

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

DAVINCI LOCK, LLC)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. _____
)	
SPIDERDOOR, LLC)	
)	
Defendant.)	

VERIFIED COMPLAINT

Plaintiff DaVinci Lock, LLC (“DaVinci Lock” or “Plaintiff”), by and through undersigned counsel, for its Complaint against Defendant SpiderDoor, LLC. (“Defendant” or “SpiderDoor”), alleges as follows:

NATURE OF THE ACTION

1. This is an action for infringement of United States Patent No. 11,232,513 (the “513 Patent”) under the Patent Act, 35 U.S.C. § 101 *et seq.*
2. DaVinci Lock brings this action against SpiderDoor because of its infringement of DaVinci Lock’s valuable patent rights. As explained herein, SpiderDoor practices the methods claimed in the 513 Patent.
3. SpiderDoor also induces its many customers to practice the methods claimed in the 513 Patent via at least its “Spider Over Locks” products and systems, including its SpiderDoor Software (defined herein below). SpiderDoor is

aware of DaVinci Lock's valuable patent rights, yet nonetheless has infringed and continues to infringe them, both directly and indirectly. As such, SpiderDoor is liable to DaVinci Lock as a result of its infringement.

THE PARTIES

4. Plaintiff DaVinci Lock is a limited liability company organized and existing under the laws of the State of North Carolina with its principal office at 3301 Atlantic Ave, Raleigh, NC 27604. DaVinci Lock owns all rights in and to the 513 Patent.

5. According to filings with the Alabama Secretary of State, Defendant Spiderdoor, LLC is a limited liability company organized and existing under the laws of the State of Alabama with a registered office street address of 2284 Brock Circle, Hoover, AL 35242. SpiderDoor may be served via its Registered Agent, Aaron Harwell, at 680 Chris Court, Trussville, AL 35173.

6. Upon information and belief, SpiderDoor also maintains a regular and established place of business in this District at 7900 Gadsden Hwy, Trussville, AL 35173.

JURISDICTION AND VENUE

7. This is an action for patent infringement arising under the Patent Laws of the United States, Title 35 of the United States Code.

8. This Court has subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a).

9. DaVinci Lock conducts business and sells its products in Alabama, including in this District.

10. This Court has personal jurisdiction over SpiderDoor because it is organized under Alabama law and has its principal place of business in this District. Personal jurisdiction is also proper because SpiderDoor has committed infringing acts within this District.

11. Venue is proper in this District under 28 U.S.C. § 1400(b) because SpiderDoor resides in this District and has its principal place of business in this District, and because SpiderDoor has a regular and established place of business in this District and has committed infringing acts within this District.

THE ASSERTED PATENT

12. On January 25, 2022, the United States Patent and Trademark Office duly and legally issued U.S. Patent No. 11,232,513, titled “System and Method for Securing and Removing Over-Locks.” A true and correct copy of the 513 Patent is attached as Exhibit A.

13. DaVinci Lock is the owner by assignment of all right, title, and interest in and to the 513 Patent, including the right to sue for and collect past, present, and future damages, in addition to the right to seek injunctive relief.

14. The 513 Patent is valid and enforceable.

DAVINCI LOCK

15. DaVinci Lock, itself and through other affiliates, leverages innovative technologies to add management efficiencies across a variety of diversified properties.

16. Among its several managed property types are self-storage facilities. In the management of such facilities, it is sometimes necessary to “over lock” a unit, such as for example when a tenant is delinquent on rent payments, or to secure a vacant unit until rental by a new tenant. Once access to the unit is approved by the facility owner because past-due rent is paid or a new tenant rents the unit, the over lock may be removed to facilitate the tenant’s access to the unit.

17. In managing self-storage units, the inefficiencies and inconveniences of relying on storage facility personnel to manually remove these over locks became apparent. It became apparent to the inventors of the 513 Patent that enabling the tenants themselves to remove the over locks might be advantageous.

