

Cause No. **2019CI22367**

deeproot Tech, LLC.	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	OF THE <u>225th</u> JUDICIAL DISTRICT
	§	
G-Force Technical, Ltd.,	§	
	§	
Defendant.	§	BEXAR COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

COMES NOW deeproot Tech, LLC, Plaintiff, and files this Plaintiff's Original Petition and respectfully shows the Court the following:

DISCOVERY PLAN

1. Plaintiff intends to conduct discovery under Level 2 of the Texas Rule of Civil Procedure.
2. Plaintiff seeks monetary relief over \$100,000 but not more than \$200,000.

PARTIES

3. Plaintiff deeproot Tech, LLC ("deeproot") is a Texas limited liability company with its principal place of business in San Antonio, Texas.
4. Defendant G-Force Technical, Ltd. ("G-Force") is a Texas Limited Partnership with a business address of 3605 Hwy 199 East, Springtown, Texas 76082. Defendant G-Force Technical, Ltd. may be served by serving its registered agent, Randall Geisler, at the company's registered address, 9313 Dosier Cove, Fort Worth, Texas 76179 or at his business address, 3605 Hwy 199 East, Springtown, Texas 76082 or wherever he may be found.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this case because the amount in controversy exceeds the minimum jurisdictional limits of this Court.

6. Venue is proper in Bexar County, Texas under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events giving rise to the lawsuit occurred in this county.

CONDITIONS PRECEDENT

7. All conditions precedent to filing this suit have occurred or taken place.

FACTUAL ALLEGATIONS

8. Plaintiff deeproot is a research and development and contract manufacturer for technology based products. Around March 2018, deeproot desired to purchase a line of surface-mount technology (“SMT”) equipment so that it could create its own printed circuit boards for use in deeproot’s manufactured products and its R&D work.

9. Defendant G-Force sells pre-owned and refurbished SMT equipment such as Printers, Reflows, Wave Solders, Selective Solders, and other equipment used to manufacture printed circuit boards. Defendant G-Force knew deeproot sought to print its own circuit boards and knew deeproot was sourcing quotes from several different providers.

10. Between April 2018 and August 2018 deeproot and G-Force negotiated the purchase of SMT equipment necessary for deeproot to manufacture printed circuit boards.

11. On August 29, 2018, Randy Geisler, President of G-Force, sent deeproot an email with a quote attached for a BTU VIP70A Reflow Oven, MPM AP Fully Automatic Computer Controlled Screen Printer, and a Universal Advantis AC72 Placement Equipment or Samsung SM 320. The quote was for total cost \$51,750.00.

12. Mr. Geisler indicated in the email that he had located a selective solder machine, and that he would add it to the quote later.

13. On August 31, 2018, deeproot sent G-Force an email on August informing G-Force that deeproot would pay \$63,000 for the products listed in G-Force's quote plus the selective solder and freight costs for shipping the equipment to deeproot.

14. Later on August 31, 2018, G-Force confirmed via email that it accepted deeproot's proposed terms.

15. deeproot paid the \$63,000.00 purchase price in full via wire transfer on August 31, 2018.

16. G-Force delivered the following equipment to deeproot on or around September 28, 2018: BTU VIP70A Reflow Oven, MPM AP Fully Automatic Computer Controlled Screen Printer, Samsung SM 320, and KISS 102 Selective Solder.

17. Throughout the negotiating process, G-Force represented to deeproot that all equipment G-Force was selling to deeproot would be 100% operational and that it could perform deeproot's tasks of printing its own circuit boards.

18. The quote memorializing the parties' agreement provided, in the second line of the document, that "All equipment listed below is guaranteed 100% operational."

19. The quote also provided for a 6-month operational warranty.

20. The quote also provided a general warranty that "the goods listed are purchased "AS IS / 100% Operational."

21. The equipment was not 100% operational when it was delivered to deeproot.

22. The MPM AP screen printer was, or is, not 100% operational for at least the following reasons: (1) water in the bowls; and (2) homing issues.

23. The Samsung SM 320 Pick and Place was, or is, not 100% operational for at least the following reasons (1) The Air Filter and Auto Drainer missing filter and not draining water, causing water to build up in the machine; (2) Heads numbers 3 and 4 of the Vacuum/Blow valves not blowing; (3); Side Illumination Valve not working; (4) 8mm Feeder on the circuit board defective preventing the status LED from working; (5) fan cover and air filter missing on one side of the machine; (6) machine requiring more air than G-Force indicated it would, causing only two of the nozzels to be functional; and (7) blown out regulator.

24. The KISS 102 Selective Solder was, or is, not 100% operational for at least the following reasons: (1) fluxer tip plugged up; (2) flux nozzle clogged; and (3) nozzles had uneven flow.

25. deeproot notified G-Force at least as early as October 5, 2018 that the equipment was not 100% operational.

