

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

WESTERNGECO L.L.C.,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 14-cv-03118
)	
MULTI KLIENT INVEST AS,)	JURY TRIAL DEMANDED
PETROLEUM GEO-SERVICES, INC.,)	
and PGS GEOPHYSICAL AS)	
)	
Defendants.)	

FIRST AMENDED COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff WesternGeco L.L.C., for its Complaint against Defendants Multi Klient Invest AS, Petroleum Geo-Services, Inc., and PGS Geophysical AS (collectively, “PGS”) 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, Defendant Multi Klient Invest AS (“Multi Klient”) is a Norwegian corporation having a principal place of business at Lillearerveien 4C, P.O. Box 251, Lillearer, Oslo, Norway 0216 and an office in Houston, Texas.

3. Upon information and belief, Defendant Petroleum Geo-Services, Inc. (“PGS Inc.”) is a Delaware corporation having a principal place of business at 15150 Memorial Drive, Houston, Texas 77079, having an agent for service of process registered with the Texas Secretary of State’s office.

4. Upon information and belief, Defendant PGS Geophysical AS (“PGS AS”) is a Norwegian corporation having a principal place of business at Strandveien 4, P.O. Box 290, N-1326, Lysaker, Norway, and an office in Houston, Texas.

5. Upon information and belief, Multi Klient, PGS Inc., and PGS AS are wholly owned subsidiaries of Petroleum Geo-Services ASA and coordinate their business activities and cooperate regarding the subject matter of this Complaint, as set forth below.

NATURE OF THE ACTION

6. This is a civil action for the willful infringement of United States Patent Nos. 5,924,049 (the ’049 patent), 6,545,944 (the ’944 patent), 6,671,223 (the ’223 patent), 7,822,552 (the ’552 patent), 7,293,520 (the ’520 patent), 7,080,607 (the ’607 patent), and 7,162,967 (the ’967 patent) (collectively, “the Patents-in-Suit”). This action arises under the Patent Laws of the United States, 35 U.S.C. § 1, *et seq.*

JURISDICTION AND VENUE

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

8. Multi Klient, PGS Inc., and PGS AS are subject to personal jurisdiction in this Court as evidenced by, *inter alia*, their presence in Texas and their systematic and continuous contacts with the State of Texas. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have an active business presence in this district.

9. Upon information and belief, PGS uses and/or maintains a website: <http://www.pgs.com>. Upon information and belief, this website is accessible nationally and internationally, and is active in interstate commerce. This website touts and advertises the products, components and services accused of infringement in this Complaint. Upon information

and belief, Multi Klient, PGS Inc., and PGS AS intend for customers and potential customers within this judicial district to access this website and purchase PGS products and services. This website additionally lists major U.S. offices and career opportunities in Houston and Austin.

10. Upon information and belief, Multi Klient, PGS Inc., and PGS AS are additionally subject to personal jurisdiction in this Court due to their specific activities in the State of Texas relating to the supply, marketing, selling, and performance of products and services, and components thereof, that infringe the Patents-in-Suit as alleged and stated within this section and throughout this Complaint.

11. Upon information and belief, Multi Klient, PGS Inc., and PGS AS regularly market and advertise products and services that infringe the Patents-in-Suit to customers within this District. Upon information and belief, Multi Klient, PGS Inc., and PGS AS employ, and/or rely on marketing and sales personnel within this judicial district in connection with promoting their commercial interests, including but not limited to the sales of products and services that infringe the Patents-in-Suit.

12. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have attended and plan to attend conferences and trade shows within this judicial district to promote their commercial interests, including but not limited to the sales of products and services that infringe the Patents-in-Suit. Upon information and belief, PGS exhibited at the 2013 Society of Exploration Geophysicists International Exposition and Annual Meeting (“SEG annual meeting”), that took place in Houston, Texas in September 2013, in order to promote, *inter alia*, products and services incorporating eBird, GeoSource and/or Simultaneous Long Offset (“SLO”) acquisition and/or other simultaneous source acquisitions which infringe WesternGeco’s Patents-in-Suit. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have attended and

exhibited at prior SEG annual meetings, including those within this judicial district, in order to promote, *inter alia*, products and services incorporating eBird, GeoSource and/or SLO acquisition and/or other simultaneous source acquisitions which infringe WesternGeco's Patents-in-Suit.

