

1 PATRICK M. RYAN (SBN 203215)  
 2 *pryan@bzbm.com*  
 3 STEPHEN C. STEINBERG (SBN 230656)  
 4 *ssteinberg@bzbm.com*  
 5 P. CASEY MATHEWS (SBN 311838)  
 6 *cmathews@bzbm.com*  
 7 BARTKO ZANKEL BUNZEL & MILLER  
 8 A Professional Law Corporation  
 9 One Embarcadero Center, Suite 800  
 10 San Francisco, California 94111  
 11 Telephone: (415) 956-1900  
 12 Facsimile: (415) 956-1152

13  
 14 Attorneys for Plaintiffs NICKY LAATZ and  
 15 NICKY LAATZ CREATIONS UK LTD.

16 UNITED STATES DISTRICT COURT  
 17  
 18 NORTHERN DISTRICT OF CALIFORNIA  
 19  
 20 SAN JOSE DIVISION

21 NICKY LAATZ and NICKY LAATZ  
 22 CREATIONS UK LTD.,  
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 24 Plaintiffs,  
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 26 v.  
 27 ZAZZLE, INC. and MOHAMED ALKHATIB,  
 28  
 29 Defendants.

Case No.

**COMPLAINT FOR DAMAGES AND  
 INJUNCTIVE RELIEF FOR:**

1. **FRAUDULENT MISREPRESENTATION, CAL. CIV. CODE § 1572**
2. **FRAUDULENT CONCEALMENT, CAL. CIV. CODE § 1572**
3. **PROMISSORY FRAUD, CAL. CIV. CODE § 1572**
4. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
5. **FEDERAL COPYRIGHT INFRINGEMENT, 17 U.S.C. §§ 101**
6. **FEDERAL TRADEMARK INFRINGEMENT, 15 U.S.C. § 1114**
7. **BREACH OF CONTRACT**

**[DEMAND FOR JURY TRIAL]**

1 Plaintiffs Nicky Laatz and Nicky Laatz Creations UK Ltd. (collectively, “Nicky Laatz”),  
2 by and through their attorneys, Bartko Zankel Bunzel & Miller, for their Complaint against  
3 Defendants Zazzle, Inc. (“Zazzle”) and Mohamed Alkhatib (“Mr. Alkhatib”), allege as follows:

4 **I. INTRODUCTION**

5 1. Zazzle is an enormously profitable business worth up to \$2 billion, built on a lie  
6 that it supports, promotes, and fairly compensates artists and designers for their creative work. In  
7 reality, Zazzle’s high valuation and hundreds of millions of dollars in annual profits are largely  
8 due to the intellectual property of designers whom Zazzle has stolen from and failed to properly  
9 compensate, if at all. Nicky Laatz is one such victim whose custom premium fonts were brazenly  
10 stolen by Zazzle, which it then unlawfully profited by allowing tens of millions of designers and  
11 customers to access and use Nicky Laatz’s popular fonts without any compensation to her.

12 2. Zazzle promotes itself as a one-stop platform for online design and on-demand  
13 production of customized products in over a thousand different product and design categories.

14 3. Zazzle claims that its business supports artists and designers by allowing them to  
15 focus on designing products while Zazzle does all the back-end work, including ensuring that  
16 designers whose works are offered on Zazzle are properly compensated through royalty payments.

17 4. Custom fonts and the software used to implement custom fonts on computers are  
18 widely used in graphic design, including on invitations, business cards, signs, websites, and other  
19 applications. Artists and designers like Nicky Laatz commercialize custom fonts by designing the  
20 letters for a new font, creating software to implement the font on computers, and licensing this  
21 software to users who wish to use the custom font for their own purposes. But the unauthorized  
22 use of such font software without, or in violation of, a license represents a growing threat to the  
23 livelihood of artists and designers who create and depend on the income from these font creations.

24 5. Nicky Laatz is one of the leading custom premium font designers in the world.

25 6. Accordingly, in late 2016, Zazzle attempted to obtain a very broad license to use  
26 three of Nicky Laatz’s fonts—the Blooming Elegant Trio—on Zazzle’s servers, in order to make  
27 the fonts available to all of its designers and customers, but Zazzle failed to obtain such a license.

28 7. Based on information and belief, Zazzle believed that obtaining a license to use

1 Nicky Laatz’s fonts and offering them to Zazzle’s customers would drive up Zazzle’s profits.

2 8. Thus, months after failing to obtain an appropriate license, on or about May 4,  
3 2017, Zazzle directed its Senior Network Engineer, Mr. Alkhatib, to secretly purchase a one-user  
4 (also known as a single “seat”) license for the Blooming Elegant Trio in his own name.

5 9. After Mr. Alkhatib surreptitiously obtained the Blooming Elegant Trio font  
6 software for Zazzle, Zazzle improperly copied the software onto its servers, used the fonts on its  
7 website, and made them available to all of its hundreds of thousands of designers and tens of  
8 millions of individual users until at least early August 2022.

9 10. This is not an isolated occurrence, as Zazzle has engaged in similar illegal conduct  
10 toward other designers of custom fonts whose fonts have also been exploited by Zazzle without  
11 compensation to the designers.

12 11. The Blooming Elegant Trio became some of Zazzle’s most popular fonts among its  
13 designers and individual users.

14 12. For instance, Blooming Elegant was listed as Zazzle’s #2 handwriting font from  
15 May 2019 through at least August 2022.

16 13. Zazzle’s most successful commercial designers, who have each sold hundreds of  
17 thousands of dollars in goods through their own Zazzle storefronts, overwhelmingly picked  
18 Blooming Elegant as the font for their top products designed and sold on Zazzle, likely unaware  
19 that Zazzle was illegally allowing them to use the Blooming Elegant Trio without a license.

20 14. Even though Nicky Laatz put Zazzle on notice on or about August 26, 2020 that it  
21 was illegally using her font software, Zazzle continued violating Nicky Laatz’s intellectual  
22 property rights without abatement, while reaping massive profits from these violations.

23 15. For nearly two more years after being put on notice, through at least early August  
24 2022, Zazzle continued actively promoting Nicky Laatz’s Blooming Elegant Trio of fonts to its  
25 millions of users, and offering numerous designs and customizable products using the fonts.

26 16. Since making the Blooming Elegant Trio available to Zazzle’s users, based on  
27 information and belief, ***Zazzle has made hundreds of millions of dollars in profits from designs  
28 and sales of products using the Blooming Elegant Trio font software.***

1 17. In sum, Zazzle built a \$2 Billion business by stealing intellectual property from  
2 artists and designers—the very people Zazzle claims to support and help. In this lawsuit, among  
3 other things, Nicky Laatz seeks the disgorgement of the hundreds of millions of dollars in profits  
4 that Zazzle obtained using her stolen intellectual property, and recovery of full damages, including  
5 compensatory damages and unjust enrichment.

6 18. Nicky Laatz also seeks injunctive relief to protect her intellectual property rights  
7 and to enjoin Zazzle from further unlawful and infringing conduct.

8 **II. THE PARTIES**

9 19. Plaintiff Nicky Laatz is an individual residing in Launceston, United Kingdom.

10 20. Plaintiff Nicky Laatz Creations UK Ltd. is private limited company incorporated  
11 under the laws of the United Kingdom and headquartered in Truro, United Kingdom.

12 21. Defendant Zazzle, Inc. is a California corporation with its principal place of  
13 business at 1200 Chestnut Street, Menlo Park, California, 94025. Zazzle is rumored to be  
14 preparing for an IPO with an initial valuation of up to \$2 billion.

15 22. Defendant Mohamed Alkhatib is an individual residing in Campbell, Santa Clara  
16 County, California.

17 **III. JURISDICTION AND VENUE**

18 23. This action arises under the Copyright Act, 17 U.S.C. §§ 101 *et seq.* and related  
19 causes of action. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
20 § 1331 and 1338(a) and (b).

21 24. This action also arises under the Trademark Act of 1946, 15 U.S.C. §§ 1051 *et seq.*  
22 (the “Lanham Act”) and related causes of action. This Court has subject matter jurisdiction over  
23 this action pursuant to 15 U.S.C. § 1121(a), and 28 U.S.C. §§ 1331 and 1338(a) and (b).

24 25. This Court has supplemental subject matter jurisdiction over the pendent state law  
25 claims under 28 U.S.C. § 1367 because these claims are so related to Nicky Laatz’s claims under  
26 federal law that they form part of the same case or controversy and derive from a common nucleus  
27 of operative facts.



1           32.     Nicky Laatz offers licenses for limited use of her font software through her website  
2 (<https://nickylaatz.com>), and through certain online markets such as Creative Market  
3 (<https://creativemarket.com/Nickylaatz>).

4           33.     Nicky Laatz relies on these licenses as her primary source of income and these  
5 licenses are her primary means of monetizing her creative works.

6           34.     Nicky Laatz has experienced incredible success with her font designs. Nicky Laatz  
7 made her first \$1 million in revenue through selling licenses on Creative Market in 2015 and has  
8 continued to earn significant amounts through licensing fees ever since.

9           35.     On Creative Market alone, Nicky Laatz has been followed by over 30,000 Creative  
10 Market designers, customers, and users due to the popularity of her designs and the extensive  
11 offering of premium fonts that she has created.

12           36.     In 2016, Nicky Laatz designed and created a unique trio of fonts titled “Blooming  
13 Elegant,” “Blooming Elegant Hand,” and “Blooming Elegant Sans” (collectively, “Blooming  
14 Elegant Trio”). Nicky Laatz has offered the font software to implement the Blooming Elegant Trio  
15 for licensing since at least 2016.

