

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

ENVENTURE GLOBAL  
TECHNOLOGY, INC.,

Plaintiff,

v.

WEATHERFORD U.S., L.P.,

Defendant.

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

CIVIL ACTION NO.

JURY DEMANDED

**CORRECTED ORIGINAL COMPLAINT**

Plaintiff Enventure Global Technology, Inc. (“Plaintiff” or “Enventure”) files its Corrected Original Complaint (“Complaint”) against Defendant Weatherford U.S., L.P. (“Defendant” or “Weatherford”), and states as follows:

**JURISDICTION AND VENUE**

1. The Court has subject matter jurisdiction over Plaintiff’s patent infringement claims under 28 U.S.C. §§ 1331 and 1338(a) and (b) because this is a civil action involving federal questions related to claims for patent infringement under 35 U.S.C. § 271 (the “Patent Act”).

2. This Court has personal jurisdiction over Defendant. Plaintiff is informed and believes, and on that basis alleges, that Defendant is conducting business in this State, including in this District. Defendant’s acts of patent infringement occurred in this State, including in this District, and Defendant should anticipate being haled into court in this State.

3. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1400(a).

### **THE PARTIES**

4. Plaintiff Enventure is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 15995 N. Barkers Landing Road, Suite 350, Houston, TX 77079.

5. On information and belief, Defendant Weatherford is a Limited Partnership organized and existing under the laws of the State of Louisiana, and having its principal place of business at 2000 St. James Place, Houston, TX 77056. Defendant Weatherford may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, TX 75201.

### **NATURE OF THE CASE**

6. Enventure was created out of a joint venture between Shell Technology Venture, Inc. (“Shell”) and Halliburton Energy Services (“Halliburton”) that began in July 1998. Both Shell and Halliburton supplied funding, personnel, managers, scientists, engineers, staff, office space, computers, labs, and test facilities for the groundbreaking development of solid expandables solutions or “solid expandables technology.” Known as “SET,” this is an innovative technology used in the energy industry to expand pipe through various apparatus and methods. In the early to mid-2000s, Halliburton sold its part of the joint venture to Shell. In 2010, Enventure was no longer affiliated with Shell, other than as a SET service provider, and as an assignee of certain Shell patents.

7. Enventure is the world's leading provider of SET. Since 1998, Enventure's technology has been used to solve drilling, completion, and production issues that threaten an oil or gas well's potential value and the well operator's return on its investment. Enventure's proprietary technology enables oil and gas exploration and production companies to extract the most value from their wells at each stage of a well's lifecycle.

8. Weatherford directly competes with Enventure in the solid expandables technology market inside and outside the United States. Moreover, on information and belief, Weatherford's infringing activities occurred inside and outside the United States, including without limitation, offers to sell in other jurisdictions, exporting components or substantial portions of components to other jurisdictions, and related activities.

9. Enventure has invested substantial time, effort, skill, expense, and resources in designing and engineering its SET products and services. To protect its substantial investment, Enventure's predecessor entity applied for and obtained a series of patents covering its expandables technology from the United States Patent Office. Enventure is the sole owner of expandables technology patent U.S. Patent No. 6,892,819 that Enventure asserts in this Complaint (the "Asserted Patent" or the "819 Patent").

10. On information and belief, Weatherford recognized the importance of Enventure's SET intellectual property products and services to the oil and gas exploration industry. Accordingly, in or around February 2002, Weatherford sought a license to the SET intellectual property from Shell.

11. Shell expressly withheld the patented SET intellectual property asserted here from a license that Shell issued to Weatherford. Instead, Shell granted a non-exclusive

license to Weatherford for only a portion of Shell's oilfield services technology portfolio covering expandables products and services. Shell even created a schedule specifically listing the SET intellectual property that it expressly excluded from the license to Weatherford. The Asserted Patent in this case issued from the same patent families identified on that schedule back in February 2002, including the very first patent application identified on the schedule.

