

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

<b>CONOCOPHILLIPS COMPANY,</b>	§	
	§	
<b>Plaintiff,</b>	§	
	§	<b>Civil Action No. 4:18-cv-00803</b>
<b>v.</b>	§	
	§	
<b>IN-DEPTH COMPRESSIVE SEISMIC, INC. and IN-DEPTH GEOPHYSICAL, INC.</b>	§	<b>JURY TRIAL DEMANDED</b>
	§	
	§	
<b>Defendants.</b>	§	
	§	
	§	
	§	

**PLAINTIFF’S FIRST AMENDED COMPLAINT AND  
REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTION**

Plaintiff ConocoPhillips Company (“ConocoPhillips”) by and through its undersigned attorneys, files this First Amended Complaint against In-Depth Compressive Seismic, Inc. and In-Depth Geophysical, Inc. (collectively, “In-Depth” or “Defendants”), and alleges as follows:

**PARTIES**

1. Plaintiff ConocoPhillips Company is a Delaware corporation with its headquarters and principal place of business located at 600 North Dairy Ashford, Houston, TX 77252.
2. Defendant In-Depth Compressive Seismic, Inc. is a Texas corporation with a principal place of business at 1660 Townhurst Dr Ste A, Houston, TX 77043. In-Depth Compressive Seismic, Inc.’s registered agent for service of process in Texas is Zhaobo Meng, 1660 Townhurst Dr Ste A, Houston, TX 77043.
3. Defendant In-Depth Geophysical, Inc. is a Texas corporation with a principal place of business at 1660 Townhurst Dr Ste A, Houston, TX 77043. In-Depth Geophysical, Inc.’s

registered agent for service of process in Texas is Zhaobo Meng, 1660 Townhurst Dr Ste A, Houston, TX 77043.

4. Upon information and belief, In-Depth Geophysical, Inc. and In-Depth Compressive Seismic, Inc., are alter egos, operate as a joint enterprise, or have individually and cooperatively, and jointly and severally, acted together or in concert with one another with regard to the allegations and acts described herein.

### **JURISDICTION AND VENUE**

5. This is a civil action that arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*, including but not limited to 35 U.S.C. §§ 271 and 281. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

6. This is also an action for unfair competition, including false and misleading description or advertising, under the Lanham Act, 15 U.S.C. § 1125, and under 28 U.S.C. §§ 1331 and 1338. This Court also has subject matter jurisdiction pursuant to Section 39 of the Lanham Act, 15 U.S.C. § 1121, and under 28 U.S.C. §§ 1331 and 1338.

7. The Court has both general and specific personal jurisdiction over Defendants because each of the Defendants is a resident of the State of Texas, is incorporated in the State of Texas, has its principal place of business in the State of Texas and in this judicial district, each continuously and systematically conducts business in the State of Texas and in this judicial district, and because this lawsuit arises from conduct of the Defendants that occurred in Texas. Exercising personal jurisdiction over each Defendant in this lawsuit comports with due process and traditional notions of fair play and substantial justice.

8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391 and § 1400(b) because each of the Defendants is subject to personal jurisdiction in this district, resides in this district, has

a regular and established place of business in this district, and has committed and/or induced acts of infringement in this district.

### **FACTS**

9. ConocoPhillips is a market-leading innovator in the development and advancement of compressive sensing technology for seismic data acquisition for oil and gas exploration.

10. Seismic data acquisition includes transmitting acoustic signals over a geographical area of a geological formation and collecting reflections of those acoustic signals from the geological formation at designed locations. The collected reflections can then be processed to reveal information about the structure and makeup of the geological formation. Compressive sensing technology serves to reduce the acoustic signals that must be transmitted, collected, and processed to obtain accurate information related to the structure and makeup of the geological formation.