13. Upon information and belief, PGS has performed marine seismic surveys using products and methods that infringe WesternGeco's Patents-in-Suit within the United States Exclusive Economic Zone ("EEZ") relying on ports, offices, and business operations within this judicial district and using components supplied from this judicial district.

14. For example, on June 20, 2014 Multi Klient applied for a permit from the United States Bureau of Energy Management ("BOEM") to perform an infringing marine seismic survey offshore Texas. That application discloses a Houston-area telephone number and Houston-based employee for Multi Klient, that PGS will conduct the survey from 15150 Memorial Drive, Houston, Texas, and that the vessel(s) will operate from Freeport, Texas. The expected commencement date was listed as August 1, 2014 and the expected completion date as July 30, 2015.

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

THE PATENTS

16. On July 13, 1999, the '049 patent, titled "Methods for Acquiring and Processing Seismic Data," was duly and legally issued to Western Atlas International, Inc. ("Western Atlas") as assignee. Western Atlas duly and legally assigned the '049 patent to WesternGeco on September 14, 2001. The '049 patent teaches and claims, *e.g.*, methods for acquiring seismic data from seismic sources activated simultaneously or near simultaneously as well as processing

that data. This patented “simultaneous shooting” approach provides significant benefits, including allowing surveying companies to produce better seismic data in a shorter amount of time. WesternGeco is the current assignee of the ’049 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 ’049 patent is attached hereto as Exhibit A.

17. On April 8, 2003, the ’944 patent, titled “Method for Acquiring and Processing of Data from Two or More Simultaneously Fired Sources,” was duly and legally issued to WesternGeco as assignee. The ’944 patent teaches and claims, *e.g.*, methods for conducting seismic surveys by simultaneously shooting impulsive sources and processing the data to create source recordings with data responsive to each individual seismic source. This patented technology enables significant benefits and, *e.g.*, allows for more efficient and cost-effective seismic data acquisition at a denser grid of surface locations. WesternGeco is the current assignee of the ’944 patent, and is the owner of the right to sue and recover for any current or past infringement of that patent. A copy of the ’944 patent is attached hereto as Exhibit B.

18. On December 30, 2003, the ’223 patent, titled “Control Devices for Controlling the Position of a Marine Seismic Streamer,” was duly and legally issued to WesternGeco as assignee. A reexamination certificate for the ’223 patent issued on May 12, 2009. The ’223 patent teaches and claims, *e.g.*, devices for controlling the position of a marine seismic streamer using independent “wings” that project outwardly from the body of the device. The devices help prevent streamer tangling and mitigate the adverse effects of currents on survey efficiency. WesternGeco is the current assignee of the ’223 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 ’223 patent is attached

as Exhibit C. A copy of the reexamination certificate for the '223 patent is attached as Exhibit D.

19. On October 26, 2010, the '552 patent, titled "Control Devices for Controlling the Position of a Marine Seismic Streamer," was duly and legally issued to WesternGeco as assignee. The '552 patent teaches and claims, *e.g.*, methods for controlling the position of a marine seismic streamer using a control device with independent "wings" that project outwardly from the body of the device. These methods help prevent streamer tangling and mitigate the adverse effects of currents on survey efficiency. WesternGeco is the current assignee of the '552 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 '552 patent is attached as Exhibit E.

20. 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. The '520 patent teaches and claims, *e.g.*, control systems and streamer positioning devices for a variety of steering modes in marine seismic surveys. These steering modes enable sophisticated geophysical exploration for natural resources, promote efficiency and efficacy of seismic surveys, and improve the safety of those operations. 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 F.

21. On July 25, 2006, the '607 patent, titled "Seismic Data Acquisition Equipment Control System," was duly and legally issued to WesternGeco as assignee. The '607 patent teaches and claims, *e.g.*, prediction and control units for use with streamer positioning devices to dynamically manage measurements and commands for lateral steering. This prediction and control allows operators to overcome the limitations of mis-measurements and signal latency

across the many square miles of a marine seismic survey. 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 G.

22. 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. The '967 patent teaches and claims, *e.g.*, a steering system apportioned between a shipboard global control system and local control systems on streamer positioning devices spread out across a seismic array. This distributed control balances the measurement, computing power and communication requirements across the various components of the marine seismic vessel and array to improve steering. 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 H.

PGS AND ACCUSED TECHNOLOGY

23. Upon information and belief, PGS competes with WesternGeco to market and perform marine seismic surveys and to sell the resulting data to customers.

