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10 Plaintiff Raj Abhyanker

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN JOSE DIVISION

14 RAJ ABHYANKER,

15 Plaintiff,

16 v.

17 NEXTDOOR, INC.;

18 Defendant.

Case No.: 5:21-cv-01586

**COMPLAINT FOR PATENT  
INFRINGEMENT U.S. PATENT NOS.**

- 1. 8,863,245
- 2. 8,965,409
- 3. 9,037,516
- 4. 9,064,288
- 5. 9,071,367; and
- 6. 9,098,545

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Raj Abhyanker (“Abhyanker”, “Plaintiff”), for its Complaint against defendant  
2 Nextdoor, Inc. (“Nextdoor”), states and alleges as follows in this civil action for patent  
3 infringement arising under the patent laws of the United States, Title 35 of the United States  
4 Code:

5 **NEXTDOOR’S THEFT OF ABHYANKER’S VERSION OF NEXTDOOR**

6 7. Abhyanker created a “NextDoor.com Specification Draft 1” for a neighborhood social  
7 network to be called Nextdoor.com in 2006, and provided this draft to investors. Abhyanker  
8 built a minimally viable software prototype for his neighborhood social network and  
9 successfully deployed it in a number of neighborhoods across the Bay Area. Abhyanker  
10 originally created a version of the “house” logo to be used for Nextdoor in 2006. Forensically  
11 preserved evidence shows that Abhyanker created a cap-table showing equity distribution in a  
12 business to be called NextDoor, Inc. while allocating himself 30% founder shares in 2006, and  
13 while allocating co-founder shares to his business partner Sandeep Sood (“Sood”) and  
14 employees such as a “guy with Google Maps experience.” Abhyanker was the lead inventor on  
15 more than 40 patent applications between 2006 and 2007, some of which referred to the name  
16 “nextdoor.com” as the name of his neighborhood social network. Abhyanker picked the Fatdoor  
17 name only when he could not secure the Nextdoor.com domain after numerous bids.

18 8. Abhyanker pitched his Nextdoor / Fatdoor concept in June of 2007 to venture capitalist  
19 Benchmark Capital as part of a Series B round of fundraising. Tolia was at that time an  
20 entrepreneur-in-residence employee of Benchmark whose job it was to assist the venture fund in  
21 the evaluation of startups. Forensically preserved evidence shows that Benchmark headhunter  
22 Jon Love considered Tolia to be the chief executive officer of Abhyanker’s startup in August  
23 2007. However Tolia was not chosen, and a different chief executive officer, Jennifer Dulski  
24 (“Dulski”) was selected by investors to replace Abhyanker based on a positive reference by  
25 Tolia. After two pivots and name changes, Dulski drove Abhyanker’s startup to failure by 2011  
26 when Abhyanker’s inventions covered through patent filings were sold to a non-practicing  
27 entity in Texas and the balance to Google, Inc.

28 9. In the meanwhile, Tolia left Benchmark in 2008 to launch a sports website called

1 Fanbase with initial funding from Benchmark with a woman named Sarah Leary (“Leary”) and  
2 Prakash Janikiraman, who is a college friend of Sood and was an engineer on the Google Maps  
3 team in 2006. Upon information and belief, Janikiraman was the person with Google Maps  
4 experience to work on Abhyanker’s version of Nextdoor. However, when asked in 2012 about  
5 this, Sood claimed to Abhyanker that he deleted all his conversations with Janikiraman and  
6 could no longer remember. Fanbase failed by early Spring 2010 and laid off most of its staff.  
7 Before returning remaining funds to Benchmark, Tolia and his business partners Leary and  
8 Janikiraman, decided to try one last effort to save Fanbase from failure by launching a  
9 neighborhood social network. Fanbase relaunched the neighborhood social network in the  
10 summer of 2010 in the exact same neighborhood where Abhyanker’s office was located three  
11 years earlier in 2007. Fanbase selected this neighborhood despite all of its employees at the  
12 time living and working more than 20 miles away. Within 2 weeks, their testing was successful,  
13 saving Fanbase from closure. Fanbase then rebranded as Nextdoor.com, and secured the  
14 domain Nextdoor.com through a secret intermediary, Josh Becker, for approximately \$55,000.

15 10. On October 26, 2011, Nextdoor officially opened to the public. The day after its launch,  
16 Abhyanker contacted Tolia congratulating him and asking if he could help build the company  
17 since he started a similar concept years before. Tolia ignored Abhyanker. Abhyanker  
18 commenced litigation against Nextdoor in 2011. Nextdoor moved the dispute to federal court,  
19 and countersued Abhyanker when Abhyanker bought the Nextdoor.cm domain to demonstrate  
20 that he had not abandoned his Nextdoor trademark rights. Abhyanker was able to secure his  
21 patent rights back in certain ones of his inventions through the Texas non-practicing entity in  
22 2013 that Dulski had sold off in 2010. After being sued for patent infringement by Abhyanker  
23 in May 2014, Nextdoor bought a quitclaim to Abhyanker’s inventions from the Texas  
24 non-practicing entity for \$300,000 and fraudulently claimed it was now a co-owner of  
25 Abhyanker’s inventions.

26 11. The parties confidentially settled on December 2, 2014, while Abhyanker’s patent  
27 litigation against Nextdoor was pending and Abhyanker’s cancelation proceeding to the  
28 NEXTDOOR trademark was in discovery stage on the basis of fraud before the United States

1 Patent and Trademark Office’s trials and appeals board. As part of the settlement, Nextdoor  
2 agreed to secretly license Abhyanker’s inventions and maintain confidentiality of onerous and  
3 one-sided terms to Abhyanker as a result of Nextdoor’s meritorious claims against Abhyanker  
4 for his purchase and use of the Nextdoor.cm domain when Nextdoor outbid him for the  
5 Nextdoor.com domain. Nextdoor negotiated a “non-marking” agreement so that they could hide  
6 their founding story from its users, investors, and the public. In exchange, Abhyanker agreed to  
7 never state his prior affiliation with Nextdoor if Nextdoor agreed to hold the settlement  
8 agreement’s onerous and one-sided terms to Abhyanker strictly confidential as an essential  
9 condition of the Settlement Agreement.

10 **MATERIAL BREACH GIVING RISE TO TERMINATION OF**  
11 **NON-EXCLUSIVE PATENT LICENSE AND INSTANT LAWSUIT**

12 12. On December 2, 2014, Abhyanker entered into a confidential Settlement Agreement  
13 with Nextdoor regarding settlement of a litigation *Nextdoor v. Abhyanker* 3:12-cv-05667-EMC  
14 which included, merged, and incorporated a Patent License Agreement from Abhyanker to  
15 Nextdoor granting a non-exclusive patent licenses to the six U.S. Patents asserted herein.

16 13. An essential term of the Settlement Agreement in exchange for the Patent License  
17 Agreement from Abhyanker to Nextdoor was that Nextdoor would hold in confidence certain  
18 onerous terms of the Settlement Agreement that were embarrassing to Abhyanker or otherwise  
19 oppressively one sided in favor of Nextdoor regarding Abhyanker’s loss of rights because of  
20 meritorious causes of action Nextdoor had asserted against Abhyanker over his unwise purchase  
21 and use of the Nextdoor.cm domain after the successful outbidding of the Nextdoor.com domain  
22 by Nextdoor.

23 14. On March 1, 2021 at around 11:59 P.M., Nextdoor materially breached the Settlement  
24 Agreement by publicly disclosing onerous and oppressively one sided terms which are adverse  
25 to Abhyanker by uploading them in unredacted form through Electronic Case Filing (“ECF”)  
26 system for federal litigation and making them accessible through PacerPro and other automated  
27 PDF capture services.

28 15. Within minutes and shortly after midnight at around 12:02 A.M. on March 2, 2021, a

1 corporation, the PacerPro reporting service automatically downloaded PDF documents from  
2 PACER and ECF No. 480-5, Exhibit D, emailed them as PDF attachments to an unknown  
3 number of its 36,182 users and their guest recipients that subscribe to email PDF litigation  
4 documents responsive to their desired criteria. PacerPro’s website indicates that 46% of  
5 AmLaw 100 law firms use PacerPro, and indicates they generate over 6,820,094 documents in  
6 PACER auto-emailed to users who subscribe to various alerts as PDF files each month.  
7 <https://www.pacerpro.com/about-us/>.

8 16. PacerPro continued to make the document containing certain onerous terms of the  
9 Settlement Agreement that were embarrassing to Abhyanker fully accessible to any of its users  
10 online for free at least through 8:08 P.M. on March 3, 2021.

11 17. Parties whom Abhyanker or his counsel were actively negotiating business relationships  
12 and patent settlements including Airbnb in *Abhyanker v. Airbnb, Inc.* (3:20-cv-08248-JST)  
13 received the document containing onerous terms of the Settlement Agreement that were  
14 embarrassing to Abhyanker.

15 18. Nextdoor’s counsel admitted fault when a legal assistant of Fenwick emailed Abhyanker  
16 that “sealed Exhibit D were inadvertently stripped when the .pdf went through Fenwick’s  
17 metadata cleaner” at 3:27 A.M. on March 2, 2021.

18 19. Besides PacerPro, similar services such as Law360, DocketAlarm, DocketBird,  
19 CourtDrive, RECAP, Lex Machina, Casetext, Justia, likely downloaded and made fully  
20 accessible Settlement Agreement ECF No. 480-5 in unredacted form to their users, some of  
21 whom Abhyanker may have negotiations over his patents in the future.

22 20. As a direct result of Nextdoor’s revealing of onerous terms unfavorable to Abhyanker,  
23 active negotiations with Airbnb in *Abhyanker v. Airbnb, Inc.* (3:20-cv-08248-JST) have stalled  
24 as of the morning of March 5, 2021, and his bargaining position greatly weakened.

25 21. As a result of Nextdoor’s incurable material breach of contract, Abhyanker rescinds his  
26 Patent License to Nextdoor, and alleges the causes of action for patent infringement prayed for  
27 herein in an effort to mitigate the harm Nextdoor has caused to his economic interests as a direct  
28 result of its material breach.

1           **QUITCLAIM FROM TEXAS NON-PRACTICING ENTITY & FRAUD ON USPTO**

2           22. On July 23, 2010, a Texas non-practicing entity named GeoTag sued Fatdoor (now  
3 renamed by Dulski as Center'd Corporation) for patent infringement in the Eastern District of  
4 Texas in the litigation 2:10-cv-00265-JRG *See Complaint*, Ex. 16.

5           23. Geotag was controlled by a single individual John Veenstra (“Veenstra”) and his wife  
6 Elizabeth Morgan (“Morgan”).

