

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

Dr. Rachel Tudor,	)	
Plaintiff,	)	
v.	)	Case No. 5:15-CV-00324-C
Southeastern Oklahoma State University	)	Honorable Robin J. Cauthron
	)	
-and-	)	
	)	
The Regional University System Of	)	
Oklahoma,	)	
Defendants.	)	

**APPLICATION TO JOIN IN PLAINTIFF’S FEE REQUEST BY FORMER  
COUNSEL, TRANSGENDER LEGAL DEFENSE AND EDUCATION FUND**

Because Plaintiff’s Motion For Attorney Fees, Costs And Expenses (Document 303) failed to include the fees and expenses incurred by Plaintiff’s former counsel, Applicant, Transgender Legal Defense & Education Fund, Inc. (also “TLDEF”), Applicant respectfully seeks leave to amend the Motion and add TLDEF’s fees and expenses.

1. TLDEF is a non-profit law firm located in New York City that represents and advocates for the transgender community. It is committed to ending discrimination against transgender people, and to achieving equality through education and through impact litigation, such as this case.

2. To that end, TLDEF undertook Plaintiff’s representation in this important civil rights case pursuant to a retainer agreement with Plaintiff dated August 31, 2016 (“The Retainer Agreement”), which gives rise to TLDEF’s right

to recover attorney's fees and expenses. A copy of the Retainer Agreement is attached as Applicant's Exhibit No. 1.

3. During the period of TLDEF's representation, Plaintiff's present counsel, Ezra Young, Esq., served as TLDEF's Director of Impact Litigation, representing Dr. Tudor in this case.

4. Mr. Young left TLDEF in May 2017, taking this case with him.

5. During the period of Mr. Young's representation of Plaintiff on behalf of TLDEF, from August 31, 2016, to May 24, 2017, TLDEF incurred attorney fees totaling \$119,770 and expenses totaling \$3,236.68.

6. As its reasonable attorney's fee herein, TLDEF seeks the sum of \$119,770, representing 342.2 hours of Ezra Young's attorney time as TLDEF Director of Impact Litigation. Mr. Young's time was billed at the reasonable rate of \$350 per hour.

7. As expenses, TLDEF seeks recovery of the sum of \$3,236.68 in expenditures that it actually incurred on this matter during the period from August 31, 2016, through May 2, 2017.

8. As a TLDEF attorney, Ezra Young was required to record his time in matters such as the present case, where TLDEF's time may be eligible for a fee award. Mr. Young recorded his time in tenths of an hour (i.e., in segments of no less than six minutes), describing the specific tasks on which time was spent. For matters in which time was spent on more than one task in a particular matter

during any single day, Mr. Young was instructed to avoid “block billing,” and to specify the amount of time spent on each task in the course of that day. As Mr. Young will certainly attest, he followed that policy.

9. In Mr. Young’s Declaration supporting Plaintiff’s Motion for Attorneys’ Fees, he describes in detail the nature of this action, the novel, important, and complex issues of transgender rights involved, and the history of this action. TLDEF adopts that description and incorporates it herein by reference.

10. TLDEF also adopts, and incorporates herein by reference Mr. Young’s detailed description of his educational and legal background, particularly with respect to his experience protecting and furthering the rights of transgender people. Mr. Young’s expertise, legal background and experience amply justifies the reasonableness of the \$350 hourly rate.

11. TLDEF’s Application seeks fees only for the time billed by Mr. Young while he was employed by TLDEF. Applicant is not seeking recovery of any fees billed by TLDEF’s former Executive Director, Jillian Weiss.

12. TLDEF also does not seek recovery of any attorney fees for either Mr. Young’s or Ms. Weiss’ time incurred during the time period between when Mr. Young and Ms. Weiss began working at TLDEF in July 2016, and the August 31, 2016, Retainer Agreement.

13. Pursuant to local rule, Applicant has spoken with counsel for Plaintiff and the Defendants, all of whom object to this Application.

WHEREFORE, Applicant, Transgender Legal Defense & Education Fund, Inc., respectfully seeks leave to amend Plaintiff's Motion and add TLDEF's fees and expenses.

Respectfully submitted,

s/ Charles J. Watts

Charles J. Watts (OBA #9403)  
600 N. Walker, Suite 101  
Oklahoma City, OK 73102  
Telephone: (405) 842-5022  
Facsimile: (405) 228-4945  
E-mail: [cjwattslaw@yahoo.com](mailto:cjwattslaw@yahoo.com)  
Attorneys for Plaintiffs

#### **CERTIFICATE OF SERVICE**

I hereby certify that on the 21st day of February, 2018, an electronically transmitted copy of the foregoing document was filed with the Court Clerk using the ECF System, with the Clerk transmitting a Notice of Electronic Filing to the following ECF registrants:

Ezra Young  
Law Office of Ezra Young  
Email: [ezraiyoung@gmail.com](mailto:ezraiyoung@gmail.com)  
Attorney for Plaintiff

Dixie L. Coffey  
Jeb E. Joseph  
Kindanne Jones  
Timothy M. Bunson  
Attorney General's Office, Litigation Division  
Email: [dixie.coffey@oag.ok.gov](mailto:dixie.coffey@oag.ok.gov)  
Email: [jeb.joseph@oag.ok.gov](mailto:jeb.joseph@oag.ok.gov)  
Email: [kindanne.jones@oag.ok.gov](mailto:kindanne.jones@oag.ok.gov)  
Email: [tim.bunson@oag.ok.gov](mailto:tim.bunson@oag.ok.gov)  
Attorneys for Defendants Southeastern  
Oklahoma State University and The Regional  
University System of Oklahoma

s/Charles J.Watts

TRANSGENDER LEGAL DEFENSE  
& EDUCATION FUND, INC.  
20 W. 20<sup>th</sup> Street  
New York, NY 10014  
(646) 862-9396  
fax: (646) 930-5654

**RETAINER AGREEMENT**

1. I, Rachel Tudor, hereby retain the Transgender Legal Defense & Education Fund, Inc. (TLDEF) to represent me in the following matter:

*With regard to United States and Rachel Tudor v. Southeastern Oklahoma State University and Regional University System of Oklahoma, Case No. 5:15-CV-00324-C, currently pending before the United States District Court for the Western District of Oklahoma as well as all related cases filed in federal district courts.*

2. I understand that TLDEF's representation is limited to the proceedings in the tribunal or court listed above. TLDEF may elect to participate in further trial or appellate processes in this matter, under the terms and conditions of this Agreement, but has no obligation to represent me. TLDEF also has no obligation to find a lawyer to represent me in any legal matter I may have. Any future representation will be determined as needed and will also be subject to this written agreement, unless superseded or modified by another written agreement.

3. I authorize TLDEF to take whatever action it deems necessary in representing me in the matter described in paragraph 1, above.

4. As of the date I signed this Retainer, I understand that TLDEF has assigned Ezra Young to my case. I also understand that as of the date of this Retainer, the Executive Director of TLDEF is Jillian Weiss.

5. I understand that TLDEF may involve other lawyers, law firms or public interest legal

organizations (“Cooperating Attorneys”) in this matter, and may assign a lawyer to represent me. I have no right to a particular attorney under this agreement.

6. Staff attorneys working at TLDEF may or may not be admitted to practice law in the jurisdiction of the tribunals or courts listed in paragraph 1. TLDEF will associate with local counsel admitted to practice law in those jurisdictions as necessary and as required by law. Any statements in reference to laws or legal requirements are not intended as legal advice unless and until representation by TLDEF is accepted by a court, tribunal or government agency operating in the appropriate state.

7. If the application of TLDEF to appear in the action referenced in paragraph 1 is denied, and reasonable attempts to reverse any denial fail, then this Agreement is terminated.

#### **CLIENT COOPERATION AND COMMUNICATION**

8. I agree to cooperate fully with TLDEF in this matter. I will notify it of any changes in my address or telephone number immediately. I will promptly return phone calls and emails within a reasonable time. I will assist in the preparation of my case and will not contact attorneys representing opposing parties.

9. I will not delete any electronic data of any kind relating to this case, including emails, texts or social media, or accounts for same containing such information, without written permission from my attorney. I will not discard or give away any electronic device, including computers, phones, iPads, etc., for any reason, including but not limited to a need to return them to the company for warranty purposes or device upgrades, without written permission of my attorney. I understand this applies to devices that no longer function, as non-functioning devices can still be forensically examined to retrieve the information on them.

10. I understand that during the course of litigation I may be offered the option of mediation. If TLDEF requests, I agree to attend and participate in mediation proceedings.

11. TLDEF uses email for my convenience, but I am aware that email is inherently insecure, with significant risk of third-party interception. If I prefer not to take the risk, I am aware that I must let the firm know in writing, which will then use fax or mail for all communications. I am aware that email, including personal email accessed via the web, created or viewed through employer-provided systems, including smartphones, can be viewed by the employer. See ABA Opinion No. 11-459.

#### **FEES, COSTS, AND OTHER CHARGES**

12. I understand that TLDEF will not seek legal fees and costs from me, unless there is a monetary recovery. If there is a settlement, TLDEF shall be entitled attorney fees as well as in its costs. If TLDEF is permitted by law to apply for and request legal fees and costs from any legally responsible party, it may do so by filing a request with the appropriate government agency, tribunal or court that is authorized to award attorney fees from a legally responsible party.

