

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

Capitol Records, Inc., et al.,)	
Plaintiffs,)	
vs.)	Case No. Civ. 04-1569-W
)	
Debbie Foster and Amanda Foster,)	
Defendants.)	

ORDER

Before the Court is the Plaintiffs' Motion to Compel Post-Judgment Discovery Responses (docket no. 207) and the defendant's objection thereto. After careful consideration of the parties' submissions, the Court makes its determination as set forth below.


Pursuant to the Court's order entered February 15, 2007, the plaintiffs served requests for production of documents upon the defendant on March 6, 2007. Included in those document requests was a request for "all documents concerning any and all agreements for the provision of legal services and/or the payment of fees in connection with this matter, including but not limited to the all engagement letters." On April 9, the day the defendant's responses were due, the defendant served her objection to the plaintiffs' request. She argued that her engagement letter was not relevant, but apparently was willing to produce the agreement in return for the plaintiffs' production of the engagement letter between themselves and the Recording Industry Association of America ("RIAA"). The defendant admits she had agreed to "exchange" representation agreements, but suggests she should not

be required to produce her engagement agreement absent such an exchange. She also maintains that because the date for discovery has passed, the plaintiffs' motion to compel is untimely. Finally, she contends that her engagement letter is not relevant to the issue of the reasonableness of her attorneys' fee request because she must be awarded a *reasonable* fee, not necessarily the fee her counsel agreed to accept.

The Court finds the plaintiffs' motion to compel is timely. It appears that, based upon the defendant's representations, they reasonably expected that she would voluntarily produce the documents requested. The defendant has offered no persuasive argument for tying the production of her representation agreement to the plaintiffs' production of similar agreements into which they may have entered with their industry trade group. As set forth in this Court's April 27 order granting the plaintiffs' motion for a protective order, the plaintiffs' agreement with the RIAA has little if any bearing on the reasonableness of the defendant's attorney fee request. On the other hand, while the Court agrees with the defendant that her representation agreement is not determinative of the reasonableness of her attorneys' fee application, its relevance to the issue is self evident. See Cooper v. Singer, 719 F.2d 1496, 1503 (10th Cir. 1983), *overruled in part on other grounds*, Venegas v. Mitchell, 495 U.S. 82 (1990); see also Crescent Publishing Group, Inc. v. Playboy Enterprises, 246 F.3d 142, 151 (2d Cir.2001). In fact, the defendant herself has referenced the fee agreement in support of her fee application and also, apparently, in her questioning of the plaintiffs' expert witness.

The defendant has failed to show that the plaintiffs' request for production of her engagement letter is improper. Therefore, the plaintiffs' motion should be GRANTED. The defendant shall provide documents responsive to the Plaintiffs' Request for Production No. 1 within five days of the entry of this order.

ENTERED this 27 day of April 2007.



LEE R. WEST
UNITED STATES DISTRICT JUDGE