

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

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

**Plaintiff,** §

**v.** §

**CASE NO:**

**SEADRILL AMERICAS INC., SEADRILL GULF OPERATIONS AURIGA LLC, SEADRILL GULF OPERATIONS VELA LLC, SEADRILL GULF OPERATIONS NEPTUNE LLC** §  
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**JURY DEMANDED**

**Defendants.**

**PLAINTIFF TRANSOCEAN’S ORIGINAL COMPLAINT**

Transocean Offshore Deepwater Drilling Inc. (“Transocean”), for its complaint of patent infringement against defendants Seadrill Americas, Inc., Seadrill Gulf Operations Auriga LLC, Seadrill Gulf Operations Vela LLC, Seadrill Gulf Operations Neptune LLC (collectively “Seadrill”), 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, Seadrill Americas, Inc. is a Texas corporation with a place of business at 11025 Equity Drive, Suite 150, Houston, Texas 77041.
3. On information and belief, Seadrill Gulf Operations Auriga LLC is a Delaware corporation with a place of business in this district.

4. On information and belief, Seadrill Gulf Operations Vela LLC is a Delaware corporation with a place of business in this district.

5. On information and belief, Seadrill Gulf Operations Neptune LLC is a Delaware corporation with a place of business 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 Seadrill 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 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 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 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 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.

#### **Seadrill Infringes the Transocean Patents**

14. On information and belief, Seadrill affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *West Auriga*. On information and belief, the design of the drillship is covered by the Transocean patents.

15. On information and belief, Seadrill contracted with BP on or before October 2013 to provide the *West Auriga* for an initial term of eight years at a daily rate of at least \$565,000 for offshore drilling operations in the U.S. Gulf of Mexico.

16. On information and belief, Seadrill began operations under the contract with BP in October 2013 with the *West Auriga* in the U.S. Gulf of Mexico.

17. On information and belief, Seadrill affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *West Vela*. On information and belief, the design of the drillship is covered by the Transocean patents.

18. On information and belief, Seadrill contracted with BP on or before November 2013 to provide the *West Vela* for an initial term of eight years at a daily rate of at least \$565,000 for offshore drilling operations in the U.S. Gulf of Mexico.

19. On information and belief, Seadrill began operations under the contract with BP in November 2013 with the *West Vela* in the U.S. Gulf of Mexico.

20. On information and belief, Seadrill affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *West Neptune*. On information and belief, the design of the drillship is covered by the Transocean patents.

21. On information and belief, Seadrill contracted with LLOG Exploration Company, L.L.C. in April 2013 to provide the *West Neptune* for an initial term of three years at a daily rate of at least \$570,000 for offshore drilling operations in the U.S. Gulf of Mexico.

22. On information and belief, Seadrill began operations under the contract with LLOG Exploration Company, L.L.C. in December 2014 with the *West Neptune* in the U.S. Gulf of Mexico.

23. Transocean notified Seadrill that its dual-activity designed rigs infringe the Transocean patents before 2006.

#### **Count 1: Patent Infringement**

24. Under 35 U.S.C. §§ 271 *et seq.*, each of the Seadrill defendants infringe the Transocean patents through the unauthorized sale, offer for sale, importation, and use of the *West Auriga*, *West Vela*, and *West Neptune* or alternatively by actively inducing a named affiliate to sell, offer for sale, import, or use the *West Auriga*, *West Vela*, or *West Neptune* without authority.

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

26. Transocean has been damaged and will continue to be damaged by Seadrill's infringing acts.

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

#### **JURY DEMAND**

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

**PRAYER FOR RELIEF**

WHEREFORE, Transocean prays the Court to:

- (a) grant a permanent injunction against Seadrill's continued infringement;
- (b) award damages of not less than a reasonable royalty;
- (c) find that Seadrill's infringement has been willful and under 35 U.S.C. § 284 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: January 16, 2015

Respectfully submitted,

/s/Charles B. Walker, Jr.

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