

**U.S. District Court
SOUTHERN DISTRICT OF TEXAS (Houston)
CIVIL DOCKET FOR CASE #: 4:22-cv-00965**

C&M Oilfield Rentals, LLC v. Ensign US Southern Drilling
LLC et al

Assigned to: Judge Andrew S Hanen
Referred to: Magistrate Judge Sam S Sheldon
Cause: 35:271 Patent Infringement

Date Filed: 03/24/2022

Jury Demand: None

Nature of Suit: 830 Patent

Jurisdiction: Federal Question

Plaintiff

C&M Oilfield Rentals, LLC
doing business as
C-MOR Energy Services

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V.

Defendant

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Defendant

Ensign Energy Services Inc.
TERMINATED: 05/25/2022

represented by **Neil D Kelly**
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ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
03/24/2022	<u>1</u>	COMPLAINT against Ensign Energy Services Inc., Ensign US Southern Drilling LLC (Filing fee \$ 402 receipt number ATXSDC-27931537) filed by C&M Oilfield Rentals, LLC d/b/a C-MOR Energy Services. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Exhibit 5, # <u>6</u> Civil Cover Sheet)(Stradley, Susan) (Entered: 03/24/2022)
03/24/2022	<u>2</u>	CORPORATE DISCLOSURE STATEMENT by C&M Oilfield Rentals, LLC d/b/a C-MOR Energy Services identifying JCA Rentals, LLC as Corporate Parent, filed.(Stradley, Susan) (Entered: 03/24/2022)
03/24/2022	<u>3</u>	NOTICE Form AO-120 Filing Patent Action re: <u>1</u> Complaint, by C&M Oilfield Rentals, LLC d/b/a C-MOR Energy Services, filed. (Stradley, Susan) (Entered: 03/24/2022)
03/24/2022	<u>4</u>	Request for Issuance of Summons as to Ensign US Southern Drilling LLC, filed.(Stradley, Susan) (Entered: 03/24/2022)
03/24/2022	<u>5</u>	Request for Issuance of Summons as to Ensign Energy Services Inc., filed.(Stradley, Susan) (Entered: 03/24/2022)
03/25/2022	<u>6</u>	ORDER for Initial Pretrial and Scheduling Conference and Order to Disclose Interested Persons. Initial Conference set for 9/1/2022 at 10:50 AM in Courtroom 700 before Magistrate Judge Sam S Sheldon. (Signed by Judge Andrew S Hanen) Parties notified.(BrandisIsom, 4) (Entered: 03/25/2022)
03/25/2022	<u>7</u>	US Patent and Trademark Office Notified. AO 120, filed. (Attachments: # <u>1</u> Complaint) (BrandisIsom, 4) (Entered: 03/25/2022)
03/25/2022	<u>8</u>	Summons Issued as to Ensign Energy Services Inc., Ensign US Southern Drilling LLC. Issued summons delivered to plaintiff by NEF, filed. (Attachments: # <u>1</u> Summons)(ShannonHolden, 4) (Entered: 03/25/2022)

04/05/2022	<u>9</u>	RETURN of Service of SUMMONS Executed as to Ensign Energy Services Inc. served on 4/1/2022, answer due 4/22/2022, filed.(Stradley, Susan) (Entered: 04/05/2022)
04/05/2022	<u>10</u>	RETURN of Service of SUMMONS Executed as to Ensign US Southern Drilling LLC served on 4/1/2022, answer due 4/22/2022, filed.(Stradley, Susan) (Entered: 04/05/2022)
04/11/2022	<u>11</u>	CERTIFICATE OF INTERESTED PARTIES by C&M Oilfield Rentals, LLC, filed.(Stradley, Susan) (Entered: 04/11/2022)
04/19/2022	<u>12</u>	STIPULATION re: Joint Stipulated Order to Extend Time to Respond to Plaintiff's Complaint by Ensign Energy Services Inc., Ensign US Southern Drilling LLC, filed.(Kelly, Neil) (Entered: 04/19/2022)
04/22/2022	<u>13</u>	ORDER granting <u>12</u> Joint Stipulated Order to Extend Time to Respond to Plaintiff's Complaint. Defendants' response to Plaintiff's Complaint is May 6, 2022. (Signed by Judge Andrew S Hanen) Parties notified.(jdav, 4) (Entered: 04/22/2022)
05/06/2022	<u>14</u>	CERTIFICATE OF INTERESTED PARTIES by Ensign Energy Services Inc., Ensign US Southern Drilling LLC, filed.(Kelly, Neil) (Entered: 05/06/2022)
05/06/2022	<u>15</u>	MOTION to Dismiss by Ensign Energy Services Inc., Ensign US Southern Drilling LLC, filed. Motion Docket Date 5/27/2022. (Attachments: # <u>1</u> Exhibit 1, # <u>2</u> Exhibit 2, # <u>3</u> Exhibit 3, # <u>4</u> Exhibit 4, # <u>5</u> Proposed Order)(Kelly, Neil) (Entered: 05/06/2022)
05/20/2022	<u>16</u>	NOTICE of Dismissal as to Ensign Energy Services Inc. by C&M Oilfield Rentals, LLC, filed. (Stradley, Susan) (Entered: 05/20/2022)
05/20/2022	<u>17</u>	First AMENDED COMPLAINT with JURY DEMAND against Ensign US Southern Drilling LLC filed by C&M Oilfield Rentals, LLC. Related document: <u>1</u> Complaint, filed by C&M Oilfield Rentals, LLC. (Attachments: # <u>1</u> Exhibit Exh 1, # <u>2</u> Exhibit Exh 2, # <u>3</u> Exhibit Exh 3, # <u>4</u> Exhibit Exh 4, # <u>5</u> Exhibit Exh 5)(Stradley, Susan) (Entered: 05/20/2022)
05/25/2022	<u>18</u>	ORDER OF DISMISSAL as to Ensign Energy Services Inc. Claims remain pending against Defendant Ensign US southern Drilling LLC. (Signed by Judge Andrew S Hanen) Parties notified.(rhawkins) (Entered: 05/25/2022)
06/03/2022	<u>19</u>	ANSWER to <u>17</u> Amended Complaint/Counterclaim/Crossclaim etc., by Ensign US Southern Drilling LLC, filed.(Kelly, Neil) (Entered: 06/03/2022)
06/24/2022	<u>20</u>	MOTION to Strike <i>Defendant's Affirmative Defense of Invalidity</i> by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 7/15/2022. (Attachments: # <u>1</u> Proposed Order)(Stradley, Susan) (Entered: 06/24/2022)
07/14/2022	<u>21</u>	AMENDED ANSWER to <u>17</u> Amended Complaint/Counterclaim/Crossclaim etc., by Ensign US Southern Drilling LLC, filed. (Attachments: # <u>1</u> Exhibit 1)(Kelly, Neil) (Entered: 07/14/2022)
07/14/2022	<u>22</u>	RESPONSE to <u>20</u> MOTION to Strike <i>Defendant's Affirmative Defense of Invalidity</i> filed by Ensign US Southern Drilling LLC. (Attachments: # <u>1</u> Proposed Order)(Kelly, Neil) (Entered: 07/14/2022)
07/25/2022	<u>23</u>	REPLY in Support of <u>20</u> MOTION to Strike <i>Defendant's Affirmative Defense of Invalidity</i> , filed by C&M Oilfield Rentals, LLC. (Stradley, Susan) (Entered: 07/25/2022)
07/29/2022	<u>24</u>	NOTICE of Resetting re: <u>6</u> Order for Initial Conference – FORM,. Parties notified. Initial Conference reset for 9/1/2022 at 10:50 AM in by video before Magistrate Judge Sam S Sheldon, filed. (JessicaVillarreal, 3) (Entered: 07/29/2022)
08/04/2022	<u>25</u>	NOTICE of Appearance by Elizabeth M. Chiaviello on behalf of C&M Oilfield Rentals, LLC, filed. (Chiaviello, Elizabeth) (Entered: 08/04/2022)
08/04/2022	<u>26</u>	MOTION for Eugene Hwangbo to Appear Pro Hac Vice by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 8/25/2022. (Chiaviello, Elizabeth) (Entered: 08/04/2022)

