

1 KILPATRICK TOWNSEND & STOCKTON LLP
2 STEVEN D. MOORE (State Bar No. 290875)
3 smoore@kilpatricktownsend.com
4 Two Embarcadero Center, Suite 1900
San Francisco, CA 94111
Telephone: (415) 576-0200
Facsimile: (415) 576-0300

5 TAYLOR J. PFINGST (State Bar No. 316516)
6 tpfingst@kilpatricktownsend.com
7 1801 Century Park East, Suite 2300
8 Los Angeles, CA 90067
Telephone: (310) 248-3830
Facsimile: (310) 860-0363

9 Attorneys for Plaintiff
10 ZODIAC POOL CARE EUROPE

11
12 **UNITED STATES DISTRICT COURT**
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
14 **WESTERN DIVISION**

15 ZODIAC POOL CARE EUROPE

16 Plaintiff,

17 v.

18 WYBOTICS, CO. LTD. (d/b/a
19 WINNY POOL CLEANER, f/k/a
20 TIANJIN WANGYUAN
ENVIRONMENTAL PROTECTION
21 AND TECHNOLOGY CO., LTD.),
TIANJIN POOL & SPA
22 CORPORATION, a California
corporation, SHENZHEN AIPER
23 INTELLIGENT CO., LTD. and AIPER
INC., a California corporation

24 Defendant.

Civil Action No. 2:22-cv-5271

**COMPLAINT FOR PATENT
INFRINGEMENT AND DEMAND
FOR JURY TRIAL**

Complaint Filed: July 29, 2022

1 Plaintiff Zodiac Pool Care Europe (“Plaintiff” or “Zodiac”), for its Complaint
2 against Defendants Wybotics, Co. Ltd. (f/k/a Tianjin Wangyuan Environmental
3 Protection and Technology Co., Ltd. d/b/a Winny Pool Cleaner) (“Winny”), Tianjin
4 Pool & Spa Corporation (“TPS Corp.”), Shenzhen Aiper Intelligent Co., Ltd.
5 (“Shenzhen Aiper”), and Aiper Inc. (“Aiper Inc.”) (collectively referred to as
6 “Defendants”), alleges as follows:

7 **NATURE OF THE ACTION**

8 1. This is an action for patent infringement arising under the patent laws
9 of the United States, 35 U.S.C. § 271, *et seq.*, arising from Defendants’ acts of
10 infringement of United States Patent No. 8,393,029 (the “’029 Patent”) and United
11 States Patent No 8,393,031 (the “’031 Patent”) (collectively the “Asserted Patents”).

12 **THE PARTIES**

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

15 3. Defendant Wybotics, Co. Ltd. d/b/a Winny Pool Cleaner, f/k/a Tianjin
16 Wangyuan Environmental Protection and Technology Co., Ltd. (“Winny”) is a
17 Chinese company with its principal place of business located at No. 30, Zhongnan
18 4th Street, West-Zone Teda, 300462, Tianjin, China.

19 4. Defendant Tianjin Pool & Spa Corporation (“TPS Corp”) is a
20 California corporation with its corporate headquarters located at 2701-2711 Garfield
21 Avenue, Commerce, California 90040.

22 5. Defendant Shenzhen Aiper Intelligent Co., Ltd. (“Shenzhen Aiper”) is
23 Chinese company with its principal place of business located at Units 3201, 3203A,
24 and 3205, Block C, Phase 2 Galaxy World, Minle Community, Minzhi Street,
25 Longhua District, Shenzhen, China.

26 6. Defendant Aiper, Inc. (“Aiper, Inc.”) is a California corporation with
27 its corporate headquarters located at 1429 E 15th St., Los Angeles, CA 90021.

1 **JURISDICTION AND VENUE**

2 7. This action arises under the laws of the United States, 35 U.S.C.
3 §§ 101, 271, 283, 284, and 285, for patent infringement. The Court has original
4 subject matter jurisdiction over the asserted claims pursuant to 28 U.S.C. §§ 1331
5 and 1338(a).

6 8. This Court has personal jurisdiction over Defendants for at least the
7 following reasons: (1) Defendants have committed acts of patent infringement and
8 induced and contributed to acts of patent infringement by others in this district and
9 in California; (2) Defendants engage in other persistent courses of conduct and
10 derive substantial revenue from products and/or services provided to individuals in
11 this district and in California; and (3) Defendants have purposefully established
12 systematic and continuous contacts with this district and should reasonably expect to
13 be brought into court here.

14 9. Venue over this action is proper in this Court pursuant to 28 U.S.C.
15 §§ 1391(b), 1391(c) and 1400(b) because Defendants have transacted business and
16 committed acts of patent infringement in this judicial district and because
17 Defendants TPS Corp and Aiper Inc. each have a regular and established place of
18 business in this judicial district. In addition, venue is proper under § 1391(c)(3)
19 because Defendants Winny and Shenzhen Aiper are foreign companies, and a
20 defendant not resident in the United States may be sued in any judicial district.

21 **THE ASSERTED PATENTS**

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

1 11. The '029 Patent is valid and enforceable.

