

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. |) | |

**EZRA YOUNG AND BRITTANY STEWART'S
JOINT MOTION TO FOR LEAVE TO INTERVENE**

To preserve our interests in being fully compensated for our attorney time and costs incurred prosecuting this case on Dr. Tudor’s behalf, we (Ezra Young and Brittany M. (Novotny) Stewart) respectfully move to intervene and join our claims against Dr. Tudor and Defendants to the instant case. Facts supporting this motion are delineated in our proposed complaint in intervention attached hereto as **Exhibit 1**.

BACKGROUND

As this Court is aware, we served as counsel for Dr. Tudor in this case and its related actions in the Northern District of Texas, Eastern District of Oklahoma, U.S. Court of Appeals for the Fifth Circuit, and U.S. Court of Appeals for the Tenth Circuit.

Over the course of our six-year representation, Dr. Tudor consumed thousands of hours of our attorney time and tens of thousands of dollars in costs we fronted her in what was an ultimately successful and historic bid to remedy sex discrimination and retaliation she endured at Southeastern.

Though several lawyers have represented Dr. Tudor over the years, this Court's docket reflects that the lion's share of fees and costs due are attributable to our work and expenses we carried. Of the 3,780.90 hours billed in docketed petitions, 3015.2 hours (or 79.74% of all hours billed) are attributed to work performed by the undersigned. And of the \$37,755.95 dollars in costs already awarded by the Clerk of Court (ECF No. 339) or left unresolved to date, \$24,300.43 (or 64.4%) are costs owed to the Law Office of Ezra Young.

At every stage of this litigation, the undersigned have diligently and timely sought compensation for hours worked and costs owed. Combined, our petitions for fees and costs are hundreds of pages in length and took dozens of hours to prepare to this Court's exacting standards.

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

After the Tenth Circuit upheld the jury's verdict and substantially increased Tudor's monetary and equitable remedies in Fall 2021, and in reliance on Dr. Tudor's past assurances and the Young Firm's retainer, we again timely filed petitions with this Court once again seeking recoupment of attorneys' fees (ECF No. 363) as well as taxable costs against Defendants (ECF No. 361) for additional work performed and costs expended to prosecute this matter in this Court as well as in the Tenth Circuit.

In conflict with the terms of Dr. Tudor's retainer with the Young Firm, and after having reaped considerable benefits from services provided and costs incurred under the same, Tudor aggressively opposed our direct participation in motion practice. Glaringly, Dr. Tudor conceded to this Court that she intended to block our efforts under a specious claim that she had the unilateral power to both oppose our filings and, ultimately, refuse to pay our bills misleadingly claiming we had engaged in misconduct that grievance

committees in both Oklahoma and New York had resoundingly found to be without merit months prior (ECF No. 375).

In December 2021, this Court struck our second set of petitions for fees and costs on the premise that we as former counsel lacked standing as parties at the time limitedly interpreting a federal fees statute, 42 U.S.C. § 2000e-5(k), to speak only to petitions approved by the “prevailing party.” Order, ECF No. 391 at 4. However, in that same Order this Court recognized that under any of at least three alternative theories of recovery—a statutory attorney lien pursuant to 5 Okla. Stat. §6, a contractual right that is enforceable, or recovery under the doctrine of quantum meruit—Tudor would be held personally responsible for paying our bills in the event she did not permit us to directly seek payment from Defendants in the instant matter. *Id.* (citing *Mehdipour v. Holland*, 2007 OK 69 ¶ 22, 177 P.3d 544, 549; *Lashley v. Moore*, 1925 OK 397, 240 P. 704; *Self & Assoc., Inc. v. Jackson*, 2011 OK CIV APP 126, 269 P.3d 30). Given the foregoing, this Court observed that: “It seems in Plaintiff’s interest that Plaintiff and her former and present counsel seek a method to resolve this issue among themselves.”

