

Alexis A. Smith, Bar No. 274429
asmith@jonesday.com
JONES DAY
555 South Flower Street
Fiftieth Floor
Los Angeles, California 90071.2452
Telephone: (213) 489-3939
Facsimile: (213) 243-2539

Ryan B. McCrum (admitted *pro hac vice*)
rbmccrum@jonesday.com
Susan M. Gerber (admitted *pro hac vice*)
smgerber@jonesday.com
JONES DAY
901 Lakeside Avenue
Cleveland, Ohio 44114.7231
Telephone: (202) 879-3939
Facsimile: (202) 626-1700

Attorneys for Plaintiffs
WYBOTICS INC. and WYBOTICS, CO.
LTD.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WYBOTICS INC. and WYBOTICS,
CO. LTD.,

Plaintiffs,

v.

ZODIAC POOL SYSTEMS LLC and
ZODIAC POOL CARE EUROPE,

Defendants.

Case No. **2:25-cv-08526 CAS**
(AGRx)

**FIRST AMENDED COMPLAINT
FOR DECLARATORY
JUDGMENT OF
NONINFRINGEMENT AND
INVALIDITY OF PATENTS**

DEMAND FOR JURY TRIAL

1 Plaintiffs Wybotics Inc. (“Wybotics CA”) and Wybotics, Co. Ltd.
2 (“Wybotics China”) (collectively “Wybotics” or “Plaintiffs”) for their Complaint
3 against Defendants Zodiac Pool Systems LLC (“Zodiac CA”) and Zodiac Pool Care
4 Europe (“Zodiac Europe”) (collectively “Zodiac” or “Defendants”), allege as
5 follows:

6 **INTRODUCTION**

7 1. This is an action by Wybotics against Zodiac for declaratory judgment
8 of non-infringement of U.S. Patent Nos. 8,393,029 (the “’029 Patent”), 8,393,031
9 (the “’031 Patent”), 11,808,207 (the “’207 Patent”), 11,262,766 (the “’766 Patent”),
10 and 11,003,191 (the “’191 Patent”) (collectively the “Patents-in-Suit”) and invalidity
11 of the ’029 and ’031 Patents arising under the Declaratory Judgment Act 28 U.S.C.
12 §§ 2201-2202, and the patent laws of the United States, including Title 35 of the
13 United States Code.

14 2. The Patents-in-Suit relate to a device and method for cleaning a
15 submerged surface, and in particular, a device and method for cleaning swimming
16 pools.

17 3. The ’029 Patent is titled “APPARATUS FOR CLEANING A
18 SUBMERGED SURFACE INCLUDING A BRUSHING DEVICE DRIVEN BY
19 MEMBERS FOR DRIVING THE APPARATUS ON THE SUBMERGED
20 SURFACE,” lists inventors Philippe Pichon and Emmanuel Mastio, and issued on
21 March 12, 2013. A copy of the ’029 Patent is attached hereto as Exhibit 1.

22 4. The ’031 Patent is titled “APPARATUS FOR CLEANING A
23 SUBMERGED SURFACE WITH REMOVABLE FILTRATION DEVICE,” lists
24 inventors Philippe Pichon and Emmanuel Mastio, and issued on March 12, 2013. A
25 copy of the ’031 Patent is attached hereto as Exhibit 2.

26 5. The ’207 Patent is titled “POOL CLEANING SYSTEM AND
27 METHOD TO AUTOMATICALLY CLEAN SURFACES OF A POOL USING
28 IMAGES FROM A CAMERA,” lists inventors Kameshwar Durvasula and William

1 Londono Correa, and issued on January 23, 2024. A copy of the '207 Patent is
2 attached hereto as Exhibit 3.

3 6. The '766 Patent is titled "POOL CLEANING SYSTEM AND
4 METHOD TO AUTOMATICALLY CLEAN SURFACES OF A POOL USING
5 IMAGES FROM A CAMERA," lists inventors Kameshwar Durvasula and William
6 Londono Correa, and issued on March 1, 2022. A copy of the '766 Patent is
7 attached hereto as Exhibit 4.