13. I authorize TLDEF, and its Cooperating Attorneys to apply in my name for any attorneys' fees, costs, reimbursements or any other amounts I may be entitled to in connection with this matter as set forth in paragraph 23. I will cooperate with TLDEF to help it recover such amounts.

14. I understand that any amounts received by me as compensation or damages are subject to tax. I understand that TLDEF is not expert in tax matters, and I will consult my own accountant or tax attorney to address amounts owed in tax after recovery of compensation or

damages.

15. I understand that I alone am responsible for paying any fines, penalties, attorneys' fees, costs or damages assessed against me personally. I understand that if an adverse party is the prevailing party before a government agency, tribunal or court, that party may apply for reimbursement of fees and costs.

16. I understand that my health insurance company may have a right to recoup amounts it paid for medical care on my behalf for physical or mental injury if such injuries are a subject of this lawsuit.

#### **CONFIDENTIALITY AND PUBLICITY**

17. I will not make statements to media without first requesting written approval of any statement during the pendency of this matter.

18. I will not speak to or provide written information about my case to media, including but not limited to newspapers, television or radio shows, or blogs, without written permission of my attorney. All requests for comment will otherwise be directed to my attorney.

19. I will not make any comments about pending lawsuits in emails, texts or social media to anyone, including friends and family members, without written permission from my attorney. However, to the extent I have already made such comments, I will not delete them.

20. I understand that the lawyer(s) assigned to my case may discuss the matter with attorneys and others in an effort to give me the best representation. To this end, I authorize my lawyer(s) to reveal confidential information to such others, who will be asked to maintain the confidence of such information.

21. I hereby authorize the firm and Cooperating Attorneys to publicize the case in any

manner that it believes in good faith will advance my interests. I hereby consent to use of my name in TLDEF publicity. I understand that TLDEF will not use my likeness in any promotional activities without my consent. I understand that TLDEF does not have control of use of my likeness (authorized or not authorized) by third parties. I understand that TLDEF engages in impact litigation designed to create precedents favorable to the transgender community, and designed to be publicized in a way that provides education to our society. In addition, I understand that much of TLDEF's funding comes from requesting donations from the public, and that it will do so in conjunction with the publicity regarding my case and facts about me and my life that are disclosed through public court filings in my case. I am willing to move forward with the matter after having considered these issues.

**TRANSFER FROM LAW OFFICE OF JILLIAN T. WEISS, P.C.**

22. I acknowledge that I was previously represented by the Law Office of Jillian T. Weiss, P.C. (Law Office) in this matter, pursuant to a retainer agreement dated February 2014. Because the Law Office plans to cease offering legal services at this time, I have been given the option to retain TLDEF to represent me in this matter. I am aware that I have the option to decline TLDEF's representation and to retain another attorney, and I have freely chosen to retain TLDEF. I consent for TLDEF to be substituted as counsel in place of the Law Office in this matter and I understand that, upon substitution, the Law Office will cease representing me in this matter and will no longer have any obligation to provide me with legal advice or services.

**ATTORNEYS' FEES AND DISBURSEMENTS**

23. I understand that, pursuant to N.Y. Jud. Law § 475, the Law Office has a statutory charging lien on any future recovery in this matter, to cover attorneys' fees for the work it has done to date and to reimburse the Law Office for any costs it has advanced on my behalf. Accordingly, I consent to the following arrangement regarding attorneys' fees and disbursements:

- (a) If the matter is settled at any time, and there is no award by a government agency, tribunal or court of attorney fees or costs (the "Settlement"), all of my personal attorneys for this matter, including the Law Office and TLDEF, shall jointly be entitled to attorneys' fees in the amount of one-third of the Settlement (gross amount before costs) (the "Contingency Fee Amount"). I understand that TLDEF will hold all earmarked attorneys fees in trust, to be distributed to all of my personal counsel as per representation agreements in effect at the time of settlement.
- (b) Alternatively, if attorneys' fees are awarded and fully collected in this matter, then TLDEF, the Law Office, and all other counsel with valid representation agreements in effect at the time of Judgment shall be entitled to legal fees in the amount awarded (the "Fee Award"), not to exceed one-third of the total Judgment and Attorneys Fees (gross amount before costs). To the extent that the Law Office and/or TLDEF are unable, after making reasonable efforts, to collect the full amount of the Fee Award from the defendant(s), they shall be entitled to be paid the balance of the Fee Award from any judgment that is collected, not to exceed one-third total of the Judgment and Attorneys Fees (gross amount before costs). I further understand that TLDEF will hold all

earmarked attorneys fees in trust, to be distributed to all of my personal counsel as per representation agreements in effect at the time of Judgment.

- (c) In addition to any attorneys' fees, I understand that all of my personal counsel in this matter, including the Law Office and TLDEF, are each entitled to reimbursement of all costs and disbursements they have advanced on my behalf, which will be paid from either the balance of any Settlement after deduction of attorneys' fees, under Paragraph 23(a), or the balance of any judgment after deduction of legal fees, under Paragraph 23(b).

#### TERMINATION

24. TLDEF may terminate its involvement in this matter if:

- a) It becomes clearly frivolous, unreasonable or groundless; or
- b) The facts are found to be materially different from those I have stated; or
- c) I fail to comply with the terms of this Retainer Agreement; or
- d) Some other compelling reason makes it necessary to withdraw from the matter.

25. I understand that TLDEF will not settle my case without my express permission. I also understand that, as a non-profit committed to impact litigation, TLDEF prefers to bring cases to completion in the courts rather than to settle them. However, if TLDEF determines that it is in my best interests to accept a settlement, and a reasonable settlement offer is made and I decline it, I understand that TLDEF may elect to withdraw. If TLDEF withdraws I understand that I will be responsible for finding new counsel if I wish to continue with the matter. I further understand that I will be responsible for ensuring that, if a monetary recovery is made after

TLDEF withdraws, that I must notify TLDEF within 14 days of any settlement or judgment, and that I must include TLDEF's services in any fee application to applicable tribunals or courts.

26. I also understand that I am free at any time to discharge TLDEF. If I do, however, TLDEF is not required to find another attorney for me, and I will be responsible for finding new counsel if I wish to continue with the matter. I further understand that I will be responsible for ensuring that, if a monetary recovery is made after TLDEF is discharged, that I must notify TLDEF within 14 days of any settlement or judgment, and that I must include TLDEF's services in any fee application to applicable tribunals or courts.

SOLE AGREEMENT

27. This Agreement is the sole and entire retainer agreement between the parties, and supersedes any prior understandings or agreements. Any future agreements modifying the terms of this retainer must be in writing and signed by the party to be charged.

*Rachel Tudor*

\_\_\_\_\_  
RACHEL TUDOR

Date: 8/31/16

TRANSGENDER LEGAL DEFENSE AND EDUCATION FUND, INC.

By:

*Jillian Weiss*

\_\_\_\_\_  
Jillian Weiss, Executive Director

Date: 8/31/16



VIA FEDEX OVERNIGHT

October 19, 2017

Kindanne C. Jones  
State of Oklahoma  
Office of the Oklahoma Attorney General  
313 NE 21st Street  
Oklahoma City, OK 73105

Re: Attorney's Liens in favor of Transgender Legal Defense & Education Fund, Inc. and Law Office of Jillian T. Weiss, P.C., in regard to U.S. v. SEOSU et al., No. 5:15-cv-00324-C,

Dear Ms. Jones:

Please find enclosed two attorney's liens in regard to the above-referenced action.

Thank you.

Very truly yours,

Jillian T. Weiss



October 23, 2017

Dear Customer:

The following is the proof-of-delivery for tracking number **770544687864**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	K.KITE	<b>Delivery location:</b>	313 NE 21ST ST OKLAHOMA CITY, OK 73105
<b>Service type:</b>	FedEx 2Day	<b>Delivery date:</b>	Oct 23, 2017 08:47
<b>Special Handling:</b>	Deliver Weekday		



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**Shipping Information:**

<b>Tracking number:</b>	770544687864	<b>Ship date:</b>	Oct 19, 2017
		<b>Weight:</b>	0.5 lbs/0.2 kg

**Recipient:**  
Kindanne C. Jones  
Oklahoma Attorney General/ Tudor  
313 NE 21st Street  
OKLAHOMA CITY, OK 73105 US

**Shipper:**  
Jillian Weiss  
20 W. 20th Street  
Suite 705  
New York, NY 10011 US

Thank you for choosing FedEx.

