

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON

Ryan Young v. Shriners Hospitals for Children

Young · No. 3:25-cv-00248-SB · Decided January 27, 2026

SUMMARY

The United States District Court for the District of Oregon denied as moot Sky Lakes Medical Center’s motion to quash a subpoena after the plaintiff withdrew the subpoena and the underlying case was voluntarily dismissed. The court ordered the plaintiff’s counsel to reimburse Sky Lakes for reasonable attorney’s fees incurred because counsel failed to timely confer regarding objections to the subpoena, pursuant to Federal Rule of Civil Procedure 45(d)(1).

CASE DETAILS

COURT	United States District Court for the District of Oregon
WRITING FOR THE COURT	Stacie F. Beckerman
JURISDICTION	United States District Court for the District of Oregon
DECIDED	January 27, 2026
DOCKET	3:25-cv-00248-SB
DISPOSITION	other
PROCEDURAL POSTURE	Non-party Sky Lakes Medical Center moved to quash a subpoena served by Plaintiff Ryan Young in an employment discrimination action. Young withdrew the subpoena, and the parties later filed a stipulated notice of voluntary dismissal. The court denied the motion to quash as moot but awarded Sky Lakes reasonable attorney's fees under Federal Rule of Civil Procedure 45(d)(1).
PRECEDENTIAL VALUE	unpublished district court opinion; limited persuasive value

TOPICS

- discovery dispute
- sanctions
- attorney fees
- civil procedure
- employment discrimination

PRACTICE AREAS

- civil procedure
- employment law
- employment discrimination
- civil rights

QUESTIONS PRESENTED

1. Whether Young's withdrawal of the subpoena and the parties' stipulated dismissal rendered Sky Lakes' motion to quash moot.
2. Whether Federal Rule of Civil Procedure 45(d)(1) authorized an award of reasonable attorney's fees against Young's counsel for failing to take reasonable steps to avoid imposing undue burden or expense on Sky Lakes through timely conferral.

HOLDINGS

1. Young's withdrawal of the subpoena and the parties' stipulated dismissal rendered Sky Lakes' motion to quash moot, so the court denied the motion as moot.
2. The court ordered Young's counsel to reimburse Sky Lakes for reasonable attorney's fees incurred because counsel failed to confer timely regarding objections to the subpoena and thereby caused Sky Lakes to incur avoidable expense.

KEY QUOTATIONS

"A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena." (at 4)

"For the reasons stated, the Court DENIES AS MOOT Sky Lakes' motion to quash (ECF No. 16), but awards Sky Lakes its reasonable attorney's fees as discussed above" (at 5)

FACTUAL BACKGROUND

Young brought an employment discrimination action against Shriners, alleging that Shriners discriminated against him based on religion when it terminated him for failing to comply with a COVID-19 vaccine policy. He served Sky Lakes with a subpoena seeking eleven categories of documents about Sky Lakes' vaccination policies to support an anticipated expert opinion concerning whether other hospitals permitted unvaccinated healthcare providers to continue working with patients. Sky Lakes attempted to confer about its objections, but Young's counsel did not respond until the eve of the motion-to-quash deadline; after the parties conferred, Young withdrew the subpoena. Sky Lakes had already incurred expenses attempting to confer and preparing its motion to quash.

PROCEDURAL HISTORY

Young sued Shriners Hospitals for Children, alleging religious discrimination arising from his termination for failing to comply with Shriners' COVID-19 vaccination policy. Young subpoenaed non-party Sky Lakes Medical Center for documents concerning its COVID-19 vaccination policies. After Sky Lakes attempted to confer regarding its objections and Young withdrew the subpoena, Sky Lakes sought a ruling and attorney's fees. Following the parties' stipulated voluntary dismissal, the court denied the motion to quash as moot but ordered Young's counsel to reimburse Sky Lakes for reasonable fees attributable to the failure to confer timely.

