

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

WESTERNGECO L.L.C.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. _____
)	
FUGRO-GEOTEAM, INC.,)	
FUGRO-GEOTEAM AS,)	
FUGRO NORWAY MARINE SERVICES)	
AS, FUGRO, INC., FUGRO (USA), INC.,)	
and FUGRO GEOSERVICES, INC.)	
)	
Defendants.)	

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff WesternGeco L.L.C., for its Complaint against Defendants Fugro-Geoteam, Inc., Fugro-Geoteam AS, Fugro Norway Marine Services AS, Fugro, Inc., Fugro (USA), Inc. and Fugro GeoServices, Inc. (collectively, "Fugro" or the "Fugro entities"), hereby alleges as follows and demands a jury trial on all issues so triable.

THE PARTIES

1. Plaintiff WesternGeco L.L.C. ("WesternGeco") is a Delaware corporation having a principal place of business at 10001 Richmond Avenue, Houston, Texas 77042-4299.
2. Upon information and belief, Fugro-Geoteam, Inc. is a Texas corporation and a wholly-owned subsidiary of Fugro N.V. having a place of business at 6100 Hillcroft, Houston, Texas 77081.

3. Upon information and belief, Defendant Fugro-Geoteam AS is a Norwegian corporation and a wholly-owned subsidiary of Fugro N.V. having a place of business at Hoffsvveien 1C, Oslo, 0213, Norway.

4. Upon information and belief, Defendant Fugro Norway Marine Services AS is a Norwegian corporation and a wholly-owned subsidiary of Fugro N.V. having a place of business at Hoffsvveien 1C, Oslo, 0213, Norway.

5. Upon information and belief, Fugro, Inc. is a Texas corporation and a wholly-owned subsidiary of Fugro N.V. having a place of business at 6100 Hillcroft, Houston, Texas 77081.

6. Upon information and belief, Fugro (USA), Inc. is a Delaware corporation and a wholly-owned subsidiary of Fugro N.V. having a place of business at 6100 Hillcroft, Houston, Texas 77081.

7. Upon information and belief, Fugro GeoServices, Inc. is a Delaware corporation and a wholly-owned subsidiary of Fugro N.V. having a place of business at 6100 Hillcroft, Houston, Texas 77081.

NATURE OF THE ACTION

8. This is a civil action for the willful infringement of United States Patents No. 6,691,038 ("the '038 patent"), 6,932,017 ("the '017 patent"), 7,080,607 ("the '607 patent"), 7,162,967 ("the '967 patent"), and 7,293,520 ("the '520 patent"). This action arises under the Patent Laws of the United States, 35 U.S.C. § 1 *et seq.*

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction over the infringement action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

10. Fugro is subject to personal jurisdiction in this Court as evidenced by, *inter alia*, its presence in Texas and its systematic and continuous contacts with the State of Texas.

11. Upon information and belief, Fugro is also subject to personal jurisdiction in this Court because Fugro regularly sells products and services to customers within this District, and has also sold infringing products and services to customers within this District. For example, upon information and belief, the Fugro entities have offered for sale infringing products and services relying, at least in part, on equipment, services and/or support provided from this judicial district.

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

THE PATENTS

13. On February 10, 2004, the '038 patent, titled "Active Separation Tracking And Positioning System For Towed Seismic Arrays," was duly and legally issued to WesternGeco as assignee. WesternGeco is the current assignee of the '038 patent, and is the owner of the right to sue and to recover for any current or past infringement of that patent. A copy of the '038 patent is attached hereto as Exhibit A.

14. On August 23, 2005, the '017 patent, titled "Control System For Positioning Of Marine Seismic Streamers," was duly and legally issued to WesternGeco as assignee. WesternGeco is the current assignee of the '017 patent, and is the owner of the right to sue and to recover for any current or past infringement of that patent. A copy of the '017 patent is attached hereto as Exhibit B.

