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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA

12 BEATBOT TECHNOLOGY (USA)
13 CO. LTD., DEEPWATER
INNOVATION
14 TECHNOLOGY (HONG KONG)
LIMITED, and XINGMAI
15 INNOVATION TECHNOLOGY
(SUZHOU) CO., LTD.,

16 Plaintiffs,

17 v.

18 ZODIAC POOL SYSTEMS LLC

19 Defendant.
20

Case No. 3:25-cv-01946-GPC-JLB

**BEATBOT'S ANSWER TO
COUNTERCLAIMS**

JURY TRIAL DEMANDED

21 Plaintiffs Beatbot Technology (USA) Co. Ltd., Deepwater Innovation
22 Technology (Hong Kong) Limited, and Xingmai Innovation Technology (Suzhou)
23 Co., Ltd. (collectively, "Beatbot") answer Defendant and Counterclaimant Zodiac
24 Pool Systems LLC's ("Zodiac") counterclaims as set forth below. Unless expressly
25 admitted below, Beatbot denies each and every allegation Zodiac has set forth in its
26 counterclaims.
27
28

PARTIES¹

44. Beatbot admits that Zodiac is a Delaware limited liability company with a principal place of business at 2882 Whiptail Loop # 100, Carlsbad, California 92010.

45. Beatbot admits that Beatbot Technology (USA) Co. Ltd. is a Texas company having an address at 7307 Peek Rd., Richmond, Texas, 77407.

46. Beatbot admits that Deepwater Innovation Technology (Hong Kong) Limited is a company organized and existing under the laws of Hong Kong having an address at Flat/Room 185 G/F, Hang Wai Ind Centre, No. 6 Kin Tai St, Tuen Mun Nt, Hong Kong.

47. Beatbot admits that Xingmai Innovation Technology (Suzhou) Co., Ltd. is a company organized and existing under the laws of China having an address at 12 F, Bldg. 5, Tianyun Plaza, No.111, Wusongjiang Ave., Guoxiang St., Wuzhong District, Suzhou, 215124, Jiangsu, China.

JURISDICTION AND VENUE

48. Beatbot admits this Court has subject matter jurisdiction over Zodiac's counterclaims for patent infringement. Beatbot denies it has committed any wrongdoing that entitles Zodiac to any relief and denies the remaining allegations in this paragraph.

49. Beatbot admits this Court has personal jurisdiction over it. Beatbot denies the remaining allegations in this paragraph.

50. Beatbot admits that venue is proper in this district for purposes of this action. Beatbot denies the remaining allegations in this paragraph.

ASSERTED PATENTS

51. Beatbot admits a document purporting to be U.S. Patent No. 11,880,207 ("the '207 Patent") was attached to Zodiac's Counterclaims as Exhibit 1. Beatbot

¹ For consistency, Beatbot has replicated the paragraph numbers used in Zodiac's Counterclaims. Beatbot, however, denies any allegations contained in those headings.

1 lacks knowledge or information sufficient to admit or deny the truth of the remaining
2 allegations in this paragraph and, on that basis, denies those allegations.

3 52. Denied.

4 53. Beatbot states that the '207 Patent speaks for itself. Beatbot denies
5 Zodiac's characterization of the '207 Patent in this paragraph.

6 54. Beatbot lacks knowledge or information sufficient to admit or deny the
7 truth of the allegations in this paragraph and, on that basis, denies those allegations.

8 55. Beatbot lacks knowledge or information sufficient to admit or deny the
9 truth of the allegations in this paragraph and, on that basis, denies those allegations.

10 56. Beatbot admits a document purporting to be U.S. Patent No. 11,262,766
11 ("the '766 Patent") was attached to Zodiac's Counterclaims as Exhibit 2. Beatbot
12 lacks knowledge or information sufficient to admit or deny the truth of the remaining
13 allegations in this paragraph and, on that basis, denies those allegations.

14 57. Denied.

15 58. Beatbot states that the '766 Patent speaks for itself. Beatbot denies
16 Zodiac's characterization of the '766 Patent in this paragraph.

17 59. Beatbot lacks knowledge or information sufficient to admit or deny the
18 truth of the allegations in this paragraph and, on that basis, denies those allegations.