8 7. The '191 Patent is titled "POOL CLEANING SYSTEM AND
9 METHOD TO AUTOMATICALLY CLEAN SURFACES OF A POOL USING
10 IMAGES FROM A CAMERA," lists inventors Kameshwar Durvasula and William
11 Londono Correa, and issued on May 11, 2021. A copy of the '191 Patent is
12 attached hereto as Exhibit 5.

13 8. Wybotics China designs and manufactures a line of robotic pool
14 cleaners, including Wybot C1, Wybot C1 Pro, Wybot C1 Max, Wybot C2 Vision,
15 Wybot M2, Wybot S2, Wybot S2 Pro, Wybot S2 Solar, Wybot S2 Solar Vision,
16 AquaClean, Winny HJ3172, Bugson, Bugson Plus, and Aquamoto Scrubo Pro (the
17 "Accused Products"). Wybotics China also sells certain of the accused products,
18 namely the Wybot C1, Wybot C1 Pro, Wybot C1 Max, Wybot C2 Vision, Wybot
19 M2, Wybot S2, Wybot S2 Pro, Wybot S2 Solar, Wybot S2 Solar Vision, and the
20 AquaClean, on the website www.wybotpool.com. Furthermore, Wybotics China
21 operates a store on Amazon where it sells or has sold certain of the accused
22 products, namely the Wybot C1, Wybot C1 Pro, Wybot C1 Max, Wybot C2 Vision,
23 Wybot S2, Wybot S2 Solar, and Wybot S2 Solar Vision.

24 9. Wybotics China sells the Accused Products to Wybotics CA.

25 10. Wybotics CA then sells the Accused Products to distributors in the
26 United States. Wybotics CA is also involved in the marketing and distribution of
27 the Accused Products in the United States. Wybotics CA's role includes
28 negotiations and sales of the Accused Products to US distributors, and management

1 of warehousing and distribution of the Accused Products in the US. Wybotics CA
2 also provides customer support for the Accused Products. Wybotics CA is also
3 involved in the research and development of Wybotics China.

4 11. Wybotics seeks a declaration that it and its Accused Products do not
5 infringe any valid and enforceable claim of the Patents-in-Suit.

6 **THE PARTIES**

7 12. Plaintiff Wybotics CA is a California corporation with its principal
8 place of business at 1108 S. Baldwin Ave, Suite 208, Arcadia, California 91007.

9 13. Plaintiff Wybotics China is a foreign company organized and existing
10 under the laws of China with its principal place of business at No. 30, 4th of Zhong
11 Nan Street, West-Zone, TEDA, Tianjin, China.

12 14. Wybotics CA is a wholly owned subsidiary of Wybotics China.

13 15. Defendant Zodiac Europe is a French company with its corporate
14 headquarters located at ZA La Balme, 31450 Belberaud, France. Zodiac Europe
15 contends it owns by assignment all right, title, and interest in, and has standing to
16 sue for infringement of, the '029 and '031 Patents.

17 16. Defendant Zodiac CA is a Delaware limited liability company that lists
18 its principal place of business at 2882 Whiptail Loop # 100, Carlsbad, California
19 92010. Zodiac CA contends it holds an exclusive license from Zodiac Europe,
20 granting it all substantial rights in, and has standing to sue for infringement of, the
21 '029 and '031 Patents. Zodiac CA contends it owns by assignment all right, title,
22 and interest in, and has standing to sue for infringement of the '207, '766, and '191
23 Patents.

