

# Anderson Center Seventh Circuit Moot Court Competition

No. 23-3019

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UNITED STATES COURT OF APPEALS  
FOR THE SEVENTH CIRCUIT

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Betsy Zott,  
Plaintiff-Appellant,

v.

HRI, Inc.,  
Defendant-Appellee.

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## 2024 Official Competition Problem

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**College of Law**

UNIVERSITY OF ILLINOIS URBANA-CHAMPAIGN

## **A Few Considerations and Instructions (Supplemental to the Competition Rules)**

**The issues on appeal.** The Seventh Circuit has certified two issues for appeal on this matter:

1. Did the district court correctly determine that Mr. Oyoung was disqualified pursuant to Rule of Professional Conduct 1.9(a)?
2. Assuming that Mr. Oyoung is disqualified, did the district court correctly determine that the law firm of Julius & Handler, LLP was also disqualified pursuant to Rule of Professional Conduct 1.10(c)?

**Notes on the Record.** The approach to the problem materials taken by the Anderson Center Seventh Circuit Moot Court Competition may be different than competition materials you have seen before as they are designed to avoid providing viable arguments to either team. For example, although you have been provided with pleadings related to the motion on appeal, they do not provide detailed discussions of the applicable law in this area.

Similarly, while the district court's Order cites cases within the appropriate area of law, these should be considered more in the nature of research prompts, not as a complete list or even as signposts to the best cases for this problem.

In addition, you will likely note that, while professional conduct rules are referenced in the Record, no specific ethical code is provided. One of your tasks will be to determine the applicable rules for the relevant court.

**A note on the standard of review.** The following facts should be carefully considered when determining the standard of review: the district court decided this case based only on the pleadings and attached affidavits and documentary evidence, it did not hold an evidentiary hearing, and it did not make any findings of fact.

**Citations to the Record.** When citing to the Record in your brief, you should use the Bates Numbers provided in the footer of each page. These are the numbers in the bottom right-hand corner of the page that are preceded by the letter R and that run sequentially through the entire Record.

Case No. 2:23-CV-146-ENK

Current Date: 1/12/2024

Court: U.S. District Court, Northern District of Indiana (South Bend Division)  
Case Title: Zott v. HRI, Inc.  
Case: 2:23-CV-146-ENK  
Judge: Honorable Elena N. Kabacinski  
Date Filed: 05/02/2023  
Nature of Suit: Equal Pay Act of 1963

**PARTICIPANT INFORMATION**

**PLAINTIFF(S): Betsy Zott**

Attorney: Jean T. Julius  
Status: LEAD ATTORNEY; ATTORNEY TO BE NOTICED  
Firm Name: Julius & Handler, LLP  
Attorney Address: 303 South Main Street  
Mishawaka, IN 46544  
Attorney Phone: 574-555-8100  
Email Address: jjulius@jhllp.com

**DEFENDANT(S): HRI, Inc.**

Attorney: Edward H. Wallen  
Status: LEAD ATTORNEY; ATTORNEY TO BE NOTICED  
Firm Name: Knowles, Swift, Bruce, PLLC  
Attorney Address: 429 North Pennsylvania Street  
Indianapolis, IN 46204  
Attorney Phone: 317-555-1000  
Email Address: wallen@ksblaw.com

Case No. 2:23-CV-146-ENK

DOCKET PROCEEDINGS

Entry #:	Date:	Description:
26	12/22/2023	Verification Of Payment Of U.S. Court of Appeal Fees Received \$605.00 Receipt Number IP19274 Re Appeal Filed By Zott TRANSMITTED
25	12/19/2023	U.S. COURT OF APPEALS ORDER (CERTIFIED) It is ordered that the petition for permission to appeal pursuant to 28 U.S.C. 1292(b), is GRANTED and has been assigned DOCKET NUMBER 23-3019. Petitioners shall pay the required appellate fees to the clerk of the district court within ten days from the entry of this order pursuant to Federal Rule of Appellate Procedure 5(d)(1).
24	11/14/2023	Plaintiff's Motion To Amend The Order On The Motion To Disqualify Julius & Handler To Include Certification For An Interlocutory Appeal GRANTED Judge: Kabacinski, Elena N.
23	10/20/2023	Plaintiff's Motion To Amend The Order On The Motion To Disqualify Julius & Handler To Include Certification For An Interlocutory Appeal And To Stay Proceedings Pending Resolution Of Same FILED Participant: Zott Attorney: Julius & Handler, LLP
22	10/10/2023	Notice Of Intent To Seek Certification For Interlocutory Appeal And To Stay Proceedings FILED Participant: Zott Attorney: Julius & Handler, LLP
21	10/03/2023	ORDER: Motion To Disqualify Julius & Handler, LLP GRANTED Judge: Kabacinski, Elena N.
20	09/20/2023	Plaintiff's Response To Defendant's Motion To Disqualify Julius & Handler, LLP And Its Attorneys From Representing Betsy Zott FILED Participant: Zott Attorney: Julius & Handler, LLP
19	08/31/2023	ORDER: Briefing Schedule re Motion to Disqualify Julius & Handler, LLP And Its Attorneys From Representing Betsy Zott Set; Status Set Judge: Kabacinski, Elena N. Date: 10/10/2023 Court Time: 1030
18	08/30/2023	Motion To Disqualify Julius & Handler, LLP And Its Attorneys From Representing Betsy Zott FILED Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC
17	08/14/2023	Subpoena ISSUED Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC
16	07/31/2023	ORDER: Case Management Conference Set Judge: Kabacinski, Elena N. Date: 08/31/2023
15	07/31/2023	Subpoena Issued Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC

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14	07/27/2023	Subpoena Duces Tecum ISSUED Participant: Zott Attorney: Julius & Handler, LLP
13	07/19/2023	Certificate Of Service – Interrogatories FILED Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC
12	07/13/2023	Certificate Of Service – Interrogatories FILED Participant: Zott Attorney: Julius & Handler, LLP
11	06/29/2023	ORDER: Discovery Allowed; Status Set Judge: Kabacinski, Elena N. Date: 07/31/2023 Court Time: 0900
10	06/27/2023	Discovery Plan FILED Participant: Zott Attorney: Julius & Handler, LLP
9	06/27/2023	Discovery Plan FILED Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC
8	06/15/2023	ORDER: Status Set Judge: Kabacinski, Elena N. Date: 06/29/2023 Court Time: 1030
7	06/15/2023	Initial Pretrial Conference HELD
6	05/30/2023	ORDER: Initial Pretrial Conference Set Judge: Kabacinski, Elena N. Date: 06/15/2023 Court Time: 0930
5	05/16/2023	Answer FILED Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC
4	05/16/2023	Notice Of Appearance FILED Participant: HRI, Inc. Attorney: Knowles, Swift, Bruce, PLLC
3	05/02/2023	ORDER: Case Set On Status Call Judge: Kabacinski, Elena N. Date: 05/30/2023 Court Time: 0900
2	05/02/2023	Complaint FILED Participant: Zott Attorney: Julius & Handler, LLP
1	05/02/2023	Civil Cover Sheet

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA,  
SOUTH BEND DIVISION

BETSY ZOTT,  
PLAINTIFF,

v.

