

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,)	
)	
and)	
)	
THE REGIONAL UNIVERSITY)	
SYSTEM OF OKLAHOMA,)	
)	
Defendants.)	

DECLARATION OF DR. RACHEL TUDOR

I, Dr. Rachel Tudor, declare as follows:

1. I am the Plaintiff in this action.
2. There are certain actions by my former counsel, Ezra Young and Brittany Novotny, that have raised serious concerns for me.
3. Attached as Exhibit 1 is [REDACTED]

[REDACTED]

4. Exhibit 1 is a true and correct statement of the treatment to which I was subjected by Ms. Novotny and Mr. Young, including sexual assault, and inappropriate threats directed against me in order to limit my ability to obtain alternate counsel.
5. Exhibit 2 is [REDACTED]
[REDACTED]
[REDACTED].
6. Exhibit 3 is a true copy of my letter to Mr. Young and Ms. Novotny terminating them for cause.
7. I am also concerned, given my former counsel's obligation not to use information related to my representation to my disadvantage pursuant to Oklahoma Rule of Professional Conduct 1.9, that information revealed in the time billing of Mr. Young and Ms. Novotny is being used to disadvantage me, and some of these charges are surprising, including the following:
 - a. Young 743 [ECF 363-1] and Novotny 183 - 8/5/19 – they claimed to be talking to me for 5 hours about “relationship problems.”
There was no such lengthy conversation about “relationship problems” on that or any other date. Rather they tried to coerce me into an unfavorable settlement, threatened to withdraw from the case if I did not agree, and chided me for not agreeing to appearing on CNN.

- a. Young 656, 661, 703, 708 - 5/3/19 – Mr. Young travelled to Plano to persuade me come with him to Oklahoma City because he had set up meetings with influential people who could help me get reinstated. No such meetings were held to my knowledge. Mr. Young paid for my hotel room. When we arrived, Mr. Young insisted that I wear what he called a “figure flattering” outfit, handed me business cards of his, and asked me to hand them out at The Sovereignty Symposium XXXIII, a meeting focused on legal issues around the boundaries of state, federal, and Indian law. When I demurred, he said in a very forceful tone that if I did not do so, he would withdraw from the case. He pulled me around by the straps on my backpack purse, like a dog on a leash, putting me where he wanted me to stand. I found this humiliating, offensive, and frightening, so I did as he directed me.
- b. On the last day of the trip, while I was speaking to him in his hotel room, he put his hands on my body, touching me in a sexual manner, and would not stop when I asked him to do so. This is documented in Exhibit 1.

8. Mr. Young and Ms. Novotny did not notify me in a professional manner about their desire to withdraw as counsel.

9. Rather, they told me that they “quit,” sent an email threatening me with withdrawal, and stated convincingly that no other attorneys would want to take my case, including Ms. Weiss.
10. They also engaged in the behaviors of which I complained in Exhibit 1, and suggested that I am mentally unstable for resisting their untoward demands.
11. I was so frightened by counsel’s conduct that I was unsure what to do.
12. I finally resolved to contact Ms. Weiss in October 2019, and when I did so, she advised that she would be willing to take on the case, along with Jerry Colclzier as local counsel.
13. It took some time for her to get up to speed and to determine an appropriate way forward.
14. There are thousands of dollars in billing for researching and preparing a Motion to Withdraw without my consent, which was never filed.
15. There are also bills claiming to be communications with John Knight (the ACLU attorney representing Aimee Stevens in the *Bostock* case), who has no relation to this case.
16. Mr. Knight advised me in a phone conversation that he had no contact with anyone else regarding my case.

I declare under penalty of perjury that the foregoing is true and correct.

October 18, 2021

Rachel Tudor

Dr. Rachel Tudor

TITLE	Declaration of Dr Rachel Tudor (1).pdf
FILE NAME	Declaration%20of%...dor%20%281%29.pdf
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 SIGNED	10 / 18 / 2021 21:26:37 UTC	Signed by Rachel Tudor (rachel.tudor@yahoo.com) IP: 76.187.216.43
 COMPLETED	10 / 18 / 2021 21:26:37 UTC	The document has been completed.