16           37.     The “Blooming Elegant” font is a handwriting-style font. Blooming Elegant  
17 includes stylistic alternative characters (e.g. multiple design versions of the same character so that  
18 when the same character is used multiple times in a given typesetting, they appear differently to  
19 mimic handwritten text), ligatures (e.g. connections between certain combined characters when  
20 used next to each other, like “fl” or “fi,” to improve legibility and mimic the connections in  
21 handwritten text), as well as individual swashes (e.g. flourishes such as tails or exaggerated serifs  
22 that can be stylistically added to certain characters to enhance the visual representation of such  
23 characters).

24           38.     These unique features make the “Blooming Elegant” font particularly valuable and  
25 difficult to replace with another script that will have the same proportions of elegance, weight, and  
26 playfulness.

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1           39.     The “Blooming Elegant Sans” font is a set of uppercase sans serif characters, and  
2 the “Blooming Elegant Hand” font is a set of hand-lettered uppercase characters, both designed to  
3 complement the Blooming Elegant font.

4           40.     The “Blooming Elegant” font software is protected by U.S. Copyright Registration  
5 No. TX0008984766. The “Blooming Elegant Hand” font software is protected by U.S. Copyright  
6 Registration No. TX0008984764. The “Blooming Elegant Sans” font software is protected by U.S.  
7 Copyright Registration No. TX0008984762. The corresponding Registration Certificates are  
8 attached hereto as **Exhibit A**.

9           41.     Nicky Laatz has also obtained U.S. Trademark Registration No. 6,626,946 for the  
10 mark “BLOOMING ELEGANT” for use in connection with “Downloadable printing fonts;  
11 Printing fonts that can be downloaded provided by means of electronic transmission; Typeface  
12 fonts recorded on magnetic media,” which Nicky Laatz has used in commerce since at least 2016.  
13 A copy of the corresponding Registration Certificate is attached hereto as **Exhibit B**.

14           42.     The licenses offered by Nicky Laatz for the Blooming Elegant Trio font software  
15 are limited in scope. A user can pay a one-time fee of either \$17 to Nicky Laatz directly or \$20 to  
16 Creative Market to download and for limited use of the Blooming Elegant Trio font software. The  
17 standard license offered through Creative Market contains the following express limitations:

- 18           a.     The license is specifically limited to “one seat per license,” which “covers  
19                   one user, which we call a seat,” and that user can install the font software  
20                   “on up to two computers used by the end user, so long as only one computer  
21                   is used at a time”;
- 22           b.     The license prohibits a user from “sublicens[ing], ... shar[ing],  
23                   transfer[ing], or otherwise redistribut[ing]e the [fonts] (e.g. as stock, in a  
24                   tool or template, with source files, and/or not incorporated into an End  
25                   Product) under any circumstances, not even for free”;
- 26           c.     The license prohibits a user from “mak[ing] the [fonts] available on a digital  
27                   asset management system, shared drive, or the like for the purposes of  
28                   sharing or transferring the [fonts], and [the user] must not permit an end

1 user of the end product to extract the [fonts] and use [them] separately from  
2 the End Product”; and

3 d. The license grants the licensee a “non-transferable right to use” the font  
4 software.

5 **B. Zazzle’s Design Business**

6 43. According to Zazzle’s website, “Zazzle is the world’s leading people-powered  
7 design platform. Our proprietary technology connects consumers, designers, manufacturers, and  
8 major brands, such as Disney and Marvel, to design, customize and make anything imaginable.  
9 Zazzle’s rapidly expanding product base of over 1000+ different product and design categories  
10 includes everything from apparel and accessories, invitations, art, home goods, office supplies,  
11 electronics, and custom gifts. Zazzle provides tools to design digital and physical products,  
12 coupled with content and images for inspiration. Upon creation, products and designs are instantly  
13 and accurately visualized and offered in the Zazzle marketplace. When ordered, products are made  
14 on-demand, typically within 24 hours. We’ve built never-before-seen hardware and manufacturing  
15 systems along with patented, cutting-edge software and tools to achieve all of this. Established in  
16 2005, Zazzle is based in Menlo Park, California, with locations in Cork, Ireland, and Reno,  
17 Nevada. Zazzle has grown from a Silicon Valley startup to a global brand with multiple  
18 international domains and a worldwide ecosystem of makers and designers.”

19 44. Based on information and belief, Zazzle’s affiliated design professionals can  
20 design, offer, and sell their products through Zazzle, while individual users can design and order  
21 their own products directly from Zazzle using an online design customization tool available on the  
22 Zazzle website.

23 45. Once an order is placed, Zazzle handles the production logistics for the products its  
24 designers and users design and order.

25 46. Zazzle then reaps the profits from each product sold, while providing a percentage  
26 of those profits to each affiliated design professional in the form of royalty payments when that  
27 professional’s designs are ordered by Zazzle customers.

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1 47. One artist that Zazzle uses on its website to promote itself attests that: “Zazzle  
2 allows me to earn a living by doing what I’m truly passionate about which is art and design.”

3 48. Zazzle then explains that “[o]n Zazzle, you set the royalty rate\* for your designs  
4 and *you receive a royalty payout for every product sold with your design. Zazzle handles all of*  
5 *the product fulfillment and customer service while you collect a paycheck.*” (Emphasis added.)

6 49. Based on information and belief, users of Zazzle’s website can use fonts and  
7 graphics provided by Zazzle, and can also upload their own graphics to combine with what Zazzle  
8 offers.

9 50. One of the key features on Zazzle’s website is the online design customization tool,  
10 which provides designers and individual users with access to and the ability to choose from and  
11 use various fonts in designing and customizing products, including from around May 2017 until at  
12 least early August 2022, the Blooming Elegant Trio of fonts.

13 51. Based on information and belief, Zazzle users have created over 600 million  
14 different designs.

15 **C. Zazzle’s Scheme to Unlawfully Use Nicky Laatz’s Font Software**

16 52. On November 2, 2016, a Senior Product Marketing Manager for Zazzle, Monica  
17 McGhie, contacted Nicky Laatz through the Creative Market chat system, stating that Zazzle  
18 wanted to make the Blooming Elegant Trio available to Zazzle’s designers and customers for  
19 designing products using its customization tool, and noting that Zazzle houses fonts on its internal  
20 servers.

21 53. In her November 2, 2016 message to Nicky Laatz, Ms. McGhie told Nicky: “Saw  
22 your Blooming Elegant Font Trio and believe that *our Designers would love it!*” (Emphasis  
23 added.)

24 54. Knowing that a standard, single-seat license from either Creative Market or Nicky  
25 Laatz’s own website would not cover Zazzle’s intended use, she also asked Nicky Laatz, “Do you  
26 offer a license in perpetuity for server-based use?”

27 55. Nicky Laatz did not respond to this inquiry, as she never offers the type of server-  
28 based license for her font software that Zazzle would require.

1           56.       Indeed, Zazzle’s intended use of Nicky Laatz’s Blooming Elegant Font Trio went  
2 far beyond even the “server license” that is offered by some other font licensing websites for other  
3 fonts (not the Blooming Elegant Font Trio).

4           57.       But, based upon information and belief, Zazzle wanted Nicky Laatz’s popular and  
5 premium quality fonts in order to improve its customization tool for its designers and customers  
6 and thereby increase its profits, so it sought to find a surreptitious way to acquire them without the  
7 needed server license.

8           58.       To that end, on or about May 4, 2017, Zazzle instructed a Senior Network Engineer  
9 for Zazzle, Mohamed Alkhatib, to buy a standard, single-seat license for the Blooming Elegant  
10 Trio from Creative Market (“Blooming Elegant License”).

11           59.       Doing so allowed Mr. Alkhatib to download the Blooming Elegant Trio font  
12 software and install such software on Zazzle’s servers, making the Blooming Elegant Trio  
13 available to all of Zazzle’s designers and customers.

14           60.       Mr. Alkhatib paid for and agreed to the standard, single-seat license in his name as  
15 an individual, concealing the facts that he was a Zazzle employee, that he was acting on Zazzle’s  
16 behalf, and that he entered into the Blooming Elegant License so that Zazzle could acquire the  
17 fonts, use them on its website, and make them available to all of its designers and customers to use  
18 with no compensation to Nicky Laatz.

19           61.       At all relevant times when entering into a license agreement to purchase a copy of  
20 Nicky Laatz’s Blooming Elegant Trio font software and when uploading the software to Zazzle’s  
21 servers, Mr. Alkhatib was acting in his capacity as an employee of, on behalf of, and at the  
22 direction of Zazzle.

23           62.       Zazzle has admitted that the standard, single-seat license purchased by  
24 Mr. Alkhatib was purchased on behalf of Zazzle for the express purpose of improperly and  
25 unlawfully allowing Zazzle to make the Blooming Elegant Trio of fonts available for use by  
26 Zazzle’s users on its website.

27           63.       Specifically, on October 8, 2021, Zazzle’s Senior Director of Legal, Liana Larson,  
28 admitted in writing “that the Blooming Elegant font was among four fonts purchased on a

1 company card by Mohamed Alkhatib, our Sr. Network Engineer, *for use on our site ... .*”  
2 (Emphasis added.)

3 64. Beginning on or about May 4, 2017 and continuing to the present, Zazzle copied  
4 the Blooming Elegant Trio font software onto its servers and made the Blooming Elegant Trio  
5 available on its website for designers and individual users to use in their designs.

