

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
OKLAHOMA

Jennifer Coy v. Amazon Logistics, Inc. and John Doe

Coy · No. 25-cv-345-RAW-GLJ · Decided April 16, 2026

SUMMARY

The court grants in part and denies in part Amazon Logistics, Inc.’s motion to compel Jennifer Coy to appear for deposition. The court requires Coy to make herself available for deposition on a mutually agreeable date within 21 days, but declines to award attorney’s fees and expenses because both parties failed to fully comply with discovery obligations.

CASE DETAILS

COURT	United States District Court for the Eastern District of Oklahoma
WRITING FOR THE COURT	Gerald L. Jackson
JURISDICTION	U.S. District Court for the Eastern District of Oklahoma
DECIDED	April 16, 2026
DOCKET	25-cv-345-RAW-GLJ
DISPOSITION	other
PROCEDURAL POSTURE	Defendant Amazon Logistics, Inc. moved to compel Plaintiff to appear for a deposition and sought attorney's fees and costs. The motion was referred to the magistrate judge for pretrial and discovery matters.
STANDARD OF REVIEW	The court applied the Federal Rules of Civil Procedure and local discovery rules governing deposition notice, service, motions to compel, and sanctions.
PRECEDENTIAL VALUE	Unknown; unpublished federal district court order.

TOPICS

- discovery dispute
- sanctions
- service of process
- civil procedure

PRACTICE AREAS

- civil procedure
- discovery

QUESTIONS PRESENTED

1. Whether Amazon was entitled to an order compelling Plaintiff to appear for a deposition when Amazon unilaterally noticed a deposition date before the discovery deadline and Plaintiff did not provide available dates or seek a protective order.
2. Whether Amazon was entitled to attorney's fees and costs incurred in bringing the motion to compel.
3. Whether the deposition notice was properly served when it was sent by email and the record did not establish Plaintiff's written consent to electronic service under Federal Rule of Civil Procedure 5(a)(1)(E).

HOLDINGS

1. The motion to compel was granted in part: Plaintiff was required to make herself available for deposition on a mutually agreeable date within twenty-one days of the order, but no other discovery could occur after the discovery deadline without leave of court.
2. The court denied Amazon's request for attorney's fees and costs because an award would be unjust in light of both parties' failure to fully comply with their discovery obligations.
3. The court found it unclear whether the deposition notice was properly served because Amazon served it by email without establishing Plaintiff's written consent to electronic service under Rule 5(a)(1)(E).

KEY QUOTATIONS

“In sum, neither party engaged in discovery in this matter in a manner required under the rules and dictated by professional courtesy and customary practice before this Court.” (Analysis)

“All parties are expected to cooperate in discovery, including the scheduling of depositions at agreeable times within scheduled deadlines, and to seek Court intervention only after a fulsome and meaningful meet and confer is unable to resolve the disagreement.” (Analysis)

FACTUAL BACKGROUND

The action arose from an accident in Wagoner County, Oklahoma, on July 23, 2023. Amazon requested deposition dates from Plaintiff's counsel on March 12, 2026, but Plaintiff provided no dates before the April 2 discovery deadline. Amazon then noticed Plaintiff's deposition for April 2 at counsel's Tulsa office and served the notice by email, despite Plaintiff and her counsel stating they were unavailable. Neither party fully complied with the court's expectations for cooperative scheduling and a meaningful meet and confer.

PROCEDURAL HISTORY

Plaintiff filed an amended petition in Wagoner County District Court, and Amazon removed the action to the United States District Court for the Eastern District of Oklahoma. Amazon sought deposition dates before the discovery deadline, later noticed Plaintiff's deposition unilaterally, and moved to compel after Plaintiff and her counsel stated they were unavailable. The court granted the motion in part by requiring Plaintiff to appear for a deposition on a mutually agreeable date within twenty-one days, denied the request for fees and expenses, and prohibited other discovery after the deadline absent leave of court.

