UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

ZODIAC POOL SYSTEMS LLC and ZODIAC POOL CARE EUROPE, Plaintiff, v. WYBOTICS, CO. LTD. f/k/a Tianjin Wangyuan Environmental Protection and Technology Co., Ltd., Defendant.	Case No. 2:25-cv-582

FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT
AGAINST WYBOTICS, CO. LTD.

Plaintiffs Zodiac Pool Systems LLC ("ZPS") and Zodiac Pool Care Europe ("ZPCE") (collectively, "Plaintiffs" or "Zodiac"), for their First Amended Complaint against Defendant Wybotics, Co. Ltd. f/k/a Tianjin Wangyuan Environmental Protection and Technology Co., Ltd. ("Wybotics" or "Defendant"), allege as follows:

INTRODUCTION

1. This is an action for patent infringement arising under the patent laws of the United States, 35 U.S.C. § 271, et seq., arising from Defendant's acts of infringement of United States Patent Nos. 8,393,031 (the "'031 Patent"); 8,393,029 (the "'029 Patent"); 11,880,207 (the "'207 Patent"); 11,262,766 (the "'766 Patent"); and 11,003,191 (the "'191 Patent") (collectively the "Asserted Patents").

THE PARTIES

2. Plaintiff Zodiac Pool Systems LLC is a Delaware limited liability company with its corporate headquarters located at 2077 Convention Center Concourse #300, Atlanta, GA 30337.

3. Plaintiff Zodiac Pool Care Europe is a French company with its corporate headquarters located at ZA La Balme, 31450 Belberaud, France.

4. Defendant Wybotics, Co. Ltd. f/k/a Tianjin Wangyuan Environmental Protection and Technology Co., Ltd. is a foreign company organized and existing under the laws of China with its principal place of business located at No. 30, Zhongnan 4th Street, West-Zone Teda, 300462, Tianjin, China. Defendant does business in Texas and in the Eastern District of Texas, directly or indirectly. *See* Ex. 1 (identifying Wybotics as a vendor at the November 2024 International Pool, Spa, Patio Expo in Dallas, TX); *see also* Ex. 2 (import records showing Wybotics' importation of products into Texas); Ex. 3 (Wybotics publication and advertisement in the Longview News-Journal in Longview, TX). Wybotics is responsible for importing, making, marketing, distributing, offering for sale, and/or selling Wybotics-branded and/or Wybotics-manufactured robotic pool cleaners in the United States (directly or indirectly), including in this District.

5. Wybotics induces its affiliates, distributors, retail partners, and customers in the making, using, selling, offering for sale, and/or importing throughout the United States, including within this District, infringing products (such as Wybotics-branded and/or Wybotics-manufactured robotic pool cleaners) and placing such products into the stream of commerce via established distribution channels knowing or understanding that such products would be sold and used in the United States, including in the Eastern District of Texas. Wybotics purposefully has directed and directs its products, including but not limited to Wybot C1, Wybot C1 Pro, Wybot C1 Max, Wybot

Patent Owner Zodiac Pool Systems LLC
Exhibit 2002 - Page 2 of 26

C2 Vision, Wybot M2, Wybot S2, Wybot S2 Pro, Wybot S2 Solar, Wybot S2 Solar Vision, AquaClean, Winny HJ3172, Bugson, Bugson Plus, and Aquamoto Scrubo Pro (the "Accused Products") into established distribution channels within this District and the U.S. nationally. *See* Ex. 4 ("Orders will be shipped by USPS, UPS or Amazon Logistics US. We currently only ship to locations within the continental United States"); *see also* Ex. 5 (translated to: "All of our products can be sold normally in the United States"); Ex. 6 (showing U.S. on the "Customer Distribution Map" and stating "[w]e are selling worldwide including EU, US…"); Ex. 3 (Wybotics publication and advertisement in the Longview News-Journal in Longview, TX). Additionally, Wybotics sells and offers to sell the Accused Products through its websites, wybotpool.com and wybotics.com, which may be accessed throughout the United States, the State of Texas, and this District. *See* Ex. 7.

JURISDICTION AND VENUE

6. This action arises under the laws of the United States, 35 U.S.C. §§ 101, 271, 283, 284, and 285, for patent infringement. This Court has original subject matter jurisdiction over the asserted claims pursuant to 28 U.S.C. §§ 1331 and 1338(a).

7. This Court has personal jurisdiction over Wybotics in this action because Wybotics has committed acts within Texas (and this District) giving rise to this action and has established minimum contacts with this forum such that the exercise of jurisdiction of Wybotics would not offend traditional notions of fair play and substantial justice. Wybotics has committed acts of patent infringement and induced and contributed to acts of patent infringement by others in this District and in Texas by, among other things, making, using, importing, offering to sell, and/or selling products that infringe the Asserted Patents. Moreover, Wybotics engages in other persistent courses of conduct and derives substantial revenue from products and/or services provided to

individuals in this District and in Texas. Wybotics also has purposefully established systematic and continuous contacts with this District and should reasonably expect to be brought into court here. For example, on information and belief, Wybotics has imported products, including potentially infringing products, through a port in Houston, TX which were destined for a buyer in Georgetown, TX. *See* Ex. 2. Furthermore, Wybotics was a vendor at the International Pool, Spa, and Patio Expo in Dallas, TX November 12–14, 2024. *See* Ex. 1. Wybotics has also directly advertised its products, including the Accused Products, in a publication in the Longview News-Journal, a newspaper in the City of Longview, Texas in this District. *See* Ex. 3.