12. Even after Shell refused to issue a license to Weatherford for the patented SET intellectual property, Weatherford still sought to exploit the SET intellectual property for Weatherford's oilfield services business, despite not obtaining a license to the SET patents. On information and belief, with little technical know-how, no valuable SET patents of its own, and no licenses from Shell or Enventure, Weatherford instead stole away Enventure's and Grant Prideco's inventors of the SET technology, and also acquired some of Enventure's patented SET intellectual property from Mohawk Energy, Ltd. ("Mohawk") -- that Mohawk had wrongfully acquired from Shell and Enventure.

**Weatherford Hires SET Co-Inventor Dr. Lev Ring**

13. On information and belief, in the months and years following February 2002, Weatherford hired at least three co-inventors of the patented SET technology from Enventure and Grant Prideco, and then developed Weatherford's infringing SET products and services in-house at Weatherford.

14. First, in October 2002, Weatherford hired away Enventure's Vice President and Chief Technology Officer, Dr. Lev Ring. Dr. Ring is a named inventor or co-inventor on many of the SET patent applications, including the Asserted Patent. Dr. Ring left

Enventure, joined Weatherford's new solid expandables team, and worked for more than a decade as Weatherford's Director of Technology.

15. Prior to leaving Enventure, Dr. Ring executed Enventure's Intellectual Property Agreement, acknowledging that he did not own or claim any rights in the SET intellectual property that Enventure owned. Dr. Ring further acknowledged that he would not "use for himself/herself or others, or divulge to others, any secret or confidential information, knowledge, or data of the Company, obtained as a result of his/her employment." Dr. Ring further acknowledged that "all memorandum, notes, records, drawings, or other documents made or compiled by him/her, or made available to him/her . . . shall be delivered to the Company on the termination of his/her employment."

16. On information and belief, when Dr. Ring was employed by Weatherford, he was instrumental in Weatherford's exploitation of Enventure's Infringed Technology (defined below), including the SET open-hole and cased-hole inventions. Further, on information and belief, Dr. Ring was involved in negotiating a technology agreement between Weatherford and Mohawk, through which Weatherford obtained Enventure's SET intellectual property. On information and belief, Dr. Ring and Weatherford knew that the SET intellectual property at issue in the technology agreement was developed and owned by Dr. Ring's previous employer, Enventure.

**Mohawk Patent Infringement Lawsuit**

17. Enventure has previously asserted the Asserted Patent, and other SET patents, in a lawsuit filed against Mohawk in this District. *See Enventure Global Tech., Inc. v. Mohawk Energy, Ltd., et al.*, Case No. 4:15-cv-01053 (the "Mohawk Lawsuit").

18. In the Mohawk Lawsuit, Enventure alleged that Mohawk and its principals exploited intellectual property developed and/or acquired by Enventure in the solid expandables technology market, for the “express purpose of directly competing with [Enventure].” *See* Mohawk Lawsuit, Dkt. #21 (“Mohawk Amended Complaint”), ¶ 179.

19. Specifically, the Mohawk principals improperly obtained Enventure’s and/or its predecessor’s valuable solid expandables technology through their confidential relationships. *Id.*, ¶¶ 185-186, 192-193. Thereafter, Mohawk created various technical drawings and other documents containing manufacturing, testing, and operational information from Enventure’s patented solid expandables technology products, including non-public information regarding those products (collectively, the “Infringed Technology”). Mohawk profited from the Infringed Technology by relying upon the Infringed Technology to manufacture solid expandables technology products and services (the “Mohawk Accused Products”) that Mohawk offered and sold in direct competition with Enventure.

20. Enventure alleged that the Mohawk Accused Products infringed multiple claims of the Asserted Patent and other SET patents. *See generally* Mohawk Amended Complaint. Enventure also alleged that Mohawk’s sales of the Mohawk Accused Products caused, *inter alia*, significant economic harm to Enventure. *See, e.g., id.*, ¶¶ 185-186, 192-193.

