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ZODIAC POOL SYSTEMS LLC

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

BEATBOT TECHNOLOGY (USA) CO., LTD.; DEEPWATER INNOVATION TECHNOLOGY (HONG KONG) LIMITED; XINGMAI INNOVATION TECHNOLOGY (SUZHOU) CO., LTD., Plaintiff, v. ZODIAC POOL SYSTEMS LLC Defendant. ZODIAC POOL SYSTEMS LLC Counter-Claimant, v. BEATBOT TECHNOLOGY (USA) CO., LTD.; DEEPWATER INNOVATION TECHNOLOGY (HONG KONG) LIMITED; XINGMAI INNOVATION TECHNOLOGY (SUZHOU) CO., LTD., Counter-Defendants,	Case No. 3:25-cv-01946-GPC-JLB **ZODIAC POOL SYSTEMS LLC'S DISCLOSURE OF ASSERTED CLAIMS AND INFRINGEMENT CONTENTIONS**

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Defendant / Counter-Claimant Zodiac Pool Systems LLC ("Zodiac") hereby makes the following infringement disclosures with respect to United States Patent Nos. 11,880,207 (the "'207 Patent"); 11,262,766 (the "'766 Patent"); and 11,003,191 (the "'191 Patent") (collectively the "Asserted Patents").

Zodiac's investigation is ongoing, and discovery is in its preliminary stages. Plaintiffs / Counter-Defendants Beatbot Technology (USA) Co., Ltd., Deepwater Innovation Technology (Hong Kong) Limited, and Xingmai Innovation Technology (Suzhuo) Co., Ltd. ("Beatbot" or "Defendants") have not yet produced any documents. Accordingly, these disclosures are based on information available to Zodiac at this time. Zodiac reserves the right to supplement this disclosure after further discovery from Beatbot and non-parties, particularly documents and other discovery regarding Beatbot's Accused Products. Zodiac also reserves the right to assert additional claims of the Asserted Patents, accuse different products, or find alternative literal and/or equivalent infringing elements in Beatbot's products.

I. P.R. 3.1 Disclosure of Asserted Claims and Infringement Contentions

(a) P.R. 3.1(a) Identification of Asserted Claims

Beatbot has infringed and/or continues to infringe at least the following claims of the Asserted Patents:

- '207 Patent: Claims 1–3, 5–8, 12–14, and 19.
- '766 Patent: Claims 1–5.
- '191 Patent: Claims 1–3.

Zodiac reserves the right to add, delete, substitute, or otherwise amend this list of asserted claims should further discovery, the Court's claim construction, or other circumstances so merit.

(b) P.R. 3.1(b) Accused Product

Beatbot has infringed and/or continues to infringe the Asserted Claims listed above under 35 U.S.C. § 271(a) by making, using, selling, offering for sale, and/or importing the Accused Products listed below, and any products reasonably similar

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thereto:

- ’207 Patent: Beatbot AquaSense 2 Ultra
- ’766 Patent: Beatbot AquaSense 2 Ultra
- ’191 Patent: Beatbot AquaSense 2 Ultra

Zodiac reserves the right to amend this list of Accused Products and other information contained in this document and the exhibits hereto, to incorporate additional information learned during discovery, including, but not limited to, the inclusion of newly released, developed, or made products, versions, or any other equivalent or infringing devices ascertained through discovery. Further, to the extent any Accused Products have gone through or will go through name changes, but were or will be used, released, developed, made, or sold with the same accused features, earlier and later corresponding products under different names are also accused.

(c) P.R. 3.1(c) Claim Charts and Direct Infringement

Claim charts identifying every element of every Asserted Claim of each Asserted Patent within the Accused Products are attached hereto as Exhibits A–C. Specifically, a claim chart including exemplary evidence of Beatbot’s infringement of the ’207 Patent is attached as Exhibit A. A claim chart including exemplary evidence of Beatbot’s infringement of the ’766 Patent is attached as Exhibit B. A claim chart including exemplary evidence of Beatbot’s infringement of the ’191 Patent is attached as Exhibit C.