24 **JURISDICTION AND VENUE**

25 **A. This Court has Subject Matter Jurisdiction**

26 17. This action arises under the Federal Declaratory Judgment Act, 28
27 U.S.C. § 2201 *et seq.*, and under the patent laws of the United States, 35 U.S.C. § 1
28 *et seq.*

1 18. The Court has subject matter jurisdiction over the claims alleged in
2 this action under 28 U.S.C. §§ 1331, 1338(a), and 2201(a), because this action
3 involves claims arising under the patent laws of the United States, 35 U.S.C. § 1 *et*
4 *seq.*

5 19. Off and on since 2016, Wybotics and Zodiac have been involved in
6 disputes, including several legal actions, concerning the infringement and validity
7 of the Patents-in-Suit. In February 2016, Zodiac sent a cease-and-desist letter to
8 Wybotics China using its former name of Tianjin Wangyuan Environmental
9 Protection and Technology Co., Ltd., alleging that Wybotics China infringed the
10 '029 Patent with its Winny line of products, which includes certain of the Accused
11 Products. A true and correct copy of Zodiac's 2016 letter is attached hereto as
12 Exhibit 6 to this Amended Complaint.

13 20. Zodiac initiated a lawsuit in this District on July 29, 2022 against
14 Wybotics China (doing business as Winny Pool Cleaner and formerly known as
15 Tianjin Wangyuan Environmental Protection and Technology Co., Ltd.) and its
16 former United States customer Tianjin Pool & Spa Corp., alleging that those parties
17 infringed the '029 and '031 Patents in a prior case captioned *Zodiac Pool Care*
18 *Europe v. Wybotics, Co. Ltd.*, Civil Action No. 2:22-cv-5271 ("Prior California
19 Lawsuit"). The accused products in that action included the Winny HJ3172
20 Bugson, Bugson Plus, and Aquamoto Scrubo Pro and other similar pool cleaners
21 manufactured by Wybotics China under private labels. A true and correct copy of
22 Zodiac's complaint in its Prior California Lawsuit against Wybotics is attached
23 hereto as Exhibit 7 to this Amended Complaint.

24 21. Zodiac also filed a complaint at the International Trade Commission
25 ("ITC") on July 29, 2022, alleging that Wybotics China and its United States
26 customer infringed the '029 and '031 Patents. The ITC instituted an investigation
27 as to the alleged infringement in August 2022, in Investigation No. 337-TA-1326
28 ("Prior ITC Case"). The accused products in that investigation also included the

1 Winny HJ3172 Bugson, Bugson Plus, and Aquamoto Scrubo Pro and other similar
2 pool cleaners manufactured by Wybotics under private labels. A true and correct
3 copy of Zodiac's complaint in its Prior ITC Case is attached hereto as Exhibit 8 to
4 this Amended Complaint.

5 22. After settling with other parties named in the investigation, on
6 February 21, 2023, Zodiac unilaterally withdrew its complaint and moved to
7 terminate the Prior ITC Case. Its motion was granted by the Administrative Law
8 Judge the same day.

9 23. On March 29, 2023, Zodiac filed its Notice of Voluntary Dismissal in
10 its Prior California Lawsuit (ECF No. 24).

11 24. On June 4, 2024, Zodiac, by and through counsel, Steven Moore, sent
12 Wybotics CA and Wybotics China a cease-and-desist letter alleging infringement of
13 Zodiac's '207, '766, and '191 Patents by Wybotics' pool cleaners containing
14 "Vision Tech," including the Wybot M2. A true and correct copy of that letter is
15 attached hereto as Exhibit 9 to this Amended Complaint.

16 25. Then on May 23, 2025, Zodiac initiated a new lawsuit in the Eastern
17 District of Texas, Civil Action No. 2:25-cv-582 (the "EDTX Lawsuit"). Zodiac
18 named Wybotics China as the sole defendant, alleging again that Wybotics China
19 infringes the '029 and '031 Patents. The accused products included many of those
20 identified as the "Accused Products" in paragraph 8 of this Complaint. A true and
21 correct copy of Zodiac's complaint in the EDTX Lawsuit is attached as Exhibit 10
22 to this Amended Complaint.