21. In light of the allegations set forth above, Enventure sought, *inter alia*, (i) a finding that the Mohawk defendants committed willful patent infringement of the Asserted Patent and other SET patents; (ii) a permanent injunction against the Mohawk defendants;

(iii) damages “adequate to compensate [Enventure] for the damages it has suffered as a result of the [Mohawk] Defendants’ infringement,” including because of the exceptional nature of the Mohawk Lawsuit; and (iv) an award of costs. *Id.*, pp. 27-28.

22. In the Mohawk Lawsuit, the court construed relevant terms in the claims of the Asserted Patent, issued a claim construction order, and subsequently conducted a bench trial from February 6, 2018 to February 20, 2018 involving the Asserted Patent and other SET patents. *Cf.* Mohawk Lawsuit, Dkt. #287 (transcript order request indicating trial dates).

23. On December 18, 2018, the court issued a final judgment finding that the Mohawk Accused Products—all alleged to have been manufactured using the Infringed Technology—infringe the following claims of Enventure’s Asserted Patent and other SET patents:

<b>Asserted Patents</b>	<b>OpenHole Clad and Patch Products</b>	<b>MaxWell Liner</b>
U.S. Patent No. 7,740,729	Claims 1, 3, 9-17	
U.S. Patent No. 6,892,819	Claims 1, 3, 8, 34-37, 49, 54-59	
U.S. Patent No. 7,055,608	Claims 1, 5-6, 8, 51	
U.S. Patent No. 7,918,284	Claim 35	Claim 35
U.S. Patent No. 7,159,665	Claims 9, 14, 25, 39, 46, 54, 56	Claims 2, 3, 9, 14, 25, 39, 46, 54, 56

*See* Mohawk Lawsuit, Dkt. #278, p. 1.

24. The court further found that Mohawk’s infringement was willful, and issued: (i) a judgment against Mohawk for total damages of \$9,340,237.50; (ii) a permanent injunction enjoining Mohawk and others from producing, manufacturing, marketing and/or

selling the infringing products; (iii) an award of attorneys' fees against Mohawk in the amount of \$5,782,749.48 as an "exceptional" case under 35 U.S.C. § 285; and (iv) an award of costs in the amount of \$222,454.73. *Id.*

25. The court also prohibited one of the Mohawk principals (Andrei Filippov) from attempting to challenge the validity of the Asserted Patent, a patent upon which the Mohawk principal himself was listed as a co-inventor. *Id.* Notably, Dr. Ring, Weatherford's former Director of Technology, is also listed as a co-inventor on the same patent and many others.

#### **Weatherford's Willful Patent Infringement**

26. Like Mohawk, Defendant Weatherford has violated Enventure's rights in the Asserted Patent covering solid expandables technology. Mohawk did not have a legal right to possess or use Enventure's patented technology, or any right to otherwise exploit it, such as by sharing the Infringed Technology with third parties, including Weatherford. Weatherford also did not have a legal right to possess or use Enventure's patented technology, or any right to otherwise exploit it. Further, none of the inventors Weatherford hired had a legal right to possess or use Enventure's patented technology, or any right to otherwise exploit it.

27. On information and belief, on or around February 15, 2012, Weatherford agreed to pay a large sum of money to Mohawk for the Infringed Technology relating to solid expandables technology as part of a specific technology transfer (the "Technology Transfer"). One of the first recitals in the Technology Transfer agreement stated that "Weatherford, its Affiliates, and their respective customers" desired to "exploit" certain



information in the Infringed Technology “for commercial purposes.” On information and belief, a Weatherford Vice President of Legal signed the Technology Transfer agreement, which was pre-approved by a separate in-house lawyer employed by Weatherford.

28. On information and belief, Weatherford and Mohawk agreed upon a certain “exchange location” in Houston, Texas where employees of Weatherford could physically analyze the Infringed Technology, and then take possession of the Technology upon consummating the Technology Transfer.

29. On information and belief, Dr. Ring was involved with other employees of Weatherford in negotiating the terms of the Technology Transfer, reviewing and confirming the technical feasibility of the Infringed Technology at the “exchange location”, and subsequently exploiting the solid expandables technology contained in the Infringed Technology.