7           24. By December 2010, Geotag sued more than 300 venture backed and publicly traded  
8 companies in federal court for patent infringement, including Fatdoor (then rebranded as  
9 Center'd, Inc.).

10           25. On December 29, 2010, Dulski paid Geotag a sum of approximately \$250,000 and  
11 assigned rights to three neighborhood social networking utility patent applications related to  
12 Abhyanker’s original Nextdoor filed in 2007 to settle the patent litigation 2:10-cv-00265-JRG.  
13 *See Dismissal*, Ex. 17.

14           26. By May 2011, Dulski had driven Fatdoor to failure after pivoting the neighborhood  
15 social network to an event planning site for moms called Centerd.com, and then pivoting again  
16 to a geo-spatial shopping website called TheDealMap.com which also failed.

17           27. In July 2011, Dulski sold remaining assets (i.e., Abhyanker’s inventions and patents) to  
18 Google, Inc. as part of an assignment for the benefit of creditors corporate wind-down.

19           28. Dulski and remaining employees of the Fatdoor team joined Google, Inc. as full time  
20 employees. Abhyanker did not join Google when independently offered the opportunity.

21           29. A few months later, on October 26, 2011, Tolia relaunched the neighborhood social  
22 network as Nextdoor after outbidding Abhyanker for the Nextdoor.com domain through  
23 intermediary Josh Becker.

24           30. In mid October 2013, Abhyanker became aware that the Dulski had assigned three  
25 patent applications on which Abhyanker was the named inventor to Geotag.

26           31. On October 28, 2013, Abhyanker contacted Veenstra about purchasing Geotag’s rights  
27 Abhyanker’s inventions related to neighborhood social networking and his original Nextdoor.  
28 Over the next several weeks, Abhyanker had many communications with Geotag, including

1 many emails and meetings in Dallas, Texas.

2 32. On November 11, 2013, Abhyanker negotiated with and received full ownership rights  
3 in future children patent applications to the three neighborhood social networking patent  
4 applications on which Abhyanker was the sole inventor from Geotag.

5 33. Under the USPTO patent rules, Abhyanker had the sole power of the write children  
6 patent applications on his inventions from 2006-2007 in the form of continuations and  
7 continuation in part patent applications because he was the sole inventor, and only inventors  
8 listed on patent applications are permitted to create continuation and continuation-in-part  
9 patents \around their inventions.

10 34. Between November 11, 2013 and December 2, 2014, Abhyanker wrote more than 50  
11 children patent applications claiming priority to cases as early as 2006.

12 35. These children applications include five patents now asserted as the 8,863,245;  
13 8,965,409; 9,037,516; 9,064,288; and 9,071,367 patents in this case.

14 36. The sixth patent 9,098,545 asserted herein was filed in 2007 and was originally  
15 assigned by Dulski to Geotag.

16 37. On May 20, 2014, Abhyanker asserted a patent infringement lawsuit against Nextdoor in  
17 the Northern District of California in 5:14-cv-02335-BLF around a new corporate entity  
18 Abhyanker formed in 2013 bearing the original Fatdoor name. *See Complaint*, Ex. 18.

19 38. On July 15, 2014, Abhyanker filed a first amended complaint against Nextdoor in the  
20 Northern District of California in 5:14-cv-02335-BLF. *See Complaint*, Ex. 19.

21 39. Sometime between July 15, 2014 and September 11, 2014, Veenstra and Morgan  
22 assigned a “quitclaim” in Abhyanker’s inventions a new shell company, IP Analytics LLC, fully  
23 controlled by Veenstra’s wife Morgan. The quitclaim conferred no rights in the applications  
24 which later matured into he 8,863,245; 8,965,409; 9,037,516; 9,064,288; and 9,071,367 patents,  
25 as those rights were already fully transferred to Abhyanker about six months earlier.

26 40. On September 10, 2014, within months of the federal Lanham trial *Nextdoor v.*  
27 *Abhyanker* 3:12-cv-05667-EMC in which Abhyanker was the defendant, IP Analytics sold its  
28 quitclaim to Nextdoor.



1 41. On September 11, 2014, Nextdoor wrote to Abhyanker acquired the quitclaim for  
2 \$300,000 and declared via email “[w]e wanted, however, to advise you that effective yesterday,  
3 Nextdoor.com” and attached the quitclaim agreement.

4 42. Between September 11, 2014 and December 2, 2014, Nextdoor fraudulently maintained  
5 its putative ownership rights through its quitclaim in an attempt to dismiss the patent litigation  
6 5:14-cv-02335-BLF. *See* Ex. 19.

7 43. On December 2, 2014, the quitclaim was transferred by Nextdoor back to Abhyanker as  
8 part of the Settlement Agreement to unify any future doubts of ownership. In exchange for  
9 Nextdoor’s essential promise to hold the settlement agreement’s onerous terms strictly  
10 confidential, Abhyanker settled the 3:12-cv-05667-EMC litigation against him.

11 44. Between 2014 and 2020, Nextdoor materially breached the Settlement Agreement by  
12 obtaining six U.S. patents fraudulently rewriting Abhyanker’s patents into new patent  
13 applications, while unlawfully concealing their disclosure to the USPTO.

14 45. On March 2, 2021, Nextdoor materially breached the Settlement Agreement by publicly  
15 disclosing onerous and oppressively one sided terms which are adverse to Abhyanker by  
16 uploading them in unredacted form through ECF and making them accessible through PacerPro  
17 and other automated PDF capture services.

18 46. On March 3, 2021, Abhyanker raised material breach of the Settlement Agreement and  
19 invalidity contentions of the six U.S. patents fraudulently obtained in a concurrent lawsuit in  
20 this district, 3:21-cv-1534-JB. *See* Ex. 20.

21 **NEXTDOOR’S FACTUAL ADMISSIONS**

22 47. In October 2006, Abhyanker conceived of an idea for a neighborhood social network.  
23 (*Nextdoor’s Proposed Finding of Fact and Conclusions of Law*, dated November 4, 2014, ¶ 38,  
24 in case No. 3:12-cv-05667-EMC). Abhyanker pursued the mark NEXTDOOR to identify the  
25 neighborhood social network in 2006. *Id.* at ¶ 39. Abhyanker attempted to purchase the domain  
26 www.nextdoor.com on October 21, 2006. *Id.* at ¶ 40. On October 24, 2006 Abhyanker learned  
27 that the domain www.nextdoor.com was not available to purchase. *Id.* at ¶ 41 When Abhyanker  
28 was unable to acquire the www.nextdoor.com domain, he revised his plan to use the name



1 “nextdoor” in connection with his business concept for a neighborhood-based social network,  
2 and opted to instead use the name “Fatdoor” for it. *Id.* at ¶ 42.

3 48. On October 23, 2006, Abhyanker purchased domains “nextlawn.com” and  
4 “nextyard.com” in his personal name. *Id.* at ¶ 46. Abhyanker included the URL  
5 www.nextdoor.com in a patent application he filed on November 22, 2006 (U.S. Pat. App. No.  
6 11/603,442 para [0236]) *Id.* at ¶ 56, *highlighted*. Nextdoor.com did not believe that patents can  
7 confer trademark or domain name rights, and believed that they were irrelevant in the instant  
8 litigation. Nonetheless, Nextdoor.com included the suggested findings making it clear their  
9 knowledge and material relevance of Abhyanker’s prior art. *Id.* at *footnote 1*.

10 49. In the course of seeking VC funding, Abhyanker also provided an October 21, 2006  
11 specification he had written for Nextdoor to his funders as proof of the “Fatdoor (formerly  
12 Nextdoor) conception.” *Id.* at ¶ 61.

13 50. About four years later, on October 26, 2011, Nextdoor.com publicly launched its website  
14 www.nextdoor.com. *Id.* at ¶ 3. The morning after launch day, October 27, 2011, Defendant  
15 Abhyanker sent an unsolicited email to Nextdoor.com’s CEO, Nirav Tolia, congratulating him  
16 on the successful launch of www.nextdoor.com and stating that he had pursued a similar  
17 business concept under the name Fatdoor. *Id.* at ¶ 4.

18 51. Nextdoor’s then chief executive officer Tolia meet with Abhyanker on September 28,  
19 2012 in a public setting at a Panera Bread in downtown San Francisco near 4th Street and King  
20 street. (*Declaration of Raj Abhyanker*, dated January 24, 2014, ¶ 52, Ex. 6, further Ex. K in case  
21 No. 3:12-cv-05667-EMC) During the meeting, Tolia and Abhyanker discussed Abhyanker’s  
22 inventions, and Abhyanker provided insight into numerous inventive ideas that Abhyanker had  
23 with respect to extending features of Abhyanker’s Nextdoor concept to nearby neighborhoods  
24 and municipalities. Tolia and Abhyanker met for numerous hours, and a portion of the meeting  
25 was audio recorded by Abhyanker. The recorded portion is the concluding portion, with  
26 recording time of 1 hour and 58 minutes. *Id.* at ¶ 56. Nextdoor initially alleged that the  
27 recording was surreptitiously recorded, but did not actively pursue that argument during the  
28 instant litigation after the transcript was offered as an exhibit as Dkt. 150-1. *Id.* at Ex. K, in case

1 No. 3:12-cv-05667-EMC.

2 52. Tolia acknowledged on the audio recording that his attorneys would “probably say don’t  
3 tell him anything” but he is giving Abhyanker a “full disclosure” so that Abhyanker can take the  
4 recording and “do with it what you will”. *Id.* at ¶ 55. During the conversation, Abhyanker and  
5 Tolia conceived of numerous inventive ideas that Nextdoor would later seek to protect through  
6 patent protection. Specifically, Tolia and Abhyanker discussed ideas related to nearby  
7 neighborhoods. On the portion that is audio recorded, Abhyanker is heard framing the problem  
8 needing to be solved as “Then beyond that, scaling from one neighborhood to another. You may  
9 be highly engaged in this neighborhood but the one next door to it is not.” *Id.* at Ex. K, pg. 26.  
10 Tolia responds with respect to nearby neighborhoods, “Groups that have their own distinct  
11 memberships that are sometimes within a neighborhood, sometimes across neighborhoods -  
12 that’s a key way of growing this thing as well. Being able to communicate with people may be  
13 outside your neighborhood. There’s something there that we’re testing right now.” *Id.* at Ex. K,  
14 pg. 27.

