

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA**

CAJUN SERVICES UNLIMITED, LLC	§	
dba SPOKED MANUFACTURING, T2	§	
TOOLS & DESIGN, L.L.C., SHANE	§	
TRICHE, and HEATH TRICHE	§	
	§	
Plaintiffs,	§	CIVIL CASE NO. _____
	§	
vs.	§	JURY TRIAL DEMANDED
	§	
BENTON ENERGY SERVICE COMPANY	§	
dba BESCO TUBULAR	§	
	§	
Defendant.	§	

COMPLAINT WITH JURY DEMAND

Plaintiffs Cajun Services Unlimited, LLC dba Spoked Manufacturing (“Cajun”), T2 Tools & Design, L.L.C. (“T2 Tools”), Shane Triche (“Shane”), and Heath Triche (“Heath”) (collectively “Plaintiffs”) bring this action against Benton Energy Service Company dba Besco Tubular (“Besco”). Plaintiffs allege upon personal knowledge as to their own acts and status, and as to all publicly available information and documents, and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. This lawsuit arises out of the Besco’s knowing and intentional theft and misappropriation of Cajun’s Elevator Roller Insert System (“ERIS”)—which Besco at all times knew to be Cajun’s patent pending, proprietary and confidential trade secret information—as well as Besco’s willful infringement of Cajun’s U.S. Patent 9,988,862 covering the ERIS, which issued on June 5, 2018.

2. During a personal conversation after hours, a Besco employee made a passing mention of a problem in the oil and gas industry to a Cajun employee. Afterwards, at no urging of and unbeknownst to Besco, Cajun set out to find a solution to this industry-wide problem. Cajun subsequently conceived of and developed the ERIS with no financial, design, or engineering involvement of Besco.

3. Only after the ERIS was fully conceived did Cajun inform Besco that it had created a solution to the problem. At Besco's request, Cajun demonstrated the capabilities of the ERIS—resulting in Besco declaring the tool a “game changer” and seeking to buy the ERIS outright from Cajun. Cajun immediately and unequivocally informed Besco that it had sought patent protection for the ERIS, and that while the ERIS was not for sale, Cajun was willing to negotiate an exclusive license with Besco. Further, Besco knew at all times that the ERIS was Cajun's confidential and proprietary trade secret information.

4. Although Besco feigned interest and requested that Cajun send over its exclusive license proposal, Besco had already determined that it would not negotiate any type of license with Cajun. Rather, apparently believing that the identification of a problem creates an entitlement to the solution, Besco formulated a plan to rent the ERIS from Cajun while passing it off as its own.

5. Besco ignored Cajun's good faith exclusive license offer, instead opting to rent the ERIS from Cajun. Cajun and Besco's rental relationship became increasingly strained as it progressed—invoices were paid late, tools were not brought directly back to Cajun after jobs, and Besco began demanding cuts to Cajun's invoices in conflict with the rental terms and conditions to which Besco repeatedly agreed. Finally, after a little over a year of renting the ERIS from Cajun, Besco ceased all rentals and payments, and to date has failed to pay over \$700,000 in outstanding invoices and interest.

6. In July 2016, the reason behind Besco's bizarre approach to a previously positive business relationship became clear. Cajun was informed by a Besco employee that Besco had been secretly having Cajun's ERIS reverse engineered to build its own inventory of knock-off ERIS tools. Rather than returning the ERIS tools after jobs as agreed, Besco disassembled the ERIS and brought components of the ERIS to Elite Energy Services, LLC ("Elite"), a machine shop, to reverse engineer Cajun's ERIS. Elite then began manufacturing an inventory of knock-off ERIS tools on Besco's behalf. Meanwhile, Besco disassembled other components of the ERIS at its own shop to gain an understanding of how Cajun's ERIS operated. As soon as Besco's knock-off inventory met its needs, it conveniently ended its relationship with Cajun. Besco's knock-off ERIS tools currently operate on offshore wells of major well operators in the Gulf of Mexico, resulting in significant revenue to Besco.

7. Once Besco no longer had a need for Cajun's ERIS tool, Besco informed Cajun it would no longer pay Cajun's invoice as agreed. This refusal is despite repeatedly agreeing to Cajun's Rental Agreement, and being regularly and explicitly made aware of the terms of that agreement by Cajun. Besco contends that it is not required to pay Cajun's invoices pursuant to a verbal agreement that (1) does not exist, (2) is in direct conflict with the Rental Agreement that Besco consistently agreed to and never rejected, and (3) it made Cajun aware of for the first time in October 2016.

8. Accordingly, Cajun brings this lawsuit against Besco for willful infringement of U.S. Patent No. 9,988,862, violations of the federal Defend Trade Secrets Act, Louisiana Unfair Trade Practices and Consumer Protection Law, and Louisiana Uniform Trade Secrets Act, as well as fraud and breach of contract under Louisiana common law.

9. Additionally, Cajun seeks declaratory and injunctive relief concerning Besco's theft and misappropriation of its confidential and proprietary trade secret ERIS tool, as well as willful infringement of its recently issued U.S. Patent No. 9,988,862 covering the same. Cajun also seeks monetary damages arising out of the Besco's unlawful actions alleged herein—including punitive damages and attorneys' fees for Besco's intentional, malicious, knowing, and willful conduct.

PARTIES

10. Plaintiff Cajun Services Unlimited, LLC dba Spoked Manufacturing ("Cajun") is a Louisiana limited liability company with its principal place of business located at 106 Mac Court, Gray, Louisiana 70539.

11. T2 Tools & Design, L.L.C. ("T2 Tools") is a Louisiana limited liability company with its principal place of business located at 106 Mac Court, Gray, Louisiana 70539. The sole members of T2 Tools are Shane and Heath Triche.

12. Shane Triche ("Shane") is a citizen of the State of Louisiana who resides at 833 Bayou Blue Road, Houma, LA 70364.

13. Heath Triche ("Heath") is a citizen of the State of Louisiana who resides at 135 Shamrock Drive, Gray, LA 70359.

14. Defendant Benton Energy Service Company dba Besco Tubular ("Besco") is a Louisiana Corporation with its principal place of business at 359 Equity Boulevard, Houma, Louisiana 70360.

JURISDICTION AND VENUE

15. This Court has exclusive subject matter jurisdiction over Cajun's claim for patent infringement pursuant to 28 U.S.C. § 1338(a), including for patent infringement occurring on any

installations and other devices permanently or temporarily attached to the seabed of the Outer Continental Shelf, which may be erected thereon for the purpose of exploring for, developing, or producing resources therefrom, pursuant to 43 U.S.C. § 1349(b)(1) and 43 U.S.C. § 1333(a)(1).

16. This Court has exclusive subject matter jurisdiction to claims arising under the Defend Trade Secrets Act of 2016, 18 U.S.C. §§ 1836 *et seq.*, pursuant to 28 U.S.C. § 1331.

17. This Court has supplemental jurisdiction over Cajun's state law claims under 28 U.S.C. § 1367.

18. Plaintiff's claims for declaratory and injunctive relief are authorized by 28 U.S.C. §§ 2201 and 2202, by Rules 57 and 65 of the Federal Rules of Civil Procedure, and by the general legal and equitable powers of this Court.

19. This Court has personal jurisdiction over Besco because Besco is a resident of the State of Louisiana and because Besco has continuous and systematic contacts with the Eastern District of Louisiana. Further, Besco has intentionally availed itself of the laws of the Eastern District of Louisiana by conducting a substantial amount of business throughout this District. Additionally, Besco has contracted to supply services and/or goods in this District and has engaged in a persistent course of conduct in and derived substantial revenue from this District. Finally, Besco has purposefully directed its activities at this District and this litigation results from injuries that arise out of or relate to those activities. Accordingly, Besco has minimum contacts with this judicial district such that this forum is a fair and reasonable one for adjudication of the dispute.

20. Venue is proper in this District under at least 28 U.S.C. § 1391 and 1400(b) and 43 U.S.C. § 1349(b)(1) because Besco is an entity that has a regular and established place of business, resides, and transacts business in this District, a substantial part of the events or omissions giving

rise to the claims occurred in this District, and Besco has committed acts of infringement in this District.

