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6 Attorneys for Plaintiffs

7  
8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA  
10

11 BEATBOT TECHNOLOGY (USA)  
CO. LTD., DEEPWATER  
12 INNOVATION  
TECHNOLOGY (HONG KONG)  
13 LIMITED, and XINGMAI  
INNOVATION TECHNOLOGY  
14 (SUZHOU) CO., LTD.,

15 Plaintiffs,

16 v.

17 ZODIAC POOL SYSTEMS LLC

18 Defendant.

Case No. **'25CV1946 GPC JLB**

**COMPLAINT FOR DECLARATORY  
JUDGMENT OF NON-  
INFRINGEMENT**

**JURY TRIAL DEMANDED**

1 Plaintiffs Beatbot Technology (USA) Co. Ltd., Deepwater Innovation  
2 Technology (Hong Kong) Limited (f/k/a Xingmai Innovation Technology (Hong  
3 Kong) Limited), and Xingmai Innovation Technology (Suzhou) Co., Ltd.  
4 (collectively, “Beatbot”) seeks a declaration that Beatbot does not directly or  
5 indirectly infringe United States Patent Nos. 11,880,207 (“the ’207 Patent”);  
6 11,262,766 (“the ’766 Patent”); and 11,003,191 (“the ’191 Patent”) (collectively,  
7 the “Patents-in-Suit”), either literally or under the doctrine of equivalents, and in  
8 support of its Complaint alleges as follows:

9 **NATURE OF THE ACTION**

10 1. This is an action for a declaratory judgment of noninfringement arising  
11 under the patent laws of the United States, Title 35 of the United States Code.  
12 Beatbot seeks this relief because Defendant Zodiac Pool Systems LLC (“Zodiac”)  
13 has accused Beatbot of infringing the Patents-in-Suit.

14 2. An immediate, real, and justiciable controversy exists between Beatbot  
15 and Zodiac as to whether the Patents-in-Suit have been infringed by Beatbot.

16 3. Beatbot is a manufacturer and seller of robotic pool cleaners, such as  
17 Beatbot AquaSense 2 Ultra Robotic Pool Cleaner (“Beatbot Products”).

18 4. Zodiac through its prior actions and statements has created a  
19 substantial controversy of sufficient immediacy and reality to warrant the issuance  
20 of a declaratory judgment of non-infringement as to whether the Beatbot Products  
21 infringe the Patents-In-Suit, which are attached hereto as Exhibits 1–3.

22 5. Specifically, by a letter dated July 17, 2025, attached hereto as Exhibit  
23 4, Zodiac, through its counsel, expressly accused Beatbot’s Beatbot Aquasense 2  
24 Ultra Robotic Pool Cleaner of infringing the Patents-in-Suit. In this letter, Zodiac  
25 demanded that Beatbot immediately cease all allegedly infringing conduct and  
26 threatened to “enforce its intellectual property rights” if its demands were not met  
27 within ten business days, creating a substantial, immediate, and real controversy  
28 between the parties. This action is necessary to resolve the controversy created by

1 Zodiac's accusations and threats. Beatbot brings this action to obtain a declaratory  
2 judgment that Beatbot does not infringe at least the claims of the Patents-in-Suit  
3 identified below, directly or indirectly, literally or under the doctrine of equivalents.

4 **THE PARTIES**

5 6. Beatbot Technology (USA) Co. Ltd. is a Texas company having an  
6 address at 7307 Peek Rd., Richmond, Texas, 77407.

7 7. Deepwater Innovation Technology (Hong Kong) Limited (f/k/a  
8 Xingmai Innovation Technology (Hong Kong) Limited) is a company organized  
9 and existing under the laws of Hong Kong having an address at Flat/Room 185  
10 G/F, Hang Wai Ind Centre, No. 6 Kin Tai St, Tuen Mun Nt, Hong Kong .

11 8. Xingmai Innovation Technology (Suzhou) Co., Ltd. is a company  
12 organized and existing under the laws of China having an address at 12 F, Bldg. 5,  
13 Tianyun Plaza, No.111, Wusongjiang Ave., Guoxiang St., Wuzhong District,  
14 Suzhou, 215124, Jiangsu, China.