26. On October 5, 2018, deeproot sent G-Force a list of problems deeproot had discovered with the equipment.

27. G-Force's president, Randy Geisler, responded "G-Force is confident of the operational condition" of the equipment." Mr. Geisler also conceded that the equipment was not 100% operational by assuring deeproot they "will be very pleased once we are up and operational."

28. A technician on behalf of G-force, Dean Muller, attempted to make the equipment operational.

29. On or about November 29, 2018, December 19, 2018, and February 12, 2019, Mr. Muller came to deeproot's facility in San Antonio to work on the equipment.

30. As of March 25, 2019, deeproot could not print its own circuit boards as the equipment was not 100% operational.

31. As of today, deeproot still cannot print its own circuit boards as the equipment remains non-operational.

32. deeproot has spent valuable time and resources trying to get the equipment operational.

33. The non-operational equipment has caused significant delay to deeproot's development of products at the cost of time and resources.

COUNT I – BREACH OF CONTRACT

34. The allegations in paragraphs 1-33 are incorporated by reference herein.

35. G-Force knew deeproot sought to print its own circuit boards and entered into a contact with deeproot to sell a line of equipment capable of printing circuit boards.

36. deeproot would not have purchased a line of equipment that was not capable of printing circuit boards.

37. deeproot purchased from G-Force a line of equipment SMT equipment to print circuit boards that comprised the following: BTU VIP70A Reflow Oven, MPM AP Fully Automatic Computer Controlled Screen Printer, Samsung SM 320, and KISS 102 Selective Solder.

38. The SMT equipment purchased from G-Force by deeproot was not capable of printing circuit boards.

39. deeproot notified G-Force that the SMT equipment was not capable of printing circuit boards.

40. G-Force assured G-Force the defects in the equipment could be remedied and that the SMT equipment would be 100% operational.

41. G-Force was, and is, unable to remedy the defects in the SMT equipment and the SMT equipment has never been, and is not currently, able to print circuit boards.

42. deeproot has been damaged in the form of time and expenses spent trying to make the SMT equipment operational to print circuit boards.

43. deeproot has been damaged in the difference in value between line equipment capable of printing circuit boards and line equipment not able to print circuit boards.

44. deeproot has further been damaged because SMT equipment not being capable of printing circuit boards has delayed deeproot's development of products.

45. Pursuant to Texas Rule of Civil Procedure 47, deeproot is currently seeking monetary relief over \$100,000 but not more than \$200,000.

46. deeproot is further entitled to recover its reasonably attorney fees pursuant to Chapter 38 of the Texas Civil Practices and Remedies Code.

COUNT II – BREACH OF EXPRESS WARRANTY

47. The allegations in paragraphs 1-46 are incorporated by reference herein.

48. In order to induce deeproot into purchasing SMT equipment from G-Force, G-Force expressly warranted to deeproot that the equipment being purchased was 100% operational.

49. deeproot would not have purchased equipment that was not 100% operational and therefore relied on G-Force's warranty that the SMT equipment was 100% operational.

50. deeproot purchased the following SMT equipment from G-Force: BTU VIP70A Reflow Oven, MPM AP Fully Automatic Computer Controlled Screen Printer, Samsung SM 320, and KISS 102 Selective Solder.

51. The SMT equipment purchased from G-Force by deeproot was not 100% operational when it was delivered to deeproot.

52. deeproot notified G-Force that the SMT equipment was not 100% operational.

53. G-Force assured G-Force the defects in the equipment could be remedied and that the SMT equipment would be 100% operational.

54. G-Force was, and is, unable to remedy the defects in the SMT equipment and the SMT equipment has never been, and is not currently, 100% operational.

55. deeproot has been damaged in the form of time and expenses spent trying to make the SMT equipment 100% operational to print circuit boards.

56. deeproot has been damaged in the difference in value between 100% operational SMT equipment and non-operational SMT equipment.

57. deeproot has further been damaged because SMT equipment not being 100% operational has delayed deeproot's development of products.

58. Pursuant to Texas Rule of Civil Procedure 47, deeproot is currently seeking monetary relief over \$100,000 but not more than \$200,000.

59. deeproot is further entitled to recover its reasonably attorney fees pursuant to Chapter 38 of the Texas Civil Practices and Remedies Code.

DEMAND FOR JURY TRIAL AND TENDER OF JURY FEE

60. Plaintiff hereby demands a trial by jury pursuant to the Texas Rules of Civil Procedure and tenders with the filing of this pleading the jury fee to the District Clerk of Bexar County, Texas.

REQUEST FOR DISCLOSURE TO DEFENDANT

61. Plaintiff requests that, pursuant to Rule 194 of the Texas Rules of Civil Procedure, Defendant disclose to Plaintiff within fifty (50) days of service of this request, the information and/or material described in Tex. R. Civ. P. 194.2(a)-(l).