15 53. In addition, Abhyanker described ideas on how to get municipalities involved “[S]o how  
16 do you move from one to other and getting the specific governments involved, the specific clubs  
17 involved” *Id.* Only after the mutual exchange of ideas does Tolia comment “you have a lot of  
18 great ideas. I don’t want you to tell me anymore of them, given that we’ve thought about a  
19 garage as well but now for me to say that you can say you gave me the idea et cetera - not that  
20 you would. But just from an appropriateness standpoint I don’t want you to share stuff with me  
21 that you feel is yours that I may or may not have, because that’s sort of why we’re in this  
22 situation, right?” *Id.* Ex. K, pg. 27. Later, Tolia comments to Abhyanker “ I would enjoy  
23 working with you” and “I think in addition to that you’ve thought about this a lot. You don’t  
24 know everything I know for sure because now I’ve thought about it a lot as well, right? *Id.* Ex.  
25 K, pg. 34. I’m probably more current on this stuff than you are. [Patch] is now doing a new  
26 version of their website that’s basically Nextdoor - or Fatdoor or whatever you want to call it.”  
27 *Id.* Ex. K, pg. 35.

28 54. Tolia goes on by saying “so let’s assume for a second that what we’re having a

1 discussion about now is how can we work together” *Id.* Ex. K, pg. 36 and “Well, let’s talk about  
2 the path of getting you involved” *Id.* and “if I think to myself okay, tomorrow you’re now a  
3 member of the team - whatever that means - whether it’s fulltime, part-time or a board member -  
4 board adviser - whatever. It can be any of those things. What would it take to get there?” *Id.* Ex.  
5 K, pg. 37. Tolia went on to say “can we work together on creating a reality for the vision that  
6 we share” *Id.* Ex. K, pg. 49. And, “ the potential upside of us working together is starting to  
7 become something” *Id.* Ex. K, pg. 61. Further, “So look, I think we’re completely aligned. We  
8 could spend 10 more hours on that and we wouldn’t be any more aligned because we’re already  
9 at a local maximum on that. It’s really just a question of can we get a line on this other stuff.”  
10 *Id.* Ex. K, pg. 64. Tolia further said “I’m really sorry that a concept that you pioneered -  
11 probably you weren’t even the pioneer. There was probably other people who thought about it  
12 as well. But I’m really sorry that a person who worked as hard on this as you that the chips fell  
13 in such a way that you didn’t get to pursue it.” *Id.* Ex. K, pg. 68.

14 55. Among additional admissions on inventorship by Tolia include that they gained  
15 significant economic value by prototyping Nextdoor in the Lorelei neighborhood next to  
16 Abhyanker’s offices in 2007 because their previous efforts for Fanbase was a “failed company”  
17 by April 2010, and they were planning on giving remaining money raised from Benchmark  
18 back to them, had to lay off their employees from 12 people to 7 people, and needed a pivot that  
19 will save the company from collapse. *Id.* Ex. K, pg. 2. Further, Tolia volunteered that they only  
20 had until the “end of the summer and if we can’t come up with anything through the end of the  
21 summer we’re going to shut the company down and at that point you’re not going to get any  
22 severance.” *Id.* Ex. K, pg. 3.

23 56. Tolia admitted in the audio file that Nextdoor took a “little bit more of a MBA”  
24 approach, rather than “in Silicon Valley it’s like I’ve got this awesome idea”. *Id.* Ex. K, pg. 4  
25 Tolia continued to admits that Nextdoor’s goal was “make sure that before we pull the ripcord  
26 that we really think there’s something on the other side of this rainbow.” *Id.* Ex. K, pg. 5 Tolia  
27 admitted that his cofounder Prakash Janikiraman as the person who came up with the Nextdoor  
28 name, who knew a "HOA president" in the Lorelei neighborhood, and selected the Lorelei

1 neighborhood next to Abhyanker's offices as the first neighborhood, despite none of the  
2 "founding team" of Fanbase that pivoted to Nextdoor having any prior direct association with  
3 that first neighborhood, and living about thirty miles away. *Id.* Ex. K, pg. 8 Tolia admitted that  
4 the Lorelei beta test was successful in just two weeks. *Id.* Ex. K, pg. 12.

5 57. In addition, Tolia changed his story a number of times with respect to when he first  
6 heard of "Fatdoor" during the meeting. First, Tolia said he heard of the concept when  
7 Abhyanker first emailed him the morning after their launch on October 26, 2011. *Id.* Ex. K, pg.  
8 1 Later, Tolia confessed that he heard of Fatdoor and Abhyanker's inventions when researching  
9 press contacts prior to the launch of Nextdoor.com. *Id.* Ex. K, pg. 10.

10 58. Changing his story again, Tolia admitted that someone Abhyanker knew that worked  
11 with Abhyanker early on was a friend of his cofounder Janikiraman and filled out a survey prior  
12 to the launch of Nextdoor. *Id.* Ex. K, pg. 10 Tolia admitted that an entrepreneur like Abhyanker  
13 should go in and just expect a venture capitalist to take intellectual property from others and that  
14 it has happened so many times in the past. *Id.* Ex. K, pg. 58.

15 59. Tolia admitted that he knew the replacement CEO to Abhyanker in 2007, Jennifer  
16 Dulski since she worked at Yahoo, Inc., and exchanged communications with her through  
17 Facebook, including an email discussing Abhyanker's inquiry to Tolia the day after the  
18 Nextdoor.com website launched on October 26, 2011. *Id.* Ex. K, pg. 1 Tolia offered that the  
19 pro-generators of his neighborhood social networking implementation by Nextdoor were his  
20 "co-founders" Madison Bell and Adam Varro. *Id.* Ex. K, pg. 5.

21 60. On December 2, 2014, Abhyanker licensed certain enumerated patents to Nextdoor  
22 through a Patent License Agreement along with the settlement of this litigation. The Patent  
23 License Agreement included 6 issued patents, 5 allowed patents and 53 pending applications on  
24 which Abhyanker listed as the inventor.

#### 25 **KEY DIFFERENTIATORS OF NEXTDOOR INVENTED BY ABHYANKER**

26 61. A plain reading of the Abhyanker patent filings themselves provide independent  
27 corroborating evidence that key differentiators of Nextdoor derive directly from Abhyanker's  
28 prior work in 2006-2007.

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62. For example, Abhyanker conceived of the idea to send postcard mailers to homes of neighbors to verify users in 2006.<sup>1</sup>

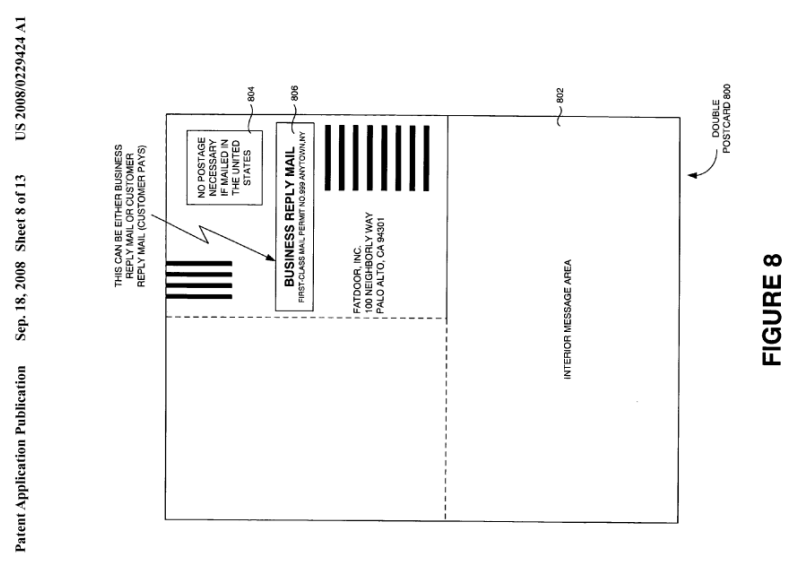


FIGURE 8

63. Abhyanker invented the idea to draw neighborhood boundaries for new neighborhoods when a founding member joins in 2007.<sup>2</sup>

<sup>1</sup> “The method may further include mailing a double-postcard (e.g., the double-postcard may qualify as a first-class mail postcard having an embedded reply information in the double-postcard) that may be folded and sealed to an address associated with the proprietary profile which assigns an ownership of the proprietary profile to a user who applies a code provided in the double-postcard to the proprietary profile.”, App., [11/717,807](#), titled “DISPUTE RESOLUTION IN A GEO-SPATIAL ENVIRONMENT” filed March 13, 2007 listing Abhyanker as an inventor with William Harris (former CEO of Paypal/Intuit), and Chandrasekhar Thota.

<sup>2</sup> “The selection tools 206 may enable the representative to draw the community boundary selection 208 corresponding to the community 104 on the geo-spatial map 200. For example, the community boundary selection 208 may be a polygon drawn around a target region using the selection tools 206. The selection tools 206 may include, but are not limited to, a rectangle tool, a lasso tool, a polygon tool, a line tool, an elliptical tool, and/or other tools for selecting the region. In addition, the community 104 may be created by making use of the entries obtained from the target region corresponding to the community boundary selection 208.” App., [11/897,689](#), titled “COMMUNITY BOUNDARIES IN A GEO-SPATIAL ENVIRONMENT” filed August 30, 2007 with Abhyanker as the sole inventor.

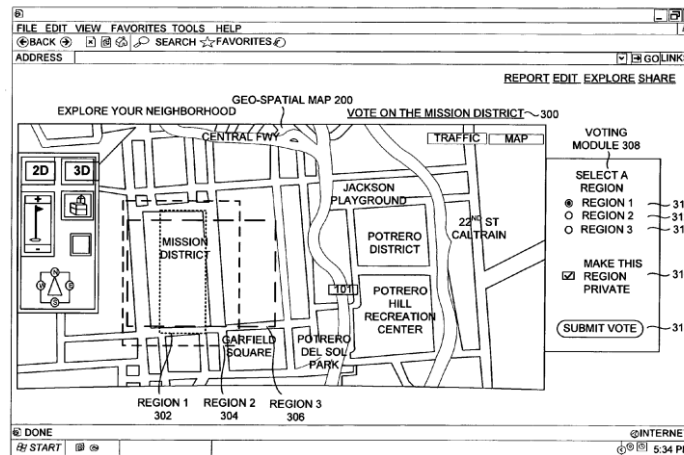


FIGURE 3

64. Abhyanker invented the concept to elect neighborhood leads by tracking activity level on the social network in 2007.<sup>3</sup> All three concepts differentiate Nextdoor uniquely from other social networks like Facebook.