8. Alternatively, and/or in addition, this Court has jurisdiction over Wybotics under Federal Rule of Civil Procedure 4(k)(2). This action arises from actions of Wybotics directed toward the United States, including (1) committing at least a portion of the infringing acts alleged herein and (2) regularly transacting business, soliciting business, and deriving revenue from the sale of goods and services, including infringing goods and services, to individuals in the United States. Therefore, Wybotics has purposefully availed itself to the benefits of the United States including this District, and the exercise of jurisdiction over Wybotics would not offend traditional notions of fair play and substantial justice.

9. Venue over this action is proper in this Court pursuant to 28 U.S.C. § 1391(c)(3) because Wybotics is a foreign company, and a defendant not resident in the United States may be sued in any judicial district.

THE ASSERTED PATENTS

10. On March 12, 2013, the United States Patent and Trademark Office issued United States Patent No. 8,393,031 (the "'031 Patent"), entitled "Apparatus For Cleaning A Submerged Surface With Removable Filtration Device" naming Philippe Pichon and Emmanuel Mastio as

inventors. A true and correct copy of the ’031 Patent is attached to this Complaint as Exhibit 8 and incorporated herein by reference.

11. The ’031 Patent is valid and enforceable.

12. The ’031 Patent relates to a robotic pool cleaner that comprises a filtering device with two shells. *See* Ex. 8, Abstract. The first and second shells of the filtering device are fitted together such that the first shell “acts as a pocket for recovering debris” and the second shell “acts as a liquid inlet conduit.” *Id.* at 2:53-56. Furthermore, the two shells are capable of being movable relative to one another for ease of emptying the collected debris and cleaning the filtering device. *Id.* at 2:59-67.

13. ZPCE owns by assignment all right, title and interest in, and has standing to sue for infringement of the ’031 Patent.

14. ZPS holds an exclusive license from ZPCE granting it all substantial rights in and thus standing to sue for infringement of the ’031 Patent.

15. Plaintiffs have the right to assert all causes of action arising under the ’031 Patent and the right to recover any remedies for infringement of it, including the right to sue for past infringement.

16. On March 12, 2013, the United States Patent and Trademark Office issued United States Patent No. 8,393,029 (the “’029 Patent”), entitled “Apparatus For Cleaning A Submerged Surface Including A Brushing Device Driven By Members For Driving The Apparatus On The Submerged Surface” naming Philippe Pichon and Emmanuel Mastio as inventors. A true and correct copy of the ’029 Patent is attached to this Complaint as Exhibit 9 and incorporated herein by reference.

17. The ’029 Patent is valid and enforceable.

18. The ’029 Patent relates to a robotic pool cleaner for cleaning an immersed surface that comprises a brush driven by the wheels of the cleaner. *See* Ex. 9, Abstract. In one embodiment, the brush is joined to a wheel by means of a brush pinion engaged with a toothed ring on the wheel, causing the rotation of the brush in the same direction as the rotation of the wheel. *Id.* at 3:30-34.

19. ZPCE owns by assignment all right, title, and interest in, and has standing to sue for infringement of the ’029 Patent.

20. ZPCE has the right to assert all causes of action arising under the ’029 Patent and the right to recover any remedies for infringement of it, including the right to sue for past infringement.

21. On January 23, 2024, the United States Patent and Trademark Office issued United States Patent No. 11,880,207 (the “’207 Patent”), entitled “Pool Cleaning System and Method to Automatically Clean Surfaces of a Pool Using Images from a Camera” naming Kameshwar Durvasula and William Londono Correa as inventors. A true and correct copy of the ’207 Patent is attached to this Complaint as Exhibit 18 and incorporated herein by reference.

22. The ’207 Patent is valid and enforceable.

23. The ’207 Patent relates to a robotic pool cleaner for cleaning debris from a submerged surface of a swimming pool by using a camera to capture images in the swimming pool and using a controller to control the cleaner in response to the captured images. *See* Ex. 18, Abstract. In one embodiment, the camera captures an image of a portion of the pool and the controller controls the robotic pool cleaner based on the image that was taken. *Id.* at 1:60-2:35.

24. ZPS owns by assignment all right, title, and interest in, and has standing to sue for infringement of the ’207 Patent.

25. ZPS has the right to assert all causes of action arising under the ’207 Patent and the right to recover any remedies for infringement of it, including the right to sue for past infringement.

26. On March 1, 2022, the United States Patent and Trademark Office issued United States Patent No. 11,262,766 (the “’766 Patent”), entitled “Pool Cleaning System and Method to Automatically Clean Surfaces of a Pool Using Images from a Camera” naming Kameshwar Durvasula and William Londono Correa as inventors. A true and correct copy of the ’766 Patent is attached to this Complaint as Exhibit 19 and incorporated herein by reference.