Beatbot makes, has made, uses, has used, imports, has imported, offers for sale, has offered for sale, sells, and/or has sold the Accused Products and has directly infringed and continues to directly infringe each of the asserted claims as specified in Exhibits A–C. Zodiac reserves the right to amend these claim charts, as well as other information contained in this document and the exhibits hereto, to incorporate information learned during the course of discovery, including but not limited to information that is not publicly available or readily discernible without discovery. Zodiac further reserves the right to amend these claim charts, as well as other

information contained in this document and the exhibits attached hereto. In an effort to focus the issues, Zodiac identifies exemplary evidence for each claim limitation. The evidence cited for a particular limitation should be considered in light of the additional evidence cited for the other claim limitations. Zodiac reserves the right to rely on evidence cited for any particular limitation of an asserted claim for any other limitation asserted for that claim.

Zodiac's citation of certain evidence in its claim charts should not be interpreted to limit Zodiac's infringement proof in expert reports or at trial in any way. Zodiac's claim charts provide detailed notice of Zodiac's theories of infringement, but Zodiac intends to rely on additional evidence not currently in its possession, including, but not limited to, data sheets, engineering documents, design specifications, manufacturing specifications, testing information, reference designs, source code, and/or schematics as proof of infringement in expert reports and at trial.

To the extent it is argued that an entity other than Beatbot performs or satisfies one or more limitations of an asserted claim(s) (e.g., any of Beatbot's subsidiaries), Zodiac asserts that Beatbot is also liable for direct infringement because it exercises direction and control (e.g., through an agent, alter ego, contractual relationship, the conditioning of participation in an activity or receipt of a benefit, a joint enterprise, etc.) over the performance of the claimed limitations and/or the performance of the claimed limitations are attributable to Beatbot through any theory of vicarious liability.

(d) P.R. 3.1(d) Indirect Infringement

Beatbot has induced and/or contributed to infringement, and continues to induce and/or contribute to infringement, of the Asserted Claims of the Asserted Patents for at least the following reasons. As acknowledged in Beatbot's Complaint, Beatbot obtained knowledge of the '207, '766, and '191 Patents at least as of July 17, 2025, when Zodiac sent Beatbot a letter notifying Beatbot of its infringement of the '207, '766, and '191 Patents.

Despite its knowledge of the Asserted Patents and knowledge of its infringement of the Asserted Patents, Beatbot continues to actively encourage and instruct its customers (including its distributors, retailers, and end users) to import, sell, offer for sale, and use the Accused Products in ways that directly infringe the Asserted Patents. For example, Beatbot instructs its customers to use the Accused Products in an infringing manner. Beatbot also instructs, promotes, and encourages features of the Accused Products that infringe the Asserted Patents, such as through the use of the accused features. Beatbot engages in many activities that encourage its customers to infringe the Accused Products, including (i) advertising and promotion efforts for the products; (ii) the publication of demonstrational videos concerning the products; and (iii) the publication of materials that purport to describe alleged benefits customers will derive from embracing the products. Through at least these activities, Beatbot specifically intends that its customers directly infringe the Asserted Patents.

Beatbot has contributorily infringed, and will continue to contributorily infringe the asserted claims of the Asserted Patents for at least the following reasons. Beatbot sells, offers for sale, and/or imports into the United States the Accused Products knowing that the Accused Products constitute a material part of the inventions of the asserted claims, thus contributing to infringement under 35 U.S.C. § 271(c), (f). The Accused Products are known by Beatbot to be especially made or especially adapted for use in infringement of the asserted claims, and are not a staple article or commodity of commerce suitable for substantial non-infringing uses. Beatbot has knowledge of the asserted claims at least as of the filing of the complaint. Beatbot provides to its customers (incl. distributors, retailers, and end-users) and/or subsidiaries (direct infringers) these Accused Products. Beatbot is thus liable for infringement of the asserted claims directly and indirectly including for inducement and contributory infringement. See 35 U.S.C. §§271(a)-(c), (f).

