

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

BAKER HUGHES OILFIELD)	
OPERATIONS, LLC)	
)	
Plaintiff,)	Civil Action No. 4:18-cv-4797
)	
v.)	
)	
WEATHERFORD INTERNATIONAL, LLC,)	Jury Trial Demanded
)	
Defendant.)	

COMPLAINT

Plaintiff Baker Hughes Oilfield Operations, LLC, by and through its attorneys, alleges:

NATURE OF THE ACTION

1. This action arises under the Patent Laws of the United States.

PARTIES

2. Plaintiff Baker Hughes Oilfield Operations, LLC (“Baker Hughes”) is a California company with its principal place of business at 17021 Aldine Westfield, Houston, Texas 77073.

3. Defendant Weatherford International, LLC (“Weatherford”) is a Delaware corporation with its principal place of business at 2000 St. James Place, Houston, Texas 77056. Defendant can be served with process by serving its registered agent CT Corporation System, 1999 Bryan St. Suite 900, Dallas, Texas 75201.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331 and 1338(a).

5. This Court has personal jurisdiction over Weatherford because its principal place of business is in Texas and because it conducts significant business in the State through the use,

sale, or offer for sale of various products and/or technologies in Texas, including the use, sale, or offer for sale of ZoneSelect Rupture Disk (RD) Toe Sleeve (the “Accused Product”).

6. Venue is proper under 28 U.S.C. §§ 1391 and 1400(b) because Weatherford has its principal place of business and has committed acts of infringement in this district.

STATEMENT OF FACTS

7. Baker Hughes is the owner by assignment of U.S. Patent No. RE46,137 (“the ’137 Patent”), filed on October 13, 2015 and issued on September 6, 2016. The ’137 Patent is a reissue of U.S Patent No. 8,555,960 (“the ’960 Patent”). A true and correct copy of the ’137 Patent is attached hereto as Exhibit A.

8. Baker Hughes is the owner by assignment of the ’960 Patent, issued on October 15, 2013. A true and correct copy of the ’960 Patent is attached hereto as Exhibit B.

9. The ’137 Patent is valid and enforceable.

10. Claims 1-22 of the ’137 Patent are identical to the original claims 1-22 of the ’960 Patent.

11. Weatherford knows and has known about the ’960 Patent and infringement by the Accused Product since at least July 8, 2014, when Baker Hughes sent Weatherford a letter attaching the ’960 Patent and a claim chart mapping the claims of the ’960 Patent to the Accused Product. The claim chart described how the Accused Product met claims 1, 2, 4, 5, 16, 21, and 22 of the ’960 Patent.