11. Starting at least in 2010, ConocoPhillips began developing and pioneered a non-uniform optimized sampling (“NUOS”) based compressive sensing technology, which it calls Compressive Seismic Imaging (“CSI”). CSI may be used in seismic data acquisition, processing and imaging. ConocoPhillips’s CSI technology improved upon existing compressive sensing technology, which was based on a random sampling approach, and resulted in higher seismic data quality while requiring fewer resources than existing compressive sensing technology.

12. ConocoPhillips filed numerous patent applications related to all aspects of CSI technology, including on the design of a non-uniform optimized sampling survey grid, the acquisition process for acquiring non-uniform optimized sampling seismic data, and the deblending, reconstruction, and processing of the seismic data received from the acquisition process.

13. ConocoPhillips has devoted substantial time, effort, and resources to the development and promotion of its NUOS CSI technology. As a result, the geophysical services industry has come to recognize and rely upon ConocoPhillips's NUOS CSI technology as the market leader in compressive sensing technology for oil and gas exploration.

**Patents-in-Suit**

14. On November 25, 2014, U.S. Patent 8,897,094 ("the '094 Patent"), entitled "Marine Seismic Data Acquisition Using Designed Non-Uniform Streamer Spacing" was duly and legally issued by the U.S. Patent and Trademark Office to Peter M. Eick and Joel D. Brewer. A true and correct copy of the '094 Patent is attached hereto as Exhibit 1.

15. On April 25, 2017 the U.S. Patent 9,632,193 ("the '193 Patent"), entitled "Compressive Sensing," was duly and legally issued by the U.S. Patent and Trademark Office to Chengbo Li, Sam T. Kaplan, Charles C. Mosher, Joel D. Brewer, and Robert G. Keys. A true and correct copy of the '193 Patent is attached hereto as Exhibit 2.

16. On November 21, 2017, U.S. Patent 9,823,372 ("the '372 Patent"), entitled "Controlled Spaced Streamer Acquisition," was duly and legally issued by the U.S. Patent and Trademark Office to Peter M. Eick and Joel D. Brewer. A true and correct copy of the '372 Patent is attached hereto as Exhibit 3.

17. On December 19, 2017, U.S. Patent 9,846,248 ("the '248 Patent"), entitled "Seismic Data Acquisition Using Designed Non-Uniform Receiver Spacing," was duly and legally issued by the U.S. Patent and Trademark Office to Peter M. Eick and Joel D. Brewer. A true and correct copy of the '248 Patent is attached hereto as Exhibit 4.

18. Together, the foregoing patents are referred to herein as the "Patents-in-Suit." ConocoPhillips is the assignee of the Patents-in-Suit, and has all substantial rights to sue for infringement.

**Defendants' Acts**

19. On information and belief, In-Depth provides software and services related to compressive sensing technology.

20. For example, In-Depth created, uses, and offers services related to a compressive sensing product, which In-Depth calls “Compressive Seismic Reconstruction” (“CSR”). Based on information known to ConocoPhillips to date, In-Depth’s CSR product includes the components “CS-Acquisition” and “CS-Deblending & Wavefield Recon technology.” In-Depth has also described “Compressive Seismic Reconstruction” as the overall term for its compressive sensing technologies, and it has explained that the components of CSR are Compressive Seismic-Acquisition (“CS-A”) and Compressive Seismic Processing (“CS-P”), which includes pre-processing, data manipulation, deblending, and reconstruction.

21. On information and belief, the components of In-Depth CSR work together, comprise a functional unit, or are otherwise necessary to effectuate In-Depth’s compressive sensing product and services. In-Depth CSR, its components, and In-Depth’s related services and acts, therefore, comprise the Accused or Asserted Instrumentalities and conduct.

22. In-Depth claims that it offers In-Depth CSR and its compressive sensing services based on a “non-uniform sampling theory” that is “optimized,” including by designing optimized seismic surveys for clients. *See, e.g.,*

**Before committing to spending any money for acquiring a seismic survey, please consider that** In-Depth Compressive helps your company to determine what the maximum how to acquire it, and how to process it. In-Depth Compressive provides specialized seismic acquisition design and processing for both land and marine.