2 12. The '029 Patent relates to a robotic pool cleaner for cleaning an
3 immersed surface that comprises a brush driven by the wheels of the cleaner. *See*
4 Exhibit A, Abstract. In particular, the brush is joined to a wheel by means of a brush
5 pinion engaged with a toothed ring on the wheel, causing the rotation of the brush in
6 the same direction as the rotation of the wheel. *Id.* at 3:30-34.

7 13. Zodiac owns by assignment all right, title and interest in, and has
8 standing to sue for infringement of the '029 Patent.

9 14. Zodiac has the right to assert all causes of action arising under the '029
10 Patent and the right to recover any remedies for infringement of it, including the
11 right to sue for past infringement.

12 15. On March 12, 2013, the United States Patent and Trademark Office
13 issued United States Patent No. 8,393,031 (the "'031 Patent"), entitled "Apparatus
14 For Cleaning A Submerged Surface With Removable Filtration Device" naming
15 Philippe Pichon and Emmanuel Mastio as inventors. A true and correct copy of the
16 '031 Patent is attached to this Complaint as Exhibit B and incorporated herein by
17 reference.

18 16. The '031 Patent is valid and enforceable.

19 17. The '031 Patent relates to a robotic pool cleaner that comprises a
20 filtering device with two shells. *See* Exhibit B, Abstract. The first and second shell
21 of the filtering device are fitted together such that the first shell "acts as a pocket for
22 recovering debris" and the second shell "acts as a liquid inlet conduit." *Id.* at 2:53-
23 56. Furthermore, the two shells are capable of being separated for ease of emptying
24 the collected debris and cleaning the filtering device. *Id.* at 2:59-67.

25 18. Zodiac owns by assignment all right, title and interest in, and has
26 standing to sue for infringement of the '031 Patent.

27 19. Zodiac has the right to assert all causes of action arising under the '031
28 Patent and the right to recover any remedies for infringement of it, including the

1 right to sue for past infringement.

2 **COUNT 1**

3 **INFRINGEMENT OF U.S. PATENT NO. 8,393,029**

4 20. Plaintiff re-alleges and incorporates by reference the allegations of
5 paragraphs 1 to 19 above as if set forth fully herein.

6 21. Without license or authorization and in violation of 35 U.S.C. § 271(a),
7 Defendants have infringed and continue to infringe the '029 Patent by importing
8 into this district and elsewhere in the United States, using, offering for sale, and/or
9 selling within this district and elsewhere in the United States, products related to
10 swimming pool cleaners, including but not limited to the Winny HJ3172 Bugson,
11 Bugson Plus, Aiper Seagull 1500 Robotic Pool Cleaner, Aiper Smart HJ3172, Aiper
12 Aipury 1500, Ausono Cordless Robotic Pool Cleaner, Paxcess Cordless Automatic
13 Robotic Pool Cleaner, and Aquamoto Scrubo Pro, which incorporate each and every
14 element of one or more of the claims of the '029 Patent and therefore are covered by
15 the '029 Patent (the "Accused Products").

16 22. Defendants directly infringe one or more claims of the '029 Patent,
17 including but not limited to claim 1, either literally or under the doctrine of
18 equivalents by using, selling, offering for sale, or importing into the United States
19 the Accused Products that embody each element of at least one of the claims of the
20 '029 Patent and will continue to do so unless enjoined by this Court.

21 23. For example, the Accused Products include the Aiper Seagull 1500 and
22 the Ausono Cordless Robotic Pool Cleaner. The Accused Products meet each and
23 every limitation of at least claim 1 of the '029 Patent. An infringement claim chart is
24 attached to this Complaint for the Aiper Seagull 1500 (*see* Exhibit C) and is
25 incorporated herein by reference.

26 24. Defendants also indirectly infringe the '029 Patent within the United
27 States by inducement under 35 U.S.C. § 271(b). Defendants learned of the '029
28 Patent at least as early as receipt of a letter dated February 12, 2016. Since then,

1 Defendants knowingly and intentionally induced, and continue to induce, others in
2 this judicial district and throughout the United States, including but not limited to
3 Defendants' customers and/or ultimate end users, to directly infringe one or more
4 claims of the '029 Patent, such as claim 1. They do so, *inter alia*, by (1) providing
5 instructions or information to explain how to use the Accused Products in an
6 infringing manner; and (2) touting these infringing uses of the Accused Products in
7 Defendants' Aiper Seagull 1500 Operating Manual (*see* Exhibit D).

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

14 26. Upon information and belief, Defendants import the Accused Products
15 into the United States for further sale in the United States.

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

22 28. Zodiac has been and continues to be irreparably injured by Defendants'
23 past and continuing infringement, inducement of infringement, and/or contributory
24 infringement of the '029 Patent, and Defendants' infringing activities will continue
25 unless enjoined by this Court pursuant to 35 U.S.C. § 283.

26 29. Defendants' infringement, inducement of infringement, and/or
27 contributory infringement of the '029 Patent has been and continues to be willful,
28 deliberate, and with knowledge of the '029 Patent, such that Zodiac is entitled to

1 recover enhanced damages pursuant to 35 U.S.C. § 284 and attorney’s fees and
2 other expenses of litigation pursuant to 35 U.S.C. § 285.

