

1 Interrogatories 2-5 and Request for Production No. 8, arguing any work
2 product privilege has been waived and Plaintiff's counsel breached an
3 agreement between counsel prohibiting *ex parte* contact with missionaries.
4 Plaintiff opposes the motion, arguing that counsel did not reach an
5 agreement and the work product privilege has not been waived for all
6 information and materials. After reviewing the submitted material and
7 relevant authority, the Court is fully informed. As explained below, the
8 Court denies the Church Defendants' motion.

9 First, the Court finds the requested information and material is
10 work product. In addition, under *Wright v. Group Health Hospital*, 103
11 Wash. 2d 192 (1984), it was not inappropriate for Mr. Nordstrom to
12 contact James Ross, or other non-speaking agents, *ex parte*. Therefore,
13 Plaintiff has no obligation to produce additional information or material
14 than was previously provided as the disclosure of some work product does
15 not waive the privilege as to other materials. See 8 ALAN WRIGHT, ARTHUR
16 MILLER & RICHARD MARCUS, FEDERAL PRACTICE & PROCEDURE: CIVIL § 2024 (2d ed. 2007
17 update). In addition, the Court finds Plaintiff's response to the
18 discovery request sufficient under Federal Rule of Civil Procedure
19 26(b) (5) (A). Plaintiff's answer to Interrogatory No. 1 is self evident
20 and the following detailed Interrogatories do not have to be answered to
21 comply with the subsection. The Court also notes that information of
22 mode of contact as requested in Church Defendants' interrogatories was
23 already provided by Mr. Ross' declaration (telephone) and Mr. Eyman's
24 preliminary recitation to Mr. Ryan during his deposition (telephone call
25 in 2005).

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1 Counsel disagree on the existence of an agreement prohibiting
2 Plaintiff's counsel from *ex parte* contact with former missionaries of the
3 Church Defendants. Regrettably, even counsel who enjoy an affable and
4 mutually respectful professional relationship occasionally disagree on
5 the existence and nature of oral agreements. Such is the present
6 situation. Counsels' respective declarations on this issue generate heat
7 but not light. On this record, the Court declines to find the existence
8 of an oral agreement prohibiting Plaintiff's counsel from having *ex parte*
9 contact with former missionaries, contact otherwise permitted by *Wright*
10 *v. Group Health Hospital*, 103 Wash. 2d 192 (1984).

11 Accordingly, **IT IS HEREBY ORDERED:** Church Defendants' Motion to
12 Compel (Ct. Rec. 83) is **DENIED**.

13 **IT IS SO ORDERED.** The District Court Executive is directed to enter
14 this Order and provide copies to counsel.

15 **DATED** this 14th day of June 2007.

17 S/ Edward F. Shea
18 EDWARD F. SHEA
United States District Judge

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