08/04/2022	<u>27</u>	MOTION for Jason White to Appear Pro Hac Vice by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 8/25/2022. (Chiaviello, Elizabeth) (Entered: 08/04/2022)
08/04/2022	<u>28</u>	MOTION for Karen Fowler to Appear Pro Hac Vice by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 8/25/2022. (Chiaviello, Elizabeth) (Entered: 08/04/2022)
08/04/2022	<u>29</u>	NOTICE of Appearance by Greg L. Porter on behalf of Ensign US Southern Drilling LLC, filed. (Porter, Gregory) (Entered: 08/04/2022)
08/05/2022	<u>30</u>	ORDER granting <u>27</u> Motion for Jason C. White to Appear Pro Hac Vice Note: Instructions to request Texas Southern CM/ECF registration through PACER are found <u>here</u>. (Signed by Judge Andrew S Hanen) Parties notified.(jdav, 4) (Entered: 08/05/2022)
08/05/2022	<u>31</u>	ORDER granting <u>26</u> Motion for Eugene S. Hwangbo to Appear Pro Hac Vice Note: Instructions to request Texas Southern CM/ECF registration through PACER are found <u>here</u>. (Signed by Judge Andrew S Hanen) Parties notified.(jdav, 4) (Entered: 08/05/2022)
08/05/2022	<u>32</u>	ORDER granting <u>28</u> Motion for Karon N. Fowler to Appear Pro Hac Vice Note: Instructions to request Texas Southern CM/ECF registration through PACER are found <u>here</u>. (Signed by Judge Andrew S Hanen) Parties notified.(jdav, 4) (Entered: 08/05/2022)
08/12/2022		***Set/Reset Deadlines/Hearings: Initial Conference reset for 9/1/2022 at 10:30 AM in by video before Magistrate Judge Sam S Sheldon (sjones, 4) (Entered: 08/12/2022)
08/18/2022	<u>33</u>	JOINT DISCOVERY/CASE MANAGEMENT PLAN by C&M Oilfield Rentals, LLC, filed. (Attachments: # <u>1</u> Exhibit A (Proposed Scheduling Order), # <u>2</u> Exhibit B (Proposed Protective Order))(Stradley, Susan) (Entered: 08/18/2022)
09/01/2022	<u>34</u>	MINUTE ENTRY ORDER: The Court conducted the Initial Conference and entered a Scheduling Order. Appearances: Susan Stradley, Jason C White, Karon N Fowler, Neil D Kelly. Ct Reporter: ERO. Digital Number: 10:28–10:30AM.(Signed by Magistrate Judge Sam S Sheldon) Parties notified.(sjones, 4) (Entered: 09/01/2022)
09/01/2022	<u>35</u>	PATENT CASE SCHEDULING ORDER and Scope of Permissible Discovery Compliance with PR 3–1 and PR 3–2 due by 11/15/2022 Compliance with PR 3–3 due by 1/12/2023 Compliance with PR 4–1 due by 1/26/2023 Compliance with PR 4–2 due by 2/16/2023 Compliance with PR 4–3 due by 3/16/2023 Amended Pleadings due by 3/16/2023. Discovery – Claim Construction due by 3/30/2023 Written Tutorials due by 4/6/2023 Compliance with PR 4–5(a) due by 4/20/2023 Claim Construction Chart due by 6/15/2023 Markman Hearing set for 6/22/2023 at 10:00 AM at Courtroom 9C before Judge Andrew S Hanen Decision on Claim Construction due by 8/3/2023 Final Infringement Contentions due by 12/19/2023 Final Invalidity Contentions due by 1/17/2024 Pltf Expert Report due by 3/6/2024. Deft Expert Report due by 4/3/2024. Discovery due by 12/19/2023. Dispositive Motion Filing due by 6/5/2024. Non–Dispositive Motion Filing due by 6/5/2024. Joint Pretrial Order due by 12/2/2024. Jury Trial set for 1/21/2025 at 09:00 AM in Courtroom 9C before Judge Andrew S Hanen(Signed by Magistrate Judge Sam S Sheldon) Parties notified.(sjones, 4) (Entered: 09/01/2022)
09/01/2022		***Set/Reset Deadlines/Hearings: Final Pretrial Conference set for 1/6/2025 at 01:30 PM in Courtroom 9C before Judge Andrew S Hanen (sjones, 4) (Entered: 09/01/2022)
09/07/2022	<u>36</u>	PROTECTIVE ORDER (Signed by Judge Andrew S Hanen) Parties notified.(rhawkins) (Entered: 09/07/2022)
11/11/2022	<u>37</u>	Joint MOTION Agreed Motion to Extend Certain Deadlines of the Scheduling Order by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 12/2/2022. (Attachments: # <u>1</u> Proposed Order)(Stradley, Susan) (Entered: 11/11/2022)
11/15/2022	<u>38</u>	ORDER granting <u>37</u> Joint MOTION Agreed Motion to Extend Certain Deadlines of the Scheduling Order.(Signed by Judge Andrew S Hanen) Parties notified.(jdav, 4) (Entered: 11/16/2022)
01/05/2023	<u>39</u>	Joint MOTION to Stay <i>Joint Motion to Stay All Deadlines and Notice of Settlement</i> by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 1/26/2023. (Attachments: # <u>1</u> Proposed Order)(Stradley, Susan) (Entered: 01/05/2023)