19 60. Beatbot lacks knowledge or information sufficient to admit or deny the
20 truth of the allegations in this paragraph and, on that basis, denies those allegations.

21 61. Beatbot admits a document purporting to be U.S. Patent No. 11,003,191
22 ("the '191 Patent") was attached to Zodiac's Counterclaims as Exhibit 3. Beatbot
23 lacks knowledge or information sufficient to admit or deny the truth of the remaining
24 allegations in this paragraph and, on that basis, denies those allegations.

25 62. Denied.

26 63. Beatbot states that the '191 Patent speaks for itself. Beatbot denies
27 Zodiac's characterization of the '191 Patent in this paragraph.

28

1 64. Beatbot lacks knowledge or information sufficient to admit or deny the
2 truth of the allegations in this paragraph and, on that basis, denies those allegations.

3 65. Beatbot lacks knowledge or information sufficient to admit or deny the
4 truth of the allegations in this paragraph and, on that basis, denies those allegations.

5 **FACTUAL BACKGROUND**

6 66. Beatbot admits it received correspondence from Zodiac's counsel dated
7 July 17, 2025. Beatbot admits that on or about July 18, 2025, its support team sent
8 an email stating, "I have submitted your issue to the senior management. Please bear
9 with us for a moment. We will inform you as soon as we have any news." Beatbot
10 admits that on or about July 23, 2025, an automated email was sent which stated,
11 "Due to the long period without receiving a response from your end, Your ticket has
12 been marked as 'Resolved.'" Beatbot admits it filed this action on July 31, 2025.
13 Beatbot denies the remaining allegations and characterizations in this paragraph.

14 67. Beatbot admits that Plaintiff Beatbot Technology (USA) Co. Ltd. offers
15 for sale and sells the Beatbot AquaSense 2 Ultra Robotic Pool Cleaner in the United
16 States. Beatbot further admits that Plaintiff Deepwater Innovation Technology (Hong
17 Kong) Limited imports, offers for sale, and sells the Beatbot AquaSense 2 Ultra
18 Robotic Pool Cleaner in the United States. Beatbot denies the remaining allegations
19 in this paragraph.

20 68. Beatbot lacks knowledge or information sufficient to admit or deny the
21 truth of the allegations in this paragraph and, on that basis, denies those allegations.

22 **FIRST COUNTERCLAIM**

23 **(INFRINGEMENT OF THE '207 PATENT)**

24 69. Beatbot re-alleges and incorporates herein by reference paragraphs 44-
25 68 of its responses to Zodiac's Counterclaims.

26 70. Denied.

27 71. Denied.

1 72. Beatbot admits that a document purporting to be an infringement claim
2 chart is attached as Exhibit 8 to Zodiac's Counterclaims. Beatbot denies the
3 remaining allegations in this paragraph.

4 73. Denied.

5 74. Denied.

6 75. Plaintiff Deepwater Innovation Technology (Hong Kong) Limited
7 admits that it imports the Beatbot AquaSense 2 Ultra Robotic Pool Cleaner into the
8 United States. Beatbot denies the remaining allegations in this paragraph.

9 76. Denied.

10 77. Denied.

11 78. Denied.

12 **SECOND COUNTERCLAIM**

13 **(INFRINGEMENT OF THE '766 PATENT))**

14 79. Beatbot re-alleges and incorporates herein by reference paragraphs 44-
15 78 of its responses to Zodiac's Counterclaims.

16 80. Denied.

17 81. Denied.

18 82. Beatbot admits that a document purporting to be an infringement claim
19 chart is attached as Exhibit 11 to Zodiac's Counterclaims. Beatbot denies the
20 remaining allegations in this paragraph.

21 83. Denied.

22 84. Denied.

23 85. Plaintiff Deepwater Innovation Technology (Hong Kong) Limited
24 admits that it imports the Beatbot AquaSense 2 Ultra Robotic Pool Cleaner into the
25 United States. Beatbot denies the remaining allegations in this paragraph.

26 86. Denied.

27 87. Denied.

28 88. Denied.

