

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

(1) FUEL AUTOMATION STATION,
LLC,

Plaintiff,

v.

(1) PETRO RIGS COMPANY,

Defendant.

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Civil Action No. CIV-22-1013-D

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

This is an action for patent infringement in which Plaintiff, Fuel Automation Station, LLC (“FAS”), complains against Defendant Petro Rigs Company (“Petro Rigs”) and alleges as follows:

PARTIES

1. FAS is a limited liability company organized and existing under the laws of the State of Michigan, with a principal office at 24501 Ecorse Road, Taylor, Michigan, 48180.

2. Petro Rigs is a corporation organized and existing under the laws of the State of Oklahoma with a principal place of business at 4428 SW 134th Street, Oklahoma City, OK 73173.

JURISDICTION AND VENUE

3. This Court has original subject matter jurisdiction over the claims in

this action pursuant to 28 U.S.C. § 1331 (federal question), § 1332 (diversity), and § 1338 (patents).

4. Petro Rigs is subject to personal jurisdiction in this Court because Petro Rigs is incorporated and organized in Oklahoma and has its principal places of business in Oklahoma.

5. Venue is proper in this judicial district as to Petro Rigs under 28 U.S.C. § 1391(b)(1) and (c)(2) and 28 U.S.C. § 1400(b).

BACKGROUND

6. FAS manufactures and provides services related to an automated frac fuel delivery system known as the Fuel Automation Station (“FAS Equipment”).

7. The FAS Equipment is engineered to fuel multiple pieces of fracking equipment simultaneously, boosting operational efficiency while eliminating spills, hazards and downtime.

8. FAS protected its technology by filing patent applications, resulting in the issuance of numerous patents related to this technology.

9. FAS commercializes products that practice the inventions claimed in the Asserted Patents (defined below) by way of the FAS Equipment.

10. FAS virtually marks the FAS Equipment with the Asserted Patents through its website <https://fluidautomationstation.com/patents/>.

11. Petro Rigs sells and offers for sale custom-built Frac Fuel Trailers, as

marketed on its website at <https://www.petrorigs.com/frac-fuel-trailers/>. (Ex. 1)

12. Petro Rigs posted on its Facebook page that it sold a Frac Fuel Trailer built and headed to North Dakota, further providing a link to its website for interested purchasers to order a Frac Fuel Trailer. (Ex. 2). Petro Rigs did not list any third-party manufacturer of the Frac Fuel Trailer in the Facebook post.

13. The Frac Fuel Trailer includes, among other things, a mobile trailer; a pump on the mobile trailer; a manifold on the mobile trailer and connected with the pump; a plurality of reels on the mobile trailer; a plurality of flow passages, each flow passage being connected to the manifold and running through a respective one of the reels; a plurality of hoses, each hose being connected with a respective one of the flow passages via a respective one of the reels; a plurality of valves on the mobile trailer, each valve situated between the manifold and a respective different one of the reels and being operable to control fluid flow through a respective one of the flow passages; a plurality of fluid level sensors, each fluid level sensor being connected or connectable with a respective different one of the hoses; and a controller configured to operate the valves responsive to fluid level thresholds to control fluid flow to the hoses.

14. The Frac Fuel Trailer includes, among other things, a container including first and second opposed side walls that join first and second opposed end walls; a pump in the container; first and second manifolds in the container and fluidly

connected with the pump; a plurality of reels in the container; a plurality of hoses, each hose connected with a different one of the reels, wherein a portion of the reels are connected to be fed from the first manifold and another portion of the reels are connected to be fed from the second manifold; a plurality of valves in the container, each valve situated between one of the first or second manifolds and a respective different one of the reels; a plurality of fluid level sensors, each fluid level sensor being associated with a different one of the hoses; and a controller configured to individually open and close the valves responsive to the fluid level sensors.