### REWRITING HISTORY OF PIVOT FROM FANBASE TO NEXTDOOR

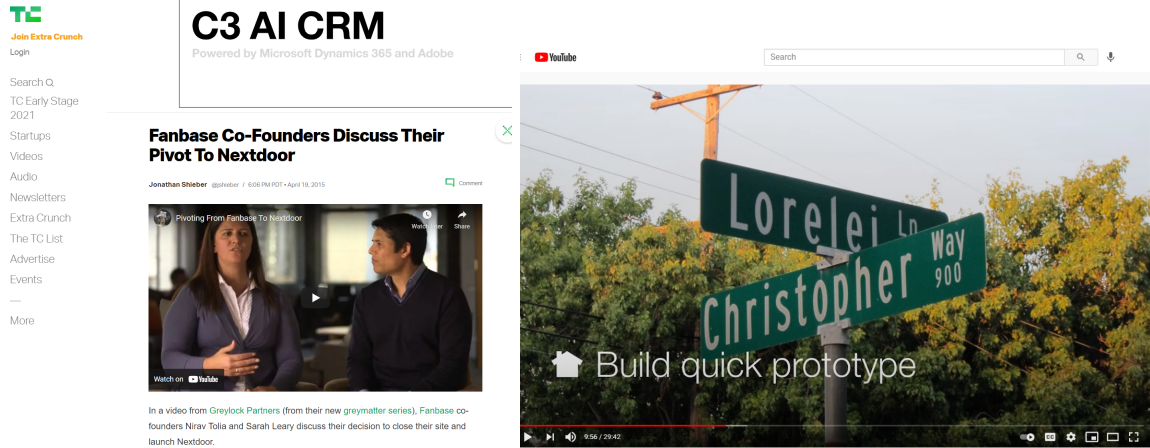
65. After settling with Abhyanker December 2014, Nextdoor closed a \$110 million round of venture funding in early 2015. Around the same time, Janikiraman and Tolia began working hard to erase Abhyanker from the history of Nextdoor. To start, Nextdoor worked with its a PR Agency and venture capital investors to make a pitch videos obscuring its founding story and attempting to explain their “pivot” from Fanbase to Nextdoor from the public through a professionally edited videos such as this [Pivoting From Fanbase to Nextdoor](#) and this [Nextdoor Co-Founder Sarah Leary on The Journey of the Pivot](#), distributed to major technology outlets such as this TechCrunch which wrote [Fanbase Co-Founders Discuss Their Pivot To Nextdoor](#) a few months after the Settlement Agreement with Abhyanker. Notably missing from these

<sup>3</sup> “The member management module may further be configured to determine an activity level of each of the members in the member repository. The representative may be determined based on the activity level. The community network may include a representative interface accessible by the representative including a neighborhood management module configured to provide a neighborhood management option to the representative” App., [11/897,689](#), titled “COMMUNITY BOUNDARIES IN A GEO-SPATIAL ENVIRONMENT” filed August 30, 2007 with Abhyanker as the sole inventor.



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videos was Janikiraman.

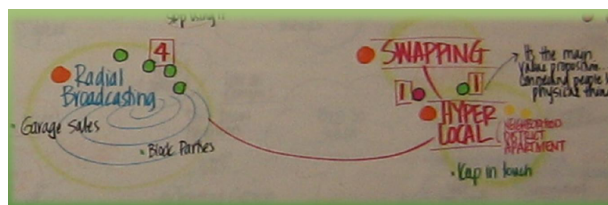
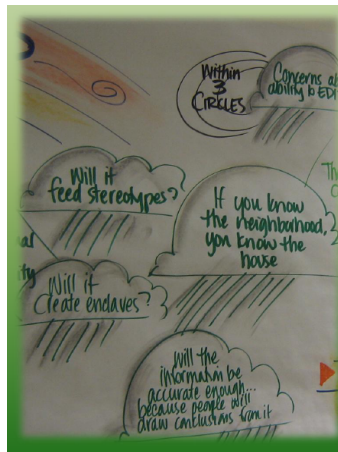
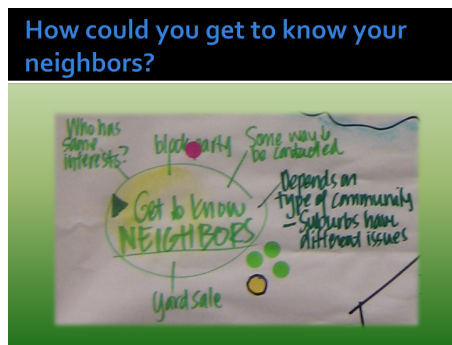


66. The story recited by Leary and Tolia is materially different with what Tolia told Abhyanker prior to the Settlement Agreement at Panera Bread by omitting both Janikiraman’s role in selecting the Lorelei neighborhood and picking the Nextdoor name, and knowledge of Abhyanker’s prior efforts.

**THE LORELEI NEIGHBORHOOD**

67. Abhyanker located his office in 2006 at 4400 Bohannon Drive #100 in the Lorelei neighborhood of Menlo Park, California. Abhyanker sent invitations for users including neighbors living in and around the Lorelei neighborhood for focus groups in the Lorelei neighborhood in 2007. That year, Abhyanker extensively walked the neighborhood around his office, personally knocking on hundreds of doors trying to get them activated on his neighborhood social network and stimulate interaction between neighbors. Abhyanker met with neighborhood residents as well as community leaders around his office to encourage them to use his neighborhood social network. Abhyanker commissioned large scale usability studies in the Lorelei neighborhood in 2007, and his startup even rented a larger testing lab space on Marsh Road in the Lorelei neighborhood that same year. Some of these usability studies in the Lorelei neighborhood included graphic facilitators, which created documents from feedback from neighbors around the Lorelei neighborhood, such as the forensically preserved exhibits:





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68. Three years later, Fanbase relaunched a neighborhood social network in the Lorelei neighborhood. The relaunching in the Lorelei neighborhood was successful in just two weeks, saving the business Fanbase business from collapse in the summer of 2010. At the time Fanbase was located in San Francisco, more than 20 miles to the north of Menlo Park California. Tolia, Leary, Janikiraman, and the other co-founders at Fanbase lacked any direct connection to the Lorelei neighborhood or Menlo Park. Most lived in San Francisco. The only connection that Nextdoor had to the Lorelei neighborhood was through an individual named Salim Shaikh (“Shaikh”) who was a common friend of Janikiraman and Sood, who was Abhyanker’s former business partner for Nextdoor in 2006.

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69. Struggling to save Fanbase from failure, Janikiraman suggested to Tolia that they attempt a neighborhood social networking concept in the Lorelei neighborhood in the summer of 2010, and if that fails, return the remaining capital to their investor Benchmark. In just two weeks, the testing in Lorelei was successful, saving their Fanbase business from collapse. Janikiraman failed to disclose to Tolia or other co-founders that Abhyanker had been the originator of these concepts. Instead, Janikiraman merely told Tolia that his friend Sood had

1 worked with Abhyanker in the past on neighborhood social networking but Abhyanker was let  
2 go as the CEO by venture capitalists. Janikiraman suggested to Tolia that his friendship with  
3 Shaikh was the reason for first testing in Lorelei. Tolia and Janikiraman then misrepresented the  
4 selection of the Lorelei neighborhood, the key differentiators of Nextdoor (postcard mailers,  
5 verified identity, neighborhood leads, neighborhood boundaries) as either his creation or the  
6 work of a collective group of Fanbase employees to Benchmark and other investors.

7 70. In addition, Tolia, Leary, and Janikiraman began hosting Nextdoor parties in the Lorelei  
8 neighborhood, giving away Nextdoor items, ice cream to residents, and erecting a monument in  
9 the Lorelei neighborhood as the first neighborhood on Nextdoor, while inviting the press and  
10 omitting any reference to Abhyanker in developing the neighborhood as a prime testing ground  
11 for neighborhood social networks.



Nirav Tolia, Nextdoor's chief, in the Lorelei area of Menlo Park, Calif., the start-up's first test community. Jason Henry for The New York Times



2 of 13  
Nextdoor CEO Nirav Tolia arrives in an ice cream truck during the Nextdoor celebration in the Lorelei neighborhood that was the testing ground for its service in Menlo Park, Calif., on Saturday, May 20, 2017. (LIPO Ching/Bay Area News Group)



11 of 13  
Nextdoor founding members from the Lorelei community, from left, Salim Shaikh and Heather Nelson talk about the neighborhood as Nextdoor co-founder Sarah Leary listens during a Nextdoor celebration in the neighborhood that was the testing ground for its service in Menlo Park, Calif., on Saturday, May 20, 2017. (LIPO Ching/Bay Area News Group)

27 71. Shortly after settling with Abhyanker, Nextdoor obscured its founding history even more  
28 by hiring a PR agency to pitch revisionist history of its founding journey and selection of the

1 Lorelei neighborhood to the [New York Times](#), [Mercury News](#), and [the Almanac](#).

2 72. Tolia also began working with his patent lawyers to fraudulently rewrite Abhyanker's  
3 patents into new patent applications, while concealing their disclosure to the USPTO. Between  
4 2014 and 2020, Nextdoor secured six issued U.S. patents.

5 **NATURE OF ACTION**

6 73. This is a civil action for patent infringement arising under the patent laws of the United  
7 States, Title 35 of the United States Code.

8 74. As set forth in more detail below, Defendant has been willfully infringing Plaintiff's  
9 patent, namely, the following United States Patent Nos:

- 10 a. The U.S. Pat. No. 8,863,245 (the '245 Patent), titled "NEXTDOOR NEIGHBORHOOD  
11 SOCIAL NETWORK METHOD, APPARATUS, AND SYSTEM" issued on October 14,  
12 2014, and filed on July 2, 2014 with priority to claims as early as October 2006, and  
13 names Raj Abhyanker as sole inventor. (Ex. 1)
- 14 b. The U.S. Pat. No. 8,965,409 (the '409 Patent), titled "USER-GENERATED  
15 COMMUNITY PUBLICATION IN AN ONLINE NEIGHBORHOOD SOCIAL  
16 NETWORK" issued on February 24, 2015, and filed on July 2, 2014 with priority to  
17 claims as early as October 2006, and names Raj Abhyanker as sole inventor. (Ex. 2)
- 18 c. The U.S. Pat. No. 9,037,516 (the '516 Patent), titled "DIRECT MAILING IN A  
19 GEO-SPATIAL ENVIRONMENT" issued on May 19, 2015, and filed on April 26, 2014  
20 with priority to claims as early as October 2006, and names Raj Abhyanker as sole  
21 inventor. (Ex. 3)
- 22 d. The U.S. Pat. No. 9,064,288 (the '288 Patent), titled "GOVERNMENT STRUCTURES  
23 AND NEIGHBORHOOD LEADS IN A GEO-SPATIAL ENVIRONMENT" issued on  
24 June 23, 2015, and filed on February 27, 2014 with priority to claims as early as October  
25 2006, and names Raj Abhyanker as sole inventor. (Ex. 4)
- 26 e. The U.S. Pat. No. 9,071,367 (the '367 Patent), titled "EMERGENCY INCLUDING  
27 CRIME BROADCAST IN A NEIGHBORHOOD SOCIAL NETWORK" issued on June  
28 30, 2015, and filed on November 26, 2013 with priority to claims as early as October

1 2006, and names Raj Abhyanker as sole inventor. (Ex. 5)

2 f. The U.S. Pat. No. 9,098,545 (the ‘545 Patent), titled “HOT NEWS NEIGHBORHOOD  
3 BANTER IN A GEO-SPATIAL SOCIAL NETWORK” issued on August 4, 2015, and  
4 filed on July 10, 2007 and names Raj Abhyanker as sole inventor. (Ex. 6)

5 **THE PARTIES**

6 75. Plaintiff Raj Abhyanker is an engineer, inventor, and lawyer residing in Santa Clara  
7 County.

