

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

TRANSOCEAN OFFSHORE DEEPWATER
DRILLING INC.

Plaintiff,

v.

DIAMOND OFFSHORE DRILLING, INC.,
AND DIAMOND OFFSHORE COMPANY

Defendant.

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CASE NO: 4:17-cv-2647

JURY DEMANDED

PLAINTIFF TRANSOCEAN’S ORIGINAL COMPLAINT

Transocean Offshore Deepwater Drilling Inc. (“Transocean”), for its complaint of patent infringement against defendants Diamond Offshore Drilling, Inc., and Diamond Offshore Company (collectively “Diamond”), alleges as follows:

THE PARTIES

1. Plaintiff Transocean Offshore Deepwater Drilling Inc. is a Delaware corporation having a place of business at 4 Greenway Plaza, Houston, Texas 77046.
2. On information and belief, Diamond Offshore Drilling, Inc. is a Delaware corporation having a place of business at 15415 Katy Freeway, Suite 100, Houston, TX 77094.
3. On information and belief, Diamond Offshore Company is a Delaware corporation having a place of business at 15415 Katy Freeway, Suite 100, Houston, TX 77094.

JURISDICTION & VENUE

4. 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).
5. The court has personal jurisdiction over Diamond.
6. 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

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

Diamond Infringes the Transocean Patents

Ocean BlackHawk

12. On information and belief, Diamond or Diamond affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *Ocean BlackHawk*. On information and belief, the design of the drillship is covered by the Transocean patents.

13. On information and belief, Diamond or Diamond affiliates contracted with Anadarko Petroleum Company on or before May 13, 2011 to provide the *Ocean BlackHawk* for an initial term of five (5) years at a daily rate of approximately \$495,000 for offshore drilling operations in the U.S. Gulf of Mexico.

14. On information and belief, Diamond or Diamond affiliates began operations under the contract with Anadarko by May 2014 with the *BlackHawk* in the U.S. Gulf of Mexico.

Ocean BlackRhino

15. On information and belief, Diamond or Diamond affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *Ocean BlackRhino*. On information and belief, the design of the drillship is covered by the Transocean patents.

16. On information and belief, Diamond or Diamond affiliates contracted with Murphy Exploration and Production Company by July 24, 2014 to provide the *BlackRhino* for an initial term of two hundred sixty five (265) days at a daily rate of approximately \$398,000 for offshore drilling operations in the U.S. Gulf of Mexico.

17. On information and belief, Diamond or Diamond affiliates began operations under the contract with Murphy by May 2015 with the *Ocean BlackRhino* in the U.S. Gulf of Mexico.

18. On information and belief, Diamond or Diamond affiliates contracted with Hess by October 23, 2014 to provide the *BlackRhino* for an initial term of three (3) years at a daily rate of approximately \$400,000 for offshore drilling operations in the U.S. Gulf of Mexico.

19. On information and belief, Diamond or Diamond affiliates conducted infringing activities under the contract with Hess with the *Ocean BlackRhino* in the U.S. Gulf of Mexico.

Ocean BlackLion

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

21. On information and belief, Diamond or Diamond affiliates contracted with Hess by October 23, 2014 to provide the *Ocean BlackLion* for an initial term of four (4) years at a daily rate of approximately \$400,000 for offshore drilling operations in the U.S. Gulf of Mexico.

22. On information and belief, Diamond or Diamond affiliates began operations under the contract with Hess by September 2015 with the *Ocean BlackLion* in the U.S. Gulf of Mexico.

Ocean BlackHornet

23. On information and belief, Diamond or Diamond affiliates had constructed a dual-activity drillship for offshore drilling operations referred to as the *Ocean BlackHornet*.

24. On information and belief, the design of the drillship is covered by the Transocean patents.

25. On information and belief, Diamond or Diamond affiliates contracted with Anadarko Petroleum Company by May 17, 2011 to provide the *Ocean BlackHornet* for an initial term of five (5) years at a daily rate of approximately \$495,000 for offshore drilling operations in the U.S. Gulf of Mexico.

26. On information and belief, Diamond or Diamond affiliates began operations under the contract with Anadarko or its designee by February 2015 with the *Ocean BlackHornet* in the U.S. Gulf of Mexico.

27. On information and belief, Diamond or Diamond affiliates had knowledge of the Transocean patents through Diamond’s communications and interactions with Transocean, Transocean’s enforcement of the patents against competitors and/or Diamond’s attention to patents relevant to its drilling rigs.

Count 1: Patent Infringement

28. Transocean incorporates herein the allegations set forth in Paragraphs 1 through 27 above.

29. Under 35 U.S.C. §§ 271 *et seq.*, Diamond has infringed the Transocean patents by the unauthorized sale, offer for sale, and importation and use of the *Ocean BlackHawk*, *Ocean BlackRhino*, *Ocean BlackLion* and *Ocean BlackHornet* or alternatively by actively contributing or inducing a named affiliate or others to sell, offer for sale, import, or use the *Ocean BlackHawk*, *Ocean BlackRhino*, *Ocean BlackLion* and *Ocean BlackHornet* without authority, literally and/or under the doctrine of equivalents.

30. The infringement chart in Exhibit E identifies structural elements of each rig that infringe at least the following claims of the Transocean patents.

U.S. Patent No.	Claims Infringed¹
6,047,781	30
6,056,071	10
6,068,069	17
6,085,851	10

31. Transocean has been damaged by Diamond’s infringing acts.

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

¹ Transocean reserves the right to assert other claims infringed by Diamond.

JURY DEMAND

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

PRAYER FOR RELIEF

WHEREFORE, Transocean prays the Court to:

- (a) award damages for Diamond's infringement of the Transocean patents under 35 U.S.C. § 284;
- (b) find that Diamond's infringement has been willful and increase such damages to three times the awarded amount;
- (c) award prejudgment and post judgment interest;
- (d) find that this case is an exceptional case under 35 U.S.C. § 285 and award attorneys' fees;
- (e) award costs; and
- (f) grant all other relief to which Transocean is entitled.

Date: August 30, 2017

Respectfully submitted,

PORT & BUMGARNER LLP

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