62. The disclosures must be signed in accordance with the Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney at this address provided below.

NOTICE TO PRESERVE ELECTRONIC OR MAGNETIC DATA

63. Notwithstanding Defendant's prior notice of Plaintiff's claims, Defendant is advised herein of their duty to preserve written and electronic evidence. In particular, the following written, electronic or magnetic evidence may be relevant to the issues in this lawsuit, including such evidence that may have been created on personal or business devices.

64. Defendant is notified and demand is made by Plaintiff that this evidence be preserved:

- A. Any and all e-mail communications on any computer used by any party to this lawsuit, including business computers and personal computers used by Defendant, his agents, employees and representatives;
- B. Any and all text messages and other written communications sent on any computer, cell telephone or cell phone used by any party to this lawsuit, including business computers, telephones and cell phones and personal computers, telephones and cell phones used by Defendant, their agents, employees and representatives, related to the subject matter of this lawsuit;

- C. Any and all social networking accounts on any computer used by Defendant including its business computers and personal computers used by Defendant's agents, employees and representatives related to the subject matter of this lawsuit in any way; and
- D. All photographs, videos, audio records, diagrams, sketches, or other written material of any kind relating in any way to the subject matter of this lawsuit.

65. Defendant has a duty to preserve written, photographic and electronic evidence described above shall also extend to those individuals and entities in privity of contract with Defendant or otherwise subject to Defendant's control relating to the subject matter of this lawsuit. Should Defendant fail to preserve or destroy any of the above-referenced evidence relating to the subject matter of this lawsuit and which may be in Defendant's possession or subject to their control after receiving notice of Plaintiff's claims or the foregoing notice (which ever occurred earlier), Plaintiff will seek relief from the Court for spoliation remedies, sanctions and any other relief available to Plaintiff against Defendant and/or individuals or entities who receive notice of Plaintiff's claims and file to preserve evidence.

TEX. R. CIV. P. 193.7 NOTICE

66. Plaintiff notifies Defendant pursuant to Tex. R. Civ. P. 193.7 of its intent to use all items and discovery responses produced Defendant in any pretrial proceeding and/or at trial as self-authenticated by the party or parties in producing same during the pendency of this case.

PRAYER

WHEREFORE, Plaintiff deeproot prays that Defendant G-Force be cited to appear and answer herein, and that upon trial hereof, recover such sums as would reasonably and justly compensate it in accordance with the rules of law and procedure. In addition, deeproot requests an award of attorneys' fees and costs, pre-judgment and post-judgment interest, and for any other and further relief, at law or in equity, to which it is justly entitled.

Dated: October 25, 2019

Respectfully Submitted,

/s/ Jason E. McKinnie

Jason E. McKinnie

Texas State Bar No. 24070247

jason.mckinnie@gunn-lee.com

Brandon T. Cook

Texas State Bar No. 24084166

bcook@gunn-lee.com

GUNN, LEE & CAVE, P.C.

8023 Vantage Drive, Suite 1500

San Antonio, TX 78230

(210) 886-9500

(210) 886-9883 Fax

**ATTORNEYS PLAINTIFF DEEPROOT
TECH, LLC**



Cause Number: _____

District Court : _____

**Mary Angie Garcia
Bexar County District Clerk**

Request for Process

Style: deeprout Tech, LLC Vs. G-Force Technical, Ltd.

Request the following process: (Please check all that Apply)

- Citation Notice Temporary Restraining Order Notice of Temporary Protective Order
- Temporary Protective Order Precept with hearing Precept without a hearing Writ of Attachment
- Writ of Habeas Corpus Writ of Garnishment Writ of Sequestration Capias Other: _____

1.

Name: G-Force Technical, Ltd

Registered Agent/By Serving: Randall Geisler

Address 9313 Dosier Cove, Fort Worth, Texas 76179

Service Type: (Check One) Private Process Sheriff Publication (Check One) Commercial Recorder Hart Beat Courthouse Door
 Certified Mail Registered Mail Out of County Secretary of State Commissioner of Insurance

2.

Name: _____

Registered Agent/By Serving: _____

Address _____

Service Type: (Check One) Private Process Sheriff Publication (Check One) Commercial Recorder Hart Beat Courthouse Door
 Certified Mail Registered Mail Out of County Secretary of State Commissioner of Insurance

3.

Name: _____

Registered Agent/By Serving: _____

Address _____

Service Type: (Check One) Private Process Sheriff Publication (Check One) Commercial Recorder Hart Beat Courthouse Door
 Certified Mail Registered Mail Out of County Secretary of State Commissioner of Insurance

4.