23 26. On June 2, 2025, Zodiac again, by and through counsel, Steven Moore,
24 sent Wybotics CA and Wybotics China a follow up letter regarding the alleged
25 infringement referenced in the June 4, 2024 letter. A true and correct copy of that
26 letter is attached hereto as Exhibit 11 to this Amended Complaint.

27 27. Then on September 22, 2025, Zodiac filed an amended complaint in
28 the EDTX Lawsuit. Zodiac, in addition to its original allegations, alleged that

1 Wybotics China infringed the '207, '766, and '191 Patents. The accused products
2 are the same as those identified as the "Accused Products" in paragraph 8 of this
3 Complaint. A true and correct copy of Zodiac's amended complaint in the EDTX
4 Lawsuit is attached as Exhibit 12 to this Amended Complaint.

5 28. As set forth above and in light of Zodiac's continued assertions of the
6 Patents-in-Suit against the Wybotics entities, an actual justiciable controversy exists
7 under 28 U.S.C. §§ 2201-2201 between Wybotics and Zodiac as to whether the
8 claims of the Patents-in-Suit are valid and infringed by any Wybotics Accused
9 Products.

10 **B. This Court has Personal Jurisdiction Over the Zodiac Defendants**

11 29. The Court has personal jurisdiction over Zodiac CA, because it
12 maintains a principal place of business in the State of California and therefore
13 resides in California.

14 30. This Court also has personal jurisdiction over both Zodiac Defendants
15 pursuant to due process and/or the California Long Arm Statute because of
16 Defendants' continuous and systematic contacts in this District as well as
17 Defendants' licensing and enforcement of the Patents-in-Suit in California.

18 31. Defendants have purposefully availed themselves of the benefits of
19 this District by initiating a Prior California Lawsuit in this District against Wybotics
20 China (doing business as Winny Pool Cleaner and formerly known as Tianjin
21 Wangyuan Environmental Protection and Technology Co., Ltd.) and its former
22 United States customer Tianjin Pool & Spa Corp., alleging that those parties
23 infringed the '029 and '031 Patents. *See* Exhibit 7.

24 32. Defendants have purposefully directed their enforcement activities at
25 this District, including by alleging infringement of the '207, '766, and '191 Patents
26 by Wybotics CA having its principal place of business in this District (*see* Exhibits
27 9, 11 & 12), and by alleging infringement of the '029 and '031 Patents by two
28 additional companies having principal places of business and/or operations in this

1 District, including at least: Tianjin Pool & Spa Corp. (a California corporation,
2 former customer of Wybotics China, and located in Commerce, California) and
3 Aiper Inc. (another California corporation located in Los Angeles, California, and
4 customer of Wybotics China)(*see* Exhibit 7 at 1-2).

5 33. Defendants' outside counsel, Steven Moore, sent a cease-and-desist
6 letter dated June 4, 2024 to Wybotics CA and Wybotics China alleging
7 infringement of the '207, '766, and '191 Patents. On information and belief,
8 Steven Moore is a resident of California with a business address in San Francisco,
9 California as listed on the June 4, 2024 letter. *See* Exhibit 9.

10 34. Defendants' outside counsel in California, Steven Moore, also sent a
11 follow up letter on June 2, 2025 to Wybotics' counsel regarding Wybotics' alleged
12 infringement of Zodiac's robotic pool cleaner-related U.S. Patents. *See* Exhibit 11.

13 35. Defendants have purposefully directed their licensing activities at this
14 District. According to Zodiac's complaint in its Prior ITC Case, Zodiac Europe
15 licensed the '029 and '031 Patents to Zodiac CA, a resident of this state. *See*
16 Exhibit 8 at p. 22, 26.

17 36. The claims asserted herein arise out of or relate to activity by
18 Defendants within and directed at this forum. Defendants' minimum contacts with
19 this forum allow this Court to exercise personal jurisdiction over Defendants and do
20 not offend any traditional notions of fair play and substantial justice.

