

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**TRANSOCEAN OFFSHORE DEEPWATER
DRILLING INC.** §
§

Plaintiff, §

v. §

CASE NO: 4:13-cv-01088

**PACIFIC DRILLING, INC., PACIFIC
DRILLING OPERATIONS, INC.,
PACIFIC SANTA ANA S.A.R.L. and
PACIFIC SHARAV S.A.R.L.** §
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JURY DEMANDED

Defendants. §

PLAINTIFF TRANSOCEAN’S AMENDED COMPLAINT

Transocean Offshore Deepwater Drilling Inc. (“Transocean”), for its complaint of patent infringement against defendants Pacific Drilling, Inc., Pacific Drilling Operations, Inc., Pacific Santa Ana S.a.r.l., and Pacific Sharav S.a.r.l. (collectively “Pacific”), alleges as follows:

THE PARTIES

1. Plaintiff Transocean is a Delaware corporation having a place of business at 4 Greenway Plaza, Houston, Texas 77046.
2. On information and belief, Pacific Drilling, Inc.. is a Delaware corporation with a place of business at 5847 San Felipe, Suite 1710, Houston, Texas 77056.
3. On information and belief, Pacific Drilling Operations, Inc. is a Delaware corporation that conducts business in this district and may be served through an officer or agent residing in this district.

4. On information and belief, Pacific Santa Ana S.a.r.l. is a foreign corporation that conducts business in this district and may be served through an officer or agent residing in this district.

5. On information and belief, Pacific Sharav S.a.r.l. is a foreign corporation that conducts business in this district and may be served through an officer or agent residing in this district.

JURISDICTION & VENUE

6. This action arises under the patent statutes of the United States, 35 U.S.C. § 271 et seq. Accordingly, the Court has federal question jurisdiction over this matter under 28 U.S.C. §§ 1331 and 1338(a).

7. The court has personal jurisdiction over each of the Pacific defendants.

8. Venue is properly within this district in accordance with 28 U.S.C. § 1391 (b) and (c) and § 1400 (b).

FACTS AND BACKGROUND

The Transocean Patents

9. On April 11, 2000, United States Patent No. 6,047,781 (the “‘781 Patent”) was duly and legally issued for an invention entitled Multi-Activity Offshore Exploration and/or Development Drilling Method and Apparatus. A copy of the ‘781 Patent is attached as Exhibit A and incorporated herein.

10. On May 2, 2000, United States Patent No. 6,056,071 (the “‘071 Patent”) was duly and legally issued for an invention entitled Multi-Activity Offshore Exploration and/or Development Drilling Method and Apparatus. A copy of the ‘071 Patent is attached as Exhibit B and incorporated herein.

11. On May 30, 2000, United States Patent No. 6,068,069 (the “‘069 Patent”) was duly and legally issued for an invention entitled Multi-Activity Offshore Exploration and/or Development

Drilling Method and Apparatus. A copy of the '069 Patent is attached as Exhibit C and incorporated herein.

12. On July 11, 2000, United States Patent No. 6,085,851 (the “851 Patent”) was duly and legally issued for an invention entitled Multi-Activity Offshore Exploration and/or Development Drill Method and Apparatus. A copy of the '851 Patent is attached as Exhibit D and incorporated herein.

13. The above referenced patents relate to a technology called “dual-activity” that saves time and money in drilling offshore wells.. Transocean owns these patents (collectively, the “Transocean patents”) by assignment dated March 9, 2004.

Pacific Infringes the Transocean Patents

14. On information and belief, Pacific affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *Pacific Santa Ana*. On information and belief, the rig is currently owned by Pacific Santa Ana S.a.r.l. The design of the drillship is covered by the Transocean patents.

15. On information and belief, Pacific Drilling, Inc., through its predecessor , contracted with Chevron USA in May 2010 to provide the *Pacific Santa Ana* for an initial term of five years at a daily rate of at least \$467,000 for offshore drilling operations in the U.S. Gulf of Mexico.

16. On information and belief, Pacific Drilling, Inc. began operations under the contract with Chevron USA in May 2012 with the *Pacific Santa Ana* in the U.S. Gulf of Mexico.

17. On information and belief, a Pacific affiliate is having constructed a dual-activity drillship for offshore drilling operations referred to as the *Pacific Sharav*. On information and belief, the rig is owned by Pacific Sharav S.a.r.l. The design of the drillship is covered by the Transocean patents.

18. On information and belief, Pacific Drilling Operations, Inc. contracted with Chevron USA in June 2012 to provide the *Pacific Sharav* for an initial term of five years at a daily rate of about \$590,000 for offshore drilling operations in the U.S. Gulf of Mexico. Operations of the rig were initially expected to start at the end of 2013, but have been delayed until 2014.

19. Transocean notified Pacific that its dual-activity designed rigs infringe the Transocean patents as early as 2007 during negotiations for a joint venture between the companies.

Count 1: Patent Infringement

20. Under 35 U.S.C. §§ 271 *et seq.*, each of the Pacific defendants infringe the Transocean patents through the sale, offer for sale, importation, and use of the *Pacific Santa Ana* and *Pacific Sharav* or alternatively by inducing a named affiliate to sell, offer for sale, import, or use the *Pacific Santa Ana* or *Pacific Sharav*.

21. On information and belief, Pacific will continue to infringe the claims in the Transocean patents unless enjoined by this Court.

22. Transocean has been damaged and will continue to be damaged by Pacific's infringing acts.

23. On information and belief, Pacific was actually aware of the Transocean patents and willfully committed acts of infringement.

JURY DEMAND

24. Transocean demands a trial by jury on all issues.

PRAYER FOR RELIEF

WHEREFORE, Transocean prays the Court to:

- (a) grant a permanent injunction against Pacific's continued infringement;
- (b) award damages of not less than a reasonable royalty;
- (c) find that Pacific's infringement has been willful and under 35 U.S.C. § 284 and increase such damages to three times the awarded amount;
- (d) award prejudgment and postjudgment interest;
- (e) find that this case is an exceptional case under 35 U.S.C. § 285 and award attorneys' fees;
- (f) award costs; and
- (g) grant all other relief to which Transocean is entitled.

Date: May 13, 2013

Respectfully submitted,

/s/Charles B. Walker, Jr.

Charles B. Walker, Jr.

Attorney-in-Charge

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CERTIFICATE OF SERVICE

I hereby certify that a copy of Transocean's Amended Complaint was served by email in accordance with the Federal Rules of Civil Procedure and Local Rules for the Southern District of Texas on May 13, 2013, as follows:

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