15. On July 25, 2006, the '607 patent, titled "Seismic Data Acquisition Equipment Control System," was duly and legally issued to WesternGeco as assignee. WesternGeco is the

current assignee of the '607 patent, and is the owner of the right to sue and to recover for any current or past infringement of that patent. A copy of the '607 patent is attached hereto as Exhibit C.

16. On January 16, 2007, the '967 patent, titled "Control System For Positioning Of Marine Seismic Streamers," was duly and legally issued to WesternGeco as assignee. WesternGeco is the current assignee of the '967 patent, and is the owner of the right to sue and to recover for any current or past infringement of that patent. A copy of the '967 patent is attached hereto as Exhibit D.

17. On November 13, 2007, the '520 patent, titled "Control System For Positioning Of A Marine Seismic Streamers," was duly and legally issued to WesternGeco as assignee. WesternGeco is the current assignee of the '520 patent, and is the owner of the right to sue and to recover for any current or past infringement of that patent. A copy of the '520 patent is attached hereto as Exhibit E.

FACTUAL BACKGROUND

18. Upon information and belief, Fugro operates as a single, world-wide, integrated company with substantial contacts in Houston, Texas.

19. For example, the Fugro entities share the same website, <http://www.fugro.com>. Upon information and belief, Fugro's website is accessible nationally and internationally, and is active in interstate commerce.

20. The 2009 Annual Report of Fugro N.V. states that "[e]ffective cooperation between [Fugro's] business units is promoted at various levels. . . . Capacity utilisation and cooperation are optimised through the exchange of equipment, employees and expertise between

the various activities . . . [and] [t]he integration of information systems and the utilisation of scale advantages enhance the service provided to clients."

21. For example, upon information and belief, the Fugro entities share overlapping directors and management with each other and with their parent, Fugro N.V.

22. Upon information and belief, Fugro conducts marine towed streamer surveys using, *inter alia*, ION Geophysical Corporation's ("ION's") DigiFIN and Compass Birds or DigiBIRD and/or Orca command and control software.

Fugro's Activities in the United States

23. Upon information and belief, "Fugro-Geoteam," a business or marketing brand encompassing some or all of the Fugro entities, has worldwide responsibility for marine seismic data acquisition services within Fugro.

24. According to a December 18, 2009 Request for Geological and Geophysical Permit (the "Request"), Fugro-Geoteam, Inc. has contracted with Statoil USA E&P, Inc. ("Statoil") to conduct "[g]eophysical data acquisition activities" for the collection of three-dimensional (3D) marine seismic data (the "planned marine seismic survey"). (Request, Plan of Operations, p. 1) A copy of the Request is attached hereto as Exhibit F.

25. The planned marine seismic survey will be conducted in the Chukchi Sea, near the coast of Alaska. (Ex. F at Plan of Operations, p. 1)

26. The planned marine seismic survey is scheduled to start on July 15, 2010 and end on November 30, 2010. (Ex. F at Plan of Operations, p. 3)

27. Fugro's services in conducting the marine seismic survey include providing a marine vessel and towing an "array of airgun and hydrophone streamers for data acquisition." (Ex. F at Plan of Operations, p. 1)

28. The M/V Geo Celtic, the seismic vessel being used for the marine seismic survey, is operated by Fugro-Geoteam AS and managed by Fugro Norway Marine Services AS. (Ex. F at Appx. A, p. 3) The survey will be conducted by Fugro-Geoteam, Inc. (*Id.* at Plan of Operations, p. 1)

29. The listed contact addresses for the Fugro entities for the planned marine seismic survey is "6100 Hillcroft" in Houston, Texas ("Fugro's Houston office"). (*Id.* at Appx. C, MMS Form 327, p. 6)

30. Fugro-Geoteam, Inc., Fugro, Inc., Fugro (USA), Inc., and Fugro GeoServices, Inc. are all located at Fugro's Houston office.