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

UNITED STATES OF AMERICA,	)	
	)	
Plaintiff	)	
	)	
RACHEL TUDOR,	)	
	)	
Plaintiff-Intervenor	)	
v.	)	CASE NO. 5:15-CV-00324-C
	)	
SOUTHEASTERN OKLAHOMA	)	
STATE UNIVERSITY, and	)	
	)	
THE REGIONAL UNIVERSITY	)	
SYSTEM OF OKLAHOMA,	)	
	)	
Defendants.	)	

**NOTICE OF ATTORNEY’S LIEN OF  
TRANSGENDER LEGAL DEFENSE & EDUCATION FUND, INC.**

PLEASE TAKE NOTICE that pursuant to 5 Okla. Stat. Ann. §§ 6, 7, Transgender Legal Defense & Education Fund, Inc. (“TLDEF”), asserts an Attorney’s Lien on these causes of action, settlement, and any verdict or judgment herein, for attorney fees and expenses in the course of its representation of Plaintiff-Intervenor Rachel Tudor (“Dr. Tudor”) in these causes of action. This lien includes attorney fees for services rendered by the Law Office of Jillian T. Weiss, P.C., on behalf of Plaintiff-Intervenor Rachel Tudor, which have all been assigned to Transgender Legal Defense & Education Fund, Inc. The extent of the lien for attorney fees shall be limited to the appropriate portion of the contingency fee of one-third of any settlement or award (gross before costs), as set forth in the retainer agreement with TLDEF signed by Dr. Tudor on August 31, 2016, as well as expenses.

Dated: October 19, 2017

s/ Jillian T. Weiss \_\_\_\_\_  
 Jillian T. Weiss  
 Executive Director  
 Transgender Legal Defense & Education Fund, Inc.  
 20 W. 20<sup>th</sup> Street  
 Suite 705  
 New York, New York 10011  
 (646)862-9396  
 Fax: (646)930-5654  
 jweiss@transgenderlegal.org  
 Admitted Pro Hac Vice



Donna Levinsohn &lt;dlevinsohn@transgenderlegal.org&gt;

**Tudor Fee Petition**

1 message

**Dolph Goldenburg** <dgoldenburg@transgenderlegal.org>  
To: Ezra Young <ezra@ezrayoung.com>, ezrayoung@gmail.com  
Cc: "Hyland, Nicole" <nhyland@fkks.com>

Wed, Jun 20, 2018 at 5:35 PM

Dear Ezra:

I write on behalf of Transgender Legal Defense & Education Fund ("TLDEF"). I am copying Nicole Hyland, TLDEF's attorney, on this letter, to make clear that you may respond to this communication without violating any ethical constraints that would preclude you from communicating directly with me regarding the above matter. However, please copy Ms. Hyland on any response.

We recently learned that a judgment ("Judgment") (a copy of which is attached) was entered in Dr. Tudor's favor on June 6, 2018, in the sum of \$420,081.54. From your email dated November 20, 2017, we were waiting for you to pass on instructions from the Court regarding fee petition deadlines.

As you may know, TLDEF's retainer agreement with Dr. Tudor, dated August 31, 2016 ("Retainer Agreement") (a copy of which is attached), expressly provided in Paragraph 26, at page 8, that although Dr. Tudor had the right to discharge us at any time, if a monetary recovery were made after any such discharge, Dr. Tudor "must notify TLDEF within 14 days of any settlement or judgment, and . . . must include TLDEF's services in any fee application to applicable tribunals or courts."

Since we were not notified that the Judgment had been entered nor of the applicable deadlines, we expect that you will include TLDEF's services, and its attorneys' fees and expenses incurred, in any fee application you make on Dr. Tudor's behalf (either today or at any later date), as required by the terms of the Retainer Agreement, in the following amounts:

For attorneys' fees, TLDEF seeks the sum of \$119,770, representing 342.2 hours of time that you -- and only you -- spent on the matter from August 31, 2016 (the date of the retainer and of TLDEF's appearance in the matter, see ECF 118-119) through May 16, 2017, billed at the rate of \$350 per hour that TLDEF applied internally to your time. Those hours, and the underlying time entries you made contemporaneously, are all set forth on the next two documents attached: one extracted from Evernote, covering the period from August 31, 2016 through January 31, 2017 (totaling 229.3 hours), and one setting forth your entries for the Tudor matter in TLDEF's TimeBilling X system, covering the period from April 5, 2017 through May 16, 2017 (totaling 112.9 hours). (We are not seeking recovery of any fees for the period from February 1, 2017 through April 4, 2017.)

We wish to emphasize that to avoid duplicative charges, and to avoid any possible dispute with you or with defendants about the nature, amount, or reasonable value of the time billed on this matter during the relevant period by TLDEF's former Executive Director, Jillian Weiss, we are not seeking recovery of any fees for Ms. Weiss's time during that period. In addition, and also in the interest of keeping our request as simple as possible, we are not seeking recovery of any attorneys' fees (whether arising from your time billed on the matter or Ms. Weiss's time) that were incurred on the matter prior to August 31, 2016, whether at Ms. Weiss's old firm or at TLDEF.

For expenses, we seek recovery of the sum of \$3,236.68 in expenditures actually incurred on this matter during the period from August 31, 2016 through May 2, 2017, as summarized on the attached Excel spreadsheet. (I will send you the backup documentation of those expenses by a separate email.)

Thus, the total that TLDEF seeks and that you should include in any fee application you make on plaintiff's behalf, is \$123,006.68 (\$119,770 in attorneys' fees, plus \$3,236.68 in expenses incurred).

We strongly urge you to put any disputes you may have with TLDEF to rest and avoid a public airing of those disputes -- something that would benefit neither of us, let alone Dr. Tudor -- by complying, on Dr. Tudor's behalf, with the provisions of her Retainer Agreement with TLDEF.

Thank you in advance for your cooperation.

Sincerely,

Dolph W. Goldenburg  
Interim Executive Director

C: Nicole Hyland

Attachments:

TLDEF Retainer

Ezra Young records via Time BillingX

Tudor Expenses 09-06-16 to 05-02-17

Tudor Judgement

Dolph Ward Goldenburg  
Interim Executive Director

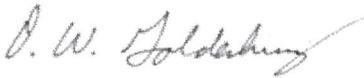
Transgender Legal Defense  
& Education Fund, Inc.

20 West 20th Street  
Suite 705  
New York, New York 10011

t: 646.862.9396 x 101  
c: 215.913.5171  
f: 646.930.5654  
e: dgoldenburg@transgenderlegal.org  
w: transgenderlegal.org

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8 attachments



clip\_image001.png  
17K



TLDEF Logo leetle.jpg  
3K

-  Letter to E Young - Tudor Fee Petition-c.docx  
114K
-  Tudor Judgment.pdf  
70K
-  TLDEF Retainer 8-31-16 (Tudor) (1).pdf  
127K
-  Ezra Young Tudor TimeBillingX \_ Simple Time Tracking \_ timeentries.pdf  
128K
-  TLDEF timesheets, Ezra Young, 8.31.16 - 1.31.17.pdf  
136K
-  Tudor Expenses 09-06-16 to 05-02-17.pdf  
42K

Filters

01 of June of 2016 to 30 of June of 2018

Client

Tudor

96 Records ✓ Worked Hours: 112h 59m | ✓ Billable Hours: 112h 54m

Project

All

Filtered by: Client: Tudor User: Ezra Young

Account Manager

All

User

Ezra Yo...

#438 | May 16, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Review GG filings to identify if OK has taken public stance that can be used to sway DOJ in Tudor strategy. Mark up brief. Email to DOJ to initiate discussions re settlement.

Worked Hrs. 00h 32m Billable Hrs. 00h 30m

Hourly Rate: \$ 350.00

#442 | May 16, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Review new order from Court re: scheduling extension. Add to file.

Worked Hrs. 00h 03m Billable Hrs. 00h 06m

Hourly Rate: \$ 350.00

#444 | May 16, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email back to DOJ re settlement next steps.

Worked Hrs. 00h 06m Billable Hrs. 00h 06m

Hourly Rate: \$ 350.00

#448 | May 16, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Call with DOJ-CR re next steps in settlement discussions. Notes from conversation to file.

Worked Hrs. 00h 12m Billable Hrs. 00h 12m

Hourly Rate: \$ 350.00

#428 | May 15, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email to client confirming receipt of full health plan document. Quick skim of plan document--no clear exclusion of coverage for transition care.

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m****Hourly Rate:** \$ 350.00

#406 | May 12, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Call with JW on DOJ negotiations. Call with client to get permission for 3 to 6 months of extension. FU email to client.

Worked Hrs.

**00h 48m**

Billable Hrs.

**00h 48m****Hourly Rate:** \$ 350.00

#414 | May 12, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Call with DOJ.

Worked Hrs.

**00h 18m**

Billable Hrs.

**00h 18m****Hourly Rate:** \$ 350.00

#415 | May 12, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email to client re: medical issue.

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m****Hourly Rate:** \$ 350.00

#418 | May 12, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Review health insurance plan documents.

Worked Hrs.

**00h 30m**

Billable Hrs.

**00h 30m****Hourly Rate:** \$ 350.00

#391 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email back to client re: passport and DOJ strategy.

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m****Hourly Rate:** \$ 350.00

#392 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email to Brittany Novotny reminding her about birth certificate issue and passing on copy of RT's 2017 passport.

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m****Hourly Rate:** \$ 350.00

#393 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Review follow up email from Brittany Novotny re: RT birth certificate issue.

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m****Hourly Rate:** \$ 350.00

#394 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Call with DOJ-CR on DOJ's planned call with OAG. Notes to file.

Worked Hrs.

**00h 18m**

Billable Hrs.

**00h 18m****Hourly Rate:** \$ 350.00

#395 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Legal research on FRE 407 (subsequent remedial measures barred where admission sought to prove negligence/culpable conduct, but exceptions where sought to prove, inter alia, feasibility of alternatives which can be used as evidence to support a disparate impact claim).