15. The Frac Fuel Trailer includes, among other things, a mobile trailer; a pump on the mobile trailer; first and second manifolds on the mobile trailer and fluidly connected with the pump; a plurality of reels on the mobile trailer; a plurality of hoses connected, respectively, with the reels, wherein a portion of the reels are connected with the first manifold and another portion of the reels are connected with the second manifold; a plurality of valves on the mobile trailer, each of the valves situated between one of the first or second manifolds and a respective different one of the hoses; and a plurality of fluid level sensors, each of the fluid level sensors being associated a respective different one of the hoses, wherein the reels are arranged on first and second opposed sides in the mobile trailer, with an aisle walkway down the middle of the mobile trailer.

16. On September 7, 2022, FAS sent to Petro Rigs a letter demanding Petro

Rigs to cease making, using, selling, and offering to sell without permission the inventions set forth in these automated fueling system patents: U.S. Patent Nos. 10,815,118, 10,974,955, and 9,586,805 (“the Asserted Patents”). The letter is attached as Ex. 3.

17. Along with each letter, FAS sent to Petro Rigs a claim chart that compared certain claims in the Asserted Patents with the Frac Fuel Trailer. (Ex. 3). FAS maintains that Petro Rigs infringes the Asserted Patents at least for the reasons set forth in those claim charts.

18. Petro Rigs knew of the Asserted Patents at least as of the date that they received their September 7, 2022 letter.

19. In the letter FAS sent to Petro Rigs, FAS asked for a substantive response by September 21, 2022.

20. While Petro Rigs removed the photographs of the Frac Fuel Trailer from its website after FAS sent the letter, Petro Rigs has not provided any response as of the date of this Complaint.

21. Petro Rigs continues to offer the Frac Fuel Trailers for sale on its website.

22. Petro Rigs includes on its website for the Frac Fuel Trailers a Quote Request section, stating that “we can custom build to your needs.” It further states that “Just tell us what you need, we can build it, we custom manufacture to YOUR

Needs!”

23. A purchaser can request a quote by indicating “How many pumps or applications do you need to manage fuel delivery for,” stating “any further details on your fuel supply/demands, or any questions you might have,” and providing their contact information.

24. Petro Rigs states on its website that there is a “Standard custom model,” which “is a 24 reel system that will fuel 24 frac pumps automatically with dye fuel.”

25. Petro Rigs further states on its website for the Frac Fuel Trailers that “Standard models equipped with a 328 ft 3/4 in-fuel line on each reel, 1000 gallons clear fuel tank on each trailer. Optional 525 gallons DEF tanks available, can run Full-Auto in All Reels. Trailers can be heated for cold weather environment. Three points of control in the control room, either PLC screen on 40 inch monitor, from a tablet, smart phone, or from your desktop. The Full-camera system trailer can be monitored off-site as long as you have WiFi available. Full print-reports onsite for flow rates on each reel.”

26. Petro Rigs further states on its website for the Frac Fuel Trailers: “Custom Manufactured Fuel-Delivery and Management Systems! Fully Self-Contained, Wireless Fuel Monitoring, Control Room with Touch Screen Monitoring Station with the Latest Software built specifically for Fuel Management! Delivering you full control over the amount of fuel you need, Where you need it, When you

need it, all controlled by YOU!”

27. Petro Rigs markets the Frac Fuel Trailers as “Custom Built Diesel Auto-Fuelers for your Frac Jobs.”

28. Petro Rigs states the following on its website for the Frac Fuel Trailers regarding customization options:

- Custom Built to Auto-fuel up to (36) Frac pump fuel tanks all at once!
- You can Implement/Engage/Monitor via your Desktop, Tablet, and even your Smart Phone. The latest Software built specifically for Fuel Automation and Delivery!
- Maximum Flow rates, fully self-contained and fully automated
- Climate Control Systems to meet your area of operations: HVAC and Fully Heated Trailers available
- Custom Options Available: whether your need to run Dye Fuel, White Fuel, or DEF Fuel, we can customize to meet your needs.