15 9. On information and belief, Zodiac is a Delaware limited liability  
16 company with its principal place of business at 2882 Whiptail Loop # 100,  
17 Carlsbad, California, 92010.

18 **JURISDICTION AND VENUE**

19 10. The Court has subject matter jurisdiction over this action pursuant the  
20 Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, and pursuant to 28  
21 U.S.C. §§ 1331 and 1338(a) because this action involves claims arising under the  
22 patent laws of the United States, 35 U.S.C. § 1, et seq. Jurisdiction is also proper  
23 because Beatbot and Zodiac are citizens of different states and the value of the  
24 controversy exceeds \$75,000.

25 11. Venue is proper in this District pursuant to at least 28 U.S.C.  
26 § 1391(b), because a substantial part of the events at issue in this action is whether  
27 Beatbot commits acts of infringement in this and other districts in the United States,  
28

1 and because Zodiac is subject to the Court's personal jurisdiction and thus resides  
2 in this District, pursuant to § 1391(c).

3 12. The Court's exercise of jurisdiction over Zodiac will not offend  
4 traditional notions of fair play and substantial justice.

5 13. An actual controversy exists between Beatbot and Zodiac because, as  
6 described in the Nature of the Action above, Zodiac through its statements has  
7 created a substantial controversy as to whether the Beatbot Products infringe the  
8 Patents-in-Suit that is of sufficient immediacy and reality to warrant the issuance of  
9 a declaratory judgment as to the controversy.

### 10 **THE PATENTS-IN-SUIT**

11 14. On May 11, 2021, the U.S. Patent and Trademark Office issued U.S.  
12 Patent No. 11,003,191 ("the '191 Patent"), titled "Pool Cleaning System and  
13 Method to Automatically Clean Surfaces of a Pool Using Images from a Camera"  
14 to assignee Zodiac Pool Systems LLC. A true and correct copy of the '191 Patent  
15 is attached to this Complaint as Exhibit 1. Upon further information and belief,  
16 Zodiac Pool Systems LLC purports to hold by assignment and/or by license all  
17 substantive rights to assert the '191 Patent.

18 15. On March 1, 2022, the U.S. Patent and Trademark Office issued U.S.  
19 Patent No. 11,262,766 ("the '766 Patent"), titled "Pool Cleaning System and  
20 Method to Automatically Clean Surfaces of a Pool Using Images from a Camera"  
21 to assignee Zodiac Pool Systems LLC. A true and correct copy of the '766 Patent  
22 is attached to this Complaint as Exhibit 2. Upon further information and belief,  
23 Zodiac Pool Systems LLC purports to hold by assignment and/or by license all  
24 substantive rights to assert the '766 Patent.

25 16. On January 23, 2024, the U.S. Patent and Trademark Office issued  
26 U.S. Patent No. 11,880,207 ("the '207 Patent"), titled "Pool Cleaning System and  
27 Method to Automatically Clean Surfaces of a Pool Using Images from a Camera"  
28 to assignee Zodiac Pool Systems LLC. A true and correct copy of the '207 Patent

1 is attached to this Complaint as Exhibit 3. Upon further information and belief,  
2 Zodiac Pool Systems LLC purports to hold by assignment and/or by license all  
3 substantive rights to assert the '207 Patent.

4 **COUNT ONE**

5 **Non-Infringement of U.S. Patent No. 11,003,191**

6 17. Beatbot incorporates by reference the preceding allegations of this  
7 Complaint.

8 18. Beatbot has not infringed and does not infringe at least claim 1 of the  
9 '191 Patent, either directly or indirectly, literally or under the doctrine of  
10 equivalents, including through its making, use, sale or offer for sale in, or  
11 importation into the United States of the Beatbot Products.

12 19. The Beatbot Products also do not perform substantially the same  
13 function, in substantially the way, to obtain substantially the same result as claim 1  
14 of the '191 Patent.