Worked Hrs.

**01h 36m**

Billable Hrs.

**01h 36m****Hourly Rate:** \$ 350.00

#401 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Call with DOJ-CR.

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m****Hourly Rate:** \$ 350.00

#404 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**14h 00m**

Billable Hrs.

**14h 00m**

Research on DOJ limits on settling enforcement actions.

**Hourly Rate:** \$ 350.00

#407 | May 11, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 42m**

Billable Hrs.

**00h 42m**

Brainstorming options to move forward with DOJ. Email to AT requesting time to talk.

**Hourly Rate:** \$ 350.00

#376 | May 10, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Email to DOJ re: status of extended settlement discussions.

**Hourly Rate:** \$ 350.00

#388 | May 10, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Call with client re: update on DOJ plan for new settlement conference. Rachel gave authorization to go ahead with conference.

**Hourly Rate:** \$ 350.00

#389 | May 10, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Email to all counsel giving Tudor's consent to settlement conference plan proposed by the US.

**Hourly Rate:** \$ 350.00

#362 | May 09, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Research memo on standard for seeking redposition of fact witness and standard for seeking redeposition of 30b6 witness.

Call with DOJ about possibly pursuing settlement discussions again with Defendants. Call with Tudor about DOJ call. Attempt to call back Allan but no answer.

Worked Hrs.	Billable Hrs.
<b>02h 03m</b>	<b>02h 06m</b>

**Hourly Rate:** \$ 350.00

#369 | May 09, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email to DOJ and OAG--proposing 2 wk extension for possible settlement discussions.

Worked Hrs.	Billable Hrs.
<b>00h 06m</b>	<b>00h 06m</b>

**Hourly Rate:** \$ 350.00

#337 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

scheduling coordination call with DOJ-CR.

Worked Hrs.	Billable Hrs.
<b>00h 06m</b>	<b>00h 06m</b>

**Hourly Rate:** \$ 350.00

#338 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Meeting with JW--update on settlement conference.

Worked Hrs.	Billable Hrs.
<b>00h 30m</b>	<b>00h 30m</b>

**Hourly Rate:** \$ 350.00

#339 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Onboarding AH to litigation as well as update on next steps in Tudor. FU email to AH on next steps in Tudor.

Worked Hrs.	Billable Hrs.
<b>01h 06m</b>	<b>01h 06m</b>

**Hourly Rate:** \$ 350.00

#340 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Review docket entry on failure to settle.

**Hourly Rate:** \$ 350.00

#343 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 25m**

Billable Hrs.

**00h 24m**

Prep for meeting with DOJ.

**Hourly Rate:** \$ 350.00

#345 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 17m**

Billable Hrs.

**00h 18m**

Cotnined prep for DOJ call on next steps in litigation.

**Hourly Rate:** \$ 350.00

#348 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 30m**

Billable Hrs.

**00h 30m**

Continued prep for DOJ call. Call with DOJ on next steps in litigation.

**Hourly Rate:** \$ 350.00

#349 | May 08, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 22m**

Billable Hrs.

**00h 24m**

Call with client re: next steps in litigation.

**Hourly Rate:** \$ 350.00-----  
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#352 | May 06, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**09h 00m**

Billable Hrs.

**09h 00m**

Travel time. OKC to NYC

**Hourly Rate:** \$ 350.00

#353 | May 05, 2017

Billed # 16 (/#invoices/16)

Worked Hrs.

14h 00m

Billable Hrs.

14h 00m

**Tudor** Tudor - Litigation

Settlement conference.

**Hourly Rate:** \$ 350.00

#354 | May 05, 2017

Billed # 16 (/#invoices/16)

Worked Hrs.

00h 24m

Billable Hrs.

00h 24m

**Tudor** Tudor - Litigation

Final pre-conference prep meeting with client.

**Hourly Rate:** \$ 350.00

#360 | May 05, 2017

Billed # 16 (/#invoices/16)

Worked Hrs.

00h 12m

Billable Hrs.

00h 12m

**Tudor** Tudor - Litigation

Summary email to JW (forwarded to AH) on settlement conference.

**Hourly Rate:** \$ 350.00

#355 | May 04, 2017

Billed # 16 (/#invoices/16)

Worked Hrs.

07h 00m

Billable Hrs.

07h 00m

**Tudor** Tudor - Litigation

Travel from NYC to OKC.

**Hourly Rate:** \$ 350.00

#356 | May 04, 2017

Billed # 16 (/#invoices/16)

Worked Hrs.

01h 24m

Billable Hrs.

01h 24m

**Tudor** Tudor - Litigation

Pre-settlement conference planning meeting with DOJ-CR attorneys.

**Hourly Rate:** \$ 350.00

#336 | May 03, 2017

Billed # 16 (/#invoices/16)

Worked Hrs.

06h 14m

Billable Hrs.

06h 12m

**Tudor** Tudor - Litigation

Continue review and revise claims/defenses memo. Meeting with JW to discuss pressure points for insurer and EY settlement authority.

**Hourly Rate:** \$ 350.00

#314 | May 02, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Return email to client re: RUSO job opening.

**Hourly Rate:** \$ 350.00

#316 | May 02, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 57m**

Billable Hrs.

**01h 00m**

Review and revise legal cheat sheet for Tudor settlement conference.

**Hourly Rate:** \$ 350.00

#325 | May 02, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 50m**

Billable Hrs.

**00h 48m**

Review and revise Tudor claims/defenses memo.

**Hourly Rate:** \$ 350.00

#330 | May 02, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**01h 07m**

Billable Hrs.

**01h 06m**

Continue review and revise settlement claims/defenses chart.

**Hourly Rate:** \$ 350.00

#278 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Follow up email to Melissa (Equivity) on binder status.

**Hourly Rate:** \$ 350.00

#282 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Email to all office reminding office of need to be quiet at 3pm for judge conference call.

**Hourly Rate:** \$ 350.00

#287 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 11m**

Billable Hrs.

**00h 12m**

Prep for call with Judge Goodwin.

**Hourly Rate:** \$ 350.00

#290 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Email to Melissa (Equivity) on the binder organization.

**Hourly Rate:** \$ 350.00

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#294 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 54m**

Billable Hrs.

**00h 54m**

Call with Judge Goodwin. Call with client. Call with Allan Townsend re: call with Judge Goodwin.

**Hourly Rate:** \$ 350.00

#304 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Check in email with Brittany Novotny on birth certificate issue,

**Hourly Rate:** \$ 350.00

#305 | May 01, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

FU email w/ Brittany Novotny on birth certificate issue.

**Hourly Rate:** \$ 350.00

#243 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

EY call with AT at DOJ-CR. EY advised of call scheduled with Judge Goodwin on 5/1/17.

**Hourly Rate:** \$ 350.00

#244 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Logistics and substantive prep for settlement conference update email to client.

**Hourly Rate:** \$ 350.00

#245 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Call back from AT to clarify purpose of call with Judge Goodwin and DOJ's nonparticipation.

**Hourly Rate:** \$ 350.00

#246 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**01h 35m**

Billable Hrs.

**01h 36m**

Continued legal research and drafting of memo on availability of reinstatement with tenure as ideal remedy under Title VII.

**Hourly Rate:** \$ 350.00

#249 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 42m**

Billable Hrs.

**00h 42m**

Explain and give assignment to intern--chart of law issues for settlement conference.

**Hourly Rate:** \$ 350.00

#250 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 36m**

Billable Hrs.

**00h 36m**

Availability of remedy research--reinstatement w/ tenure and promotion.

**Hourly Rate:** \$ 350.00

#253 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**01h 06m**

Billable Hrs.

**01h 06m**

Continued work on tenure remedy availability memo.

**Hourly Rate:** \$ 350.00

#257 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**01h 17m**

Billable Hrs.

**01h 18m**

Continued work on tenure remedy memo.

**Hourly Rate:** \$ 350.00

#270 | April 28, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Check in with Jazmine on Tudor settlement prep memo.

**Hourly Rate:** \$ 350.00

#187 | April 27, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 30m**

Billable Hrs.

**00h 30m**

Meeting with law clerk to give assignment--research memo on magistrate judge.

**Hourly Rate:** \$ 350.00

#190 | April 27, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Coordinate time to speak on Monday with Judge Goodwin via email w/ clerk.

**Hourly Rate:** \$ 350.00

#192 | April 27, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Correspondence with Melissa (Equity) on binder assignment.

**Hourly Rate:** \$ 350.00

#236 | April 27, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email to law clerk on Goodwin memo.

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m****Hourly Rate:** \$ 350.00

#237 | April 27, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Research memo on reinstatement as remedy in Title VII cases.

Worked Hrs.

**00h 50m**

Billable Hrs.

**00h 48m****Hourly Rate:** \$ 350.00

#182 | April 26, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Prep for meeting with DOJ

Worked Hrs.

**00h 30m**

Billable Hrs.

**00h 30m****Hourly Rate:** \$ 350.00

#183 | April 26, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Call with DOJ-CR. Email to Judge Goodwin's clerk requesting time to speak.

Worked Hrs.

**00h 24m**

Billable Hrs.