24. Upon information and belief, Multi Klient commissions and participates in these PGS marine seismic surveys to obtain data to sell to customers. For example, Multi Klient has applied for several BOEM permits, commissioning PGS Inc. and/or PGS AS as the service company and listing itself as the recipient of the data. Upon information and belief, Multi Klient markets and sells the data received from such surveys to customers.

25. Upon information and belief, PGS Inc. performs and contributes to marine seismic surveys, and provides support for surveying operations, including offices and facilities. Upon information and belief, PGS AS operates vessels and supplies equipment used to conduct

marine seismic surveys that utilize eBird, GeoSource and/or SLO acquisition and other simultaneous source acquisitions. For example, PGS has been listed as the service company on multiple applications for BOEM permits filed by Multi Klient and, upon information and belief, PGS has conducted and continues to conduct marine seismic surveys within the Gulf of Mexico and EEZ under the trade name “Triton” that infringe the Patents-in-Suit, as set forth herein.

26. Upon information and belief, the eBird is a device that uses independently-controlled wings to provide for lateral and horizontal steering of marine seismic streamers to allow for, *e.g.*, more efficient control of the streamers during a marine seismic survey. Upon information and belief, PGS’ use of the eBird infringes the ’223, ’552, ’520, ’607, and ’967 patents, as set forth below.

27. Upon information and belief, GeoSource is a staggered source comprised of “two sources fired at different depths.” The “sub-sources” at different depths are fired with a time delay between their activations. Upon information and belief, PGS’ use of GeoSource infringes the ’944 patent, as set forth below.

28. Upon information and belief, GeoStreamer surveys within the Gulf of Mexico and EEZ incorporate eBird and GeoSource. The PGS 2011 Annual Report states that the “GeoStreamer steering system, [is] called eBird.” PGS’ website notes that “GeoStreamer GS uses a time and depth-distributed source technology (GeoSource).” PGS’ website also states that GeoStreamer GS was launched in 2011.

29. Upon information and belief, SLO acquisition involves the simultaneous or near-simultaneous shooting of multiple spaced-apart seismic sources, such as airguns. Upon information and belief, the simultaneous shooting data acquired via the SLO method is separated to produce data responsive to each source used. Upon information and belief, PGS’ use of SLO

acquisition and other simultaneous source acquisitions infringe the '049 and '944 patents, as set forth below.

30. Upon information and belief, PGS, including but not limited to Multi Klient, has applied for multiple BOEM permits that correspond to seismic surveying activity that was part of the Triton survey(s). These permits note the use of five total vessels and include maps showing the "Operational Area" within the Gulf of Mexico and EEZ, including United States-leased blocks within the Garden Banks and Keathley Canyon.

31. Upon information and belief, conducting marine seismic surveys within the Garden Banks and Keathley Canyon, as well as other portions of the Gulf of Mexico, requires authorization from the United States Department of the Interior. Upon information and belief, BOEM, which is a division of the United States Department of the Interior, must issue a permit authorizing any geophysical exploration for mineral resources in these areas. Upon information and belief, PGS applied for multiple BOEM permits corresponding to seismic surveying activity that was part of the Triton survey(s) in order to comply with U.S. law governing seismic surveys in these areas.

32. Upon information and belief, PGS has been aware of the '049 and '944 patents since at least January 8, 2008, when counsel for WesternGeco contacted counsel for PGS regarding these patents.

33. Upon information and belief, PGS has been aware of the '520, '607 and '967 at all relevant times through its subsequent employment of a former-WesternGeco engineer and co-inventor of those patents, and his role in the development and launch of PGS' infringing products and services. Additionally, PGS has been aware of the '520, '607 and '967 patents since at least December 8, 2009, when counsel for WesternGeco contacted counsel for PGS regarding these

patents. Upon information and belief, PGS has additionally been aware of the '223 and '552 patents at all relevant times through its employment of multiple former-WesternGeco engineers familiar with those patents and as evidenced by PGS' citation of those patents to the United States Patent & Trademark Office as relevant to PGS' accused technology.

34. Upon information and belief, from its knowledge of the Patents-in-Suit and its knowledge of eBird, GeoSource, and SLO acquisition and other PGS simultaneous source acquisitions, PGS knew or should have known it was infringing the Patents-in-Suit as set forth below.

COUNT I - INFRINGEMENT OF THE '049 PATENT

35. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-34 above.