Name: _____

Registered Agent/By Serving: _____

Address _____

Service Type: (Check One) Private Process Sheriff Publication (Check One) Commercial Recorder Hart Beat Courthouse Door
 Certified Mail Registered Mail Out of County Secretary of State Commissioner of Insurance

Title of Document/Pleading to be Attached to Process: Plaintiff's Original Petition

Name of Attorney/Pro se: Jason E. McKinnie Bar Number: 24070247

Address: Gunn, Lee & Cave, PC Phone Number: (210) 886-9500

8023 Vantage Drive, Suite 1500, San Antonio, TX 78230

Attorney for Plaintiff Defendant _____ Other _____

****IF SERVICE IS NOT PICKED UP WITHIN 14 BUSINESS DAYS, SERVICE WILL BE DESTROYED****

NO. 2019CI22367

DEEPROOT TECH, LLC,	§	IN THE DISTRICT COURT
Plaintiff	§	
	§	
vs.	§	
	§	225th JUDICIAL DISTRICT
G-FORCE TECHNICAL, LTD.	§	
Defendant	§	BEXAR COUNTY, TEXAS

G-FORCE TECHNICAL, LTD.'S MOTION FOR PROTECTION FROM DISCOVERY

Defendant, G-FORCE TECHNICAL, LTD. asks the Court to protect it from Plaintiff, DEEPROOT TECH, LLC,'s request for discovery concerning Defendant's trade secrets.

INTRODUCTION

- Plaintiff, DEEPROOT TECH, LLC, sued defendant, G-FORCE TECHNICAL, LTD., for breach of contract and breach of express warranty arising out of Defendant's sale of electronic's manufacturing equipment to Plaintiff.
- Discovery in this suit is governed by a Level 2 discovery-control plan. The discovery period will end on October 1, 2020.
- This case is not set for trial.

BACKGROUND

Plaintiff served the attached interrogatories and requests for production.¹

As part of Defendant's business, it sources used electronics manufacturing equipment, verifies its operation, refurbishes the equipment, as necessary, and brokers or re-sells the equipment on the used market. The methods of Defendant's locating and acquiring

¹ See Plaintiff's Interrogatories and Requests for Production to Defendant, attached hereto as Exhibit A and incorporated herein by reference.

equipment, negotiating purchase and sale of equipment—including contract terms, equipment pricing, customer and supplier lists, communication with customers, suppliers, and third-party vendors who maintain, repair, or refurbish Defendant’s equipment, Defendant’s methods, economic knowledge, and resources involved in its evaluation and valuation of used equip, and Defendants methods of repair and refurbishing used equipment are trade secrets as defined by Texas Civil Practice & Remedies Code §134A.002(6). Accordingly, Plaintiff’s discovery requests, in part, seek disclosure of Defendant’s trade secrets.

ARGUMENT & AUTHORITIES

A court has discretion to protect a party from discovery with a protective order. Tex. R. Civ. P. 192.6; *Axelson, Inc. v. McIlhany*, 798 S.W.2d 550, 553 (Tex. 1990). A court has the authority to limit the scope or distribution of discovery based on the needs and circumstances of the case. *See* Tex. R. Civ. P. 192 cmt. 7. Further, the legislature has recognized the value of trade secrets and the necessity of protecting such secrets. *See*, Texas Uniform Trade Secrets Act, Chapter 134a of the Texas Civil Practice & Remedies Code. “In an action under [Chapter 134a], a court shall preserve the secrecy of an alleged trade secret by reasonable means. There is a presumption in favor of granting protective orders to preserve the secrecy of trade secrets.” TEX. CIV. PRAC. & REM. CODE ANN. §134A.006. Defendant asks the court to preserve the secrecy of its trade secrets and protect such trade secrets from disclosure in this matter.

Defendant further asks the Court for a protective order because Plaintiff’s discovery request is not proportional to the needs of the case. *See* Tex. R. Civ. P. 192.4(b); *In re State Farm Lloyds*, 520 S.W.3d 595, 607 (Tex. 2017). Specifically, the Discovery requests exceed the needs of the case in that Defendant sold Plaintiff the subject equipment stating, “We guaranty our equipment operational from our facility.” Because of the operational guarantee, the location, condition, price, repairs to, modifications to, or maintenance of such equipment prior to the time the equipment left Defendant’s facility is not relevant to this suit. Therefore, Plaintiff’s discovery requests seek information with little probative

value. Yet, Defendant's interests in protecting its trade secrets is great—to the extent that the legislature created a presumption in favor of protecting trade secrets under Chapter 134a.

Defendant asks the Court for a protective order because Plaintiff's discovery requests constitutes an invasion of Defendant's property rights. Tex. R. Civ. P. 192.6(b); *see Hoffman v. Fifth Court of Appeals*, 756 S.W.2d 723, 723 (Tex. 1988). Specifically, {Plaintiff's Interrogatory No. 1 and Plaintiff's Request for Production Nos. 2, 4, 16, 17, 18, 19 and 20} are objectionable because they require Defendant to disclose trade secrets—Defendant's ineffectual property.