**00h 24m****Hourly Rate:** \$ 350.00

#184 | April 26, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Send binder assignment to Melissa (Equivity).

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m****Hourly Rate:** \$ 350.00

#186 | April 26, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Doc Review.

Worked Hrs.

**01h 54m**

Billable Hrs.

**01h 54m****Hourly Rate:** \$ 350.00

#169 | April 25, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Return email to client re: birth certificate and authorization on letter to court.

**Hourly Rate:** \$ 350.00

#170 | April 25, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Review name change documents sent by client. Email to Brittany Novotny following up on Chickasaw Nation issue.

**Hourly Rate:** \$ 350.00

#173 | April 25, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**03h 20m**

Billable Hrs.

**03h 18m**

Document review. Checkin meeting with Logikcull staff on use of software for Tudor ESI production.

**Hourly Rate:** \$ 350.00

#176 | April 25, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**01h 00m**

Billable Hrs.

**01h 00m**

Revise settlement letter. Email letter to Court. Review settlement letters from DOJ and OAG. Email to client. Update email to JW.

**Hourly Rate:** \$ 350.00

#158 | April 24, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Coordinate meeting time with DOJ-CR.

**Hourly Rate:** \$ 350.00

#161 | April 24, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 36m**

Billable Hrs.

**00h 36m**

Call with DOJ-CR.

**Hourly Rate:** \$ 350.00

#162 | April 24, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 24m**

Billable Hrs.

**00h 24m**

Prep for DOJ-CR call.

**Hourly Rate:** \$ 350.00

#163 | April 24, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 48m**

Billable Hrs.

**00h 48m**

Review and revise settlement letter to Court. Email new draft to client.

**Hourly Rate:** \$ 350.00

#165 | April 24, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Email client re: next steps with birth certificate issues.

**Hourly Rate:** \$ 350.00-----  
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#151 | April 23, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**03h 00m**

Billable Hrs.

**03h 00m**

Review and revise settlement letter. Email to DOJ. Email to client.

**Hourly Rate:** \$ 350.00

#150 | April 22, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Correspondence with DOJ.

**Hourly Rate:** \$ 350.00

#143 | April 21, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**04h 24m**

Billable Hrs.

**04h 24m**

In person preparation of client for settlement conference. Overview of expectations and strategy.

**Hourly Rate:** \$ 350.00

#144 | April 21, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**03h 30m**

Billable Hrs.

**03h 30m**

Continued in person meeting with client prepping for settlement conference. Practice questions and provided answers to client concerns about sensitive issues that might come up.

**Hourly Rate:** \$ 350.00

#147 | April 21, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Review counter-offer letter from OAG.

**Hourly Rate:** \$ 350.00

#148 | April 21, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Correspondence with DOJ.

**Hourly Rate:** \$ 350.00

#141 | April 20, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 40m**

Billable Hrs.

**00h 42m**

Draft open settlement letter to court.

**Hourly Rate:** \$ 350.00

#142 | April 20, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**06h 00m**

Billable Hrs.

**06h 00m**

Draft settlement letter.

**Hourly Rate:** \$ 350.00

#129 | April 19, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

Update email to JW.

**Hourly Rate:** \$ 350.00

#130 | April 19, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Email to Brittany Novotny re: birth certificate--asking her to take care of liaison with Nation if possible.

**Hourly Rate:** \$ 350.00

#134 | April 19, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**04h 42m**

Billable Hrs.

**04h 42m**

Settlement prep with client.

**Hourly Rate:** \$ 350.00

#113 | April 17, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 36m**

Billable Hrs.

**00h 36m**

Initial brainstorming of letter to Magistrate. Prep for DOJ Meeting.

**Hourly Rate:** \$ 350.00

#115 | April 17, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 36m**

Billable Hrs.

**00h 36m**

Call with DOJ planning for settlement conf.

**Hourly Rate:** \$ 350.00

#116 | April 17, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 16m**

Billable Hrs.

**00h 18m**

Call with client.

**Hourly Rate:** \$ 350.00

#117 | April 17, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 15m**

Billable Hrs.

**00h 18m**

Draft letter to chambers for settlement.

**Hourly Rate:** \$ 350.00-----  
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#100 | April 14, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

FU email to Dixie Coffey.

**Hourly Rate:** \$ 350.00

#38 | April 07, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 12m**

Billable Hrs.

**00h 12m**

ESI doc dump doc review.

**Hourly Rate:** \$ 350.00

#16 | April 06, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 32m**

Billable Hrs.

**00h 30m**

Call with Brittany Novotny on birth certificate issue. Email to client.

**Hourly Rate:** \$ 350.00

#21 | April 06, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m**

Correspondence w/ client.

**Hourly Rate:** \$ 350.00

#9 | April 05, 2017

Billed # 16 (/#invoices/16)

**Tudor** Tudor - Litigation

Email to Adelle Fontenet requesting referral for Indian Law practitioner for vital records issue in OK. Did not disclose client or nature of issue, requested absolute discretion.

Worked Hrs.

**00h 06m**

Billable Hrs.

**00h 06m****Hourly Rate:** \$ 350.00

#15 | April 05, 2017

Billed # 16 (#invoices/16)

**Tudor** Tudor - Litigation

Research on indian law practiioners in Oklahoma. Cursory research on Chickasaw Nation legal support services. Research any recent changes to CDIB documentation/ BIA processes.

Worked Hrs.

**01h 06m**

Billable Hrs.

**01h 06m**

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**Hourly Rate:** \$ 350.00

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No further data

<b>Date</b>	<b>Hours</b>	<b>Service</b>
8/31/16	.4	File motion to extend time to file.
8/31/16	12.1	Draft motion to compel re: Ogden dep. 6.05am to 12pm 12.30pm to 6.45pm
9/1/16	1.2	Invoicing of deposition trip receipts. Meeting with Tabytha to explain receipts.
9/1/16	2.6	Draft intervention filings. Legal research (intervention status, review filings in TX v. US, O'Connor opinions on intervention). FU with potential leads on local counsel. 8.20am to 11am
9/2/16	.3	Emails with Howard Zelbo. Email to potential local. 9.38pm to 9.57pm
9/2/16	0.3	Research on Intervenor denial in NC case. 12.15pm to 12.37pm
9/2/16	.9	Emails with DOJ to schedule call on 9/3/16. Emails and voicemails left with potential local counsel. Return emails with Howard Zelbo coordinating immediate responses to potential local counsel.
9/2/16	.9	Legal research on collateral estoppel.
9/2/16	1.7	Local counsel request follow up. Mike Gibson (nothing), Kyle Velte, Anthony Garza, Emails with Kyle Velte. 2.16pm to 4.07pm
9/3/16	.2	Email to client summarizing next steps and DOJ call.
9/3/16	1.6	Preparation for call with DOJ. Continued legal research on collateral estoppel and res judicata. Email to Jill. Call to Jill.
9/3/16	2.6	Call with DOJ. FU call with Jill. Respond to Jill's emails on intervention status. Email to DOJ passing on authorities on intervention
9/4/16	.2	Email to Steph (intern) re: work this week.
9/4/16	.2	Respond to DOJ email seeking time for a conference call this evening. Text to Jill to bring her up to speed on conference call this evening.

<b>Date</b>	<b>Hours</b>	<b>Service</b>
9/4/16	0.4	Put together research questions for Steph. 12.20pm to 12.47pm
9/4/16	1.1	Put together research tasks for Steph. Prep for call with DOJ. DOJ call. Quick return call to Jill. 5.29pm to 6.35pm
9/5/16	.1	Check in email with potential local for ND Texas.
9/5/16	.2	Prepare documents for intern. Respond to intern questions on research. 12.39pm to 12.52pm
9/5/16	1.1	Conferral meeting with Jill on next steps on intervention in ND Tex. Draft additional intervention materials (motion to proceed w/o local counsel); Motion to intervene. 1.31pm to 2.41pm
9/5/16	3.6	Continued legal research on motion to intervene and articulation of claim in ND Texas. Email with Richard (potential local). Work on draft complaint in intervention. .1 Meeting with Steph to explain intervention needs.
9/6/16	0.1	continued work on complaint in intervention. 6.40am to 6.50am
9/6/16	.1	Email to client explaining order.
9/6/16	.1	Clarification email to Valerie on ESI.
9/6/16	.1	Email to Rachel —re settlement position.
9/6/16	.1	FU email with Marie Galindo. Set time to talk tomorrow morning re: local counsel.
9/6/16	.2	Continued work on complaint in intervention. 8.32am to 8.45am
9/6/16	.2	Review and revise complaint in intervention. Legal research.
9/6/16	0.3	Review of Cauthron order.  Housekeeping tasks for Tudor litigation (gather dep files for DOJ to share, identify first test ESI label for emails, request transcripts for Scofous and McM deps).  12.06pm to 12.24pm.