18. DaVinci Lock and its affiliates expended significant resources in researching and developing solutions for such issues including what became the patented DaVinci Lock System, which allows for, among other things, automated and contactless lock removal. Further details of the DaVinci Lock system are available at www.davincilock.com. For example, using standard combination locks

with unique identifiers, DaVinci Lock software can enable self-storage unit tenants to retrieve lock combinations and remove over locks themselves at any time, rather than having to wait on storage facility personnel.

19. The DaVinci Lock system embodies and practices one or more claims of the 513 Patent.

SPIDERDOOR’S INFRINGING ACTIVITIES AND PRODUCTS

20. SpiderDoor identifies itself as a provider of “gate access hardware, apps, overlocking flow for tenant units, software for self-storage facilities & more.”¹

21. One of the “Other Products” identified on SpiderDoor’s website is Spider Over Locks. The Spider Over Locks product webpage touts one of the many advantages of the systems and methods in the 513 Patent: “Why have your managers remove overlocks from units when the tenant can do it themselves!”²

22. The Spider Over Lock product webpage provides users links for purchasing over locks that are compatible with SpiderDoor’s software, specifically, SpiderDoor’s “web-based lock management portal.”³ Such locks include combination locks that are incapable of electronic communication.

¹ <https://www.spiderdoor.com/>

² <https://www.spiderdoor.com/overlocks/>

³ <https://www.spiderdoor.com/overlocks/>

23. Through this “web-based” portal, and in combination with SpiderDoor’s tenant app and/or the “Spiderdoor admin and/or managers app” (collectively, the “SpiderDoor Software”), storage facility managers (including SpiderDoor itself) can manage the over locking of vacant or delinquent units and advantageously provide an unlock code remotely to tenants when appropriate (*e.g.*, upon payment for the unit), thereby eliminating the need to have managers manually remove the over locks.

24. As detailed herein, SpiderDoor is utilizing the SpiderDoor Software itself in the management of its own storage facilities, as well as selling and/or licensing the SpiderDoor Software to customers who are using the SpiderDoor Software, in combination with overlocks (like those identified by SpiderDoor’s website),⁴ to themselves practice the methods claimed in the 513 Patent.

25. SpiderDoor is knowingly and actively practicing one or more of the methods claimed in the 513 Patent.

26. SpiderDoor is also knowingly and actively encouraging its customers to practice one or more of the methods claimed in the 513 Patent.

27. SpiderDoor has, at all relevant times, had actual and/or constructive knowledge of the 513 Patent.

⁴ <https://www.spiderdoor.com/overlocks/>

28. On January 19, 2023, counsel for DaVinci Lock wrote to SpiderDoor advising it of the 513 Patent and detailing how SpiderDoor is inducing infringement of the 513 Patent. A true and correct copy of the January 19, 2023 Letter is attached as Exhibit B.

29. Counsel for SpiderDoor responded on January 26, 2023, requesting claim charts further detailing the infringement.

30. On February 3, 2023, counsel for DaVinci Lock sent counsel for SpiderDoor claim charts matching claim 1 of the 513 Patent to Spider Door's infringing over lock system.

31. On February 8, 2023, counsel for DaVinci Lock sent a further communication to SpiderDoor's counsel requesting a response to DaVinci Lock's demands on or before February 15, 2023. No response was received by that date.

32. On March 2, 2023, counsel for SpiderDoor finally responded to the January 19, 2023 letter, but wrongfully refused to cease its infringement.

33. SpiderDoor has actual knowledge that the acts it has performed and continues to perform, and the acts it has induced and continues to induce others to perform, constitute infringement of the 513 Patent, and both SpiderDoor's acts and those of its customers and any others acting in combination with it constitute infringement of the 513 Patent.

34. SpiderDoor has known of the existence of the 513 Patent, and SpiderDoor's acts of infringement, both directly and indirectly, have been willful and in disregard for the 513 Patent, without any reasonable basis for believing that it had a right to engage in the infringing conduct.

COUNT I: INFRINGEMENT OF THE 513 PATENT

35. DaVinci Lock repeats and realleges paragraphs 1 through 34 hereof, as if fully set forth herein.

36. SpiderDoor has been and is infringing the 513 Patent, literally or under the Doctrine of Equivalents, by using the SpiderDoor Software to practice one or more of the methods claimed in the 513 Patent, including within this judicial District, in violation of 35 U.S.C. § 271(a).