REQUESTED PROTECTION

A court has broad discretion to protect a person from discovery with a protective order. *See* Tex. R. Civ. P. 192.6(b). A court can (1) prohibit the discovery sought in whole or in part, (2) limit the extent or subject matter of discovery, (3) order that discovery not be undertaken at the time or place specified, (4) set terms or conditions on the discovery, (5) order the results of discovery to be sealed or otherwise protected, and (6) make any other order in the interest of justice. *Id.*

For the reasons described above, Defendant asks the Court to sign a protective order that prohibits the discovery of Defendant's trade secrets: the methods of Defendant's locating and acquiring equipment, negotiating purchase and sale of equipment—including contract terms, equipment pricing, customer and supplier lists, communication with customers, suppliers, and third-party vendors who maintain, repair, or refurbish Defendant's equipment, Defendant's methods, economic knowledge, and resources involved in its evaluation and valuation of used equip, and Defendants methods of repair and refurbishing used equipment.

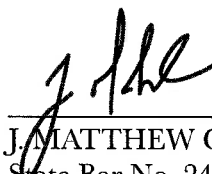
In addition, Defendant ask the Court to sign a protective order that prohibits the discovery of information reasonably related to Defendant's trade secrets, as defined above. If a dispute arises as to whether information is reasonably related to Defendant's

trade secrets, Defendant will submit the disputed information to the Court for *in camera* inspection and determination of the applicability of this protective order.

PRAYER

For these reasons, Defendant asks the Court to issue an order protecting Defendant's trade secrets by granting the relief requested in this motion. Further, Defendant will not comply with the part of the discovery request from which protection is sought unless ordered to do so by the Court.

Respectfully submitted,



J. MATTHEW CROSS
State Bar No. 24007054
D. BROOKE OSBURN
State Bar No. 24055324

SMITH OSBURN CROSS
6320 Southwest Blvd.
Suite 101
Fort Worth, Texas 76109
Telephone : (817) 877-3336
Telccopier : (817) 339-8134
E-Mail: service@soc-law.com

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF CONFERENCE

I certify, on August 28, 2020, opposing counsel was contacted by email regarding the merits of this motion. Opposing counsel is opposed to Defendant's Motion for Protection. Therefore, a hearing on this matter is requested.



J. MATTHEW CROSS

CERTIFICATE OF SERVICE

I hereby certify that the original of the foregoing Defendant's Motion for Protection was sent to Mr. Jason E. McKinnie, attorney for Plaintiff, at Gunn, Lee & Cave, P.C., 8023 Vantage Drive, Suite 1500, San Antonio, Texas 78230, by by email jason.mckinnie@gunn-lee.com, and the Court was notified of same on this 28th day of August, 2020.



J. MATTHEW CROSS

EXHIBIT “A”

deeproot Tech, LLC

Plaintiff,

v.

G-Force Technical, Ltd.

Defendant.

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IN THE DISTRICT COURT

OF THE 225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF DEEPROOT TECH, LLC'S FIRST SET OF INTERROGATORIES TO
DEFENDANT G-FORCE TECHNICAL,LTD.**

To: Defendant G-Force Technical, Ltd. by and through its attorneys of record J. Matthew Crow and D. Brooke Osburn, SMITH OSBURN CROSS, 6320 Southwest Blvd. Suite 101, Fort Worth, Texas 76109.

Pursuant to Texas Rule of Civil Procedure Rule 197, you are directed to answer the following Interrogatories separately, fully, in writing and under oath. The answers must be signed by the person making them. A true copy of the answers and any objections you may have to these Interrogatories are due thirty (30) days after service.

Date: July 17, 2020

Respectfully Submitted,

/s/ Jason E. McKinnie

Jason E. McKinnie

Texas State Bar No. 24070247

jason.mckinnie@gunn-lee.com

Brandon T. Cook

Texas State Bar No. 24084166

bcook@gunn-lee.com

GUNN, LEE & CAVE, P.C.

8023 Vantage Drive, Suite 1500

San Antonio, TX 78230

(210) 886-9500

(210) 886-9883 Fax

**ATTORNEYS FOR PLAINTIFF
DEEPROOT TECH, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2020, a copy of the foregoing has been served on all counsel of record by Email and Facsimile Transmission, as follows:

J. Matthew Cross
D. Brooke Osburn
Smith Osburn Cross
6320 Southwest Blvd.
Suite 101
Fort Worth, Texas 76109
(817) 877-3336 – Telephone
(817) 339-8134 – Facsimile
Email: service@soc-law.com

Attorneys for Defendant

/s/ Jason E. McKinnie
Jason E. McKinnie

INSTRUCTIONS

1. In answering these Interrogatories, furnish all information, however obtained, including hearsay, which is available to you and information known by or in your possession, or that of your agents or attorneys.