Despite this Court’s prescient warnings, and despite being provided with itemized bills of fees and costs filed on this docket and provided directly via email to her present counsel, Dr. Tudor has resisted any and all invitations to settle her bills with us, her present counsel has declined to respond to our

emails and requests seeking resolution via settlement conference or mediation, and her present counsel otherwise falsely advised via email in May 2022 that it was Dr. Tudor's and Defendants preference to resolve our bills via contested motion practice before this Court which we welcomed as "a method to resolve this issue," in line with this Court's 2021 order. Dr. Tudor's present counsel went radio silent shortly thereafter. However, we continued to communicate directly with Defendants to resolve outstanding discovery demands pertaining to our fees and costs petitions as well as to establish briefing schedules to resolve the same.

Without any warning or communication from Dr. Tudor or Defendants, on June 14, 2022, we learned of a purported settlement struck between Dr. Tudor and Defendants. The notice requesting closure of this matter was signed by Jillian Weiss on Dr. Tudor's behalf (ECF No. 412).¹

That same day, we ran a Pacer search and discovered that on June 13, 2022—a day prior to Weiss notifying this Court of a final settlement—Dr. Tudor sued Weiss, the undersigned, and a subset of other former attorneys and one non-profit that employed Young and Weiss for a period. captioned as:

¹ We ultimately leave it to this Court to decide whether Ms. Weiss could permissibly continue to serve as Dr. Tudor's counsel in this matter in settlement *after* Dr. Tudor sued Weiss. To our eyes, this appears to have created a nonwaivable conflict of interest in violation of the rules of professional responsibility in both Oklahoma and Weiss' home jurisdiction of New York.

Rachel Tudor v. Marie Galindo, Brittany Stewart, Jillian Weiss, Ezra Young, and Transgender Legal Defense and Education Fund, 5:22-cv-00480-C (W.D. Okla. filed June 13, 2022) [hereinafter Interpleader Case]. In her complaint in the Interpleader Case (ECF No. 1), Dr. Tudor discloses that she purportedly settled the instant case for a sum of \$1,750,000 purported to unilaterally establish a pool for attorneys' fees in the amount of \$574,425, less than a quarter of the amount in fees and costs Dr. Tudor owes past and present counsel based upon the docketed fees and costs petitions in this matter. To add insult to injury, Dr. Tudor requests that this Court siphon off a share of the "pool" to bankroll her and only her prosecution of the Interpleader Case (ECF No. 1 at 3–4).

Over the last month, we have repeatedly reached out to Dr. Tudor through her counsel Mr. Colclazier asking to be provided a copy of the settlement agreement as inquiring as to how Dr. Tudor plans to settle her legal bills in light of the fact that she purports to have settled the merits case for less than she owes to counsel.

Pursuant to this Court's order of Administrative Closure, a party to the instant case may move for good cause shown to reopen this case "for entry of any stipulation or order, or for any other purpose required to obtain a final determination of the litigation" (ECF No. 413).

ARGUMENT

I. THIS CASE SHOULD NOT BE DISMISSED AT THIS TIME.

This Court should not dismiss this case with prejudice until the undersigned's legal bills are satisfied for at least three reasons.

First and most importantly, the money settlement Dr. Tudor purports to have struck with Defendants is considerably less than the amount she needs to satisfy the legal bills she racked up in this litigation. Indeed, the entire \$1,750,000 settlement would be consumed just by the bills docketed to date.² This would also leave Dr. Tudor with no funds whatsoever to compensate her for Defendants' illicit conduct.

Second, dismissing this case with prejudice on these facts will trigger more litigation depriving the parties and former and present counsel of finality. The purpose of dismissal with prejudice is largely to give defendants peace of mind and finality that no further money will be owed in connection with the terminated litigation. *Cantrell v. Int'l Broth. Of Elec. Workers*, 69 F.3d 456, 458 (10th Cir. 1995) (quoting Charles Alan Wright & Arthur R. Miller, *Federal Practice and Procedure* § 2364 at 277 (2d ed. 1994)). Rather

² It would also leave Dr. Tudor without any funds to satisfy legal bills for work performed and costs incurred by Mr. Colclazier and Ms. Weiss from 2020 to present. The undersigned have no actual knowledge of those bills because Colclazier and Weiss declined to docket bills in this matter, but we assume they have or will seek some compensation from Dr. Tudor.

than bring an end to litigation between the parties and past and former counsel, dismissal will trigger costly and protracted litigation of matters best resolved in the instant action.