37. SpiderDoor has also been and is inducing infringement of the 513 Patent, literally or under the Doctrine of Equivalents, by providing its SpiderDoor Software to users, customers and/or other third parties in the United States, including within this judicial District, and actively encouraging such users to practice one or more of the methods claimed in the 513 Patent, knowing that the acts SpiderDoor induced constitutes infringement, in violation of 35 U.S.C. § 271(b).

38. At all relevant times, SpiderDoor had actual and/or constructive knowledge of the 513 Patent.

39. SpiderDoor's infringement is, without limitation, evidenced by illustrations and other technical information available on SpiderDoor's website. As that information makes clear, the methodology and functionality of the SpiderDoor Software is materially indistinguishable from the methodology and functionality of the methods claimed in the 513 Patent. Both require, for example, the following critical components: (i) securing a location, (ii) location mapping, (iii) access management system functionality, (iv) electronic unlock code transmittal, and (v) separate management and access systems.

Securing a Location

40. By way of one example, claim 1 of the 513 Patent is directed to a method for retrieving an unlock code for an over-lock. The method includes the steps of:

securing a location with the over-lock, wherein the over-lock is not capable of electronic communication;

mapping the location with an over-lock identifier in a lock management system, where the over-lock identifier is further associated with an unlock code;

transmitting the unlock code to an access management system from the lock management system via an application programming interface (API); and

transmitting the unlock code to a user via an electronic method from the access management system,

wherein the lock management system and the access management system are two separate and distinct systems that operate on different servers.

41. The SpiderDoor Software relies on the same methodology for retrieving an unlock code for an over-lock. SpiderDoor’s website, for example, outlines the steps users (whether SpiderDoor or one of its SpiderDoor Software customers) follow to properly utilize the SpiderDoor Software.⁵

42. At “Step 1,” SpiderDoor instructs users to secure a location (*e.g.*, a storage unit) with an over-lock, wherein the over-lock is not capable of electronic communication. For example, SpiderDoor instructs that “any padlock” may be used to secure “any unit” so long as it has a serial number,⁶ and the SpiderDoor website further provides links to locations where such overlocks (that are not capable of electronic communication) may be purchased.⁷ In fact, SpiderDoor’s “Notifying Tenant With Padlock Information – Video #2” states specifically that “you just gotta have some type of identifier” (*e.g.*, “003CF”) on the lock and then manually “plug that identifier into our system.”⁸

43. At “Step 2,” SpiderDoor instructs its SpiderDoor Software users to “place a padlock on a vacant unit.”⁹

⁵ <https://www.spiderdoor.com/adding-and-removing-spider-pad-locks/>.

⁶ *Id.*

⁷ <https://www.spiderdoor.com/overlocks/>.

⁸ <https://www.spiderdoor.com/adding-and-removing-spider-pad-locks/>.

⁹ <https://www.spiderdoor.com/adding-and-removing-spider-pad-locks/>.

44. Accordingly, SpiderDoor instructs its customers to secure, or itself secures, a location with the over-lock, wherein the over-lock is not capable of electronic communication, as required by claim 1 of the 513 Patent.

Location Mapping

45. Claim 1 of the 513 Patent next requires mapping the location with an over-lock identifier in a lock management system. The SpiderDoor Software likewise includes a lock management system that maps the location (*e.g.*, vacant or overdue storage unit) with an over-lock identifier. A screenshot of the SpiderDoor Software is below, mapping storage unit “106A” with over-lock identifier “00043.”