FACTUAL BACKGROUND

A. Cajun Invented, Designed, and Developed the Elevator Roller Insert System.

21. In or around June 2014, Jamie Lovell, a manager of Besco, approached Cajun to assist with manufacturing a new tool invented by Mr. Lovell, the Bail Assisted Thread Saver (“BATS”). Besco filed U.S. Prov. Pat. App. 60/002234 on May 23, 2014 directed to the BATS tool, a copy of which is attached hereto as Exhibit A.

22. Besco provided Cajun with some components of the BATS tool and asked Cajun to manufacture several identical yet larger scale components for use with larger diameter tubing operations. Cajun was not provided with the entire BATS tool, the provisional patent application, or any information regarding what the components were for.

23. Over the next several months, Besco continued to approach Cajun for manufacturing and fabrication services. One such project entailed having Cajun attempt to locate a satisfactory hydraulic swivel for use with the BATS tool because Besco was unable to solve an issue with cables and lines tangling when it attempted to rotate the entire elevator hung from the BATS tool.

24. Each of the projects performed by Cajun for Besco was pursuant to verbal requests and agreements to perform the work. Each project took less than two weeks, none involved development work, and a quote was provided for almost all projects. Typically, the only parameters discussed were the work requested, the cost of performing such work, and the deadline by which such work need to be completed. As Cajun was simply manufacturing components based upon materials provided by Besco, the topic of inventions and ownership of those inventions was never discussed. At no point did Cajun verbally agree to assign any inventions to Besco—nor

could it. *See* 35 U.S.C. § 261 (“Applications for patent, patents, or any interest therein, shall be assignable in law by an instrument in writing.”)

25. In mid-September 2014, Cajun’s web developer was meeting with Cajun at their office to discuss Cajun’s website. After business hours, Mr. Lovell, who is married to Cajun’s web developer, visited Cajun’s facility. During a conversation with Heath, the Operations Manager of Cajun, Mr. Lovell mentioned that Besco had still not solved the issue with cables and lines tangling when it attempted to rotate the entire elevator hung from the BATS tool. Specifically, Mr. Lovell mentioned to Heath that “someone could make a lot of money if they developed a solution to allow tubulars to spin inside of an elevator.” No solutions to the problem were discussed and no request was made by Mr. Lovell for Cajun to create a solution, as the Triche brothers were not even aware of what a pipe elevator was at the time.

26. Nonetheless, Heath and his brother Shane, the General Manager of Cajun, were intrigued by the problem. The Triche brothers stayed up discussing the problem, and in the days following Mr. Lovell’s comment, Heath and Shane began brainstorming and discussing potential solutions. Falling upon their years of mechanical and industrial knowledge, these discussions soon materialized into what the brothers believed could be a possible solution. By the end of September 2014, the brothers had conceived of the invention embodied by the ERIS.

27. By early October, the Triche brothers had built a prototype of their concept that demonstrated how the ERIS could work in any elevator. They continued to research and refine the concept.

28. During the time Cajun was developing the ERIS, Cajun continued manufacturing and fabrication work for Besco, and frequently visited Besco’s shop. During one of these visits, Mr. Lovell revealed that Besco apparently located, purchased, and tested a large hydraulic swivel

in an attempt to make the system work by rotating the entire elevator. Because the ERIS eliminates the need for rotating the entire elevator, and thus the need for the hydraulic swivel purchased by Besco, Besco clearly had not conceived of the ERIS by September 2014. Despite these visits, Besco never demonstrated a working BATS system to Cajun. Nor did Besco disclose the ERIS invention to Cajun, and its apparent preoccupation with rotating the entire elevator demonstrates that it had not conceived of the ERIS system.

29. Between late October and early November, while discussing other projects with Shane and Heath, Mr. Lovell asked if they had given any thought to the problem he mentioned. At same time, he said he had thought of an idea regarding the use of a large thrust bearing. The Triche brothers explained why his concept would not work, that they had already come up with a solution, and needed to know what elevator the tool would go into and what size pipe would be going into the tool. Thereafter, Besco provided its elevator and pipe specifications to Cajun.

30. Cajun sent a conceptual drawing to Besco in late November. Between then and mid-March, Cajun continued sending updates. At no point did Mr. Lovell or Mr. Benton contend Mr. Lovell had come up with the ERIS, the concept of placing rollers in an elevator insert, or that the tool would be bought outright by Besco. Once it was time to build a prototype that would fit Besco's elevator, Cajun began going to machine shops to obtain quotes and assess their capability. At each shop, Cajun required a Non-Disclosure Agreement be signed before disclosing the ERIS to them.

31. Mr. Lovell requested that Cajun expedite the manufacturing of the prototype to allow testing of the ERIS prior to an upcoming job that Besco would get from Anadarko if the ERIS were completed and tested in time. Besco's required timeline made the search for a machine shop much more difficult. Therefore Mr. Lovell, on behalf of Besco, accompanied Cajun to one

meeting to try to help find a machine shop capable of turning out the ERIS in Besco's required timeline. Mr. Lovell witnessed Cajun have the shop sign a Non-Disclosure Agreement. Thus, Mr. Lovell and Besco were aware of Cajun's continued treatment of the ERIS as its confidential and proprietary trade secret information.

32. A new prototype was completed within Besco's required timeline in March 2015. Once satisfied with the prototype's capabilities, on or around March 18, 2015, Cajun demonstrated the ERIS' abilities to Besco during tests conducted at Sea Ropes, LLC's facility. The ERIS performed successfully at the test until the test operator overloaded the test set up and damaged the ERIS.

33. Between September 2014 and March 2015, Cajun invested approximately 1,500 hours of engineering time and \$60,000 to prototype and test their solution. As a result, Cajun was able to create a tool that others in the field had tried to accomplish over many years but failed. Cajun called this new tool the ERIS. Shane and Heath, the inventors of the ERIS, filed U.S. Provisional Patent Application No. 62/136,978 on March 23, 2015 covering the ERIS.

34. Shortly after the successful demonstration of the ERIS, Mr. Lovell informed Cajun that Esco Benton III, the Vice President of Besco, wished to patent the ERIS. Cajun responded by informing Mr. Lovell that the ERIS was solely Cajun's invention and that Cajun had already sought patent protection. Thus, at least as early as late March 2015, Mr. Lovell and Besco were aware that the ERIS was Cajun's confidential and proprietary trade secret information. Moreover, Mr. Lovell did not respond with any contention that he had come up with the ERIS or that the tool would be bought outright by Besco.

35. At Besco's request, Cajun conducted another demonstration of the ERIS at Sea Ropes' facility on April 7, 2015. Satisfied with yet another successful demonstration of the ERIS,

Mr. Esco called the ERIS a “game changer” and then left to prepare for a meeting in Houston with Anadarko. Once he returned from Houston, Mr. Esco called for a meeting with Cajun to discuss the ERIS. On or about April 15, 2015, Heath, Shane, Mr. Lovell, and Mr. Esco met at Besco’s office. During this meeting, Mr. Esco inquired about purchasing the tool outright from Cajun. Cajun reiterated that the tool was Cajun’s patent pending invention and that it was not contemplating selling the invention, but that it was interested in renting and/or licensing the tool. Thus, at least as early as April 2015, Mr. Esco was personally aware that the ERIS was Cajun’s confidential and proprietary trade secret information. At no point did Mr. Lovell or Mr. Benton contend Mr. Lovell had come up with the ERIS or any concept related to it.

36. Besco expressed interest in exclusively licensing the ERIS. On April 22, 2015, Shane and Heath, through T2 Tools, presented Besco with a non-binding term sheet for discussion. In the transmittal email communicating the terms sheet, Shane stated: “T2 tools is a company that we have created to handle all of our new tool designs. Heath and I are the sole owners of this company.”

37. Mr. Benton never responded to the proposal. Rather, after landing a project with Anadarko that required the use of the ERIS, he had Mr. Lovell inform Cajun that he wanted to rent the tool. No one at Cajun ever discussed rental terms with Mr. Benton, and in fact no one at Cajun spoke to him again until a meeting in January 2016, other than sending two emails to him in December 2015 that prompted the January 2016 meeting discussed below.