36. Multi Klient, PGS Inc., and PGS AS have infringed the '049 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States products and services incorporating SLO acquisition and/or other simultaneous source acquisitions, and/or inducing and/or contributing to such conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

37. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '049 patent in violation of at least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '049 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not direct infringers under § 271(a), they contributed to and/or induced such infringement under

§ 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

38. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '049 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has alleged in other proceedings, that "data products, including potentially large volumes of recorded seismic data" are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

39. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '049 patent.

40. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '049 patent.

41. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '049 patent at all relevant times. Their actions as set forth herein raised an objectively high risk of infringing WesternGeco's '049 patent, and they were aware or should have been aware of this risk.

42. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '049 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '049 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT II - INFRINGEMENT OF THE '944 PATENT

43. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-42 above.

44. Multi Klient, PGS Inc., and PGS AS have infringed the '944 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States products and services incorporating GeoSource or components thereof, SLO acquisition and/or other simultaneous source acquisitions, and/or inducing and/or contributing to such conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

45. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '944 patent in violation of at least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '944 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not direct infringers under § 271(a), they contributed to and/or induced such infringement under § 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

46. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '944 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has alleged in other proceedings, that "data products, including potentially large volumes of recorded seismic data" are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

47. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '944 patent.

48. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '944 patent.

49. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '944 patent at all relevant times. Their actions as set forth herein raised an objectively high risk of infringing WesternGeco's '944 patent, and they were aware or should have been aware of this risk.

50. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '944 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '944 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT III - INFRINGEMENT OF THE '223 PATENT

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

52. Multi Klient, PGS Inc., and PGS AS have infringed the '223 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States and EEZ products and services incorporating eBird—or components thereof—and/or inducing and/or contributing to such conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

53. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '223 patent in violation of at least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '223 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not

direct infringers under § 271(a), they contributed to and/or induced such infringement under § 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

54. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '223 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has alleged in other proceedings, that "data products, including potentially large volumes of recorded seismic data" are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

55. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '223 patent.

56. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '223 patent.

57. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '223 patent at all relevant times. Their actions as set forth herein raised an objectively high risk of infringing WesternGeco's '223 patent, and they were aware or should have been aware of this risk.

58. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '223 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '223 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT IV - INFRINGEMENT OF THE '552 PATENT

59. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-58 above.

60. Multi Klient, PGS Inc., and PGS AS have infringed the '552 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States and EEZ products and services incorporating eBird—or components thereof—and/or inducing and/or contributing to such conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

61. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '552 patent in violation of at least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '223 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not direct infringers under § 271(a), they contributed to and/or induced such infringement under § 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

62. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '552 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has alleged in other proceedings, that “data products, including potentially large volumes of recorded seismic data” are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

63. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '552 patent.

64. WesternGeco has, at all relevant times, complied with the notice provisions of 35 U.S.C. § 287(a) with respect to the '552 patent.

65. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '552 patent at all relevant times. Their actions as set forth herein raised an objectively high risk of infringing WesternGeco's '552 patent, and they were aware or should have been aware of this risk.

66. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '552 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '552 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT V - INFRINGEMENT OF THE '520 PATENT

67. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-66 above.

68. Multi Klient, PGS Inc., and PGS AS have infringed the '520 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States and EEZ products and services incorporating eBird—or components thereof—and/or inducing and/or contributing to such conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

69. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '520 patent in violation of at

least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '520 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not direct infringers under § 271(a), they contributed to and/or induced such infringement under § 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

70. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '520 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has alleged in other proceedings, that "data products, including potentially large volumes of recorded seismic data" are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

71. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '520 patent.

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

73. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '520 patent at all relevant times. Their actions as set forth herein raised an objectively high risk of infringing WesternGeco's '520 patent, and they were aware or should have been aware of this risk.

74. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '520 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '520 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT VI - INFRINGEMENT OF THE '607 PATENT

75. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-74 above.

76. Multi Klient, PGS Inc., and PGS AS have infringed the '607 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States and EEZ products and services incorporating eBird—or components thereof—and/or inducing and/or contributing to such conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

77. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '607 patent in violation of at least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '607 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not direct infringers under § 271(a), they contributed to and/or induced such infringement under § 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

78. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '607 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has

alleged in other proceedings, that “data products, including potentially large volumes of recorded seismic data” are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

79. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '607 patent.

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

81. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '607 patent at all relevant times. Their actions as set forth herein raised an objectively high risk of infringing WesternGeco's '607 patent, and they were aware or should have been aware of this risk.

82. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '607 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '607 patent renders this an exceptional case pursuant to 35 U.S.C. § 285.