While Dr. Tudor is free to broker whatever settlement she wishes to with Defendants, she proceeds at her own peril. A client (former or otherwise) cannot “settle around” attorneys’ liens. Valid liens (statutory or equitable) cannot be modified or extinguished by a settlement brokered between a client and an adverse party without the lien holders’ consent. 5 Okla. Stat 6 (“[N]o settlement between the parties without the approval of the attorney [who has attached a lien] shall affect or destroy such lien.”). That is precisely why this Court presciently warned last December that it is in Dr. Tudor’s interests to identify a means to resolve her legal bills as part of any final settlement with Defendants (ECF No. 391 at 5).

Defendants also proceed with a deficient private settlement with Dr. Tudor at their own peril. Defendants have no right to settle around former counsel once they were given notice of our attorneys’ liens. As the Supreme Court of Oklahoma explains, such machinations “constitut[e] collusion as against the attorneys and their claims for fees.” *Chicago, R.I. & P.R. v. Rittenhouse, Hanson, & Evans*, 285 P.2d 186, 1955 OK 133. Such collusion not only fails to extinguish or alter our liens. *Matthews v. Smith, Okla.*, 169 Okla. 518, 39 P.2d 48 (1934) (settlement entered into by client without attorney’s

approval or consent does not abrogate attorney's lien). It actually makes Defendants directly liable for our fees and costs secured by our liens. *See, e.g., Wimbish v. Lea*, 1937 Okla. 555, 72 P.2d 346; *Whitehead v. Spriggs*, 58 Okla. 42, 158 P. 439 (1916).

Third, dismissal of this merits case will needlessly consume more of this Court's precious judicial resources in spin-off cases that will be administratively assigned to the same U.S. District Judge. Dr. Tudor's Interpleader Case is one such example. Upon filing, Dr. Tudor indicated in the administrative cover sheet that that case and this one are related, triggering reassignment to the Honorable Judge Robin Cauthron. If this case is dismissed and the Interpleader Case proceeds, it will trigger counter-claims and lengthy filings that substantially relitigate the fees and costs liabilities that should have been resolved by a settlement or final judgment of the instant case and which were already substantially briefed on this docket.

II. THIS COURT SHOULD GRANT YOUNG AND STEWART LEAVE TO FILE A COMPLAINT IN INTERVENTION

In light of Dr. Tudor and Defendants' collusive settlement, this Court should exercise its powers to extend the administrative closure deadline to accommodate the undersigned's filing of a complaint in intervention joining this matter as parties with counter claims arising under state law against Dr.

Tudor and Defendants limitedly related to satisfaction of our attorneys' liens. Three reasons support this relief.

First, joinder of counter-claims in this merits action is an efficient means of ensuring that at the time this case is ultimately dismissed, all issues in this litigation including fees and costs owed are resolved in one action with streamlined briefing. This will conserve judicial resources, and ensure that Dr. Tudor does not rack up even more legal bills she may find herself unable to satisfy. This is a particular concern of the undersigned in light of Dr. Tudor's demand in the Interpleader Case that her fees and costs be covered by former counsel.

Second, permitting joinder of our claims falls in line with accepted practice in the Western District. This Court routinely exercises its pendant jurisdiction over state law claims for attorneys' liens in a merits action. As explained quite recently, "[d]isputes involving an attorney's lien (or an equitable lien for attorney's fees) weigh in favor of the exercise of jurisdiction because the lien creates a direct connection to the litigation." *Zurich Am. Ins. Co. v. Good to Go, LLC*, 2019 WL 8333426 at *3 (W.D. Okla. Oct. 12, 2018).

Third, in light of the collusive settlement brokered by Dr. Tudor and Defendants, joinder of our state law claims to enforce our attorneys' liens poses no standing issues. We do not disagree with this Court's previous holding that former counsel lack standing to directly proceed with petition for fees and costs

under federal statute 42 U.S.C. § 2000e-5(k) (ECF No. 361 at 4). However, once Dr. Tudor and Defendants colluded to broker a settlement around our attorneys' liens, that invasion "if permitted" imperils our legally protected interest in our attorneys' fees and costs, consequently giving us standing insofar as we grieve an injury in fact, there's a causal relationship between the injury and the challenged conduct, and it is likely that the injury will be redressed by a final decision. *Zurich*, at *2 (citing *Edwards v. Doe*, 331 Fed.App. 563, 567 (10th Cir. 2009)).