6 65. Zazzle’s copying of the Blooming Elegant Trio font software is in violation of the  
7 Blooming Elegant License Mr. Alkhatib entered into with Nicky Laatz for the use of her font  
8 software. Further, Zazzle’s use of the Blooming Elegant Trio font software is not covered by the  
9 Blooming Elegant License purchased by Mr. Alkhatib, and is in violation of Nicky Laatz’s  
10 copyrights to the Blooming Elegant Trio font software and trademark rights in the use of the  
11 “BLOOMING ELEGANT” trademark.

12 66. Based on information and belief, since making the Blooming Elegant Trio available  
13 to its users, Zazzle has made hundreds of millions of dollars in profits from offering and selling  
14 products using the Blooming Elegant Trio font software.

15 67. The Blooming Elegant Trio became one of Zazzle’s most popular fonts for use by  
16 its designers and individual users.

17 68. The Blooming Elegant Trio became a popular font in part because, as one Zazzle  
18 user put it, Zazzle’s “font selection is very limited as far as variety” and Blooming Elegant is one  
19 of the few fonts offered on Zazzle “with universal swashes that can be added onto the start and end  
20 of any word.”

21 69. Blooming Elegant Trio’s special qualities made these fonts uniquely valuable and  
22 uniquely profitable for Zazzle.

23 70. Users on Zazzle had no material alternative to turn to for many of their designs.

24 71. Zazzle offered numerous customizable products using the Blooming Elegant fonts,  
25 including many of its most popular items.

26 72. For example, at least five of Zazzle’s twelve most popular business cards and ten of  
27 Zazzle’s twenty-four most popular business cards until at least early August 2022 used one or  
28 more of the Blooming Elegant fonts, e.g.:

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https://www.zazzle.com/c/business+cards

Popular Business Cards 403,308 results

modern professional elegant makeup artist hair stylist beauty salon minimal social media simple holographic corporate glitter for her

Category: Business Cards Design Color Delivery Date Material Orientation Size Add Filter + Sort by: Popular

QR Code Business Logo Black Modern P...  
\$27.40  
50% Off with code XMASJULY2022

Custom logo modern minimalist social m...  
\$29.00  
50% Off with code XMASJULY2022

Holographic Signature Script Modern Gl...  
\$27.40  
50% Off with code XMASJULY2022

Custom logo modern minimalist white or ...  
\$29.00  
50% Off with code XMASJULY2022

opal stone business card  
\$28.70

Add your custom logo circle professional...  
\$27.40

Modern Elegant Minimalist Professional ...  
\$26.75

Monogram Professional Elegant Modern ...  
\$30.95

https://www.zazzle.com/c/business+cards

Popular Business Cards 403,308 results

modern professional elegant makeup artist hair stylist beauty salon minimal social media simple holographic corporate glitter for her

Category: Business Cards Design Color Delivery Date Material Orientation Size Add Filter + Sort by: Popular

faux holographic opal stone business card  
\$28.70  
50% Off with code XMASJULY2022

watercolor and Gold Foil Business Card  
\$27.40  
50% Off with code XMASJULY2022

Classy And Cool Construction Business ...  
\$29.00  
50% Off with code XMASJULY2022

Blue And Gold Modern Art Liquid Waterc...  
\$27.40  
50% Off with code XMASJULY2022

Connect with us Social Media QR Code ...  
\$33.35  
50% Off with code XMASJULY2022

Chic Blush Pink Gold Glitter Marble Agat...  
\$27.40  
50% Off with code XMASJULY2022

Minimal & Professional Business Photo B...  
\$29.00  
50% Off with code XMASJULY2022

Add your custom logo circle professional...  
\$29.50  
50% Off with code XMASJULY2022

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73. As another example, at least up until early August 2022, several of Zazzle’s most popular wedding invitations used one or more of the Blooming Elegant fonts, e.g.:



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https://www.zazzle.com/c/wedding+invitations

Popular Wedding Invitations

231,014 results

elegant modern budget rustic simple floral minimalist greenery eucalyptus watercolor string lights botanical classic for her bride

Category: Wedding Invitations Design Color Number of Photos Foil Type Add Filter + Sort by: Popular



Hydrangea Elegant White Gold Rose Flor... \$2.25 50% Off with code XMASJULY2022



Modern white minimalist script 5 photos ... \$2.40 50% Off with code XMASJULY2022



Wedding Invitations Floral Art Nouveau \$2.71 50% Off with code XMASJULY2022



Rustic Navy Blue Geometric Wedding (no... \$3.65 50% Off with code XMASJULY2022



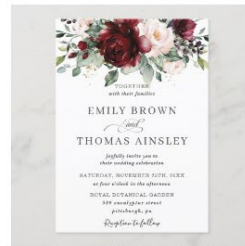
Mountain Watercolor Evergreen Rustic Tr... \$2.25 50% Off with code XMASJULY2022



Terracotta Flowers and Pampas Grass Ex... \$3.80 50% Off with code XMASJULY2022



Simple & Classy Wedding Invitation \$2.35 50% Off with code XMASJULY2022



Rustic Burgundy Blush Pink Floral Green... \$2.40 50% Off with code XMASJULY2022

https://www.zazzle.com/c/wedding+invitations

Popular Wedding Invitations

231,014 results

elegant modern budget rustic simple floral minimalist greenery eucalyptus watercolor string lights botanical classic for her bride

Category: Wedding Invitations Design Color Number of Photos Foil Type Add Filter + Sort by: Popular



Beach Sand Hearts Elegant Tropical Mod... \$2.25 50% Off with code XMASJULY2022



Elegant Black And White Monogram We... \$2.40 50% Off with code XMASJULY2022



Photo Overlay QR Code RSVP Simple Sc... \$2.65 50% Off with code XMASJULY2022



Rustic Eucalyptus Greenery Wedding Re... \$2.30 50% Off with code XMASJULY2022



Budget Eucalyptus Greenery Wedding In... \$1.38 20% Off with code XMASJULY2022



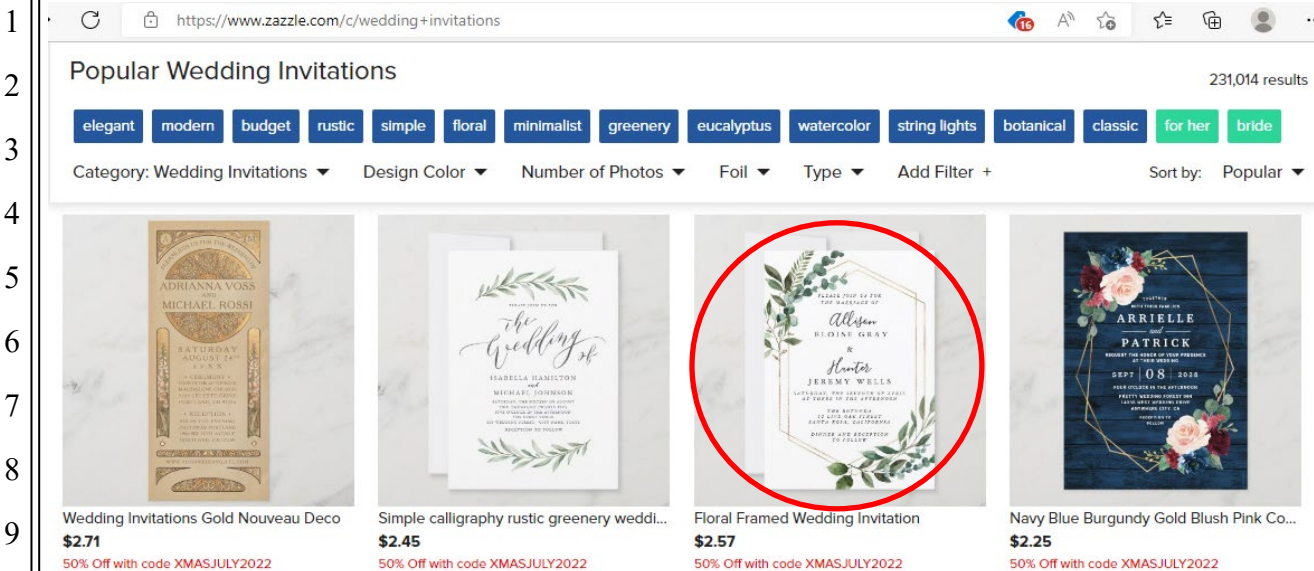
Budget Marsala & Navy Rustic Wedding I... \$1.27 20% Off with code XMASJULY2022