Date	Hours	Service
9/6/16	0.3	Call with DOJ re: intervention motion and next steps in Tudor OKLA litigation. 4.20pm to 4.40pm
9/6/16	0.5	Prep for call with DOJ. Call with DOJ. Discussion with Jill re: DOJ call. Email draft complaint in intervention to DOJ. 11.26am to 12.05pm
9/6/16	.5	Outreach (phone call, brief convo, plan to speak later today) to Jim Rolfe. Research on Jim Rolfe. <u>214-202-0088</u>
9/6/16	.5	Call to client. 5.40pm to 6.14pm
9/6/16	.5	Review and revise complaint in intervention. Email to Jill. 6.15pm to 6.45pm
9/6/16	1.1	Review Ogden deposition transcript.
9/6/16	1.2	Prepare pro hac vice application for ND Texas. Review and revise motion to intervene. Legal research on collateral estoppel issue. Call with Jim Rolfe, email to Jim Rolfe. FU emails with other potential local counsel 3.03pm to 4.15pm
9/6/16	2.0	Continued work on drafting complaint in intervention. 9.20am to 11.25am
9/7/16	.1	Email to Howard Zelbo to inform him that we have secured local counsel.
9/7/16	.1	Email to client notifying her of local counsel.
9/7/16	0.4	Meeting with Cindi Crieger. 11.34am to 12pm
9/7/16	.5	Meeting with Steph re: new tasks for Tudor intervention in ND Tex.
9/7/16	0.6	Prep for call with Marie Galindo. Call with Marie Galindo. FU email to Marie. Draft local counsel agreement. 10.20am to 11.01am
9/7/16	.6	Review and revise filings for ND Texas.

<b>Date</b>	<b>Hours</b>	<b>Service</b>
9/7/16	0.7	Revisions to Motion to Intervene. Reply to email from Howard. 7.45am to 8.38am
9/7/16	1.1	Review ESI files and attempt to identify by file identifiers. 9.01am to 10.10am
9/7/16	1.3	Draft letter requesting conferral. Send out letter via email.
9/8/16	.1	Email to client advising of status of intervention.
9/8/16	.3	Respond to conferral emails from DOJ and TX AG.
9/8/16	0.4	call with Rebecca Robertson. 3.38pm to 4.04pm
9/8/16	.5	Emails with local counsel re retainer, planning local counsel call.
9/8/16	1.5	Research on DOJ lawyers in Texas matter. Review of TX filings. 5.32pm to 7pm
9/8/16	1.7	Revisions to filings for ND Texas. 8.27am to 10.14am
9/9/16	.1	Email to Cindi Creiger re timing of filing.
9/9/16	.3	Continue to review docket entries in ND Tex litigation.
9/9/16	0.3	Continue to review docket entries in ND Tex litigation. 9.56am to 10.18am
9/9/16	0.5	Upload and review files from OAG. 3.57pm to 4.30pm
9/9/16	1.2	Review TX AG filings. Email to client. Email to DOJ and Jill.
9/9/16	1.4	Prep for DOJ call. DOJ call. Email to Oklahoma DOJ team on pre-conferral call and settlement position. Call with Rachel re conferral call and settlement position. 2.05pm to 3.27pm
9/11/16	1.3	Continue to review and revise filings for ND Texas (motion for opposed intervention). Continued legal research on permissive intervention and joinder of claims. 4.20pm to 5.29pm

<b>Date</b>	<b>Hours</b>	<b>Service</b>
9/11/16	2.3	Review and revise filings for ND Texas. Legal research on permissive intervention in 5th cir/ ND Texas.  2.40pm to 4pm
9/12/16	.1	Email to Ben Berwick re: permissive intervention in ND Texas.
9/12/16	.1	Email to Austin Nimrocks requesting follow up on conferral.
9/12/16	.1	Return email to local counsel on next steps.
9/12/16	.1	Email to Austin Nimocks (again) advising of attempts to get in touch.
9/12/16	0.1	Review of press release info.  11.48am to 11.57pm
9/12/16	.1	Media follow up with Cindi Creiger.
9/12/16	.2	Conferral call with Ben Berwick.
9/12/16	.2	Call to client to advise of conferral call this morning; outline request for signature and review of filings for ND Tex.
9/12/16	.2	Conferral call with Austin Nimrocks, send Austin copies of drafts for review.
9/12/16	.3	Check ND Tex filings for compliance with local rules.
9/12/16	0.3	Input edits to ND Tex filings (Austin's statement on opposition).  2.13pm to 2.30pm
9/12/16	.9	Emails with local counsel re: edits to ND Tex filings. Edits to ND Tex filings. Emails with Ben Berwick re showing DOJ proposed filings for ND Tex.
9/12/16	1.8	Draft Notice of Related Case for WD Okla. File in ND Tex.  2.31pm to 4.15pm
9/12/16	2.7	Review and revise ND Tex filings. Review filings with Jill. Sent drafts to local counsel, Rachel, and Allan and Oklahoma DOJ team.  6.45am to 9.30am
9/13/16	.1	Review order from ND Tex re briefing in the Texas matter.
9/13/16	0.2	Notice to WD Okla of Filings in ND Tex.  3.06pm to 3.20pm

<b>Date</b>	<b>Hours</b>	<b>Service</b>
9/13/16	1.2	Look into local rule on judge's copies of documents. Create binder with ECF Doc 67 and attachments, write cover letter, hand off to Tabytha for mailing.  1.45pm to 2.56pm
9/14/16	.2	Review press release updates from Cindi.
9/14/16	.2	Review Ds' motion for extension of time to file answer to Ps' complaint.
9/14/16	.5	Review DOJ filing in ND Tex, mark for follow up with client.
9/15/16	.1	Email to client re DOJ filing in Tex.
9/19/16	.1	Return email to AT re: discussing settlement.
9/19/16	0.1	Respond to client email.  3.57pm to 4.04pm
9/19/16	.4	Call with DOJ re settlement position for Tudor.
9/20/16	0.5	Call with client.  12.31pm to 1.06pm
9/20/16	.1	Listen to VM from AT. Return email, advise will get back to him later this week on emails.
9/20/16	.3	Review P filings in district court. Send on to Rachel for review.
9/20/16	.3	Return email to client re: what to tell DOJ.
9/23/16	.2	Review DOJ filing in ND Tex; send filing to client.
9/27/16	.1	Email to Dixie Coffey to request time to confer on settlement.
9/27/16	.3	Emails with Dixie Coffey to set up call to discuss settlement terms. Emails with local counsel in ND Texas to discuss meeting up and hearing on Friday.
9/27/16	.9	Email notice to client. Call with client to discuss hearing. Email to local counsel to coordinate hearing attendance on Friday.
9/28/16	.3	Email to DOJ re: next steps in settlement discussions, Texas hearing, and contact for Friday.
10/2/16	.1	Email dep transcripts to client.
10/3/16	.1	Email to local counsel re: next steps and passing on brief from Saks.
10/3/16	.1	Respond to email from JW re next steps re DOJ response to Tudor motion to intervene.

Date	Hours	Service
10/3/16	.3	Return email to JW re: TX v. US intervention.
10/3/16	0.6	Call with Ben Berwick. Email to Jill. 10.57am to 11.35am
10/3/16	1.2	Review DOJ response to intervention motion. Legal research on cases cited in support of D's opposition motion. Email to JW. Email to client. 5.25pm to 6.40pm
10/4/16	.3	DOJ email re: settlement talk with OAG.
10/6/16	0.5	Prep for DOJ meeting. DOJ meeting. Advise JW as to substance of meeting. 10.58am to 11.28am
10/12/16	0.1	Outline motion responses. 10.40am to
10/12/16	0.3	Mark up briefs in prep to outline responses. 11.24am to 11.40am
10/12/16	.6	Call with client.
10/13/16	3.8	Outline responses to opposition to motion to intervene; legal research. 8.20am to 12.10pm
10/13/16	4.8	Continue to outline responses; legal research. 1pm to 3pm 3.23pm to 6.13pm
10/14/16	1.1	continue to outline responses; legal research. 8.42am to 9.47am
10/17/16	14.4	Draft response to opposition motion for Defendants. Legal research. Correspondence with local counsel. Edits to motions. File motions. 5.45am to 10.31am 10.40am to 11.30pm 12pm to 6.30pm 7.10pm to 9.30pm

<b>Date</b>	<b>Hours</b>	<b>Service</b>
10/18/16	.1	Return email to AT.
10/18/16	.2	Call with DOJ-CR re: settlement in Tudor.
10/18/16	.3	Email to DOJ-CR to follow up on invitation from OAG to submit settlement offer. Call with client.
10/19/16	.1	Return email to local for NDTex.
10/19/16	3.6	Review order from NDTex. Email to client. Email to DOJ. Email to JW. Email to MG. Email to client. Draw up notes for discussion later today.
10/19/16	4.2	Legal research on potential motion in ND Tex.; Emails with local counsel, call with local counsel; Call with DOJ-CR re "clarification motion."; Conversation with JW. FU emails with local counsel; Call with client.
10/20/16	.1	Email to DOJ-CR re: settlement.
10/20/16	0.7	Legal research. Begin outline of motion. 11.14am to 12pm
10/20/16	0.9	Continued legal research on due process intervention issue. 8.33am to 9am 9.30am to 10am
10/20/16	1.3	Review notice of appeal filed by ND Tex Ds. Correspondence with local counsel and JW. Correspondence with client. Legal research.
10/20/16	4.6	Begin draft of motion for ND Tex.; Corr. with local counsel; Corr. with DOJ-CR. Corr with DOJ-Civ.; Corr with Chase Strangio (ACLU) re: strategy. Corr with OAG—re settlement offer. Corr with client. 12.25pm to 5.10pm
10/23/16	.3	Call with Paul Smith re: next steps in Tudor appeal.
10/24/16	3.5	Email with DOJ, call with DOJ, meeting with JW. Review Texas filing in ND Tex case (email to all).
10/25/16	0.6	Begin draft filing for ND Texas. 9.50am to 10.30am
10/25/16	2.4	Review (again) Texas filing in ND Tex case, call with client, call with AT at DOJ, meeting with JW.
10/25/16	2.5	Draft response. 1.43pm to 4.19pm
10/25/16	2.6	Emails with DOJ re DOJ motion to WD Okla asking to lift stay. Review of draft DOJ motion. Review of Motion. Send on DOJ filings to local counsel in ND Tex and client. Discussion with JW.