01/06/2023	<u>40</u>	ORDER granting <u>39</u> Motion to Stay all deadlines and Notice of Settlement. All deadlines in this case are STAYED for 30 days..(Signed by Judge Andrew S Hanen) Parties notified.(jdav, 4) (Entered: 01/09/2023)
02/10/2023	<u>41</u>	Joint MOTION for Extension of Time – JOINT AGREED MOTION TO EXTEND CERTAIN DEADLINES OF THE SCHEDULING ORDER – by C&M Oilfield Rentals, LLC, filed. Motion Docket Date 3/3/2023. (Attachments: # <u>1</u> Proposed Order)(Stradley, Susan) (Entered: 02/10/2023)
02/15/2023	<u>42</u>	NOTICE of Referral of Motion to Magistrate Judge Sam S. Sheldon re <u>41</u> Joint MOTION for Extension of Time – JOINT AGREED MOTION TO EXTEND CERTAIN DEADLINES OF THE SCHEDULING ORDER –, filed. (rhawkins) (Entered: 02/15/2023)
02/15/2023	<u>43</u>	ORDER EXTENDING CERTAIN DEADLINES OF THE SCHEDULING ORDERAmended Complaint due by 3/10/2023. Compliance with PR 3–3 due by 3/13/2023 Compliance with PR 4–1 due by 3/27/2023 Compliance with PR 4–2 due by 4/17/2023 Compliance with PR 4–3 due by 5/15/2023 Amended Pleadings due by 5/15/2023. Discovery – Claim Construction due by 5/30/2023 Written Tutorials due by 6/5/2023 Compliance with PR 4–5(a) due by 6/20/2023 Responsive Claim Construction Brief due by 6/30/2023 Reply Claim Construction Chart due by 7/10/2023 Compliance with PR 4–5(b) due by 8/14/2023 Compliance with PR 4–5(c) due by 8/14/2023 Claim Construction Chart due by 8/24/2023 Markman Hearing set for 10/2/2023 at 10:00 AM at Courtroom 9C before Judge Andrew S Hanen(Signed by Magistrate Judge Sam S Sheldon) Parties notified.(sjones, 4) (Entered: 02/15/2023)
02/15/2023		CONTINUATION OF ENTRY <u>43</u> FOR STATISTICAL PURPOSES.(Signed by Magistrate Judge Sam S Sheldon) Parties notified.(sjones, 4) (Entered: 02/15/2023)
03/10/2023	<u>44</u>	Second AMENDED COMPLAINT with Jury Demand against Ensign US Southern Drilling LLC filed by C&M Oilfield Rentals, LLC. Related document: <u>17</u> Amended Complaint/Counterclaim/Crossclaim etc., filed by C&M Oilfield Rentals, LLC. (Attachments: # <u>1</u> Exhibit 1A, # <u>2</u> Exhibit 1B, # <u>3</u> Exhibit 2, # <u>4</u> Exhibit 3, # <u>5</u> Exhibit 4, # <u>6</u> Exhibit 5)(Chiaviello, Elizabeth) (Entered: 03/10/2023)
03/10/2023	<u>45</u>	NOTICE Amended Form AO–120 Report on the Filing or Determination of an Action Regarding a Patent or Trademark re: <u>3</u> Notice (Other), <u>44</u> Amended Complaint/Counterclaim/Crossclaim etc., by C&M Oilfield Rentals, LLC, filed. (Chiaviello, Elizabeth) (Entered: 03/10/2023)
03/24/2023	<u>46</u>	ANSWER to <u>44</u> Amended Complaint/Counterclaim/Crossclaim etc., by Ensign US Southern Drilling LLC, filed. (Attachments: # <u>1</u> Exhibit 1)(Kelly, Neil) (Entered: 03/24/2023)
05/15/2023	<u>47</u>	STATEMENT P.R. 4–3 Joint Claim Construction and Prehearing Statement by C&M Oilfield Rentals, LLC, filed. (Attachments: # <u>1</u> Exhibit A)(Chiaviello, Elizabeth) (Entered: 05/15/2023)
05/30/2023	<u>48</u>	LETTER OF AGREEMENT re: Pursuant to Section 10.D of Judge Hanen's Civil Procedures, regarding Discovery Deadline on Claim Construction by C&M Oilfield Rentals, LLC, filed.(Chiaviello, Elizabeth) (Entered: 05/30/2023)
06/05/2023	<u>49</u>	NOTICE of Compliance Regarding Submission of Technology Tutorial by C&M Oilfield Rentals, LLC, filed. (Chiaviello, Elizabeth) (Entered: 06/05/2023)
06/20/2023	<u>50</u>	BRIEF Plaintiff C&M Oilfield Rentals, LLC's Opening Claim Construction Brief For The Disputed Term of U.S. Patent Nos. 10,976,016 and 10,900,626 by C&M Oilfield Rentals, LLC, filed. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C, # <u>4</u> Exhibit D, # <u>5</u> Exhibit E, # <u>6</u> Exhibit F, # <u>7</u> Exhibit G, # <u>8</u> Exhibit H)(Stradley, Susan) (Entered: 06/20/2023)
06/30/2023	<u>51</u>	BRIEF on the Only Disputed Term "Mounting Pole" in U.S. Patent Nos. 10,976,016 and 10,900,626 by Ensign US Southern Drilling LLC, filed. (Attachments: # <u>1</u> Exhibit Exhibit 1A, # <u>2</u> Exhibit Exhibit 1B, # <u>3</u> Exhibit Exhibit 1C, # <u>4</u> Exhibit Exhibit 2, # <u>5</u> Exhibit Exhibit 3, # <u>6</u> Exhibit Exhibit 4, # <u>7</u> Exhibit Exhibit 5, # <u>8</u> Exhibit Exhibit 6)(Kelly, Neil) (Entered: 06/30/2023)