38. On May 22, 2015, Besco filed U.S. Pat. App. 14/720,120, a non-provisional application directed to the BATTs that claims priority to its earlier provisional patent application. Despite Besco (1) later contending that it is the true inventor of the ERIS, (2) having every incentive to amend its provisional to disclose its invention, and (3) amending its provisional

application to add substantial amounts of other additional disclosure, the non-provisional application contains no disclosure of Besco's purported invention of the ERIS. Besco's non-provisional application issued on November 14, 2017 as U.S. Pat. No. 9,816,333, a copy of which is attached hereto as Exhibit B.

B. Besco Begins Renting the ERIS Pursuant to Cajun's Rental Agreement.

39. Cajun began renting the ERIS to Besco on May 7, 2015 pursuant to the Equipment Rental/Services Agreement General Terms and Conditions ("Rental Agreement") listed on Cajun's website. A copy of the Rental Agreement is included within Exhibit C referenced below.

40. Moreover, the Rental Agreement was accepted each time Besco received any rental equipment and controlled and governed all rentals of the ERIS. Further, the Rental Agreement superseded any prior discussions and agreements between Cajun and Besco, any inconsistent terms submitted by Besco and any conflicting provisions of any contract, work order, purchase order or other similar document issued by Besco at any time:

These Terms take precedence over any alternative terms in any other document connected with the Equipment and/or Services unless such alternative terms are part of a written master rental, service or other similar agreement which has been negotiated between Customer and Company and which Customer and Company have expressly agreed in writing overrides these Terms in the event of conflict. Except as provided in the immediately preceding sentence, the Terms constitute the sole and entire agreement governing the rental of Equipment or provision of Services by Company to Customer and supersede (a) all prior discussions and agreements between Customer and Company, (b) other inconsistent terms submitted by Customer and (c) any conflicting provisions of any contract, work order, purchase order or other similar document issued by Customer at any time. Customer shall be deemed to have accepted these Terms when Customer receives any Equipment and/or Services without previously providing to Company written notice of rejection of the Terms.

(Rental Agreement, ¶ 2.1.)

41. By accepting the Rental Agreement, Besco agreed that rental charges for the ERIS would be charged, barring loss or damage, from the time the ERIS was delivered to Besco's

receiving authority until the ERIS was returned to the original rental point and accepted by Cajun. Further, Besco agreed that all invoices from Cajun would be paid within 30 days of the invoice date and that amounts not paid within such time would be subject to interest charged at the rate of 1.5% per month. Finally, Besco agreed to pay all of Cajun's costs, including attorneys' fees and expenses, incurred in connection with the collection of past due amounts:

Unless stated otherwise in Company's written quotation for the rental of the Equipment, rental charges will commence when the Equipment is delivered to Customer's receiving authority and will terminate when (a) the Equipment is returned to the original rental point and accepted by Company in accordance with these Terms, (b) Company is notified by Customer that the Equipment has been lost or damaged beyond repair, or (c) with respect to Equipment that is not returned, Company is notified by Customer that such Equipment is lost and will not be returned.

...

Invoices shall be due and payable within 30 days of the invoice date. Invoices not paid within 30 days of the invoice date shall be subject to interest charged at the rate of 1.5% per month. All invoices will be payable in US Dollars. Customer will pay all of Company's costs, including attorneys' fees and expenses, incurred in connection with the collection of past due amounts from Customer.

(Rental Agreement, ¶¶ 3.1, 3.2.)

42. By accepting the Rental Agreement, Besco additionally agreed not to alter, modify, disassemble, reverse engineer, or analyze the ERIS, and further agreed to assign any and all improvements and/or modifications made to the ERIS to Cajun:

Customer shall not make any alteration to or modification of the Equipment, and shall not alter, deface, cover up or conceal any numbering, lettering, insignia or labels displayed on the Equipment. Customer shall not disassemble, reverse engineer or analyze, nor have any other third-party disassemble, reverse engineer or analyze, any Equipment that may be furnished to or provided by Company under this Agreement, except as specifically allowed under the terms and conditions of this Agreement. Company shall retain all right, title and interest to all improvements and modifications made to the Equipment, whether made by Company or Customer. To ensure that ownership of the Equipment remains with Company, Customer hereby assigns all right title and interest in all information conceived of and/or reduced to practice that in any way relates to the Equipment.

(Rental Agreement, ¶¶ 3.9.)

43. Additionally, each ERIS tool rented to Besco had the words “Patent Pending” physically engraved into the side of the ERIS tool. Additionally, the operation manual for the ERIS provided to Besco on February 5, 2016 and April 5, 2016 explicitly states that the tool is “Patent Pending.” Each manual states that “This document contains confidential information” and “No use or disclosure is to be made without prior written permission.” Thus, Besco was repeatedly reminded of the fact that Cajun continued to treat the ERIS as its confidential and proprietary trade secret information.

44. Besco was indisputably aware of these terms no later than July 20, 2015 when it received a quote from Cajun expressly stating that rentals were pursuant to the Rental Agreement, and providing the online location of the same. Besco rented the ERIS every day between May 7 and August 31, was invoiced for each of these days as set forth in the Rental Agreement, and paid Cajun the amount listed on the invoices—despite not being able to charge Anadarko for every day listed on the invoices. In one instance regarding an invoice for June 2015 rentals of the ERIS, Besco asked for a concession because it could not charge Anadarko for certain days. Cajun informed Besco that its policy under the Rental Agreement was to charge for every day the tool was out from Cajun’s facility. Mr. Lovell and Heath Triche later discussed the issue and Besco paid for every day listed on the invoices. At no point between May and August 2015 did Besco make mention of any verbal rental agreement that it would only pay Cajun the amounts it could bill Anadarko.

C. Besco Begins Making Partial, Infrequent Payments of Cajun’s Invoices.

45. Cajun sent Besco—this time directly to Mr. Lovell by email—another quote for rentals in September that also directed Besco to its Rental Agreement. Cajun invoiced Besco for

12 days of rentals in September and Besco sought concessions again because it was not able to bill Anadarko for any of the 12 days. Cajun granted a concession of 6 days.

46. Cajun sent Besco—again directly to Mr. Lovell by email—another quote for rentals in October. This time, Cajun attached the Rental Agreement to the quote. When Cajun invoiced Besco for all 26 days it rented the ERIS in October, Besco again sought concessions, and Cajun wrote off rentals for all but 6 days. At no point between September and October 2015 did Besco make mention of any verbal rental agreement that it would only pay Cajun the amounts it could bill Anadarko. Rather, it requested concessions from the invoices that were in line with the terms of the Rental Agreement. Moreover, Cajun began to realize from Besco's conduct that Besco wanted to have the ERIS in its possession at all times and tell Cajun when it was using the ERIS and how much it would pay for it. Cajun sent correspondence directly to Mr. Benton and Mr. Lovell at the end of December 2015 providing Cajun's rental policy, directing them to the Rental Agreement, and referencing the concessions that had been granted.

47. Shortly after this email was sent, the Triche brothers and Mr. Lovell had a meeting where Cajun agreed to continue to grant concessions if Besco would provide rig reports showing use of the ERIS, i.e. verifiable evidence of when the ERIS was being used. Besco never sent a single rig report, and the parties met to discuss the issue in mid-January 2016. During the meeting, Besco took the position that it wanted to only pay Cajun for days it could bill its customer. Cajun responded that such a framework had already proven unworkable and that its Rental Agreement controlled unless the parties came up with another solution. Besco committed to providing a solution.

48. After receiving no proposal of a solution by January 25, 2016, Cajun sent its own proposal for an annual rental agreement where Besco would pay a monthly fee and could use the

tool for as many days as it liked. A day later, Besco paid Cajun's invoices for rentals for November and December 2015, unilaterally deciding to only pay the portion it could bill Anadarko for despite never keeping up with its end of the bargain. Moreover, Besco never responded to Cajun's proposal.

49. After receiving no response to any of its requests, and due to Besco's continued late and deficient payments, Cajun sent Besco correspondence on February 12, 2016 informing Besco that Cajun would no longer make pricing concessions and that going forward, all invoices would be due in full and within the timelines set forth in the Rental Agreement.