27. The ’766 Patent is valid and enforceable.

28. The ’766 Patent relates to a robotic pool cleaner for cleaning debris from a surface of a swimming pool by using a camera to capture images in the swimming pool and using a controller to control the cleaner in response to the captured images. *See* Ex. 19, Abstract. In one embodiment, the camera captures an image of a portion of the pool and the controller controls the robotic pool cleaner based on the image that was taken. *Id.* at 1:58-2:33.

29. ZPS owns by assignment all right, title, and interest in, and has standing to sue for infringement of the ’766 Patent.

30. ZPS has the right to assert all causes of action arising under the ’766 Patent and the right to recover any remedies for infringement of it, including the right to sue for past infringement.

31. On May 11, 2021, the United States Patent and Trademark Office issued United States Patent No. 11,003,191 (the “’191 Patent”), entitled “Pool Cleaning System and Method to Automatically Clean Surfaces of a Pool Using Images from a Camera” naming Kameshwar Durvasula and William Londono Correa as inventors. A true and correct copy of the ’191 Patent is attached to this Complaint as Exhibit 20 and incorporated herein by reference.

32. The ’191 Patent is valid and enforceable.

33. The ’191 Patent relates to a robotic pool cleaner for cleaning debris from a surface of a swimming pool by using a camera to capture images in the swimming pool and using a controller to control the cleaner in response to the captured images. *See* Ex. 20, Abstract. In one embodiment, the camera captures an image of a portion of the pool and the controller controls the robotic pool cleaner based on the image that was taken. *Id.* at 1:57-2:32.

34. ZPS owns by assignment all right, title, and interest in, and has standing to sue for infringement of the ’191 Patent.

35. ZPS has the right to assert all causes of action arising under the ’191 Patent and the right to recover any remedies for infringement of it, including the right to sue for past infringement.

FACTUAL BACKGROUND

36. On July 29, 2022, Zodiac filed a complaint in the ITC against several respondents including Wybotics for the infringement of the ’031 and ’029 Patents. *In the Matter of Certain Robotic Pool Cleaners, Products Containing the Same, and Components Thereof*, Inv. No. 337-TA-1326, Complaint (July 29, 2022) (the “ITC Investigation”).

37. On the same day, July 29, 2022, ZPCE also filed a complaint in the District Court for the Central District of California against the entities named in the ITC complaint for the infringement of the ’031 and ’029 Patents. *Zodiac Pool Care Europe v. Wybotics, Co. Ltd. et al*, CDCA-2-22-cv-05271, Dkt. 1 (July 29, 2022) (the “CDCA Action”).

38. During the ITC Investigation, Wybotics represented that it had stopped manufacturing, importing, and selling the ITC Accused Products, and it would no longer manufacture, import, or sell the products at issue, which included Winny HJ3172, Bugson, Bugson Plus, and Aquamoto Scrubo Pro (the “ITC Accused Products”). *See* Ex. 10 (excerpt from *Certain Robotic Pool Cleaners*, Respondents’ Initial Markman Brief (Dec. 20, 2022); Ex. 11 (excerpt from

Id., Respondents Letter to ALJ (Feb. 22, 2023)); Ex. 12 (excerpt from *Id.*, Complainants Responsive Letter to ALJ (Feb. 24, 2023)).

39. As a result of Wybotics' representations, on February 20, 2023, Zodiac moved to terminate the investigation in the ITC as to Wybotics and Tianjin Pool & Spa Corporation ("TPS") "because 'Wybotics [] provided sworn representations that it [] stopped importing and selling the [ITC] Accused Products and will no longer import or sell the [ITC] Accused Products.'" *Robotic Pool Cleaners*, Order No. 16, Initial Determination (February 21, 2023) (quoting Zodiac's Unopposed Motion to Withdraw Complaint and Terminate Investigation as to Wybotics Respondents February 20, 2023).

40. On March 29, 2023, relying on the representations by Wybotics in the ITC Investigation, ZPCE filed a voluntary dismissal without prejudice as to Wybotics and TPS in the CDCA Action, electing not to seek damages for the past sale of the ITC Accused Products so long as Wybotics ceased its infringement. *Id.*, Dkt. 24 (March 29, 2023).

41. On information and belief, for a brief period of time, Wybotics abided by its representations to the ITC and sold non-infringing versions of its robotic pool cleaners. However, Wybotics has again started selling infringing products, including the Wybot C1, Wybot C1 Pro, Wybot C1 Max, Wybot S2, Wybot S2 Pro, and AquaClean, which are each non-materially different with respect to the infringing features covered by the '031 Patent. Wybotics' recent sales of products that are not materially different from the ITC Accused Products with respect to the infringing features flies in the face of the sworn representations that it made during the ITC Investigation—namely that Wybotics had stopped manufacturing, importing, and selling the ITC Accused Products and had no plans to do so in the future.