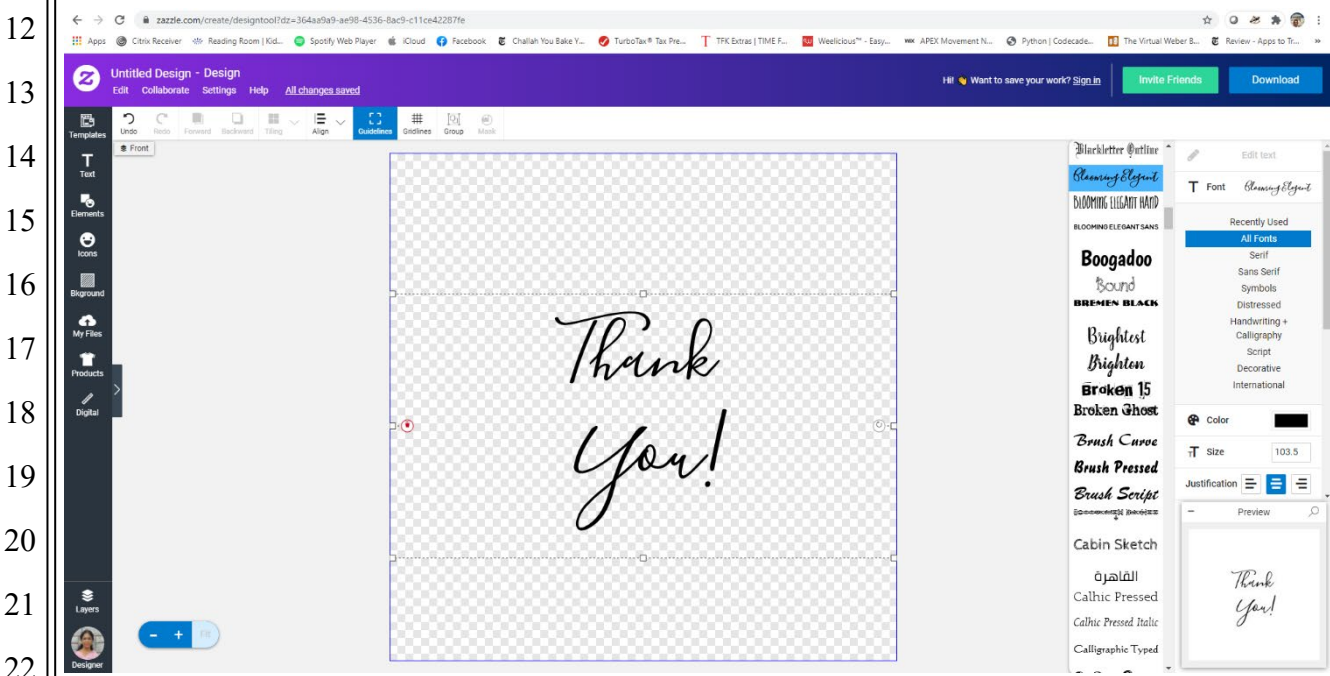
Elegant Script Minimal Wedding Invitation \$2.25 50% Off with code XMASJULY2022



Terracotta boho frame simple photo scri... \$2.40 50% Off with code XMASJULY2022



74. At least up until early August 2022, Zazzle also enabled its individual users to design their own products using the Blooming Elegant fonts:



75. As reflected on Zazzle’s website as of at least up until August 2022, Zazzle ranked and recommended to its users Blooming Elegant as its #2 handwriting font since 2019:

1 <https://www.zazzle.com/ideas/lifestyle/top-handwriting-fonts>



Home Occasions ▾

HOME / LIFESTYLE / TOP 10 HANDWRITING FONTS

# Top 10 Handwriting Fonts

PUBLISHED ON MAY 17, 2019 BY ZAZZLE CONTRIBUTOR

## 2. Sophisticated Penmanship: Blooming Elegant

Blooming Elegant is a very popular, refined cursive font. It's all lower case, generating a high-energy vibe that looks totally put together. It creates a distinctly modern style and feels relaxed chic rather than stiff and formal.

76. Zazzle's most successful commercial designers and sellers overwhelmingly picked Blooming Elegant as their font of choice for their products, particularly their top-selling products.

77. In particular, Zazzle's Diamond Sellers (\$500K+ earnings), Platinum Sellers (\$250K+ earnings), and Gold Sellers (\$100K+ earnings) made extensive use of Blooming Elegant.

78. For example, Elke Clarke, a Diamond Seller on Zazzle who has multiple online storefronts and teaches others how to use Zazzle successfully, used one or more of the Blooming Elegant fonts in at least seven of her eight most popular products, eleven of her sixteen most popular products, and seventeen of her twenty-four most popular products, e.g.:



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https://www.zazzle.com/store/epclarke

**Zazzle** Search for products or designs

SELL ON ZAZZLE SIGN IN

**Elke Clarke Designs** Follow

Beautiful designs you can customize to be as unique as you are.

Home Products Collections Followers (1174) About

Share

About

Elke Clarke Designs is a boutique design studio that specializes in beautiful designs that you can customize to be as unique as you are. If you are looking for items for your wedding, a special occasion or personal accessories for you, your home and business, you will find amazing one of a kind designs exclusively here in my store. Custom orders accepted at elkeclarkedesigns@gmail.com.

Search this Store

CREATOR  
**Elke Clarke**

PRO DIAMOND

Message

https://www.zazzle.com/store/epclarke/products

Products

<p>Trendy Rose Gold Glitter Makeup Artist ... <b>\$27.40</b> 50% Off with code XMASJULY2022</p>	<p>Rose Gold Glitter Photo Makeup Hair Sal... <b>\$4.22</b> 20% Off with code XMASJULY2022</p>	<p>Girly Rose Gold Glitter Sparkles Monogr... <b>\$4.25</b> 20% Off with code XMASJULY2022</p>	<p>Girly Glam Silver Glitter Makeup Artist H... <b>\$27.40</b> 50% Off with code XMASJULY2022</p>
<p>Pink Purple Glitter Makeup Artist Hair Sa... <b>\$27.40</b> 50% Off with code XMASJULY2022</p>	<p>Trendy Rose Gold Glitter Makeup Artist ... <b>\$24.25</b> 20% Off with code XMASJULY2022</p>	<p>Rose Gold Glitter We're Open Salon CO... <b>\$0.40</b> 20% Off with code XMASJULY2022</p>	<p>Girly Rose Gold Glitter Blush Monogram ... <b>\$7.25</b> 50% Off with code XMASJULY2022</p>

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https://www.zazzle.com/store/epclarke/products



Handwriting Baby Birth Announcement ...  
**\$3.04**  
50% Off with code XMASJULY2022



Girly Rose Gold Glitter Sparkles Monogr...  
**\$15.75**  
20% Off with code XMASJULY2022



Girly Rose Gold Glitter Blush Monogram ...  
**\$36.40**  
20% Off with code XMASJULY2022



Girly Rose Gold Glitter Monogram Bache...  
**\$33.95**  
20% Off with code XMASJULY2022



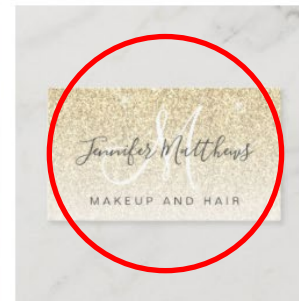
Girly Teal Faux Glitter Monogram Name ...  
**\$36.40**  
20% Off with code XMASJULY2022



Holiday Blessings I Holiday Photo Throw...  
**\$47.00**  
50% Off with code XMASJULY2022

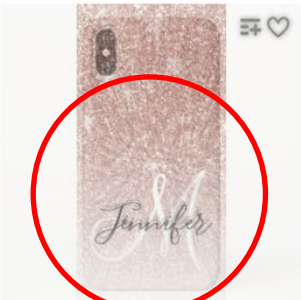


Girly Grey Silver Glitter Sparkle Monogra...  
**\$36.40**  
20% Off with code XMASJULY2022



Girly Glam Gold Glitter Makeup Artist Ha...  
**\$27.40**  
50% Off with code XMASJULY2022

https://www.zazzle.com/store/epclarke/products



Girly Rose Gold Glitter Blush Monogram ...  
**\$36.40**  
20% Off with code XMASJULY2022



Burgundy Floral Navy Blue Rose Gold S...  
**\$2.51**  
50% Off with code XMASJULY2022



Girly Rose Gold Glitter 16th Birthday Tha...  
**\$7.25**  
50% Off with code XMASJULY2022



Trendy Gold Glitter Makeup Artist Hair S...  
**\$24.25**  
20% Off with code XMASJULY2022



Girly Rainbow Glitter Makeup Artist Hair ...  
**\$27.40**  
50% Off with code XMASJULY2022



Burgundy Floral Rose Gold Glitter Sparkl...  
**\$42.45**  
20% Off with code XMASJULY2022



Rose Gold Glitter Sweet 16 Party Favor T...  
**\$7.25**  
50% Off with code XMASJULY2022



Trendy Silver Glitter Makeup Artist Hair ...  
**\$27.40**  
50% Off with code XMASJULY2022



1 79. Audrey Chenal, another Diamond Seller on Zazzle, used one or more of the  
 2 Blooming Elegant fonts in at least seven of her top twelve most popular products and fourteen of  
 3 her top twenty-four most popular products, e.g. (the third example circled below shows only one  
 4 side of the product, but Blooming Elegant Sans was used on the other side):

5

6 [https://www.zazzle.com/store/girly\\_trend](https://www.zazzle.com/store/girly_trend)

7 **Zazzle** Search for products or designs SELL ON ZAZZLE SIGN IN

8

9 **Girly Trend** Follow  
 Wedding invitations, business branding, illustrations & watercolor  
 United States

10 Home Products Collections Followers (8426) About Share

11 **About**

12 **CREATOR**  
**Audrey Chenal**  
PRO DIAMOND  
Message

13 

Hi and welcome to my store! I'm Audrey, a French graphic designer, illustrator and watercolor lover living in the sunny south of Spain! (Don't worry about timing, the orders are fulfilled and shipped by Zazzle in the USA) I specialize in wedding stationery, invitations for all occasions, modern business cards and custom gifts. Girly Trend is a vibrant brand that aims to cast a little color on the world. Please contact Zazzle directly for any order shipping questions: <https://help.zazzle.com/hc/en-us>

14

15 [https://www.zazzle.com/store/girly\\_trend/products](https://www.zazzle.com/store/girly_trend/products)

16 **Products**

17

18 **Minimalist black white jewelry earring d...**  
**\$31.65**  
 50% Off with code XMASJULY2022

19 **White Business opening hours logo and ...**  
**\$44.35**  
 20% Off with code XMASJULY2022

20 **Modern white minimalist script 5 photos ...**  
**\$2.40**  
 50% Off with code XMASJULY2022

21 **Terracotta boho frame simple photo scri...**  
**\$2.40**  
 50% Off with code XMASJULY2022

22 **Pink watercolor brushstroke upload you...**  
**\$27.40**  
 50% Off with code XMASJULY2022

23 **Modern black and white minimalist phot...**  
**\$2.40**  
 50% Off with code XMASJULY2022

24 **Simple gold save the date 3 photo grid ...**  
**\$2.80**  
 50% Off with code XMASJULY2022

25 **Simple black white hair makeup photo L...**  
**\$27.40**  
 50% Off with code XMASJULY2022

26 2885.000/1767932.1

https://www.zazzle.com/store/girly\_trend/products



Logo pink brushstroke typography hair ...