8 76. Defendant Nextdoor is a Delaware corporation with the agent for service of process as  
9 Corporation Service Company doing business in Delaware as Paracorp Incorporated, 2140 S.  
10 Dupont Highway, Camden Delaware, 19934 and maintaining its principal place of business at  
11 420 Taylor St, San Francisco, CA 94102. Nextdoor, provides and operates the neighborhood  
12 social network service [www.nextdoor.com](http://www.nextdoor.com). The original corporate name for Nextdoor was  
13 Fanbase, Inc. which operated a sports fan website in 2008, which failed. The company  
14 rebranded to Nextdoor in 2010.

15 **JURISDICTION AND VENUE**

16 77. Plaintiff’s claim for patent infringement against Nextdoor arises under the patent laws of  
17 the United States including 35 U.S.C. §§ 271 and 281. This Court has subject matter jurisdiction  
18 pursuant to 28 U.S.C. §§ 1331 and 1338(a).

19 78. Nextdoor owns, operates and conducts business in the state of California and directs  
20 advertisements at residents of California – which are covered by at least claim 1 of the ‘489  
21 Patent – and throughout the United States including California and this judicial district.

22 79. Nextdoor is currently doing business in this judicial district, has purposefully availed  
23 itself of the privilege of conducting business with residents of this judicial district, and has  
24 purposefully reached out to residents of this judicial district.

25 80. Nextdoor has registered itself with the California Secretary of State to do business in  
26 California and has a designated agent incident to such registration.

27 81. Nextdoor has established sufficient minimum contacts with the State of California such  
28 that it should reasonably and fairly anticipate being compelled into court in California.



1 82. Venue in this judicial district is proper under 28 U.S.C. § 1400(b).

2 83. This Court has personal jurisdiction over Nextdoor because (a) Nextdoor has committed  
3 the acts of patent infringement complained of herein, including but not limited to making, using,  
4 distributing, offering for sale and selling infringing products embodying Plaintiff's patented  
5 inventions, in this State and this District, and (b) Nextdoor has directed its acts of infringement  
6 and the other unlawful acts complained of herein at this State and this District.

7 84. This Court has personal jurisdiction over Nextdoor for the additional reason that it has  
8 engaged in systematic and continuous contacts with this State and this District by, *inter alia*,  
9 regularly conducting and soliciting business in this State and this District, and deriving  
10 substantial revenue from products and/or services provided to persons in this State and this  
11 District.

12 **COUNT I**  
13 **INFRINGEMENT OF THE '245 PATENT**

14 85. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of this  
15 complaint as if fully set forth herein.

16 86. Plaintiff is the assignee and owner of all right, title, and interest in and to the '245 Patent.  
17 Plaintiff has the exclusive right to make, use, sell, and offer to sell any product embodying the  
18 '245 Patent throughout the United States, and to import any product embodying the '245 Patent  
19 into the United States.

20 87. The '245 Patent is an invention of systems and methods which constrain  
21 communications based on geo-spatial location between verified users in a geo-spatial  
22 environment.

23 88. Upon information and belief, Nextdoor has been and is now infringing each claim 1  
24 through 27 of the '245 Patent in the State of California, in this District, and elsewhere in the  
25 United States, by, among other things, directly or through intermediaries, making, using, selling  
26 and/or offering for sale products with functionalities, covered by claims 1 through 27 of the  
27 '245 Patent to the injury of Plaintiff at least since public launch on October 26, 2011 and  
28 possibly sooner. Nextdoor is directly infringing, literally infringing, and/or infringing the '245  
Patent under the doctrine of equivalents. Nextdoor is thus liable for infringement of the '245

1 Patent pursuant to 35 U.S.C. § 271(a).

2 89. Nextdoor’s infringement of claims 1 through 27 of the ‘245 Patent as evidenced at this  
3 time prior to discovery and forming Plaintiff’s reasonable belief of infringement is summarized  
4 herein. While summarized herein, this summary is by no means and exhaustive summary. There  
5 are likely numerous other forms of evidence that exist, which will be further evaluated during  
6 discovery.

7 **90. With respect to claim 1 of the ‘245 Patent, claim 1 states :**

8 “a computer server of the global neighborhood environment:  
9 the computer server including one or more computers having non-transitory instructions  
10 stored thereon that when executed cause the one or more computers:  
11 to verify that a user lives at a residence associated with a geographic location claimed by  
12 the user of the global neighborhood environment using a processor and a memory,  
13 to create a social network page of the user once verified,  
14 to enable the user to constrain a communication to neighboring users within a geospatial  
15 vicinity of the residence of the user based on a neighborhood boundary,  
16 to distribute a message in a distance away from the residence of the user based on the  
17 neighborhood boundary,  
18 to provide an additional privilege to the user in the online community of the global  
19 neighborhood environment based on at least one of a participation level of the user  
20 in the online community and an activity level of the user associated with  
21 encouraging neighbors to participate in the online community,  
22 to automatically determine a set of access permissions in the online community associated  
23 with each user of the online community by constraining access in private web sites  
24 of the online community to neighboring users based on each residence associated  
25 with each geographic location claimed by each user of the global neighborhood  
26 environment,  
27 to generate a communication of the user, wherein the user is part of a neighborhood crime  
28 watch organization based on the constrained access in the private web sites of the

1 online community between neighboring users, wherein the neighborhood crime  
2 watch organization is devoted to crime prevention within a neighborhood formed  
3 by users having constrained access in the private web sites, and  
4 to alert neighboring users that are verified to live within the neighborhood boundary of the  
5 residence of the communication of the neighborhood crime watch organization.”

6 91. Nextdoor practices the limitation “to verify that a user lives at a residence associated  
7 with a geographic location claimed by the user of the global neighborhood environment using a  
8 processor and a memory” as described in Ex 7 where it writes “Before you can participate on  
9 Nextdoor, you must verify the address used to create your account” See Ex. 7 and “Address  
10 verification to help ensure that the people on Nextdoor are really neighbors” as described in Ex.

11 8. Moreover, Nextdoor practices the limitation “to enable the user to constrain a  
12 communication to neighboring users within a geospatial vicinity of the residence of the user  
13 based on a neighborhood boundary” as described in Ex. 8 where Nextdoor provides the “ability  
14 to communicate with people who live near you, but outside the neighborhood through the  
15 Nearby Neighborhoods feature, as well as the ability to create public or private groups  
16 (sub-groups) within the neighborhood.” Nextdoor practices “to distribute a message in a  
17 distance away from the residence of the user based on the neighborhood boundary” because it  
18 describes “Leads and Founding Members have the ability to suggest changes to their  
19 neighborhood boundary using their neighborhood map.” Ex. 9. Nextdoor also practices the  
20 limitation “to provide an additional privilege to the user in the online community of the global  
21 neighborhood environment based on at least one of a participation level of the user in the online  
22 community and an activity level of the user associated with encouraging neighbors to  
23 participate in the online community” where it writes “the most active inviters may be granted  
24 Lead status” Ex. 10.

25 92. Nextdoor further automatically determines a set of access permissions in the online  
26 community associated with each user of the online community by constraining access in private  
27 web sites of the online community to neighboring users based on each residence associated with  
28 each geographic location claimed by each user of the global neighborhood environment as



1 described on Ex. 7 and 8. Nextdoor also generate a communication of the user, wherein the  
2 user is part of a neighborhood crime watch organization based on the constrained access in the  
3 private web sites of the online community between neighboring users, wherein the  
4 neighborhood crime watch organization is devoted to crime prevention within a neighborhood  
5 formed by users having constrained access in the private web sites as described in Ex. 11 as  
6 “Many neighborhood watch and crime watch groups across the country use Nextdoor everyday  
7 to help keep their neighborhoods safe.” to alert neighboring users that are verified to live within  
8 the neighborhood boundary of the residence of the communication of the neighborhood crime  
9 watch organization. Ex. 11.

10 93. Similar arguments can be made which demonstrate infringement of each of the other  
11 claims besides claim 1, including each of claims 2-27 of the ‘245 Patent.

12 94. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the  
13 claim 1 of the ‘245 Patent because each limitation is practiced through the Nextdoor.com  
14 website and mobile application because the allegations herein specify.

15 95. Upon reason and belief, Nextdoor knew of Plaintiff’s inventions and patented concepts  
16 through Janikiraman and Tolia as early as 2010, and chose to willfully infringe them including  
17 the inventive concepts embodied in the ‘245 Patent.

18 96. To the extent Nextdoor Infringing Products, without more, do not directly infringe each  
19 claim 1-27 of the ‘245 Patent, Nextdoor contributes to infringement of the same under 35  
20 U.S.C. § 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is  
21 each a component of a patented machine or an apparatus used in practicing a patented process,  
22 constituting a material part of Plaintiff’s invention, knowing the same to be especially made or  
23 especially adapted for use in infringement of the ‘245 Patent.

24 97. For example, upon information and belief, the core software application of Nextdoor’s  
25 host platform and technology, which directly infringes the ‘245 Patent, is being provided by  
26 Nextdoor to other service providers and hosts to incorporate into their own businesses and  
27 operations.

28 98. Upon information and belief, Nextdoor will continue to contribute to infringement of the

1 '245 Patent unless enjoined.

2 99. Nextdoor actively encourages their business partners and/or customers to use Nextdoor  
3 Infringing Products or their equivalents in an infringing manner.

4 100. Nextdoor has encouraged this infringement with a specific intent to cause its  
5 business partners and customers to infringe. Nextdoor acts thus constitute active inducement of  
6 patent infringement in violation of 35 U.S.C. § 271(b).

7 101. Upon information and belief, Nextdoor will continue to induce infringement of the  
8 '245 Patent unless enjoined.