42. Additionally, despite making the sworn representations, Wybotics began advertising on its website that it "did not make any commitments . . . or sign any agreement," so "all of [its] products can be sold normally in the United States." Ex. 5.

43. On June 4, 2024, Zodiac sent Wybotics a letter notifying Wybotics of its infringement of the '207, '766, and '191 Patents at least by importing and/or offering the Wybot M2, which includes a Vision Tech system, for sale. Ex. 21. Three days later, on June 7, 2024, Wybotics confirmed receipt of Zodiac's letter, stating that "[Wybotics'] legal counsel will be in touch with you to discuss this matter further." Ex. 22. Having not heard from Wybotics or its purported legal counsel for over three weeks, Zodiac sent Wybotics a letter on July 1, 2024, inquiring into the status of any response from its purported legal counsel. Ex. 23. On July 9, 2024, Wybotics' counsel finally responded to Zodiac informing it that Wybotics would address Zodiac's letter in August. Ex. 24. However, on August 27, 2024, Wybotics' counsel indicated that Wybotics needed more time to respond to the letter. Ex. 24.

44. On information and belief, Wybotics removed the Wybot M2 for sale from its website after July 17, 2024, but before August 5, 2024. *See* Ex. 25 (showing the Wybot M2 available for purchase on July 17, 2024); Ex. 26 (showing the same webpage for purchasing the Wybot M2 as removed and no longer available for purchase on August 5, 2024).

45. On information and belief, Wybotics started offering the Wybot M2 for sale again without responding to or notifying Zodiac and expanded its offering of products implementing the infringing Vision Tech system to include the Wybot C2 Vision at some time on or before March 19, 2025, and the Wybot S2 Solar Vision at some time on or before May 12, 2025. Exs. 27, 28, 29. Additionally, on information and belief, Wybotics actively showcased the infringing Vision

Tech system and Wybot M2 at the International Pool, Spa, and Patio Expo in Dallas, Texas on November 9–11, 2024.

46. Having not heard from Wybotics since August 27, 2024, and having found Wybotics to be offering the infringing Wybot M2 for sale again, as well as additional infringing products, namely the Wybot C2 Vision, Wybot S2 Solar, and Wybot S2 Solar Vision, Zodiac sent yet another letter to Wybotics on June 2, 2025. Ex. 30. On June 12, 2025, Wybotics finally responded to Zodiac's letters but refused to stop selling the infringing products. Ex. 31.

47. As a result, Zodiac now brings this action, seeking relief both as to the newly introduced infringing products (*i.e.*, Wybot C1, Wybot C1 Pro, Wybot C1 Max, Wybot C2 Vision, Wybot M2, Wybot S2, Wybot S2 Pro, Wybot S2 Solar, Wybot S2 Solar Vision, and AquaClean) and the ITC Accused Products, as well as any others that meet or have met the limitations of the Asserted Patents.

COUNT I

Infringement of U.S. Patent No. 8,393,031

48. Zodiac re-alleges and incorporates by reference the allegations of the preceding paragraphs as if set forth fully herein.

49. Without license or authorization and in violation of 35 U.S.C. § 271(a), Wybotics has infringed and continues to infringe the '031 Patent by importing into this district and elsewhere in the United States, using, offering for sale, and/or selling within this district and elsewhere in the United States, products related to swimming pool cleaners which incorporate each and every element of one or more of the claims of the '031 Patent and therefore are covered by the '031 Patent, including but not limited to the Accused Products.

50. Wybotics directly infringes one or more claims of the ’031 Patent, including but not limited to claim 1, either literally or under the doctrine of equivalents by using, selling, offering for sale, or importing into the United States the Accused Products and will continue to do so unless enjoined by this Court.

51. The Accused Products meet each and every limitation of at least claim 1 of the ’031 Patent. Exemplary infringement claim charts are attached to this Complaint for the Wybot C1 (*see* Exhibit 13) and Wybotics HJ3172 (*see* Exhibit 14) and are incorporated herein by reference.

52. Wybotics also indirectly infringes the ’031 Patent within the United States by inducement under 35 U.S.C. § 271(b). Wybotics knowingly and intentionally induced, and continues to induce, others in this judicial district and throughout the United States, including but not limited to Wybotics’ customers and/or ultimate end users, to directly infringe one or more claims of the ’031 Patent, such as claim 1. Wybotics does so, *inter alia*, by (1) providing instructions or information to explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products in Wybotics’ Wybot C1 Operating Manual. *See* Ex. 15; *see also* Ex. 16.

53. Wybotics also indirectly infringes the ’031 Patent by contributing to direct infringement by Wybotics’ customers and/or ultimate end users under 35 U.S.C. § 271(c) by providing the Accused Products, which, as evidenced by Wybotics’ own advertising materials, are specifically made for use in a manner infringing one or more claims of the ’031 Patent, such as claim 1, and have no substantial non-infringing uses.

54. On information and belief, Wybotics imports the Accused Products into the United States for further sale in the United States. *See* Ex. 2.