3 **COUNT 2**

4 **INFRINGEMENT OF U.S. PATENT NO. 8,393,031**

5 30. Plaintiff re-alleges and incorporates by reference the allegations of
6 paragraphs 1 to 29 above as if set forth fully herein.

7 31. Without license or authorization and in violation of 35 U.S.C. § 271(a),
8 Defendants have infringed and continue to infringe the ’031 Patent by importing
9 into this district and elsewhere in the United States, using, offering for sale, and/or
10 selling within this district and elsewhere in the United States, products related to
11 swimming pool cleaners, including but not limited to the Winny HJ3172 Bugson,
12 Bugson Plus, Aiper Seagull 1500 Robotic Pool Cleaner, Aiper Smart HJ3172, Aiper
13 Aipury 1500, Ausono Cordless Robotic Pool Cleaner, Paxcess Cordless Automatic
14 Robotic Pool Cleaner, and Aquamoto Scrubo Pro, which incorporate each and every
15 element of one or more of the claims of the ’031 Patent and therefore are covered by
16 the ’031 Patent (“the Accused Products”).

17 32. Defendants directly infringe one or more claims of the ’031 Patent,
18 including but not limited to claim 1, either literally or under the doctrine of
19 equivalents by using, selling, offering for sale, or importing into the United States
20 the Accused Instrumentality that embodies each element of at least one of the claims
21 of the ’031 Patent and will continue to do so unless enjoined by this Court.

22 33. For example, the Accused Products include the Aiper Seagull 1500 and
23 the Ausono Cordless Robotic Pool Cleaner. The Accused Products meet each and
24 every limitation of at least claim 1 of the ’031 Patent. An infringement claim chart is
25 attached to this Complaint for the Aiper Seagull 1500 (*see* Exhibit E) and is
26 incorporated herein by reference.

27 34. Defendants also indirectly infringe the ’031 Patent within the United
28 States by inducement under 35 U.S.C. § 271(b). Defendants knowingly and

1 intentionally induced, and continue to induce, others in this judicial district and
2 throughout the United States, including but not limited to Defendants' customers
3 and/or ultimate end users, to directly infringe one or more claims of the '031 Patent,
4 such as claim 1. They do so, *inter alia*, by (1) providing instructions or information
5 to explain how to use the Accused Products in an infringing manner; and (2) touting
6 these infringing uses of the Accused Products in Defendants' Aiper Seagull 1500
7 Operating Manual (*see* Exhibit D).

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

14 36. Upon information and belief, Defendants import the Accused Products
15 into the United States for further sale in the United States.

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

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

26 39. Defendants' infringement, inducement of infringement, and/or
27 contributory infringement of the '031 Patent has been and continues to be willful,
28 deliberate, and with knowledge of the '031 Patent, such that Zodiac is entitled to

1 recover enhanced damages pursuant to 35 U.S.C. § 284 and attorney's fees and
2 other expenses of litigation pursuant to 35 U.S.C. § 285.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Zodiac respectfully requests that the Court:

5 A. Enter judgment that Defendants have infringed at least one or more
6 claims of the '029 Patent, directly and/or indirectly, literally and/or under the
7 doctrine of equivalents;

8 B. Enter judgment that Defendants have infringed at least one or more
9 claims of the '031 Patent, directly and/or indirectly, literally and/or under the
10 doctrine of equivalents;

11 C. Award Zodiac its actual damages as a result of Defendants' infringing
12 activities;

13 D. Permanently enjoin Defendants from continuing to infringe, induce
14 infringement, or contribute to infringement of the '029 patent, pursuant to 35 U.S.C.
15 § 283;

16 E. Permanently enjoin Defendants from continuing to infringe, induce
17 infringement, or contribute to infringement of the '031 patent, pursuant to 35 U.S.C.
18 § 283;

19 F. Award Zodiac damages in an amount to be proven at trial because of
20 the injury suffered by reason of Defendants' infringement of the '029 Patent;

21 G. Award Zodiac damages in an amount to be proven at trial because of
22 the injury suffered by reason of Defendants' infringement of the '031 Patent;

23 H. Increase the damages awarded to Zodiac by three times the amount
24 found to be Zodiac's actual damages, as authorized by 35 U.S.C. § 284 as a result of
25 Defendants' willful infringement of the '029 Patent;

26 I. Increase the damages awarded to Zodiac by three times the amount
27 found to be Zodiac's actual damages, as authorized by 35 U.S.C. § 284 as a result of
28 Defendants' willful infringement of the '031 Patent;

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

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

5 L. Award Zodiac such other and further relief as the Court deems just and
6 proper.

7 **JURY DEMAND**

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

9

10 DATED: July 29, 2022

Respectfully submitted,

11

KILPATRICK TOWNSEND & STOCKTON
LLP

12

13

14

By: /s/ Steven D. Moore
STEVEN D. MOORE

15

Attorneys for Plaintiff
ZODIAC POOL CARE EUROPE

16

17

18

19

20

21

22

23

24

25

26

27

28