21 **C. Venue is Proper in this District**

22 37. Venue in this District is proper under 28 U.S.C. §§ 1391(b) and (c) at
23 least because Defendants are subject to personal jurisdiction in this District, a
24 substantial part of the events giving rise to the claims occurred in this District, and
25 Defendants purposefully directed their activities to this District.

26 38. Venue in this District is also proper because Zodiac Europe is a
27 foreign company who may be sued in any judicial district under 28 U.S.C.
28 § 1391(c).

COUNT ONE: DECLARATORY JUDGMENT OF
NON-INFRINGEMENT OF THE '029 PATENT

39. Wybotics repeats and realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

40. Zodiac Europe contends that it owns by assignment all right, title, and interest in, and has standing to sue for infringement of the '029 Patent.

41. Zodiac CA contends that it holds an exclusive license with all substantial rights in, and has standing to sue for infringement of the '029 Patent.

42. Zodiac contends that the claims of the '029 Patent are valid and enforceable, and that Wybotics directly and/or indirectly infringes one or more claims of the '029 Patent by making, using, selling, offering to sell, and/or importing into the United States the Accused Products in violation of 35 U.S.C. § 271.

43. Wybotics contends that it does not infringe any valid and enforceable claim of the '029 Patent under any theory, thus Wybotics has not committed any act in violation of 35 U.S.C. § 271.

44. An actual justiciable controversy therefore exists between Wybotics and Zodiac regarding whether Wybotics has infringed any valid and enforceable claim of the '029 Patent.

45. A judicial declaration is necessary and appropriate so that Wybotics may ascertain its rights regarding its Accused Products and the '029 Patent.

46. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a declaratory judgment that Wybotics has not and does not infringe, either directly or indirectly, any valid and enforceable claim of the '029 Patent under 35 U.S.C. § 271(a), (b), or (c).

COUNT TWO: DECLARATORY JUDGMENT OF
INVALIDITY OF THE '029 PATENT

47. Wybotics repeats and realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

48. Zodiac contends that the claims of the '029 Patent are valid.

49. Wybotics contends that the claims of the '029 Patent are invalid at least for failure to comply with the requirements for patentability of Title 35 of the U.S. Code, including but not limited to 35 U.S.C. §§ 102, 103, and 112.

50. For example, the claims of the '029 Patent are anticipated under 35 U.S.C. § 102 and/or rendered obvious under 35 U.S.C. § 103 in view of the prior art of record in the prosecution of the '029 Patent, all other related U.S. and foreign applications, admissions in the '029 Patent and/or its file history, all prior art asserted in the Prior ITC Case, including at least U.S. Patent No. 5,617,600 ("Frattini"); U.S. Publication No. 2006/0059637 ("Fridman"); U.S. Publication No. 2007/0028405 ("Garti"); U.S. Patent No. 5,569,371 ("Perling"); U.S. Publication No. 2005/0181968 ("Policicchio"); U.S. Patent No. 3,947,912 ("Michaels"); U.S. Patent No. 220,413 ("Pittman"); U.S. Patent No. 3,097,383 ("Taylor"); U.S. Patent No. 3,822,754 ("Henkin"); U.S. Patent No. 3,959,922 ("Leistikow"); U.S. Patent No. 5,239,721 ("Zahuranec"); U.S. Patent No. 5,771,987 ("Marbach"); U.S. Patent No. 6,003,184 ("Campbell"); European Publication No. EP1688562A2 ("Pareti"); and Japanese Patent No. JP2977663B2 ("Sakamoto"), either alone or in combination with each other.

51. As another example, the claims of the '029 Patent are invalid under 35 U.S.C. § 112 because the '029 Patent does not contain sufficient written description of the inventions set forth in the claims and the '029 Patent does not contain an enabling disclosure.

52. An actual justiciable controversy therefore exists between Wybotics and Zodiac regarding whether or not any claims of the '029 Patent are valid.