50. On February 17, 2016, Cajun sent a quote for ERIS rentals directly to Mr. Benton and Mr. Lovell that expressly called out the inclusion of the Rental Agreement and contained a signature line for Besco's employee to sign before he would be provided the ERIS. The next day, Besco sent an employee that was expressly authorized to sign the document to Cajun's shop. Heath Triche pointed out the Rental Agreement on the back of the quote to the Besco employee and the Besco employee signed the quote made pursuant to the attached Rental Agreement. Besco employees proceeded to sign quotes and delivery tickets containing the rental agreement six more times before Besco ceased renting the ERIS from Cajun.

51. After Cajun's February 2016 demand for payments in accordance with the Rental Agreement, Besco continued its past conduct, paying only the portions of Cajun's invoices that it unilaterally deemed appropriate. These continued breaches of the Rental Agreement were despite Cajun again making Besco aware of the conditions of the agreement in writing on April 15, 2016 and July 20, 2016. Besco began renting lesser quantities of the ERIS tool until finally ceasing rentals altogether in July 2016.

D. Cajun Discovers Defendants' Knowing and Willful Misappropriation of the ERIS.

52. Contemporaneous with its increasingly deficient payments, Besco began to exhibit other suspicious conduct. For example, on or about February 27, 2016, a Besco employee informed Cajun that one of the ERIS tools that was being rented had come back in from offshore and was at Besco's shop, in breach of the Rental Agreement, which required that all rented tools be delivered back to Cajun once returned from offshore. Cajun immediately contacted Mr. Lovell. Mr. Lovell stated that the employee was misinformed and that the ERIS tool in question was still offshore. Minutes after the call to Mr. Lovell, the Besco employee received a phone call while still at Cajun's facility and could be overheard stating that he did not know he was not supposed to say anything about the rollers being at Besco's shop.

53. Shortly thereafter, on or around April 15, 2016, Cajun was informed by an inspector hired by Anadarko, that some of the ERIS tools Cajun had rented to Besco were in Besco's shop despite the fact that the tool was supposed to be offshore. The inspector showed Cajun photos of the tool broken down in Besco's shop. An inspector hired by Besco confirmed that the ERIS tool was at Besco's shop. Cajun immediately contacted Mr. Lovell again, not mentioning that it had been shown photos of the ERIS tool broken down at Besco's shop. Mr. Lovell denied that the ERIS tool was at Besco's shop, stating that it was offshore.

54. Besco ceased renting the ERIS tool from Cajun in July 2016. Besco continued making partial payments on invoices until August 5, 2016, at which time Besco ceased paying any outstanding invoices as well.

55. On or about July 20, 2016, an employee of Besco informed Cajun that at the same time Cajun was attempting to find a workable solution with Besco in January and February 2016, Mr. Benton had found its own solution—knock-off the ERIS and cease renting the tool from Cajun once it no longer needed them. Cajun later learned that when Mr. Benton sent Mr. Lovell to find

a machine shop to reverse engineer the ERIS, Mr. Lovell contacted Elite. When he attempted to convey the concept of the ERIS to Elite without the use of the ERIS or the ERIS drawings Cajun had provided Besco, Mr. Lovell was not able to convey the concept well enough for Elite to understand what he wanted built. Mr. Lovell came back and provided Elite with Cajun's drawings and an ERIS insert that had the words "patent pending" engraved on it. When Elite expressed concern about the "patent pending" inscription, Mr. Lovell told Elite that the patent belonged to Besco—despite never seeking any patent protection for the ERIS. Using Cajun's ERIS and drawings as a guide, Elite then proceeded to develop 10 sets of knock-off ERIS tools ("the Accused Products") for Besco between March 2 and July 27, 2016. During this time, Besco also completely disassembled the ERIS tools it was renting from Cajun to gain an understanding of how Cajun's rollers operated. The trade secrets contained in the ERIS were only obtainable by disassembling and analyzing the ERIS in violation of Cajun's Rental Agreement. Besco did exactly that to create its Accused Products. The Besco employee further informed Cajun that Besco was operating these Accused Products on several of Anadarko's wells in the Gulf of Mexico.

56. On or about August 30, 2016, Cajun received information from a third-party also working on the same Anadarko wells that corroborated what the Besco employee had told Cajun. Specifically, the third-party informed Cajun that it had been present for a well on paper presentation to Anadarko where Besco was presenting the system they would be providing for Anadarko's well. Included within that system were the Accused Products that Besco had manufactured by Elite.

E. Besco Refuses to Pay Cajun's Outstanding Invoices.

57. On October 17, 2016, Cajun sent correspondence to Besco regarding Besco's substantial outstanding balance and requesting that Besco inform Cajun of its intentions regarding payment.

58. Besco informed Cajun that it “has every intention on paying the monies we were able to bill for, as per the agreement you made with [Mr. Lovell] at the beginning of the year.” Despite repeatedly agreeing to the Rental Agreement and having several discussions regarding Besco’s breaches of that agreement, this was the first time that Besco contended that such a verbal agreement existed, and apparently somehow superseded the written agreement the parties agreed to on at least ten separate occasions and discussed countless other times.

59. Besco has since refused to pay any amount of the outstanding invoices, instead contending that it has overpaid Cajun. Adding insult to injury, over \$550,000 of the outstanding invoices owed to Cajun are for Besco’s rental of the ERIS between March 1 and July 5, 2016—the time period during which Besco was primarily using the ERIS for the purpose of creating its own inventory of Accused Products.

F. The Previous Cajun v. Besco Litigation.

60. As a result of Besco’s actions described above, Cajun filed a lawsuit against Besco in this District on January 20, 2017. *See Cajun Services Unlimited, LLC dba Spoked Manufacturing v. Benton Energy Service Company dba Besco Tubular*, Civil Action No. 2:17-cv-00491 (hereinafter, the “First Litigation”). In the First Litigation, Cajun asserted against Besco causes of action for violations of the federal Defend Trade Secrets Act (“DTSA”), Louisiana Unfair Trade Practices and Consumer Protection Law (“LUTPA”), and Louisiana Uniform Trade Secrets Act (“LUTSA”), as well as fraud and breach of contract under Louisiana common law. Cajun also sought declaratory and injunctive relief against Besco.

61. Trial was set for December 4, 2017 in front of the Honorable Judge Zainey. Despite the purported issue being apparent from Cajun’s pleadings, Besco waited until less than 2 months before trial to contend that Cajun did not have standing to pursue its DTSA claim at the time of

filing suit. Cajun did and does dispute the merits of the issue. Nonetheless, trial was continued to March 5, 2018, and then again to May 29, 2018, to allow the Court to determine the issue.

62. The standing issue remained pending as of May 9, 2018. On the same date, Cajun was informed by the United States Patent and Trademark Office that its patent would soon issue. Moreover, during the course of litigation, (1) Cajun informed Besco that it would file suit for infringement of its patent upon issuance if Besco did not cease its infringing activities and (2) Besco informed Cajun it would appeal on standing grounds if the Court denied its motion on the same issue. In an effort to avoid two or even three trials involving the same dispute, in the interest of conservation of the Court's and the parties' resources, Cajun filed a notice of non-opposition to Besco's motion seeking dismissal of Cajun's DTSA claim for lack of standing on May 11, 2018.

63. The Court subsequently dismissed Cajun's DTSA claim in the First Litigation for lack of standing without prejudice, retained supplemental jurisdiction pursuant to 28 U.S.C. §1367(c) over Cajun's state law claims, and administratively closed the First Litigation. Thus, Cajun's state law claims asserted in the First Litigation are still pending.

64. Besco continued to provide services using the Accused Products throughout the course of the First Litigation, continuing its violations of the DTSA, LUTPA, and LUTSA, as well as in further breach of the Rental Agreement. Further, on June 4, 2018, Besco filed suit in this District (the "Besco Suit") against Cajun seeking a declaratory judgment of non-infringement, invalidity, and unenforceability of Cajun's yet-to-issue patent in an apparent attempt to usurp Cajun's role as plaintiff in the inevitable patent dispute between the parties. Because Cajun's patent had not yet issued at the time of Besco's filing, the Court lacked federal subject matter jurisdiction over the dispute at the time of filing, and Besco's suit therefore suffers from an

incurable lack of standing. However, Besco's allegations that an actual and justiciable controversy exists evidence that Besco's provision of services using the Accused Products continues today.

