

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

Matthew Jackson v. Unicity International, Inc., et al.

Jackson v. Unicity · No. 2:25-cv-00738-GMN-NJK · Decided January 23, 2026

SUMMARY

The United States District Court for the District of Nevada denied without prejudice the parties’ stipulated confidentiality agreement and proposed protective order. The Court held that the parties could agree to discovery procedures and confidentiality protections without judicial approval and found that the stipulation did not explain why court oversight was necessary.

CASE DETAILS

COURT	United States District Court for the District of Nevada
WRITING FOR THE COURT	Nancy J. Koppe
JURISDICTION	United States District Court for the District of Nevada
DECIDED	January 23, 2026
DOCKET	2:25-cv-00738-GMN-NJK
DISPOSITION	other
PROCEDURAL POSTURE	The court considered the parties' stipulated confidentiality agreement and proposed protective order governing discovery.
PRECEDENTIAL VALUE	nonprecedential district court order

TOPICS

- discovery dispute
- civil procedure
- commercial litigation

PRACTICE AREAS

- civil procedure
- commercial litigation

QUESTIONS PRESENTED

1. Whether the court should approve the parties' stipulated confidentiality agreement and proposed protective order.
2. Whether judicial approval is required for parties to agree to discovery procedures and confidentiality protections.

HOLDINGS

- 1. Parties may agree to discovery procedures, including confidentiality protections, without judicial approval under Federal Rule of Civil Procedure 29(b).

KEY QUOTATIONS

- “Parties are permitted to agree to discovery procedures, including confidentiality protections, without judicial approval.” (at 1)*
- “Counsel agree to be bound by the terms set forth herein with regard to any Confidential Materials that have been produced before the Court signs this Stipulation and Protective Order” (Docket No. 53 at 11)*

FACTUAL BACKGROUND

The parties agreed to discovery procedures involving confidentiality protections and submitted a proposed protective order for judicial approval. The stipulation acknowledged that counsel would be bound by its terms concerning confidential materials produced before the court signed the proposed order. The court found no explanation in the stipulation for why judicial oversight was required.

PROCEDURAL HISTORY

The parties submitted a stipulated confidentiality agreement and proposed protective order at Docket No. 53. The court determined that the stipulation did not explain why judicial approval was necessary and denied it without prejudice.

DISPOSITION

other

CASES CITED

- Cross v. Walmart, Inc., 350 F.R.D. 395, 398-99 (D. Nev. 2025)

OPINION

1 2 3 UNITED STATES DISTRICT COURT 4 DISTRICT OF NEVADA 5 6], Matthew Jackson, Case No. 2:25-cv-00738-GMN-NJK 7 Plaintiff, Order v. [Docket No. 53] 9 Unicity International, Inc., et al., 10 Defendant. 11 Pending before the Court is a stipulated confidentiality agreement and proposed protective 12] order. Docket No. 53. Parties are permitted to agree to discovery procedures, including 13] confidentiality protections, without judicial approval.

See Fed. R. Civ. P. 29(b); see also Cross v. 14] Walmart, Inc., 350 F.R.D. 395, 398-99 (D. Nev. 2025). The stipulation does not explain why 15] judicial oversight is required as to the parties’ discovery agreement. To the contrary, the 16] stipulation acknowledges the binding effect of this agreement without judicial approval. See Docket No. 53 at 11 (“Counsel agree to be bound by the

terms set forth herein with regard to any 18] Confidential Materials that have been produced before the Court signs this Stipulation and 19] Protective Order”).

Accordingly, the Court DENIES without prejudice the stipulated confidentiality agreement and proposed protective order. 21 IT IS SO ORDERED. 22 Dated: January 23, 2026. 23 ZEN EZ. Nancy J. Ko 24 United States Magistrate Judge 25 26 27 28