HRI, INC.,  
DEFENDANT.

Filed 05/02/2023  
\$405 Fee paid  
Acct. 1238898  
Assigned Docket No.  
2:23-CV-146-ENK

**COMPLAINT**

Comes the Plaintiff, Betsy Zott, and for cause of action states as follows:

**NATURE OF THE ACTION**

This action is brought under the Federal Equal Pay Act to correct unlawful employment practices on the basis of sex and to provide appropriate relief to the plaintiff, Betsy Zott, who was adversely affected by such practices.

**PARTIES**

1. The Plaintiff, Betsy Zott, is, and was during all times relevant to this proceeding, a citizen and resident of South Bend, Indiana. Ms. Zott is, and was at all times relevant to this proceeding, either employed by HRI, Inc. at its research facility located in South Bend, Indiana or engaged with HRI, Inc. in finalizing the terms of the offer of employment that it had made to her.

2. The Defendant, HRI, INC. is, and was during all times relevant to this proceeding, a corporation headquartered in South Bend, Indiana. It owns and operates a research facility, which is located in South Bend, Indiana. At all relevant times, HRI, Inc. has continuously been a corporation, incorporated under the laws of Indiana and doing business within the state of Indiana.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 as this action is brought pursuant to the Federal Equal Pay Act, 29 U.S.C. § 206(d)(1). The parties are residents of or headquartered within St. Joseph County, Indiana, and the employment practices alleged in this complaint to be unlawful were committed in St. Joseph County, Indiana. Therefore, venue is properly within the United States District Court for the Northern District of Indiana under 28 U.S.C. § 1391(b).

### **STATEMENT OF FACTS AND CLAIMS**

4. The Federal Equal Pay Act prohibits an employer to discriminate “between employees on the basis of sex by paying wages to employees in [any] establishment . . . at a rate less than the rate at which he pays wages to employees of the opposite sex in such establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility and which are performed under similar working conditions.” 29 U.S.C. § 206(d)(1).

5. Ms. Zott has a Ph.D. in chemistry from the Massachusetts Institute of Technology, which she obtained in 2017. She has been employed by HRI, Inc. since June 11, 2021, as a “Senior Scientific Researcher.” As such, she leads projects and research design and collaborates with managers and project team members. During the period between obtaining her Ph.D. and her employment with HRI, Inc.—May 2017 to May 2021—she was a postdoctoral fellow at Stanford, where she worked with Cal Evans.

6. Like Ms. Zott, Cal Evans obtained a Ph.D. in chemistry in 2017; his degree was awarded by The Scripps Research Institute. Mr. Evans was also a postdoctoral fellow at Stanford during the period between May 2017 and May 2021. At Stanford, Ms. Zott and Mr. Evans were

collaborators, working on the same project. He has been employed by HRI, Inc. since June 16, 2021, his title is “Senior Scientist.”

7. On June 9, 2021, Ms. Zott entered into an employment agreement with HRI, Inc., which details her compensation package. On information and belief, HRI, Inc. was represented by the law firm of Knowles, Swift, Bruce, PLLC (the “Firm”). The employment agreement, as executed by Ms. Zott, was executed at the Firm’s offices in Indianapolis, Indiana and her primary contact as regards the employment agreement was a partner at the Firm.

8. Ms. Zott’s first contact with the Firm was on May 28, 2021. This meeting occurred following preliminary discussions with HRI, Inc. regarding her employment. HRI, Inc. indicated to Ms. Zott that the Firm would represent it in finalizing the details of the employment agreement.

9. Ms. Zott arrived at the May 28 meeting at approximately 11:00a.m. She was brought to a conference room and met with a person who introduced herself as Stephanie Massini and stated that she was a partner of the Firm. Ms. Massini presented Ms. Zott with a proposed employment agreement (the “Initial Agreement”).

10. The Initial Agreement was approximately 6 pages long and appeared to have been customized for Ms. Zott as regards her name and other specific information regarding her position. The footer on each page of the document contained the notation “HRIS<sup>t</sup>” and a page number. In reviewing the Initial Agreement, Ms. Zott realized that it did not include all the compensation and perquisites, including, for example, stock options, that she believed were to be included in her employment package, following her discussions with HRI, Inc. management.

11. When Ms. Zott pointed this out, Ms. Massini reviewed the Initial Agreement and apologized to Ms. Zott. Ms. Massini exited the room, returning approximately 10 minutes later



with a new employment agreement (the “Replacement Agreement”). The Replacement Agreement, like the Initial Agreement, was customized for Ms. Zott. Unlike the Initial Agreement, however, the Replacement Agreement was 28 pages long and included information regarding perquisites and stock options. The footer on each page of the document contained the notation “HRIMgt” and a page number.

12. On June 14, 2021, Mr. Evans entered into an employment agreement with HRI, Inc. Like Ms. Zott, his primary contact as regards the employment agreement was the Firm, and he executed his employment agreement at the Firm’s Indianapolis office.

13. Like Ms. Zott, HRI directed Mr. Evans to work with the Firm to finalize his employment agreement. On information and belief, Mr. Evans’s first meeting with a member of the Firm was on Monday, May 24 and the Firm only provided Mr. Evans with one Employment Agreement, which was approximately 30 pages long. On information and belief, the footer on each page of the document contained the notation “HRIMgt” and a page number.

14. On information and belief, and despite their different titles, Ms. Zott and Mr. Evans perform the same essential job duties, under similar working conditions and each of their jobs requires equal skill, effort, and responsibility.

15. On information and belief, Ms. Zott and Mr. Evans are similarly qualified for their positions. Furthermore, Ms. Zott and Mr. Evans began their respective employment with HRI, Inc. within a week of each other.

16. On information and belief, Ms. Zott’s compensation is not equal to Mr. Evans’s compensation; Ms. Zott is not only paid a lower salary but there are significant differences between her non-salary compensation and Mr. Evans’s, which are detrimental to Ms. Zott.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully asks this Court to:

- A. Grant a permanent injunction enjoining HRI, Inc., its officers, agents, servants, employees, attorneys, and all persons in active concert or participation with them, from engaging in employment practices that discriminate on the basis of sex.
- B. Order HRI, Inc. to make Betsy Zott whole by providing appropriate back pay with prejudgment interest, in amounts to be determined at trial, and other affirmative relief necessary to eradicate the effects of its unlawful employment practices.
- C. Grant such other and further relief as the Court deems necessary and proper in the public interest.