07/10/2023	<u>52</u>	BRIEF Plaintiff C&M Oilfield Rentals, LLC's <i>REPLY Claim Construction Brief For The Disputed Term of U.S. Patent Nos. 10,976,016 and 10,900,626</i> re: <u>50</u> Brief, by C&M Oilfield Rentals, LLC, filed.(Stradley, Susan) (Entered: 07/10/2023)
08/14/2023	<u>53</u>	Joint Claim Construction Chart (Pursuant to Patent Rule 4-5(b)-(c) and the Court's Patent Scheduling Order) by C&M Oilfield Rentals, LLC, filed.(Chiaviello, Elizabeth) (Entered: 08/14/2023)
09/25/2023	<u>54</u>	NOTICE of Setting. Parties notified. Scheduling Conference set for 9/27/2023 at 04:00 PM in by video before Magistrate Judge Sam S Sheldon, filed. (ShannonJones, 4) (Entered: 09/25/2023)

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

**C&M OILFIELD RENTALS, LLC
D/B/A C-MOR ENERGY SERVICES,**

Plaintiff,

v.

**ENSIGN US SOUTHERN DRILLING
LLC,**

Defendant.

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Civil Action No. 4:22-cv-00965-ASH

JURY TRIAL DEMANDED

PLAINTIFF C&M OILFIELD RENTALS, LLC'S SECOND AMENDED COMPLAINT

Plaintiff C&M Oilfield Rentals, LLC d/b/a C-MOR Energy Services ("C&M"), by and through its undersigned attorneys, files this Second Amended Complaint and Request for Permanent Injunction against Defendant Ensign US Southern Drilling LLC ("Ensign"), and alleges as follows:

NATURE OF THE ACTION

1. This action seeks legal and equitable relief based on Ensign's unlawful infringement of C&M's U.S. Patent No. 10,976,016 ("the '016 Patent") and U.S. Patent No. 10,900,626 ("the '626 Patent") (collectively, "the Asserted Patents"), which generally relate to lighting systems that may be used on drilling rigs, and breach of contract.

PARTIES

2. C&M is a Wyoming limited liability company with its principal place of business located at 3429 Cottonwood Ave., Cody, Wyoming 82414.

3. On information and belief, Ensign US Southern Drilling LLC is a Delaware limited liability company with a principal place of business at 15015 Vickery Drive, Houston, Texas 77032.

4. On information and belief, the registered agent for Ensign US Southern Drilling LLC is CT Corporation System, located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

JURISDICTION AND VENUE

5. The Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 (federal question) and 1338 (action arising under an Act of Congress relating to patents) because this lawsuit arises under the Patent Laws of the United States, 35 U.S.C. §§ 1 *et seq.*, including but not limited to §§ 271 and 281. The Court has supplemental or pendent jurisdiction over C&M's remaining claims pursuant to 28 U.S.C. § 1367 because such claims are so related to C&M's federal claims that they form part of the same case or controversy under Article III of the United States Constitution.

6. The Court has personal jurisdiction over Ensign at least because Ensign resides in the State of Texas and in this judicial district. Further, Ensign has continuous and systematic contacts with the State of Texas pursuant to its business activities in the State, thereby purposely availing of the benefits and protections under Texas law. Arising from that activity, Ensign has committed the acts complained of herein within this judicial district. Therefore, the Court's exercise of personal jurisdiction over Ensign comports with due process and would not offend traditional notions of fair play and substantial justice.

7. Venue is proper as to Ensign pursuant to 28 U.S.C. §§ 1391 and 1400(b) at least because Ensign is subject to the Court's exercise of personal jurisdiction. Further, Ensign has a regular and established place of business in this judicial district and has committed the acts complained of herein in at least this judicial district.

FACTUAL BACKGROUND

A. C&M's Development of the CROWN JEWEL

8. C&M markets, leases, and sells oilfield service equipment to customers nationwide.

9. C&M is a market-leading innovator in the development of modular drilling rig lighting systems.

10. Generally, the construction of a well for oil and/or natural gas involves three phases: drilling, completion, and production. The drilling phase must be completed before the other two phases may begin. Well construction is very expensive, in part because the drilling rig and other pieces of equipment are rented by the day. Accordingly, once the operator of a wellsite has begun drilling, it is extremely important to finish that phase of the process as quickly as possible.

11. One consequence of the need to complete drilling as quickly as possible is that operators often choose to drill around the clock, or as close to that schedule as possible. As a result, drilling activity often continues after dark. Because wellsites are almost always in remote locations, there is no readily available source of lighting to keep the wellsite illuminated during nighttime operations.

12. Proper illumination during nighttime operations is exceedingly important. Wellsites are crowded and inherently dangerous workplaces, with many hazards that can cause injury to workers, and these risks are intensified if a wellsite is not adequately illuminated.

13. Prior to C&M's advances in the field, the lighting options available for wellsite operators were limited. The most common solution had long been portable light towers with halogen bulbs. There were numerous limitations with these towers, including that the towers could not be centrally located within a wellsite. As a result, an operator would be required to use multiple towers spaced around the drilling rig, but this was inefficient and created inconsistent lighting.

14. Other rig-mounted lighting systems suffered from drawbacks including weight, difficulty of installation, safety concerns, limited customization, and lack of portability.

15. In March 2018, C&M began offering customers a new drilling rig lighting system under its distinctive CROWN JEWEL[®] mark.

16. Unlike the large, frame-based design of prior rig-mounted lighting systems, the CROWN JEWEL lighting system uses multiple small lightweight lights that attach via mounting poles and/or brackets directly to the handrail of the rig's crown deck. The light fixture is mounted such that it may be placed in one of at least two discrete positions, a feature that allows the system to be left in place when a rig is moved.

17. C&M has multiple issued U.S. patents, including U.S. Patent No. 10,976,016 ("the '016 Patent"), U.S. Patent No. 10,900,626 ("the '626 Patent"), pending U.S. patent applications, and multiple foreign and international applications related to its novel design for a drilling rig lighting system.

18. C&M has devoted substantial time, effort, and resources to the development and promotion of its CROWN JEWEL product and related patents. As a result, the CROWN JEWEL system has achieved commercial success and wide adoption through the industry.

