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8	Plaintiff Raj Abhyanker	
9		
10	UNITED STA	TES DISTRICT COURT
11	NORTHERN DIS	STRICT OF CALIFORNIA
12	SAN J	OSE DIVISION
13		1
14	RAJ ABHYANKER,	Case No.: 5:21-cv-01586
15	Plaintiff,	COMPLAINT FOR PATENT
16	v.	INFRINGEMENT U.S. PATENT NOS.
		1. 8,863,245
17	NEYTDOOP INC:	
17 18	NEXTDOOR, INC.;	2. 8,965,409 3. 9,037,516
	NEXTDOOR, INC.; Defendant.	2. 8,965,409 3. 9,037,516 4. 9,064,288
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18 19 20		2. 8,965,409 3. 9,037,516 4. 9,064,288 5. 9,071,367; and
18 19 20 21		2. 8,965,409 3. 9,037,516 4. 9,064,288 5. 9,071,367; and
18 19 20 21 22		2. 8,965,409 3. 9,037,516 4. 9,064,288 5. 9,071,367; and 6. 9,098,545
18 19 20 21 22 23		2. 8,965,409 3. 9,037,516 4. 9,064,288 5. 9,071,367; and 6. 9,098,545
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18 19 20 21 22 23 24 25		2. 8,965,409 3. 9,037,516 4. 9,064,288 5. 9,071,367; and 6. 9,098,545
18 19 20 21 22 23 24 25 26		2. 8,965,409 3. 9,037,516 4. 9,064,288 5. 9,071,367; and 6. 9,098,545

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

NEXTDOOR'S THEFT OF ABHYANKER'S VERSION OF NEXTDOOR

- 7. Abhyanker created a "NextDoor.com Specification Draft 1" for a neighborhood social network to be called Nextdoor.com in 2006, and provided this draft to investors. Abhyanker built a minimally viable software prototype for his neighborhood social network and successfully deployed it in a number of neighborhoods across the Bay Area. Abhyanker originally created a version of the "house" logo to be used for Nextdoor in 2006. Forensically preserved evidence shows that Abhyanker created a cap-table showing equity distribution in a business to be called NextDoor, Inc. while allocating himself 30% founder shares in 2006, and while allocating co-founder shares to his business partner Sandeep Sood ("Sood") and employees such as a "guy with Google Maps experience." Abhyanker was the lead inventor on more than 40 patent applications between 2006 and 2007, some of which referred to the name "nextdoor.com" as the name of his neighborhood social network. Abhyanker picked the Fatdoor name only when he could not secure the Nextdoor.com domain after numerous bids.
- 8. Abhyanker pitched his Nextdoor / Fatdoor concept in June of 2007 to venture capitalist Benchmark Capital as part of a Series B round of fundraising. Tolia was at that time an entrepreneur-in-residence employee of Benchmark whose job it was to assist the venture fund in the evaluation of startups. Forensically preserved evidence shows that Benchmark headhunter Jon Love considered Tolia to be the chief executive officer of Abhyanker's startup in August 2007. However Tolia was not chosen, and a different chief executive officer, Jennifer Dulski ("Dulski") was selected by investors to replace Abhyanker based on a positive reference by Tolia. After two pivots and name changes, Dulski drove Abhyanker's startup to failure by 2011 when Abhyanker's inventions covered through patent filings were sold to a non-practicing entity in Texas and the balance to Google, Inc.
 - 9. In the meanwhile, Tolia left Benchmark in 2008 to launch a sports website called

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

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

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

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

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

- 12. On December 2, 2014, Abhyanker entered into a confidential Settlement Agreement with Nextdoor regarding settlement of a litigation *Nextdoor v. Abhyanker* 3:12-cv-05667-EMC which included, merged, and incorporated a Patent License Agreement from Abhyanker to Nextdoor granting a non-exclusive patent licenses to the six U.S. Patents asserted herein.
- 13. An essential term of the Settlement Agreement in exchange for the Patent License Agreement from Abhyanker to Nextdoor was that Nextdoor would hold in confidence certain onerous terms of the Settlement Agreement that were embarrassing to Abhyanker or otherwise oppressively one sided in favor of Nextdoor regarding Abhyanker's loss of rights because of meritorious causes of action Nextdoor had asserted against Abhyanker over his unwise purchase and use of the Nextdoor.cm domain after the successful outbidding of the Nextdoor.com domain by Nextdoor.
- 14. On March 1, 2021 at around 11:59 P.M., Nextdoor materially breached the Settlement Agreement by publicly disclosing onerous and oppressively one sided terms which are adverse to Abhyanker by uploading them in unredacted form through Electronic Case Filing ("ECF") system for federal litigation and making them accessible through PacerPro and other automated PDF capture services.
 - 15. Within minutes and shortly after midnight at around 12:02 A.M. on March 2, 2021, a