<b>Date</b>	<b>Hours</b>	<b>Service</b>
10/26/16	.1	Email to Jill re accounting of litigation expenses and JW hours for possible settlement talks.
10/26/16	2.9	Legal research and draft Tudor filing for ND Texas.
10/27/16	.1	Return email to AT.
10/27/16	.2	Call with DOJ-CR. Send email with draft notice to DOJ-CR.
10/27/16	1.6	Final edits to request for ruling motion. Call with AT at DOJ-CR. Call with Client. File motion requesting ruling with ND Texas.
10/28/16	.3	Email to Cindi re possible media strategy for Tudor case.
10/31/16	.3	Research on cert question re: 5th Cir DOJ appeal.
11/3/16	.1	Email to client re NOA.
11/3/16	.2	Email to Ben Berwick and Marie Galindo re: notice of protective appeal.
11/3/16	.3	Emails with client, DOJ-CR re: Dixie's no settlement offer position.
11/3/16	.4	Review filing from ND Tex Obamacare denial of intervention decision.
11/3/16	.5	Discuss Quinn coming in as co-counsel for 5th cir appeal with Justine Young; send relevant docs to JY.
11/3/16	1.5	Finalize draft of NOA. File on ECF. Emails with local counsel.
11/20/16	.4	Review order from ND Tex re denial of stay.
11/21/16	.1	Email client notifying of denial of stay and attaching order.
11/23/16	.1	Reschedule meeting with Marie Galindo re: Tudor appeal.
11/23/16	.2	Email to Chase Strangio re amici. Return email to Chase.
11/23/16	.2	Emails with Dru Levasseur about amici support in Tudor 5th Cir appeal.
11/23/16	.5	Begin work on brainstorming outline.
11/23/16	.6	Review stay filed by US in 5th Cir. Pass on to client.
11/25/16	.2	Email to Dru Levasseur requesting amici support in Tudor appeal.
11/25/16	.9	Prep for meeting with Shearman associates. Meeting with Shearman associates re: legal research help.
11/25/16	2.6	Brainstorm issues needing research for 5th circuit brief.

<b>Date</b>	<b>Hours</b>	<b>Service</b>
11/28/16	.2	Billables for Tudor discussion with JW.
11/28/16	.3	Review of billables. Action plan for calculating out expenses.
11/29/16	.1	Email to OAG.
11/29/16	.5	Call with client.
11/29/16	.5	Call with DOJ. FU call with client.
11/29/16	2.8	Legal research, continue outline of 5th circuit brief.
11/29/16	2.9	Continue to outline brief. Review of 5th circuit opinion in TX v. US.
11/30/16	.1	Return email to OAG.
11/30/16	.2	Review certificate good standing for 5th cir admission.
11/30/16	.8	Prepare certificate good standing request forms. Prepare 5th cir appearance form. Emails with MG.
12/5/16	0.1	Work on outline for 5th cir brief. 3.13pm to
12/5/16	2.8	Research for 5th circuit brief.
12/6/16	.7	Call with Cindi Creager and JW re: media training for RT. FU discussion with JW re: organizing trip for Rachel Tudor.
12/6/16	2.6	Research and outlining for 5th Circuit brief.
12/6/16	6.3	Continue to research and outline 5th Circuit appeal. 10.14am to 11.30am  12pm to 5.10pm
12/8/16	.9	Calculation of current damages. Call with client to confirm. Email and call with AT at DOJ-CR to relay info.
12/8/16	4.5	Work on brief outline; legal research.
12/12/16	.2	Review Steph research memo, respond via email.
12/12/16	.2	Confirmed admission status in 5th Circuit. Filed appearance form via ECF.
12/12/16	.4	Review US response to stay filing.
12/12/16	.9	Return email to MG. Emails with client and DOJ-CR
12/13/16	.4	Review outline comments from CE; return email.
12/13/16	1	Call with DOJ_CR. Call with client.
12/14/16	.2	FU emails with client. Call with DOJ-CR (AT on calculation damages).
12/16/16	.3	Return email to Cindi re: press releases in the works.

Date	Hours	Service
12/20/16	0.1	Draft brief. 9am to
12/26/16	4.2	Legal research and brief draft. 11.15am to 12.10pm 12.50pm to 4.15pm
12/27/16	9.9	Work on draft of brief. Legal research. 8.40am to 9.36am 9.50am to 11.20am 12pm to 7.25pm
12/28/16	11.5	Draft brief and legal research. 8.30am to 11.40am 12.20pm to 7.45pm
12/29/16	11.3	Draft brief and legal research. 9.05am to 12.20 1.pm to 9.pm
12/31/16	8.2	Brief.
1/1/17	1.6	Brief. 10.30am to 12.10pm 1.10pm to
1/7/17	.3	Emails with client; review of US filings.
1/7/17	.4	Review of draft Oklahoma Equality brief, correspondence with MW.
1/9/17	.2	Return email to MG re: Tudor appellate brief (assorted issues) and check.
1/9/17	.5	FU research on Oklahoma Equality issues, email to MW.
1/9/17	.9	Revisions to record excerpts, refile on ECF.
1/11/17	.1	Email to paralegal about word limit and timing of response.
1/11/17	.2	Review letters from court to US on caption deficiency.

Date	Hours	Service
1/23/17	.2	Respond to OAG settlement email; pass on to DOJ. Read DOJ response.
1/24/17	.6	Prep for media training for Tudor.
1/28/17	.2	In person meeting with client re: next steps in 5th Cir. appeal.
1/30/17	1.2	Legal research. Emails with JW; Edits to motion opposing opposition/ filing opposition.
1/30/17	5.5	Prep for oral argument. Correspondence re: motion to dismiss Tudor appeal. Legal research.
1/31/17	1.5	Legal research on motion to dismiss appeal. 9.30am to 10.59am
TOTAL	229.3	

	A	B	C
1	<b>Tudor Expenses</b>	<b>TLDEF</b>	<b>09-01-16 to 5-2-17</b>
2	Date	Amount	
3	9/6/16	796.9	Dodson Court Reporting & Video
4	9/29/16	\$23.91	Stripes - gasoline
5	9/30/16	\$13.76	Meal - Chik-fil-A
6	9/30/16	\$131.20	Hampton Inn - Marie Galindo
7	9/30/16	\$181.39	EAN Holdings - Car rental
8	1/13/17	\$612.24	Cockle Legal Briefs
9	9/12/16	\$82.95	9/12/2016 (Paygovamin; Paygovamin; Starbucks)
10	9/13/16	\$40.04	9/13/2016 (office supplies)
11	10/14/16	\$1,052.83	9/29/16-9/30/16 (travel expenses for Sep 29-30 trip)
12	3/15/17	\$493.29	1/24/17-1/28/17 (Tudor travel)
13	3/15/17	\$79.66	2/15/2017 (transportation/meals)
14	5/2/17	\$525.41	4/19/17-4/21/17 (transportation/meals)
15	<b>Total</b>	<b>\$3,236.68</b>	

**DECLARATION OF DONNA LEVINSOHN, ESQ.**

I, Donna Levinsohn, declare as follows:

1. I am Senior Staff Attorney with Transgender Legal Defense & Education Fund, Inc. (“TLDEF”), the former attorneys of record for Plaintiff Rachel Tudor (“Plaintiff” or “Dr. Tudor”) in this action. I am fully familiar with the facts stated herein, based upon my own personal knowledge and upon review of TLDEF’s business records and other documents.

2. I submit this Declaration in support of TLDEF’s Application To Join In Plaintiff’s Fee Request, in order to allow TLDEF to assert its claim for attorney’s fees and expenses, including, if appropriate, a motion to enforce TLDEF’s statutory charging lien against the proceeds of the Judgment herein, pursuant to 5 Okla. Stat. Ann. §§ 6, 7.

3. TLDEF is a non-profit law firm located in New York City that represents and advocates for the transgender community. It is committed to ending discrimination against transgender people, and to achieving equality for transgender people through education and through impact litigation, such as this case. To that end, it undertook Plaintiff’s representation in this important civil rights case in August 2016, pursuant to a Retainer Agreement with Plaintiff dated August 31, 2016 (“Retainer Agreement”), which gives rise to TLDEF’s right to recover attorney’s fees and expenses. (A copy of the Retainer Agreement is annexed as Exhibit No. 1)

4. During the period of TLDEF’s representation, Plaintiff’s present counsel, Ezra Young, Esq., served as TLDEF’s Director of Impact Litigation, representing Dr. Tudor in this case.