B. The '016 Patent

19. On April 13, 2021, U.S. Patent No. 10,976,016, entitled "Elevated Structure-Mounted Lighting System" ("the '016 Patent") was duly issued by the U.S. Patent and Trademark Office to C&M. A true and correct copy of the '016 Patent is attached hereto as Exhibit 1A.

20. As assignee of the '016 Patent, C&M owns all right, title and interest in the '016 Patent and has all substantial rights to sue for infringement.

21. Claim 1 of the '016 Patent recites:

1. A modular lighting system mounted on a rig, the modular lighting system comprising:

a plurality of light units, each light unit separately attached to a crown deck of the rig, and each light unit comprising:

a mounting pole;

a light fixture comprising one or more lights; and

a bracket configured to attach the mounting pole to the crown deck of the rig.

22. Claim 2 of the '016 Patent recites:

2. The lighting system of claim 1, wherein the bracket is connected to the crown deck of the rig using bolts.

23. Claim 23 of the '016 Patent recites:

23. A rig comprising:

a derrick;

a crown deck at the top of the derrick; and

a plurality of light units, each light unit separately attached to the crown deck, each light unit comprising:

a mounting pole, wherein each light unit comprises a separate mounting pole, such that the system comprises a plurality of mounting poles; and

a light fixture comprising one or more lights, the light fixture coupled to the mounting pole.

24. C&M has practiced the '016 Patent in connection with installing and leasing its CROWN JEWEL.

25. C&M has marked and continues to virtually mark the CROWN JEWEL with the '016 Patent pursuant to 35 U.S.C. § 287(a) at <https://cmorenergy.com/crown-jewel-lights/>.

C. The '626 Patent

26. On January 26, 2021, U.S. Patent No. 10,900,626, entitled "Elevated Structure-Mounted Lighting System" ("the '626 Patent") was duly issued by the U.S. Patent and Trademark Office to C&M. A true and correct copy of the '626 Patent is attached hereto as Exhibit 1B.

27. As assignee of the '626 Patent, C&M owns all right, title and interest in the '626 Patent and has all substantial rights to sue for infringement.

28. Claim 9 of the '626 Patent recites:

9. A rig comprising:

a derrick;

a crown deck at the top of the derrick comprising a handrail; and

a plurality of light units attached to the handrail, each light unit comprising:

a mounting pole, wherein each light unit comprises a separate mounting pole, such that the system comprises a plurality of mounting poles; and

a light fixture comprising one or more lights, the light fixture coupled to the mounting pole.

29. Claim 19 of the '626 Patent recites:

19. A method for illuminating a wellsite, comprising:

mounting a plurality of mounting poles on a crown deck of a rig, wherein each of the plurality of mounting poles is attached to a handrail of the crown deck;

mounting a plurality of lights to the plurality of mounting poles, wherein each of the plurality of mounting poles supports at least one of the plurality of lights, and each of the plurality of lights is mounted to only one of the plurality of mounting poles; and

illuminating the wellsite using the plurality of lights.

30. C&M has practiced the '626 Patent in connection with installing and leasing its CROWN JEWEL.

31. C&M has marked and continues to virtually mark the CROWN JEWEL with the '626 Patent pursuant to 35 U.S.C. § 287(a) at <https://cmorenergy.com/crown-jewel-lights/>.

D. Ensign's Non-C&M Lighting System

32. Ensign is in the business of providing oilfield services to the oil and natural gas industry, such as drilling, well servicing, equipment rentals and transportation. *See* Ensign, <https://www.ensignenergy.com> (last visited Mar. 8, 2023).

33. C&M has been hired to provide and install its CROWN JEWEL lighting systems on more than 25 Ensign drilling rigs to date, including Ensign 101, Ensign 119, Ensign 138, Ensign 147, Ensign 153, Ensign 157, Ensign 161, Ensign 451, Ensign 762, Ensign 774, Ensign 778, Ensign T52, Ensign T121, Ensign T123, Ensign T134, Ensign T136, Ensign T225, and Ensign T445.

34. On or about December 17, 2020, Ensign hired C&M to install a C&M CROWN JEWEL lighting system on Ensign 778. Exhibit 2, Ensign 778 Rig Up Invoice.

35. On or about August 31, 2021, Ensign hired C&M to install a C&M CROWN JEWEL lighting system on Ensign 774. Exhibit 3, Ensign 774 Rig Up Invoice.

36. In or around February 2022, Ensign began replacing C&M lighting systems with non-C&M lighting systems on multiple Ensign rigs. On information and belief, Ensign has replaced C&M's CROWN JEWEL lighting systems with non-C&M lighting systems on at least Ensign rigs identified as "Ensign 774" and "Ensign 778," as shown below.

37. On or about February 9, 2022, at Ensign's behest, C&M performed an uninstallation (also known as a "rig down") of the C&M CROWN JEWEL lighting system from Ensign 774.

38. In connection with C&M's delivery, installation, safety inspections, and rig down of the CROWN JEWEL lighting systems, Ensign received and executed various documents, including delivery tickets and invoices, as well as an Acknowledgement of Receipt of Documents and Consent to Terms and Conditions, which acknowledged that Ensign had read, understood, and

agreed to be bound by the terms of: (1) C-MOR Energy Services Job Safety Analysis – Rig Down; (2) C-MOR Energy Services Rig Down Inspection; and (3) C-MOR Energy Services Rig Down Invoice. Exhibit 4, Ensign 774 Rig Down Documents.

39. On information and belief, the documents were executed by Ensign employees acting as appropriate, authorized representatives of Ensign. Ensign's Purchasing Manager, Mike McClanahan, directed C&M to coordinate with Ensign's rig superintendents and rig managers for on-site performance of work, such as installation and rig down. C&M performed on-site work, including delivery, installation, safety inspections, and rig down of the CROWN JEWEL lighting systems based on the belief that such Ensign employees had the authority to execute the documents required to perform such work. C&M would not have performed delivery, installation, safety inspections, or rig down of the CROWN JEWEL lighting systems without this authorization.

40. The Acknowledgement of Receipt of Documents and Consent to Terms and Conditions and C-MOR Energy Services Rig Down Inspection prohibited Ensign from engaging in any business that would be deemed similar to C&M's business without C&M's consent and prohibited Ensign from developing, leasing, or purchasing any directly competitive rig-mounted lighting system within 12 months of rigging down. Exhibit 4, Ensign 774 Rig Down Documents.