DISPOSITION

other

CASES CITED

- Paycom Payroll, LLC v. Boodoosingh, 502 P.3d 737, 744 (Okla. Civ. App. 2021)
- Smith v. Ford Motor Co., 626 F.2d 784, 797 (10th Cir. 1980)
- Hancock v. Greystar Management Serv., L.P., 2016 WL 2889048, at *1 (W.D. Okla. May 17, 2016)
- McKinney v. Reassure Am. Life Ins. Co., 2006 WL 3228791, at *2 (E.D. Okla. Nov. 2, 2006)

OPINION

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF OKLAHOMA JENNIFER COY,)) Plaintiff,)) v.) Case No. 25-cv-345-RAW-GLJ) AMAZON LOGISTICS, INC., and) JOHN DOE,)) Defendants.) ORDER Before the Court is Defendant Amazon Logistics, Inc.'s Motion to Compel Plaintiff to Present for Deposition [Docket No. 25].

On November 12, 2025, the Court referred this case to the undersigned for all pretrial and discovery matters, including dispositive motions, in accordance with 28 U.S.C. § 636(b) and Fed. R. Civ. P. 72 [Docket No. 14].

For the reasons stated below, Defendant Amazon Logistics, Inc.'s Motion to Compel Plaintiff to Present for Deposition [Docket No. 25] is GRANTED IN PART and DENIED IN PART. BACKGROUND This action arises from an accident that occurred on July 23, 2023 in Wagoner County, Oklahoma.

After Plaintiff filed her amended petition in state court, Amazon removed the case from Wagoner County District Court to this Court. See Docket No. 2. In March 2026, Amazon's counsel requested deposition dates for Plaintiff to be completed before the April 2, 2026 discovery deadline. See Docket No. 25.

After receiving no proposed dates within the discovery period, on March 25, 2026, Amazon noticed Plaintiff's deposition for April 2, 2026, to be conducted at her attorney's office in Tulsa, Oklahoma. Id., Ex. 1 & Ex. 2. Amazon served Plaintiff's deposition notice by email. Id., Ex. 1 & Ex. 2. Plaintiff's attorney subsequently informed Amazon that neither he nor Plaintiff were available on the selected day and that they would not appear as noticed.

Id. Even after receiving the deposition notice, however, Plaintiff took no action to seek a protective order. Amazon seeks to compel Plaintiff to appear for deposition and for its attorney's fees and costs of preparing the motion. Id. Plaintiff responds by arguing that Amazon's own lack of diligence is the root cause of her failure to appear for the deposition that was unilaterally scheduled by Amazon's counsel.

See Docket No. 26. ANALYSIS Federal Rule of Civil Procedure 30(b)(1) provides that “[a] party who wants to depose a person by oral questions must give reasonable written notice to every other party.” This Court’s local rules further provide that “reasonable notice to parties as contemplated by Fed. R. Civ. P. 30(b)(1) for the taking of depositions shall be 7 days” unless the Court enters an order “for cause” shortening the time.

E.D. Okla. LCvR 30.1(a). “The notice must state the time and place of the deposition” and “the deponent’s name and address.” Fed. R. Civ. P. 30(b)(1). “The court... may, on motion, order sanctions if:... a person... fails, after being served with proper notice, to appear for that person’s deposition....” Fed. R. Civ. P. 37(d)(1)(A)(i) (emphasis added).

Moreover, a party’s failure to appear for deposition is “not excused on the ground that the discovery sought was objectionable, unless the party failing to act has a pending motion for a protective order under Rule 26(c).” Fed. R. Civ. P. 37(d)(2). All notices must be served on every party to the case. Fed. R. Civ. P. 5(a)(1)(E). “A paper is served” under Rule 5(a)(1) by “sending it to a registered user by filing it with the court’s electronic-filing system or sending it by other electronic means that the person consented to in writing....” Fed.

R. Civ. P. 5(b)(1)(E). Amazon represents that Plaintiff’s deposition was properly noticed under Rule 30(b)(1) and that it conferred with Plaintiff’s counsel in good faith prior to filing its motion to compel in compliance with Fed. R. Civ. P. 37(a) and E.D. Okla. LCvR 7.1(f). See Docket No. 25, p. 3. Plaintiff does not challenge the notice itself, instead denying that Amazon engaged in a meaningful meet and confer by alleging Amazon’s counsel discussed seeking a sixty-day extension to the discovery deadline but did not do so before filing the motion to compel.

See Docket No. 26, p. 2. Plaintiff also notes Amazon waited thirteen days after being told of Plaintiff and her counsel’s lack of availability before the discovery deadline to notice the deposition and cites an Oklahoma Court of Civil Appeals decision regarding exercising professional courtesy and the preference of jointly agreed deposition dates. *Id.* (quoting *Paycom Payroll, LLC v. Boodoosingh*, 502 P. 3d 737, 744 (OK CIV APP 2021)).

