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4 UNITED STATES DISTRICT COURT  
5 NORTHERN DISTRICT OF CALIFORNIA  
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7 NEXTDOOR, INC.,  
8 Plaintiff,

9 v.

10 RAJ ABHYANKER,  
11 Defendant.

Case No. [12-cv-05667-EMC](#)

**PUBLIC/REDACTED VERSION**

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR ATTORNEYS' FEES**

Docket No. 577

United States District Court  
Northern District of California

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14 Plaintiff Nextdoor, Inc. has filed a motion for attorneys' fees. The fee request is close to  
15 \$1 million, representing more than 1,000 hours of work. *See* Mot. at 1; Pulgram Decl., Ex. B. All  
16 fees were incurred post-settlement. Defendant Raj Abhyanker opposes the motion. He contends  
17 that Nextdoor is not entitled to fees because it is not the prevailing party. He also argues that,  
18 even if Nextdoor were the prevailing party, many, if not all, of the attorney hours should not be  
19 compensated.

20 Having considered the parties' briefs and accompanying submissions, the Court hereby  
21 finds that Nextdoor is the prevailing party and thus **GRANTS** the fee motion.<sup>1</sup> The Court,  
22 however, does not adjudicate at this time the amount of fees that should be awarded. Instead, the  
23 Court orders the parties to a settlement conference with a magistrate judge to see if the parties can  
24 reach agreement on the amount of fees and/or otherwise resolve the current dispute. The hearing  
25 on the fee motion that was set for August 5, 2021, is hereby **VACATED**.

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28 <sup>1</sup> Mr. Abhyanker has filed a motion for leave to file a sur-reply. *See* Docket No. 600 (motion).  
Out of an abundance of caution, the Court **GRANTS** that request.

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**I. FACTUAL & PROCEDURAL BACKGROUND**

The parties entered into a Settlement Agreement in December 2014. *See* Docket No. 420-19 (Settlement Agreement). [REDACTED]

[REDACTED]

The fees requested by Nextdoor are, generally speaking, those incurred as of November 16, 2020. In terms of what has taken place since that date, the highlights are as follows:

- On December 8, 2020, Mr. Abhyanker filed a motion to be relieved of his obligations under the Settlement Agreement. *See* Docket No. 420-12 (motion). The parties refer to this as the first motion under the Court’s retained jurisdiction (“FMRJ”). [REDACTED]
- On December 16, 2020, Mr. Abhyanker filed a second motion under the Court’s retained jurisdiction (“SMRJ”), claiming that Nextdoor had breached a provision in the Settlement Agreement [REDACTED] *See* Docket No. 445 (motion).
- In late January 2021, the Court denied the SMRJ in late January 2021. *See* Docket No. 460 (order).
- In late February 2021, the Court denied the FMRJ. *See* Docket No. 474 (order).

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Mr. Abhyanker subsequently appealed that decision. *See* Docket No. 500 (notice of appeal).

- [REDACTED]

[REDACTED] The unilateral action taken by Mr. Abhyanker consisted of the following: (1) filing a lawsuit against Nextdoor seeking, *inter alia*, to invalidate six of its patents; (2) filing a lawsuit against Nextdoor asserting, *inter alia*, infringement of six of his own patents; (3) initiating six ex parte petitions for reexamination of Nextdoor’s patents; (4) filing a lawsuit against Nextdoor seeking declaration that its logo was abandoned and invalid; and (5) initiating a TTAB proceeding challenging Nextdoor’s logo. *See generally* Docket No. 560 (order).

- Mr. Abhyanker’s unilateral actions led to Nextdoor filing a motion to enforce the settlement and for immediate interim relief (in March 2021). *See* Docket No. 524 (motion).
- In April 2021, the Court granted Nextdoor’s motion for immediate relief [REDACTED] [REDACTED] but reserved final adjudication of the motion to enforce the settlement (even though the motion had merit) because of the Ninth Circuit appeal. *See* Docket No. 560 (order).
- Mr. Abhyanker subsequently dismissed the Ninth Circuit appeal. The Court therefore held a status conference on June 1, 2021, to discuss with the parties what remained to be done in the action. Nextdoor indicated that it intended to file a



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[REDACTED]

[REDACTED]

[REDACTED]

There is no doubt that, in the instant case, Nextdoor is the prevailing party. The Court has repeatedly ruled in Nextdoor’s favor – *e.g.*, denying Mr. Abhyanker’s motion to be relieved of his obligations under the Settlement Agreement (*i.e.*, his FMRJ), denying his SMRJ, and granting Nextdoor’s motion for immediate interim relief as well as its ultimate motion for enforcement the Settlement Agreement. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Mr. Abhyanker argues that he is the prevailing party because he was able to obtain one of his main litigation objectives, *see id.* at 877 (stating that “a party who is denied direct relief on a claim may nonetheless be found to be a prevailing party if it is clear that the party has otherwise achieved its main litigation objective”) [REDACTED]

[REDACTED]

[REDACTED]. But this argument is unavailing because it ignores the fact that the Court *denied* Mr. Abhyanker’s FMRJ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Mr. Abhyanker contends still that, even if he is not the prevailing party, the Court should still reject finding Nextdoor as the prevailing party [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 [REDACTED]  
2 [REDACTED]  
3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]  
6 [REDACTED]  
7 [REDACTED]

8            “[T]ypically, a determination of no prevailing party results when  
9            both parties seek relief, but neither prevails, or when the ostensibly  
10            prevailing party receives only a part of the relief sought.” By  
11            contrast, when the results of the litigation on the contract claims are  
12            not mixed – that is, when the decision on the litigated contract  
              claims is purely good news for one party and bad news for the other  
              – the Courts of Appeal have recognized that a trial court has no  
              discretion to deny attorney fees to the successful litigant.

13            *Id.* at 875-76. In short, “those parties whose litigation success is not fairly disputable [are entitled]  
14            to claim attorney fees as a matter of right, while . . . the trial court [has] a measure of discretion to  
15            find no prevailing party when the results of the litigation are mixed.” *Id.* at 876. “[W]hen one  
16            party obtains a ‘simple, unqualified win’ on the single contract claim presented by the action, the  
17            trial court may not invoke equitable considerations unrelated to litigation success, such as the  
18            parties’ behavior during settlement negotiations or discovery proceedings, except as expressly  
19            authorized by statute.” *Id.* at 877.

20            Given the standard articulated by the California Supreme Court in *Hsu*, the Court rejects  
21            Mr. Abhyanker’s argument that there is no prevailing party in the instant case. The results in this  
22            case are, in essence, a simple, unqualified win for Nextdoor. [REDACTED]

23 [REDACTED]  
24 [REDACTED]

25            Accordingly, the Court grants Nextdoor’s motion for fees. However, at this juncture, the  
26            Court does not make a decision as to what constitutes a reasonable fee award. Instead, the Court  
27            finds that it would be more fruitful to order the parties to a settlement conference with a magistrate  
28            judge to determine if they can reach an agreement on the amount of fees and/or otherwise resolve

1 the current dispute. Although this will require the parties to devote some additional resources, in  
2 the long run, it makes more sense to try to achieve a final resolution now as, otherwise, it seems  
3 likely that another appeal would follow.

4 **III. CONCLUSION**

5 Nextdoor's fee motion is granted but the Court defers ruling on a reasonable fee award.  
6 The Clerk of the Court shall immediately refer this case to magistrate judge for a settlement  
7 conference to address the remaining part of the fee motion.

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9 **IT IS SO ORDERED.**

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11 Dated: July 26, 2021

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15 EDWARD M. CHEN  
16 United States District Judge  
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