Available at <http://indepthcompressive.com/>.

## Compressive Seismic Acquisition (CS-Acquisition)

Conventional seismic acquisition has lagged behind the resolution requirement by modern seismic imaging, due to the Nyquist's sampling limit. CS-Acquisition, inspired by compressive sensing (CS), is a **non-uniform sampling theory** that uses significantly fewer sensors to get similar or better resolution—compared to conventional acquisition techniques. In order to produce the highest fidelity seismic image, the acquisition source and receiver **locations are optimized with our proprietary algorithms**, which determine the best layout when real obstacles (e.g. platform, no-permit zones, crops, etc.) constrain an area for full access to acquisition instruments.

Available at <http://indepthcompressive.com/technology/cs-acquisition/>.

In-Depth Compressive Seismic's approach is to work with the client to design a survey that is optimized for solving the unique geophysical problem, while at the same time meeting the requirements of CS-Acquisition and CS-Deblending & Wavefield Recon techniques. The client can

Available at <http://indepthcompressive.com/services/onshore/>;

<http://indepthcompressive.com/services/offshore/>.

23. On information and belief, In-Depth performs and/or offers its “non-uniform” “optimized” compressive sensing products and related services in at least Texas and Louisiana for onshore services and in the Gulf of Mexico for its offshore services.

24. On information and belief, In-Depth performs, directs or instructs others to perform, or provides instructions or guidance to others to perform acquisition services based on the parameters and specifications defined by its “non-uniform” “optimized” compressive sensing-based survey designs and other related information provided by In-Depth.

25. In July 2017, Peter Eick, an employee of In-Depth and a former employee of ConocoPhillips, sent a letter to ConocoPhillips requesting a license to 25 patents owned by ConocoPhillips and invented by Mr. Eick. ConocoPhillips declined the request.

26. Thereafter, representatives of In-Depth attended and presented at the 88th Society of Exploration Geophysicists (SEG) annual meeting held in Houston in September 2017, which is the most important annual technical conference among the seismic exploration professionals in the world.

27. Representatives of ConocoPhillips also attended the SEG annual meeting in 2017.

28. During this conference, representatives of In-Depth described to attendees of the SEG annual meeting that its compressive sensing technology is “exactly” the same as that of ConocoPhillips’s technology.

29. On September 27, 2017, representatives of ConocoPhillips also gave a presentation about its CSI technology to attendees at the SEG annual meeting. After the ConocoPhillips presentation, Mr. Eick thanked the presenter from ConocoPhillips for the “great publicity” that ConocoPhillips had provided for In-Depth and its own technology while potential customers and others in the industry were present.

30. On information and belief, In-Depth has also falsely informed and misled others in the industry by indicating that In-Depth has a “truce” with ConocoPhillips, thereby falsely or misleadingly suggesting that ConocoPhillips has licensed its CSI technology and patents to In-Depth, that ConocoPhillips has agreed not to enforce its patents against In-Depth or In-Depth’s clients, that ConocoPhillips does not believe that In-Depth’s compressive sensing-based products or services are infringing, or that ConocoPhillips is otherwise not adverse to In-Depth’s infringing compressive sensing-based products and services.

31. ConocoPhillips’s efforts to market, sell, and/or license its CSI technology have been directly and adversely affected by In-Depth’s misrepresentations.



**CAUSES OF ACTION**

**Count 1: Patent Infringement of the '094 Patent**

32. ConocoPhillips incorporates by reference and realleges Paragraphs 1-31 of its Complaint, as though fully set forth herein.

33. ConocoPhillips is the owner of all right, title, and interest in and to the '094 Patent.

34. As the owner of the '094 Patent, ConocoPhillips is authorized and has standing to bring legal action to enforce all rights arising under the '094 Patent.

35. The '094 Patent is presumed valid pursuant to 35 U.S.C. § 282.

36. ConocoPhillips has practiced the '094 Patent in connection with its NUOS CSI technology (including hardware and software) and services.