\$7.25

50% Off with code XMASJULY2022

★ EDITORS' PICK



Thank you typography minimalist black ...

\$7.25

50% Off with code XMASJULY2022



Minimalist black white jewelry earring di...

\$21.10

50% Off with code XMASJULY2022



Rose gold glitter ombre photo Sweet 16 ...

\$57.45

20% Off with code XMASJULY2022



Black and white minimalist photo budge...

\$1.27

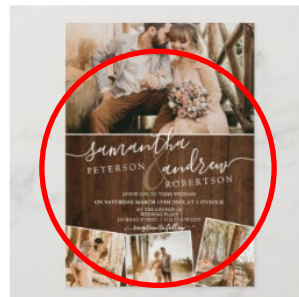
20% Off with code XMASJULY2022



Spring pastel floral watercolor birthday s...

\$3.97

50% Off with code XMASJULY2022



Rustic brown wood chic script 5 photos ...

\$2.40

50% Off with code XMASJULY2022



Makeup hair minimalist black and white ...

\$27.40

50% Off with code XMASJULY2022

https://www.zazzle.com/store/girly\_trend/products



Pink brushstroke logo jewelry earring di...

\$31.65

50% Off with code XMASJULY2022



Modern minimalist blush pink order than...

\$29.50

50% Off with code XMASJULY2022



Handmade love pastel rainbow marble ...

\$7.25

50% Off with code XMASJULY2022

★ EDITORS' PICK



Painted mailbox watercolor new home ...

\$1.95

50% Off with code XMASJULY2022

★ EDITORS' PICK



Makeup elegant typography marble ros...

\$27.40

50% Off with code XMASJULY2022



Rose gold glitter confetti navy budget w...

\$1.27

20% Off with code XMASJULY2022



Modern black rose gold glitter chic omb...

\$27.40

50% Off with code XMASJULY2022



Modern simple birthday teal 10 photo co...

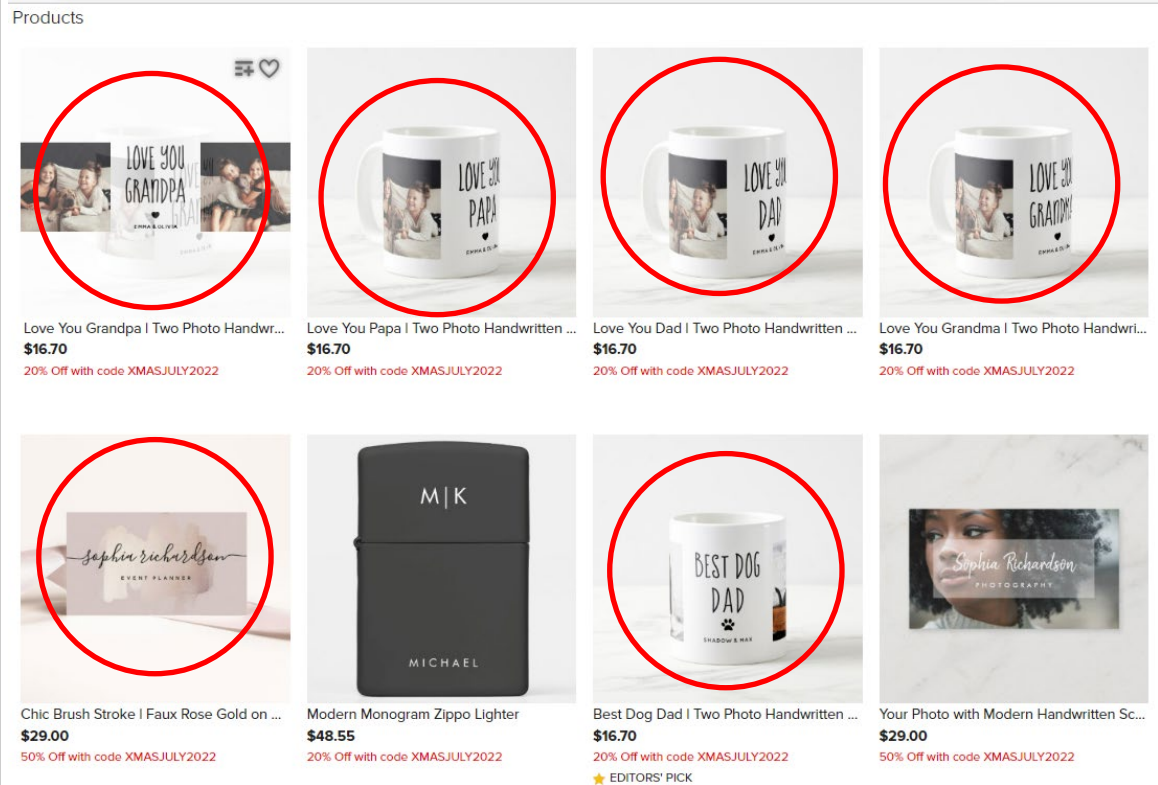
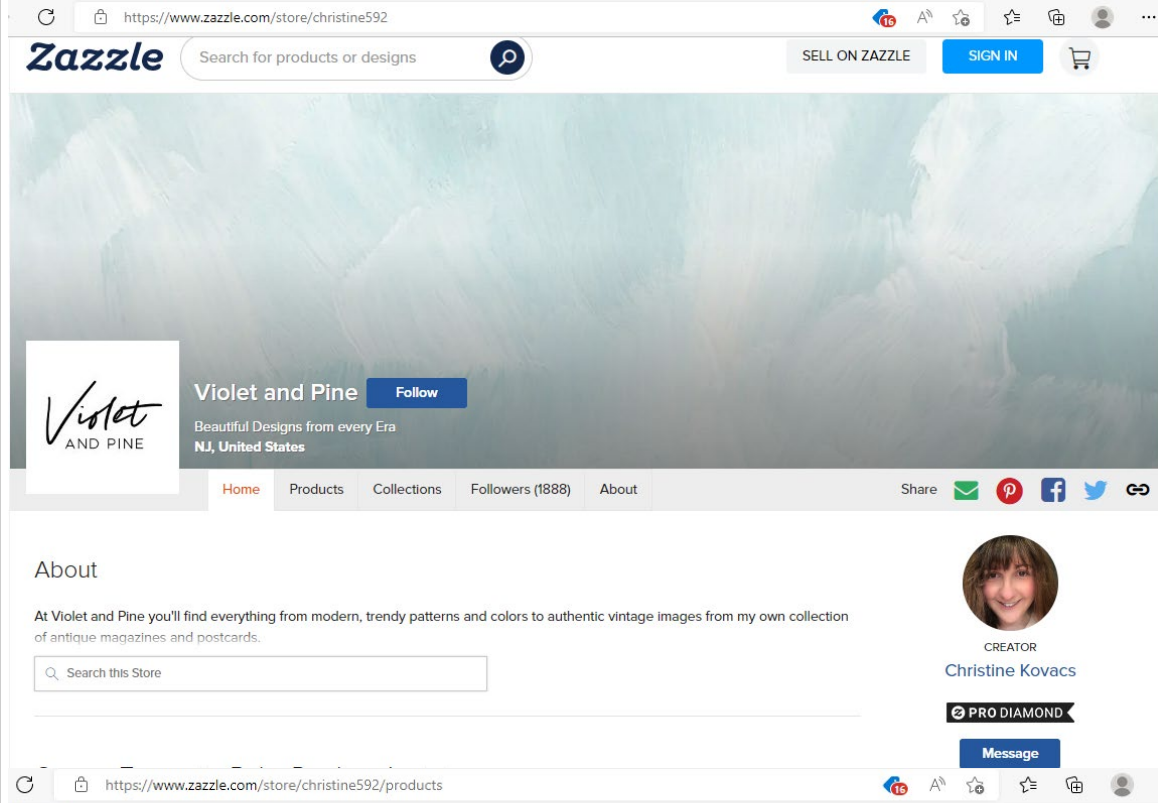
\$3.97

50% Off with code XMASJULY2022

★ EDITORS' PICK



1 80. Christine Kovacs, another Diamond Seller on Zazzle, used one or more of the  
2 Blooming Elegant fonts in at least six of her top eight, nine of her top sixteen, and eleven of her  
3 top twenty-four most popular products in her store called "Violet and Pine," e.g.:



https://www.zazzle.com/store/christine592/products



Chic Brush Stroke | Salon Price List S...  
**\$15.05**  
 20% Off with code XMASJULY2022