Respectfully submitted,

By: /s/ Jean T. Julius

Jean T. Julius  
Julius & Handler, LLP  
303 South Main Street  
Mishawaka, IN 46544

Phone: 574-555-8100  
Email: [jjulius@jhllp.com](mailto:jjulius@jhllp.com)

Attorneys for Betsy Zott

UNITED STATES DISTRICT COURT  
for the  
Northern District of Indiana

_____	Betsy Zott	)	
	<i>Plaintiff</i>	)	
	v.	)	Case No. 2:23-CV-146-ENK
_____	HRI, Inc.	)	
	<i>Defendant</i>	)	

**APPEARANCE OF COUNSEL**

To: The clerk of court and all parties of record

I am admitted or otherwise authorized to practice in this court, and I appear in this case as counsel for:

the Defendant, HRI, Inc. \_\_\_\_\_

Date: 05/16/2023

\_\_\_\_\_  
*/s/ Edward H. Wallen*  
*Attorney's signature*

\_\_\_\_\_  
Edward H. Wallen, 19336-29  
*Printed name and bar number*

\_\_\_\_\_  
Knowles, Swift, Bruce, PLLC  
429 North Pennsylvania Street  
Indianapolis, IN 46204  
*Address*

\_\_\_\_\_  
wallen@ksblaw.com  
*E-mail address*

\_\_\_\_\_  
(317) 555-1000  
*Telephone number*

\_\_\_\_\_  
(317) 555-1100  
*FAX number*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA (SOUTH BEND)

Betsy Zott,	)	
Plaintiff,	)	
	)	
v.	)	
	)	No. 2:23-CV-146-ENK
HRI, Inc.,	)	
Defendant.	)	

**MOTION TO DISQUALIFY JULIUS & HANDLER, LLP AND ITS ATTORNEYS FROM  
REPRESENTING BETSY ZOTT**

Comes now the Defendant, HRI, Inc., by and through its attorneys, Knowles, Swift, Bruce, PLLC, and pursuant to the Indiana Rules of Professional Conduct 1.09(a) and 1.10(c), file this Motion to Disqualify Julius & Handler, LLP and its Attorneys from Representing Betsy Zott and, in support of same, states as follows:

On May 2, 2023, the Plaintiff in this matter filed her complaint against HRI, Inc. (“HRI”). Plaintiff has been represented at all times during this matter by Julius & Handler, LLP (“Plaintiff’s Firm”). HRI has recently discovered, however, that one of its prior attorneys has been working at Plaintiff’s Firm throughout the pendency of this matter.

On August 3, 2023, Defendant’s Firm received a notice to HRI via its counsel, Knowles, Swift, Bruce, PLLC (“HRI’s Firm”), stating that Wallace Oyoung had joined their firm as an attorney on August 1, 2023.<sup>1</sup> Before taking a position at Plaintiff’s Firm, Mr. Oyoung was employed as an attorney at HRI’s Firm and personally worked on multiple HRI matters.<sup>2</sup>

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<sup>1</sup> A copy of that notice is attached to this Motion as **Exhibit A**.

<sup>2</sup> Additional details regarding Wallace Young’s employment at Knowles, Swift, Bruce, PLLC, are provided in the Affidavit of Jerald Wambsgans, attached to this Motion as **Exhibit B**.

Rule of Professional Conduct 1.9(a) prohibits an attorney from representing a new client whose interests are materially adverse to those of a prior client unless the former client gives consent to the new engagement. In this case, the Plaintiff's interests are directly adverse to those of Mr. Oyoung's prior client HRI. Furthermore, HRI has not and will not give consent to Mr. Oyoung's representation of Plaintiff in this matter.

In addition, when an attorney is disqualified from representing a client due to Rule of Professional Conduct 1.9(a), Rule of Professional Conduct 1.10(c) prohibits other lawyers in the same firm from representing that client unless three conditions are met. In this case, of those three conditions, only the requirement that the attorney not have primary responsibility for the matter causing disqualification has been met.

For the foregoing reasons, HRI respectfully requests that this Court enter an order disqualifying Julius & Handler, LLP and its attorneys from representing Betsy Zott in this matter.

Respectfully submitted,

By: /s/ Edward H. Wallen  
Edward H. Wallen

Knowles, Swift, Bruce, PLLC  
429 North Pennsylvania Street  
Indianapolis, IN 46204  
Phone: 317-555-1000  
Fax: 317-555-1100  
Email: jjulius@jhllp.com

**Exhibit A to Motion to Disqualify Julius & Handler, LLP**

Julius & Handler, LLP  
303 South Main Street  
Mishawaka, IN 46544

The logo for Julius & Handler, LLP, featuring the letters 'J&H' in a large, bold, serif font. The logo is contained within a light gray rectangular box with a folded bottom-right corner, set against a black horizontal bar.

August 1, 2023

HRI, Inc. c/o  
Knowles, Swift, Bruce, PLLC  
Attn: Edward H. Wallen  
429 North Pennsylvania Street  
Indianapolis, IN 46204

To whom it may concern,

Julius & Handler, LLP, is pleased to announce that Wallace Oyoung has joined our firm on this date. We are delighted to welcome him as a colleague.

We are sending this notice pursuant to Rule 1.10(c) of the Rules of Professional Conduct. Mr. Oyoung has informed us that HRI, Inc. is one of his former clients and our conflicts search indicates that we currently represent Betsy Zott in a suit brought against HRI, Inc. in the District Court for the Northern District of Indiana, case number 2:23-CV-146-ENK.

As an abundance of caution, we have instituted screening measures to ensure compliance with Rule 1.10(c). Those screening measures were instituted on this date and are as follows:

1. Mr. Oyoung has executed a written acknowledgment of his understanding with our firm that he is forbidden from communicating with any attorney in our firm regarding his former work for HRI, Inc. and that he is forbidden from communicating with any attorney in our firm about the Zott matter referenced above or any other matters which our firm may be handling for Ms. Zott or services provided to Ms. Zott.
2. The undersigned, the managing partner of the firm, has circulated a memo (the "Oyoung/Zott Screening Memo") via email to all the other attorneys in our firm that informed them that (a) Mr. Oyoung was being screened from all information related to our representation of Ms. Zott, and (2) they each had an obligation not to discuss any aspect of our representation of Ms. Zott with Mr. Oyoung. This memo requires each of the other attorneys to acknowledge receipt and review of the memo by return of email.

3. The undersigned hereby confirms that she has received and reviewed the Oyoung/Zott Screening Memo.
4. The chart below lists each of the attorneys within our firm, with the exception of Mr. Oyoung and myself, and indicates the date upon which the Oyoung/Zott Screening Memo was sent to them and the date that our managing partner received the attorney's responsive email confirming receipt and review of the Oyoung/Zott Screening Memo, where such responsive email has been received.