2. If you cannot answer any Interrogatory in full after exercising due diligence to secure the full information to do so, state an answer to the extent possible, specifying your inability to answer the remainder, stating whatever information and knowledge you have concerning the unanswered portion and detailing what you did to try to secure that unknown information.

3. Any question which seeks information contained in or about or identification of any documents may be answered by providing a copy of such documents for inspection and copying or by furnishing a copy of such document without a request for production.

4. These Interrogatories shall be deemed continuing until and during trial. Information sought that you obtain after you serve your answers must be disclosed to the Defendant by supplemental answers.

5. "Reference to documents" - In those instances when the responding party chooses to answer a Request for information by referring to a specific document or record, it is requested that the specification be in sufficient detail to permit the requesting party to locate and identify the records and/or documents from which the answer is to be ascertained, as readily as can the party served with the Request.

6. Unless defined in the following section, terms in the Interrogatories should be given their ordinary meaning.

DEFINITIONS

1. The terms “you,” “your” “Defendant” and/or “G-Force” refer to G-Force Technical, Ltd. and its agents, servants, employees, representatives, attorneys, and any other persons acting or purporting to act on its behalf, whether authorized or not.

2. The terms “deeproot” and Plaintiff refer to deeproot Tech, LLC and its agents, servants, employees, representatives, attorneys, and any other persons acting or purporting to act on its behalf.

3. The terms “lawsuit” or “Lawsuit” refers to this cause of action, which is Cause No. 2019-CI-122367.

7. The terms “document” and/or “documents” are defined to include writings of every type and from any source, including originals and non-identical copies thereof, that are in your possession, custody or control.

8. The terms “identify,” “describe” and/or “state” when used in reference to a natural person mean to state his or her full name, maiden name, present business and home address and telephone number.

9. The terms “identify,” “describe” and/or “state” when used in reference to a corporation or other entity that is not a person, means to state its full name, date and place of formation, the principal place of business of such entity and all its business addresses.

10. The terms “identify,” “describe” and/or “state,” when used with respect to document or documents, mean to describe the document or documents by date; subject matter; the name(s) of person(s) that wrote, signed, initialed, dictated, or otherwise participated in the creation of the same; the name(s) of person(s) that wrote, signed, initialed, dictated, or otherwise participated in the creation of the same; the name(s) of the addressee(s); and the name(s) and address(es) of the person or persons who have custody of said documents.

11. The terms “identify,” “describe” and/or “state,” when used with respect to an act (including an alleged defense), occurrence, statement or conduct (hereinafter collectively called “act”), mean to describe the substance of the event or events constituting such act; and to state the date when such act occurred; the identity of each and every person or persons participating in such act; and the identity of all other persons, if any, present when such acts occurred; whether any minutes, notes, memoranda or recordation of such act was made; whether such recordation now exists; and the identity of the person or persons presently having custody or control of such recordation.

12. The term “SMT Equipment” means the following equipment You sold Plaintiff:

BTU VIP70A Reflow Oven
ACE KISS 102 Selective Solder Machine
MPM AP Screen Printer
Samsung SM320 Pick and Place Machine

Interrogatories

Interrogatory No. 1: Describe Your acquisition of the SMT Equipment that You sold to Plaintiff including the date acquired, who acquired from, and cost.

Interrogatory No. 2: Describe in detail how You “confirmed and documented the operational status of the [SMT E]quipment” as stated in Your Response to Plaintiff’s Request for Disclosure, including but not limited to, the date each alleged operational confirmation was performed for each piece of SMT Equipment, how the confirmation was performed for each piece of SMT Equipment, and a description of the confirmation documentation for each piece of SMT Equipment.

Interrogatory No. 3: Describe in detail you basis for asserting the sales price of the SMT Equipment was “approximately 10% of the cost of new equipment on the same variety,” as stated in Your Response to Plaintiff’s Request for Disclosure.

Interrogatory No. 4: Identify Your factual basis that the “failure of the [SMT E]quipment resulted from improper operation” as stated in Your Response to Plaintiff’s Request for Disclosure.

Interrogatory No. 5: Identify Your factual basis that the “failure of the [SMT E]quipment resulted from . . . improper maintenance” as stated in Your Response to Plaintiff’s Request for Disclosure.

Interrogatory No. 6: Identify Your factual basis that the “failure of the [SMT E]quipment resulted from . . . improper ventilation/air supplies” as stated in Your Response to Plaintiff’s Request for Disclosure.

Interrogatory No. 7: Describe how You indicated or conveyed the need for proper ventilation/air supply for the SMT Equipment to function properly prior to delivery of the SMT Equipment to Plaintiff.

Interrogatory No. 8: Identify the terms of the agreement governing the sale of the SMT Equipment to Plaintiff.