G. Cajun is Granted a Patent Covering the ERIS.

65. As stated above, Shane and Heath filed U.S. Provisional Patent Application No. 62/136,978 ("the '978 Application") on March 23, 2015, which discloses the ERIS. Shane and Heath subsequently filed U.S. Provisional Patent Application No. 62/292,988 ("the '988 Application") on February 9, 2016 covering additional embodiments of and improvements to the ERIS.

66. On March 22, 2016, in preparation to file an international patent application claiming priority to the '978 and '988 Applications, Shane and Heath assigned all of their right, title, and interest in and to the ERIS and any related intellectual property, including the '978 and '988 Applications, to T2 Tools.

67. T2 Tools filed U.S. International Patent Application No. PCT/US16/23686 ("the PCT Application") on March 23, 2016, claiming priority to the '978 and '988 Applications.

68. On September 29, 2016, the PCT Application published as International Patent Publication No. WO2016/154253, a true and correct copy of which is attached hereto as Exhibit D. The publication of the '253 Publication was the first non-confidential disclosure of the ERIS. Prior to such publication, Cajun made efforts that are reasonable under the circumstances to maintain the secrecy of the ERIS, and the ERIS was not generally known to and not readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. All information disclosed in the '253 Publication was at all times until such publication treated as Cajun's proprietary and confidential trade secret information. Further, information regarding the ERIS not contained in the '253 Publication, e.g. information related to further

development, additional embodiments, manufacturing, etc., continues to be treated as Cajun's proprietary and confidential trade secret information.

69. On July 25, 2017, in preparation to file a U.S. patent application claiming priority to the PCT Application, T2 Tools assigned all of its right, title, and interest in and to the ERIS and any related intellectual property, including the '978, '988, and PCT Applications, to Cajun.

70. Cajun filed U.S. Patent Application No. 15/679,696 ("the '696 Application") on August 17, 2017, claiming priority to the '978, '988, and PCT Applications. The '696 Application, titled "Elevator Roller Insert System," duly and legally issued on June 5, 2018 as U.S. Patent No. 9,988,862 ("the '862 Patent"). A copy of the '862 Patent is attached hereto as Exhibit E. The Abstract of the '862 Patent provides:

A device, system, and/or method for reducing friction required to rotate a tubular within an elevator during the process of running tubulars in an oil and gas well are provided. An elevator roller insert may be used in conjunction with an elevator, such as a single joint elevator. Such an insert may comprise upper and lower rollers which are positioned on upper and lower roller sets or a combination roller set containing multiple upper and/or lower rollers. The result is the provision of a plurality of rollers which bear the weight of a tubular yet still allow the tubular to rotate rather freely, facilitating the maintenance of proper thread integrity of the connections while making up a stand to a string of tubulars as well as preventing the loss of resources due to galled or crushed threads or a tubing segment or stand falling to the rig floor.

71. Without limitation as to the claims to be asserted in this action, and for exemplary purposes only, Independent Claim 9 of the '862 Patent states:

9. An elevator roller insert, comprising:
an insert having an interior surface and an exterior surface, wherein the interior surface forms an aperture with a central axis, and wherein the exterior surface of the insert is configured to selectively interconnect to an interior surface of an elevator;
a plurality of first rollers disposed on the interior surface of the insert and positioned about the central axis, wherein the plurality of first rollers forms an inner diameter, and the rollers in the plurality of first rollers are freely rotatable;
a plurality of second rollers disposed on the interior surface of the insert and positioned about the central axis, wherein the plurality of second rollers forms an

inner diameter, and the rollers in the plurality of second rollers are freely rotatable; and

wherein the pluralities of first and second rollers are configured to contact a body of a tubular positioned in the aperture to define a clearance space between an outer surface of the tubular and the interior surface of the insert, and the pluralities of first and second rollers facilitate free rotation of the tubular relative to the elevator while supporting the weight of the tubular.

72. Figure 6A of the '862 Patent shows a section view of a segment of tubing having a square shoulder upset within the elevator roller insert of one embodiment of the invention:

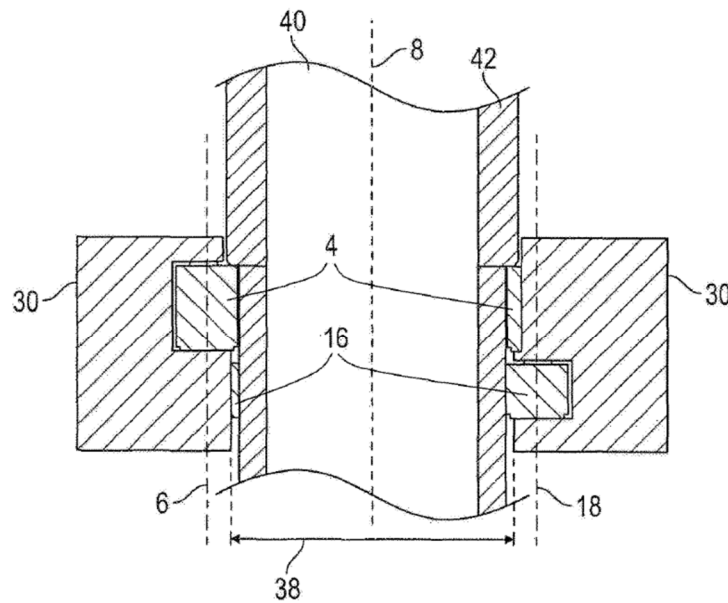


FIG. 6A

73. Cajun's ERIS embodies the invention claimed in the '862 Patent.

H. Besco's Willful Infringement of the '862 Patent.

74. As described above, Besco had Cajun's ERIS reverse engineered to create the Accused Products. Unsurprisingly and as shown in the photos below, the Accused Products are substantially identical to the ERIS. The ERIS is pictured using beveled upper rollers in the upper left photo and square upper rollers in the bottom left photo. The Accused Products pictured using beveled upper rollers in the upper left photo and square upper rollers in the bottom left photo. The photos of the Accused Products below are the only non-confidential photos of the Accused

Products in Cajun’s possession. Photographs of the Accused Products produced pursuant to the Protective Order in the First Litigation—which will be obtained in discovery in the immediate case—more clearly reveal the substantially identical nature of the ERIS and the Accused Products.

ERIS



Accused Products



75. The Accused Products are elevator roller inserts, the interior surface of which form an aperture about a central axis, the exterior surface of which interconnect to the interior surface of a pipe elevator. The Accused Products have a plurality of first and second rollers, e.g. upper and lower rollers, that are disposed about the interior surface of the inserts and are each freely rotatable. The inserts are designed such that when the arms of an elevator to which they are interconnected are closed around a tubular, the rollers contact the outer surface of the tubular such that space exists between the tubular and the interior surface of the insert to facilitate free rotation of the tubular relative to the elevator while supporting the weight of the tubular. Thus, the Accused

Products practice the limitations of Claim 9 of the '862 Patent. Further, when using the Accused Products, Besco creates the system of Claim 1 of the '862 Patent and performs the method of Claim 19 of the '862 Patent.

76. Besco further induces and contributes to its customers' infringement of the '862 Patent. Despite knowing that the use of Accused Products necessarily infringe the systems and methods of the '862 Patent, Besco has induced its customers' direct infringement of the '862 Patent since at least June 5, 2018 by actively instructing, assisting, and/or encouraging such customers to use the Accused Products. Additionally, Besco contributes to its customers' direct infringement by knowingly directing those customers to install the Accused Products, knowing the Accused Products are especially made and adapted to cause infringement of the '862 Patent, and knowing that the Accused Products are not staple articles or commodities of commerce suitable for substantial non-infringing use.