Attorney Name	Oyoung/Zott Screening Email Sent	Oyoung/Zott Screening Memo Acknowledged as Received and Reviewed
Jared H. Chouquette	08/01/2023	08/01/2023
Paul M. Debe	08/01/2023	Pending
Alex C. Diaz	08/01/2023	08/01/2023
Artie L. George	08/01/2023	08/01/2023
Jack R. Hawke	08/01/2023	08/01/2023
Sam T. Jones	08/01/2023	08/01/2023
Slater N. LeGrande	08/01/2023	08/01/2023
Terry Paltrow	08/01/2023	08/01/2023
J.N. Reacher	08/01/2023	Pending
Donna L. Scott	08/01/2023	08/01/2023
Rosario Q. Striker	08/01/2023	08/01/2023
Karthik Ventkataramen	08/01/2023	08/01/2023

Should you request, we will be happy to provide you with any updates to the chart set out in item #4 above, however, we anticipate that each attorney in the firm will acknowledge receipt and review of the Oyoung/Zott Screening Memo on or before August 5, 2023.

Should you have any questions or concerns, please do not hesitate to contact me.

Regards,

Christie Handler  
 Managing Partner

574-555-8108 | chandler@jhllp.com

**Exhibit B to Motion to Disqualify Julius & Handler, LLP**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA (SOUTH BEND)

Betsy Zott,	)	
Plaintiff,	)	
	)	
v.	)	
	)	No. 2:23-CV-146-ENK
HRI, Inc.,	)	
Defendant.	)	

**AFFIDAVIT OF MICHAEL MCCARTHY, JR.**

The affiant, Michael McCarthy, Jr., being duly sworn, deposes and says:

1. I am an attorney, Indiana Bar No. 58760-29, and the managing partner of Knowles, Swift, Bruce, PLLC.
  
2. Knowles, Swift, Bruce, PLLC is a national law firm with a varied legal practice. It has offices in 23 U.S. cities, including Indianapolis. During all relevant periods, Knowles, Swift, Bruce, PLLC employed approximately 1,500 full- and part-time attorneys.
  
3. Knowles, Swift, Bruce, PLLC has represented HRI, Inc. continuously since November 7, 2012. HRI, Inc. is a research institute located in South Bend, Indiana. It employs approximately 9,000 people.
  
4. During the course of its relationship of HRI, Inc., Knowles, Swift, Bruce, PLLC has represented HRI, Inc. in both litigation and transactional matters, including on suits



brought against it under the Equal Pay Act of 1963 and on routine employment matters, including essential tasks related to hiring and firing employees.

5. Wallace Oyoung was first employed by Knowles, Swift, Bruce, PLLC during the summer of 2014. During this period Mr. Oyoung worked in our Indianapolis office as a summer associate, while he was between his second and third year of law school; summer associates are not yet licensed lawyers and are not members of the firm.

6. Mr. Oyoung joined Knowles, Swift, Bruce, PLLC as an associate in the Indianapolis office on September 8, 2015, after his graduation from law school. Mr. Oyoung continued to work at Knowles, Swift, Bruce, PLLC as an associate until March 26, 2020; all Mr. Oyoung's legal work was supervised by a partner, as with all Knowles, Swift, Bruce, PLLC associates. Mr. Oyoung worked as a full-time associate between his start date and December 31, 2019. Thereafter, Mr. Oyoung worked as a part-time associate until he left the firm on March 26, 2020. In accordance with firm policy, Mr. Oyoung's attorney profile was removed from Knowles, Swift, Bruce, PLLC website at 23:59:59 on March 26, 2020.

7. HRI, Inc. is a high-volume and demanding client and is therefore serviced only by full-time attorneys. As a result of Mr. Oyoung's decision to alter his status with the firm, he performed no work for HRI, Inc. during the period between December 31, 2019, and March 26, 2020.

8. Knowles, Swift, Bruce, PLLC routinely permits, and, indeed, encourages new associates to work in multiple practice groups during their first two to three years, but expects associates to select a primary practice group in their third or fourth years. Mr. Oyoung officially joined the Labor and Employment Law Group on September 1, 2017.

9. When Mr. Oyoung joined the Labor and Employment Law Group, he was added to the team servicing HRI, Inc. Between September 7, 2017, and November 7, 2019, the HRI, Inc. team consisted of two equity partners, three income partners, and three associates, the most junior of whom was Mr. Oyoung. On November 8, 2019, a second-year associate was added to the HRI, Inc. team.

10. Mr. Oyoung performed extensive work with HRI, Inc. employment agreements. Knowles, Swift, Bruce, PLLC handles all new hires for HRI, Inc. and has created form employment agreements for various positions at HRI, Inc., including separate forms for management positions, research staff positions, and support staff positions. As would be expected, the support staff position employment agreements are the least heavily negotiated and the employment agreements for the management positions are the most heavily negotiated, revised, and customized based on the agreements made between HRI, Inc. and individual employees.

11. Associates servicing HRI, Inc. routinely work on many employment agreements each year with new hires of HRI, Inc. Generally, associates begin by shadowing partners during negotiations of employment agreements, then participating in

negotiation sessions or taking the lead on negotiation sessions involving support staff positions. As associates gain experience and knowledge, they go through the same progression as to the more complex employment agreements, culminating in negotiating management employment agreements.

12. Similarly, associates servicing HRI, Inc. can be expected to work on customizing many employment agreements each year. They generally start by making directed changes as dictated by the supervising partner. They are then trusted to determine and incorporate changes based on their notes taken during negotiations and mediating between the client and HRI, Inc. management before, eventually, taking the lead on drafting the employment agreements. As with negotiations, associates begin by working on support staff employment agreements and work up to management employment agreements.

13. Knowles, Swift, Bruce, PLLC reviews the HRI, Inc. form employment agreements every five years, verifying that they incorporate any changes in relevant law, anticipate potential problems, and incorporate the latest thinking regarding contract drafting methods and practices. The last time the form employment agreements were updated was in June 2019, and Mr. Oyoung was heavily involved in this process.

14. **Exhibit 1** attached to this Affidavit provides information regarding (1) Mr. Oyoung's billable hours while he worked at Knowles, Swift, Bruce, PLLC; (2) Mr. Oyoung's billable hours, broken down by practice group; (3) the hours billed by Mr.