29. Petro Rigs does not list the name of any third-party manufacturer of the Frac Fuel trailers.

30. An interested purchaser would believe that Petro Rigs was the seller with title or possession of the Frac Fuel Trailers.

31. On information and belief, Petro Rigs makes and/or instructs others to

make the Frac Fuel Trailer after a customer orders one on Petro Rigs's website.

32. The Frac Fuel Trailers are made in the United States.

33. Petro Rigs facilitates transactions in which customers obtain Frac Fuel Trailers that infringe the Asserted Patents.

34. Petro Rigs aggressively markets and promotes the Frac Fuel Trailers on its website and social media pages.

35. Petro Rigs states the following on its website: "Sellers Agent: For Domestic Sellers and Preferred Sellers, PetroRigs.com will handle the entire sales process and all sales transactions. In this case, PetroRigs.com parent company will be the Sellers Agent and Representative with full authorization to market, advertise, buy, and re-sell the Sellers equipment. PetroRigs.com may make more than our standard commission rate on these transactions."

36. Petro Rigs further states on its website: "Exclusive Representation: As the Sellers Agent, PetroRigs.com will have EXCLUSIVE marketing and selling rights to Sellers equipment for no less than six (6) months from the date any equipment is first listed on PetroRigs.com. Seller will not offer their equipment outside of PetroRigs.com Platform on any other websites or with any other marketing entities. Seller Agrees to send any inquiries that Seller receives via phone/fax/email or otherwise Directly to PetroRigs.com."

37. Manufacturers of the Frac Fuel Trailers directly infringe the Asserted

Patents by making the Frac Fuel Trailers.

38. Notwithstanding Petro Rigs’s knowledge of the Asserted Patents, Petro Rigs has intentionally infringed and continued their infringement of the Asserted Patents.

THE ASSERTED PATENTS

39. FAS is the assignee of a number of patents relating to automated fueling for fracturing systems, including the Asserted Patents.

40. On October 27, 2020, the United States Patent and Trademark Office duly and lawfully issued United States Patent No. 10,815,118 (“the ‘118 patent”), entitled “Mobile Distribution Station Having Sensor Communication Lines Routed With Hoses.” A true and correct copy of the ‘118 patent is attached hereto as Ex. 4.

41. The ‘118 patent names Ricky Dean Shock as the inventor.

42. FAS is the owner by assignment of all right, title and interest in the ‘118 patent.

43. On April 13, 2021, the United States Patent and Trademark Office duly and lawfully issued United States Patent No. 10,974,955 (“the ‘955 patent”), entitled “Mobile Distribution Station For Fluid Dispensing.” A true and correct copy of the ‘955 patent is attached hereto as Ex. 5.

44. The ‘955 patent names Ricky Dean Shock as the inventor.

45. FAS is the owner by assignment of all right, title and interest in the

‘955 patent.

46. On March 7, 2017, the United States Patent and Trademark Office duly and lawfully issued the ‘805 Patent, entitled “Mobile Distribution Station With Aisle Walkway.” A true and correct copy of the ‘805 patent is attached hereto as Ex. 6.

47. The ‘805 Patent names Ricky Dean Shock as the inventor.

48. FAS is the owner by assignment of all right, title and interest in the ‘805 patent.

COUNT I
(DIRECT INFRINGEMENT OF U.S. PATENT NO. 10,815,118)

49. FAS incorporates by reference all of the preceding paragraphs as though fully set forth herein.

50. Petro Rigs has directly infringed, literally or under the doctrine of equivalents, at least claim 1 of the ‘118 patent by making, using, selling, and/or offering to, without authority, the Frac Fuel Trailers.

51. An exemplary claim chart based upon publicly available information illustrating how the Frac Fuel Trailer meets each and every limitation of claim 1 of the ‘118 patent is attached in Ex. 3.

COUNT II
(DIRECT INFRINGEMENT OF U.S. PATENT NO. 10,974,955)

52. FAS incorporates by reference all of the preceding paragraphs as though fully set forth herein.

53. Petro Rigs has directly infringed, literally or under the doctrine of equivalents, at least claim 1 of the '955 patent by making, using, selling, and/or offering to sell, without authority, the Frac Fuel Trailers.