5. Mr. Young left TLDEF in May 2017, taking this case with him.

6. TLDEF's rights to recover its attorney's fees and expenses for the legal services it performed for Plaintiff during the representation are fully set forth in Paragraph 23 of the Retainer Agreement. In addition, Paragraph 26 of the Retainer Agreement expressly provides, at page 8, that, although Plaintiff had the right to discharge TLDEF at any time, if a monetary recovery were made after any such discharge, Plaintiff "must notify TLDEF within 14 days of any settlement or judgment, **and . . . must include TLDEF's services in any fee application to applicable tribunals or courts**" (emphasis added). The Retainer Agreement also provides in Paragraph 27 that "[a]ny future agreements modifying the terms of this retainer must be in writing and signed by the party to be charged."

7. TLDEF acted to protect its interest, and its right to attorney's fees herein, by serving a Notice of Attorney's Lien, dated October 19, 2017, upon Defendants pursuant to 5 Okla. Stat. Ann. §§ 6, 7. (A copy of this Notice, together with its cover letter and proof of service, is annexed hereto as Exhibit No. 2.)

8. After this matter was transferred from TLDEF to Mr. Young, TLDEF relied on the provisions of the Retainer Agreement and its statutory charging lien to protect its rights, as well as upon the statement by Mr. Young, in an email dated November 20, 2017 to TLDEF's outside counsel Nicole Hyland, Esq., that, with respect to any applications for attorney's fees "Once we get more clear instructions from the Court as to deadlines I'll pass them on." Accordingly, although the Judgment herein was entered on June 6,

2018 (ECF 293), TLDEF did not learn of its entry until the afternoon of June 18, 2018; Mr. Young never informed TLDEF of the entry of Judgment.<sup>1</sup>

9. Upon learning of the Judgment, TLDEF immediately began searching for counsel who could represent it in this District.

10. On June 20, 2018, TLDEF, by its interim Executive Director Dolph Goldenburg, sent Mr. Young a demand that Plaintiff comply with her obligations under Paragraph 26 of the Retainer Agreement by including TLDEF's services in any motion for an award of statutory attorney's fees. The demand, a copy of which is annexed hereto as Exhibit No. 3, without its exhibits, explained that TLDEF had recently learned of the entry of Judgment, and stated, among other things, that "[s]ince we were not notified that the Judgment had been entered nor of the applicable deadlines, we expect that you will include TLDEF's services, and its attorneys' fees and expenses incurred, in any fee application you make on Dr. Tudor's behalf (either today or at any later date), as required by the terms of the Retainer Agreement," in the amounts stated in TLDEF's demand and documented in the exhibits thereto.

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<sup>1</sup> Although Mr. Young, in his Declaration in support of Plaintiff's fee motion (see ECF 303-1 at n. 1), cites various emails with TLDEF's counsel in November 2017 and April 2018 in which he informed TLDEF that he would not include its services in any fee application he made for plaintiff, TLDEF never agreed (or intended to agree) to modify Paragraph 26 of the Retainer Agreement, or to release Plaintiff from her obligations therein to notify TLDEF of any judgment, and include TLDEF's services in any fee application. Furthermore, the attorney's fees which Plaintiff now seeks are limited to fees arising from the services rendered to Plaintiff by Mr. Young himself during his employment at TLDEF, and, therefore, are not only far lower than those discussed in the emails referenced by Mr. Young, but far simpler, and their inclusion in Plaintiff's fee application would place a far lower burden on Plaintiff and her counsel.

11. Later the same day, Mr. Young declined TLDEF's demand, stating that because of TLDEF's supposedly late outreach, among other reasons, he was "not in a position to assist TLDEF in its efforts to seek fees and costs in this matter."

12. Today, TLDEF retained Charles J. Watts, Esq., an attorney admitted in this District, to represent it in this Court. I am informed by Mr. Watts that he telephoned Mr. Young this afternoon to request that he agree to amend the motion for attorney's fees which he has now filed on Plaintiff's behalf (ECF 303) to include TLDEF's legal services pursuant to the Retainer Agreement -- pointing out, among other things, that TLDEF's fee request is now strictly limited to fees arising from the time that Mr. Young himself billed on the matter during his employment at TLDEF, thereby removing from Mr. Young the burden of analyzing and/or attesting to anyone else's services.

13. Mr. Young responded that his client, i.e., Plaintiff herself, would not agree.

14. In order to satisfy the Court that TLDEF's fee request is not frivolous, and that appropriate documentation of its entitlement to recover attorney's fees and expenses exists, TLDEF summarizes that documentation below.

15. Thus, as its reasonable attorney's fee herein, TLDEF seeks the sum of \$119,770. That sum represents 342.2 hours of attorney time expended on this case by Ezra Young, Esq., TLDEF's then-Director of Impact Litigation, from August 31, 2016 (the date of the retainer and of TLDEF's appearance in the matter, see ECF 118-119) through May 16, 2017 (the day before his departure from TLDEF), billed at the reasonable rate of \$350 per hour, which TLDEF applied internally to his time as of the date of his departure.

16. Mr. Young's hours, and the underlying time entries he made (contemporaneously and in the ordinary course of his practice) to record those hours, are all set forth on Exhibits Nos. 4 and 5 annexed hereto.

17. Exhibit No. 4 sets forth all of Mr. Young's time entries for this matter from August 31, 2016, through January 31, 2017, totaling 229.3 hours, all of which I personally extracted verbatim from the Evernote application in which Mr. Young contemporaneously recorded his time throughout that period. Each entry describes in detail the specific task on which his time was spent. At the reasonable hourly rate of \$350 per hour, which TLDEF applied to Mr. Young's time in order to calculate the attorney's fees it seeks, those hours amounted to \$80,255 in fees.

18. Exhibit No. 5 sets forth all of Mr. Young's time entries for this matter from April 5, 2017,<sup>2</sup> through May 16, 2017, totaling 112.9 hours, as he recorded them contemporaneously in TLDEF's computerized TimeBilling X billing system, which TLDEF adopted on or about April 1, 2017. I personally generated Exhibit No. 5 from the TimeBilling X system. At the reasonable hourly rate of \$350 per hour, which TLDEF applied to Mr. Young's time in order to calculate the attorney's fees it seeks, those hours amounted to \$39,515.

19. In total, based on the entries in Exhibits Nos. 4 and 5, TLDEF seeks an attorney's fee of \$119,770 for the work it did on this matter.

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<sup>2</sup> TLDEF is not seeking recovery of any fees for the period from February 1, 2017 through April 4, 2017.

20. TLDEF's attorneys and other staff members are, and have been at all relevant times, required to record their time records contemporaneously in matters in which TLDEF's time may be eligible for a fee award. They are (and have been) required to record their time in tenths of an hour (i.e., in segments of no less than six minutes), describing the specific tasks on which their time was spent. For matters in which time was spent on more than one task in a particular matter during any single day, they have been instructed to avoid "block billing," and to specify the amount of time spent on each such task in the course of that day. Upon information and belief – and as Mr. Young can certainly attest on personal knowledge – he followed that policy in entering his time on this matter, both in using the Evernote application, and, later, in using TLDEF's computerized TimeBilling X system.

21. In his Declaration in support of Plaintiff's Motion for an Award of Attorneys' Fees (ECF 303-1), Mr. Young describes in detail the nature of this action, the novel, important, and complex issues of transgender rights involved, and the history of this action. TLDEF adopts that description, and incorporates it herein by reference. (The details as to the nature of the specific work he did while at TLDEF are set forth in Exhibits Nos. 4 and 5, referenced above.)

22. TLDEF also adopts, and incorporates herein by reference, Mr. Young's detailed description of his educational and legal background and experience (particularly with respect to his experience protecting and furthering the rights of transgender people), a description that amply justifies the reasonability of the \$350 hourly rate that TLDEF seeks to recover for the services that Mr. Young rendered to Plaintiff during the period of

his employment at TLDEF. We also adopt and incorporate herein by reference the discussion of the applicable legal principles governing awards of statutory attorneys' fees set forth in Plaintiff's "Motion and Incorporated Brief" (ECF 303).

23. We wish to emphasize that TLDEF seeks fees only for the time billed by Mr. Young while he was employed by TLDEF. In order to avoid the possibility of duplicative charges, and to avoid any possible dispute about the nature, extent, or reasonable value of the services billed on this matter during the relevant period by TLDEF's former Executive Director, Jillian Weiss, we are not seeking recovery of any fees for Ms. Weiss' time during that period.

24. In addition, TLDEF does not seek recovery of any attorney's fees (whether arising from Mr. Young's or Ms. Weiss' time billed on the matter) that were incurred between the dates Mr. Young and Ms. Weiss began working at TLDEF in July 2016, and the August 31, 2016 date of the Retainer Agreement.

25. As expenses, TLDEF seeks recovery of the sum of \$3,236.68 in expenditures that it actually incurred on this matter during the period from August 31, 2016, through May 2, 2017, as summarized on the Excel spreadsheet annexed hereto as Exhibit No. 6.

I declare under penalty of perjury, under 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed this 21st day of June, 2018 in New York, New York.

  
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Donna Levinsohn