THIRD COUNTERCLAIM

(INFRINGEMENT OF THE '191 PATENT))

89. Beatbot re-alleges and incorporates herein by reference paragraphs 44-88 of its responses to Zodiac's Counterclaims.

90. Denied.

91. Denied.

92. Beatbot admits that a document purporting to be an infringement claim chart is attached as Exhibit 12 to Zodiac's Counterclaims. Beatbot denies the remaining allegations in this paragraph.

93. Denied.

94. Denied.

95. Plaintiff Deepwater Innovation Technology (Hong Kong) Limited admits that it imports the Beatbot AquaSense 2 Ultra Robotic Pool Cleaner into the United States. Beatbot denies the remaining allegations in this paragraph.

96. Denied.

97. Denied.

98. Denied.

PRAYER FOR RELIEF

A. Denied.

B. Denied.

C. Denied.

D. Denied.

E. Denied.

F. Denied.

G. Denied.

H. Denied.

I. Denied.

J. Denied.

1 K. Denied.

2 L. Denied.

3 M. Denied.

4 N. Denied.

5 O. Denied.

6 P. Denied.

7 **DEMAND FOR JURY TRIAL**

8 No response is required to Zodiac's demand for a trial by jury.

9 **BEATBOT'S AFFIRMATIVE DEFENSES**

10 **FIRST AFFIRMATIVE DEFENSE**

11 **(Patent Non-Infringement)**

12 99. Beatbot has not infringed, and is not infringing, under 35 U.S.C. § 271
13 any valid and enforceable claim of the Asserted Patents either literally or under the
14 doctrine of equivalents for the alleged manufacture, use, offer for sale, sale in the
15 United States or importation into the United States of the Beatbot products and
16 services identified in the Counterclaim.

17 **SECOND AFFIRMATIVE DEFENSE**

18 **(Prosecution History Estoppel and Prosecution Disclaimer)**

19 100. Zodiac is estopped from construing the claims of the Asserted Patents
20 to cover or include, either literally or by application of the doctrine of equivalents,
21 methods used or devices manufactured, used, imported, sold, or offered for sale by
22 Beatbot because of admissions, amendments, and statements made to the USPTO
23 during prosecution of the applications leading to the issuance of the Asserted Patents
24 or related family members.

THIRD AFFIRMATIVE DEFENSE

(Unavailability of Damages Under §§ 284, 286, and 287)

101. Zodiac's claim for damages, if any, against Beatbot for alleged infringement of any claim of the Asserted Patents is statutorily limited, in whole or in part, by the provisions of 35 U.S.C. §§ 284, 286, and/or 287.

FOURTH AFFIRMATIVE DEFENSE

(No Exceptional Case Under 35 U.S.C. § 285)

102. Zodiac's Counterclaim is not an exceptional case under 35 U.S.C. § 285.

FIFTH AFFIRMATIVE DEFENSE

(No Willfulness)

103. Beatbot has not willfully infringed any of the Asserted Patents.

SIXTH AFFIRMATIVE DEFENSE

(Patent Invalidity)

104. One or more claims of the Asserted Patents are invalid for failing to comply with the provisions of the patent laws of the United States, as codified in title 35 of the United States Code, including, without limitation, 35 U.S.C. §§ 101, 102, 103, and/or 112.

SEVENTH AFFIRMATIVE DEFENSE

(Unclean Hands)

105. Zodiac's claims are barred by the doctrine of unclean hands based at least on Zodiac's conduct detailed in paragraphs 1-5 of Beatbot's Complaint for Declaratory Judgment.

EIGHTH AFFIRMATIVE DEFENSE

(Estoppel and Waiver)

106. Zodiac's claims are barred by the doctrines of estoppel and waiver based at least on Zodiac's conduct detailed in paragraphs 1-5 of Beatbot's Complaint for Declaratory Judgment.

NINTH AFFIRMATIVE DEFENSE

(Laches)

107. Zodiac's requests for equitable relief are barred by the doctrine of laches.

ADDITIONAL AFFIRMATIVE DEFENSES

108. Beatbot reserves the right to assert additional defenses based on information learned or obtained during discovery.

DEMAND FOR JURY TRIAL

Beatbot demands a trial by jury of all issues so triable.

DATED: October 14, 2025

PERKINS COIE LLP

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