CONCLUSION

For all the foregoing reasons we respectfully request that this Court keep this case open, grant the undersigned leave to file a complaint in intervention bringing claims against Dr. Tudor and Defendants in furtherance of enforcing our attorneys' liens.

Dated: July 13, 2022

Respectfully Submitted,

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)

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/s/ Brittany M. Stewart

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CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2022, I electronically filed a copy of the foregoing with the Clerk of Court by using the CM/ECF system, which will automatically serve all counsel of record.

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)

Exhibit 1

**EZRA YOUNG AND BRITTANY STEWART'S
COMPLAINT IN INTERVENTION**

Mr. Ezra Young and Ms. Brittany Stewart (formerly Novotny) submit this third-party complaint-in-intervention against Dr. Tudor, Southeastern Oklahoma State University (Southeastern), and the Regional University System of Oklahoma (RUSO). Mr. Young and Ms. Stewart further aver as follows:

INTRODUCTION

1. Mr. Young and Ms. Stewart served as counsel for Dr. Tudor for the better part of six years in the instant case and its ancillaries.
2. As a direct consequence of the thousands of hours of attorney time expended and tens of thousands of dollars of costs fronted, Dr. Tudor prevailed in the merits part of her case and secured the equitable remedy of reinstatement with tenure as a professor at Southeastern.
3. Mr. Young and Ms. Stewart seek to intervene in this litigation for the limited purpose of protecting their attorneys' liens which attached to this case and which were noticed on this Court's docket as well as via email to counsel for all the named Third-Party Defendants.

PARTIES

4. Third-Party-Plaintiff Ezra Young is an attorney who served as Dr. Tudor's lead counsel in this action and its ancillaries for six years, the last three of which he prosecuted through his private law firm the Law Office of Ezra Young. Dr. Tudor entered into a retainer with the Young Firm on May 18, 2017 [hereinafter Young Retainer].
5. Third-Party Plaintiff Brittany Stewart is an attorney who served as Dr. Tudor's counsel in this action and its ancillaries for five years, the last three of which she prosecuted as cooperating counsel under the Young Retainer.
6. Third-Party Defendant Dr. Rachel Tudor is a federal litigant who successfully established at trial and upheld on appeal that Southeastern and RUSO violated her civil rights.
7. Third-Party Defendant Southeastern is a member of the Oklahoma state system of higher education and is part of Third-Party Defendant RUSO. RUSO's Board of Regents is the governing board for several Oklahoma state universities, including Southeastern.

JURISDICTION AND VENUE

8. This Court has ancillary jurisdiction to hear this fees dispute between Young, Stewart, and the parties to the original action pursuant to 28 U.S.C. § 1367.
9. Venue is proper in the Western District of Oklahoma.
10. This Court is authorized to award the requested relief.
11. All conditions precedent to filing of this suit have been performed or have occurred.

FACTUAL ALLEGATIONS

12. Between 2014 and 2020, Young and Stewart served as counsel for Dr. Tudor in this case and its related actions in the Northern District of Texas, Eastern District of Oklahoma, U.S. Court of Appeals for the Fifth Circuit, and U.S. Court of Appeals for the Tenth Circuit.
13. Dr. Tudor consumed thousands of hours of Young and Stewart's attorney time and induced them to take on tens of thousands of dollars in costs which were fronted her in what was an ultimately successful and historic bid to remedy sex discrimination and retaliation she endured at Southeastern.
14. Though several lawyers have represented Dr. Tudor over the years, this Court's docket reflects that the lion's share of fees and costs

due are attributable to work performed by and expenses carried by Young and Stewart.

15. Of the 3,780.90 hours billed in docketed petitions, 3015.2 hours (or 79.74% of all hours billed) are attributed to work performed by Young and Novotny. And of the \$37,755.95 dollars in costs already awarded by the Clerk of Court (ECF No. 339) or left unresolved to date, \$24,300.43 (or 64.4%) are costs owed to the Law Office of Ezra Young.