Oyoung to HRI, Inc.; and (4) the hours billed by Mr. Oyoung to individual HRI, Inc. matters with a description of the work performed. Knowles, Swift, Bruce, PLLC's fiscal year begins on September 1 and ends on August 31. The information provided on Exhibit A is maintained by Knowles, Swift, Bruce, PLLC in the ordinary course of business. In all cases, the reported billable hours are inclusive of hours later written off by the supervising attorney on any matter; for this reason, the hours provided on Exhibit A will not precisely conform with client invoices. Of particular note: it is Knowles, Swift, Bruce, PLLC's policy not to bill summer associate work to our clients.

15. Mr. Oyoung was hired as a temporary attorney by Knowles, Swift, Bruce, PLLC during the period between April 5, 2020, and December 10, 2020. As a temporary attorney, Mr. Oyoung worked on legal matters as directed by Knowles, Swift, Bruce, PLLC on a contract basis. Knowles, Swift, Bruce, PLLC does not consider temporary attorneys to be members of the firm; rather, they are contractors.

16. As a contract attorney, Mr. Oyoung worked on a single class action Equal Pay Act lawsuit. He primarily conducted document review as part of our discovery

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preparations, but also performed some targeted research and drafting tasks related to the suit.

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

By: /s/ Michael McCarthy, Jr.  
Michael McCarthy, Jr.

State of Indiana  
County of Marion

I, Mamoru Nishimura, a Notary Public, hereby certify that Michael McCarthy, Jr., whose name is signed to the foregoing affidavit and who is known to me, acknowledged before me on this day that the foregoing is true and correct and that he has executed this affidavit voluntarily on the day the same bears date.

/s/ Mamoru Nishimura

Notary Public

My Commission Expires: November 13, 2025.

**EXHIBIT 1 TO AFFIDAVIT OF MICHAEL MCCARTHY, JR.**

Knowles, Swift, Bruce, PLLC

Billing Records: Oyoung, Wallace R.

**FY 2013-14****May 20-July 15**Total Hours Billed During Period: 191.0Hours Billed per Practice Group:

Labor & Employment	Transactional	Financial Institutions	Trusts & Estates	Class Action Lawsuits
38.2	14.8	87.6	16.9	33.5

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 0.0**FY 2014-15****September 7-August 1**Total Hours Billed During Period: 1548.4Hours Billed per Practice Group:

Mergers & Acquisitions	Labor & Employment	Antitrust & Competition	Tax
757.0	704.7	59.8	26.9

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 16.0Summary of Hours Billed to Client HRI, Inc. (#78912):

Matter No.	Hours	Description of Work
2018	8.7	OSHA research, drafted memo to file
4788	5.0	OSHA research, drafted memo to file
3890	2.3	ERISA research, drafted memo to file

**FY 2015-16**Total Hours Billed During Period: 1729.6Hours Billed per Practice Group:

Labor & Employment	Mergers & Acquisitions	Appeals
852.7	748.2	128.7

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 134.2Summary of Hours Billed to Client HRI, Inc. (#78912):

Matter No.	Hours	Description of Work
2018A	8.6	Review of due diligence re acquisition of B&D Chemical, LLC
4788	7.3	OSHA research, drafted email report
6011	26.2	OSHA research, drafted memos to file
6256	18.0	ERISA research, drafted memo to file
8011	13.2	OSHA research, drafted memo to file

9320	2.6	Reviewed and summarized correspondence
9321	12.2	ERISA research, drafted memo to file
10145	46.1	Reviewed and summarized deposition transcripts in re ADA claim brought against client

**FY 2016-17**

Total Hours Billed During Period: 1787.1

Hours Billed per Practice Group:

Labor & Employment	Mergers & Acquisitions	Appeals	Tax
770.8	796.3	188.8	31.2

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 582.1

Summary of Hours Billed to Client HRI, Inc. (#78912):

Matter No.	Hours	Description of Work
1000*	96.6	Incorporated directed changes in employment agreements for new hires, shadowed multiple partners during negotiations of same with potential employees
2018A	261.4	Review of due diligence re acquisition of B&D Chemical, LLC, shadowed attorneys during negotiations with seller's counsel, worked on schedules and exhibits to purchase agreement and ancillary agreements
4788	25.0	OSHA research, drafted memo to file
4792	28.3	ERISA research, drafted memo to file
5133	37.4	ERISA research, drafted memo to file
8701	76.6	Worked on discovery responses and review of discovery received in re ADA claim brought against client
9880	41.5	ERISA research, drafted memo to client
10187	15.3	Worked on discovery responses in re Title VII claim brought against client

**FY 2017-18**

Total Hours Billed During Period: 1987.1

Hours Billed per Practice Group:

Labor & Employment	Mergers & Acquisitions
1751.6	235.5

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 943.7

Summary of Hours Billed to Client HRI, Inc. (#78912):

Matter No.	Hours	Description of Work
1000*	301.5	Attended and participated in negotiation sessions with multiple new hires and drafted negotiated changes re 15 research staff employment agreements and 29 support staff employment agreements (primary drafter on 12 research staff employment agreements and 23 support staff employment agreements). Shadowed partner in negotiation sessions with 3 new management hires and incorporated directed changes.
1406	21.7	OSHA research, drafted memo to file

\* Includes all hours billed to individual new hire sub-matters opened under this matter number.

2999	8.6	OSHA research, drafted email report
4792	13.7	ERISA research, drafted client memo
6081	108.6	Worked on discovery responses in re Title VII claim brought against client including document requests and interrogatory responses, drafted pleadings re Title VII litigation
10187	489.6	Worked on discovery responses in re Title VII claim brought against client including document requests and interrogatory responses, reviewed deposition transcripts, drafted various pleadings as directed, research re various litigation issues associated with Title VII claim

**FY 2018-19**

Total Hours Billed During Period: 1806.9

Hours Billed per Practice Group:

Labor & Employment	Mergers & Acquisitions
1620.0	186.9

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 986.8

Summary of Hours Billed to Client HRI, Inc. (#78912):

Matter No.	Hours	Description of Work
0068	95.0	Reviewed, revised, and updated client’s standard management employment agreement form.
1000*	237.6	Attended and participated in negotiation sessions with multiple new hires and primary drafter on 12 research staff employment agreements, 14 support staff employment agreements. Lead negotiator and primary drafter on employment agreements for 2 new management hires.
5108	37.2	FMLA research; drafted client memo
5921	6.8	Fair Labor Standards Act research
10199	592.6	Worked on discovery re suit brought against client under Age Discrimination in Employment Act and Equal Pay Act, including responding to document requests and interrogatories and assisting partners prepare to defend depositions. Research regarding ADEA and EPA. Primary responsibility for drafting settlement agreement.
10201	17.6	Worked on discovery re suit brought under Title VII, including drafting interrogatories and document requests

**FY 2019-20**

**September 1-March 26**

Total Hours Billed During Period: 734.9

Hours Billed per Practice Group:

Labor & Employment	Mergers & Acquisitions
698.5	36.4

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 407.3

\* Includes all hours billed to individual new hire sub-matters opened under this matter number.