1 53. A judicial declaration is necessary and appropriate so that Wybotics
2 may ascertain its rights regarding the validity of the '029 Patent.

3 54. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a
4 declaratory judgment that the claims of the '029 Patent are invalid under one or
5 more provisions of 35 U.S.C. §§ 102, 103, and/or 112.

6 **COUNT THREE: DECLARATORY JUDGMENT OF**
7 **NON-INFRINGEMENT OF THE '031 PATENT**

8 55. Wybotics repeats and realleges each and every allegation contained in
9 the preceding paragraphs as though fully set forth herein.

10 56. Zodiac Europe contends that it owns by assignment all right, title, and
11 interest in, and has standing to sue for infringement of the '031 Patent.

12 57. Zodiac CA contends that it holds an exclusive license with all
13 substantial rights in, and has standing to sue for infringement of the '031 Patent.

14 58. Zodiac contends that the claims of the '031 Patent are valid and
15 enforceable, and that Wybotics directly and/or indirectly infringes one or more
16 claims of the '031 Patent by making, using, selling, offering to sell, and/or
17 importing into the United States the Accused Products in violation of 35 U.S.C.
18 § 271.

19 59. Wybotics contends that it does not infringe any valid and enforceable
20 claim of the '031 Patent under any theory, thus Wybotics has not committed any act
21 in violation of 35 U.S.C. § 271.

22 60. An actual justiciable controversy therefore exists between Wybotics
23 and Zodiac regarding whether Wybotics has infringed any valid and enforceable
24 claim of the '031 Patent.

25 61. A judicial declaration is necessary and appropriate so that Wybotics
26 may ascertain its rights regarding its Accused Products and the '031 Patent.

27 62. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a
28 declaratory judgment that Wybotics has not and does not infringe, either directly or

1 indirectly, any valid and enforceable claim of the '031 Patent under 35 U.S.C.
2 § 271(a), (b), or (c).

3 **COUNT FOUR: DECLARATORY JUDGMENT OF**
4 **INVALIDITY OF THE '031 PATENT**

5 63. Wybotics repeats and realleges each and every allegation contained in
6 the preceding paragraphs as though fully set forth herein.

7 64. Zodiac contends that the claims of the '031 Patent are valid.

8 65. Wybotics contends that the claims of the '031 Patent are invalid at
9 least for failure to comply with the requirements for patentability of Title 35 of the
10 U.S. Code, including but not limited to 35 U.S.C. §§ 102, 103, and 112.

11 66. For example, the claims of the '031 Patent are anticipated under 35
12 U.S.C. § 102 and/or rendered obvious under 35 U.S.C. § 103 in view of the prior art
13 of record in the prosecution of the '031 Patent, all other related U.S. and foreign
14 applications, admissions in the '031 Patent and/or its file history, all prior art
15 asserted in the Prior ITC Case, including at least U.S. Publication No.
16 2008/0099409 ("Gorelik"); U.S. Patent No. 4,064,586 ("Caron"); Technical
17 Manual for Expert Pro pool cleaning robot ("Expert Pro"); U.S. Patent No.
18 6,013,178 ("Strano"); U.S. Patent No. 6,409,916 ("Zelas"); U.S. Publication No.
19 2002/0104790 ("Lincke"); and U.S. Publication No. 2005/0279683 ("Erlich"),
20 either alone or in combination with each other.

21 67. As another example, the claims of the '031 Patent are invalid under 35
22 U.S.C. § 112 because the '031 Patent does not contain sufficient written description
23 of the inventions set forth in the claims and the '031 Patent does not contain an
24 enabling disclosure.

25 68. An actual justiciable controversy therefore exists between Wybotics
26 and Zodiac regarding whether or not any claims of the '031 Patent are valid.

27 69. A judicial declaration is necessary and appropriate so that Wybotics
28 may ascertain its rights regarding the validity of the '031 Patent.