54. An exemplary claim chart based upon publicly available information illustrating how the Frac Fuel Trailer meets each and every limitation of claim 1 of the '955 patent is attached in Ex. 3.

COUNT III
(DIRECT INFRINGEMENT OF U.S. PATENT NO. 9,586,805)

55. FAS incorporates by reference all of the preceding paragraphs as though fully set forth herein.

56. Petro Rigs has directly infringed, literally or under the doctrine of equivalents, at least claim 1 of the '805 patent by making, using, selling, and/or offering to sell, without authority, the Frac Fuel Trailers.

57. An exemplary claim chart based upon publicly available information illustrating how the Frac Fuel Trailer meets each and every limitation of claim 1 of the '805 patent is attached in Ex. 3.

COUNT IV
(INDIRECT INFRINGEMENT OF U.S. PATENT NO. 10,815,118)

58. FAS incorporates by reference all of the preceding paragraphs as though fully set forth herein.

59. Petro Rigs has indirectly infringed, literally or under the doctrine of

equivalents, at least claim 1 of the '118 patent by actively inducing manufacturers to infringe at least claim 1 of the '118 patent.

COUNT V
(INDIRECT INFRINGEMENT OF U.S. PATENT NO. 10,974,955)

60. FAS incorporates by reference all of the preceding paragraphs as though fully set forth herein.

61. Petro Rigs has indirectly infringed, literally or under the doctrine of equivalents, at least claim 1 of the '955 patent by actively inducing manufacturers to infringe at least claim 1 of the '955 patent.

COUNT VI
(INDIRECT INFRINGEMENT OF U.S. PATENT NO. 9,586,805)

62. FAS incorporates by reference all of the preceding paragraphs as though fully set forth herein.

63. Petro Rigs has indirectly infringed, literally or under the doctrine of equivalents, at least claim 1 of the '805 patent by actively inducing manufacturers to infringe at least claim 1 of the '805 patent.

DEMAND FOR JURY TRIAL

64. FAS requests a trial by jury on all claims and issues triable by jury.

PRAYER FOR RELIEF

FAS and Petro Rigs are competitors. FAS has suffered substantial damages and will suffer severe and irreparable harm as a result of Petro Rigs's infringement,

unless that infringement is enjoined by this Court. The threatened injury to FAS outweighs any harm that an injunction may cause to Petro Rigs. Injunctive relief would not disserve the public interest under these circumstances.

FAS requests that the Court enter judgment in its favor against Petro Rigs and grant the following relief:

- A. A declaration that Petro Rigs has infringed one or more claims of the Asserted Patents;
- B. A permanent injunction preventing Petro Rigs, as well as its officers, directors, agents, servants, assigns, and those in active concert and participation with any of them from infringing the Asserted Patents.
- C. A ruling that this case be found exceptional under 35 U.S.C. § 285, and a judgment awarding FAS its reasonable attorneys' fees and costs incurred in prosecuting this action;
- D. A judgment that requires Petro Rigs to pay FAS damages in excess of \$75,000.00 under 35 U.S.C. § 284, including supplemental damages for any continuing post-verdict infringement until the entry of final judgment, with an accounting as necessary;
- E. A judgment that Petro Rigs's infringement is willful and award FAS enhanced damages under 35 U.S.C. § 284, up to and including trebling FAS's damages, based on Petro Rigs's willful infringement of the Asserted Patents.
- F. A judgment and order requiring that in the event a permanent injunction preventing further acts of infringement is not granted, that Frac Shack be awarded a compulsory ongoing licensing fee;
- G. A judgment awarding FAS costs under 28 U.S.C. § 1920; and,
- H. Such other legal and equitable relief to which FAS is entitled or which the Court deems just and proper.

Respectfully Submitted,

Dated: November 28, 2022

/s/ Patrick H. Lane

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