37. Defendants are not licensed to make, use, sell, offer to sell, or import any product or service that is covered by the claims of the '094 Patent.

38. On information and belief, Defendants, without authorization or license from ConocoPhillips, have infringed, and will continue to infringe at least claim 1 of the '094 Patent in violation of 35 U.S.C. § 271, by making, using, selling, offering to sell, and/or offering to perform methods and articles that conduct compressive seismic acquisition of data based on a non-uniform optimized compressive sensing-based survey design, including In-Depth's CSR products and services.

39. On information and belief, Defendants have actual knowledge of the '094 Patent and actual knowledge that their activities constitute direct, indirect, or joint infringement of the '094 Patent, or have willfully blinded themselves to the infringing nature of their activities, and yet continue their infringing activities.

40. On information and belief, Defendants direct or instruct others to perform, or provide instructions or guidance to others to perform, acquisition services based on the parameters



and specifications defined by Defendants' "non-uniform" "optimized" compressive sensing-based designs, In-Depth's CSR, or via other related information provided by In-Depth, that, together with In-Depth's actions, infringe one or more claims of the '094 Patent.

41. On information and belief, Defendants have actively induced and continue to induce others to infringe one or more claims of the '094 Patent, and/or have contributed and continue to contribute to others' infringement of one or more claims of the '094 Patent.

42. On information and belief, Defendants' infringement of the '094 Patent has been and will continue to be willful, deliberate and intentional.

43. As a result of Defendants' infringement of the '094 Patent, ConocoPhillips has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Defendants are preliminarily and permanently enjoined by this Court. Furthermore, the public interest would be served by issuance of an injunction.

44. As a result of Defendants' infringing activities, ConocoPhillips has suffered actual damages in an amount to be determined at trial. Additionally, as a result of the willful and deliberate nature of Defendants' infringing activities, ConocoPhillips is entitled to a trebling of its actual damages and is entitled to recover its attorneys' fees and costs incurred in prosecuting this action.

### **Count 2: Patent Infringement of the '193 Patent**

45. ConocoPhillips incorporates by reference and realleges Paragraphs 1-44 of its Complaint, as though fully set forth herein.

46. ConocoPhillips is the owner of all right, title, and interest in and to the '193 Patent.

47. As the owner of the '193 Patent, ConocoPhillips is authorized and has standing to bring legal action to enforce all rights arising under the '193 Patent.

48. The '193 Patent is presumed valid pursuant to 35 U.S.C. § 282.

49. ConocoPhillips has practiced the '193 Patent in connection with its NUOS CSI technology (including hardware and software) and services.

50. Defendants are not licensed to make, use, sell, offer to sell, or import any product or service that is covered by the claims of the '193 Patent.

51. On information and belief, Defendants, without authorization or license from ConocoPhillips, have infringed, and will continue to infringe at least claim 1 of the '193 Patent in violation of 35 U.S.C. § 271, by making, using, selling, offering to sell, and/or offering to perform methods and articles that conduct non-uniform optimized sampling for compressive sensing-based survey designs, including In-Depth's CSR products and services.

52. On information and belief, Defendants have actual knowledge of the '193 Patent and actual knowledge that their activities constitute direct, indirect, or joint infringement of the '193 Patent, or have willfully blinded themselves to the infringing nature of their activities, and yet continue their infringing activities.

53. On information and belief, Defendants direct or instruct others to perform, or provide instructions or guidance to others to perform, acquisition services based on the parameters and specifications defined by Defendants' "non-uniform" "optimized" compressive sensing-based designs, In-Depth's CSR, or via other related information provided by In-Depth, that, together with In-Depth's actions, infringe one or more claims of the '193 Patent.

54. On information and belief, Defendants have actively induced and continue to induce others to infringe one or more claims of the '193 Patent, and/or have contributed and continue to contribute to others' infringement of one or more claims of the '193 Patent.