9 102. Nextdoor direct infringement, contributory infringement, and inducement of  
10 infringement have irreparably harmed Plaintiff.

11 103. Pursuant to 35 U.S.C. § 284, Plaintiff is entitled to damages adequate to compensate  
12 for the infringement.

13 104. Nextdoor infringement has been and is willful and, pursuant to 35 U.S.C. § 284,  
14 Plaintiff is entitled to treble damages. Nextdoor willful infringement is based at least on  
15 Nextdoor's knowledge of Plaintiff, its products, and its patents since at least as its launch day on  
16 October 26, 2011 as set forth above. Defendant conduct is egregious as it continued offering,  
17 selling, making and using the Infringing Products despite knowledge of the infringement.  
18 Defendant has either willfully and wantonly infringed the '245 Patent or has recklessly avoided  
19 knowledge of its own infringement, even when faced with knowledge of Plaintiff's own  
20 products and patents.

21 **COUNT II**  
22 **INFRINGEMENT OF THE '409 PATENT**

23 105. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of  
24 this complaint as if fully set forth herein.

25 106. Plaintiff is the assignee and owner of all right, title, and interest in and to the '409  
26 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product  
27 embodying the '409 Patent throughout the United States, and to import any product embodying  
28 the '409 Patent into the United States.

107. The '409 Patent is an invention of systems and methods which constrain

1 communications based on geo-spatial location between verified users in a geo-spatial  
2 environment.

3 108. Upon information and belief, Nextdoor has been and is now infringing claim 1 of the  
4 '409 Patent in the State of California, in this District, and elsewhere in the United States, by,  
5 among other things, directly or through intermediaries, making, using, selling and/or offering  
6 for sale products with functionalities, covered by claim 1 of the '409 Patent to the injury of  
7 Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally  
8 infringing, and/or infringing the '409 Patent under the doctrine of equivalents. Nextdoor is thus  
9 liable for infringement of the '409 Patent pursuant to 35 U.S.C. § 271(a).

10 109. Nextdoor's infringement of claim 1 of the '409 Patent as evidenced at this time prior  
11 to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein.  
12 While summarized herein, this summary is by no means and exhaustive summary. There are  
13 likely numerous other forms of evidence that exist, which will be further evaluated during  
14 discovery.

15 **110. With respect to claim 1 of the '409 Patent, claim 1 states :**

16 "A method comprising:

17 generating an online neighborhood social network in which residents are represented as  
18 users, and in which residents have associated meta-data indicating at least one of a  
19 verified physical location and a privacy setting of the users;

20 automatically generating a community publication based on the article submitted by a  
21 community journalist at a periodically occurring interval, wherein the community  
22 journalist is a resident of a private neighborhood constrained only to neighbors  
23 living in the private neighborhood through the online neighborhood social  
24 network; and

25 publishing the community publication in the geospatial environment to targeted users  
26 distributable to an electronic location of at least a subset of the targeted users  
27 subscribing to the community publication when the electronic location is available  
28 in the private neighborhood of the online neighborhood social network."

1 111. Nextdoor generates an online neighborhood social network in which residents are  
2 represented as users, and in which residents have associated meta-data indicating at least one of  
3 a verified physical location and a privacy setting of the users. Ex. 7 and 8. Nextdoor also  
4 generating a community publication based on the article submitted by a community journalist at  
5 a periodically occurring interval, wherein the community journalist is a resident of a private  
6 neighborhood constrained only to neighbors living in the private neighborhood through the  
7 online neighborhood social network Ex. 12 and publishes the community publication in the  
8 geospatial environment to targeted users distributable to an electronic location of at least a  
9 subset of the targeted users subscribing to the community publication when the electronic  
10 location is available in the private neighborhood of the online neighborhood social network as  
11 described in Ex. 8 and 9.

12 112. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the  
13 claim 1 of the '409 Patent because each limitation is practiced through the Nextdoor.com  
14 website and mobile application because the allegations herein specify.

15 113. Upon reason and belief, Nextdoor knew of Plaintiff's inventions and patented  
16 concepts through Janikiraman and Tolia chose to willfully infringe them including the inventive  
17 concepts embodied in the '409 Patent.

18 114. To the extent Nextdoor Infringing Products, without more, do not directly infringe  
19 claim 1 of the '409 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. §  
20 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a  
21 component of a patented machine or an apparatus used in practicing a patented process,  
22 constituting a material part of Plaintiff's invention, knowing the same to be especially made or  
23 especially adapted for use in infringement of the '409 Patent.

24 115. For example, upon information and belief, the core software application of  
25 Nextdoor's host platform and technology, which directly infringes the '409 Patent, is being  
26 provided by Nextdoor to other service providers and hosts to incorporate into their own  
27 businesses and operations.

28 116. Upon information and belief, Nextdoor will continue to contribute to infringement of

1 the '409 Patent unless enjoined.

2 117. Nextdoor actively encourages their business partners and/or customers to use  
3 Nextdoor Infringing Products or their equivalents in an infringing manner.

4 118. Nextdoor has encouraged this infringement with a specific intent to cause its  
5 business partners and customers to infringe. Nextdoor acts thus constitute active inducement of  
6 patent infringement in violation of 35 U.S.C. § 271(b).

7 119. Upon information and belief, Nextdoor will continue to induce infringement of the  
8 '409 Patent unless enjoined.

9 120. Nextdoor direct infringement, contributory infringement, and inducement of  
10 infringement have irreparably harmed Plaintiff.

11 121. Pursuant to 35 U.S.C. § 284, Plaintiff is entitled to damages adequate to compensate  
12 for the infringement.

13 122. Nextdoor infringement has been and is willful and, pursuant to 35 U.S.C. § 284,  
14 Plaintiff is entitled to treble damages. Nextdoor willful infringement is based at least on  
15 Nextdoor's knowledge of Plaintiff, its products, and its patents at least since 2010 and possibly  
16 sooner. Defendant conduct is egregious as it continued offering, selling, making and using the  
17 Infringing Products despite knowledge of the infringement. Defendant has either willfully and  
18 wantonly infringed the '409 Patent or has recklessly avoided knowledge of its own  
19 infringement, even when faced with knowledge of Plaintiff's own products and patents.

20 **COUNT III**  
21 **INFRINGEMENT OF THE '516 PATENT**

22 123. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of  
23 this complaint as if fully set forth herein.

24 124. Plaintiff is the assignee and owner of all right, title, and interest in and to the '516  
25 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product  
26 embodying the '516 Patent throughout the United States, and to import any product embodying  
27 the '516 Patent into the United States.

28 125. The '516 Patent is an invention of systems and methods which constrain  
communications based on geo-spatial location between verified users in a geo-spatial

1 environment.

2 126. Upon information and belief, Nextdoor has been and is now infringing claim 1 of the  
3 '516 Patent in the State of California, in this District, and elsewhere in the United States, by,  
4 among other things, directly or through intermediaries, making, using, selling and/or offering  
5 for sale products with functionalities, covered by claim 1 of the '516 Patent to the injury of  
6 Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally  
7 infringing, and/or infringing the '516 Patent under the doctrine of equivalents. Nextdoor is thus  
8 liable for infringement of the '516 Patent pursuant to 35 U.S.C. § 271(a).

9 127. Nextdoor's infringement of claim 1 of the '516 Patent as evidenced at this time prior  
10 to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein.  
11 While summarized herein, this summary is by no means and exhaustive summary. There are  
12 likely numerous other forms of evidence that exist, which will be further evaluated during  
13 discovery.

14 **128. With respect to claim 1** of the '516 Patent, claim 1 limitations are found in the  
15 Nextdoor references as described below in brackets:

16 "A method, comprising:

17 generating a community network of user profiles, each user profile of the user profiles  
18 verified with a verified geographic location and at least one of a contact address

19 based on a privacy preference; (Ex. 7)

20 associating a first user with a first user profile of the user profiles; (Ex. 7, 8)

21 selecting a mail mode; (Ex. 13)

22 selecting a communication; ; (Ex. 13)

23 generating a first display view to include a map view embodied by the community  
24 network, at least a portion of the user profiles represented at a location in the map  
25 view associated with the verified geographic location of the first user profile of the  
26 user profiles; (Ex. 13, 14)

27 selecting a second user profile from the at least a portion of the user profiles; and (Ex. 13,  
28 14)

1 generating a mailing of the communication, in a format associated with the mail mode,  
2 between the first user profile of the user profiles and the contact address associated  
3 with the second user profile of the user profiles, wherein the contact address is  
4 based on the mail mode.” (Ex. 13, 14)

5 129. Similar arguments can be made which demonstrate infringement of each of the other  
6 claims besides claim 1, including each of claims 2-4, 6-9, 15, 16, 18, 19, 21, 22, and 31 of the  
7 ‘516 Patent.

8 130. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the  
9 claim 1 of the ‘516 Patent because each limitation is practiced through the Nextdoor.com  
10 website and mobile application because the allegations herein specify.

11 131. Upon reason and belief, Nextdoor knew of Plaintiff’s inventions and patented  
12 concepts through Janikiraman and Tolia chose to willfully infringe them including the inventive  
13 concepts embodied in the '516 Patent.

14 132. To the extent Nextdoor Infringing Products, without more, do not directly infringe  
15 claim 1 of the '516 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. §  
16 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a  
17 component of a patented machine or an apparatus used in practicing a patented process,  
18 constituting a material part of Plaintiff's invention, knowing the same to be especially made or  
19 especially adapted for use in infringement of the '516 Patent.

20 133. For example, upon information and belief, the core software application of  
21 Nextdoor’s host platform and technology, which directly infringes the '516 Patent, is being  
22 provided by Nextdoor to other service providers and hosts to incorporate into their own  
23 businesses and operations.

24 134. Upon information and belief, Nextdoor will continue to contribute to infringement of  
25 the '516 Patent unless enjoined.

26 135. Nextdoor actively encourages their business partners and/or customers to use  
27 Nextdoor Infringing Products or their equivalents in an infringing manner.

28 136. Nextdoor has encouraged this infringement with a specific intent to cause its



1 business partners and customers to infringe. Nextdoor acts thus constitute active inducement of  
2 patent infringement in violation of 35 U.S.C. § 271(b).

3 137. Upon information and belief, Nextdoor will continue to induce infringement of the  
4 '516 Patent unless enjoined.

5 138. Nextdoor direct infringement, contributory infringement, and inducement of  
6 infringement have irreparably harmed Plaintiff.

7 139. Pursuant to 35 U.S.C. § 284, Plaintiff is entitled to damages adequate to compensate  
8 for the infringement.