Zodiac further incorporates by reference its Counterclaims.

(e) P.R. 3.1(e) Literal Infringement and Doctrine of Equivalents

Based on its current understanding of the claim language of the Asserted Claims, the limitations of the Asserted Claims of the Asserted Patents are literally present in the Accused Products, as set forth in the claim charts attached hereto as Exhibits A–C. The claim charts at Exhibits A–C are based on publicly-available information that is currently accessible to Zodiac. However, any claim element or step not literally present in or performed by the Accused Products is satisfied under the doctrine of equivalents because any such difference between such claim element or step and the accused element or step are insubstantial. In other words, the accused element or step performs substantially the same function, in substantially the same way, to achieve substantially the same result.

As discovery has not yet begun, and claim construction has not yet occurred, it is not yet clear whether and to what extent Zodiac will rely on the doctrine of equivalents. Accordingly, Zodiac reserves the right, in response to further discovery, review of Beatbot's contentions, issuance of a claim construction order, or as otherwise permitted under the Patent Rules, to amend its infringement contentions as necessary.

(f) P.R. 3.1(f) Priority Date of Each Asserted Patent

The Asserted Patents are entitled to at least the following priority dates:

- '207 Patent: U.S. Patent No. 11,880,207 is entitled to at least a priority date of July 10, 2012.
- '766 Patent: U.S. Patent No. 11,262,766 is entitled to at least a priority date of July 10, 2012.
- '191 Patent: U.S. Patent No. 11,003,191 is entitled to at least a priority date of July 10, 2012.

(g) P.R. 3.1(g) Practicing Products

Zodiac does not currently rely on the assertion that its own apparatus, product, device, process, method, act, or other instrumentality practices the claimed invention.

However, Zodiac reserves the right to amend this disclosure to add or remove robotic pool cleaners if it discovers additional information regarding the operation of the robotic pool cleaners noted above and other robotic pool cleaners that may practice one or more claims of the Asserted Patents.

(h) P.R. 3.1(h) Willful Infringement

Beatbot has and continues to willfully infringe the Asserted Claims of the Asserted Patents. Beatbot has known of the Asserted Patents and its infringement at least as early as July 17, 2025, when Zodiac sent Beatbot a letter notifying Beatbot of its infringement of the ’207, ’766, and ’191 Patents. In its letter to Beatbot, Zodiac specifically informed Beatbot of its infringement of each of the Asserted Patents by the AquaSense 2 Ultra Robotic Pool Cleaner. Indeed, Beatbot acknowledged receipt of Zodiac’s letter. Despite its knowledge of its infringement of the Asserted Patents, however, Beatbot continued to make, use, import, offer for sale, and sell the AquaSense 2 Ultra Robotic Pool Cleaner.

Zodiac’s investigation is ongoing, and discovery is in its preliminary stages. Beatbot has not yet produced any documents. Accordingly, Zodiac reserves the right to supplement and amend this disclosure as it discovers additional information as to Beatbot’s willful infringement of the Asserted Patents.

II. P.R. 3.2 Document Production Accompanying Disclosure

Pursuant to Patent Rule 3.2, Zodiac is producing documents that are in its possession, custody, or control that could be located after a reasonable search. Zodiac’s identification of documents below shall not be construed as an admission that each document falls within or only within the exemplary categories in the Patent Rules, or that any document qualifies as prior art. Zodiac reserves the right to add to, delete from, or otherwise modify its disclosure in this section as its investigation proceeds.

Patent Rule	Bates Begin	Bates End
P.R. 3.2(a) – Prior Disclosures		
P.R. 3.2(b) – Conception and Reduction to Practice		
P.R. 3.2(c) – File Histories	ZPS-SDCA1946_00000001	ZPS-SDCA1946_00000579
P.R. 3.2(d) – Ownership of Asserted Patents	ZPS-SDCA1946_00000001	ZPS-SDCA1946_00000579

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DATED: December 9, 2025

Respectfully submitted,

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