55. On information and belief, Defendants' infringement of the '193 Patent has been and will continue to be willful, deliberate and intentional.

56. As a result of Defendants' infringement of the '193 Patent, ConocoPhillips has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Defendants are preliminarily and permanently enjoined by this Court. Furthermore, the public interest would be served by issuance of an injunction.

57. As a result of Defendants' infringing activities, ConocoPhillips has suffered actual damages in an amount to be determined at trial. Additionally, as a result of the willful and deliberate nature of Defendants' infringing activities, ConocoPhillips is entitled to a trebling of its actual damages and is entitled to recover its attorneys' fees and costs incurred in prosecuting this action.

**Count 3: Patent Infringement of the '372 Patent**

58. ConocoPhillips incorporates by reference and realleges Paragraphs 1-57 of its Complaint, as though fully set forth herein.

59. ConocoPhillips is the owner of all right, title, and interest in and to the '372 Patent.

60. As the owner of the '372 Patent, ConocoPhillips is authorized and has standing to bring legal action to enforce all rights arising under the '372 Patent.

61. The '372 Patent is presumed valid pursuant to 35 U.S.C. § 282.

62. ConocoPhillips has practiced the '372 Patent in connection with its NUOS CSI technology (including hardware and software) and services.

63. Defendants are not licensed to make, use, sell, offer to sell, or import any product or service that is covered by the claims of the '372 Patent.

On information and belief, Defendants, without authorization or license from ConocoPhillips, have infringed, and will continue to infringe at least claim 1 of the '372 Patent in violation of 35 U.S.C. § 271, by making, using, selling, offering to sell, and/or offering to perform methods and articles that conduct compressive seismic acquisition of data based on a non-uniform

optimized compressive sensing-based survey designs, including In-Depth's CSR products and services.

64. On information and belief, Defendants have actual knowledge of the '372 Patent and actual knowledge that their activities constitute direct, indirect, or joint infringement of the '372 Patent, or have willfully blinded themselves to the infringing nature of their activities, and yet continue their infringing activities.

65. On information and belief, Defendants direct or instruct others to perform, or provide instructions or guidance to others to perform, acquisition services based on the parameters and specifications defined by Defendants' "non-uniform" "optimized" compressive sensing-based designs, In-Depth's CSR, or via other related information provided by In-Depth, that, together with In-Depth's actions, infringe one or more claims of the '372 Patent.

66. On information and belief, Defendants have actively induced and continue to induce others to infringe one or more claims of the '372 Patent, and/or have contributed and continue to contribute to others' infringement of one or more claims of the '372 Patent.

67. On information and belief, Defendants' infringement of the '372 Patent has been and will continue to be willful, deliberate and intentional.

68. As a result of Defendants' infringement of the '372 Patent, ConocoPhillips has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Defendants are preliminarily and permanently enjoined by this Court. Furthermore, the public interest would be served by issuance of an injunction.

69. As a result of Defendants' infringing activities, ConocoPhillips has suffered actual damages in an amount to be determined at trial. Additionally, as a result of the willful and deliberate nature of Defendants' infringing activities, ConocoPhillips is entitled to a trebling of its

actual damages and is entitled to recover its attorneys' fees and costs incurred in prosecuting this action.

**Count 4: Patent Infringement of the '248 Patent**

70. ConocoPhillips incorporates by reference and realleges Paragraphs 1-69 of its Complaint, as though fully set forth herein.

71. ConocoPhillips is the owner of all right, title, and interest in and to the '248 Patent.

72. As the owner of the '193 Patent, ConocoPhillips is authorized and has standing to bring legal action to enforce all rights arising under the '248 Patent.

73. The '248 Patent is presumed valid pursuant to 35 U.S.C. § 282.

74. ConocoPhillips has practiced the '248 Patent in connection with its NUOS CSI technology (including hardware and software) and services.

75. Defendants are not licensed to make, use, sell, offer to sell, or import any product or service that is covered by the claims of the '248 Patent.

