging her to do the opposite) counsel to have their fees and costs petitions decided on the merits and appropriate payment be made.

135. Upon information and belief, Southeastern and RUSO conduct leading up to and after entering into the Settlement Agreement with Tudor evidence their intent to evade Title VII's purpose of deterring future violations insofar as if the Settlement Agreement stands, they have succeeded in escaping the considerable attorneys' fees and costs actually incurred in prosecuting Tudor's merits case.

136. Upon information and belief, Southeastern and RUSO knew at the time they brokered the Settlement Agreement with Tudor that it was their only possible vehicle to evade timely filed attorneys fees and costs petitions seeking millions in fees and costs that would necessarily come due after the Western District adjudicated former counsel merited petitions.

137. Upon information and belief, if Southeastern and RUSO succeed in evading the true costs and attorneys fees they are rightly liable for given the protracted and lengthy proceedings they themselves insisted upon, Oklahoma and its subdivisions will use this tactic to evade liabilities in other civil rights cases now pending and yet to be filed in the Western District.

Improper Purpose of the Interpleader Case

138. Upon information and belief, Weiss and Colclazier declined to docket timely fees and costs applications in the merits case with the intent of shielding how little work and costs they actually incurred in representing Tudor between 2020 and 2022.

139. Upon information and belief, Weiss and Colclazier knew that Tudor's interpleader action was improper at its inception.

140. Upon information and belief, Colclazier knows he should not serve as counsel in an interpleader action for the plaintiff where he himself is seeking compensation from both the plaintiff (Tudor) and an adverse Defendant (Weiss) for his work in both the interpleader and merits case simultaneously.

141. As concocted by Tudor, Weiss, and Colclazier, the interpleader suit is a sham designed to:

a. Deprive prior counsel who all timely docketed fees and costs petitions from appropriate adjudication of those petitions;

b. Cover for a critical time period during which Tudor, Weiss, and Colclazier have in truth all readily access the entirety of the settlement monies, spending them down in precisely the manner that true interpleader is supposed to guard against;

142. Neither Tudor, Weiss, nor Colclazier ever planned to fairly negotiate a Settlement Agreement that was sufficient to compensate former counsel for their attorneys' fees and costs.

143. Neither Tudor, Weiss, nor Colclazier intended to ensure appropriate compensation for the actual former counsel who did the lion's share of the work in the merits case for which attorneys fees and costs should be available as a matter of law;

144. Tudor, Weiss, and Colclazier conspired for Tudor to enter into a settlement agreement that cut out all other former counsel with liens and/or other legal entitlements to settlement proceeds so as to intentionally diminish the monies available to past counsel and to enrichen Colclazier.

145. Specifically insofar as Tudor is using the sham interpleader as a vehicle for Colclazier to charge Tudor both for work on the merits case (including the settlement agreement itself) as well as the now months old litigation in which Colclazier is intentionally dragging out so as to maximize billable hours so that he can turn around an seek attorneys fees deducted from the settlement monies to the detriment of all former counsel whose liens and other legal entitlements to attorneys fees and costs are earlier in priority and in fact played a dispositive role in

securing a win for Tudor in all district and circuit courts the merits case was litigated.

COUNT ONE
Statutory and/or Equitable Attorneys' Lien
(5 Okla. Stat. §6)

146. The allegations in paragraphs 1 through 145 are reincorporated herein.

147. Young and Stewart have valid attorneys' liens on Dr. Tudor's merits case.

148. Dr. Tudor, Southeastern, and RUSO had actual notice and knowledge of Young and Stewart's attorneys' liens in advance of their brokering the June 2022 settlement.

149. Young and Stewart's liens attached to the entirety of the $1,750,000 settlement brokered between Dr. Tudor and Southeastern and RUSO.

150. Young and Stewarts' equitable right to proceeds in the amount of their liens are evidenced by their detailed, itemized bills of fees and costs docketed in the merits case in 2018 and 2021.

151. Under Oklahoma law, Young and Stewart's liens have not been destroyed by Tudor's efforts to privately settle the merits case with

Southeastern and RUSO. As provided by 5 Okla. Stat. § 5-6, "no settlement between the parties without the approval of the attorney shall affect or destroy such lien."

152. In exercise of this Court's equitable powers, it should protect Young and Stewart's equitable right to proceeds in the amount of their liens by either preventing payment by Southeastern and RUSO to Dr. Tudor or temporarily seizing past payments made until such time that Young and Stewart's liens are satisfied in full.

153. In the event that Dr. Tudor is unable to fully compensate Young and Stewart for their services and costs incurred, this Court should ascertain the fees and costs Young and Stewart would have been entitled to receive had attorneys' fees and costs been prosecuted to final judgment and direct Southeastern and RUSO to make that payment directly to Young and Stewart accounting for the difference between what Dr. Tudor actually paid them and what they should have recouped through fees and costs petitions.