REDACTED

REDACTED

TO: Brittany Novotny

FROM: Dr. Rachel Tudor, via First Class Mail and Certified Mail RRR

RE: Notice of Termination

DATE: January 6, 2020

Ms. Novotny,

You are terminated as my attorney effective immediately.

Your termination is for cause. You must not act in my litigation without my explicit written instructions. You may not contact anyone on my behalf, including any court. You are not authorized to participate in any more decisions regarding my case. You are not authorized to make any statements about my case to the press or third parties. You are not authorized to disclose any information I have sent to you to Ezra Young.

You must preserve all confidences and duties owed to me as a former client pursuant to the rules of professional responsibility governing attorneys without my explicit written instructions. I have enclosed notice of substitution of attorneys for your signature, which I ask that you return to me immediately by email and by regular mail. Please contact my new attorney as soon as possible to provide all materials related to my litigation. To the extent that you are legally entitled to a lien on any proceeds, your lien will be preserved.

The cause for your termination includes, but is not limited to the following:

1. You communicated to me on August 5, 2019 that you refused to continue your representation of me. You also spoke to me without provocation in an unprofessional, uncivil and enraged manner.
2. You wrote to me on August 6, 2019: “We will begin the work of finding a means to withdraw from your case. To be absolutely clear—that is where we will put all of our effort going forward.” You had no just cause to seek to withdraw from your representation of me. Stopping work on my case so that you could spend all of your effort to withdraw without just cause is an abdication of your professional responsibilities to represent me zealously.
3. You informed me that I may not contact you except in writing via email. You had no just cause to impose this new condition. This was an abdication of your professional responsibilities to represent me zealously.
4. Although I have sent communications in which I requested your response, you have failed and refused to respond to my inquiries since August 5, 2019. Instead, you have delegated Mr. Young to provide a response, abdicating your professional responsibilities to represent me zealously.
5. You concealed your knowledge of Mr. Young’s serious mental health disability from me. This continued even when you became aware that his disability was interfering with his

ability to represent me properly. You took no steps to address Mr. Young's improper and incompetent representation.

6. You did not inform me that Mr. Young needed professional assistance and/or clinical oversight to obviate the more severe symptoms of his mental health disability that you witnessed on repeated occasions. You knew or should have known Mr. Young's actions, omissions and decisions were damaging to my case.
7. You contributed to the "hostile relations between counsel" that the judge cited in her deliberations about whether or not to reinstate me to my workplace. You were aware that reinstatement to my workplace was the paramount outcome that I desired from the litigation, much more important than any monetary or other injunctive relief. The fact that the judge took the serious action of citing the unprofessional conduct and incivility of my counsel in her deliberations attests to the egregiousness of the conduct and its effect on my reinstatement.
8. You made decisions with Mr. Young prior to discussing them with me. For example, on August 5, 2019 you precipitously informed me that you would not be filing a writ with the Supreme Court as agreed. You provided no good cause for this decision. This was in violation of our explicit understanding that the litigation decision-making process would include me. This undermined the deliberative process by placing pressure on me to go along with your pre-determined decisions, and reduced my right to be heard and participate in decisions regarding my case to a rubber-stamp.
9. You were aware of and enabled Mr. Young's anti-social behavior that was intended to create friction with co-counsel Marie Galindo and intended to (and did) result in her withdrawing from the case. This included your interception of an email that demonstrated his unwarranted animus towards Marie Galindo. In your words, "Ezra drafted an email that was so out of bounds that I asked him to think about what he, as an employment attorney, would do if a client brought such a letter to him. He said, 'salivate'." You then helped him write a letter to Marie Galindo that was intended and calculated to gaslight and frustrate her ability to represent me.
10. Your use of controlled substances before, during, and after the trial:
 - a. You processed official court documents while under the influence of a controlled psychoactive substance—cannabis.
 - b. You provided a controlled psychoactive substance, cannabis, to Ezra Young as he prepared official court documents.
 - c. You ingested a Schedule II controlled substance, an amphetamine under the brand name Adderall, during the trial.
 - d. You provided a Schedule II controlled substance, an amphetamine under the brand name Adderall, to Ezra Young.
 - e. You repeatedly offered cannabis to me during the trial—an offer I always refused.
 - f. You offered cannabis to your other co-counsel, Marie Galindo, which she declined.
11. You engaged in reckless and irresponsible behavior after the jury recessed for deliberations over the weekend by appearing visibly intoxicated in a public cinema, creating a risk that a juror or member of the court would witness your disturbing behavior.