31. Upon information and belief, Fugro's planned marine seismic survey will utilize ION's DigiFIN, Compass Bird or DigiBIRD, DigiRANGE II, and Orca command and control software. According to the Request, Fugro's planned marine seismic survey achieves "[s]treamer control" and "[s]treamer positioning" through the use of, *inter alia*, these products and systems. (*Id.* at Appx. A, pp. 9, 11)

32. Upon information and belief, the Fugro entities have offered for sale products and services for Fugro's planned marine seismic survey relying, in part, on equipment, services and/or support provided from Fugro's Houston office.

COUNT I – INFRINGEMENT OF THE '038 PATENT

33. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-32 above.

34. Fugro has infringed the '038 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or supplying in or from the United States products and services relating to steerable streamers (including but not limited to products

and services incorporating DigiFIN and ORCA) and/or inducing and/or contributing to such conduct, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

35. Fugro does not have any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '038 patent.

36. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '038 patent.

37. Upon information and belief, Fugro has been aware of the '038 patent at all relevant times.

38. Upon information and belief, Fugro has willfully infringed the '038 patent. Fugro's willful infringement of the '038 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT II – INFRINGEMENT OF THE '017 PATENT

39. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-38 above.

40. Fugro has infringed the '017 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or supplying in or from the United States products and services relating to steerable streamers (including but not limited to products and services incorporating DigiFIN and ORCA) and/or inducing and/or contributing to such conduct, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

41. Fugro does not have any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '017 patent.

42. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '017 patent.

43. Upon information and belief, Fugro has been aware of the '017 patent at all relevant times.

44. Upon information and belief, Fugro has willfully infringed the '017 patent. Fugro's willful infringement of the '017 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT III – INFRINGEMENT OF THE '607 PATENT

45. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-44 above.

46. Fugro has infringed the '607 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or supplying in or from the United States products and services relating to steerable streamers (including but not limited to products and services incorporating DigiFIN and ORCA) and/or inducing and/or contributing to such conduct, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

47. Fugro does not have any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '607 patent.

48. WesternGeco, has at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '607 patent.

49. Upon information and belief, Fugro has been aware of the '607 patent at all relevant times.

50. Upon information and belief, Fugro has willfully infringed the '607 patent. Fugro's willful infringement of the '607 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT IV – INFRINGEMENT OF THE '967 PATENT

51. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-50 above.

52. Fugro has infringed the '967 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or supplying in or from the United States products and services relating to steerable streamers (including but not limited to products and services incorporating DigiFIN and ORCA) and/or inducing and/or contributing to such conduct, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

53. Fugro does not have any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '967 patent.

54. WesternGeco, has at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '967 patent.

55. Upon information and belief, Fugro has been aware of the '967 patent at all relevant times.

56. Upon information and belief, Fugro has willfully infringed the '967 patent. Fugro's willful infringement of the '967 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT V – INFRINGEMENT OF THE '520 PATENT

57. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-56 above.

58. Fugro has infringed the '520 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling and/or supplying in or from the United States products and services relating to steerable streamers (including but not limited to products

and services incorporating DigiFIN and ORCA) and/or inducing and/or contributing to such conduct, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

59. Fugro does not have any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '520 patent.

60. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '520 patent.

61. Upon information and belief, Fugro has been aware of the '520 patent at all relevant times.

62. Upon information and belief, Fugro has willfully infringed the '520 patent. Fugro's willful infringement of the '520 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WesternGeco prays for judgment:

- A. Adjudging that Defendant Fugro has infringed the '038 patent;
- B. Adjudging that Defendant Fugro has infringed the '017 patent;
- C. Adjudging that Defendant Fugro has infringed the '607 patent;
- D. Adjudging that Defendant Fugro has infringed the '967 patent;
- E. Adjudging that Defendant Fugro has infringed the '520 patent;
- F. Awarding WesternGeco damages adequate to compensate for Fugro's infringement of the '038 patent, the '017 patent, the '607 patent, the '967 patent, and the '520 patent, together with interest and costs as fixed by the Court;
- G. Adjudging that Fugro's infringement of the '038 patent, the '017 patent, the '607 patent, the '967 patent, and the '520 patent has been willful and trebling all damages awarded to WesternGeco for such infringement pursuant to 35 U.S.C. § 284;

