

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

DR. RACHEL TUDOR,)
Plaintiff,)

v.)

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

1. MARIE GALINDO,)
2. BRITTANY STEWART,)
3. LAW OFFICE OF)
JILLIAN WEISS,)
4. EZRA YOUNG,)
5. TRANSGENDER LEGAL)
DEFENSE AND EDUCATION)
FUND)
Defendants.)

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,)
Counterclaim Defendants.)

**EZRA YOUNG AND BRITTANY STEWART’S RESPONSE
OPPOSING PLAINTIFF TUDOR’S REQUEST FOR RULING (ECF No. 50)
ON HER MOTION TO DISMISS**

We respectfully ask that the Court deny Plaintiff Tudor's motion for a ruling (ECF No. 50) on her motion to dismiss our counterclaims against her (ECF No. 35) for three reasons.

First, the substantive arguments Plaintiff raises have already been heard and decided.¹ The instant Motion presents no new authorities and points to no error in this Court's previous orders. Plaintiff's bare opposition to this Court's scheduling and docket management decisions, with nothing more, does not warrant reconsideration.²

Second, Plaintiff otherwise fails to demonstrate that her request will facilitate settlement. To refresh, the settlement conference was set because Plaintiff refused all previous efforts to settle her attorneys' bills before she filed this action and continued to rebuff all settlement efforts even after filing. In light of that fact, this Court ordered the parties to at least attempt in person

1. Presented with Plaintiff's motion to dismiss (ECF No. 35) and our competing motion requesting settlement conference (ECF No. 20), Judge Dishman set this case for conference (ECF No. 43). That Order expressly ruled that over Plaintiff's opposition and in light of pending motions, a mandatory settlement conference is set (*Id.* at 1). That Tudor is obliged to attend and participate in that settlement conference was just recently reiterated by Magistrate Judge Erwin (ECF No. 49) in response to another motion by Plaintiff (ECF No. 46) seeking to be excused from the settlement conference.

2. We assume for the purposes of this Response that Tudor is seeking reconsideration of scheduling and docket management decisions made by both Judge Dishman and Magistrate Judge Erwin. What rules, if any, she is moving under are unclear because none are cited in her Motion.

settlement with the assistance of Magistrate Judge Erwin. Plaintiff's abject refusal to accept the fact that the conference is set, and she must participate despite her objections, is the primary roadblock to resolution of this matter. Prioritizing adversarial motion practice over settlement will not realistically help Tudor come to the settlement table.

Relatedly, Plaintiff's suggestion that a ruling "would certainly be probative for Plaintiff's settlement posture" lacks merit (ECF No. 50 at 6). A decision on Plaintiff's motion to dismiss (no matter the decision) does not end these proceedings. As the interpleader Plaintiff, Tudor carries the burden of proving her merits case,³ which cannot possibly be adjudicated through her motion to dismiss our claims against her.

Third, we elevate the concern that this Motion and others Tudor filed in this action evidence she may be operating in bad faith. Insofar as her attorneys' bills are concerned, since Fall 2021 Tudor has done nothing but delay, deny, and absolutely refuse to accept that the undersigned are owed significant compensation for their successful efforts in her merits employment case and

3. Wright & Miller's treatise, which Tudor submits is authoritative (ECF No. 46 at 5; ECF No. 50 at 5), explains in section 1714 that she as interpleader plaintiff bears the burden of demonstrating that interpleader requirements are satisfied, and all parties must be given notice and opportunity to be heard on the question before deposit and dismissal is appropriate. Wright & Miller, 7 Fed. Prac. & Proc. Civ. § 1714 (3d ed.). The merits of Tudor's interpleader case have not yet been briefed, let alone proved.

that she personally must participate in litigation or settlement proceedings to resolve those interests.

In support, we share a copy of Plaintiff's June 10, 2022 settlement agreement with Southeastern and RUSO, wherein Tudor represented there were no attorneys' liens or other interests in existence at the time of settlement. Exhibit 1 at ¶ 4 ("The Parties specifically state that *all legal expenses, liens, and judgments have been fully satisfied*, and that they will fully indemnify the other from perfected attorney liens of record.") (emphasis added). That that representation was false at the time it was made is incontrovertibly proven by Plaintiff's own representations in her interpleader complaint docketed on June 13, 2022. *See* ECF No. 1 ¶ 7 (acknowledging that "earned attorneys fees" are owed to the undersigned and other counsel).

Dated: November 3, 2023

Respectfully Submitted,

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)

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CERTIFICATE OF SERVICE

I hereby certify that on November 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 and unrepresented parties.

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)