Interrogatory No. 9: If the terms of the agreement identified in Interrogatory No. 8 was modified, identified the modified terms and when the modifications occurred.

Interrogatory No. 10: Identify what warranty you offered to Plaintiff, as referenced in Your Response to Plaintiff’s Request for Disclosure, including the coverage the warranty provided and time period.

Interrogatory No. 11: Identify all steps You took to satisfy any warranty claims made by Plaintiff regarding the SMT Equipment.

Interrogatory No. 12: Identify all individuals including Your employees, third-parties, and employees of Plaintiff to Your knowledge that assisted in installation, operation, and troubleshooting the SMT Equipment whether in Your possession or Plaintiff's possession.

deeproot Tech, LLC

Plaintiff,

v.

G-Force Technical, Ltd.

Defendant.

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IN THE DISTRICT COURT

OF THE 225TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF DEEPROOT TECH, LLC'S FIRST REQUEST FOR PRODUCTION TO
DEFENDANT G-FORCE TECHNICAL, LTD.**

To: Defendant G-Force Technical, Ltd. by and through its attorneys of record J. Matthew Crow and D. Brooke Osburn, SMITH OSBURN CROSS, 6320 Southwest Blvd. Suite 101, Fort Worth, Texas 76109.

Pursuant to Texas Rules of Civil Procedure Rule 196, deeproot Tech, LLC, the Plaintiff in the above-styled case, hereby request that you provide documents in response to the following requests. Responsive documents must be delivered to the office of the undersigned attorney within thirty (30) days after service.

Date: July 17, 2020

Respectfully Submitted,

/s/ Jason E. McKinnie
Jason E. McKinnie
Texas State Bar No. 24070247
jason.mckinnie@gunn-lee.com
Brandon T. Cook
Texas State Bar No. 24084166
bcook@gunn-lee.com

GUNN, LEE & CAVE, P.C.
8023 Vantage Drive, Suite 1500
San Antonio, TX 78230
(210) 886-9500
(210) 886-9883 Fax

**ATTORNEYS FOR PLAINTIFF
DEEPROOT TECH, LLC**

CERTIFICATE OF SERVICE

I hereby certify that on July 17, 2020, a copy of the foregoing has been served on all counsel of record by Email and Facsimile Transmission, as follows:

J. Matthew Cross
D. Brooke Osburn
Smith Osburn Cross
6320 Southwest Blvd.
Suite 101
Fort Worth, Texas 76109
(817) 877-3336 – Telephone
(817) 339-8134 – Facsimile
Email: service@soc-law.com

Attorneys for Defendant

/s/ Jason E. McKinnie
Jason E. McKinnie

INSTRUCTIONS

1. Produce all requested documents in electronic form including all variations of such documents as they are kept in the usual course of business.

2. Produce electronically stored information in a searchable electronic file such as Adobe Tagged Image File Format (TIFF). When a text searchable image file is produced, the producing party must preserve the integrity of the underlying ESI, i.e., the original formatting, the metadata (as described below) and, where applicable, the revision history. Please produce in the following format: single page TIFF images and associated multi-page text files containing extracted text or OCR with Concordance load files containing all requisite information including relevant metadata. Produce electronically stored information documents in such a manner to maintain unitization of the documents:

3. Native Files: The only files that should be produced in native format are files not easily converted to image format, such as Excel or CAD files. Any native files and accompanying metadata will be produced along with metadata load files, with production made by delivery of a CD-ROM, DVD, portable hard drive, or other appropriate media. A party may request that other documents be produced in their respective native format with all associated metadata intact on a case-by-case basis;

4. Meta data fields: Please provide the following metadata for all ESI produced to the extent such data is reasonably exists: Custodian, E-mail Subject, From, To, CC, BCC, Date Sent, Time Sent, Date Received, Time Received, Filename, Author, Date Created, Date Modified, MD5 Hash, File Size, File Extension, Control Number (Bates) Begin, Control Number (Bates) End, Attachment Ranges, Attachment Begin, and Attachment End; and

5. Other: To the extent redaction is necessary, documents and ESI in native format may be converted to a TIFF image file with text provided for non-redacted text.

6. To the extent that you believe that any of the Requests for Production of Documents call for information subject to a privilege, answer so much of each discovery request as does not, in your view, request allegedly privileged information and set forth the basis of your claim of privilege with respect to the specific information you refuse to give.

7. To the extent that you believe that any of the Requests for Production of Documents are objectionable, answer so much of each discovery request that is, in your view, non-objectionable, and separately state the portion of each discovery request to which you object and the grounds for your objection.

8. If you maintain that any document or records which refers to or relates to anything about which the Requests for Production ask has been destroyed, set forth the content of said document, the location of any copies of said document, the date of such destruction, the name of the person(s) who authorized such destruction, the date of the document and the author of the document.