1 70. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a
2 declaratory judgment that the claims of the '031 Patent are invalid under one or
3 more provisions of 35 U.S.C. §§ 102, 103, and/or 112.

4 **COUNT FIVE: DECLARATORY JUDGMENT OF**
5 **NON-INFRINGEMENT OF THE '207 PATENT**

6 71. Wybotics repeats and realleges each and every allegation contained in
7 the preceding paragraphs as though fully set forth herein.

8 72. Zodiac CA contends that it owns by assignment all right, title, and
9 interest in, and has standing to sue for infringement of the '207 Patent.

10 73. Zodiac contends that the claims of the '207 Patent are valid and
11 enforceable, and that Wybotics directly and/or indirectly infringes one or more
12 claims of the '207 Patent by making, using, selling, offering to sell, and/or
13 importing into the United States the Accused Products in violation of 35 U.S.C.
14 § 271.

15 74. Wybotics contends that it does not infringe any valid and enforceable
16 claim of the '207 Patent under any theory, thus Wybotics has not committed any act
17 in violation of 35 U.S.C. § 271.

18 75. An actual justiciable controversy therefore exists between Wybotics
19 and Zodiac regarding whether Wybotics has infringed any valid and enforceable
20 claim of the '207 Patent.

21 76. A judicial declaration is necessary and appropriate so that Wybotics
22 may ascertain its rights regarding its Accused Products and the '207 Patent.

23 77. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a
24 declaratory judgment that Wybotics has not and does not infringe, either directly or
25 indirectly, any valid and enforceable claim of the '207 Patent under 35 U.S.C.
26 § 271(a), (b), or (c).

**COUNT SIX: DECLARATORY JUDGMENT OF
NON-INFRINGEMENT OF THE '766 PATENT**

78. Wybotics repeats and realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

79. Zodiac CA contends that it owns by assignment all right, title, and interest in, and has standing to sue for infringement of the '766 Patent.

80. Zodiac contends that the claims of the '766 Patent are valid and enforceable, and that Wybotics directly and/or indirectly infringes one or more claims of the '766 Patent by making, using, selling, offering to sell, and/or importing into the United States the Accused Products in violation of 35 U.S.C. § 271.

81. Wybotics contends that it does not infringe any valid and enforceable claim of the '766 Patent under any theory, thus Wybotics has not committed any act in violation of 35 U.S.C. § 271.

82. An actual justiciable controversy therefore exists between Wybotics and Zodiac regarding whether Wybotics has infringed any valid and enforceable claim of the '766 Patent.

83. A judicial declaration is necessary and appropriate so that Wybotics may ascertain its rights regarding its Accused Products and the '766 Patent.

84. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a declaratory judgment that Wybotics has not and does not infringe, either directly or indirectly, any valid and enforceable claim of the '766 Patent under 35 U.S.C. § 271(a), (b), or (c).

**COUNT SEVEN: DECLARATORY JUDGMENT OF
NON-INFRINGEMENT OF THE '191 PATENT**

85. Wybotics repeats and realleges each and every allegation contained in the preceding paragraphs as though fully set forth herein.

86. Zodiac CA contends that it owns by assignment all right, title, and interest in, and has standing to sue for infringement of the '191 Patent.

87. Zodiac contends that the claims of the '191 Patent are valid and enforceable, and that Wybotics directly and/or indirectly infringes one or more claims of the '191 Patent by making, using, selling, offering to sell, and/or importing into the United States the Accused Products in violation of 35 U.S.C. § 271.

88. Wybotics contends that it does not infringe any valid and enforceable claim of the '191 Patent under any theory, thus Wybotics has not committed any act in violation of 35 U.S.C. § 271.

89. An actual justiciable controversy therefore exists between Wybotics and Zodiac regarding whether Wybotics has infringed any valid and enforceable claim of the '191 Patent.

90. A judicial declaration is necessary and appropriate so that Wybotics may ascertain its rights regarding its Accused Products and the '191 Patent.