Modern and Minimal Black and White | A...  
**\$14.10**  
 20% Off with code XMASJULY2022



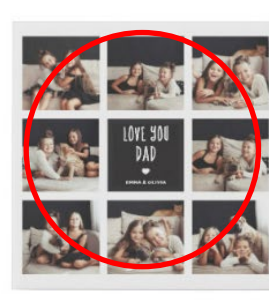
Simple Watercolor Greenery and Gold P...  
**\$2.54**  
 50% Off with code XMASJULY2022



Professional Custom Logo | Price List Se...  
**\$15.05**  
 20% Off with code XMASJULY2022



Orange Terracotta Boho | Rainbow Baby...  
**\$2.54**  
 50% Off with code XMASJULY2022



Love You Dad | Photo Collage Handwrit...  
**\$21.15**  
 50% Off with code XMASJULY2022

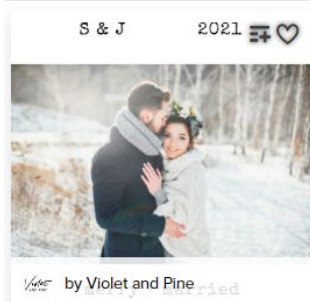


Professional Custom Logo | Price List Se...  
**\$15.05**  
 20% Off with code XMASJULY2022



Chic Brush Stroke | Faux Rose Gold on ...  
**\$29.00**  
 50% Off with code XMASJULY2022

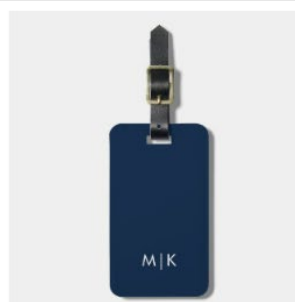
https://www.zazzle.com/store/christine592/products



Minimalist Typewriter | Merry and Married Photo Ceramic Ornament  
**\$20.50**  
 20% Off with code XMASJULY2022



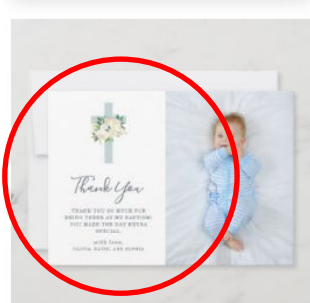
Chic Brush Stroke | Faux Rose Gold on S...  
**\$29.00**  
 50% Off with code XMASJULY2022



Navy Blue and White | Modern Monogra...  
**\$13.30**  
 20% Off with code XMASJULY2022



Rose Gold | Two Photo Script Happy Mo...  
**\$18.95**  
 20% Off with code XMASJULY2022



Blue Cross and White Flowers | Photo B...  
**\$2.70**  
 50% Off with code XMASJULY2022



Love You Grandma | Two Photo Script a...  
**\$16.70**  
 20% Off with code XMASJULY2022  
 ★ EDITORS' PICK



Orange Terracotta Boho | Rainbow Baby...  
**\$2.71**  
 50% Off with code XMASJULY2022



Sympathy Memorial In Loving Memory I ...  
**\$4.50**  
 20% Off with code XMASJULY2022

1           ***D. Nicky Laatz's Discovery of Zazzle's Theft and Abuse of Her IP Rights***

2           81. Nicky Laatz had no knowledge of Zazzle's use of the Blooming Elegant Trio font  
3 software until August 25, 2020 when a Zazzle user contacted her directly to request assistance  
4 with an issue related to the use of the Blooming Elegant Trio fonts on Zazzle's website.

5           82. Upon learning of Zazzle's unlawful use of her designs, Nicky Laatz contacted  
6 Zazzle to inquire about the unlawful use of the Blooming Elegant Trio font software. In response,  
7 Zazzle sent back the receipt for Mr. Alkhatib's purchase of the Blooming Elegant License, and  
8 suggested that it covered Zazzle's use.

9           83. Nicky Laatz sent further correspondence pointing out that the Blooming Elegant  
10 License purchased by Mr. Alkhatib did not cover Zazzle's use of the Blooming Elegant Trio font  
11 software and demanded that Zazzle cease and desist from any further unlawful use of the  
12 Blooming Elegant Trio font software.

13           84. Zazzle refused and continued to illegally use the Blooming Elegant Trio of fonts.

14           85. Instead, Zazzle once again asked if it could purchase a perpetual, server-based  
15 license that would cover its use of the Blooming Elegant Trio of fonts.

16           86. Though Nicky Laatz does not provide perpetual, server-based licenses for her fonts,  
17 she was willing to consider providing Zazzle with such a license to avoid damaging the designs of  
18 the many independent graphic designers who sell designs on Zazzle that use the Blooming Elegant  
19 Trio of fonts.

20           87. But Nicky Laatz was only willing to consider providing Zazzle with a server-based  
21 license if Zazzle would provide data about the numbers of Zazzle designers and customers who  
22 have used the Blooming Elegant Trio of fonts and numbers of unique designs that Zazzle  
23 designers and customers had created and purchased using the Blooming Elegant Trio of fonts, and  
24 appropriately compensate her for Zazzle's illegal use of the Blooming Elegant Trio of fonts.

25           88. Zazzle, however, refused to provide the data or appropriately compensate Nicky  
26 Laatz for its illegal use of her fonts; thus, no license was granted to Zazzle.

27           89. Undaunted, Zazzle brazenly continued to exploit Nicky Laatz's fonts for massive  
28 profits until at least early August 2022.

1           90.     Zazzle’s continued, widespread infringement of Ms. Laatz’s copyrights and  
2 trademark rights was entirely willful.

3                     ***E.     Zazzle Replaces Blooming Elegant with a Cheap Imitation***

4           91.     On or about August 5, 2022, perhaps aware that it was about to be sued, Zazzle  
5 began unilaterally removing the Blooming Elegant Trio of fonts from its website.

6           92.     Zazzle did so by removing the Blooming Elegant Trio of fonts from the Zazzle  
7 design tool and automatically replacing each of the Blooming Elegant Trio of fonts with cheap  
8 imitations that attempt to mimic the look and feel of the Blooming Elegant Trio, but are materially  
9 inadequate for designers in many ways.

10          93.     For instance, the “Blooming Elegant” font was automatically swapped with a font  
11 called “Morgana.”

12          94.     The designer of the Morgana font copied it from Blooming Elegant.

13          95.     The Morgana font infringes on Nicky Laatz’s copyrights to “Blooming Elegant”  
14 and the Blooming Elegant font software.

15          96.     Even though the designer of Morgana copied it from Blooming Elegant, it is not an  
16 exact copy and not an adequate substitute.

17          97.     On information and belief, when Zazzle began using the Morgana font in place of  
18 the Blooming Elegant font in early August 2022, Zazzle knew, or should have known, that  
19 Morgana was copied from Blooming Elegant and infringed on Nicky Laatz’s copyrights to  
20 Blooming Elegant and the Blooming Elegant font software.

21          98.     Regardless, on or about August 8, 2022, Zazzle was informed by the licensor of the  
22 Morgana font that Morgana was a copy of Blooming Elegant and should be taken down from  
23 Zazzle’s website.

24          99.     Yet Zazzle kept using the Morgana font and failed to remove or replace it for at  
25 least weeks thereafter.

26          100.    In automatically swapping the Blooming Elegant Trio of fonts for cheap imitations,  
27 Zazzle materially altered the designs of many Zazzle designers.



1 101. As one Zazzle designer put it, “It doesn’t seem like they fully grasp that retiring  
2 fonts would greatly affect hundreds and thousands of already published designs. We designers are  
3 not here writing essays on a word document where changing a font from Times New Roman to  
4 Garamond is inconsequential. The FONTS we selected to use are very much a part of the design.  
5 When we choose a font it is because the selected font works very well with the rest of the other  
6 elements in the design, you can’t simply do a switcheroo with fonts, that would throw off the  
7 entire design.”

8 102. Indeed, the fonts that Zazzle chose to replace the Blooming Elegant Trio of fonts  
9 created substantial defects in the designs of many of the designers who publish their works on  
10 Zazzle.

11 103. For instance, a font called “Dongle,” the font that replaced the “Blooming Elegant  
12 Sans” font, “is smaller, has no auto caps, and the line spacing is much wider,” as one Zazzle  
13 designer commented.

14 104. Another Zazzle designer lamented that “Dongle” is an inadequate replacement  
15 because it “has rounded edges and looks rather childish.”

16 105. The loss of the “Blooming Elegant Sans” font from the Zazzle design tool led one  
17 designer to worry because it is “most used” on certain parts of holiday cards and invitations.

18 106. Similarly, switching the “Blooming Elegant” font out with the “Morgana” font  
19 created substantial difficulties for many Zazzle designers.

20 107. One Zazzle designer had wedding invitations for a customer printed incorrectly due  
21 to the automatic swapping of “Blooming Elegant” and “Morgana.”

22 108. Indeed, multiple Zazzle designers noted that for customers who ordered products in  
23 batches (such as wedding-related paper products) or re-order products (such as business cards)  
24 they may end up having to choose different fonts and designs for later purchases and end up with  
25 non-matching products.

26 109. Even where swapping out “Morgana” for “Blooming Elegant” did not impair  
27 existing and in-progress orders, “Morgana” has not served the needs of designers who previously  
28 used “Blooming Elegant.”

1 110. As one Zazzle designer put it, “Morgana is not an adequate replacement, I doubt  
2 any font can be. Some have found issues with the slashes, I’ve found issues with its terrible  
3 kerning.”