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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

32. On November 11, 2013, Abhyanker negotiated with and received full ownership rights

many emails and meetings in Dallas, Texas.

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 <i>Nextdoor v</i> .
27	Abhyanker 3:12-cv-05667-EMC in which Abhyanker was the defendant, IP Analytics sold its
28	quitclaim to Nextdoor.
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"nextdoor" in connection with his business concept for a neighborhood-based social network, and opted to instead use the name "Fatdoor" for it. Id. at ¶ 42.

- 48. On October 23, 2006, Abhyanker purchased domains "nextlawn.com" and "nextyard.com" in his personal name. *Id.* at ¶ 46. Abhyanker included the URL www.nextdoor.com in a patent application he filed on November 22, 2006 (U.S. Pat. App. No. 11/603,442 para [0236]) *Id.* at ¶ 56, *highlighted*. Nextdoor.com did not believe that patents can confer trademark or domain name rights, and believed that they were irrelevant in the instant litigation. Nonetheless, Nextdoor.com included the suggested findings making it clear their knowledge and material relevance of Abhyanker's prior art. *Id.* at *footnote 1*.
- 49. In the course of seeking VC funding, Abhyanker also provided an October 21, 2006 specification he had written for Nextdoor to his funders as proof of the "Fatdoor (formerly Nextdoor) conception." *Id.* at ¶ 61.
- 50. About four years later, on October 26, 2011, Nextdoor.com publicly launched its website www.nextdoor.com. *Id.* at ¶ 3. The morning after launch day, October 27, 2011, Defendant Abhyanker sent an unsolicited email to Nextdoor.com's CEO, Nirav Tolia, congratulating him on the successful launch of www.nextdoor.com and stating that he had pursued a similar business concept under the name Fatdoor. *Id.* at ¶ 4.
- 51. Nextdoor's then chief executive officer Tolia meet with Abhyanker on September 28, 2012 in a public setting at a Panera Bread in downtown San Francisco near 4th Street and King street. (*Declaration of Raj Abhyanker*, dated January 24, 2014, ¶ 52, Ex. 6, further Ex. K in case No. 3:12-cv-05667-EMC) During the meeting, Tolia and Abhyanker discussed Abhyanker's inventions, and Abhyanker provided insight into numerous inventive ideas that Abhyanker had with respect to extending features of Abhyanker's Nextdoor concept to nearby neighborhoods and municipalities. Tolia and Abhyanker met for numerous hours, and a portion of the meeting was audio recorded by Abhyanker. The recorded portion is the concluding portion, with recording time of 1 hour and 58 minutes. *Id.* at ¶ 56. Nextdoor initially alleged that the recording was surreptitiously recorded, but did not actively pursue that argument during the instant litigation after the transcript was offered as an exhibit as Dkt. 150-1. *Id.* at Ex. K, in case