16. In May 2017, Young established his own law firm, the Law Office of Ezra Young, Dr. Tudor severed ties with a non-profit that previously employed Young, and Tudor entered into a retainer with the Young Firm. A true copy of the Young Retainer is attached hereto as Exhibit A.

17. Pursuant to the Young Retainer, Dr. Tudor obliged herself to reimburse the Young Firm for all costs fronted in her litigation and otherwise facilitate the Young Firm and its cooperating attorneys' efforts to recoup attorneys' fees and costs through motion practice and/or in any settlements ultimately brokered between herself and Southeastern and RUSO.

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

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

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

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

22. At the time of Young and Stewart's withdrawal, they noticed Third Party Defendants of their attorneys' lien directly via email and made filings on this Court's docket effectuating the same.

23. In September 2021, the Tenth Circuit upheld the jury's verdict and substantially increased Tudor's monetary and equitable remedies. In that same opinion, the Tenth Circuit deemed Dr. Tudor the prevailing party on appeal and at the trial court and directed this Court to hear petitions for attorneys' fees and costs.

24. Shortly thereafter, Young and Stewart and in reliance on Dr. Tudor's past assurances and the Young Retainer, again timely filed petitions with this Court seeking recoupment of attorneys' fees (ECF No. 363) as well as taxable costs against Defendants (ECF No. 361) for additional work performed and costs expended to prosecute this matter in this Court as well as in the Tenth Circuit.

25. In conflict with the terms of the Young Retainer and after having reaped considerable benefits from services provided and costs incurred under the same, Dr. Tudor aggressively opposed Young and Stewarts direct participation in motion practice to recoup their fees and costs. Glaringly, Dr. Tudor conceded to this Court that she intended to block Young and Stewart's efforts under a specious claim that she had the unilateral power to both oppose their filings and, ultimately, refuse to pay their bills--misleadingly claiming Young and Stewart had engaged in misconduct (which Tudor failed to disclose to this Court had been

found to be without merit by grievance committees in both Oklahoma and New York months prior) (ECF No. 375).

26. In December 2021, this Court struck Young and Stewart's second set of petitions for fees and costs on the premise that they as former counsel lacked standing as parties at the time limitedly interpreting a federal fees statute, 42 U.S.C. § 2000e-5(k), to speak only to petitions approved by the "prevailing party." Order, ECF No. 391 at 4. However, in that same Order this Court recognized that under any one of at least three alternative theories of recovery—a statutory attorney lien pursuant to 5 Okla. Stat. §6, a contractual right that is enforceable, or recovery under the doctrine of quantum meruit—Dr. Tudor would be held personally responsible for paying Young and Stewart's bills in the event she did not permit them to directly seek payment from Defendants in the instant matter. *Id.* (citing *Mehdipour v. Holland*, 2007 OK 69 ¶ 22, 177 P.3d 544, 549; *Lashley v. Moore*, 1925 OK 397, 240 P. 704; *Self & Assoc., Inc. v. Jackson*, 2011 OK CIV APP 126, 269 P.3d 30). Given the foregoing, this Court observed that: "It seems in Plaintiff's interest that Plaintiff and her former and present counsel seek a method to resolve this issue among themselves."

27. Despite this Court's prescient warnings, and despite being provided with itemized bills of fees and costs filed on this docket and

provided directly via email to her present counsel, Dr. Tudor has resisted any and all invitations to settle her bills with Young and Stewart.

28. For nearly nine months, Dr. Tudor, by and through her present counsel, has declined to respond to Young and Stewart's emails and requests seeking resolution via settlement conference or mediation and also blockaded their participation in judicial settlement conferences conducted in the Western District.

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

30. Without any warning or communication from Dr. Tudor or Defendants, on June 14, 2022, we learned of a purported settlement struck between Dr. Tudor and Defendants. The notice requesting closure of this matter was signed by Jillian Weiss on Dr. Tudor's behalf (ECF No. 412).