The screenshot displays the SpiderDoorAdmin interface for Spiderdoor LLC - Location: Spider Self Storage. The main table shows the following data:

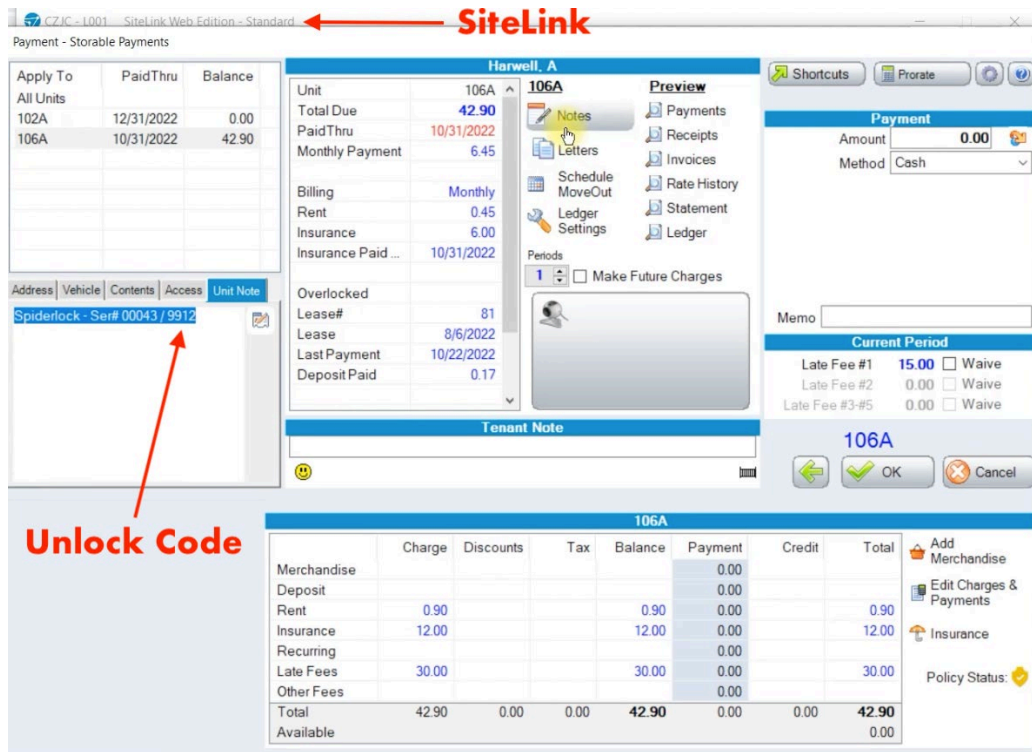
Padlock Serial	Padlock Status	Unlock Code	Unit Number	Primary Users	Balance	Gate Locked	Has Padlock	Needs Padlock?
00027	Available	1915				No	No	No
00043	Locked	9912	106A	Aaron Harwell	\$42.90	Yes	Yes	Yes
00044	Available	1111				No	No	No
00046	Available	4343				No	No	No

The row for padlock 00043 is highlighted with a red box and a red circle, with a red arrow pointing from the box to the circle. The interface also shows a sidebar with navigation options and a top navigation bar.