First, it appears Amazon’s counsel’s conduct fails to fully meet the letter and spirit of the rules. This Court’s local rules require that before filing a motion to compel, counsel must state in writing that it has “personally met and conferred in good faith and, after a sincere attempt to resolve differences, have been unable to reach an accord.” E.D. Okla. LCvR 7.1(f).

Based on the limited information before it, the undersigned agrees that there appears to have been little in the way of a good faith and sincere attempt to resolve the matter. Amazon’s counsel was informed that neither Plaintiff nor her counsel were available for deposition before the discovery deadline but chose to wait thirteen days to issue a notice for an unavailable date rather than seek a short extension of time for the limited purpose of conducting Plaintiff’s deposition.

Amazon was aware of such an option as it apparently raised a possible extension in the meet and confer with Plaintiff's counsel. The undersigned Magistrate Judge expects more than perfunctory performance of counsel's meet and confer obligations.

Second, Plaintiff's refusal to provide any available dates for deposition prior to discovery deadline was uncooperative. Amazon requested deposition dates on March 12, 2026, yet Plaintiff's counsel offered none before April 2, 2026 by claiming he was moving offices on April 1 and had an April 20, 2026 trial scheduled. At minimum, Plaintiff's counsel's explanation of his unavailability leaves a lot of potential dates unaccounted for and is vague.

Moreover, given that Amazon's counsel had only recently entered the case, the March 12 request for deposition dates does not appear unreasonable under the circumstances. Professional courtesy in scheduling depositions cuts both ways. Lastly, although Plaintiff does not challenge the service of the notice, it is clear such notice was not filed with the Court's electronic-filing system but was served on Plaintiff's counsel via email.

See Docket No. 25, Ex. 2. Nowhere does Amazon's motion make clear, however, that Plaintiff gave written consent to receive service by such electronic means in compliance with Fed. R. Civ. P. 5(a)(1)(E). As such, it is unclear to the undersigned Magistrate Judge whether the Plaintiff's deposition notice was in fact properly served.

In sum, neither party engaged in discovery in this matter in a manner required under the rules and dictated by professional courtesy and customary practice before this Court. All parties are expected to cooperate in discovery, including the scheduling of depositions at agreeable times within scheduled deadlines, and to seek Court intervention only after a fulsome and meaningful meet and confer is unable to resolve the disagreement.

Nonetheless, the undersigned Magistrate Judge is mindful of the admonition in Fed. R. Civ. P. 1 that the rules are to be construed in such a manner "to secure the just, speedy, and inexpensive determination" of actions, as well as that the rules "were designed to make pretrial and discovery uniform across the country and to prevent 'trial by ambush'." *Smith v. Ford Motor Co.*, 626 F.2d 784, 797 (10th Cir.

1980). See also *Hancock v. Greystar Management Serv., L.P.*, 2016 WL 2889048, at *1 (W.D. Okla. May 17, 2016) (the goal of the federal discovery rules is to prevent a trial by ambush and to ensure that the parties engage in an open and honest exchange of all relevant evidence); *McKinney v. Reassure Am. Life Ins. Co.*, 2006 WL 3228791, at *2 (E.D. Okla. Nov. 2, 2006).

Therefore, Amazon's motion is granted to the extent Plaintiff is compelled to make herself available for deposition on a mutually agreeable date within twenty-one days of the date of this order, but no other discovery may be conducted outside of the discovery deadline without leave of court.

Finally, though the Court may impose any of the sanctions listed in Fed. R. Civ. P. 37(b)(2)(A)(i)-(vi), it “must require the party failing to act... to pay the reasonable expenses, including attorney's fees, caused by the failure, unless the failure was substantially justified or other circumstances make an award of expenses unjust.” Considering the failure of both parties to fully fulfill their discovery obligations, the undersigned Magistrate Judge finds any award of fees and expenses under the circumstances would be unjust and declines to do so.

CONCLUSION Accordingly, for the reasons set forth herein, Defendant Amazon Logistics, Inc.’s Motion to Compel Plaintiff to Present for Deposition [Docket No. 25] is hereby GRANTED IN PART and DENIED IN PART. IT IS SO ORDERED this 16th day of April 2026. GERALD L. JACKSON UNITED STATES MAGISTRATE JUDGE