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7 Attorneys for Plaintiffs  
ZODIAC POOL SYSTEMS, INC. and ZODIAC  
8 POOL CARE EUROPE,

9 UNITED STATES DISTRICT COURT  
10 SOUTHERN DISTRICT OF CALIFORNIA

11 ZODIAC POOL SYSTEMS, INC., a  
12 Delaware corporation; ZODIAC POOL  
13 CARE EUROPE, a French corporation,

14 Plaintiffs,

15 v.

16 AQUA PRODUCTS, INC.,

17 Defendant.

CASE NO. '14CV2119 AJB MDD  
**COMPLAINT**

**DEMAND FOR JURY TRIAL**

18 **COMPLAINT**

19 Plaintiffs Zodiac Pool Systems, Inc. and Zodiac Pool Care Europe (collectively “Zodiac”),  
20 by and through their attorneys, allege as follows against the defendant Aqua Products, Inc.  
21 (“Aqua Products”):  
22

23 **NATURE OF THE CASE**

24 1. This is an action seeking injunctive relief and damages for patent infringement  
25 arising from violations of the Patent Act of the United States, more particularly 35 U.S.C. §§ 271  
26 and 281.  
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COMPLAINT

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**THE PARTIES**

2. Zodiac Pool Systems, Inc. is a Delaware corporation with a principal place of business at 2620 Commerce Way, Vista, California 92081.

3. Zodiac Pool Care Europe is a French corporation with a principal place of business at 2 rue Edison, Bron 69500 France.

4. Upon information and belief, Aqua Products is a corporation organized and existing under the laws of the State of Delaware, with offices at 25 Rutgers Avenue, Cedar Grove, New Jersey 07009.

5. Upon information and belief, Aqua Products manufactures and distributes swimming pool products, including pool cleaners, and does business within this judicial district.

**JURISDICTION AND VENUE**

6. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338.

7. This Court has personal jurisdiction over Aqua Products because Aqua Products has committed, and continues to commit, acts of infringement in the State of California, has conducted business in the State of California, and/or has engaged in continuous and systematic activities in the State of California.

8. On information and belief, Aqua Products’ products that are alleged herein to infringe, were and/or continue to be made, had made, used, sold and/or offered for sale in the Southern District of California.

9. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b), 1391(c) and 1400.

**THE PATENT-IN-SUIT**

10. On December 31, 2013, United States Patent No. 8,615,836 (the “836 patent”),

1 entitled "APPARATUS FOR CLEANING A SUBMERGED SURFACE WITH A  
2 DISCONNECTABLE DIRTY CIRCUIT" was duly and lawfully issued by the U.S. Patent and  
3 Trademark Office. A true and correct copy of the '836 patent is attached hereto as Exhibit A.

4 11. Zodiac Pool Care Europe is the assignee and owner of the right, title and interest in  
5 and to the '836 patent.

6 12. Zodiac Pool Care Europe has granted to Zodiac Pool Systems, Inc. a non-exclusive  
7 license to manufacture, develop and sell products in the United States.

8 13. Zodiac has the right to assert all causes of action arising under the '836 patent and  
9 the right to recover any remedies for infringement of it.

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11 **COUNT I – INFRINGEMENT OF U.S. PATENT NO. 8,615,836**

12 14. Zodiac repeats and realleges the allegations of paragraphs 1 through 13 as if fully  
13 set forth herein.

14 15. Without license or authorization and in violation of 35 U.S.C. § 271(a), Aqua  
15 Products has infringed and continues to infringe the '836 patent by making, using, offering for  
16 sale, and/or selling within this district and elsewhere in the United States and/or importing into  
17 this district and elsewhere in the United States, products or services related to swimming pool  
18 cleaners, including but not limited to the AquaBot Breeze XLS, and AquaBot Rapids XLS.

19 16. Zodiac is entitled to recover from Aqua Products the damages sustained by Zodiac  
20 as a result of Aqua Products' infringement of the '836 patent in an amount subject to proof at  
21 trial, which, by law, cannot be less than a reasonable royalty, together with interest and costs as  
22 fixed by this Court under 35 U.S.C. § 284.

23 17. Aqua Products' acts have caused and will continue to cause Zodiac irreparable  
24 harm. Unless Aqua Products is enjoined from its wrongful conduct, Zodiac will continue to suffer  
25 irreparable harm, for which it has no adequate remedy at law.

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**JURY DEMAND**

18. Zodiac hereby demands a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Zodiac requests that this Court enter judgment against Aqua Products as follows:

A. An adjudication that Aqua Products has infringed the '836 patent;

B. An award of damages to be paid by Aqua Products adequate to compensate Zodiac for Aqua Products' past infringement of the '836 patent and any continuing or future infringement through the date such judgment is entered, including interest, costs, expenses and an accounting of all infringing acts including, but not limited to, those acts not presented at trial;

C. A permanent injunction:

(i) Enjoining Aqua Products, its employees, owners, agents, officers, directors, attorneys, representatives, affiliates, subsidiaries, successors, and assigns, and all those in active concert or participation with them or having knowledge of the causes of action, from infringing the '836 patent;

(ii) Requiring Aqua Products to deliver up for destruction all infringing products;

(iii) Requiring Aqua Products to file with the Court and serve on Zodiac, within thirty (30) days after entry of an injunction, a report in writing under oath setting forth in detail the manner in which Aqua Products has complied with the Court's injunction;

D. A declaration that this case is exceptional under 35 U.S.C. § 285 and an award of Zodiac's reasonable attorneys' fees; and

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1 E. An award to Zodiac's costs and of such further relief at law or in equity as the  
2 Court deems just and proper.

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4 Dated: September 8, 2014

McDERMOTT WILL & EMERY LLP  
DANIEL R. FOSTER  
GREGORY YODER

7  
8 By: /s/ Daniel R. Foster  
DANIEL R. FOSTER  
9 Attorneys for Plaintiffs

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