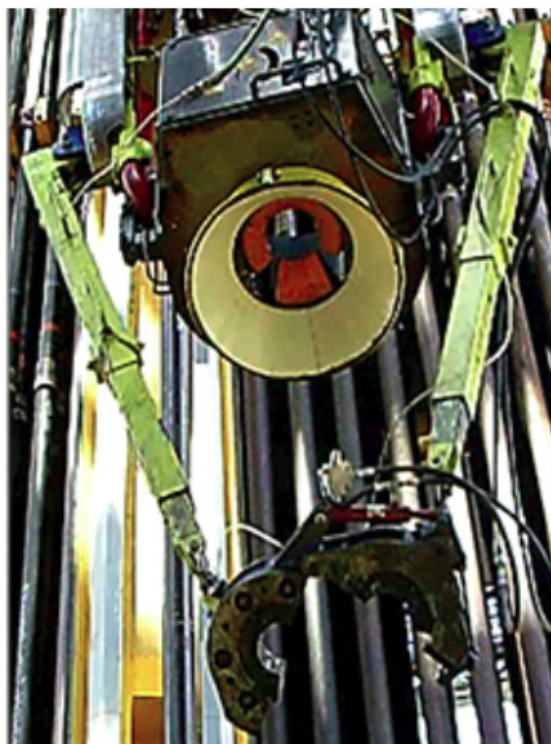
77. Besco has undeniably been aware of Cajun's patent since the day it issued. Besco has also been aware of the various patent applications to which the '862 Patent claims priority throughout the parties' relationship. As alleged above, Besco was made aware of the '978 Application in late March 2015 when Shane and Heath informed Mr. Lovell that the ERIS was their invention and had already filed a patent application covering the same in response to Mr. Lovell's statement that Mr. Benton wanted to patent the ERIS. Besco was again made aware of the patent pending status of the ERIS on April 22, 2015 when Cajun provided Besco with an exclusive license proposal on behalf of T2 Tools. Besco was also repeatedly reminded of the patent pending status of the ERIS each time it rented the tool, as each ERIS tool had the words "Patent Pending" engraved on it, and the vast majority had the '978 Application number engraved on them as well. Additionally, the PCT Application was disclosed in and attached to the Complaint

in the First Litigation. Moreover, the '696 Application was produced to Besco in the First Litigation four days after it was filed. Finally, Besco was also undeniably monitoring the prosecution of the '696 Application, as it filed the Besco Suit the day before the '862 Patent issued in a failed attempt to win a race to the courthouse.

78. Thus, Besco has had actual notice of the '862 Patent since before it issued. Despite this notice and an objectively high likelihood that Besco's actions constituted infringement of the devices, systems, and methods claimed in the '862 Patent, Besco has continued to make, use, offer for sell, and sell the Accused Product. Moreover, this high likelihood was either known or so obvious that it should have been known to Besco. Thus, Besco's infringement has been willful since June 5, 2018.

79. Besco continues to make, use, sell, and offer to sell the Accused Products. This is not only evidenced by Besco's allegations in the Besco Suit, but by offering the Accused Products as part of its BATS. Besco's product page on its website offers for sale its BATS system, and

shows the BATS system utilizing the Accused Product and Besco's making and using the claimed system and method of the '862 Patent:



<http://www.bescotubular.com/products.php> (as of June 5, 2018).

CAUSES OF ACTION
FIRST CAUSE OF ACTION
(Infringement of the '862 Patent—on behalf of Cajun)

80. Plaintiffs reallege and incorporate by reference paragraphs 1 through 79 of this Complaint as if set forth herein.

81. Besco's activities in making, using, selling and/or offering to sell in the United States and the Outer Continental Shelf, and/or importing into the United States the Accused Products constitutes direct infringement of the '862 Patent, in violation of 35 U.S.C. § 271(a).

82. Besco has knowingly induced its customers' direct infringement of the '862 Patent since at least June 5, 2018 by actively instructing, assisting, and/or encouraging them to use the

Accused Products the make and use the systems and methods of the '862 Patent in violation of 35 U.S.C. § 271(b).

83. Besco has knowingly contributed to the direct infringement of the '862 Patent since at least June 5, 2018 by its customers by directing those customers to install the Accused Products, knowing the Accused Products are especially made and adapted to cause infringement of the '862 Patent, and knowing that the Accused Products are not staple articles or commodities of commerce suitable for substantial non-infringing use, in violation of 35 U.S.C. § 271(c).

84. Besco's infringement of the '862 Patent has caused damage to Cajun in an amount to be ascertained at trial.

85. Besco had actual knowledge of the '862 Patent and its infringement of the '862 Patent since at least June 5, 2018 and did not discontinue its infringing conduct. Thus, Besco's infringement is willful and in wanton disregard of Cajun's patent rights. Cajun is thus entitled to a determination that this is an exceptional case, further entitling Cajun to an award of treble damages and its attorney's fees pursuant to 35 U.S.C. § 284 and 285.

86. Besco's infringement of the '862 Patent has caused and will continue to cause irreparable injury to Cajun, to which there exists no adequate remedy at law. Besco's infringement of the '862 Patent will continue unless preliminarily and permanently enjoined by this Court pursuant to 35 U.S.C. § 283.

SECOND CAUSE OF ACTION
(Violation of Defend Trade Secrets Act, 18 U.S.C. § 1831, *et seq.*—on behalf of all Plaintiffs)

87. Plaintiffs reallege and incorporate by reference paragraphs 1 through 86 of this Complaint as if set forth herein.

88. Shane and Heath owned the trade secrets at issue from their inception until March 22, 2016. T2 Tools owned the trade secrets at issue from March 22, 2016 until July 27, 2017.

Cajun has owned the trade secrets at issue since July 27, 2017, and was at all times prior the implied licensee of T2 Tools and/or Shane and Heath. Cajun is the current owner of all claims regarding past infringement and misappropriation of the intellectual property relating to the ERIS. However, in anticipation of Besco's contention to the contrary, Plaintiffs plead this cause of action for misappropriation under the DTSA in the alternative as to all Plaintiffs.

89. The actions of Besco, as set forth herein, constitute misappropriation under the Defend Trade Secrets Act, 18 U.S.C. § 1831, *et seq.*

90. In the course of its business, Plaintiffs create and maintain a great deal of highly confidential and proprietary information, including the confidential and proprietary information identified and described above.

91. Plaintiffs possessed confidential and proprietary information, including business, scientific, engineering, and technical information such as designs, methods, techniques, processes, procedures, prototypes, tools, and schematics, which constitute trade secrets.

92. Such information is used in connection with Plaintiffs' products and services, which are offered across the country and throughout the world.

93. Plaintiffs' confidential and proprietary information is not readily ascertainable through proper means by persons not employed by, and under a confidentiality obligation to, Plaintiffs.

94. Plaintiffs took reasonable measures to maintain the secrecy and confidentiality of such information, including by sharing such information on only a confidential basis, requiring contracts that prohibited, among other things, unauthorized access, uses, disclosure, and reverse engineering. Such information cannot be properly acquired or duplicated because of the limited

number of individuals who can access the information, and the contractual limitations imposed on such individuals.

95. Plaintiffs' confidential and proprietary information is of great value to Plaintiffs, and this confidential and proprietary information would give any competitor who improperly acquired it an unfair competitive advantage.

96. Such information relates to an oil and gas well tool conceived of and developed solely by Shane and Heath that is not available through any other channel, and thus the information derives independent economic value from not being generally known to, and not being readily ascertainable through proper means by others. This information is crucial to the operation of Plaintiffs' business, and, if available to others, would (and has) enable them to compete with Plaintiffs to Plaintiffs' detriment.

97. Besco knowingly and improperly obtained, used, and disclosed such trade secrets and confidential information in violation of its own duties. Besco continues to do so by manufacturing, servicing, offering, and operating the ERIS tool as its own, reaping significant revenues for itself.

98. Besco was aware that it had a duty to maintain confidentiality and not to use for its own purposes the information that it received from Plaintiffs.

99. As such, Besco used improper means to acquire knowledge of Plaintiffs' confidential and proprietary trade secret information.

100. Besco's misappropriation of Plaintiffs' confidential and proprietary information was willful and malicious. Plaintiffs are therefore entitled to an award of exemplary damages and attorney's fees pursuant to 18 U.S.C. § 1836(b)(3)(C) and (D).

101. As a direct and proximate result of Besco's wrongful conduct, Plaintiffs' have been substantially and irreparably harmed in an amount not readily capable of determination. Unless restrained by this Court, Besco will cause further irreparable injury to Plaintiffs.

