As for discovery of deposition transcripts from other cases, “[a]llowing the fruits of one litigation to facilitate preparation in other cases advances the interests of judicial economy by avoiding the wasteful duplication of discovery.” *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1132 (9th Cir. 2003) (allowing intervention in closed case to modify protective order to permit discovery of deposition transcripts by litigants in another case). *See also In re Intuitive Surgical Sec. Litig.*, 2016 U.S. Dist. LEXIS 132699, Case No. 5:13-cv-01920 EJD (HRL) (D. N. Cal. 2016) (“Courts have ordered production of deposition transcripts in litigation involving substantially similar claims and issues.”); *Carter-Wallace, Inc. v. Hartz Mountain Indus., Inc.*, 92 F.R.D. 67, 70 (S.D.N.Y. 1981) (ordering production of deposition transcripts in related action that “involved substantially similar allegations” that “occurred during overlapping periods of time” in antitrust case); *Apple Inc. v. Samsung Elecs. Co.*, No. C11-1846 LHK (PSG), 2012 WL 1232267, at \*5 (N.D. Cal. Apr. 12, 2012), *order clarified*, 2012 WL 2862613 (N.D. Cal. July 11, 2012) (granting motion to compel deposition transcripts of Apple employees from actions bearing a technological “nexus” to the litigation). *See also Transamerica Life Ins. Co. v. Moore*, 274 F.R.D. 602, 608 (E.D. Ky. 2011) (ordering production of “deposition transcripts taken in actions involving similar claims and policies [as] [t]hese transcripts” of depositions were given “in substantially similar litigation and discuss substantially similar insurance policies.”); *Waters v. Earthlink, Inc.*, No. 01-11887-REK, 2004 WL 6000237, at \*3 (D. Mass. Dec. 1, 2004) concluding that the plaintiff met the “low relevance standard” for discovery of deposition transcripts from "a case involving similar claims and facts to the case at bar."); *Lillibridge v. Nautilus Ins.*, 2013 WL 1896825, at \*8 (D.S.D. May 3, 2013) (motion to compel production of prior deposition transcripts for certain specified employees granted where claims were of a similar nature). *See also Murphy v. Cooper Tire & Rubber Co.*, 2008 WL 5273548 (N.D. Fla. Dec. 18, 2008) (ordering depositions produced where request was limited to depositions concerning a particular product produced at a particular plant during a particular time period. *Id.* at \*5.

To the extent Defendant objects to any request for the production of documents on the grounds that confidentiality agreement(s) preclude production, its objection is misplaced -- such evidence is discoverable notwithstanding confidentiality agreements. *In re Application of O'keeffe*, No. 214CV01518RFBCWH, 2016 WL 2771697, at \*4 (D. Nev. Apr. 4, 2016) (stating, “[c]onfidentiality agreements do not bar discovery, and a general interest in protecting confidentiality does not equate to privilege.”); *see also Nat'l Union Fire Ins. Co. of Pittsburgh, PA v. Porter Hayden Co*., No. CIV. CCB-03-3408, 2012 WL 628493, at \*2 (D. Md. Feb. 24, 2012) (stating, “[t]here is no privilege for documents merely because they are subject to a confidentiality agreement, and confidentiality agreements do not necessarily bar discovery that is otherwise permissible and relevant.”); *Sonnino v. Univ. of Kansas Hosp. Auth*., No. CIV.A.02-2576-KHV-DJ, 2004 WL 769325, at \*3 (D. Kan. Apr. 8, 2004) (“Parties cannot create a privilege against civil discovery by mere written agreement” and “litigants cannot shield otherwise discoverable information from disclosure to others by agreeing to maintain its confidentiality, and cannot modify the Federal Rules of Civil Procedure by agreement.”); *Zoom Imaging, L.P. v. St. Luke's Hosp. & Health Network*, 513 F. Supp. 2d 411, 417 (E.D. Pa. 2007) (holding that confidentiality agreements do not preclude disclosure for purposes of discovery.); *Grumman Aerospace Corp. v. Titanium Metals Corp. of Am*., 91 F.R.D. 84, 87 (E.D.N.Y. 1981) (same).