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

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

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

54. Tolia goes on by saying "so let's assume for a second that what we're having a

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

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

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

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

- 57. In addition, Tolia changed his story a number of times with respect to when he first heard of "Fatdoor" during the meeting. First, Tolia said he heard of the concept when Abhyanker first emailed him the morning after their launch on October 26, 2011. *Id.* Ex. K, pg. 1 Later, Tolia confessed that he heard of Fatdoor and Abhyanker's inventions when researching press contacts prior to the launch of Nextdoor.com. *Id.* Ex. K, pg. 10.
- 58. Changing his story again, Tolia admitted that someone Abhyanker knew that worked with Abhyanker early on was a friend of his cofounder Janikiraman and filled out a survey prior to the launch of Nextdoor. *Id.* Ex. K, pg. 10 Tolia admitted that an entrepreneur like Abhyanker should go in and just expect a venture capitalist to take intellectual property from others and that it has happened so many times in the past. *Id.* Ex. K, pg. 58.
- 59. Tolia admitted that he knew the replacement CEO to Abhyanker in 2007, Jennifer Dulski since she worked at Yahoo, Inc., and exchanged communications with her through Facebook, including an email discussing Abhyanker's inquiry to Tolia the day after the Nextdoor.com website launched on October 26, 2011. *Id.* Ex. K, pg. 1 Tolia offered that the pro-generators of his neighborhood social networking implementation by Nextdoor were his "co-founders" Madison Bell and Adam Varro. *Id.* Ex. K, pg. 5.
- 60. On December 2, 2014, Abhyanker licensed certain enumerated patents to Nextdoor through a Patent License Agreement along with the settlement of this litigation. The Patent License Agreement included 6 issued patents, 5 allowed patents and 53 pending applications on which Abhyanker listed as the inventor.

KEY DIFFERENTIATORS OF NEXTDOOR INVENTED BY ABHYANKER

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

62. For example, Abhyanker conceived of the idea to send postcard mailers to homes of 1 neighbors to verify users in 2006.1 2 3 4 5 6 7 8 9 10 11 12

63. Abhyanker invented the idea to draw neighborhood boundaries for new neighborhoods when a founding member joins in 2007.²

¹ "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

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² "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.

64. Abhyanker invented the concept to elect neighborhood leads by tracking activity level on the social network in 2007.³ 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

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³ "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, "COMMUNITY BOUNDARIES IN A GEO-SPATIAL ENVIRONMENT" filed August 30, 2007 with Abhyanker as the sole inventor.

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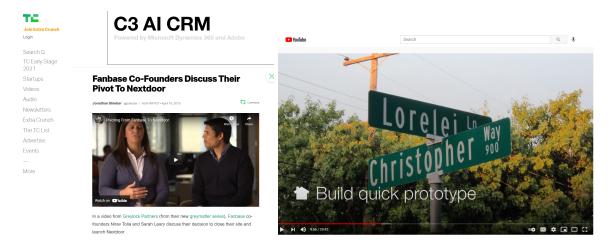
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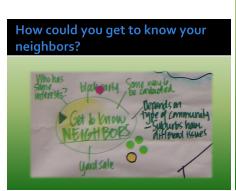
videos was Janikiraman.



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.

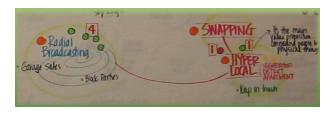
THE LORELEI NEIGHBORHOOD

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:









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.

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

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

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





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

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 it's service in Menlo Park, Calif., on Saturday, May 20, 2017, (LPO Ching/Bay Area News Group)

71. Shortly after settling with Abhyanker, Nextdoor obscured its founding history even more 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'
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'
9	patent, namely, the following United States Patent Nos:
10	a. The U.S. Pat. No. 8,863,245 (the '245 Patent), titled "NEXTDOOR NEIGHBORHOOI
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-GENERATEI
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, 2016
20	with priority to claims as early as October 2006, and names Raj Abhyanker as solu
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 or
24	June 23, 2015, and filed on February 27, 2014 with priority to claims as early as Octobe
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

f. The U.S. Pat. No. 9,098,545 (the '545 Patent), titled "HOT NEWS NEIGHBORHOOD

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

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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 <u>www.nextdoor.com</u> . 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.
	II

- 82. Venue in this judicial district is proper under 28 U.S.C. § 1400(b).
- 83. This Court has personal jurisdiction over Nextdoor because (a) Nextdoor has committed the acts of patent infringement complained of herein, including but not limited to making, using, distributing, offering for sale and selling infringing products embodying Plaintiff's patented inventions, in this State and this District, and (b) Nextdoor has directed its acts of infringement and the other unlawful acts complained of herein at this State and this District.
- 84. This Court has personal jurisdiction over Nextdoor for the additional reason that it has engaged in systematic and continuous contacts with this State and this District by, *inter alia*, regularly conducting and soliciting business in this State and this District, and deriving substantial revenue from products and/or services provided to persons in this State and this District.