41. On or after February 9, 2022, Ensign mounted and/or used a non-C&M lighting system on Ensign 774, as shown below in Figure 1:



Fig. 1: Ensign 774 with non-C&M lighting system (photo taken on or about Mar. 15, 2022).

42. On or about February 24, 2022, at Ensign's behest, C&M rigged down the C&M CROWN JEWEL lighting system from Ensign 778.

43. As part of the rig down for Ensign 778, Ensign executed the same documents as listed above for the rig down of Ensign 774 and were therefore bound by the same prohibitions. Exhibit 5, Ensign 778 Rig Down Documents.

44. On or after February 24, 2022, Ensign mounted and/or used a non-C&M lighting system on Ensign 778, as shown below in Figure 2:

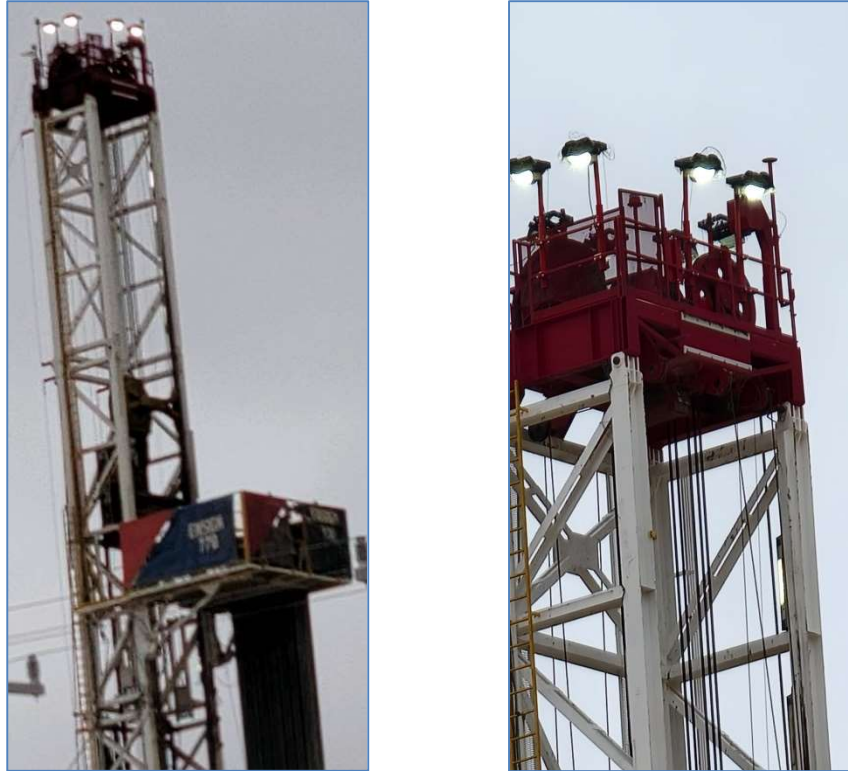


Fig. 2: Ensign 778 with non-C&M lighting system (photos taken on or about Mar. 11, 2022).

45. On information and belief, neither of the Ensign 774 and 778 lighting systems installed by Ensign appear to include proper safety measures, such as proper safety retention devised by C&M that has become industry standard.

46. In connection with many of the rigs listed in Paragraph 33, Ensign similarly agreed to refrain from activities that directly compete with C&M's lighting business.

47. On information and belief, Ensign has replaced C&M's CROWN JEWEL lighting systems on multiple rigs listed in Paragraph 33 with other lighting systems that compete with C&M's CROWN JEWEL lighting systems.

CAUSES OF ACTION

Count 1: Infringement of the '016 Patent

48. C&M incorporates by reference and realleges the above paragraphs as though fully set forth herein.

49. C&M is the owner of all right, title, and interest in and to the '016 Patent.

50. As the owner of the '016 Patent, C&M is authorized and has standing to bring legal action to enforce all rights arising under the '016 Patent.

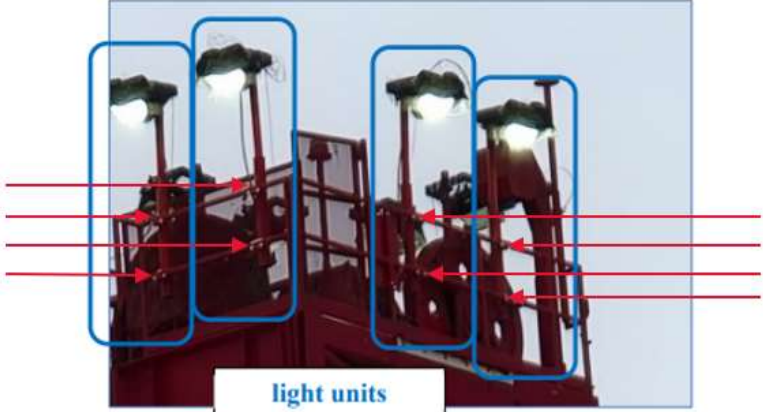
51. The '016 Patent is presumed valid pursuant to 35 U.S.C. § 282.

52. Ensign is not licensed to make, use, sell, offer to sell, or import any product or service that is covered by the claims of the '016 Patent, except as expressly authorized by C&M subject to the agreements listed herein.

53. On information and belief, Ensign, either alone or in concert with others and without authorization or license from C&M, has directly infringed and will continue to infringe, either literally or under the doctrine of equivalents, one or more claims of the '016 Patent in violation of 35 U.S.C. § 271, by making, using, selling, leasing, importing, installing, supplying, and/or offering to sell or lease an infringing lighting system in the United States.

54. On information and belief, Ensign installed and/or used the lighting system on Ensign 778, thereby infringing at least claims 1, 2, and 23 of the '016 Patent, as shown in C&M's Preliminary Infringement Contentions served December 13, 2022, which C&M incorporates by reference and realleges as though fully set forth herein. By way of nonlimiting example, Ensign's installation and use of the lighting system installed on Ensign 778 infringes independent claim 23, as annotated below.