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

32. Young and Stewart have made diligent efforts since June 14, 2022, to communicate with Dr. Tudor’s current counsel to seek a resolution of their attorney bills to no avail. To date, Dr. Tudor has refused to provide a copy of the settlement agreement she struck with Defendants indicating as recently as July 13, 2022 via email that she will consider providing a copy of the settlement only after Young and Stewart substantially participate in the Interpleader Case sometime in the future.

33. To date, Dr. Tudor has failed to pay even a single dollar of the more than one-million dollars she owes Young and Stewart for their work and costs incurred in successful prosecution of her merits case.

COUNT ONE

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

34. The allegations in paragraphs 1 through 33 are reincorporated herein.

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

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

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

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

39. In exercise of this Court's equitable powers, it should protect Young and Stewart's equitable right to proceeds in the amount of their

liens by preventing payment by Southeastern and RUSO to Dr. Tudor until such time that Young and Stewart's liens are satisfied in full.

40. In exercise of this Court's equitable powers, it should set aside the June 2022 settlement brokered by Dr. Tudor, Southeastern, and RUSO because it is a settlement made in fraud of Young and Stewart's attorneys' liens.

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

COUNT TWO

Contractual Entitlement to Fees and Costs

42. The allegations in paragraphs 1 through 41 are reincorporated herein.

43. The Young Retainer establishes a contractual agreement between Dr. Tudor, Young, and Stewart giving former counsel an interest in her merits case litigation.

44. The rights secured by 5 Okla. Stat. § 6, providing for attorneys' liens, are cumulative and do not abrogate or limit the rights of clients and attorneys to make contract between themselves.
45. Pursuant to the terms of the Young Retainer, Dr. Tudor is obliged to cooperate during and after the termination of representation with the Young Firm and its cooperating attorneys' efforts to petition directly for fees and costs owed in Dr. Tudor's name.
46. Pursuant to the terms of the Young Retainer, Dr. Tudor is obliged to settle her merits case for an amount that is sufficient to fully compensate the Young Firm and its cooperating attorneys' for hours billed and costs incurred in prosecution of her merits case.
47. The Young Retainer constitutes an equitable conditional assignment to the Young Firm and its cooperating attorneys in Dr. Tudor's merits litigation.
48. As a direct consequence of Young and Stewart tendering performance of all acts necessary under the Young Retainer, the contract between Dr. Tudor and the Young Firm has ripened into an equitable title.
49. The Young Firm and its cooperating attorneys hold an equitable lien on the June 2022 settlement brokered by Dr. Tudor with

Southeastern and RUSO in the amount evidenced by their detailed, itemized bills of fees and costs docketed in this matter in 2018 and 2021.

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

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

COUNT THREE

Quantum Meruit

52. The allegations in paragraphs 1 through 51 are reincorporated herein.

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

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

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

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

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

PRAYER FOR RELIEF

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

- A. Vacate the Automatic Order dismissing this case;
- B. Set aside the June 2022 settlement brokered by Dr. Tudor, Southeastern, and RUSO because it is a settlement made in fraud of Young and Stewart's attorneys' liens;
- C. In the event that Dr. Tudor is unable to fully compensate Young and Stewart for the reasonable value of their services and costs incurred, this Court should ascertain the fees and costs Young and Stewart would have been entitled to receive had attorneys' fees and costs been prosecuted to final judgment and direct Southeastern and RUSO to make that payment directly to Young and Stewart accounting for the difference between what Dr. Tudor actually paid them and what they should have recouped through fees and costs petitions;
- D. Order that Dr. Tudor pay Young and Stewart for the value of services performed and costs actually expended in successful prosecution of her merits case
- E. Order any further relief necessary to make Intervenor Plaintiffs Young and Stewart whole;

F. Award such additional relief as justice may require, together with Plaintiff Intervenors' costs, disbursements, and attorneys' fees in this action.

Dated: July 13, 2022

Respectfully Submitted,

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)

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/s/ Brittany Stewart

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CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2022, I electronically filed a copy of the foregoing with the Clerk of Court by using the CM/ECF system, which will automatically serve all counsel of record.

/s/ Ezra Young

Ezra Young (NY Bar No. 5283114)