COUNT I INFRINGEMENT OF THE '245 PATENT

- 85. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of this complaint as if fully set forth herein.
- 86. Plaintiff is the assignee and owner of all right, title, and interest in and to the '245 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product embodying the '245 Patent throughout the United States, and to import any product embodying the '245 Patent into the United States.
- 87. The '245 Patent is an invention of systems and methods which constrain communications based on geo-spatial location between verified users in a geo-spatial environment.
- 88. Upon information and belief, Nextdoor has been and is now infringing each claim 1 through 27 of the '245 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 claims 1 through 27 of the '245 Patent to the injury of Plaintiff at least since public launch on October 26, 2011 and 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

suant to 35 U.S.C. § 271(a). Extdoor's infringement of claims 1 through 27 of the '245 Patent as evidenced at this to discovery and forming Plaintiff's reasonable belief of infringement is summarized nile summarized herein, this summary is by no means and exhaustive summary. There numerous other forms of evidence that exist, which will be further evaluated during the respect to claim 1 of the '245 Patent, claim 1 states: Somputer server of the global neighborhood environment: Somputer server including one or more computers having non-transitory instructions stored thereon that when executed cause the one or more computers: Parify that a user lives at a residence associated with a geographic location claimed by the user of the global neighborhood environment using a processor and a memory, eate a social network page of the user once verified,
to discovery and forming Plaintiff's reasonable belief of infringement is summarized nile summarized herein, this summary is by no means and exhaustive summary. There numerous other forms of evidence that exist, which will be further evaluated during the respect to claim 1 of the '245 Patent, claim 1 states: Insert the global neighborhood environment: Insert the server including one or more computers having non-transitory instructions at stored thereon that when executed cause the one or more computers: In the respect to claim 1 of the '245 Patent, claim 1 states: The respect to claim 1 of the '245
nile summarized herein, this summary is by no means and exhaustive summary. There numerous other forms of evidence that exist, which will be further evaluated during the respect to claim 1 of the '245 Patent, claim 1 states: In the server of the global neighborhood environment: It is server including one or more computers having non-transitory instructions as stored thereon that when executed cause the one or more computers: It is strictly that a user lives at a residence associated with a geographic location claimed by the user of the global neighborhood environment using a processor and a memory, eate a social network page of the user once verified,
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th respect to claim 1 of the '245 Patent, claim 1 states: Imputer server of the global neighborhood environment: Imputer server including one or more computers having non-transitory instructions stored thereon that when executed cause the one or more computers: In the respect to claim 1 of the '245 Patent, claim 1 states: Imputer server of the global neighborhood environment: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 1 of the '245 Patent, claim 1 states: In the respect to claim 2 of the states: In the respect to claim 1 of the '245 Patent, claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to claim 2 of the states: In the respect to
computer server of the global neighborhood environment: computer server including one or more computers having non-transitory instructions stored thereon that when executed cause the one or more computers: crify that a user lives at a residence associated with a geographic location claimed by the user of the global neighborhood environment using a processor and a memory, eate a social network page of the user once verified,
computer server of the global neighborhood environment: computer server including one or more computers having non-transitory instructions stored thereon that when executed cause the one or more computers: crify that a user lives at a residence associated with a geographic location claimed by the user of the global neighborhood environment using a processor and a memory, eate a social network page of the user once verified,
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eate a social network page of the user once verified,
and a contract the contract of
able the user to constrain a communication to neighboring users within a geospatial
vicinity of the residence of the user based on a neighborhood boundary,
stribute a message in a distance away from the residence of the user based on the
neighborhood boundary,
rovide an additional privilege to the user in the online community of the global
neighborhood environment based on at least one of a participation level of the user
in the online community and an activity level of the user associated with
encouraging neighbors to participate in the online community,
tomatically determine a set of access permissions in the online community associated
with each user of the online community by constraining access in private web sites
of the online community to neighboring users based on each residence associated
with each geographic location claimed by each user of the global neighborhood
environment,
environment, enerate a communication of the user, wherein the user is part of a neighborhood crime

Ш

ı	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
۱	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."
5	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
3	processor and a memory" as described in Ex 7 where it writes "Before you can participate on
,	Nextdoor, you must verify the address used to create your account" See Ex. 7 and "Address
0	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
4	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
6	(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
9	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