55. Zodiac has suffered and continues to suffer monetary damages and other injuries as a result of Wybotics' past and continuing infringement under 35 U.S.C. § 271. Zodiac has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. Zodiac is entitled to recover damages to compensate Plaintiff for Wybotics' infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

56. Zodiac has been and continues to be irreparably injured by Wybotics' past and continuing infringement, inducement of infringement, and/or contributory infringement of the '031 Patent, and Wybotics' infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.

57. Wybotics' infringement, inducement of infringement, and/or contributory infringement of the '031 Patent has been and continues to be willful, deliberate, and with knowledge of the '031 Patent, such that Zodiac is entitled to recover enhanced damages pursuant to 35 U.S.C. § 284 and attorney's fees and other expenses of litigation pursuant to 35 U.S.C. § 285. For example, Wybotics learned of the '031 Patent at least as early as July 29, 2022, the filing date of the ITC Investigation and CDCA Action. Additionally, as stated above, Wybotics represented in the ITC Investigation that it was no longer manufacturing the ITC Accused Products, but subsequently began manufacturing the non-materially different Accused Products while also advertising on its website that it had not made any commitments during the ITC Investigation and can freely manufacture, import, and sell in the United States. *Supra* Factual Background.

COUNT II

Infringement of U.S. Patent No. 8,393,029

58. Zodiac re-alleges and incorporates by reference the allegations of the preceding paragraphs as if set forth fully herein.

59. Without license or authorization and in violation of 35 U.S.C. § 271(a), Wybotics has infringed and/or continues to infringe the ’029 Patent by importing into this district and elsewhere in the United States, using, offering for sale, and/or selling within this district and elsewhere in the United States, products related to swimming pool cleaners which incorporate each and every element of one or more of the claims of the ’029 Patent and therefore are covered by the ’029 Patent, including but not limited to the Accused Products.

60. Wybotics directly infringed and/or infringes one or more claims of the ’029 Patent, including but not limited to claim 1, either literally or under the doctrine of equivalents by using, selling, offering for sale, or importing into the United States the Accused Products that embody each element of at least one of the claims of the ’029 Patent and will continue to do so unless enjoined by this Court.

61. The Accused Products meet each and every limitation of at least claim 1 of the ’029 Patent. An infringement claim chart is attached to this Complaint for the Wybotics HJ3172 and is incorporated herein by reference. *See* Ex. 17.

62. Wybotics also indirectly infringed and/or infringes the ’029 Patent within the United States by inducement under 35 U.S.C. § 271(b). Wybotics learned of the ’029 Patent at least as early as receipt of a letter dated February 12, 2016. Since then, Wybotics knowingly and intentionally induced, and continues to induce, others in this judicial district and throughout the United States, including but not limited to Wybotics’ customers and/or ultimate end users, to

directly infringe one or more claims of the ’029 Patent, such as claim 1. Wybotics does so, *inter alia*, by (1) providing instructions or information to explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products in Wybotics’ HJ3172 Operating Manual. *See* Ex. 16.

63. Wybotics also indirectly infringed and/or infringes the ’029 Patent by contributing to direct infringement by Wybotics’ customers and/or ultimate end users under 35 U.S.C. § 271(c) by providing the Accused Products, which, as evidenced by Wybotics’ own advertising materials, are specifically made for use in a manner infringing one or more claims of the ’029 Patent, such as claim 1, and have no substantial non-infringing uses.

64. On information and belief, Wybotics imported and/or imports the Accused Products into the United States for further sale in the United States.

65. ZPCE has suffered and continues to suffer monetary damages and other injuries as a result of Wybotics’ past and continuing infringement under 35 U.S.C. § 271. ZPCE has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. ZPCE is entitled to recover damages to compensate ZPCE for Wybotics’ infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

66. ZPCE has been and continues to be irreparably injured by Wybotics’ past and continuing infringement, inducement of infringement, and/or contributory infringement of the ’029 Patent, and Wybotics’ infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.

67. Wybotics’ infringement, inducement of infringement, and/or contributory infringement of the ’029 Patent has been and continues to be willful, deliberate, and with knowledge of the ’029 Patent, such that ZPCE is entitled to recover enhanced damages pursuant

to 35 U.S.C. § 284 and attorney's fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

COUNT III

Infringement of U.S. Patent No. 11,880,207

68. Zodiac re-alleges and incorporates by reference the allegations of the preceding paragraphs as if set forth fully herein.

69. Without license or authorization and in violation of 35 U.S.C. § 271(a), Wybotics has infringed and/or continues to infringe the '207 Patent by importing into this district and elsewhere in the United States, using, offering for sale, and/or selling within this district and elsewhere in the United States, products related to swimming pool cleaners which incorporate each and every element of one or more of the claims of the '207 Patent and therefore are covered by the '207 Patent, including but not limited to the Accused Products.

70. Wybotics directly infringed and/or infringes one or more claims of the '207 Patent, including but not limited to claim 2, either literally or under the doctrine of equivalents by using, selling, offering for sale, or importing into the United States the Accused Products that embody each element of at least one of the claims of the '207 Patent and will continue to do so unless enjoined by this Court.