DISPOSITION

other

CASES CITED

- Pickens v. PeaceHealth, No. 6:23-cv-01718-MTK, 2025 WL 3688112, at *8 (D. Or. Dec. 19, 2025)
- Prakash v. Or. Health & Sci. Univ., No. 3:23-cv-01653-IM (D. Or. Apr. 30, 2024), ECF No. 20
- Burns v. Asante Rouge Reg'l Med. Ctr., LLC, 2025 WL 965788, at *1 (D. Or. Mar. 31, 2025)
- Riser v. St. Charles Health Sys., Inc., 2025 WL 746011, at *4 (D. Or. Mar. 7, 2025)
- Zavyalov v. Legacy Health, No. 3:25-cv-00198-AB (D. Or. Apr. 30, 2025), ECF No. 14
- Jarrell v. AllCare Health, Inc., No. 1:23-cv-01719-MC (D. Or.)
- Denton v. Shriners, No. 3:23-cv-00826-JR (D. Or.)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF OREGON RYAN YOUNG, Case No. 3:25-cv-00248-SB Plaintiff, OPINION AND ORDER v. SHRINERS HOSPITALS FOR CHILDREN, Defendant. BECKERMAN, U.S. Magistrate Judge. On December 3, 2025, non-party movant Sky Lakes Medical Center (“Sky Lakes”) filed a motion to quash a subpoena served by Plaintiff Ryan Young (“Young”).

(Sky Lakes Med. Ctr.’s Mot. Quash (“Mot. Quash”), ECF No. 16.) For the reasons discussed below, the Court denies the motion to quash as moot but awards Sky Lakes its reasonable attorney’s fees under Federal Rule of Civil Procedure 45(d)(1). DISCUSSION Young filed this employment discrimination action against Defendant Shriners Hospitals for Children (“Shriners”) alleging that Shriners discriminated against him based on his religion when it terminated him for failing to comply with its COVID-19 vaccine policy.

(See Compl., ECF No. 1-1.) In the subpoena he served on Sky Lakes, Young sought eleven categories of documents about Sky Lakes’ COVID-19 vaccination policies. (Mot. Quash at 4.) Young sought the information about Sky Lakes’ COVID-19 vaccination policies to support an anticipated expert report opining that hospitals other than Shriners allowed unvaccinated healthcare providers to continue to work with patients during the pandemic.

(See Def. Shriners Mot. Protective Order (“Shriners’ Mot.”) at 3-4, ECF No. 14.) Young’s counsel served the same subpoena on Sky Lakes in two similar employment discrimination cases in this district, Jarrell v. AllCare Health, Inc., Case No. 1:23-cv-01719-MC (D. Or. filed Nov. 20, 2023) and Denton v. Shriners, Case No. 3:23-cv-00826-JR (D. Or. filed June 6, 2023).

(Decl. Kelly Riggs Supp. Sky Lakes Med. Ctr.’s Suppl. Br. Supp. Mot. Quash ¶ 5, ECF No. 21.) Counsel for Sky Lakes contacted Young’s counsel via email on November 19, 2025, to confer via telephone regarding its objections to the subpoena, but Plaintiff’s counsel did not respond to the email. (See Decl. Kelly Riggs Supp. Sky Lakes Med. Ctr.’s Mot. Quash, Ex. 1, ECF No. 17.)

Sky Lakes’ counsel followed up its unanswered November 19, 2025, email with a second email on December 2, 2025, the day before its motion to quash was due, again asking Young’s counsel if

they would withdraw the subpoena and offering to confer via telephone. (See *id.*) Young's counsel responded via email on December 2, 2025, stating that "[w]e are not withdrawing [the subpoena]." (*Id.*)

Counsel eventually conferred by telephone after hours on December 2, 2025, the night before Sky Lakes' motion to quash was due and only after Sky Lakes had filed a motion to quash the same subpoena in the Jarrell case. (*Id.* Ex. 2.) By that time, Sky Lakes had already incurred fees in its attempts to confer and prepare its motion to quash. (Mot. Quash at 10.)

Counsel for Sky Lakes and Young were unable to resolve Sky Lakes' objections to the subpoena during its conferrals on December 2 and 3, 2025 (Sky Lakes Med. Ctr.'s Suppl. Br. Supp. Mot. Quash ("Suppl. Br.") at 3, ECF No. 20), and Sky Lakes filed its motion to quash on December 3, 2025. Shriners filed a motion for protective order or to quash the subpoena on the same day.

(See generally Shriners' Mot.) A day later, Young withdrew the subpoena. (Notice Withdrawal Subpoena, ECF No. 19.) Sky Lakes responded with a supplemental brief seeking a ruling on the merits of its motion to quash. (See Suppl. Br. at 4, "Plaintiff's withdrawal of this subpoena merely kicks the can down the road to revisit this dispute at a later time in this or another case.") Sky Lakes argued that despite Young's withdrawal of the subpoena, his counsel provided no indication that they would not reissue the subpoena in the future and the withdrawal did not resolve Sky Lakes' request for attorney's fees.