9. These Requests will be deemed to be continuing so as to require further and supplemental responses if you receive, generate or discover additional information within the scope of any of the Requests for Production of Documents.

DEFINITIONS

1. The terms “you,” “your” “Defendant” and/or “G-Force” refer to G-Force Technical, Ltd. and its agents, servants, employees, representatives, attorneys, and any other persons acting or purporting to act on its behalf, whether authorized or not.

2. The terms “deeproot” and Plaintiff refer to deeproot Tech, LLC and its agents, servants, employees, representatives, attorneys, and any other persons acting or purporting to act on its behalf.

3. The terms “lawsuit” or “Lawsuit” refers to this cause of action, which is Cause No. 2019-CI-122367.

10. The terms “document” and/or “documents” are defined to include writings of every type and from any source, including originals and non-identical copies thereof, that are in your possession, custody or control.

11. The term “SMT Equipment” means the following equipment, individually and collectively, You sold Plaintiff:

BTU VIP70A Reflow Oven
ACE KISS 102 Selective Solder Machine
MPM AP Screen Printer
Samsung SM320 Pick and Place Machine

Requests for Production

Request No. 1: All documents, communications, and things between You and Plaintiff that discuss, identify, or reference Plaintiff's needs for equipment from January 1, 2018 through the present.

Request No. 2: All documents, communications, and things between You and any third-party concerning locating, acquiring, and/or purchasing of equipment for Plaintiff.

Request No. 3: All documents, communications, and things between You and Plaintiff regarding the sale of any equipment from January 1, 2018 through the present.

Request No. 4: All documents, communications, and things concerning Your acquisition of the SMT Equipment.

Request No. 5: All documents, communications, and things concerning the SMT Equipment, including any records concerning refurbishing, testing, cleaning, inspecting, shipping, and repairing thereof prior to shipment of the SMT Equipment to Plaintiff.

Request No. 6: All documents, communications, the things concerning the confirmation and documentation of operational status of the SMT Equipment referenced in Your Response to Plaintiff's Request for Disclosure.

Request No. 7: All documents, communications, and things including videos evidencing the SMT Equipment in operation at Defendant's facility.

Request No. 8: All proposals, contracts, drafts, or other agreements between You and Plaintiff regarding equipment, including the SMT Equipment.

Request No. 9: All documents, communications, and things concerning the potential sale of the SMT Equipment to any third party.

Request No. 10: All documents, communications, and things concerning the BTU VIP70A Reflow Oven You sold Plaintiff.

Request No. 11: All documents, communications, and things concerning the ACE KISS 102 Selective Solder Machine You sold Plaintiff.

Request No. 12: All documents, communications, and things concerning the MPM AP Screen Printer You sold Plaintiff.

Request No. 13: All documents, communications and things concerning the Samsung SM320 Pick and Place Machine You sold Plaintiff.

Request No. 14: All documents, communications, and things concerning the SMT Equipment after delivery to Plaintiff.

Request No. 15: All documents, communications and things concerning or reflecting payment for the SMT Equipment.

Request No. 16: All documents, communications and things concerning or reflecting payment to any third-party regarding the SMT Equipment or Plaintiff including but not limited to Dean Muller, Muller SMT Consulting, Hill Country Electric Supply, Houston Breakers and Electrical Supplies, COL Bran Electric, Inc., and Joshua Mcburney.

Request No. 17: All communications with any third-party concerning the Plaintiff, the SMT Equipment, and or this Lawsuit including but not limited to Dean Muller, Muller SMT Consulting, Hill Country Electric Supply, Houston Breakers and Electrical Supplies, COL Bran Electric, Inc., and Joshua Mcburney.

Request No. 18: All internal communications concerning the Plaintiff, the SMT Equipment, and or this Lawsuit including those made by Randy Geisler, Marty Green, and Todd Worcester.

Request No. 19: All internal, memoranda, communications and other documents concerning the Plaintiff, the SMT Equipment, and or this Lawsuit.

Request No. 20: All documents, communications, and things concerning the installation and operation of the SMT Equipment.

Request No. 21: All documents, communications, and things concerning the installation and operation requirements for the SMT Equipment, including but not limited to electrical, ventilation and air supply requirements.

Request No. 22: All documents, communications, and things evidencing the "SMT Equipment is 10% of the cost of new equipment on the same variety" as stated in Your Response to Plaintiff's Request for Disclosure.

Request No. 23: All documents, communications, and things regarding complaints or concerns regarding the installation, operation, or repair of the SMT Equipment.

Request No. 24: All documents, communications, and things You purport that Plaintiff damaged the SMT Equipment.

Request No. 25: All circuit boards You printed during testing of the SMT Equipment.

Request No. 26: All documents, communications, and things concerning the warranty of the SMT Equipment including the scope of the warranty, claims made on the warranty, and efforts to satisfy any claims.