

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

WYBOTICS, CO. LTD.
Petitioner

v.

ZODIAC POOL SYSTEMS LLC
Patent Owner

Case No. IPR2026-00159
Patent No. 11,262,766

**PETITIONER'S AUTHORIZED REPLY TO POPR
TO ADDRESS DISCRETIONARY DENIAL ARGUMENTS**

Petitioner's Updated Exhibit List

No.	Description
EX1001	[Reserved]
EX1002	File History of United States Patent No. 11,003,191
EX1003	U.S. Patent No. 11,262,766 (the "'766 Patent")
EX1004	File History of United States Patent No. 11,262,766
EX1005	[Reserved]
EX1006	File History of United States Patent No. 11,880,207
EX1007	CN 101139007 B ("Fu")
EX1008	U.S. Patent Pub. No. 2012/0169497 ("Schnittman")
EX1009	File History of U.S. Patent Application No. 16/416,840
EX1010	Declaration of Charles Reinholtz
EX1011	U.S. Provisional Application 61/428,808 (the "'808 provisional")
EX1012	Redline comparison between Schnittman and the '808 provisional
EX1013	U.S. Patent Pub. No. 2010/0299016 ("Benzler")
EX1014	International Patent Pub. No. 2012/023676 ("Hong")
EX1015	U.S. Patent Pub. No. 2012/0006352 ("Holappa")
EX1016	U.S. Patent No. 5,205,174 ("Silverman")
EX1017	SubjuGator 2011, University of Florida, RoboSub 2011 Competition Paper Submission
EX1018	U.S. Patent No. 8,364,309 ("Bailey")
EX1019	U.S. Patent Pub. No. 2011/0139727 ("Hui")
EX1020–1029	[Reserved]
EX1030	U.S. Patent No. 3,439,368 ("Myers II")
EX1031	U.S. Patent No. 5,351,355 ("Chiniara")
EX1032–1035	[Reserved]
EX1036	File History of United States Patent No. 9,388,595
EX1037	File History of United States Patent No. 9,995,051
EX1038	File History of United States Patent No. 10,338,599
EX1039	File History of United States Patent No. 10,739,785
EX1040	[Reserved]
EX1041	Hong Kong Stock Exchange Guide for New Listing Applicants
EX1042	Wybotics, Co. Ltd. Company Profile (www.wybotics.com)
EX1043	Plaintiffs Beatbot Technology (USA) Co., Ltd. <i>et al</i> , Motion to Stay, Case No. 3:25-cv-01946-GPC-JLB (S.D.Cal.)

No.	Description
EX1044	Order on Zodiac’s Motion to Dismiss, Transfer or Stay, Case No. 2:25-cv-08526-MCS-AGR (C.D. Cal.)
EX1045	“The Marshall Plan: Texas judge again the king of patent litigation,” www.dallasnews.com (June 17, 2025)
EX1046	Docket Navigator, Time to Milestones, Judge Rodney Gilstrap (2026)
EX1047	Examples of Trial Dates Being Delayed in Cases Before Judge Gilstrap (ED Texas)
EX1048	[Reserved]
EX1049	Identification of Material Omitted from Respondents’ Comparison of Petition for IPR of ’766 Patent with Expert Declaration of Dr. Charles F. Reinholtz (EX2011)
EX1050	[Reserved]
EX1051	Wybotics’ “ <i>Sotera-plus</i> ” Stipulation
EX1052	Wybotics’ Complaint, Case No. 2:25-cv-08526-MCS-AGR (C.D. Cal. Sept. 9, 2025)
EX1053	Wybotics’ Motion to Transfer, Case No. 2:25-cv-582-JRG-RSP (E.D. Tex. Dec. 15, 2025)
EX1054	Time-to-trial Statistics for CDCA
EX1055	Wybotics’ “ <i>Sotera-plus</i> ” Stipulation Including Indefiniteness
EX1056	Public Version of Excerpt from Zodiac’s First Supplemental Response to Wybotics’ First Set of Interrogatories

I. INTRODUCTION

Zodiac’s Patent Owner Preliminary Response (POPR) devotes the bulk of its pages not to the merits of Wybotics’ Petition, but to discretionary denial arguments that Zodiac should have raised in its earlier Request for Discretionary Denial (“Request”). As such, the Board has authorized Wybotics to submit this Reply to respond to these misplaced discretionary arguments. EX3001. None of Zodiac’s arguments outweigh the discretionary factors that strongly favor institution.

To start, the Examiner’s failure to apply Fu during prosecution is textbook material error warranting institution. The POPR’s failure to rebut Fu’s application to the Challenged Claims—and especially the “controller” limitations that were the basis for allowance (EX1004, 133–138)—confirms this error. *FreightCar Am., Inc. v. Nat’l Steel Car Ltd.*, IPR2025-01047, Paper 20 at 2–3 (Oct. 10, 2025) (finding material error when a reference cited in an IDS taught the limitation that led to allowance). In its POPR, Zodiac’s entire merits defense against Fu is a single conclusory sentence, that “Fu fails to teach or suggest ‘a filter configured to retain debris collected from the submerged surface’” (POPR, 29), which itself copies Zodiac’s only merits defense against Fu in its Request. Req., 12.