71. The Accused Products meet each and every limitation of at least claim 2 of the '207 Patent. An infringement claim chart is attached to this Complaint for the Wybot M2 and is incorporated herein by reference. *See* Ex. 32.

72. Wybotics also indirectly infringed and/or infringes the '207 Patent within the United States by inducement under 35 U.S.C. § 271(b). Wybotics learned of the '207 Patent at least as early as receipt of a letter dated June 4, 2024. Since then, Wybotics knowingly and

intentionally induced, and continues to induce, others in this judicial district and throughout the United States, including but not limited to Wybotics' customers and/or ultimate end users, to directly infringe one or more claims of the '207 Patent, such as claim 2. Wybotics does so, *inter alia*, by (1) providing instructions or information to explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products on Wybotics' website and in Wybotics' Wybot M2 User Manual. *See* Exs. 28 and 33.

73. Wybotics also indirectly infringed and/or infringes the '207 Patent by contributing to direct infringement by Wybotics' customers and/or ultimate end users under 35 U.S.C. § 271(c) by providing the Accused Products, which, as evidenced by Wybotics' own advertising materials, are specifically made for use in a manner infringing one or more claims of the '207 Patent, such as claim 1, and have no substantial non-infringing uses.

74. On information and belief, Wybotics imported and/or imports the Accused Products into the United States for further sale in the United States.

75. ZPS has suffered and continues to suffer monetary damages and other injuries as a result of Wybotics' past and continuing infringement under 35 U.S.C. § 271. ZPS has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. ZPS is entitled to recover damages to compensate ZPS for Wybotics' infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

76. ZPS has been and continues to be irreparably injured by Wybotics' past and continuing infringement, inducement of infringement, and/or contributory infringement of the '207 Patent, and Wybotics' infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.

77. Wybotics' infringement, inducement of infringement, and/or contributory infringement of the '207 Patent has been and continues to be willful, deliberate, and with knowledge of the '207 Patent, such that ZPS is entitled to recover enhanced damages pursuant to 35 U.S.C. § 284 and attorney's fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

COUNT IV

Infringement of U.S. Patent No. 11,262,766

78. Zodiac re-alleges and incorporates by reference the allegations of the preceding paragraphs as if set forth fully herein.

79. Without license or authorization and in violation of 35 U.S.C. § 271(a), Wybotics has infringed and/or continues to infringe the '766 Patent by importing into this district and elsewhere in the United States, using, offering for sale, and/or selling within this district and elsewhere in the United States, products related to swimming pool cleaners which incorporate each and every element of one or more of the claims of the '766 Patent and therefore are covered by the '766 Patent, including but not limited to the Accused Products.

80. Wybotics directly infringed and/or infringes one or more claims of the '766 Patent, including but not limited to claim 4, either literally or under the doctrine of equivalents by using, selling, offering for sale, or importing into the United States the Accused Products that embody each element of at least one of the claims of the '766 Patent and will continue to do so unless enjoined by this Court.

81. The Accused Products meet each and every limitation of at least claim 4 of the '766 Patent. An infringement claim chart is attached to this Complaint for the Wybot M2 and is incorporated herein by reference. *See* Ex. 34.

82. Wybotics also indirectly infringed and/or infringes the ’766 Patent within the United States by inducement under 35 U.S.C. § 271(b). Wybotics learned of the ’766 Patent at least as early as receipt of a letter dated June 4, 2024. Since then, Wybotics knowingly and intentionally induced, and continues to induce, others in this judicial district and throughout the United States, including but not limited to Wybotics’ customers and/or ultimate end users, to directly infringe one or more claims of the ’766 Patent, such as claim 4. Wybotics does so, *inter alia*, by (1) providing instructions or information to explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products on Wybotics’ website and in Wybotics’ Wybot M2 User Manual. *See* Exs. 28 and 33.

83. Wybotics also indirectly infringed and/or infringes the ’766 Patent by contributing to direct infringement by Wybotics’ customers and/or ultimate end users under 35 U.S.C. § 271(c) by providing the Accused Products, which, as evidenced by Wybotics’ own advertising materials, are specifically made for use in a manner infringing one or more claims of the ’766 Patent, such as claim 1, and have no substantial non-infringing uses.

84. On information and belief, Wybotics imported and/or imports the Accused Products into the United States for further sale in the United States.

85. ZPS has suffered and continues to suffer monetary damages and other injuries as a result of Wybotics’ past and continuing infringement under 35 U.S.C. § 271. ZPS has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. ZPS is entitled to recover damages to compensate ZPS for Wybotics’ infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

86. ZPS has been and continues to be irreparably injured by Wybotics’ past and continuing infringement, inducement of infringement, and/or contributory infringement of the

’766 Patent, and Wybotics’ infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.

87. Wybotics’ infringement, inducement of infringement, and/or contributory infringement of the ’766 Patent has been and continues to be willful, deliberate, and with knowledge of the ’766 Patent, such that ZPS is entitled to recover enhanced damages pursuant to 35 U.S.C. § 284 and attorney’s fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

COUNT V

Infringement of U.S. Patent No. 11,003,191

88. Zodiac re-alleges and incorporates by reference the allegations of the preceding paragraphs as if set forth fully herein.