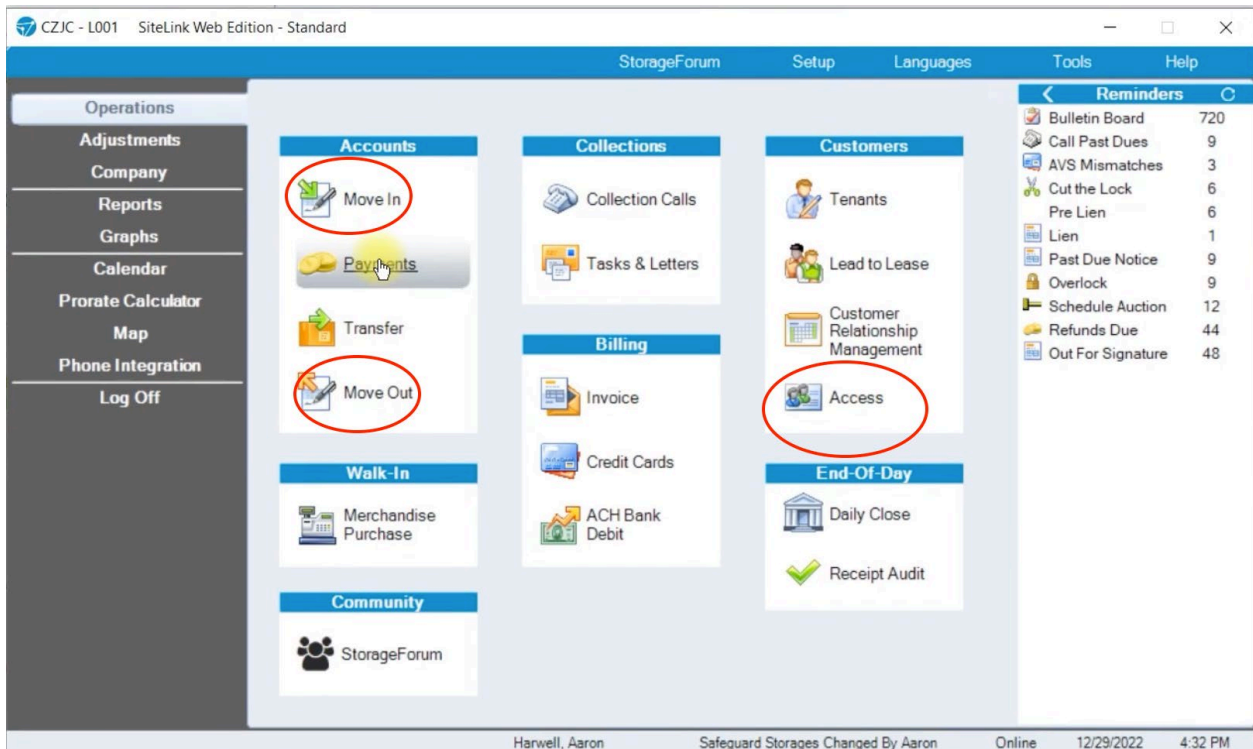
46. The over-lock identifier is also associated with an unlock code. In the example above, over-lock identifier “00043” is associated with an “unlock code” of “9912.”

Access Management System Functionality

47. Claim 1 of the 513 Patent next requires transmitting the unlock code to an access management system from the lock management system via an application programming interface (API). SpiderDoor follows an identical process as evidenced by a video entitled “Overview with Sitelink” that was (until its recent removal) available on SpiderDoor’s website. The video screenshot below, for example, shows that unlock code “9912” is transmitted to SpiderDoor’s access management system (SiteLink) via an application programming interface (API):



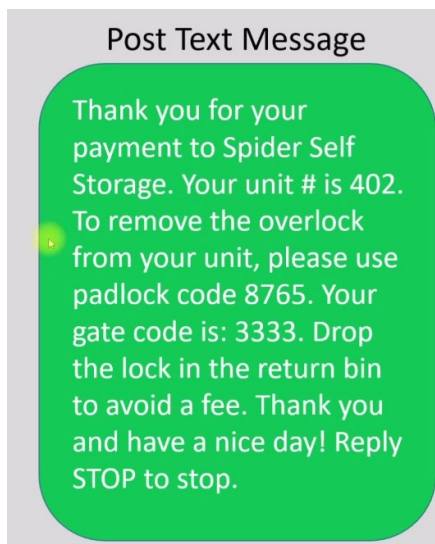
48. SpiderDoor’s access management system (SiteLink) provides access management functionality, as demonstrated in the video screenshot below. The system, for example, provides functionality for new “Move In,” “Move Out,” and “Access” just like the method described in the 513 Patent:



Electronic Code Transmittal

49. Claim 1 next requires transmitting the unlock code to a user via an electronic method from the access management system. SpiderDoor’s Software similarly requires a user to receive “the code for their Spider Lock through the mobile app as well as by text message.”¹⁰ For example, as the Notifying Tenant with Padlock Information – Video #2 video on SpiderDoor’s website explains, a

“Post Text Message” like the one below, which includes the unlock code, may be transmitted electronically to the customer once payment is received.¹¹



Separate Management and Access Systems

50. Lastly, claim 1 requires that the lock management system and the access management system are two separate and distinct systems that operate on different servers. The SpiderDoor Software described herein is a separate and distinct system from the exemplary access management system (SiteLink), and the systems operate on different servers.

51. SpiderDoor’s users, customers, or other third parties utilizing the SpiderDoor Software also infringe additional claims of the 513 Patent.