102. Plaintiffs have no adequate remedy at law. If Besco is permitted to continue the unauthorized retention of Plaintiffs' confidential and proprietary information, Plaintiffs will suffer irreparable harm, inter alia, because Plaintiffs will be deprived of their trade secrets and the competitive advantage they derives therefrom and because Besco will continue to enjoy a commercial advantage by virtue of its acts of misappropriation.

103. Plaintiffs are entitled to injunctive relief pursuant to 18 U.S.C. § 1836(b)(3)(A)(i) enjoining Besco, its agents and employees, and all persons acting in concert or participation with them, from engaging in any further use of Plaintiffs' proprietary and confidential information.

104. As a result of Besco's actions, Plaintiffs have suffered direct and consequential damages, and are entitled to recover compensatory damages, including opportunity costs and enhanced damages in an amount to be proven at trial.

THIRD CAUSE OF ACTION

**(Violation of Louisiana Uniform Trade Secrets Act, La. Rev. Stat. Ann. §§ 51:1431, et seq.
—on behalf of all Plaintiffs)**

105. Plaintiffs reallege and incorporate by reference paragraphs 1 through 76 of this Complaint as if set forth herein.

106. Shane and Heath owned the trade secrets at issue from their inception until March 22, 2016. T2 Tools owned the trade secrets at issue from March 22, 2016 until July 27, 2017. Cajun has owned the trade secrets at issue since July 27, 2017, and was at all times prior the implied licensee of T2 Tools and/or Shane and Heath. Cajun is the current owner of all claims regarding past infringement and misappropriation of the intellectual property relating to the ERIS. However,

in anticipation of Besco's contention to the contrary, Plaintiffs plead this cause of action for misappropriation under the LUTSA in the alternative as to all Plaintiffs.

107. The actions of Besco, as set forth herein, constitute misappropriation under the Louisiana Uniform Trade Secrets Act, La. Rev. Stat. Ann. §§ 51:1431, *et seq.*

108. In the course of its business, Plaintiffs create and maintain a great deal of highly confidential and proprietary information, including the confidential and proprietary information identified and described above.

109. Plaintiffs possessed confidential and proprietary information, including business, scientific, engineering, and technical information such as designs, methods, techniques, processes, procedures, prototypes, tools, and schematics, which constitute trade secrets.

110. Such information is used in connection with Plaintiffs' products and services, which are offered across the country and throughout the world.

111. Plaintiffs' confidential and proprietary information is not readily ascertainable through proper means by persons not employed by, and under a confidentiality obligation to, Plaintiffs.

112. Plaintiffs took reasonable measures to maintain the secrecy and confidentiality of such information, including by sharing such information on only a confidential basis, requiring contracts that prohibited, among other things, unauthorized access, uses, disclosure, and reverse engineering. Such information cannot be properly acquired or duplicated because of the limited number of individuals who can access the information, and the contractual limitations imposed on such individuals.

113. Plaintiffs' confidential and proprietary information is of great value to Plaintiffs, and this confidential and proprietary information would give any competitor who improperly acquired it an unfair competitive advantage.

114. Such information relates to an oil and gas well tool conceived of and developed solely by Shane and Heath that is not available through any other channel, and thus the information derives independent economic value from not being generally known to, and not being readily ascertainable through proper means by others. This information is crucial to the operation of Plaintiffs' business, and, if available to others, would (and has) enable them to compete with Plaintiffs to Plaintiffs' detriment.

115. Besco knowingly and improperly obtained, used, and disclosed such trade secrets and confidential information in violation of its own duties. Besco continues to do so by manufacturing, servicing, offering, and operating the ERIS tool as its own, reaping significant revenues for itself.

116. Besco was aware that it had a duty to maintain confidentiality and not to use for its own purpose the information that it received from Plaintiffs.

117. As such, Besco used improper means to acquire knowledge of Plaintiffs' confidential and proprietary trade secret information.

118. The above-described acts committed by Besco constitutes misappropriation, as defined in La. Rev. Stat. §51:1431(2), of Plaintiffs' confidential and proprietary information, which comprises trade secrets pursuant to La. Rev. Stat. §51:1431(4), without Plaintiffs' consent and in violation of the Louisiana Trade Secrets Act, La. Rev. Stat. §51:1431 *et seq.*

119. Besco's misappropriation of Plaintiffs' confidential and proprietary information was willful and malicious. Plaintiffs are therefore entitled to an award of attorneys' fees pursuant to Louisiana Trade Secrets Act, La. Rev. Stat. §51:1434.

120. As a direct and proximate result of Besco's wrongful conduct, Plaintiffs have been substantially and irreparably harmed in an amount not readily capable of determination. Unless restrained by this Court, Besco will cause further irreparable injury to Plaintiffs.

121. Plaintiffs have no adequate remedy at law. If Besco is permitted to continue the unauthorized retention of Plaintiffs' confidential and proprietary information, Plaintiffs will suffer irreparable harm, inter alia, because Plaintiffs will be deprived of their trade secrets and the competitive advantage they derive therefrom and because Besco will continue to enjoy a commercial advantage by virtue of its acts of misappropriation.

122. Plaintiffs are entitled to injunctive relief pursuant to La. Rev. Stat. §51:1432 enjoining Besco, its agents and employees, and all persons acting in concert or participation with them, from engaging in any further use of Plaintiffs' proprietary and confidential information.

FOURTH CAUSE OF ACTION
(Violation of Louisiana Unfair Trade Practices and Consumer Protection Law, La. Rev. Stat. Ann. §§ 51:1401, et seq.—on behalf of Cajun)

123. Plaintiffs reallege and incorporate by reference paragraphs 1 through 122 of this Complaint as if set forth herein.

124. Through the above-described actions, Besco has engaged and continues to engage in false, misleading, deceptive, and unethical conduct in engaging in unlawful competition with Cajun, including but not limited to, (1) its misappropriation of Cajun's confidential and proprietary information and trade secrets through deception and reverse engineering and resulting manufacturing, servicing, offering, and operating of the Accused Products, (2) Besco's efforts to

further their misappropriation through the commission of fraudulent acts to induce Cajun to continue renting the ERIS to Besco while Besco completed its misappropriation, (3) continuing to reap the entirety of the benefits of Cajun's intellectual property by offering the ERIS as its own.

125. The conduct of Besco described above constitutes unfair trade practices pursuant to Louisiana's Unfair Trade Practices and Consumer Protection Law. La. Rev. Stat. § 51:1401 *et seq.*

126. All of the aforementioned actions were done to benefit Besco and harm Cajun.

127. As a direct and foreseeable result of the unfair trade practices committed by Besco, Cajun suffered irreparable harm, injuries, and damages, and will continue to suffer irreparable harm, injuries, and damages, including loss of relevant market share, and injury to business reputation and goodwill pursuant to Louisiana's Unfair Trade Practices Act. La. Rev. Stat. § 51:1401 *et seq.*

128. Cajun is also entitled to attorney's fees and costs as a result of Besco's deceptive and unethical conduct pursuant to La. Rev. Stat. § 51:1409(A).

FIFTH CAUSE OF ACTION
(Breach of Contract in Bad Faith—on behalf of Cajun)

129. Plaintiffs reallege and incorporate by reference paragraphs 1 through 128 of this Complaint as if set forth herein.

130. The Rental Agreement between Cajun and Besco constitutes a valid and enforceable contract.

131. Pursuant to Section 3.1 of the Rental Agreement, Besco agreed that rental charges for the ERIS would be charged, barring loss or damage, from the time the ERIS was delivered to Besco's receiving authority until the ERIS was returned to the original rental point and accepted by Cajun.

132. Pursuant to Section 3.2 of the Rental Agreement, Besco agreed that all invoices from Cajun would be paid within 30 days of the invoice date and that amounts not paid within such time would be subject to interest charged at the rate of 1.5% per month. Pursuant to this Section, Besco further agreed to pay all of Cajun's costs, including attorneys' fees and expenses, incurred in connection with the collection of past due amounts.

133. Pursuant to Section 3.9 of the Rental Agreement, Besco agreed not to alter, modify, disassemble, reverse engineer, or analyze, nor have any other third-party alter, modify, disassemble, reverse engineer, or analyze, the ERIS, and further agreed to assign any and all improvements and/or modifications made to the ERIS to Cajun.