COUNT TWO
Contractual Entitlement to Fees and Costs

154. The allegations in paragraphs 1 through 153 are reincorporated herein.

155. The Young Retainer establishes a contractual agreement between Dr. Tudor, Young, and Stewart giving former counsel an interest in Tudor's merits case.

156. The rights secured by 5 Okla. Stat. §6, providing for attorneys' liens, are cumulative and do not abrogate or limit the rights of clients and attorneys to make contracts between themselves.

157. Pursuant to the terms of the Young Retainer, Dr. Tudor is obliged to cooperate during and after the termination of representation with the Young Firm and its cooperating attorneys' efforts to petition directly for fees and costs owed in Dr. Tudor's name.

158. Pursuant to the terms of the Young Retainer, Dr. Tudor is obliged to settle her merits case for an amount that is sufficient to fully compensate the Young Firm and its cooperating attorneys for hours billed and costs incurred in prosecution of her merits case.

159. The Young Retainer constitutes an equitable conditional assignment to the Young Firm and its cooperating attorneys in Dr. Tudor's merits litigation.

160. As a direct consequence of Young and Stewart's tendering performance of all acts necessary under the Young Retainer, the contract between Dr. Tudor and the Young Firm has ripened into an equitable title.

161. The Young Firm and its cooperating attorneys hold an equitable lien on the June 2022 settlement brokered by Dr. Tudor with Southeastern and RUSO in the amount evidenced by their detailed, itemized bills of fees and costs docketed in this matter in 2018 and 2021.

162. In exercise of this Court's equitable powers, it should protect Young and Stewart's equitable right to proceeds in the amount of their liens by either preventing payment by Southeastern and RUSO to Dr. Tudor or temporarily seizing past payment until such time that Young and Stewart's liens are satisfied in full.

163. In the event that Dr. Tudor is unable to fully compensate Young and Stewart in the amount due pursuant to the Young Retainer, this Court should ascertain the fees and costs Young and Stewart would have been entitled to receive had attorneys' fees and costs been prosecuted to final judgment and direct Southeastern and RUSO to make that payment directly to Young and Stewart accounting for the difference between what Dr. Tudor actually paid them and what they should have recouped through fees and costs petitions.

COUNT THREE
Quantum Meruit

164. The allegations in paragraphs 1 through 163 are reincorporated herein.

165. The Young Retainer is a contingent fee contract between Dr. Tudor and the Young Firm and its cooperating attorneys.

166. Regardless of whether the Young Firm or Dr. Tudor terminated the attorney-client relationship, the Young Firm and its cooperating attorneys are entitled to compensation for their services and costs incurred rendered up to the time of discharge.

167. The Young Firm and its cooperating attorneys' have a right to seek payment for services and costs fronted reasonably and properly rendered in Dr. Tudor's merits case.

168. This Court should order that Dr. Tudor pay Young and Stewart for the value of services performed and costs actually expended in successful prosecution of her merits case.

169. In the event that Dr. Tudor is unable to fully compensate Young and Stewart for the reasonable value of their services and costs incurred, this Court should ascertain the fees and costs Young and Stewart would have been entitled to receive had attorneys' fees and costs been prosecuted to final judgment and direct Southeastern and RUSO to make that payment directly to Young and Stewart accounting for the difference between what Dr. Tudor actually paid them and what they should have recouped through fees and costs petitions.

PRAYER FOR RELIEF

WHEREFORE, Counterclaim Plaintiffs Ezra Young and Brittany Stewart respectfully request that the Court grant the following relief:

A. Order Dr. Tudor to pay her former counsel the sum total of attorneys' fees and costs owed;

B. Order Southeastern and RUSO to pay Tudor's former counsel the sum total of attorneys' fees and costs owed;

C. Order any further relief necessary to make Counterclaim Plaintiffs Young and Stewart whole;

D. Award such additional relief as justice may require, together with Counterclaim and Third-Party Plaintiff's costs, disbursements, and attorneys' fees in this action.

Dated: February 3, 2023

Respectfully Submitted,

/s/ Ezra Young
Ezra Young (NY Bar No. 5283114)
LAW OFFICE OF EZRA YOUNG
210 North Sunset Drive
Ithaca, NY 14850
P: (949) 291-3185
ezra@ezrayoung.com

/s/ Brittany Stewart
Brittany Stewart (OK Bar No. 20796)
4543 Kady Avenue NE
St. Michael, Minnesota 55376
P: 405-420-5890
brittany.novotny@gmail.com

CERTIFICATE OF SERVICE

I hereby certify that on February 3, 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)