'016 Patent	Ensign's Lighting System
23. A rig comprising: a derrick;	 derrick (visible portion) “Ensign 778”
a crown deck at the top of the derrick; and	 crown deck

'016 Patent	Ensign's Lighting System
	 crown deck
a plurality of light units, each light unit separately attached to the crown deck, each light unit comprising:	 light units

'016 Patent	Ensign's Lighting System
a mounting pole, wherein each light unit comprises a separate mounting pole, such that the system comprises a plurality of mounting poles; and	 mounting poles
a light fixture comprising one or more lights, the light fixture coupled to the mounting pole.	 light fixtures

55. On information and belief, Ensign installed and/or used on Ensign 774 a non-C&M lighting system that is identical or substantially the same as the non-C&M lighting system installed and/or used on Ensign 778, thereby infringing one or more claims of the '016 Patent. Accordingly, Ensign's installation and use of the lighting system installed on Ensign 774 infringes at least claims 1, 2, and 23 of the '016 Patent for the same reasons as shown above on Ensign 778.

56. Because Ensign's unauthorized and infringing lighting systems compete directly with C&M's CROWN JEWEL lighting system, Ensign's infringing acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to C&M.

57. On information and belief, Ensign has and has had actual knowledge of the '016 Patent and actual knowledge that their activities constitute direct, indirect, or joint infringement of the '016 Patent, or have willfully blinded themselves to the infringing nature of their activities, and yet continue their infringing activities.

58. On information and belief, Ensign has actively induced and continue to induce others to directly infringe one or more claims of the '016 Patent, and/or have contributed and continue to contribute to others' infringement of one or more claims of the '016 Patent.

59. On information and belief, Ensign's infringement of the '016 Patent has been and will continue to be willful, deliberate, and intentional.

60. As a result of Ensign's infringement of the '016 Patent, C&M has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Ensign is permanently enjoined by this Court. Furthermore, the public interest would be served by issuance of an injunction.

61. As a result of Ensign's infringing activities, C&M has suffered actual damages in an amount to be determined at trial. Additionally, as a result of the willful and deliberate nature of Ensign's infringing activities, C&M 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: Infringement of the '626 Patent

62. C&M incorporates by reference and realleges the above paragraphs as though fully set forth herein.

63. C&M is the owner of all right, title, and interest in and to the '626 Patent.

64. As the owner of the '626 Patent, C&M is authorized and has standing to bring legal action to enforce all rights arising under the '626 Patent.

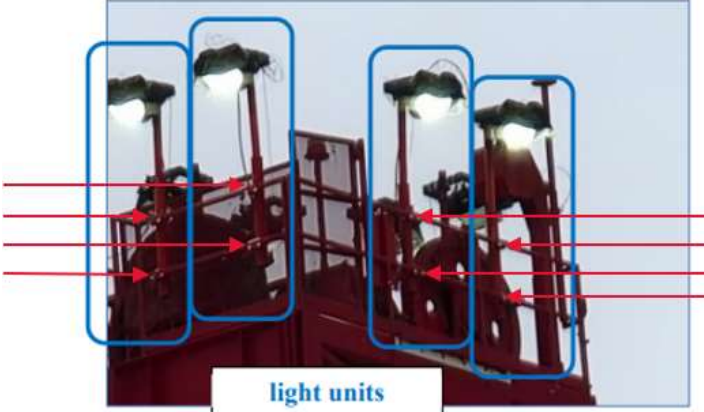
65. The '626 Patent is presumed valid pursuant to 35 U.S.C. § 282.

66. Ensign is not licensed to make, use, sell, offer to sell, or import any product or service that is covered by the claims of the '626 Patent, except as expressly authorized by C&M subject to the agreements listed herein.

67. On information and belief, Ensign, either alone or in concert with others and without authorization or license from C&M, has directly infringed and will continue to infringe, either literally or under the doctrine of equivalents, one or more claims of the '626 Patent in violation of 35 U.S.C. § 271, by making, using, selling, leasing, importing, installing, supplying, and/or offering to sell or lease an infringing lighting system in the United States.

68. On information and belief, Ensign installed and/or used the lighting system on Ensign 778, thereby infringing at least claims 9 and 19 of the '626 Patent, as shown in C&M's Preliminary Infringement Contentions served December 13, 2022, which C&M incorporates by reference and realleges as though fully set forth herein. By way of nonlimiting example, Ensign's installation and use of the lighting system installed on Ensign 778 infringes at least independent claim 9, as annotated below.

'626 Patent	Ensign's Lighting System
9. A rig comprising: a derrick;	 derrick (visible portion) "Ensign 778"
a crown deck at the top of the derrick, the crown deck comprising a handrail; and	 crown deck

'626 Patent	Ensign's Lighting System
	 Crown deck comprising a handrail
a plurality of light units attached to the handrail, each light unit comprising:	 light units
a mounting pole, wherein each light unit comprises a separate mounting pole, such that the system comprises a plurality of mounting poles; and	 mounting poles

'626 Patent	Ensign's Lighting System
a light fixture comprising one or more lights, the light fixture coupled to the mounting pole.	

69. On information and belief, Ensign installed and/or used on Ensign 774 a non-C&M lighting system that is identical or substantially the same as the non-C&M lighting system installed and/or used on Ensign 778, thereby infringing one or more claims of the '626 Patent. Accordingly, Ensign's installation and use of the lighting system installed on Ensign 774 infringes at least claims 9 and 19 of the '626 Patent for the same reasons as shown above on Ensign 778.

70. Because Ensign's unauthorized and infringing lighting systems compete directly with C&M's CROWN JEWEL lighting system, Ensign's infringing acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to C&M.

71. On information and belief, Ensign has and has had actual knowledge of the '626 Patent and actual knowledge that their activities constitute direct, indirect, or joint infringement of the '016 Patent, or have willfully blinded themselves to the infringing nature of their activities, and yet continue their infringing activities.

72. On information and belief, Ensign has actively induced and continue to induce others to directly infringe one or more claims of the '626 Patent, and/or have contributed and continue to contribute to others' infringement of one or more claims of the '626 Patent.

73. On information and belief, Ensign's infringement of the '626 Patent has been and will continue to be willful, deliberate, and intentional.

74. As a result of Ensign's infringement of the '626 Patent, C&M has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law, unless Ensign is permanently enjoined by this Court. Furthermore, the public interest would be served by issuance of an injunction.