4 111. Another designer commented that among the unique benefits of using the  
5 Blooming Elegant font are the “leading and trailing swashes,” and that she “checked all of the new  
6 fonts and none of them will replace the swashes.”

7 112. Another Zazzle designer lamented “it looks like we lost the beautiful Blooming  
8 Elegant script font, which was the only font that could create these nice swirls in front and after a  
9 word. I don’t see anything that replaces this option. What is sort of doing that, but not as well, is a  
10 font that is much thinner (Morgana) and now looks really horrible in all designs (a lot!) in which I  
11 used the Blooming font.”

12 113. The removal of the Blooming Elegant Trio of fonts from Zazzle will likely cause  
13 substantial economic harm to Zazzle designers who have used the Blooming Elegant Trio as well,  
14 due to the unique and appealing features of the Blooming Elegant Trio.

15 114. One Zazzle designer noted that the “Blooming Elegant” font is on 69% of her  
16 bestselling products and is on 51% of her last sold products.

17 115. Yet another Zazzle designer noted that “[m]any of [her] best sellers have Blooming  
18 Elegant Script and Blooming Elegant Sans, and [she] do[es] prefer the look of Blooming Elegant  
19 Script over Morgana.”

20 116. In complaining about the loss of Blooming Elegant, one Zazzle designer described  
21 Blooming Elegant as “the very font that some Elite designers utilize in their myriad of  
22 bestsellers.”

23 117. Another Zazzle designer expressed concern that removing the Blooming Elegant  
24 Trio of fonts would “jeopardiz[e] current bestsellers ability to sell.”

25 118. Other designers expressed disbelief that the most popular and commonly used fonts  
26 on Zazzle’s platform were gone, with one writing “I’m not understanding how the literally most  
27 popular font may be gone entirely, and another that “I am STUNNED that they got rid of THE  
28 most common font family on Zazzle!”

1           119. In addition to losing the unique appeal that comes from the Blooming Elegant Trio  
2 of fonts, many Zazzle designers had to undertake extensive work in order to re-edit designs that  
3 previously used the Blooming Elegant Trio so that the designs would work with new fonts.

4           120. One such Zazzle designer estimated that she had “hundreds if not thousands of  
5 designs that will need to be fixed.”

6           121. Another Zazzle designer encountered a similar problem, noting that she would have  
7 “at least a couple thousand” designs impacted by the removal of the Blooming Elegant Trio of  
8 fonts.

9           122. Indeed, one Zazzle designer noted that “editing several thousand items and even  
10 finding the ones with issues isn’t an option for many of us.”

11           123. In the end, Zazzle’s illegal scheme to steal and exploit Nicky Laatz’s fonts garnered  
12 Zazzle hundreds of millions of dollars in profits, but severely harmed both Nicky Laatz and  
13 Zazzle’s own designers and users who came to rely and depend upon access to the Blooming  
14 Elegant Trio of fonts that Zazzle illegally provided to them.

15           ***F. Nicky Laatz’s State Law Tort Claims Are Not Preempted by the Copyright Act***

16           124. In the Ninth Circuit, a state law tort claim is not preempted by the Copyright Act if  
17 the state law claim “includes an ‘extra element’ that makes the right asserted *qualitatively different*  
18 from those protected under the Copyright Act.” *Altera Corp. v. Clear Logic, Inc.*, 424 F.3d 1079,  
19 1089 (9th Cir. 2005) (emphasis in original). When the extra element changes “the nature of the  
20 action so that it is qualitatively different from a copyright infringement claim,” the state law claim  
21 is not preempted. *Summit Mach. Tool Mfg. Corp. v. Victor CNC Sys., Inc.*, 7 F.3d 1434, 1440 (9th  
22 Cir. 1993).

23           125. Nicky Laatz’s claims for fraud contain multiple elements that make the claims  
24 qualitatively different from a copyright infringement claim. In California, a party to a contract  
25 commits fraud where, “with the intent to deceive another party [to the contract], or to induce him  
26 to enter into the contract,” does, *inter alia*, any of the following:

- 27           a. Suggests, as a fact, “that which is not true, by one who does not believe it to  
28 be true”;

- 1           b.       Suppresses “that which is true, ... having knowledge or belief of the fact”;
- 2                    or
- 3           c.       Makes a promise “without any intention of performing it.”

4 Cal. Civ. Code § 1572.

5           126.   Nicky Laatz’s claims for fraud thus are qualitatively different than a claim for  
6 copyright infringement, because they relate to the false statements, false promises, and omissions  
7 of Zazzle and Mr. Alkhatib when entering into the Blooming Elegant License, and Nicky Laatz’s  
8 claims for fraud would exist irrespective of the copyright infringement that Zazzle engaged in after  
9 wrongfully obtaining access to the Blooming Elegant Trio font software and continued to engage  
10 in at least until August 2022.

11           127.   A state law claim for intentional interference with contractual relations that is based  
12 on interference with a license of copyrighted material is also not preempted by the Copyright Act  
13 where the “licensing agreement ... limited the party’s use [of] a copyrighted work to specific  
14 circumstances, and a third party used the copyrighted work outside the scope of the license.”  
15 *Media.net Advertising FZ-LLC v. NetSeer, Inc.*, 156 F. Supp. 3d 1052, 1072 (N.D. Cal. 2016).  
16 This is so where “specific provisions of [the license] agreements ... created rights in the parties”  
17 and those rights are “qualitatively different and not the equivalent of a copyright infringement  
18 claim.” *Id.* That is to say, a state law claim for intentional interference with contractual relations is  
19 not preempted where the copyright holder seeks to “enforce contractual rights ... that are not  
20 equivalent to any of its exclusive rights of copyright.” *MDY Indus., LLC v. Blizzard Entm’t, Inc.*,  
21 629 F.3d 928, 957 (9th Cir. 2010).

22           128.   Nicky Laatz’s claim for intentional interference with contractual relations seeks to  
23 enforce contractual rights that are separate and apart from Nicky Laatz’s copyrights in the  
24 Blooming Elegant Trio font software. Specifically, the Blooming Elegant License limits use of the  
25 Blooming Elegant Trio font software to one user, and gives the licensee a non-transferrable right  
26 to use the font software. These restrictions on who can *access* and *use* the Blooming Elegant Trio  
27 font software are contractual rights separate, apart, and substantively different from Nicky Laatz’s  
28 rights to control who can *reproduce and/or distribute* the Blooming Elegant Trio font software.

1 **VI. FIRST CLAIM FOR RELIEF**

2 ***Fraudulent Misrepresentation (Fraud/Deceit) Against All Defendants***

3 **(California Civil Code § 1572)**

4 129. Nicky Laatz hereby incorporates by reference each of the allegations in paragraphs  
5 1 through 128 of this Complaint as if fully set forth herein.

6 130. Mr. Alkhatib misrepresented (as did Zazzle, by and through its agent/employee,  
7 Mr. Alkhatib) that the Blooming Elegant License was to be used in accordance with the terms of  
8 the Blooming Elegant License, including that it was for a single user named Mohamed Alkhatib.

9 131. Mr. Alkhatib and Zazzle knew that the Blooming Elegant License purchased by  
10 Mr. Alkhatib did not cover Zazzle's intended use of Nicky Laatz's fonts and font software.

11 132. Thus, Mr. Alkhatib and Zazzle knew that the representation that the Blooming  
12 Elegant License was for a single user was false.

13 133. Mr. Alkhatib and Zazzle intended for Nicky Laatz to rely on this false  
14 representation in agreeing to license the Blooming Elegant Trio font software to Mr. Alkhatib.

15 134. Nicky Laatz did in fact rely on the false representation that the Blooming Elegant  
16 License was for a single user when entering into the license agreement with Mr. Alkhatib for the  
17 use of the Blooming Elegant Trio font software.

18 135. Had the false representation not occurred, Nicky Laatz would not have entered into  
19 the Blooming Elegant License with Mr. Alkhatib for the use of the Blooming Elegant Trio font  
20 software.

21 136. As a direct and proximate result of the false representation, Nicky Laatz has  
22 suffered damage to her business.

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**VII. SECOND CLAIM FOR RELIEF**

***Fraudulent Concealment (Fraud/Deceit) Against All Defendants***

**(California Civil Code § 1572)**

137. Nicky Laatz hereby incorporates by reference each of the allegations in paragraphs 1 through 136 of this Complaint as if fully set forth herein.

138. Mr. Alkhatib concealed (as did Zazzle, by and through its agent/employee, Mr. Alkhatib) the fact that he and Zazzle did not intend to use Nicky Laatz’s font software in accordance with the terms of the Blooming Elegant License, including concealing that the intended use was not for a single user named Mohamed Alkhatib, and was actually for Zazzle.

139. Mr. Alkhatib and Zazzle concealed the following material facts:

- a. Mr. Alkhatib’s employment and agency relationship with Zazzle; and
- b. The true intention in M. Alkhatib entering into the Blooming Elegant License was to allow Zazzle to install the Blooming Elegant Trio font software on its servers, roll it out to Zazzle’s entire user base, and exploit the font software for Zazzle’s benefit and enrichment without Zazzle compensating Nicky Laatz, the owner and creator.

140. These facts were known and accessible exclusively to Mr. Alkhatib and Zazzle.

141. Mr. Alkhatib and Zazzle knew that these facts were not known or reasonably discoverable by Nicky Laatz.

142. Had Mr. Alkhatib and Zazzle not concealed the facts listed in Paragraph 139, Nicky Laatz would not have entered into the Blooming Elegant License with Mr. Alkhatib.