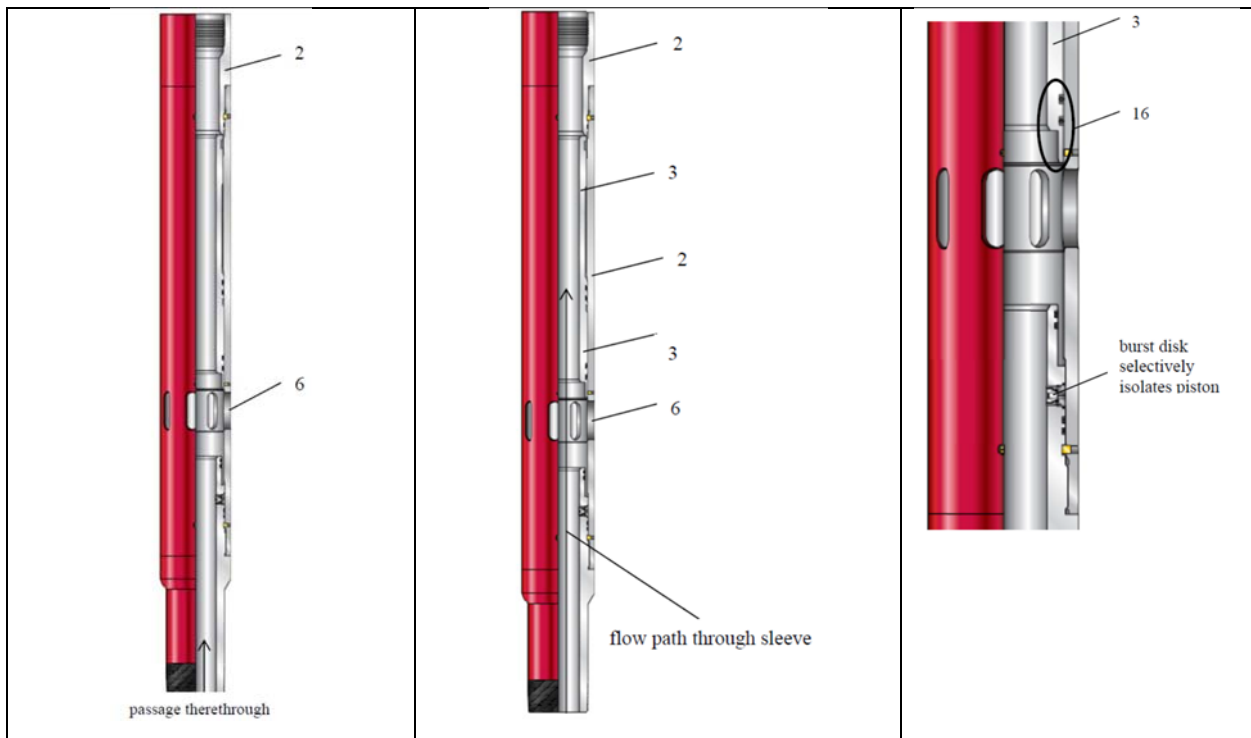
12. Weatherford knows and has known about the ’137 Patent and infringement by the Accused Product since at least May 1, 2017.

FIRST CAUSE OF ACTION
Willful Patent Infringement

13. Baker Hughes repeats and incorporates by reference each and every allegation contained in the preceding paragraphs.

14. The Accused Product made and sold by Weatherford infringes at least claim 1 of the '137 Patent, as shown by Weatherford's RD Toe Sleeve Brochure (Exhibit C).

15. For example, with respect to claim 1 and referring to the annotated illustration of the Accused Product provided below, the Accused Product is a valve intended for subterranean use that has: a housing (2) having a passage therethrough and a port (6) in a wall thereof; a sleeve (3) having a flow path therethrough movably mounted in said passage of said housing (2) between a first position where said port (6) is closed and a second position where said port (6) is at least in part open; and a piston (16) associated with the sleeve (3) for moving the sleeve (3), the piston (16) being selectively isolated from passage pressure until a predetermined pressure is reached.



16. Weatherford has willfully infringed the Patent because it has had actual knowledge of the '960 Patent and claims 1-22 of the '137 Patent and its infringing acts since at least as early as July 8, 2014, yet Weatherford International has continued to infringe at least claim 1 of the '137 Patent.

17. Upon information and belief, the Accused Product has remained materially unchanged since at least July 8, 2014.

18. Baker Hughes has been damaged and will suffer additional damages and irreparable harm unless Weatherford International is enjoined from further infringement. Baker Hughes will prove its irreparable harm and damages at trial.

DEMAND FOR JURY TRIAL

19. Baker Hughes demands a jury trial on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Baker Hughes prays that the Court:

- a. enter a judgment finding that the Accused Product has infringed one or more claims of the Patent;
- b. enjoin Weatherford and its officers, agents, servants, employees, attorneys, and other persons who are in active concert or participation with Weatherford or its officers, agents, servants, employees, attorneys from selling the Accused Product in the United States;
- c. award Baker Hughes damages adequate to compensate for Weatherford's infringement;
- d. award Baker Hughes enhanced damages for Weatherford's willful infringement;
- e. award Baker Hughes attorney's fees under 35 U.S.C. § 285; and

f. award Baker Hughes other costs and further relief as is just and proper.

Dated: December 20, 2018

Respectfully submitted,



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