75. As a result of Ensign's infringing activities, C&M has suffered actual damages in an amount to be determined at trial. Additionally, as a result of the willful and deliberate nature of Ensign's infringing activities, C&M 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: Breach of Contract

76. C&M incorporates by reference and realleges the above paragraphs, as though fully set forth herein.

77. On February 9, 2022, Ensign executed the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions for Ensign 774.

78. On February 24, 2022, Ensign executed the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions for Ensign 778.

79. By executing the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions for Ensign 774 and Ensign 778, Ensign acknowledged that it read, understood, and agreed to be bound by the terms of: (1) C-MOR Energy Services Job Safety Analysis – Rig Down; (2) C-MOR Energy Services Rig Down Inspection; and (3) C-MOR Energy Services Rig Down Invoice.

80. For example, the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions for each of Ensign 774 and Ensign 778 states in paragraph 5:

In consideration for the equipment and services provided by C-MOR™ to Company, Company and/or its Affiliates, Agents, Representatives, Subcontractors

or Employees shall not, in any manner represent, provide services, develop, or engage in any aspect of business that would be deemed similar in nature to the business of C-MOR™ without the written consent of C-MOR™ nor shall Company use any Confidential Information or Intellectual Property of C-MOR™ to develop any product which would compete directly or indirectly with C-MOR™. Company warrants and guarantees that throughout the duration of its engagement and for a period of 12 months following this culmination, completion, or termination of this Agreement, Company shall not directly or indirectly engage in any business that would be considered similar in nature to with C-MOR™, its subsidiaries, and any current or former clients and/or Company's. Nor shall Company solicit any client, vendor, officer, staff, or employee for the benefit of himself/herself or a third party that is or may be engaged in a similar business.

81. As another example, the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions for each of Ensign 774 and Ensign 778 states in paragraph 7:

In consideration of C-MOR's agreement to provide the goods/equipment to Company, Company and its Affiliates hereby agree, for a period of twelve (12) months from the date of this invoice, not to develop, lease or purchase from any third party any other rig-mounted lighting system(s) directly competitive with the Crown Jewel™ system. All parties to this document shall not use, disclose or in any way disseminate confidential information. Confidential information shall include price, terms, and timing in addition to the C-MOR Crown Jewel™ Design, Construction, Parts and Materials.

82. As another example, the C-MOR Energy Services Rig Down Inspection for each of Ensign 774 and Ensign 778 states:

In consideration for the equipment and services provided by C&M Oilfield Rentals, LLC, d/b/a C-MOR Energy Services™ to Company, Company shall not, in any manner represent, provide services, develop, or engage in any aspect of business that would be deemed similar in nature to the business of C&M Oilfield Rentals, LLC, d/b/a C-MOR Energy Services™ without the written consent of C&M Oilfield Rentals, LLC, d/b/a C-MOR Energy Services™ nor shall Company use any Confidential Information or Intellectual Property of C&M Oilfield Rentals, LLC, d/b/a C-MOR Energy Services™ to develop any product which would compete directly or indirectly with C&M Oilfield Rentals, LLC, d/b/a C-MOR Energy Services™. Company warrants and guarantees that throughout the duration of its engagement and for a period of 12 months following this culmination, completion, or termination, whichever occurs last, of this agreement, Company shall not directly or indirectly engage in any business that would be considered similar in nature to with C&M Oilfield Rentals, LLC, d/b/a C-MOR Energy Services™, its subsidiaries, and any current or former clients and/or Company's. Nor shall Company solicit any client, Company, officer, staff, or employee for the

benefit of himself/herself or a third party that is or may be engaged in a similar business.

83. Ensign agreed to the terms of the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions and C-MOR Energy Services Rig Down Inspection for each of Ensign 774 and Ensign 778 in consideration for the goods and services described therein, including at least the “rig down” of the C-MOR CROWN JEWEL from Ensign 774 and Ensign 778, the C-MOR Energy Services Job Safety Analysis – Rig Down, and C-MOR Energy Services Rig Down Inspection.

84. Ensign breached the terms of the Acknowledgement of Receipt of Documents and Consent to Terms and Conditions and the C-MOR Energy Services Rig Down Inspection for Ensign 774 and Ensign 778 by removing C&M’s CROWN JEWEL lighting system and installing a non-C&M lighting system on Ensign 774 on or about February 9, 2022, and on Ensign 778 on or about February 24, 2022.

85. Ensign has agreed to terms similar to those in paragraphs 80–82 in several other invoices, inspection signoffs, installation acknowledgements and the like in connection with the installation of the C-MOR CROWN JEWEL on other drilling rigs, including multiple rigs listed in Paragraph 33.

86. Ensign breached the terms similar to those in paragraphs 80–82 in other invoices, inspection signoffs, installation acknowledgements and the like by installing a non-C&M lighting systems on other drilling rigs, including, but not limited to, T136 and T451.

87. As a result of Ensign’s breach, C&M has incurred actual damages.

JURY DEMAND

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

PRAYER

For these reasons, C&M respectfully requests that the Court award the following relief:

- (A) Judgment be awarded in favor of C&M and against Ensign on all counts, including a finding that Ensign has directly and indirectly infringed one or more claims of the Asserted Patents;
- (B) A permanent injunction enjoining Ensign, 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 Asserted Patents, including but not limited to under 35 U.S.C. § 283;
- (C) An award of damages adequate to compensate C&M for Ensign's infringement of the Asserted Patents under 35 U.S.C. § 284;
- (D) A determination that Ensign's infringement of the Asserted Patents has been willful and deliberate;
- (E) A determination that this case is "exceptional" under 35 U.S.C. § 285, thereby entitling C&M to an award of its reasonable attorneys' fees and costs incurred in prosecuting this action;
- (F) An award of treble damages based on the willful and deliberate nature of Ensign's infringement;
- (G) An award of damages adequate to compensate C&M for Ensign's breach of their contractual obligations;
- (H) Awarding C&M interest, including prejudgment and post-judgment interest, on all damages computed;

- (I) An award of court costs and attorneys' fees as allowed by any other applicable law;
and
- (J) Such other relief as this Court deems fair, just, and appropriate.

Dated: March 10, 2023

Respectfully submitted,

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***Attorneys for Plaintiff C&M Oilfield Rentals,
LLC***

CERTIFICATE OF SERVICE

The undersigned counsel hereby certifies that a true and correct copy of the foregoing document was served via the Court's ECF/CM e-filing system to all counsel of record on March 10, 2023.

/s/ Elizabeth M. Chiaviello
Elizabeth M. Chiaviello