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

- 93. Similar arguments can be made which demonstrate infringement of each of the other claims besides claim 1, including each of claims 2-27 of the '245 Patent.
- 94. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the claim 1 of the '245 Patent because each limitation is practiced through the Nextdoor.com website and mobile application because the allegations herein specify.
- 95. Upon reason and belief, Nextdoor knew of Plaintiff's inventions and patented concepts through Janikiraman and Tolia as early as 2010, and chose to willfully infringe them including the inventive concepts embodied in the '245 Patent.
- 96. To the extent Nextdoor Infringing Products, without more, do not directly infringe each claim 1-27 of the '245 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. § 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a component of a patented machine or an apparatus used in practicing a patented process, constituting a material part of Plaintiff's invention, knowing the same to be especially made or especially adapted for use in infringement of the '245 Patent.
- 97. For example, upon information and belief, the core software application of Nextdoor's host platform and technology, which directly infringes the '245 Patent, is being provided by Nextdoor to other service providers and hosts to incorporate into their own businesses and operations.
 - 98. Upon information and belief, Nextdoor will continue to contribute to infringement of the

'	243 I atent 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
5	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.
ر ₋ ا	106. Plaintiff is the assignee and owner of all right, title, and interest in and to the '409

Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product

embodying the '409 Patent throughout the United States, and to import any product embodying

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

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107.

the '409 Patent into the United States.

ı	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
1	'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
5	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
3	infringing, and/or infringing the '409 Patent under the doctrine of equivalents. Nextdoor is thus
,	liable for infringement of the '409 Patent pursuant to 35 U.S.C. § 271(a).
0	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
4	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."

- 111. Nextdoor generates an online neighborhood social network in which residents are represented as users, and in which residents have associated meta-data indicating at least one of a verified physical location and a privacy setting of the users. Ex. 7 and 8. Nextdoor also generating a community publication based on the article submitted by a community journalist at a periodically occurring interval, wherein the community journalist is a resident of a private neighborhood constrained only to neighbors living in the private neighborhood through the online neighborhood social network Ex. 12 and publishes the community publication in the geospatial environment to targeted users distributable to an electronic location of at least a subset of the targeted users subscribing to the community publication when the electronic location is available in the private neighborhood of the online neighborhood social network as described in Ex. 8 and 9.
- 112. Therefore, Plaintiff believes that Nextdoor is willfully infringing this element of the claim 1 of the '409 Patent because each limitation is practiced through the Nextdoor.com website and mobile application because the allegations herein specify.
- 113. Upon reason and belief, Nextdoor knew of Plaintiff's inventions and patented concepts through Janikiraman and Tolia chose to willfully infringe them including the inventive concepts embodied in the '409 Patent.
- 114. To the extent Nextdoor Infringing Products, without more, do not directly infringe claim 1 of the '409 Patent, Nextdoor contributes to infringement of the same under 35 U.S.C. § 271(c) inasmuch as the Infringing Products offered for sale and sold by Nextdoor is each a component of a patented machine or an apparatus used in practicing a patented process, constituting a material part of Plaintiff's invention, knowing the same to be especially made or especially adapted for use in infringement of the '409 Patent.
- 115. For example, upon information and belief, the core software application of Nextdoor's host platform and technology, which directly infringes the '409 Patent, is being provided by Nextdoor to other service providers and hosts to incorporate into their own businesses and operations.
 - 116. Upon information and belief, Nextdoor will continue to contribute to infringement of

the '409 Patent unless enjoined.

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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)
	II

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 i		
4	based on the mail mode." (Ex. 13, 14)		
5	129. Similar arguments can be made which demonstrate infringement of each of the oth		
6	claims besides claim 1, including each of claims 2-4, 6-9, 15, 16, 18, 19, 21, 22, and 31 of th		
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 inventiv		
13	concepts embodied in the '516 Patent.		
14	132. To the extent Nextdoor Infringing Products, without more, do not directly infring		
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		
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		

