



Winn et al v. Ensign U-Healthcare Resort of Leawood

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UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS DARLENE D. WINN)
and VANESSA CUSHENBERRY,)

Plaintiffs,)

v.) Case No. 19-2715-EFM

ENSIGN U-HEALTHCARE RESORT) OF LEAWOOD,)

Defendant.)

ORDER This morning, pro se plaintiff Darlene D. Winn sent an e-mail to the chambers of U.S. District Judge Eric F. Melgren. She asked for clarification on whether plaintiffs or defendant was responsible for arranging the arbitration ordered by Judge Melgren on June 2, 2020 (ECF No. 13). First, the court informs plaintiffs that they may not communicate about their case with the court without the other party present. Such communication is called ex parte communication, and is improper. Thus, plaintiffs are directed to copy the other side on any future e-mails to the court. Second, the arbitration agreements at issue state,

A party with an Arbitrable Dispute must initiate the dispute resolution process by submitting a written request for arbitration. . . . A request

submitted by the Employee must be directed to the Executive Director of the Company at the Company's principal place of business. 1 Plaintiffs are directed to proceed accordingly. The clerk is directed to mail a copy of this order to the pro se plaintiffs.

IT IS SO ORDERED. Dated September 22, 2020, at Kansas City, Kansas. s/ James P. O'Hara

James P. O'Hara U.S. Magistrate Judge

1 ECF No. 12-1 at 2; ECF No. 12-2 at 2.