Matter No.	Hours	Description of Work
0068	95.0	Reviewed, revised, and updated client's standard management employment agreement form.
1000*	187.6	Attended and participated in negotiation sessions with multiple new hires and primary drafter on 12 research staff employment agreements, 14 support staff employment agreements; lead negotiator and primary drafter on employment agreements for 2 new management hires
10213	124.7	Worked on discovery re suit brought against client under Title VII and Equal Pay Act, including responding to document requests and interrogatories and assisting partners prepare to defend depositions

**April 5-December 10**

Total Hours Billed During Period: 768.6

Hours Billed per Practice Group:

Class Action Lawsuits
768.6

Hours Billed to Client HRI, Inc., (client #78912 (all matter numbers)) During Period: 0.0

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\* Includes all hours billed to individual new hire sub-matters opened under this matter number.

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA,  
SOUTH BEND DIVISION

BETSY ZOTT,	)	
PLAINTIFF,	)	
	)	
v.	)	No. 2:23-CV-146-ENK
	)	
HRI, INC.,	)	
DEFENDANT.	)	

**PLAINTIFF’S RESPONSE TO DEFENDANT’S MOTION TO DISQUALIFY JULIUS & HANDLER, LLP AND ITS ATTORNEYS FROM REPRESENTING BETSY ZOTT**

Plaintiff, Betsy Zott, by and through her counsel, Julius & Handler, LLP, hereby files her Response to Defendant’s Motion to Disqualify Julius & Handler, LLP and its Attorneys from Representing Betsy Zott, and states as follows:

The Motion by Defendant, HRI, Inc. (“HRI”) to disqualify Julius & Handler, LLP as counsel for Ms. Zott should be denied.

There is no basis for disqualifying Wallace Oyoung from representing Betsy Zott. While Wallace Oyoung did previously have an attorney-client relationship with Defendant while he was employed as an associate attorney by Knowles, Swift, Bruce, PLLC, Rule of Professional Conduct 1.9(a) is inapplicable in the instant case because Ms. Zott’s case is neither the same as any matter that Mr. Oyoung worked on while representing HRI nor is it substantially related to any matter that Mr. Oyoung worked on while representing HRI.

Furthermore, even if there were a basis for disqualifying Wallace Oyoung from representing Betsy Zott, there is no basis for disqualifying the entire law firm of Julius & Handler, LLP because the firm has complied with the requirements of Rule of Professional Conduct 1.10(c). As averred by Michael McCarthy in paragraph 6 of his Affidavit, attached as

Exhibit B to the Motion to Disqualify, “all Mr. Oyoung’s legal work was supervised by a partner.” Therefore, Mr. Oyoung could not have had primary responsibility for any HRI matter.

Furthermore, Mr. Oyoung joined Julius & Handler, LLP on August 1, 2023, and was screened from Ms. Zott’s case on the same day, as stated in the Notice sent to HRI and attached as Exhibit A to the Motion to Disqualify. **Exhibits 1** and **2** to this Response, the Affidavits of Wallace Oyoung, and Christie Handler, respectively, provide additional supportive information.

Wherefore, the Plaintiff, Betsy Zott, asks that this Court deny Defendant’s Motion to Disqualify Julius & Handler, LLP and its Attorneys from Representing Betsy Zott.

Respectfully submitted,

By: /s/ Jean T. Julius

Jean T. Julius  
Julius & Handler, LLP  
303 South Main Street  
Mishawaka, IN 46544

Phone: 574-555-8100  
Email: [jjulius@jhllp.com](mailto:jjulius@jhllp.com)

Attorneys for Betsy Zott

**Exhibit 1 to  
Plaintiff’s Response to Defendant’s Motion to Disqualify Julius & Handler, LLP**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA (SOUTH BEND)

Betsy Zott,	)	
Plaintiff,	)	
	)	
v.	)	No. 2:23-CV-146-ENK
	)	
HRI, Inc.,	)	
Defendant.	)	

**AFFIDAVIT OF WALLACE OYOUNG**

The affiant, Wallace Oyoung, being duly sworn, deposes and says:

1. I am an attorney and an associate at the law firm of Julius & Handler, LLP (J&H). I am a member of the Indiana Bar, and my Bar Number is: 27710-29.
2. I graduated from law school in 2015 and worked as an associate at Knowles, Swift, Bruce, PLLP (Knowles) between September 2015 and March 2020.
3. Because my partner and I welcomed a baby in December 2019, I arranged to move to part-time status with Knowles starting in January 2020. Due to the stress associated with the lockdown and the needs of my family at that time and, finding it difficult to limit my work with Knowles to the hours agreed upon for part-time status, I opted to leave the Knowles firm in March 2020.
4. After further discussions with Knowles, however, I agreed to work with them on a contract basis; that arrangement ran from April to December 2020. During that time, I worked with Knowles exclusively on a single class-action litigation.
5. While I considered returning to a traditional practice of law after leaving Knowles, I realized that I appreciated the freedom of working on a contract basis and the clarity of only working

on a single case. My next contract position, therefore, was with a small firm needing assistance during another class-action litigation, this time on the plaintiff's side, which I enjoyed. When that litigation ended, I entered into a contract attorney position with J&H that had a similar focus – J&H was a small firm needing outside assistance and specialized expertise to help with a class-action Equal Pay Act suit where they represented the class.

6. My contract with J&H began on February 20, 2023. I knew that I was only going to be helping on one case and that the only defendant in the case was the Blue Sun Corporation (Blue Sun). I was not surprised, therefore, when J&H did not request a list of my prior clients, nor did I provide a list. J&H did, of course, ask in my interview whether I had previously performed any legal work on behalf of Blue Sun: I had not.
7. Throughout the course of my contract work with J&H, I have not worked on any case except the Blue Sun case. My work is performed remotely, for the most part. It was originally intended to be a fully remote position, but relatively early in the engagement, I did agree to work in J&H's offices one day each week on the established Blue Sun team meeting day. It had become apparent that that adjustment would benefit the representation.
8. At all times throughout the course of my contract work with J&H, I have worked exclusively on my personal computer, including during those periods when I was working at the J&H offices.
9. On July 12, 2023, Christie Handler asked me if I would consider joining J&H as an associate attorney and we talked briefly about what that might look like. Somewhat to my surprise, I found myself considering it. After consulting with my family, I decided that I would like to accept the offer.

10. On July 18, I provided J&H with a full list of my former clients and the dates of my representation of each of them; that list included HRI, Inc. I was informed by Ms. Handler, after she ran conflicts check, that J&H was representing a client who was involved in a matter where HRI, Inc. was on the other side. I agreed with Ms. Handler that best practices would indicate a screen should be established between me and the firm as regards the case, given that I had worked for HRI while in the labor and employment law group at Knowles. Accordingly, I signed an acknowledgment that I was forbidden from communicating with any attorney in our firm regarding my work for HRI or about Ms. Zott or J&H's representation of Ms. Zott.