143. As a direct and proximate result of the fraudulently concealed facts, Nicky Laatz has suffered damage to her business.

**VIII. THIRD CLAIM FOR RELIEF**

***Promissory Fraud (Fraud/Deceit) Against All Defendants***

**(California Civil Code § 1572)**

144. Nicky Laatz hereby incorporates by reference each of the allegations in paragraphs 1 through 143 of this Complaint as if fully set forth herein.









1 ELEGANT” mark in connection with the sale, offering for sale, distribution, or advertising of  
2 Zazzle’s goods and services.

3 168. Zazzle’s infringing activities have caused, are causing, or are likely to cause,  
4 confusion, mistake, and deception among the consuming public as to the origin, sponsorship, and  
5 quality of Zazzle’s products that use the “BLOOMING ELEGANT” trademark.

6 169. On information and belief, Nicky Laatz alleges that Zazzle’s conduct was  
7 committed willfully, in bad faith, and with knowledge of Nicky Laatz’s exclusive rights to its  
8 mark, or with willful blindness to the same, and with intent to cause confusion, mistake, and/or to  
9 deceive.

10 170. As a direct and proximate result of Zazzle’s infringing activities, Nicky Laatz has  
11 suffered irreparable harm and damage to her valuable marks and damage to her reputation and  
12 goodwill.

13 171. Pursuant to 15 U.S.C. § 1116(a), Nicky Laatz is entitled an order for the destruction  
14 of all infringing materials, as well as all monetary relief and other remedies available under the  
15 Lanham Act, including, but not limited to, treble damages and/or profits, statutory damages,  
16 reasonable attorneys’ fees, costs, and prejudgment interest under 15 U.S.C. § 1117(a).

17 **XII. SEVENTH CLAIM FOR RELIEF**

18 ***Breach of Contract Against Mr. Alkhatib***

19 172. Nicky Laatz hereby incorporates by reference each of the allegations in paragraphs  
20 1 through 128 of this Complaint as if fully set forth herein.

21 173. Nicky Laatz entered into a contract to license the software for the Blooming  
22 Elegant Trio of fonts with Mr. Alkhatib (the “Blooming Elegant License”).

23 174. The Blooming Elegant License prohibits a user from “mak[ing] the [fonts]  
24 available on a digital asset management system, shared drive, or the like for the purposes of  
25 sharing or transferring the [fonts], and [the user] must not permit an end user of the end product to  
26 extract the [fonts] and use [them] separately from the End Product.”



1 and font software, or anything substantially similar (e.g. the Morgana font software that was first  
2 used by Zazzle in early August 2022) on Zazzle’s website, and related injunctive relief;

3 G. An order that Zazzle must immediately produce to Nicky Laatz a complete list of  
4 all individuals, businesses, and entities who have accessed the Blooming Elegant Trio of fonts and  
5 font software through Zazzle’s website, including the date and extent of such use;

6 H. Nicky Laatz to recover all damages and remedies, including compensatory  
7 damages, lost profits, prospective profits, and profits of Zazzle attributable to Zazzle’s  
8 infringement in an amount to be proven at trial;

9 I. Nicky Laatz to be awarded punitive damages from Zazzle and Mr. Alkhatib;

10 J. An accounting of each Zazzle’s profits attributable to their illegal and infringing  
11 acts and an award of: (1) Zazzle’s profits; and (2) all of Nicky Laatz’s damages pursuant to 15  
12 U.S.C. § 1117;

13 K. Nicky Laatz to be awarded all of Zazzle’s ill-gotten profits and gains, and/or any  
14 other unjust benefits received by Zazzle from Zazzle’s manufacture, sale, and/or distribution of  
15 products using the “BLOOMING ELEGANT” trademark;

16 L. Treble damages and/or enhanced damages;

17 M. An order to freeze Zazzle’s assets pending a final determination of liability and  
18 damages;

19 N. An order for an accounting of and imposition of a constructive trust on all of  
20 Zazzle’s funds and assets connected to their infringing acts;

21 O. Pre- and post-judgment interest;

22 P. All costs and investigative expenses associated with Zazzle’s infringing acts; and

23 Q. Any and all other relief the Court deems just, proper, fair and equitable.

24 **DEMAND FOR JURY TRIAL**

25 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Nicky Laatz demands a  
26 trial by jury of all claims asserted in this Complaint so triable in this action.

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DATED: August 24, 2022

Respectfully submitted,

BARTKO ZANKEL BUNZEL & MILLER  
A Professional Law Corporation

By:           /s/ Patrick M. Ryan            
PATRICK M. RYAN  
Attorneys for Plaintiffs  
NICKY LAATZ and  
NICKY LAATZ CREATIONS UK LTD.

# EXHIBIT A

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

United States Register of Copyrights and Director

**Registration Number**

**TX 8-984-766**

**Effective Date of Registration:**

February 18, 2021

**Registration Decision Date:**

July 16, 2021

## Title

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**Title of Work:** Blooming Elegant

## Completion/Publication

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**Year of Completion:** 2016  
**Date of 1st Publication:** February 16, 2016  
**Nation of 1st Publication:** United States

## Author

---

- **Author:** Nicky Laatz  
**Author Created:** Font Data  
**Work made for hire:** No  
**Domiciled in:** United Kingdom

## Copyright Claimant

---

**Copyright Claimant:** Nicky Laatz  
PO Box 172, Launceston, PL150BN, United Kingdom

## Rights and Permissions

---

**Organization Name:** Bartko Zankel Bunzel & Miller  
**Name:** Stephen Steinberg  
**Email:** ssteinberg@bzbm.com  
**Telephone:** (415)291-4523  
**Alt. Telephone:** (925)457-0353  
**Address:** One Embarcadero Ctr., Ste. 800  
San Francisco, CA 94111 United States

## Certification

---



**Name:** Stephen C Steinberg  
**Date:** February 18, 2021  
**Applicant's Tracking Number:** 2885.000

---

**Correspondence:** Yes



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**  
**TX 8-984-764**

**Effective Date of Registration:**  
February 18, 2021  
**Registration Decision Date:**  
July 16, 2021

## Title

---

**Title of Work:** Blooming Elegant Hand

## Completion/Publication

---

**Year of Completion:** 2016  
**Date of 1st Publication:** February 16, 2016  
**Nation of 1st Publication:** United States

## Author

---

- **Author:** Nicky Laatz  
**Author Created:** Font Data  
**Work made for hire:** No  
**Domiciled in:** United Kingdom

## Copyright Claimant

---

**Copyright Claimant:** Nicky Laatz  
PO Box 172, Launceston, PL150BN, United Kingdom

## Rights and Permissions

---

**Organization Name:** Bartko Zankel Bunzel & Miller  
**Name:** Stephen Steinberg  
**Email:** ssteinberg@bzbm.com  
**Telephone:** (415)291-4523  
**Alt. Telephone:** (925)457-0353  
**Address:** One Embarcadero Ctr., Ste. 800  
San Francisco, CA 94111 United States

## Certification

---

**Name:** Stephen C Steinberg  
**Date:** February 18, 2021  
**Applicant's Tracking Number:** 2885.000

---

**Correspondence:** Yes

# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Shirley Perlmutter*  
United States Register of Copyrights and Director

**Registration Number**

**TX 8-984-762**

**Effective Date of Registration:**

February 18, 2021

**Registration Decision Date:**

July 16, 2021

## Title

---

**Title of Work:** Blooming Elegant Sans

## Completion/Publication

---

**Year of Completion:** 2016  
**Date of 1st Publication:** February 16, 2016  
**Nation of 1st Publication:** United States

## Author

---

- Author:** Nicky Laatz  
**Author Created:** Font Data  
**Work made for hire:** No  
**Domiciled in:** United Kingdom

## Copyright Claimant

---

**Copyright Claimant:** Nicky Laatz  
PO Box 172, Launceston, PL150BN, United Kingdom

## Rights and Permissions

---

**Organization Name:** Bartko Zankel Bunzel & Miller  
**Name:** Stephen Steinberg  
**Email:** ssteinberg@bzbm.com  
**Telephone:** (415)291-4523  
**Alt. Telephone:** (925)457-0353  
**Address:** One Embarcadero Ctr., Ste. 800  
San Francisco, CA 94111 United States

## Certification

---

**Name:** Stephen C Steinberg  
**Date:** February 18, 2021  
**Applicant's Tracking Number:** 2885.000

---

**Correspondence:** Yes

# EXHIBIT B



# United States of America

United States Patent and Trademark Office

## BLOOMING ELEGANT

**Reg. No. 6,626,946**

**Registered Jan. 25, 2022**

**Int. Cl.: 9**

**Trademark**

**Principal Register**

Laatz, Nicky (UNITED KINGDOM INDIVIDUAL), DBA Nicky Laatz Creations

106 Kenwyn Street  
Truro, UNITED KINGDOM TR1 3BX

CLASS 9: Downloadable printing fonts; Printing fonts that can be downloaded provided by means of electronic transmission; Typeface fonts recorded on magnetic media

FIRST USE 2-16-2016; IN COMMERCE 2-16-2016

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 90-535,226, FILED 02-19-2021



A handwritten signature in black ink, appearing to read "Dawn H. H. H. H.", is written over the seal.

Performing the Functions and Duties of the  
Under Secretary of Commerce for Intellectual Property and  
Director of the United States Patent and Trademark Office