12. You have falsely accused me of being a danger to myself and that my cognitive abilities are faulty and on these grounds have refused to listen to my concerns about your litigation decision-making without my input, in violation of your obligations towards me as a client.
13. You have engaged in defamatory statements to third parties about my mental competence in violation of your obligations towards me as a client, endangering the success of current litigation, my personal and professional reputation, and my future employment.
14. You violated my confidential communications to you about Mr. Young's aberrant behavior by sharing them with Ezra, in violation of your obligations towards me as a client.
15. During the trial, and without truthfully explaining why, you improperly attempted to force a mistrial by asking the judge to allow you to withdraw. You informed me that this action was based on your belief that Mr. Young had alienated the jury with his openly churlish behavior toward you and Marie Galindo in the presence of the jury. You later told me this was untrue, and that you risked a mistrial because you thought the jury disliked me. Your providing untrue accounts of litigation decisions was in violation of your obligation towards me as a client.
16. Your cross-examination of Mr. McMillian, an important witness, was below the level of competence expected of a reasonably competent attorney, and may have been influenced by your consumption of controlled substances. The trial transcript clearly demonstrates this. You apologized to me for your "embarrassing" incompetence.
17. On November 20, 2017, in violation of the retainer agreement's requirement of my consent to public statements by counsel, Mr. Young prepared and released a press statement without my consent. You were of aware of this, and present while he falsely claimed that he had not released it. You later told me that you helped write that statement and release it, in violation of your obligations to me as a client.
18. You repeatedly failed to return phone calls.
19. You repeatedly tardily responded to phone calls.
20. You repeatedly failed to respond to emails.
21. You repeatedly tardily responded to emails.
22. You have colluded with Mr. Young in threatening to file motions injurious to my interests that are defamatory and untrue, in violation of your obligations to me as a client.

Unfortunately, I have been deterred until today by Mr. Young's threats to file motions injurious to my interests from sending you this notice of termination. Please refrain from contacting me. You may communicate with my attorney.

Signed,

Dr. Rachel Tudor

TO: Ezra Young

FROM: Dr. Rachel Tudor, via First Class Mail and Certified Mail RRR

RE: Notice of Termination

DATE: January 6, 2020

Mr. Young,

You are terminated as my attorney effective immediately.

Your termination is for cause. You must not act in my litigation without my explicit written instructions. You may not contact anyone on my behalf, including any court. You are not authorized to participate in any more decisions regarding my case. You are not authorized to make any statements about my case to the press or third parties. You are not authorized to disclose any information I have sent to you or to Brittany Novotny.

You must preserve all confidences and duties owed to me as a former client pursuant to the rules of professional responsibility governing attorneys without my explicit written instructions. I have enclosed notice of substitution of attorneys for your signature, which I ask that you return to me immediately by email and by regular mail. Please contact my new attorney as soon as possible to provide all materials related to my litigation. To the extent that you are legally entitled to a lien on any proceeds, your lien will be preserved.

The cause for your termination includes, but is not limited to the following:

1. You physically groped me in your hotel room in Oklahoma City, Oklahoma on June 5, 2019, which was unwelcome to me and you were aware that it was unwelcome to me. You told me I am “weird” and “not normal” when I asked you not to put your hands on me.
2. You suddenly changed litigation strategies because you deemed me not “media ready,” which, based on the circumstances, was code for not being sexually compliant and acceding to your sexual demands.
3. You have engaged in defamatory statements to third parties about my mental competence in violation of your obligations towards me as a client, endangering the success of current litigation, my personal and professional reputation, and my future employment. You did so in order to scare me and to force me to comply with your improper demands.
4. You have falsely accused me of being a danger to myself and that my cognitive abilities are faulty and on these grounds have refused to listen to my concerns about your litigation decision-making without my input, in violation of your obligations towards me as a client. You did so in order to scare me and to force me to comply with your improper demands.
5. You demanded that I undergo a “complete psychiatric evaluation” and submit to mental health treatment in order to scare me and to force me to comply with your improper demands.