11. I have not spoken to any J&H attorney about my work for HRI, nor have I spoken to any J&H attorney about Ms. Zott, the Zott case, or J&H's representation of Ms. Zott since joining J&H as an associate.

12. I have performed no work on Ms. Zott's case since joining J&H as an associate.

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

By: /s/ Wallace Oyoung  
Wallace Oyoung

State of Indiana  
County of St. Joseph

I, Carrie Steffens, a Notary Public, hereby certify that Wallace Oyoung, whose name is signed to the foregoing affidavit and who is known to me, acknowledged before me on this 18th day of September, 2023, that the foregoing is true and correct and that he has executed this affidavit voluntarily.

/s/ Carrie Steffens  
Notary Public  
My Commission Expires: May 7, 2024.

**Exhibit 2 to  
Plaintiff’s Response to Defendant’s Motion to Disqualify Julius & Handler, LLP**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA (SOUTH BEND)

Betsy Zott,	)	
Plaintiff,	)	
	)	
v.	)	No. 2:23-CV-146-ENK
	)	
HRI, Inc.,	)	
Defendant.	)	

**AFFIDAVIT OF CHRISTIE HANDLER**

The affiant, Christie Handler, being duly sworn, deposes and says:

13. I am an attorney and the managing partner of Julius & Handler, LLP (J&H). I am a member of the Indiana Bar, and my Bar Number is: 16180-29.

14. J&H is a boutique labor and employment law firm located in Mishawaka, Indiana. Between January 2023 and July 31, 2023, there were twelve attorneys at the firm. Since Wallace Oyoung joined the firm on August 1, 2023, there have been thirteen attorneys at the firm.

15. J&H represents the Plaintiff, Betsy Zott, in the instant matter. Ms. Zott first consulted with J&H on Friday, April 3, 2023. Ms. Zott had telephoned earlier that week for an appointment and, as per routine practice, a conflicts check was run before we set up a consultation with her. The conflicts check was clear, and Ms. Zott met with partner Alex Diaz and Associate Sam Jones during the intake interview and initial consultation.

16. Following that meeting, and on the same day, Ms. Zott signed a retainer agreement and J&H opened a client file for Ms. Zott.

17. J&H and Mr. Oyoung entered into discussions regarding the possibility of his joining the firm as an associate on or about July 12, 2023. As part of the preliminary discussions, Mr. Oyoung provided J&H with a list of his former clients on July 18, 2023.
18. The conflicts check run by J&H regarding Mr. Oyoung's former clients did flag the relationship with HRI. However, Ms. Zott is the first and only client J&H has represented in any matter with HRI, and it was determined that Mr. Oyoung could be effectively screened from the Zott matter.
19. Accordingly, in my capacity as managing partner, I drafted a memo to all J&H attorneys alerting them to the conflict and informing them that they each, individually, had an obligation not to discuss any aspect of our representation of Ms. Zott with Mr. Oyoung. I sent this memo to all J&H attorneys at 7:00 a.m. on August 1, 2023. I also required each attorney to verify that they had received and read the memo. All attorneys had verified receipt and review by 9:24 a.m. on August 2.
20. In my capacity as managing partner, I also drafted an acknowledgment letter that Mr. Oyoung was required to sign as a condition of employment. By signing that letter, Mr. Oyoung acknowledged that he was forbidden from communicating with any attorney in our firm regarding any of his work for HRI and that he is forbidden from communicating with any attorney in our firm about the Zott case, Ms. Zott, or any services provided to or requested by Ms. Zott. Mr. Oyoung signed this acknowledgment letter before me at approximately 8:45 a.m. on August 1, 2023. The letter was made part of Mr. Oyoung's personnel file.
21. Jean Julius is the lead attorney on the Zott matter; all physical files and materials related to the Zott matter are kept in his office when not actively reviewed by another attorney. Digital



materials related to Ms. Zott's case are stored in the firm's databank. While J&H has methods for password-protecting digital materials, it does not have a formal standard as to when such protections should be used. An investigation conducted by me in my capacity of managing partner found that files related to the Zott matter were not password-protected at any time during our representation of Ms. Zott and, therefore, would be accessible to anyone in the firm database.

22. Mr. Oyoung has performed no work on Zott's case since joining the firm on August 1, 2023.
23. As mentioned in paragraph 2 of this Affidavit, J&H is a small, boutique law firm. In January of 2023, J&H commenced a class action lawsuit brought pursuant to 29 U.S.C. § 206(d)(1) against the Blue Sun Corporation. It was determined that additional assistance would be needed to effectively advance our clients' goals and, as a result, we hired a contract attorney for the first time. J&H entered into a contract attorney relationship with Mr. Oyoung on Monday, February 20. A copy of Mr. Oyoung's CV, as received in answer to our contract attorney job posting, is attached as Exhibit A.
24. There is no overlap between the attorneys or the support staff working on the Blue Sun Corporation case and those who would later work on Ms. Zott's case.
25. Before hiring Mr. Oyoung, J&H verified that he had not previously performed any work for Blue Sun Corporation, which was the only adverse party in the case that Mr. Oyoung would be exclusively assigned to. Because Mr. Oyoung was not joining J&H, we did not request a full list of Mr. Oyoung's prior clients at that time.
26. Under the terms of J&H's contract with Mr. Oyoung, he was to work only on the Blue Sun Corporation case during the term of his contract, which ran from February 20, 2023, to July

31, 2023, with an option to renew the contractual arrangements based on J&H's needs and Mr. Oyoung's interest. During the period of Mr. Oyoung's contract with us, Mr. Oyoung only performed work on that single Blue Sun Corporation case.

27. Pursuant to J&H's arrangement with Mr. Oyoung, Mr. Oyoung was to work remotely throughout the contract and was not provided with a J&H computer. Rather, he worked exclusively on his own laptop computer. J&H provided Mr. Oyoung with a password that gave him access to a shared digital folder (Blue Sun Folder), which was maintained by J&H; the password provided to Mr. Oyoung did not provide him with access to the firm's database and, therefore, would not allow access to any client materials. Materials that Mr. Oyoung would need for his assignments were placed in the Blue Sun Folder and the Blue Sun Folder contained only materials related to the Blue Sun Corporation litigation. The lead partner on the case determined which materials would be placed in the Blue Sun Folder at any given time and when materials would be removed from the Blue Sun Folder.
28. The team on the Blue Sun Corporation case also operated a "war room" in an otherwise empty office. All physical Blue Sun Corporation files and materials were kept in that room. No physical files or materials related to other cases were kept in the war room. In addition to the physical files, the room contained a desktop computer that was routinely left on and signed into the J&H firm's database, which would permit access to all unprotected files in the database, and a printer, which was connected to that desktop computer.
29. In March 2023, Mr. Oyoung and J&H executed an amendment to the original contractor agreement, which set out the terms related to Mr. Oyoung's physical presence in the firm's office each Tuesday between 9:00-5:00 to facilitate meetings among the members of the Blue Sun Corporation team. At this time, J&H provided Mr. Oyoung with a digital access card that

would admit him to our offices at any time. This avoided a situation where Mr. Oyoung would need to be personally admitted by a staff member each time he came to the office.