91. Pursuant to 28 U.S.C. §§ 2201, *et seq.*, Wybotics is entitled to a declaratory judgment that Wybotics has not and does not infringe, either directly or indirectly, any valid and enforceable claim of the '191 Patent under 35 U.S.C. § 271(a), (b), or (c).

PRAYER FOR RELIEF

WHEREFORE, Wybotics respectfully requests that this Court enter judgment against Zodiac as follows:

A. Declaring that Wybotics has not infringed and is not infringing, either directly or indirectly, any valid and enforceable claim of the '029 Patent in violation of 35 U.S.C. § 271;

B. Declaring that all claims of the '029 Patent are invalid;

- 1 C. Declaring that Wybotics has not infringed and is not infringing, either
2 directly or indirectly, any valid and enforceable claim of the '031
3 Patent in violation of 35 U.S.C. § 271;
- 4 D. Declaring that all claims of the '031 Patent are invalid;
- 5 E. Declaring that Wybotics has not infringed and is not infringing, either
6 directly or indirectly, any valid and enforceable claim of the '207
7 Patent in violation of 35 U.S.C. § 271;
- 8 F. Declaring that Wybotics has not infringed and is not infringing, either
9 directly or indirectly, any valid and enforceable claim of the '766
10 Patent in violation of 35 U.S.C. § 271;
- 11 G. Declaring that Wybotics has not infringed and is not infringing, either
12 directly or indirectly, any valid and enforceable claim of the '191
13 Patent in violation of 35 U.S.C. § 271;
- 14 H. Declaring Wybotics as the prevailing party and that this case is
15 exceptional under 35 U.S.C. § 285 and awarding Wybotics its
16 reasonable attorney's fees;
- 17 I. Awarding Wybotics its fees, expenses, costs to the fullest extent
18 permitted by law; and
- 19 J. Awarding Wybotics such other relief as the nature of the case may
20 admit or require, and any such other relief as this Court deems just and
21 proper.
22
23
24
25
26
27
28

1 Dated: September 24, 2025

Respectfully submitted,

2 JONES DAY

3
4 By: /s/ Alexis A. Smith

5 Alexis A. Smith

6
7 Alexis A. Smith, Bar No. 274429
asmith@jonesday.com
8 JONES DAY
555 South Flower Street
9 Fiftieth Floor
Los Angeles, California 90071.2452
10 Telephone: (213) 489-3939
11 Facsimile: (213) 243-2539

12 Ryan B. McCrum (admitted *pro hac*
vice)

13 rbmccrum@jonesday.com

14 Susan M. Gerber (admitted *pro hac*
vice)

smgerber@jonesday.com

JONES DAY

15 901 Lakeside Avenue
16 Cleveland, Ohio 44114.7231

Telephone: (202) 879-3939

17 Facsimile: (202) 626-1700

18 Attorneys for Plaintiffs

19 WYBOTICS INC. and WYBOTICS,
20 CO. LTD.

DEMAND FOR JURY TRIAL

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs
Wybotics Inc. and Wybotics, Co. Ltd. hereby demand a trial by jury on all issues so
triable.

Dated: September 24, 2025

Respectfully submitted,

JONES DAY

By: /s/ Alexis A. Smith
Alexis A. Smith

Alexis A. Smith, Bar No. 274429
asmith@jonesday.com
JONES DAY
555 South Flower Street
Fiftieth Floor
Los Angeles, California 90071.2452
Telephone: (213) 489-3939
Facsimile: (213) 243-2539

Ryan B. McCrum (admitted *pro hac*
vice)
rbmccrum@jonesday.com
Susan M. Gerber (admitted *pro hac*
vice)
smgerber@jonesday.com
JONES DAY
901 Lakeside Avenue
Cleveland, Ohio 44114.7231
Telephone: (202) 879-3939
Facsimile: (202) 626-1700

Attorneys for Plaintiffs
WYBOTICS INC. and WYBOTICS,
CO. LTD.