6. You physically injured me on November 14 and 20, 2017 by squeezing and twisting my wrist hard enough to bruise.
7. You physically injured me on June 5, 2019 by pinching the back of my arms hard enough to leave bruises to force me to move where you wanted me to move.
8. You assaulted me on June 5 and 6, 2019 by putting your open palm in front of my face in a threatening manner and yelling “STOP! STOP! STOP!” in a very loud and frightening voice.
9. You physically pulled me around by the straps on my backpack purse in a frightening and demeaning manner on June 5 and 6, 2019.
10. You publicly humiliated me by other inappropriate physical contact on other occasions, such as demanding that I clean your glasses on my clothes despite my clear resistance to doing so.
11. You threatened to send emails falsely stating that I am mentally ill, that I am a danger to myself and that I am cognitively impaired, in order to “scare away” any other attorney from representing me. You did so to prevent me from carrying out my wish to terminate you as my attorney and to reveal your physical abuse and to coerce me into following your demands. You communicated this false information to other attorneys.
12. You improperly contacted my therapist without my authorization with false claims that I am a danger to myself, which impaired my relationship with that professional.
13. You told me that you are so well-known and liked in the profession that I would be “persona non grata” and that no one would talk to me or help me if you withdrew from the case, which you threatened to do unless I ignored your improper conduct, followed your improper demands and retained you as my attorney.
14. You made repeated and continuing threats to file a public “cause” motion to withdraw from my case that would scare away any other attorney from representing me. You did so in order to force me to ignore your improper conduct, follow your improper demands, and to retain you as my attorney.
15. You threatened to take all the court award from my jury trial for costs and I would get nothing unless I maintained your “goodwill” after the judge reduced my jury award from \$1,165,000 to \$300,000. You did so in order to force me to ignore your improper conduct, follow your improper instructions, and to retain you as my attorney.
16. You communicated to me on August 5, 2019 that you refused to continue your representation of me. You also spoke to me without provocation in an unprofessional, uncivil and enraged manner.
17. You wrote to me on August 6, 2019: “We will begin the work of finding a means to withdraw from your case. To be absolutely clear—that is where we will put all of our effort going forward.” You had no just cause to seek to withdraw from your representation of me. Stopping work on my case so that you could spend all of your effort to withdraw without just cause is an abdication of your professional responsibilities to represent me zealously.
18. You informed me that I may not contact you except in writing via email. You had no just cause to impose this new condition. This was an abdication of your professional responsibilities to represent me zealously.

