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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SEABOARD INTERNATIONAL, INC., Plaintiff, v. CAMERON INTERNATIONAL CORPORATION, Defendant.	Case No. COMPLAINT FOR PATENT INFRINGEMENT JURY TRIAL DEMANDED

Seaboard International, Inc. ("Seaboard"), for its complaint against Cameron International Corporation ("Cameron"), alleges as follows:

JURISDICTION AND VENUE

1. This action arises under the patent laws of the United States, Title 35, United States Code. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and § 1338(a).

2. Venue is proper pursuant to 28 U.S.C. §§ 1391(b) and 1400(b).

3. This district has a strong interest in the resolution of this suit. The invention claimed in the asserted patent—which is used during hydraulic fracturing or "fracing" operations—was conceived, reduced to practice, and commercialized in this district. The named inventors also reside in this district. According to published data on fracing after January 1, 2011, there are at least 700 fracing sites in California; the vast majority are located in this district.

PARTIES

4. Seaboard International, Inc. is a Texas corporation with a place of business at 3912 Gilmore Avenue, Bakersfield, California.

5. Cameron International Corporation is a Delaware corporation with a principal place of business at 1333 West Loop South, in Houston, Texas.

GENERAL ALLEGATIONS

6. Seaboard manufacturers wellhead and pressure control equipment. In 2007, Seaboard acquired Duhn Oil Tool, Inc., a family-owned, California company based in Bakersfield, California since 1975. Duhn designed and manufactured wellhead devices protected by a dozen patents, including several patents protecting a tool used to protect wellhead equipment during fracing operations when abrasive material is introduced at extremely high pressure to create new pathways for hydrocarbon extraction.

7. Cameron is a global supplier of flow equipment products, systems, and services to oil, gas, and process industries. Among other products, Cameron sells and installs products used in fracing operations.

FIRST CLAIM FOR RELIEF

8. On December 18, 2012, the United States Patent and Trademark Office duly and legally issued United States Patent No. 8,333,237, entitled "Wellhead Isolation Tool and Wellhead Assembly Incorporating the Same." A true and correct copy of the '237 patent is attached as Exhibit 1.

9. Seaboard is the owner by assignment of all rights, title and interest in and to the '237 patent and possesses all rights of recovery under the '237 patent, including the right to recover damages for past infringement.

10. Cameron has infringed and continues to directly infringe, literally or under the doctrine of equivalents, the '237 patent by making, using, offering for sale, importing and/or selling tools that fall within the scope of at least one claim of the '237 patent, including its "Time Saver Wellhead" system.

11. Cameron has induced and/or contributed to infringement of the '237 patent by others. In particular, with knowledge of the '237 patent and a specific intent to induce infringement of the '237 patent, Cameron has encouraged and continues to encourage acts that infringe the '237 patent.

12. Cameron has actual knowledge of the '237 patent and knows that its activities constitute infringement of the '237 patent or has acted despite an objectively high likelihood that its actions constitute infringement of the '237 patent. This risk is either known or should have been known to Cameron. Moreover, Cameron willfully copied the commercial embodiment of the invention claimed in the '237 patent. As such, Cameron's infringement has been and continues to be willful and deliberate.

13. Seaboard has no adequate remedy at law for the injury caused by Cameron's infringement of the '237 patent. As a result of Cameron's infringement, Seaboard has suffered and will continue to suffer irreparable harm unless an injunction is issued against Cameron's infringement.

14. As a result of Cameron's infringement of the '237 patent, Seaboard has suffered and will continue to suffer damage in an amount to be determined at trial.

Seaboard is entitled to compensation for such damage pursuant to 35 U.S.C. § 284. Additionally, because Cameron knowingly and willfully infringed the '237 patent, any damages awarded should be trebled pursuant to 35 U.S.C. § 284.

15. This is an exceptional case justifying an award of reasonable attorney fees pursuant to 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, Seaboard prays for the following relief:

A. for a judgment that Cameron has infringed the '237 patent;

B. for a judgment that Cameron's infringement of the '237 has been willful;

C. for damages resulting from Defendant's infringement, and the trebling of such damages because of the willful nature of Cameron's infringement;

D. for preliminary and permanent injunctive relief enjoining infringement of the '237 patent by Cameron, its officers, directors, shareholders, agents, servants, employees, and all other entities and individuals acting in concert with them or on their behalf;

E. for an order awarding prejudgment and postjudgment interest;

F. for a declaration that this is an exceptional case under 35 U.S.C. § 285 and an award of reasonable attorney fees; and

G. for such other and further relief as the Court deems just and equitable.

DEMAND FOR JURY TRIAL

Seaboard demands a trial by jury of all issues triable of right before a jury.

Dated: February 26, 2013

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