9 140. Nextdoor infringement has been and is willful and, pursuant to 35 U.S.C. § 284,  
10 Plaintiff is entitled to treble damages. Nextdoor willful infringement is based at least on  
11 Nextdoor's knowledge of Plaintiff, its products, and its patents at least since 2010 and possibly  
12 sooner. Defendant conduct is egregious as it continued offering, selling, making and using the  
13 Infringing Products despite knowledge of the infringement. Defendant has either willfully and  
14 wantonly infringed the '516 Patent or has recklessly avoided knowledge of its own  
15 infringement, even when faced with knowledge of Plaintiff's own products and patents.

16 **COUNT IV**  
17 **INFRINGEMENT OF THE '288 PATENT**

18 141. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of  
19 this complaint as if fully set forth herein.

20 142. Plaintiff is the assignee and owner of all right, title, and interest in and to the '288  
21 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product  
22 embodying the '288 Patent throughout the United States, and to import any product embodying  
23 the '288 Patent into the United States.

24 143. The '288 Patent is an invention of systems and methods which constrain  
25 communications based on geo-spatial location between verified users in a geo-spatial  
26 environment.

27 144. Upon information and belief, Nextdoor has been and is now infringing claim 1 of the  
28 '288 Patent in the State of California, in this District, and elsewhere in the United States, by,  
among other things, directly or through intermediaries, making, using, selling and/or offering

1 for sale products with functionalities, covered by claim 1 of the '288 Patent to the injury of  
2 Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally  
3 infringing, and/or infringing the '288 Patent under the doctrine of equivalents. Nextdoor is thus  
4 liable for infringement of the '288 Patent pursuant to 35 U.S.C. § 271(a).

5 145. Nextdoor's infringement of claim 1 of the '288 Patent as evidenced at this time prior  
6 to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein.  
7 While summarized herein, this summary is by no means and exhaustive summary. There are  
8 likely numerous other forms of evidence that exist, which will be further evaluated during  
9 discovery.

10 **146. With respect to claim 1** of the '288 Patent, claim 1 limitations are found in the  
11 Nextdoor references as described below in brackets:

12 "A method of organizing an online neighborhood social network, comprising:

13 obtaining a region on a geo-spatial map using a processor and a memory; (Ex. 14)

14 obtaining a first subset of a plurality of members of the online neighborhood social  
15 network in a geo-spatial environment associated with the region on the geo-spatial  
16 map; (Ex. 7, 8)

17 determining a second subset of the plurality of members with a highest number of points  
18 from the first subset, wherein a determination is made is based on a level of  
19 information a user contributes in attaining higher status in the neighborhood in the  
20 online neighborhood social network; (Ex. 10)

21 creating a representative body from the second subset; (Ex. 10)

22 enabling the representative body to manage a portion of the online neighborhood social  
23 network in the geo-spatial environment associated with the region on the  
24 geo-spatial map; (Ex. 10)

25 appointing a lead member user from the representative body from the second subset of the  
26 plurality of members with the highest number of points from the first subset based  
27 on an acceptance of the lead member; (Ex. 10)

28 providing additional access privileges to the lead member user in the online neighborhood

1 social network of the geo-spatial environment; (Ex. 10)  
2 verifying that the user lives at a location that is associated with a current address where the  
3 user is living using the processor and the memory; (Ex. 7, 8)  
4 creating a social network page of the user once verified in the online neighborhood social  
5 network; (Ex. 7)  
6 distributing a message in a specified range of a distance away from the user surrounding a  
7 geographic vicinity adjacent to the location of the user originating the message;  
8 (Ex. 7)  
9 designating the user as a trusted party in the neighborhood the online neighborhood social  
10 network based on the level of information the user contributes in attaining higher  
11 status in the neighborhood in the online neighborhood social network; (Ex. 7, 8)  
12 automatically determining at least one permission of access in the neighborhood of the  
13 online neighborhood social network associated with the user; and (Ex. 7, 8, 10)  
14 segregating access such that only at least one of a verified individual and a verified entity  
15 is able to view information in the neighborhood of the online neighborhood social  
16 network.” (Ex/ 7)

17 147. Similar arguments can be made which demonstrate infringement of each of the other  
18 claims besides claim 1, including each of claims 2-14 of the ‘288 Patent.

19 148. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the  
20 claim 1 of the ‘288 Patent because each limitation is practiced through the Nextdoor.com  
21 website and mobile application because the allegations herein specify. Moreover, a detailed  
22 summary provided here demonstrates that Nextdoor's infringement is directly related to novel  
23 capabilities of the Nextdoor.com website and mobile applications. For at least these reasons,  
24 Nextdoor infringes claim 1 of the ‘288 Patent.

25 149. Upon reason and belief, Nextdoor knew of Plaintiff’s inventions and patented  
26 concepts through Janikiraman and Tolia chose to willfully infringe them including the inventive  
27 concepts embodied in the '288 Patent.

28 150. To the extent Nextdoor Infringing Products, without more, do not directly infringe

1 claim 1 of the '288 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. §  
2 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a  
3 component of a patented machine or an apparatus used in practicing a patented process,  
4 constituting a material part of Plaintiff's invention, knowing the same to be especially made or  
5 especially adapted for use in infringement of the '288 Patent.

6 151. For example, upon information and belief, the core software application of  
7 Nextdoor's host platform and technology, which directly infringes the '288 Patent, is being  
8 provided by Nextdoor to other service providers and hosts to incorporate into their own  
9 businesses and operations.

10 152. Upon information and belief, Nextdoor will continue to contribute to infringement of  
11 the '288 Patent unless enjoined.

12 153. Nextdoor actively encourages their business partners and/or customers to use  
13 Nextdoor Infringing Products or their equivalents in an infringing manner.

14 154. Nextdoor has encouraged this infringement with a specific intent to cause its  
15 business partners and customers to infringe. Nextdoor acts thus constitute active inducement of  
16 patent infringement in violation of 35 U.S.C. § 271(b).

17 155. Upon information and belief, Nextdoor will continue to induce infringement of the  
18 '288 Patent unless enjoined.

19 156. Nextdoor direct infringement, contributory infringement, and inducement of  
20 infringement have irreparably harmed Plaintiff.

21 157. Pursuant to 35 U.S.C. § 284, Plaintiff is entitled to damages adequate to compensate  
22 for the infringement.

23 158. Nextdoor infringement has been and is willful and, pursuant to 35 U.S.C. § 284,  
24 Plaintiff is entitled to treble damages. Nextdoor willful infringement is based at least on  
25 Nextdoor's knowledge of Plaintiff, its products, and its patents at least since 2010 and possibly  
26 sooner. Defendant conduct is egregious as it continued offering, selling, making and using the  
27 Infringing Products despite knowledge of the infringement. Defendant has either willfully and  
28 wantonly infringed the '288 Patent or has recklessly avoided knowledge of its own

1 infringement, even when faced with knowledge of Plaintiff's own products and patents.

2 **COUNT V**  
3 **INFRINGEMENT OF THE '367 PATENT**

4 159. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of  
5 this complaint as if fully set forth herein.

6 160. Plaintiff is the assignee and owner of all right, title, and interest in and to the '367  
7 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product  
8 embodying the '367 Patent throughout the United States, and to import any product embodying  
9 the '367 Patent into the United States.

10 161. The '367 Patent is an invention of systems and methods which constrain  
11 communications based on geo-spatial location between verified users in a geo-spatial  
12 environment.

13 162. Upon information and belief, Nextdoor has been and is now infringing claim 1 of the  
14 '367 Patent in the State of California, in this District, and elsewhere in the United States, by,  
15 among other things, directly or through intermediaries, making, using, selling and/or offering  
16 for sale products with functionalities, covered by claim 1 of the '367 Patent to the injury of  
17 Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally  
18 infringing, and/or infringing the '367 Patent under the doctrine of equivalents. Nextdoor is thus  
19 liable for infringement of the '367 Patent pursuant to 35 U.S.C. § 271(a).

20 163. Nextdoor's infringement of claim 1 of the '367 Patent as evidenced at this time prior  
21 to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein.  
22 While summarized herein, this summary is by no means an exhaustive summary. There are  
23 likely numerous other forms of evidence that exist, which will be further evaluated during  
24 discovery.

25 **164. With respect to claim 1 of the '367 Patent, claim 1 limitations are found in the**  
26 **Nextdoor references as described below in brackets:**

27 "A method of an emergency response server comprising:

28 validating that an emergency broadcast data generated through a mobile device is  
associated with a verified user of the emergency response server using a processor

1 and a memory; (Ex. 15)  
2 verifying that a set of geospatial coordinates associated with the emergency broadcast data  
3 generated through the mobile device are trusted based on a claimed geospatial  
4 location of the verified user of the emergency response server; (Ex. 15)  
5 determining that a time stamp associated with a creation date and a creation time of the  
6 emergency broadcast data generated through the mobile device is trusted based on  
7 the claimed geospatial location of the verified user of the emergency response  
8 server; and (Ex. 15)  
9 automatically publishing the emergency broadcast data generated through the mobile  
10 device on a set of user profiles having associated verified addresses in a threshold  
11 distance from the set of geospatial coordinates associated with the emergency  
12 broadcast data generated through the mobile device of the verified user of the  
13 emergency response server using an algorithm, wherein the emergency response  
14 server to optionally verify the emergency broadcast data through a performance, by  
15 any one of the emergency response server and a police department, of elective  
16 operations comprising at least one of: (Ex. 15)  
17 to monitor when the mobile device associated with the verified user is used to generate an  
18 emergency telephone call, (Ex. 15)  
19 to capture an audio data associated with the emergency telephone call through the mobile  
20 device through an emergency capture algorithm of the emergency response server,  
21 to generate a transcript of the audio data through a transcription algorithm of the  
22 emergency response server, (Ex. 15)  
23 to automatically broadcast at least one of a notification of the emergency telephone call,  
24 the audio data associated with the emergency telephone call, a summary posting of  
25 a crime event, and the transcript of the emergency telephone call through at least  
26 one of an on-page posting, an electronic communication, and a push notification  
27 delivered to desktop and mobile devices associated with users and their user  
28 profiles around an epicenter defined at the set of geospatial coordinates associated

1 with the emergency broadcast data generated through the mobile device using the  
2 algorithm, and (Ex. 15)  
3 to extract the geospatial coordinates from a metadata associated with the emergency  
4 broadcast data generated through the mobile device when verifying that the set of  
5 geospatial coordinates associated with the emergency broadcast data generated  
6 through the mobile device are trusted based on the claimed geospatial location of  
7 the verified user of the emergency response server; (Ex. 15)  
8 determining a relative match between a persistent clock associated with the emergency  
9 response server and a digital clock of the mobile device to determine that the time  
10 stamp associated with the creation date and time of the emergency broadcast data  
11 generated through the mobile device is accurate and therefore trusted; and (Ex.  
12 15)  
13 automatically deleting of the emergency broadcast data generated through the mobile  
14 device on a set of user profiles having associated verified addresses in the  
15 threshold radial distance from the set of geospatial coordinates associated with the  
16 emergency broadcast data generated through the mobile device of the verified user  
17 of the emergency response server based on an emergency alert expiration time.”  
18 (Ex. 15)

19 165. Similar arguments can be made which demonstrate infringement of each of the other  
20 claims besides claim 1, including each of claims 2-8 of the ‘367 Patent.