76. On information and belief, Defendants, without authorization or license from ConocoPhillips, have infringed, and will continue to infringe at least claim 1 of the '248 Patent in violation of 35 U.S.C. § 271, by making, using, selling, offering to sell, and/or offering to perform methods and articles that conduct compressive seismic acquisition of data based on a non-uniform optimized compressive sensing-based survey design, including In-Depth's CSR products and services.

On information and belief, Defendants have actual knowledge of the '248 Patent and actual knowledge that their activities constitute direct, indirect, or joint infringement of the '248 Patent, or have willfully blinded themselves to the infringing nature of their activities, and yet continue their infringing activities.

77. On information and belief, Defendants direct or instruct others to perform, or provide instructions or guidance to others to perform, acquisition services based on the parameters and specifications defined by Defendants' "non-uniform" "optimized" compressive sensing-based designs, In-Depth's CSR, or via other related information provided by In-Depth, that, together with In-Depth's actions, infringe one or more claims of the '248 Patent.

78. On information and belief, Defendants have actively induced and continue to induce others to infringe one or more claims of the '248 Patent, and/or have contributed and continue to contribute to others' infringement of one or more claims of the '248 Patent.

79. On information and belief, Defendants' infringement of the '248 Patent has been and will continue to be willful, deliberate and intentional.

80. As a result of Defendants' infringement of the '248 Patent, ConocoPhillips has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Defendants are preliminarily and permanently enjoined by this Court. Furthermore, the public interest would be served by issuance of an injunction.

81. As a result of Defendants' infringing activities, ConocoPhillips has suffered actual damages in an amount to be determined at trial. Additionally, as a result of the willful and deliberate nature of Defendants' infringing activities, ConocoPhillips is entitled to a trebling of its actual damages and is entitled to recover its attorneys' fees and costs incurred in prosecuting this action.

**Count 5: Lanham Act – False, Deceptive, and Misleading Representation of Fact**

82. ConocoPhillips incorporates by reference and realleges Paragraphs 1-81 of its Complaint, as though fully set forth herein.

83. Defendants' acts violate Section 43(a) of the Lanham Act, including 15 U.S.C. § 1125(a)(1)(A) and 15 U.S.C. § 1125(a)(1)(B).

84. Among the other acts described above, Defendants have engaged in unfair competition by, among other things, claiming that their compressive sensing-based services and products are “exactly” like those of ConocoPhillips.

85. On information and belief, Defendants have also engaged in unfair competition by making other statements leveraging ConocoPhillips’s name or association with former ConocoPhillips employees or by suggesting a likeness or similarity to ConocoPhillips’s compressive sensing technology to create a false or misleading impression with regard to affiliation, connection, and association of In-Depth’s CSR or a false or misleading impression with regard to the nature, characteristics, and quality of In-Depth’s CSR.

86. Such false or misleading statements, including others described in and incorporated from Paragraphs 1-85, were made by In-Depth for the purpose of promoting In-Depth’s compressive sensing-based services and products. Additionally, or in the alternative, Defendants are liable for contributory false advertising by either knowingly inducing or causing false advertising as described herein, or by materially participating in it.

87. The statements described above (and others) constitute false or misleading statements regarding affiliation or connection, descriptions, characteristics, or impressions of Defendants’ compressive sensing products and services and false or misleading representations that Defendants’ compressive sensing products and services are of the same quality, reliability, accuracy, or performance as ConocoPhillips’s NUOS CSI services and offerings.

88. Such statements are misleading to actual and potential customers of ConocoPhillips’s NUOS CSI services and offerings, and such statements deceived, confused, or misled, or had the capacity to deceive, confuse, or mislead consumers.



89. On information and belief, such statements are material and likely to influence a customer's purchasing decision for compressive sampling services and products for survey design and seismic acquisition in oil and gas exploration.

90. These statements have proximately caused and/or are likely to cause injury to Plaintiff by, among other things, diverting sales, licenses, or other economic opportunities from Plaintiff to Defendants or by stalling sales, licenses, or other economic opportunities.