(See *id.* at 1-4.) Young filed a surreply, arguing that his withdrawal of the subpoena rendered the motion to quash moot and that conferral efforts resulted in his withdrawal of the subpoena. (Pl.'s Surreply Sky Lakes Med. Ctr.'s Suppl. Br. Mot. Quash ("Pl.'s Surreply") at 1-4, ECF No. 26.)

On January 26, 2026, Young and Shriners filed a stipulated notice of voluntary dismissal, reporting that this case has resolved. (Stip. Notice Voluntary Dismissal, ECF No. 28.) In light of the parties' stipulation of dismissal, the Court denies Sky Lakes' motion to quash as moot.

However, the Court orders Young's counsel to reimburse Sky Lakes for its reasonable attorney's fees incurred as a result of counsel's failure timely to confer on Sky Lakes' objections to the subpoena between November 19, 2025, and December 2, 2025. See FED. R. CIV. P. 45(d)(1) ("A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena.

The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply."). Young's counsel acknowledged that conferral resulted in the withdrawal of the subpoena (Pl.'s Surreply at 4, "Plaintiff's counsel did indeed engage in the conferral process, which culminated in the withdraw of the subpoena"), and timely conferral

would have allowed Sky Lakes to avoid the undue burden and expense it incurred in preparing its motion to quash.

See *Pickens v. PeaceHealth*, No. 6:23-cv-01718-MTK, 2025 WL 3688112, at *8 (D. Or. Dec. 19, 2025) (“This is far from the first time [Young’s counsel] have failed to meaningfully confer or otherwise carry out their obligations under the Federal and local rules. Several other judges have admonished [Young’s counsel] or imposed fines on them for such behavior.” (first citing *Op. & Order* at 1-5, *Prakash v. Or.*

Health & Sci. Univ., No. 3:23-cv- 01653-IM (D. Or. filed Apr. 30, 2024), ECF No. 20; then citing *Burns v. Asante Rouge Reg’l Med. Ctr., LLC*, 2025 WL 965788, at *1 (D. Or. Mar. 31, 2025); then citing *Riser v. St. Charles Health Sys., Inc.*, 2025 WL 746011, at *4 (D. Or. Mar. 7, 2025); and then citing *Order Show Cause, Zavyalov v. Legacy Health*, 3:25-cv-00198-AB (D.

Or. filed Apr. 30, 2025), ECF No. 14))). Specifically, the Court orders Young’s counsel to pay Sky Lakes the reasonable fees it incurred in attempting to confer with Young’s counsel between November 19, 2025, and December 2, 2025, and the incremental time required to modify Sky Lakes’ motion to quash previously filed in the Jarrell action (on November 26, 2025) to refile in this action (on December 3, 2025).¹ The Court takes judicial notice that Sky Lakes previously filed a nearly identical motion to quash in the Jarrell action (see Sky Lakes’ Mot.

Quash Subpoena at 1-12, *Jarrell v. AllCare Health, Inc.*, Case No. 1:23-cv-01719-MC (D. Or. filed Nov. 26, 2025), ECF No. 17), which the district judge granted with a “[w]ritten [o]pinion to follow” despite the plaintiff’s withdrawal of the subpoena. (*Id.*, ECF Nos. 22, 27).

However, soon thereafter the plaintiff in Jarrell filed a motion to recuse the district judge (*id.*, ECF No. 28), which the district judge granted “to avoid any appearance of impartiality” (*id.*, ECF No. 32). The case was reassigned to another district judge. For the reasons stated, the Court DENIES AS MOOT Sky Lakes’ motion to quash (ECF No. 16), but awards Sky Lakes its reasonable attorney’s fees as discussed above and orders counsel for Young and Sky Lakes to confer regarding an appropriate fee award and payment deadline by February 10, 2026.

IT IS SO ORDERED. DATED this 27th day of January, 2026. Kee Sach: éacermery HON. STACIE F. BECKERMAN United States Magistrate Judge Judge, and the plaintiff also filed a motion to recuse that Judge (*id.*, ECF No. 35), which remains pending.

In its still-pending motion to quash, Sky Lakes seeks an award of reasonable attorney’s fees it incurred in bringing its motion to quash. (See *id.*, ECF No. 17.) Sky Lakes’ motion to quash, including a request for attorney’s fees, also remains pending in the Denton case, despite the plaintiff’s withdrawal of the subpoena in that action as well. (See Case Mgmt.