15 20. By way of example, claim 1 of the '191 Patent is directed to self-  
16 propelled pool cleaner for cleaning debris from a submerged surface of a swimming  
17 pool. *See* Exhibit 1, Claim 1, at 10:50–65. Claim 1 recites numerous limitations,  
18 including: “at least one camera positioned on or in the body for capturing an image  
19 of at least a first portion of the submerged surface” and “a controller (i) positioned  
20 on or in the body, (ii) in electronic communication with the at least one camera, and  
21 (iii) configured to generate, in response to the captured image, at least one control  
22 signal to cause movement of the body within the swimming pool to, or away from,  
23 the first portion of the submerged surface.” *Id.* The Beatbot Products do not  
24 infringe claim 1, at least because they do not practice these claim limitations. For  
25 example, the Beatbot Products do not include “at least one camera positioned on or  
26 in the body for capturing an image of at least a first portion of the submerged  
27 surface” or “a controller (i) positioned on or in the body, (ii) in electronic  
28 communication with the at least one camera, and (iii) configured to generate, in

1 response to the captured image, at least one control signal to cause movement of the  
2 body within the swimming pool to, or away from, the first portion of the submerged  
3 surface” as recited in claim 1.

4 21. Accordingly, at least for the above reasons, Beatbot does not directly  
5 infringe at least claim 1 of the '191 Patent, either literally or under the doctrine of  
6 equivalents, because the Beatbot Products do not practice all elements of that claim.

7 22. Beatbot also does not indirectly infringe the '191 Patent for at least the  
8 reasons stated above and because there is no direct infringement of the '191 Patent,  
9 either literally or under the doctrine of equivalents.

10 23. As set forth above, an actual controversy exists between Beatbot and  
11 Zodiac with respect to alleged infringement of the '191 Patent, and this controversy  
12 is likely to continue. Accordingly, Beatbot desires a judicial determination and  
13 declaration of the respective rights and duties of the parties with respect to the '191  
14 Patent.

15 24. A judicial declaration is necessary and appropriate so that Beatbot may  
16 ascertain its rights regarding the claims of the '191 Patent.

## 17 **COUNT TWO**

### 18 **Non-Infringement of U.S. Patent No. 11,262,766**

19 25. Beatbot incorporates by reference the preceding allegations of this  
20 Complaint.

21 26. Beatbot has not infringed and does not infringe at least claim 1 of the  
22 '766 Patent, either directly or indirectly, literally or under the doctrine of  
23 equivalents, including through its making, use, sale or offer for sale in, or  
24 importation into the United States of the Beatbot Products.

25 27. The Beatbot Products also do not perform substantially the same  
26 function, in substantially the way, to obtain substantially the same result as claim 1  
27 of the '766 Patent.

1           28. By way of example, claim 1 of the '766 Patent is directed to a self-  
2 propelled pool cleaner for cleaning debris from a submerged surface of a swimming  
3 pool. *See* Exhibit 2, claim 1, at 10:47–62. Claim 1 recites numerous limitations,  
4 including: “at least one camera mounted directly or indirectly to the body for  
5 capturing an image of at least a first portion of the submerged surface” and “a  
6 controller (i) positioned on or in the body, (ii) in electronic communication with the  
7 at least one camera, and (iii) configured to generate, in response to the captured  
8 image, at least one control signal to cause movement of the body within the  
9 swimming pool to, or away from, the first portion of the submerged surface.” *Id.*  
10 The Beatbot Products do not infringe claim 1, at least because they do not practice  
11 these claim limitations. For example, the Beatbot Products do not include “at least  
12 one camera mounted directly or indirectly to the body for capturing an image of at  
13 least a first portion of the submerged surface” or “a controller (i) positioned on or in  
14 the body, (ii) in electronic communication with the at least one camera, and (iii)  
15 configured to generate, in response to the captured image, at least one control signal  
16 to cause movement of the body within the swimming pool to, or away from, the  
17 first portion of the submerged surface,” as required in claim 1. Beatbot also does  
18 not infringe the other claims of the '766 Patent.

19           29. Accordingly, at least for the above reasons, Beatbot does not directly  
20 infringe the claims of the '766 Patent, either literally or under the doctrine of  
21 equivalents, because the Beatbot Products do not practice all elements of those  
22 claims.

23           30. Beatbot also does not indirectly infringe the '766 Patent for at least the  
24 reasons stated above and because there is no direct infringement of the '766 Patent,  
25 either literally or under the doctrine of equivalents.