30. J&H did not provide Mr. Oyoung with an individual office. Mr. Oyoung worked in the Blue Sun Corporation war room on Tuesdays, bringing his personal laptop computer with him.

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

By: /s/ Christie Handler  
Christie Handler

State of Indiana  
County of St. Joseph

I, Carrie Steffens, a Notary Public, hereby certify that Christie Handler, whose name is signed to the foregoing affidavit and who is known to me, acknowledged before me on this 18th day of September, 2023, that the foregoing is true and correct and that she has executed this affidavit voluntarily.

/s/ Carrie Steffens  
Notary Public  
My Commission Expires: May 7, 2024.

## EXHIBIT A to Affidavit of Christie Handler

### WALLACE OYOUNG

1010 Corby Blvd, Unit 3, South Bend, IN 46617 · Tel. (574) 555-7930 ·  
[wallace.oyoung@gmail.com](mailto:wallace.oyoung@gmail.com)

#### EDUCATION:

**University of Notre Dame School of Law** | South Bend, IN

Juris Doctor, May 2015

Distinctions:

- Suma Cum Laude
- Member - Notre Dame Law Review
- William T. Kirby Award
- CALI Award for Excellent Achievement in the Study of Appellate Law Litigation Skills

**University of Southern California**, Los Angeles, California

Bachelor of Arts in Business, Minor in Political Science, May 2010

#### PROFESSIONAL EXPERIENCE:

**Associate – Knowles, Swift, Bruce, PLLC** | Indianapolis, IN

(September 2015-March 2020)

- Drafted documents for leveraged acquisitions, corporate governance, and employee benefits plans.
- Drafted court pleadings, motions, orders, settlement agreements.
- Performed financial analysis, due diligence, and legal research.
- Negotiated service contracts, leasing arrangements, and employment agreements.
- Experienced with ERISA, OSHA, Title VII, ADA, Equal Pay Act, and class-action cases.

**Contract Attorney - Knowles, Swift, Bruce, PLLC** | Indianapolis, IN

(April 2020-December 2020)

- Discovery and document review in class-action Equal Pay Act case.

**Contract Attorney - Ethridge, Kemp** | South Bend, IN

(January 2021-November 2022)

- Oversaw discovery and assisted with motion practice in class-action Equal Pay Act case.

#### Professional Service:

- Judge for law school moot court and ADR competitions (2017-present)
- High school mock trial coach (2021-present)

#### Bar Memberships

- Indiana
- United States District Court for the Northern District of Indiana
- United States Court of Appeals for the Southern District of Indiana

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA,  
SOUTH BEND DIVISION

BETSY ZOTT,	)	
PLAINTIFF,	)	
	)	
v.	)	No. 2:23-CV-146-ENK
	)	
HRI, INC.,	)	
DEFENDANT.	)	

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**ORDER ON DEFENDANT’S MOTION TO DISQUALIFY JULIUS & HANDLER, LLP  
AND ITS ATTORNEYS FROM REPRESENTING BETSY ZOTT**

Before the Court is Defendant’s Motion to Disqualify Julius & Handler, LLP and its Attorneys from Representing Betsy Zott. The Motion is opposed by the Plaintiff. The Court has reviewed the pleadings and supporting materials of both counsel for Defendant, Knowles, Sift, Bruce, PLLP, and counsel for Plaintiff, Julius & Handler, LLP. No evidentiary hearing on this motion was requested or required.

The facts in this case may be summarized thus: an attorney, Wallace Oyoung, who now works at the Plaintiff’s law firm, previously did a significant amount of work for the Defendant while working at the Defendant’s law firm. The Defendant now turns to this Court for protection against its former attorney.

This Court is mindful that attorney disqualification is “a drastic measure which courts should hesitate to impose except when absolutely necessary.” *Cromley v. Bd. of Educ.*, 17 F.3d 1059, 1066 (7th Cir. 1994) (quoting *Freeman v. Chi. Musical Instrument Co.*, 689 F.2d 715, 721 (7th Cir. 1982)). However, the Court is also mindful that “[d]oubts as to the existence of an asserted conflict of interest should be resolved in favor of disqualification.” *Westinghouse Elec. Corp. v. Gulf Oil Corp.*, 588 F.2d 221, 225 (7th Cir. 1978).

The requirement that an attorney refrain from accepting a new client's case when it would be adverse to the interests of a prior client ensures that "the confidences and secrets of a client" are preserved, as required by Canon 4. *Freeman*, 689 F.2d at 721 n.7 (7th Cir. 1982). An attorney's duty in this regard outlasts the formal professional engagement between attorney and client. *See generally Analytica, Inc. v. NPD Rsch., Inc.*, 708 F.2d 1263 (7th Cir. 1983); *LaSalle Nat'l Bank v. Cnty. of Lake*, 703 F.2d 252 (7th Cir. 1983). Furthermore, refusing to be engaged in actions that are adverse to the interests of a former client is one way in which an attorney "avoid[s] even the appearance of professional impropriety," as Canon 9 instructs us to do. *Freeman*, 689 F.2d at 721 n.8 (7th Cir. 1982). In this case, Defendant's prior attorney, Mr. Oyoung, has violated these precepts and therefore must be disqualified under Rule of Professional Conduct 1.9(a).

Furthermore, Mr. Oyoung's disqualification must be imputed onto Plaintiff's firm unless Plaintiff's firm can demonstrate that they have fully complied with all the requirements set out in Rule of Professional Conduct 1.10(c), including establishing an effective screen between the disqualified attorney and other attorneys within the firm. *See, e.g., Cromley*, 17 F.3d at 1065; *United States v. Goot*, 894 F.2d 231, 235 (7th Cir. 1990). Plaintiff's firm has not done so, and therefore is also disqualified.

For the foregoing reasons, Defendant's Motion to Disqualify Julius & Handler, LLP and its Attorneys from Representing Betsy Zott is GRANTED.

IT IS SO ORDERED.

DATED this 3rd day of October, 2023.

/s/ Elena N. Kabacinski  
Judge Elena N. Kabacinski  
District Court for the Northern District of Indiana