30. On information and belief, by virtue of Dr. Ring’s previous employment with Enventure as its Chief Technology Officer, his intimate knowledge of the Infringed Technology, his position as Weatherford’s Director of Technology for SET products and services and other products, his being a named inventor on the Asserted Patent, and his negotiation of Weatherford’s access to the Infringed Technology through a technology transfer agreement, Dr. Ring’s acts are imputed to Weatherford, which infringed Enventure’s Asserted Patent covering its SET intellectual property.

31. On information and belief, Weatherford, its officers, directors, employees, or other agents knew, or should have known, that the Infringed Technology originated from and described Enventure’s patented technology embodied in the Asserted Patent.

32. Enventure was unaware of the transfer of the Infringed Technology from Mohawk to Weatherford, or any physical review sessions at any “exchange location” that the parties conducted in Houston until multiple years after they had allegedly occurred.

33. On information and belief, Weatherford has profited from the Infringed Technology by relying upon it in whole or in part to manufacture solid expandables technology products that Weatherford has sold and is selling in direct competition with Enventure.

34. Weatherford’s solid expandables technology products that it has manufactured in reliance on the Infringed Technology in whole or in part (the “Weatherford Accused Products”) comprise products advertised under various trademarks, including without limitation, “MetalSkin®” and “TruForm™”. Weatherford is in the business of manufacturing, importing, distributing, offering to sell and/or selling the Weatherford Accused Products.

35. On information and belief, all Weatherford Accused Products fall into the following three categories of solid expandables technology: (a) cased-hole systems (“Cased-Hole Products”); (b) monobore open-hole systems (“Monobore Products”); and (c) expandable liner hanger systems (“Expandable Liner Hanger Products”).

36. On information and belief, Weatherford developed or obtained all Weatherford Accused Products by receiving them from Mohawk directly; exploiting the Infringed Technology; or exploiting information or input from inventors Weatherford had hired or retained.

37. Representative products are identified within those categories based on Weatherford's most commonly used names for its solid expandable products:

- (a) Cased-Hole Products include the MetalSkin® Cased-Hole Liner products;
- (b) Monobore Products include the MetalSkin® Monobore Open-Hole Liner, and the MetalSkin® Monobore Open-Hole Clad; and
- (c) Expandable Liner Hanger Products include the TruForm™ Expandable Liner Hanger System.

Certain of the Weatherford Accused Products are identified in Exhibit A, titled "MetalSkin® Cased-Hole Liner System", Exhibit B, titled "MetalSkin® Monobore Open-Hole Liner System", and Exhibit C titled "TruForm™ Expandable Liner Hanger System".

38. On information and belief, Weatherford has offered for sale or sold its infringing Weatherford Accused Products and/or deployed its infringing Weatherford Accused Products, and/or components or substantial portions of components of the Weatherford Accused Products, to exploration companies and/or other service providers throughout the United States and around the world.

39. On information and belief, in connection with its manufacture, importation, distribution, offering to sell and/or selling the Weatherford Accused Products, Weatherford has infringed one or more of the claims in the Asserted Patent, as demonstrated in the analysis charts contained in the Appendix to this Complaint.

**COUNT I**  
**INFRINGEMENT OF U.S. PATENT 6,892,819**

40. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 39 as if fully set forth herein.

41. Enventure is the sole owner of U.S. Patent No. 6,892,819 (the “’819 Patent”) entitled “Forming a Wellbore Casing While Simultaneously Drilling a Wellbore,” issued on May 17, 2005.

42. Enventure has not licensed any of its rights in the ’819 Patent to Weatherford.

43. Enventure offers for sale and sells products incorporating its patented solid expandables technology throughout the United States, including in this District, that are commercial embodiments of the invention claimed in the ’819 Patent.

44. Enventure has complied with marking and notice requirements for the ’819 Patent sufficient for this Court to award the relief Enventure requests.

