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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.
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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,
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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;

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

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

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

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Beatbot hereby demands a jury trial on all issues so triable.

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PERKINS COIE LLP

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