91. As a result of these false or misleading statements in the marketplace, ConocoPhillips has suffered and will continue to suffer irreparable and monetary harm in an amount to be determined at trial. ConocoPhillips will suffer direct monetary damages from the loss of licensing opportunities, licensing fees, and/or sales to customers who select Defendants' services and products instead of ConocoPhillips's NUOS CSI services and offerings. Additionally, as a result of the nature of Defendants' activities, ConocoPhillips is entitled to a trebling of its actual damages and is entitled to recover its attorneys' fees and costs incurred in prosecuting this action.

92. On information and belief, Defendants' acts of unfair competition, including false and misleading advertising, or knowingly inducing or causing false advertising as described herein, or materially participating in such false advertising, will continue unless enjoined by the Court.

93. Unless Defendants are enjoined from such actions by the Court, ConocoPhillips will suffer additional irreparable harm. ConocoPhillips has no adequate remedy at law for these wrongs and injuries, and thus, ConocoPhillips is entitled to preliminary and permanent injunctions against further false and misleading representations made or induced by Defendants' acts of unfair

competition, including false and misleading advertising, or knowingly inducing or causing false advertising as described herein, or materially participating in such false advertising.

**JURY DEMAND**

94. Pursuant to Federal Rule of Civil Procedure 38(b), ConocoPhillips requests a trial by jury on all issues.

**PRAYER**

95. For these reasons, ConocoPhillips asks for a judgment against Defendants that includes the following relief:

- (A) A finding that Defendants have infringed each of the Patents-in-Suit;
- (B) A preliminary and permanent injunction enjoining In-Depth, its owners, affiliates, officers, directors, managers, agents, servants, employees, trainees, and all persons in active concert or participation with it, from continuing to infringe the Patents-in-Suit, including but not limited to under 35 U.S.C. § 283;
- (C) A preliminary and permanent injunction enjoining In-Depth, its owners, affiliates, officers, directors, managers, agents, servants, employees, trainees, and all persons in active concert or participation with it, from continuing to make misleading and false representations regarding its services and products, including but not limited to under 15 U.S.C. §§ 1116 and 1117;
- (D) An award of damages adequate to compensate ConocoPhillips for In-Depth's infringement of the Patents-in-Suit under 35 U.S.C. § 284;
- (E) A determination that In-Depth's infringement of the Patents-in-Suit has been willful and deliberate;

- (F) A determination that this case is “exceptional” under 35 U.S.C. § 285 and 15 U.S.C. § 1117(a), thereby entitling ConocoPhillips to an award of its reasonable attorneys’ fees and costs incurred in prosecuting this action;
- (G) An award of treble damages based on the willful and deliberate nature of In-Depth’s infringement;
- (H) An award of damages adequate to compensate ConocoPhillips for In-Depth’s misleading and false representations under 15 U.S.C. §§ 1111, 1114, and 1117(a), including but not limited to disgorgement of any of In-Depths’ profits, any damages sustained by ConocoPhillips, ConocoPhillips’s lost profits, ConocoPhillips’s lost royalties, ConocoPhillips’s lost or impaired business opportunities, and enhanced damages as allowed by law;
- (I) An award of pre-judgment and post-judgment interest on all damages computed;
- (J) An award of court costs; and
- (K) Such other relief as this Court deems fair, just, and appropriate.

Dated: June 7, 2019

Respectfully submitted,

/s/ Rick L. Rambo

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***Attorneys for Plaintiff ConocoPhillips  
Company***

**CERTIFICATE OF SERVICE**

I hereby certify that on June 7, 2019, I electronically transmitted this Plaintiff's Complaint and Request for Preliminary and Permanent Injunction to the Clerk of the Court using the Court's CM/ECF system. I further certify that counsel of record for Plaintiff is being served with an electronic copy by email.

By: /s/ Rick L. Rambo  
Rick L. Rambo