COUNT VII - INFRINGEMENT OF THE '967 PATENT

83. WesternGeco repeats and incorporates by reference the allegations set forth in paragraphs 1-82 above.

84. Multi Klient, PGS Inc., and PGS AS have infringed the '967 patent, literally and/or under the doctrine of equivalents, by making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States and EEZ products and services incorporating eBird—or components thereof—and/or inducing and/or contributing to such

conduct by each other and/or other PGS entities, without authority and in violation of 35 U.S.C. § 271(a), (b), (c) and/or (f).

85. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have performed within the EEZ marine seismic surveys covered by the '967 patent in violation of at least 35 U.S.C. § 271(a). For example, the Triton FAZ Survey conducted by Multi Klient, PGS Inc., and PGS AS commenced in November 2013 and is covered by the '967 patent in violation of at least 35 U.S.C. § 271(a). To the extent any of Multi Klient, PGS Inc. or PGS AS are not direct infringers under § 271(a), they contributed to and/or induced such infringement under § 271(b) and/or (c). For example, they have induced and contributed to each other's conduct regarding the Triton survey(s) as set forth in PGS' permit applications and as alleged herein.

86. Upon information and belief, Multi Klient, PGS Inc., and PGS AS imported, offered to sell, sold, or used products within the United States which were made by the method patented in the '967 patent in violation of at least 35 U.S.C. § 271(g). For example, PGS has alleged in other proceedings, that "data products, including potentially large volumes of recorded seismic data" are covered by § 271(g). To the extent PGS is correct, its importation of seismic data and products generated by the patented methods infringe under § 271(g).

87. None of Multi Klient, PGS Inc., or PGS AS has any license or other authority from WesternGeco or any other person or entity to practice the subject matter claimed by the '967 patent.

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

89. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have been aware of the '967 patent at all relevant times. Their actions as set forth herein raised an

objectively high risk of infringing WesternGeco's '967 patent, and they were aware or should have been aware of this risk.

90. Upon information and belief, Multi Klient, PGS Inc., and PGS AS have willfully infringed the '967 patent. Multi Klient's, PGS Inc.'s, and PGS AS's willful infringement of the '967 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 Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '049 patent;

B. Adjudging that Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '944 patent;

C. Adjudging that Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '223 patent;

D. Adjudging that Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '552 patent;

E. Adjudging that Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '520 patent;

F. Adjudging that Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '607 patent;

G. Adjudging that Defendants Multi Klient, PGS Inc., and PGS AS have infringed the '967 patent;

H. Awarding WesternGeco damages adequate to compensate for Multi Klient's, PGS Inc.'s, and PGS AS's infringement of the '049 patent, the '944 patent,

the '223 patent, the '552 patent, the '520 patent, the '607 patent, and the '967 patent, together with interest and costs as fixed by the Court;

I. Adjudging that Multi Klient's, PGS Inc.'s, and PGS AS's infringement of the '049 patent, the '944 patent, the '223 patent, the '552 patent, the '520 patent, the '607 patent, and the '967 patent has been willful and trebling all damages awarded to WesternGeco for such infringement pursuant to 35 U.S.C. § 284;

J. Enjoining Multi Klient, PGS Inc., and PGS AS, and any of their agents or related entities, from making, using, offering to sell, selling, supplying and/or causing to be supplied in or from the United States products and services that practice the subject matter of the '049 patent, the '944 patent, the '223 patent, the '552 patent, the '520 patent, the '607 patent, and the '967 patent pursuant to 35 U.S.C. § 283;

K. Enjoining Multi Klient, PGS Inc., and PGS AS, and any of their agents or related entities, from making, using, offering to sell, selling and/or supplying in or from the United States components of systems or methods that practice, or otherwise aiding or inducing Geo's customers or other persons or entities to practice, the subject matter of the '049 patent, the '944 patent, the '223 patent, the '552 patent, the '520 patent, the '607 patent, and the '967 patent pursuant to 35 U.S.C. § 283;

L. Declaring this case to be exceptional within the meaning of 35 U.S.C. § 285 and awarding WesternGeco the attorney fees, costs and expenses it incurs in this action; and

M. Awarding WesternGeco such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff WesternGeco hereby demands a trial by jury for all the issues so triable.

Dated: January 23, 2015

By: /s/ Lee L. Kaplan

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument has been forwarded to all counsel of record pursuant to Federal Rules of Civil Procedure on the 23rd day of January, 2015.

/s/ Lee L. Kaplan