21 166. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the  
22 claim 1 of the ‘367 Patent because each limitation is practiced through the Nextdoor.com  
23 website and mobile application because the allegations herein specify.

24 167. Upon reason and belief, Nextdoor knew of Plaintiff’s inventions and patented  
25 concepts through Janikiraman and Tolia chose to willfully infringe them including the inventive  
26 concepts embodied in the '367 Patent.

27 168. To the extent Nextdoor Infringing Products, without more, do not directly infringe  
28 claim 1 of the '367 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. §



1 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a  
2 component of a patented machine or an apparatus used in practicing a patented process,  
3 constituting a material part of Plaintiff's invention, knowing the same to be especially made or  
4 especially adapted for use in infringement of the '367 Patent.

5 169. For example, upon information and belief, the core software application of  
6 Nextdoor's host platform and technology, which directly infringes the '367 Patent, is being  
7 provided by Nextdoor to other service providers and hosts to incorporate into their own  
8 businesses and operations.

9 170. Upon information and belief, Nextdoor will continue to contribute to infringement of  
10 the '367 Patent unless enjoined.

11 171. Nextdoor actively encourages their business partners and/or customers to use  
12 Nextdoor Infringing Products or their equivalents in an infringing manner.

13 172. Nextdoor has encouraged this infringement with a specific intent to cause its  
14 business partners and customers to infringe. Nextdoor acts thus constitute active inducement of  
15 patent infringement in violation of 35 U.S.C. § 271(b).

16 173. Upon information and belief, Nextdoor will continue to induce infringement of the  
17 '367 Patent unless enjoined.

18 174. Nextdoor direct infringement, contributory infringement, and inducement of  
19 infringement have irreparably harmed Plaintiff.

20 175. Pursuant to 35 U.S.C. § 284, Plaintiff is entitled to damages adequate to compensate  
21 for the infringement.

22 176. Nextdoor infringement has been and is willful and, pursuant to 35 U.S.C. § 284,  
23 Plaintiff is entitled to treble damages. Nextdoor willful infringement is based at least on  
24 Nextdoor's knowledge of Plaintiff, its products, and its patents at least since 2010 and possibly  
25 sooner. Defendant conduct is egregious as it continued offering, selling, making and using the  
26 Infringing Products despite knowledge of the infringement. Defendant has either willfully and  
27 wantonly infringed the '367 Patent or has recklessly avoided knowledge of its own  
28 infringement, even when faced with knowledge of Plaintiff's own products and patents.

**COUNT VI**

**INFRINGEMENT OF THE '545 PATENT**

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177. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of this complaint as if fully set forth herein.

178. Plaintiff is the assignee and owner of all right, title, and interest in and to the '545 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product embodying the '545 Patent throughout the United States, and to import any product embodying the '545 Patent into the United States.

179. The '545 Patent is an invention of systems and methods which constrain communications based on geo-spatial location between verified users in a geo-spatial environment.

180. Upon information and belief, Nextdoor has been and is now infringing claim 1 of the '545 Patent in the State of California, in this District, and elsewhere in the United States, by, among other things, directly or through intermediaries, making, using, selling and/or offering for sale products with functionalities, covered by claim 1 of the '545 Patent to the injury of Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally infringing, and/or infringing the '545 Patent under the doctrine of equivalents. Nextdoor is thus liable for infringement of the '545 Patent pursuant to 35 U.S.C. § 271(a).

181. Nextdoor's infringement of claim 1 of the '545 Patent as evidenced at this time prior to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein. While summarized herein, this summary is by no means an exhaustive summary. There are likely numerous other forms of evidence that exist, which will be further evaluated during discovery.

**182. With respect to claim 1** of the '545 Patent, claim 1 limitations are found in the Nextdoor references as described below in brackets:

“A method for providing users of information with timely information about a news story related to the geographic locations of the users, the method comprising the steps of: (Ex. 12) receiving a submission of a news story from the Internet via a computer network interface

1 device, the news story comprising a geographic location of the news story, a  
2 description of the details of the news story and information related to the  
3 marketing of goods associated with the news story; (Ex. 12)  
4 searching a contact database, the contact database stored on a computer and comprising  
5 electronic contact information and geographic location information for a plurality  
6 of users, to select users whose geographic locations indicate a proximity to the  
7 geographic location of the news story; (Ex. 7, 8)  
8 providing, via the computer network interface device, the selected users with the  
9 geographic location of the news story, the description of the details of the news  
10 story, and the information related to the marketing of goods associated with the  
11 news story; (Ex. 12)  
12 enabling an interested user to form an immediate communication in the form of an online  
13 interview with at least one of a neighboring user surrounding the specific  
14 geographic location of the news story; (Ex. 12)  
15 generating a contact information of users, wherein the contact information comprises at  
16 least one of an email address, an instant message identification and a telephonic  
17 contact number; and (Ex. 12)  
18 permitting other users to access the contact information of the user when the user makes a  
19 submission in order to permit immediate communication between at least the other  
20 user and the submitter user.” (Ex. 12)

21 183. Similar arguments can be made which demonstrate infringement of each of the other  
22 claims besides claim 1, including each of claims 2-27 of the ‘545 Patent.

23 184. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the  
24 claim 1 of the ‘545 Patent because each limitation is practiced through the Nextdoor.com  
25 website and mobile application because the allegations herein specify.

26 185. Upon reason and belief, Nextdoor knew of Plaintiff’s inventions and patented  
27 concepts through Janikiraman and Tolia chose to willfully infringe them including the inventive  
28 concepts embodied in the '545 Patent.

1 186. To the extent Nextdoor Infringing Products, without more, do not directly infringe  
2 claim 1 of the '545 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. §  
3 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a  
4 component of a patented machine or an apparatus used in practicing a patented process,  
5 constituting a material part of Plaintiff's invention, knowing the same to be especially made or  
6 especially adapted for use in infringement of the '545 Patent.

7 187. For example, upon information and belief, the core software application of  
8 Nextdoor's host platform and technology, which directly infringes the '545 Patent, is being  
9 provided by Nextdoor to other service providers and hosts to incorporate into their own  
10 businesses and operations.

11 188. Upon information and belief, Nextdoor will continue to contribute to infringement of  
12 the '545 Patent unless enjoined.

13 189. Nextdoor actively encourages their business partners and/or customers to use  
14 Nextdoor Infringing Products or their equivalents in an infringing manner.

15 190. Nextdoor has encouraged this infringement with a specific intent to cause its  
16 business partners and customers to infringe. Nextdoor acts thus constitute active inducement of  
17 patent infringement in violation of 35 U.S.C. § 271(b).

18 191. Upon information and belief, Nextdoor will continue to induce infringement of the  
19 '545 Patent unless enjoined.

20 192. Nextdoor direct infringement, contributory infringement, and inducement of  
21 infringement have irreparably harmed Plaintiff.

22 193. Pursuant to 35 U.S.C. § 284, Plaintiff is entitled to damages adequate to compensate  
23 for the infringement.

24 194. Nextdoor infringement has been and is willful and, pursuant to 35 U.S.C. § 284,  
25 Plaintiff is entitled to treble damages. Nextdoor willful infringement is based at least on  
26 Nextdoor's knowledge of Plaintiff, its products, and its patents at least since 2010 and possibly  
27 sooner. Defendant conduct is egregious as it continued offering, selling, making and using the  
28 Infringing Products despite knowledge of the infringement. Defendant has either willfully and

1 wantonly infringed the '545 Patent or has recklessly avoided knowledge of its own  
2 infringement, even when faced with knowledge of Plaintiff's own products and patents.

3 195. This case is “exceptional” within the meaning of 35 U.S.C. § 285, and Plaintiff is  
4 entitled to an award of attorneys’ fees.

5 **REQUEST FOR RELIEF**

6 WHEREFORE, Plaintiff requests that the Court find in its favor and against Nextdoor,  
7 and that the Court grant Plaintiff the following relief:

- 8 a. Judgment that claims 1-27 of the '245 Patent has been infringed by Nextdoor;  
9 b. Judgment that claims 1 of the '409 Patent has been infringed by Nextdoor;  
10 c. Judgment that claims 1-4, 6-9, 15, 16, 18, 19, 21, 22, and 31 of the '516 Patent has  
11 been infringed by Nextdoor;  
12 d. Judgment that claims 1-14 of the '288 Patent has been infringed by Nextdoor;  
13 e. Judgment that claims 1-8 of the '367 Patent has been infringed by Nextdoor;  
14 f. Judgment that claims 1-27 of the '545 Patent has been infringed by Nextdoor;  
15 g. Permanent Injunction disabling the Nextdoor.com website, the Nextdoor iOS and  
16 Android mobile applications;  
17 h. Judgment that Nextdoor accounts for and pay to Plaintiff all damages and costs  
18 incurred by Plaintiff, caused by Nextdoor’s infringing activities complained of herein;  
19 i. That Plaintiff be granted pre-judgment and post-judgment interest on the damages;  
20 j. An award of damages against Nextdoor adequate to compensate Plaintiff for the  
21 infringement that has occurred, but in no event less than a reasonable royalty as  
22 permitted under 35 U.S.C. § 284, together with prejudgment interest from the date  
23 infringement began;  
24 k. Treble damages given Nextdoor’s willful and wanton disregard of Abhyanker patent  
25 rights and the USPTO patent process;  
26 l. That this Court declare this an exceptional case and award Plaintiff reasonable  
27 attorneys’ fees and costs in accordance with 35 U.S.C. § 285;  
28 m. Constructive trust over the Nextdoor source code, native files, and database records of

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Nextdoor, Inc. sufficient enough to satisfy the judgment; and  
n. That Plaintiff be granted such other and further relief as the Court may deem just and proper under the circumstances.

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**DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury or any issues so triable by right.

Dated: March 5, 2021

LEGALFORCE RAPC WORLDWIDE P.C.

\_\_\_\_/s/ Raj Abhyanker\_\_\_\_\_

Raj V. Abhyanker  
*Plaintiff*