52. SpiderDoor’s infringement of the 513 Patent has been, and continues to be knowing, intentional, and willful.

¹⁰ <https://www.spiderdoor.com/overlocks/>.

53. This case is exceptional and, therefore, DaVinci Lock is entitled to an award of attorney fees pursuant to 35 U.S.C. § 285.

54. SpiderDoor's acts of infringement of the 513 Patent have caused and will continue to cause DaVinci Lock damages for which DaVinci Lock is entitled to compensation pursuant to 35 U.S.C. § 284.

WHEREFORE, DaVinci Lock demands judgment against Defendant SpiderDoor for damages adequate to compensate for the infringement, but in no event less than a reasonable royalty, in an amount to be determined by a jury together with pre-judgment and post-judgment interest, costs, and attorneys' fees as provided by applicable law.

COUNT II: INJUNCTIVE RELIEF

55. DaVinci Lock repeats and realleges paragraphs 1 through 54 hereof, as if fully set forth herein.

56. SpiderDoor's acts of infringement of the 513 Patent have caused and will continue to cause DaVinci Lock immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283 including, but not limited to, price erosion of DaVinci's state of the art methods and system claimed in the 513 patent and several other patents and pending patent applications. DaVinci Lock has no adequate remedy at law.

¹¹ <https://www.spiderdoor.com/adding-and-removing-spider-pad-locks/>.

57. DaVinci Lock is likely to succeed on the merits of its claims, and the hardship, if any, imposed upon SpiderDoor by the issuance of this injunction would not unreasonably outweigh the benefit to DaVinci Lock.

WHEREFORE, DaVinci Lock seeks a preliminary and permanent injunction prohibiting SpiderDoor's infringement upon the 513 Patent. DaVinci Lock seeks such further relief as may be just and appropriate premises considered.

PRAYER FOR RELIEF

Based on the foregoing, DaVinci Lock requests judgment against SpiderDoor as follows:

A. Adjudging that SpiderDoor has directly infringed and/or actively induced infringement of one or more of the claims of the 513 Patent, in violation of one or more sub-sections of 35 U.S.C. § 271;

B. Granting an injunction preliminarily and permanently enjoining SpiderDoor, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons or entities from infringing, directly or indirectly, the 513 Patent;

C. Ordering SpiderDoor to account and pay damages adequate to compensate DaVinci Lock for SpiderDoor's infringement of the 513 Patent,

including pre-judgment and post-judgment interest and costs, pursuant to 35 U.S.C. § 284;

D. Ordering an accounting for any infringing sales not presented at trial and an award by the court of additional damages for any such infringing sales.

E. Ordering that the damages award be increased up to three times the actual amount assessed, pursuant to 35 U.S.C. § 284;

F. Declaring this case exceptional and awarding DaVinci Lock its reasonable attorney fees, pursuant to 35 U.S.C. § 285;

G. Costs and expenses in this action; and

H. Awarding such other and further relief as this Court deems just and proper.

Dated: March 17, 2023

Respectfully submitted,

/s/ David R. Pruet III

One of the Attorneys for Plaintiff
DaVinci Lock, LLC

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Counsel for Plaintiff DaVinci Lock, LLC

DEMAND FOR JURY TRIAL

DaVinci Lock hereby demands a trial by jury on all issues and claims so triable.

/s/ David R. Pruet III

One of the Attorneys for Plaintiff
DaVinci Lock, LLC

Plaintiff will serve Defendant via certified mail or process server at the following address:

Aaron Harwell
Registered Agent
680 Chris Court
Trussville, AL 35173

VERIFICATION

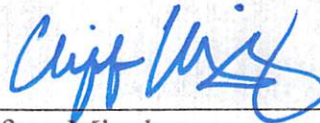
I, Clifton Minsley, declare as follows:

I am the Manager of DaVinci Lock, LLC ("Plaintiff"). I have read Plaintiff's Verified Complaint against Defendant SpiderDoor LLC filed concurrently with this Verification. I know the contents thereof to be true based on my own personal knowledge, except as to such matters therein based on my information and belief, and as to such matters, I believe them to be true.

Pursuant to the provisions of 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 17th day of March, 2023.

By: _____



Clifton Minsley