89. Without license or authorization and in violation of 35 U.S.C. § 271(a), Wybotics has infringed and/or continues to infringe the ’191 Patent by importing into this district and elsewhere in the United States, using, offering for sale, and/or selling within this district and elsewhere in the United States, products related to swimming pool cleaners which incorporate each and every element of one or more of the claims of the ’191 Patent and therefore are covered by the ’191 Patent, including but not limited to the Accused Products.

90. Wybotics directly infringed and/or infringes one or more claims of the ’191 Patent, including but not limited to claim 3, either literally or under the doctrine of equivalents by using, selling, offering for sale, or importing into the United States the Accused Products that embody each element of at least one of the claims of the ’191 Patent and will continue to do so unless enjoined by this Court.

91. The Accused Products meet each and every limitation of at least claim 3 of the '191 Patent. An infringement claim chart is attached to this Complaint for the Wybot M2 and is incorporated herein by reference. *See* Ex. 35.

92. Wybotics also indirectly infringed and/or infringes the '191 Patent within the United States by inducement under 35 U.S.C. § 271(b). Wybotics learned of the '191 Patent at least as early as receipt of a letter dated June 4, 2024. Since then, Wybotics knowingly and intentionally induced, and continues to induce, others in this judicial district and throughout the United States, including but not limited to Wybotics' customers and/or ultimate end users, to directly infringe one or more claims of the '191 Patent, such as claim 3. Wybotics does so, *inter alia*, by (1) providing instructions or information to explain how to use the Accused Products in an infringing manner; and (2) touting these infringing uses of the Accused Products on Wybotics' website and in Wybotics' Wybot M2 User Manual. *See* Exs. 28 and 33.

93. Wybotics also indirectly infringed and/or infringes the '191 Patent by contributing to direct infringement by Wybotics' customers and/or ultimate end users under 35 U.S.C. § 271© by providing the Accused Products, which, as evidenced by Wybotics' own advertising materials, are specifically made for use in a manner infringing one or more claims of the '191 Patent, such as claim 1, and have no substantial non-infringing uses.

94. On information and belief, Wybotics imported and/or imports the Accused Products into the United States for further sale in the United States.

95. ZPS has suffered and continues to suffer monetary damages and other injuries as a result of Wybotics' past and continuing infringement under 35 U.S.C. § 271. ZPS has suffered damages in the form of lost profits, lost sales, and/or lost opportunities. ZPS is entitled to recover

damages to compensate ZPS for Wybotics' infringing activities in an amount to be determined at trial, but in no event less than a reasonable royalty.

96. ZPS has been and continues to be irreparably injured by Wybotics' past and continuing infringement, inducement of infringement, and/or contributory infringement of the '191 Patent, and Wybotics' infringing activities will continue unless enjoined by this Court pursuant to 35 U.S.C. § 283.

97. Wybotics' infringement, inducement of infringement, and/or contributory infringement of the '191 Patent has been and continues to be willful, deliberate, and with knowledge of the '191 Patent, such that ZPS is entitled to recover enhanced damages pursuant to 35 U.S.C. § 284 and attorney's fees and other expenses of litigation pursuant to 35 U.S.C. § 285.

PRAYER FOR RELIEF

WHEREFORE, Zodiac respectfully requests that the Court:

A. Enter judgment that Wybotics has infringed at least one or more claims of the '031 Patent, directly and/or indirectly, literally and/or under the doctrine of equivalents;

B. Enter judgment that Wybotics has infringed at least one or more claims of the '029 Patent, directly and/or indirectly, literally and/or under the doctrine of equivalents;

C. Enter judgment that Wybotics has infringed at least one or more claims of the '207 Patent, directly and/or indirectly, literally and/or under the doctrine of equivalents;

D. Enter judgment that Wybotics has infringed at least one or more claims of the '766 Patent, directly and/or indirectly, literally and/or under the doctrine of equivalents;

E. Enter judgment that Wybotics has infringed at least one or more claims of the '191 Patent, directly and/or indirectly, literally and/or under the doctrine of equivalents;

F. Award Zodiac its actual damages as a result of Wybotics' infringing activities;

G. Permanently enjoin Wybotics from continuing to infringe, induce infringement, or contribute to infringement of the ’031 patent, pursuant to 35 U.S.C. § 283;

H. Permanently enjoin Wybotics from continuing to infringe, induce infringement, or contribute to infringement of the ’029 patent, pursuant to 35 U.S.C. § 283;

I. Permanently enjoin Wybotics from continuing to infringe, induce infringement, or contribute to infringement of the ’207 patent, pursuant to 35 U.S.C. § 283;

J. Permanently enjoin Wybotics from continuing to infringe, induce infringement, or contribute to infringement of the ’766 patent, pursuant to 35 U.S.C. § 283;