26           31. As set forth above, an actual controversy exists between Beatbot and  
27 Zodiac with respect to alleged infringement of the '766 Patent, and this controversy  
28 is likely to continue. Accordingly, Beatbot desires a judicial determination and

1 declaration of the respective rights and duties of the parties with respect to the '766  
2 Patent.

3 32. A judicial declaration is necessary and appropriate so that Beatbot may  
4 ascertain its rights regarding the claims of the '766 Patent.

5 **COUNT THREE**

6 **Non-Infringement of U.S. Patent No. 11,880,207**

7 33. Beatbot incorporates by reference the preceding allegations of this  
8 Complaint.

9 34. Beatbot has not infringed and does not infringe at least claim 1 of the  
10 '207 Patent, either directly or indirectly, literally or under the doctrine of  
11 equivalents, including through its making, use, sale or offer for sale in, or  
12 importation into the United States of the Beatbot Products.

13 35. The Beatbot Products also do not perform substantially the same  
14 function, in substantially the way, to obtain substantially the same result as claim 1  
15 of the '207 Patent.

16 36. By way of example, claim 1 of the '207 Patent is directed to a self-  
17 propelled pool cleaning system for cleaning debris from a submerged surface of a  
18 swimming pool. *See* Exhibit 3, claim 1, at 10:50–64. Claim 1 recites numerous  
19 limitations, including: “at least one camera for capturing an image of at least a first  
20 object within the swimming pool” and “a controller (i) in electronic communication  
21 with the at least one camera and (ii) configured to generate, in response to the  
22 captured image, at least one control signal to cause movement of the body within  
23 the swimming pool to, or away from, the first object.” *Id.* The Beatbot Products do  
24 not infringe claim 1, at least because they do not practice these claim limitations.  
25 For example, the Beatbot Products do not include “at least one camera for capturing  
26 an image of at least a first object within the swimming pool” or “a controller (i) in  
27 electronic communication with the at least one camera and (ii) configured to  
28 generate, in response to the captured image, at least one control signal to cause

1 movement of the body within the swimming pool to, or away from, the first object”  
2 as required in claim 1. Beatbot also does not infringe the other claims of the '207  
3 Patent.

4 37. Accordingly, at least for the above reasons, Beatbot does not directly  
5 infringe the claims of the '207 Patent, either literally or under the doctrine of  
6 equivalents, because the Beatbot Products do not practice all elements of those  
7 claims.

8 38. Beatbot also does not indirectly infringe the '207 Patent for at least the  
9 reasons stated above and because there is no direct infringement of the '207 Patent,  
10 either literally or under the doctrine of equivalents.

11 39. As set forth above, an actual controversy exists between Beatbot and  
12 Zodiac with respect to alleged infringement of the '207 Patent, and this controversy  
13 is likely to continue. Accordingly, Beatbot desires a judicial determination and  
14 declaration of the respective rights and duties of the parties with respect to the '207  
15 Patent.

16 40. A judicial declaration is necessary and appropriate so that Beatbot may  
17 ascertain its rights regarding the claims of the '207 Patent.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Beatbot respectfully prays for entry of judgment in its favor  
20 and against Zodiac as follows:

21 A. For judgment that Beatbot has not infringed and does not infringe at  
22 least the identified claims of the Patents-in-Suit, directly or indirectly, literally or  
23 under the doctrine of equivalents, by the making, using, selling, offering to sell,  
24 and/or importing of the Beatbot Products;

25 B. For a preliminary and permanent injunction precluding Zodiac, its  
26 officers, directors, employees, agents, and all other persons acting in concert or  
27 participation with them from suing for infringement or otherwise asserting  
28 infringement of the Patents-in-Suit against Beatbot;

1 C. For costs and reasonable attorneys' fees incurred in connection with  
2 this and related actions;

3 D. For a finding that this case is exceptional; and

4 E. Awarding any other remedy or relief to which Beatbot may be entitled  
5 and which is deemed appropriate by the Court.

6 **DEMAND FOR JURY TRIAL**

7 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Beatbot  
8 hereby demands a jury trial on all issues so triable.  
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1 DATED: July 31, 2025

PERKINS COIE LLP

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