Zodiac’s attorney argument regarding the “filter” limitation is not supported by *any* evidence or expert testimony (POPR, 29) and ignores Fu’s express disclosure. Pet., 14-15; EX1007 ¶[0026] (“[W]ater passes through the *water flow filter screen 23*, which filters out debris, and the clean water is then discharged.”). Zodiac does not attempt to address any other limitation of the Challenged Claims with respect to Fu. POPR, 29. Fu is an anticipatory reference disclosing the exact

robotic pool cleaner the '766 Patent purports to have invented, including the “controller” limitations that led to allowance. Pet., 9–28. The POPR’s failure to challenge Fu’s disclosure of this element confirms the Examiner’s material error and favors institution.

In addition to material error, the '766 Patent issued in March 2022 and is barely four years old. Contrary to the POPR, Zodiac has no settled expectations. Nor does *Fintiv* support denial. The co-pending EDTX litigation is in its infancy—the '766 Patent was not asserted until September 2025, and this IPR was filed two months later. No claim construction, expert reports, or depositions have occurred. And Wybotics’ motion to transfer venue is still outstanding, so even the jurisdiction in which the district court litigation will proceed is currently unknown. EX1053; Opp., 8–9 n.1.

Wybotics also made a broad “*Sotera-plus*” stipulation relinquishing all Section 102 and 103 invalidity grounds in the district court should IPR be instituted, ensuring that this IPR functions as a “true alternative” forum. EX1051. Zodiac’s own conduct confirms as much: in its supplemental interrogatory responses, Zodiac invoked Wybotics’ stipulation as justification for withholding invalidity discovery, arguing those issues “may become moot.” EX1056 at PDF pg. 4. Zodiac cannot use the stipulation as a shield in the litigation and then tell the Board the stipulation is insufficient. Wybotics has also stipulated not to pursue indefiniteness in the district court, eliminating any colorable inconsistency between the proceedings. EX3001; EX1055.

These and more discretionary considerations strongly favor institution. Wybotics respectfully requests that IPR be instituted.

II. DISCRETIONARY DENIAL IS UNWARRANTED

A. The Examiner Materially Erred In Allowing The '766 Patent

Zodiac devotes significant portions of its POPR to arguing that IPR should be denied under Section 325(d), faulting Wybotics for not demonstrating material error in the Petition itself. POPR, 7–14. But Zodiac ignores the Board’s rules, which provide that a “petitioner ... should not present discretionary considerations in the petition.” Interim Director Discretionary Process, <https://www.uspto.gov/patents/ptab/interim-director-discretionary-process>. When Zodiac raised Section 325(d) in its Request, Wybotics responded with a detailed explanation of exactly why the Examiner materially erred in allowing the '766 Patent over Fu. Opp., 4–8.

In short, Fu is an anticipatory reference cited on an IDS early in prosecution of the Zodiac patent family, and the Examiner materially erred in never applying Fu to reject any claims. *Id.* Zodiac’s briefs confirm the material error at least because they do not defend the “controller” limitations that were the basis for allowance. *Ascentcare Dental Prods., Inc. v. Solmetex, LLC*, IPR2025-01175, Paper 11 at 2–3 (Oct. 17, 2025) (finding material error when a reference cited during prosecution taught the limitation that led to allowance).

Zodiac’s POPR (at 29) and Request (at 11–12) instead challenge the “filter configured to retain debris collected from the submerged surface” limitation—a feature that was not new in robotic pool cleaners at the time of the '766 Patent,

played no role in the Examiner’s allowance decision, and was shown to be disclosed by Fu. EX1007, ¶¶[0024], [0026]; EX1010, ¶¶236–239; Opp., 14 (“Fu’s drainage mechanism discloses the claimed ‘filter configured to retain debris collected from the submerged surface’ at least because the drainage mechanism includes (i) the *water flow filter screen 23* for filtering debris collected from a pool floor, and (ii) water flow channel 24 for retaining this debris.”) (emphasis added).

That Zodiac made a futile attack on the “filter” limitation rather than confront the “controller” limitations is a concession of the Examiner’s material error. The one limitation the Examiner identified as being missing during prosecution (the “controller”) was disclosed in the Fu reference that had been before the Examiner for years, yet the Examiner never applied Fu. The POPR *does not dispute* this. This is a straightforward case of material error, and IPR should be instituted accordingly.