K. Permanently enjoin Wybotics from continuing to infringe, induce infringement, or contribute to infringement of the ’191 patent, pursuant to 35 U.S.C. § 283;

L. Award Zodiac damages in an amount to be proven at trial because of the injury suffered by reason of Wybotics’ infringement of the ’031 Patent;

M. Award ZPCE damages in an amount to be proven at trial because of the injury suffered by reason of Wybotics’ infringement of the ’029 Patent;

N. Award ZPS damages in an amount to be proven at trial because of the injury suffered by reason of Wybotics’ infringement of the ’207 Patent;

O. Award ZPS damages in an amount to be proven at trial because of the injury suffered by reason of Wybotics’ infringement of the ’766 Patent;

P. Award ZPS damages in an amount to be proven at trial because of the injury suffered by reason of Wybotics’ infringement of the ’191 Patent;

Q. Increase the damages awarded to Zodiac by three times the amount found to be Zodiac’s actual damages, as authorized by 35 U.S.C. § 284 as a result of Wybotics’ willful infringement of the ’031 Patent;

R. Increase the damages awarded to ZPCE by three times the amount found to be ZPCE's actual damages, as authorized by 35 U.S.C. § 284 as a result of Wybotics' willful infringement of the '029 Patent;

S. Increase the damages awarded to ZPS by three times the amount found to be ZPS's actual damages, as authorized by 35 U.S.C. § 284 as a result of Wybotics' willful infringement of the '207 Patent;

T. Increase the damages awarded to ZPS by three times the amount found to be ZPS's actual damages, as authorized by 35 U.S.C. § 284 as a result of Wybotics' willful infringement of the '766 Patent;

U. Increase the damages awarded to ZPS by three times the amount found to be ZPS's actual damages, as authorized by 35 U.S.C. § 284 as a result of Wybotics' willful infringement of the '191 Patent;

V. Award Zodiac its expenses of litigation, including reasonable attorney's fees pursuant to 35 U.S.C. § 285;

W. Award Zodiac prejudgment interest, post-judgment interest, and costs pursuant to 35 U.S.C. § 284; and

X. Award Zodiac such other and further relief as the Court deems just and proper.

JURY DEMAND

Zodiac, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury on all issues so triable.

Dated: September 22, 2025

Respectfully submitted,

/s/ Steven D. Moore

Mellisa R. Smith
Texas State Bar No. 24001351
GILLAM & SMITH, LLP
303 South Washington Avenue
Marshall, Texas 75670
Telephone: (903) 934-8450
Facsimile: (903) 934-9257
Email: melissa@gillamsmithlaw.com

Of Counsel:

KILPATRICK TOWNSEND & STOCKTON LLP
Steven D. Moore
Two Embarcadero Center, Suite 1900
San Francisco, CA 94111
Telephone: (415) 576-0200
Facsimile: (415) 576-0300
Email: smoore@ktslaw.com

Kevin M. Bell
1400 Wewatta Street, Suite 600
Denver, CO USA 80202
Telephone: (303) 571-4000
Facsimile: (303) 571-4321
Email: kbell@ktslaw.com

Kathleen R. Geyer
1420 Fifth Ave., Suite 3700
Seattle, WA 98101
Telephone: (206) 467-9600
Facsimile: (206) 623-6793
Email: kgeyer@ktslaw.com

Christopher S. Leah
Andrew D. Evans
1100 Peachtree Street NE, Suite 2800
Atlanta, GA 30309
Telephone: (404) 815-6500
Facsimile: (404) 815-6555
Email: cleah@ktslaw.com
Email: ddevans@ktslaw.com

Attorneys for Zodiac Pool Systems LLC and Zodiac Pool Care Europe

CERTIFICATE OF SERVICE

I, Robert Botchway, hereby certify that on September 22, 2025, I served the document entitled: **FIRST AMENDED COMPLAINT FOR PATENT INFRINGEMENT AGAINST WYBOTICS, CO. LTD** on the interested parties in this action, as follows:

☒ [By First Class Mail] I am readily familiar with my employer's practice for collecting and processing documents for mailing with the United States Postal Service. On the date listed herein, following ordinary business practice, I served the within document at my place of business, by placing a true copy thereof, enclosed in a sealed envelope, with first class postage thereon fully prepaid, for collection and mailing with the United States Postal Service, where it would be deposited with the United States Postal Service that same day in the ordinary course of business.

Officer for Defendant: Wybotics, Co. Ltd.
Jose Valles 12121 SW 112th Ave Miami, FL 33176

☐ [By Overnight Courier] I caused each envelope to be delivered by a commercial carrier service for overnight delivery to the offices of the addressee(s).

☒ [By Electronic Transmission] I caused said document to be sent by electronic transmission to the e-mail address indicated for the parties listed below from email address RBotchway@ktslaw.com.

Attorney for Defendant: Wybotics, Co. Ltd.
Keith B. Davis JONES DAY 2727 N. Harwood St., Suite 550 Dallas, TX 752001 Phone: 214-220-3939 Email: kbdavis@jonesday.com

/s/ Robert Botchway
Robert Botchway