'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			
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 thu		
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 prio		
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 neighborhoo		
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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 nove	
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	
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wantonly infringed the '288 Patent or has recklessly avoided knowledge of its own

infringement, even when faced with knowledge of Plaintiff's own products and patents. 1 2 **COUNT V INFRINGEMENT OF THE '367 PATENT** 3 159. Plaintiff realleges and incorporates the allegations of the preceding paragraphs of 4 this complaint as if fully set forth herein. 5 Plaintiff is the assignee and owner of all right, title, and interest in and to the '367 6 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product 7 embodying the '367 Patent throughout the United States, and to import any product embodying 8 the '367 Patent into the United States. 9 161. The '367 Patent is an invention of systems and methods which constrain 10 communications based on geo-spatial location between verified users in a geo-spatial 11 environment. 12 Upon information and belief, Nextdoor has been and is now infringing claim 1 of the 162. 13 '367 Patent in the State of California, in this District, and elsewhere in the United States, by, 14 among other things, directly or through intermediaries, making, using, selling and/or offering 15 for sale products with functionalities, covered by claim 1 of the '367 Patent to the injury of 16 Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally 17 infringing, and/or infringing the '367 Patent under the doctrine of equivalents. Nextdoor is thus 18 liable for infringement of the '367 Patent pursuant to 35 U.S.C. § 271(a). 19 163. Nextdoor's infringement of claim 1 of the '367 Patent as evidenced at this time prior 20 to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein. 21 While summarized herein, this summary is by no means and exhaustive summary. There are 22 likely numerous other forms of evidence that exist, which will be further evaluated during 23 discovery. 24 164. With respect to claim 1 of the '367 Patent, claim 1 limitations are found in the 25 Nextdoor references as described below in brackets: 26 "A method of an emergency response server comprising: 27 validating that an emergency broadcast data generated through a mobile device is 28 associated with a verified user of the emergency response server using a processor

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1	and a memory; (Ex. 15)	
2	verifying that a set of geospatial coordinates associated with the emergency broadcast dat	
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	

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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 inventiv		
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. §		

wantonly infringed the '367 Patent or has recklessly avoided knowledge of its own

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

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INFRINGEMENT OF THE '545 PATENT 1 2 Plaintiff realleges and incorporates the allegations of the preceding paragraphs of 3 this complaint as if fully set forth herein. 4 Plaintiff is the assignee and owner of all right, title, and interest in and to the '545 5 Patent. Plaintiff has the exclusive right to make, use, sell, and offer to sell any product 6 embodying the '545 Patent throughout the United States, and to import any product embodying 7 the '545 Patent into the United States. 8 The '545 Patent is an invention of systems and methods which constrain 9 communications based on geo-spatial location between verified users in a geo-spatial 10 environment. 11 180. Upon information and belief, Nextdoor has been and is now infringing claim 1 of the 12 '545 Patent in the State of California, in this District, and elsewhere in the United States, by, 13 among other things, directly or through intermediaries, making, using, selling and/or offering 14 for sale products with functionalities, covered by claim 1 of the '545 Patent to the injury of 15 Plaintiff at least since 2015 and possibly sooner. Nextdoor is directly infringing, literally 16 infringing, and/or infringing the '545 Patent under the doctrine of equivalents. Nextdoor is thus 17 liable for infringement of the '545 Patent pursuant to 35 U.S.C. § 271(a). 18 Nextdoor's infringement of claim 1 of the '545 Patent as evidenced at this time prior 19 to discovery and forming Plaintiff's reasonable belief of infringement is summarized herein. 20 While summarized herein, this summary is by no means and exhaustive summary. There are 21 likely numerous other forms of evidence that exist, which will be further evaluated during 22 discovery. 23 182. With respect to claim 1 of the '545 Patent, claim 1 limitations are found in the 24 Nextdoor references as described below in brackets: 25 "A method for providing users of information with timely information about a news story 26 related to the geographic locations of the users, the method comprising the steps 27 of: (Ex. 12) 28 receiving a submission of a news story from the Internet via a computer network interface

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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.		
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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	infringen	nent, 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 t	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	1.	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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1		Nextdoor, Inc. sufficient enough to satisfy the judgment; and
2	n.	That Plaintiff be granted such other and further relief as the Court may deem just and
3		proper under the circumstances.
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1	DEMAND FOR JURY TRIAL		
2	Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury or		
3	any issues so triable by right.		
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5	Dated: March 5, 2021	LEGALFORCE RAPC WORLDWIDE P.C.	
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7		/s/ Raj Abhyanker	
8		Raj V. Abhyanker Plaintiff	
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