19. You made decisions with Ms. Novotny prior to discussing them with me. For example, on August 5, 2019 you precipitously informed me that you would not be filing a writ with the Supreme Court as previously agreed. You provided no good cause for this decision. This was in violation of our explicit understanding that the litigation decision-making process would include me. This undermined the deliberative process by placing pressure on me to go along with your pre-determined decisions, and reduced my right to be heard and participate in decisions regarding my case to a rubber-stamp.
20. You improperly concealed your material substantive mental health disability that needed professional assistance and/or oversight to obviate the more severe symptoms of your disability during your representation of me, and which you knew was interfering with your proper representation of me.
21. You acted in an unprofessional and aggressive manner towards co-counsel Marie Galindo, causing her to withdraw from the case to my detriment.
22. You acted in an unprofessional and aggressive manner towards co-counsel Marie Galindo and Britany Novotny, causing them to ask the Court for permission to withdraw from the case in the middle of a jury trial. The judge denied their request but this negatively influenced the Court and jury against me, motivating the Court to reduce the verdict and to deny me the most important outcome that I desired, and of which you were aware: the remedy of reinstatement. You exacerbated the effect of your unprofessional and aggressive behavior by bringing it up and emphasizing it during the closing argument in front of the jury and the Court.
23. You did not allow co-counsel Marie Galindo to participate in the closing argument as you were instructed by me explicitly. Instead, you used up all the argument time, including both your time and her time, and even then improperly continued talking, and continued after the court clerk and the Judge used physical gestures to inform you that time was up, until the Court had to instruct you explicitly to stop talking. Ms. Galindo had a specific line of argument that she was supposed to make, which would have benefited my case greatly. Therefore, your conduct injured my case.
24. Although our retainer agreement explicitly required my consent for public statements, you issued unauthorized public statements—not only without my permission, but expressly against my will. Your public statements that were issued against my will were cited by the OAG as a cause to overturn my jury verdict.
25. You required me to meet you in Oklahoma City, Oklahoma by misrepresenting the purpose, which you said was that you had arranged to have formal meetings with people who could help get me reappointed to my position. When I arrived, you had arranged no meetings and no introductions. Instead, you told me on August 5, 2019 that it was a “test” and that I had failed your test because I did not do everything that you ordered me to do “without question”. You said the only way we could “move forward,” i.e., file the writ with the Supreme Court, was if I agreed to “obey” you without “talking back”. This violated our agreement to include me in litigation decision-making and my right to provide you with instructions as your client.
26. You implied you could influence the outcome of my case through your special influence by extrajudicial means, stating that you know someone who knows Judge Cauthron well and that they could lend support with our case.

27. You implied you could influence the outcome of my case by your special influence with Oklahoma officials to have me reinstated to my position.
28. You falsely claimed you were working closely with the ACLU attorneys on the Harris Funeral Home case, and that because of your special influence they might drop that case and take my case.
29. You falsely claimed the ACLU gave you access to “top secret” research.
30. You falsely claimed to be getting legal advice from former DOJ lead attorney Alan Townsend about my case.
31. You falsely claimed that your wife’s law firm, Quinn Emanuel Urquhart & Sullivan, LLP, was providing aid to my case, including research, reviewing and revising briefs, and facilitating contacts with influencers who could provide special influence over the outcome of the case.
32. You falsely claimed to have developed relationships with Chickasaw attorneys, judges, and administrators that would assist in my case.
33. You falsely told an administrator at Southeastern Oklahoma State University that I was going to hurt myself, that I’m mentally ill, and impugning my cognitive abilities in order to manipulate her.
34. You spread false and damaging rumors to third parties about me.
35. You repeatedly invoked “transgender” status during trial, against the guidelines the judge set for the trial, and despite your awareness that it could harm my case because of the state of the federal law regarding transgender status. You insisted on invoking the term in your closing argument against my will and explicit instructions. Your use of the term was cited by the opposition in their appeal as cause to overturn my jury verdict.
36. You falsely told LGBT organizations and prospective attorneys that I am a danger to myself, that I am mentally ill, and that I am cognitively impaired.
37. You are responsible for the “hostile relations between counsel” that the judge cited in her deliberations about whether or not to reinstate me. The fact that the judge took the almost unprecedented step of citing the unprofessional conduct and incivility of my counsel in her deliberations attests to the egregiousness of the conduct. For instance, you kept emails that were mistakenly sent to you during discovery that were correspondence between opposing counsel.
38. On November 20, 2017, in violation of the retainer agreement’s requirement of my consent to public statements by counsel, you prepared and released a press statement without my consent. You then falsely claimed that you had not released it.
39. You used controlled substances before, during, and after the trial which you were aware or should have been aware were interfering with your proper conduct of the trial:
 - a. You processed official court documents while under the influence of a controlled psychoactive substance—cannabis.
 - b. You were under the influence of a Schedule II controlled substance, an amphetamine under the brand name Adderall, during the trial.
40. You engaged in reckless and irresponsible behavior after the jury recessed for deliberations over the weekend by appearing visibly intoxicated in a public cinema, creating a risk that a juror or member of the court would witness your disturbing behavior.

Unfortunately, I have been deterred until today by your threats to file motions injurious to my interests from sending you this notice of termination. Please refrain from contacting me. You may communicate with my attorney.

Signed,

Dr. Rachel Tudor