134. As described above, Besco has failed to pay for rental charges from the time the ERIS was delivered to Besco's receiving authority until the ERIS was returned to the original rental point and accepted by Cajun. Further, Besco has repeatedly failed to pay invoices within 30 days of the invoice date. Finally, Besco, on its own or through others on its behalf, altered, modified, disassembled, reverse engineered, and analyzed the ERIS in violation of the Rental Agreement.

135. Besco's breach of the Rental Agreement was and continues to be in bad faith. Accordingly, pursuant to Louisiana Civil Code art. 1997, Besco is liable for all the damages, foreseeable or not, that are a direct consequence of [its] failure to perform.

136. As a result of the conduct described herein, Cajun has been damaged in an amount to be proven at trial.

SIXTH CAUSE OF ACTION
(Fraud—on behalf of Cajun)

137. Plaintiffs reallege and incorporate by reference paragraphs 1 through 136 of this First Amended Complaint as if set forth herein.

138. Besco made false and misleading statements in violation of the laws of the United States and the State of Louisiana as set forth herein.

139. Additionally, Besco made these false and misleading statements to Cajun for the purpose of inducing Cajun to continue renting the ERIS to Besco so that Besco could disassemble and reverse engineer the ERIS for the purpose of manufacturing its own inventory of Accused Products.

140. In order to induce Cajun to continue renting the ERIS to Besco, Besco made numerous knowingly false affirmative representations and intentional omissions of material facts to Cajun, including but not limited to:

- a. Feigning interest in exclusively licensing the ERIS from Cajun in order to induce Cajun to continue to pursue a business relationship with Besco;
- b. Misrepresenting that Besco would submit weekly rig reports to Cajun to justify rental discounts in order to convince Cajun to charge Besco as little as possible while Besco completed its inventory of Accused Products;
- c. When, due to past repeated violations, Cajun demanded that Besco begin abiding by all requirements of the Rental Terms and Conditions, Besco misrepresented its renewed commitment to abiding by the agreement in order to induce Cajun to continue to rent the ERIS to Besco;
- d. Falsely claiming on two occasions that the ERIS tools Besco rented from Cajun were offshore when Besco knew the tools were at its shop for the purposes of disassembly and reverse engineering;
- e. Consistently and repeatedly agreed to the Rental Agreement Terms and Conditions by performance or signature on at least ten occasions between July 20, 2015 and

June 28, 2016, all while concealing from Cajun its contention that a nonexistent, conflicting, verbal agreement controlled.

141. The above intentional omissions of material fact and/or affirmative representations made by Besco were false or were likely to be false when made and the Besco knew or should have known these representations to be false when made with the intention that Cajun rely on them in deciding whether or not cease renting the ERIS to Besco due to Besco's repeated failures to abide by the Rental Terms and Conditions. In addition, the above affirmative misrepresentations and/or intentional omissions of material fact were made knowingly by Besco with the intent to induce Cajun to continue renting the ERIS to Besco.

142. In reasonable reliance on Besco's false affirmative representations and intentional omissions of material facts, Cajun continued renting the ERIS to Besco—enabling Besco to continue disassembling and reverse engineering the ERIS for the purpose of manufacturing its own inventory of Accused Products.

143. But for Besco's intentional misrepresentations and material omissions described herein, Cajun would never have continued renting the ERIS to Besco.

144. As a proximate cause of the foregoing, Cajun has been injured in an actual amount to be proven at trial, and should be awarded damages in accordance with the evidence, plus attorneys' fees and costs.

SEVENTH CAUSE OF ACTION
(Declaratory Judgment—on behalf of Cajun)

145. Plaintiffs reallege and incorporate by reference paragraphs 1 through 144 of this Complaint as if set forth herein.

146. Pursuant to Section 3.9 of the Rental Agreement, Besco agreed that Cajun "retains all right, title and interest to all improvements and modifications made to the [ERIS], whether

made by [Cajun] or [Besco]...[t]o ensure that ownership of the [ERIS] remains with [Cajun], [Besco] hereby assigns all right title and interest in all information conceived of and/or reduced to practice that in any way relates to the [ERIS].”

147. Pursuant to Section 3.10 of the Rental Agreement, Besco agreed that “[t]o ensure that ownership of the [ERIS], systems, and processes remains with [Cajun], [Besco] hereby assigns all right, title and interest in all information conceived of and/or reduced to practice, and any inventions, patents or patent applications resulting therefrom, that in any way relates to the [ERIS] systems, or processes.”

148. Besco’s actions and inactions have called into question, denied, and adversely affected Cajun’s ownership of all right, title and interest to all improvements and modifications made to the ERIS, specifically, the inventory of Accused Products created by Besco as a result of its intentional, willful, and malicious theft and misappropriation of Cajun’s confidential and proprietary trade secret information.

149. Pursuant to 28 U.S.C. §§ 2201 and 2202, and Rule 57 of the Federal Rules of Civil Procedure, Cajun seeks a declaratory judgment (1) declaring that Cajun is the owner of all right, title and interest to all improvements and modifications made to the ERIS, whether made by Cajun, Besco, or others on Besco’s behalf, including the Accused Products; (2) declaring that Besco hereby assigns all right title and interest in all information conceived of and/or reduced to practice that in any way relates to the ERIS, including the Accused Products; and (3) declaring that Besco hereby assigns all right, title and interest in all information conceived of and/or reduced to practice, and any inventions, patents or patent applications resulting therefrom, that in any way relates to the ERIS systems or processes.

EIGHTH CAUSE OF ACTION
(Injunctive Relief—on behalf of Cajun)

150. Plaintiffs reallege and incorporate by reference paragraphs 1 through 149 of this Complaint as if set forth herein.

151. Absent appropriate orders of this Court, Besco will continue its infringement of the '862 Patent, the violations of the federal Defend Trade Secrets Act, Louisiana Unfair Trade Practices and Consumer Protection Law, and Louisiana Uniform Trade Secrets Act, as well as its unfair competition, fraud, and breach of contract, causing continuing harm to Cajun.

152. Cajun has been damaged and is threatened with further damages by Besco's violations of the federal Defend Trade Secrets Act, Louisiana Unfair Trade Practices and Consumer Protection Law, and Louisiana Uniform Trade Secrets Act, as well as Besco's unfair competition, fraud, and breach of contract complained of herein.

153. Besco has acted, and will continue to act, in ways that adversely affect Cajun, thereby making appropriate injunctive relief.

154. Cajun will sustain irreparable harm if injunctive relief is not ordered. For example, if injunctive relief is not ordered, Besco will continue manufacturing, servicing, offering, and operating the Accused Products—which are solely the product of Cajun's resources and innovation—as their own. Such a result allows Besco, rather than Cajun, to reap the financial rewards associated with recognition as the creator of the ERIS, including not only increased revenues from sales of the ERIS, but greater industry recognition of Cajun as a provider of solutions to seemingly unsolvable industry problems. Unless enjoined by the Court, Besco will enjoy a windfall as a result of their unethical, willful, and malicious actions.

155. It is in the public interest to enjoin Besco from engaging in acts that are intended to claim ownership of property that is owned by others.

156. The balance of the equities favors granting an injunction because Cajun has been damaged by Besco's violations of the federal Defend Trade Secrets Act, Louisiana Unfair Trade Practices and Consumer Protection Law, Louisiana Uniform Trade Secrets Act, as well as Besco's unfair competition, fraud, and breach of contract complained of herein and will continue to be damaged absent injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Cajun seeks compensatory and punitive damages in an amount to be proven at trial, pre-judgment and post-judgment interest, attorneys' fees, the costs of bringing this action, a preliminary injunction enjoining Besco from further infringement of U.S. Patent No. 9,988,862, a permanent injunction enjoining Besco from engaging in the acts of infringement of U.S. Patent No. 9,988,862, violations of the federal Defend Trade Secrets Act, Louisiana Unfair Trade Practices and Consumer Protection Law, Louisiana Uniform Trade Secrets Act, fraud, and breach of contract alleged in this Complaint, and such other and further relief as the Court deems just, necessary and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Cajun demands a trial by jury as to all issues and claims triable to a jury.

DATED: June 14, 2018

Respectfully submitted,

By: /s/ Tori S. Bowling
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