45. On information and belief, Weatherford, without license from Enventure, has made, used, imported, distributed, sold and/or offered for sale; and/or has caused the manufacture, use, importation, distribution, sale and/or offer for sale of products and/or services that infringe the ’819 Patent either literally or under the Doctrine of Equivalents.

46. On information and belief, Weatherford’s manufacture, sale, installation, or use of at least the Cased-Hole Products, the Monobore Products, and the Expandable Liner Hanger Products have infringed, without limitation, at least claim 1 of the ’819 Patent.

47. On information and belief, the activities of Weatherford have been for the purpose of infringing, either directly or indirectly, the ’819 Patent.

48. On information and belief, Weatherford's acts of infringement have been willful, with actual and/or constructive knowledge of the '819 Patent.

49. The infringing acts of Weatherford have been the actual and proximate cause of damage to Enventure, and Enventure has sustained damages as a result of Weatherford's infringement of the '819 Patent.

50. By reason of Weatherford's infringement, Enventure is entitled to damages to the full extent authorized by 35 U.S.C. § 284. Enventure is also entitled to its attorneys' fees under 35 U.S.C. § 285.

**JURY DEMAND**

51. Plaintiff demands a trial by jury.

**PRAYER**

WHEREFORE, Plaintiff demands judgment against Weatherford as follows:

A. Weatherford has infringed or caused the infringement of Plaintiff's rights in the '819 Patent in violation of 35 U.S.C. § 271;

B. Weatherford's infringement is willful and this case is exceptional under 35 U.S.C. § 285;

C. Requiring Weatherford to pay damages to Plaintiff in an amount to be determined at trial, but not less than a reasonable royalty, pursuant to 35 U.S.C. § 284;

D. Requiring Weatherford to pay treble damages under 35 U.S.C. § 284;

E. Plaintiff be awarded damages adequate to compensate it for the damages it has suffered as a result of Weatherford's infringement of the '819 Patent pursuant to 35 U.S.C. § 284;

F. Weatherford be ordered to pay pre-judgment interest to Plaintiff on all amounts awarded and post-judgment interest until paid at the maximum lawful rate;

H. The Court retain jurisdiction of this action for the purpose of enabling Plaintiff to apply to the Court at any time for such further orders and interpretation or execution of any order entered in this action; for the modification of any such order; for the enforcement or compliance therewith; and for the punishment of any violations thereof;

I. Weatherford be ordered to pay attorneys' fees to Plaintiff, as provided by 35 U.S.C. § 285;

J. Plaintiff recover punitive damages from Weatherford; and

K. Plaintiff be awarded such other and further relief, at law or in equity, as the Court may deem just and proper.

Respectfully submitted,

/s/Lisa H. Meyerhoff \_\_\_\_\_

Lisa H. Meyerhoff  
Attorney-in-Charge  
Texas Bar No. 14000255  
S.D. Admissions No. 18693  
Email: [lmeyerhoff@seyfarth.com](mailto:lmeyerhoff@seyfarth.com)  
SEYFARTH SHAW LLP  
700 Milam Street, Suite 1400  
Houston, Texas 77002  
Phone: 713 225 2300  
Fax: 713 225 2340

ATTORNEYS FOR PLAINTIFF  
ENVENTURE GLOBAL  
TECHNOLOGY, INC.

OF COUNSEL:

Myall S. Hawkins  
Texas Bar No. 09250320  
S.D. Admission No. 7845  
Email: [MHawkins@seyfarth.com](mailto:MHawkins@seyfarth.com)  
Sharad K. Bijanki  
Texas Bar. No. 24117554  
S.D. Admission No. 3436129  
Email: [SBijanki@seyfarth.com](mailto:SBijanki@seyfarth.com)  
SEYFARTH SHAW LLP  
700 Milam Street, Suite 1400  
Houston, Texas 77002  
Phone: 713 225 2300  
Fax: 713 225 2340

ATTORNEYS FOR PLAINTIFF  
ENVENTURE GLOBAL  
TECHNOLOGY, INC.