B. Wybotics’ Indefiniteness Stipulation Moots Zodiac’s Allegations Of Inconsistent Claim Construction Positions

Wybotics has chosen the PTAB to be the forum in which the ’766 Patent’s validity should be tested. Wybotics filed this IPR a short two months after Zodiac asserted the ’766 Patent. Wybotics has made a “*Sotera-plus*” stipulation, effective on IPR institution, that relinquishes all Section 102 and 103 invalidity grounds and indefiniteness. EX1051; EX3001; EX1055. The cases Zodiac cites—*Revvo*, *Generac*, *Tesla*, *American Airlines*¹—all involved petitioners who maintained

¹ *Revvo Techs., Inc. v. Cerebrum Sensor Techs., Inc.*, IPR2025-00632, Paper 20 (Nov. 3, 2025) (precedential); *Generac Power Sys., Inc. v. Champion Power Equip., Inc.*, IPR2025-00805, Paper 40 (Feb. 3, 2026); *Tesla, Inc. v. Intell. Ventures II LLC*,

inconsistent positions without remedy. Here, Wybotics has agreed to forego all §§ 102, 103, and indefiniteness challenges in the district court, setting up the district court and PTAB to perform their roles at maximum efficiency. As in *Toyota Motor Corp.*, “Petitioner’s stipulation broadly covers nearly all invalidity defenses in district court. Petitioner’s broad stipulation reduces the concern of inconsistent outcomes or significant duplication of efforts, and strongly weighs against discretionary denial.” *Toyota Motor Corp. v. AutoConnect Holdings LLC*, PGR2025-00041, Paper 9 at 3 (Sept. 8, 2025).

C. Wybotics’ Reliance On Expert Testimony Was Appropriate

The POPR argues that IPR should be discretionarily denied because Dr. Reinholtz’s declaration allegedly “parrots the Petition.” POPR, 20–21. But Wybotics already addressed this argument in its Opposition. Opp., 18–20. The Board has consistently held since the March 2025 memo that reliance on expert testimony weighs in favor of discretionary denial only when unsupported expert testimony fills gaps in the prior art—not when a petition and its supporting declaration share similar language. *Id.* Zodiac does not identify any gap in the prior art that Dr. Reinholtz’s testimony was offered to fill, nor can it because no such gap exists.

IPR2025-00340, Paper 18 (Nov. 5, 2025) (informative); *Am. Airlines, Inc. v. Intell. Ventures I LLC*, IPR2025-01055, Paper 11 (Nov. 21, 2025).

D. The POPR’s Purported Merits Argument Is Another Improper Discretionary Denial Argument

Section III.D of the POPR promises a substantive showing that the Petition allegedly fails to account for multiple claim limitations. It does not deliver. Despite its heading, Section III.D spans barely a single page and identifies only *one* specific limitation allegedly missing from Fu (*i.e.*, the “filter” limitation). POPR, 29–30. Zodiac’s entire merits defense against Fu is a single conclusory sentence:

le all depend on Fu as the primary reference. Petition at i–ii. Fu fails to teach or suggest “a filter configured to retain debris collected from the submerged surface.”

POPR, 29 (highlighting added). The POPR offers no factual or expert evidence, no claim construction analysis, and no meaningful engagement with the prior art, Wybotics’ Petition, or its expert’s testimony.

As explained above, Zodiac has raised a single, repeated contention regarding allegedly missing limitations—the “filter” limitation—in its Request and POPR, which Wybotics fully addressed in its Opposition. Opp., 13–14. In fact, Fu expressly discloses a drainage mechanism—including a water flow filter screen, a water flow channel that retains debris, and an anti-backflow device—that meets this limitation. EX1007, ¶¶[0024], [0026]; EX1010, ¶¶236–239. Conclusory sentences, without elaboration, do not create a dispute over patentability. *Genius Sports Ltd. v. Sportscast Inc.*, IPR2024-01310, Paper 47 (Mar. 13, 2026) (finding challenged claim unpatentable in light of Petitioner’s evidence of obviousness and Patent Owner’s unsupported, conclusory assertions of secondary considerations).

E. Zodiac Has No Settled Expectations As To The '766 Patent Issued In 2022

The '766 Patent issued on March 1, 2022—barely four years ago. The Board has consistently held that early challenges to young patents favor institution because they promote “robust, predictable patent rights.” *Carbyne, Inc. v. Tritech Software Sys.*, IPR2025-00959, Paper 11 at 3 (Oct. 3, 2025). Zodiac cites no authority to the contrary. The '766 Patent’s youth weighs firmly in favor of institution.

III. CONCLUSION

Wybotics respectfully requests that this IPR be instituted.

Dated: March 31, 2026

Respectfully submitted,

/Joshua R. Nightingale/

Joshua R. Nightingale
Reg. No. 67,865
JONES DAY
500 Grant Street, Suite 4500
Pittsburgh, PA 15219
(412) 394-7950
jrnightingale@jonesday.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Authorized Reply to the POPR, including all exhibits, was served on March 31, 2026 via email on Michael Morlock (Reg. No. 62,245), Lead Counsel for Patent Owner, at mmorlock@ktslaw.com, and Christopher Leah (Reg. No. 76,388), Backup Counsel for Patent Owner, at cleah@ktslaw.com.

Date: March 31, 2026

/Joshua R. Nightingale/

Joshua R. Nightingale
Reg. No. 67,865
JONES DAY
500 Grant Street, Suite 4500
Pittsburgh, PA 15219
(412) 394-7950
jrnightingale@jonesday.com