

1 Joseph R. Saveri (State Bar No. 130064)
 2 Cadio Zirpoli (State Bar No. 179108)
 3 Christopher K.L. Young (State Bar No. 318371)
 4 Elissa A. Buchanan (State Bar No. 249996)
 5 Travis Manfredi (State Bar No. 281779)
JOSEPH SAVERI LAW FIRM, LLP
 601 California Street, Suite 1000
 San Francisco, California 94108
 Telephone: (415) 500-6800
 Facsimile: (415) 395-9940
 Email: jsaveri@saverilawfirm.com
 czirpoli@saverilawfirm.com
 cyoung@saverilawfirm.com
 eabuchanan@saverilawfirm.com
 tmanfredi@saverilawfirm.com

10 *Counsel for Individual and Representative*
 11 *Plaintiffs and the Proposed Class*

12 [Additional Counsel Listed on Signature Page]

13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA
 15 SAN FRANCISCO DIVISION

16 Sarah Andersen, an individual;
 17 Kelly McKernan, an individual;
 18 Karla Ortiz, an individual;
 19 H. Southworth pka Hawke Southworth, an
 20 individual;
 21 Grzegorz Rutkowski, an individual;
 22 Gregory Manchess, an individual;
 23 Gerald Brom, an individual;
 24 Jingna Zhang, an individual;
 25 Julia Kaye, an individual;
 26 Adam Ellis, an individual;

27 Individual and Representative Plaintiffs,

28 v.

Stability AI Ltd., a UK corporation;
 Stability AI, Inc., a Delaware corporation;
 DeviantArt, Inc., a Delaware corporation;
 Midjourney, Inc., a Delaware corporation;
 Runway AI, Inc., a Delaware corporation;

Defendants.

Case No. 3:23-cv-00201-WHO

FIRST AMENDED COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

		Page(s)
1		
2		
3	I. AI IMAGE PRODUCTS ARE TRAINED ON VAST NUMBERS OF	
4	COPYRIGHTED IMAGES WITHOUT CONSENT, CREDIT, OR COMPENSATION	
5	AND VIOLATE THE RIGHTS OF MILLIONS OF ARTISTS.....	1
6	II. JURISDICTION AND VENUE.....	4
7	III. PLAINTIFFS.....	5
8	IV. DEFENDANTS	6
9	V. AGENTS AND CO-CONSPIRATORS	7
10	VI. CLASS ALLEGATIONS	8
11	VII. ARTISTS AND THEIR WORKS.....	11
12	VIII. THE SOURCE OF THE TRAINING DATASETS: LAION	13
13	IX. HOW AI IMAGE PRODUCTS WORK: CLIP-GUIDED DIFFUSION	20
14	X. PROTECTED EXPRESSION FROM TRAINING IMAGES IS COPIED,	
15	COMPRESSED, STORED, AND INTERPOLATED BY DIFFUSION MODELS	27
16	XI. EXAMPLES OF TEXT PROMPTS USING PLAINTIFF NAMES IN AI IMAGE	
17	PRODUCTS OFFERED BY STABILITY, RUNWAY, AND MIDJOURNEY	35
18	XII. EXAMPLES OF IMAGE PROMPTS USING PLAINTIFF IMAGES IN AI IMAGE	
19	PRODUCTS OFFERED BY STABILITY, RUNWAY, AND MIDJOURNEY	41
20	XIII. USER AND LICENSEE ACTIVITY	50
21	XIV. DEFINITIONS FOR THE CAUSES OF ACTION.....	52
22	XV. CAUSES OF ACTION AGAINST STABILITY	52
23	XVI. CAUSES OF ACTION AGAINST MIDJOURNEY.....	61
24	XVII. CAUSES OF ACTION AGAINST RUNWAY	76
25	XVIII. CAUSES OF ACTION AGAINST DEVIANTART	81
26	XIX. JURY TRIAL DEMANDED	93
27		
28		

1 Artists and plaintiffs Sarah Andersen, Kelly McKernan, Karla Ortiz, Hawke Southworth,
2 Grzegorz Rutkowski, Gregory Manchess, Gerald Brom, Jingna Zhang, Julia Kaye, and Adam Ellis
3 (“Plaintiffs”), on behalf of themselves and all others similarly situated, bring this class-action
4 complaint against defendants Runway AI, Inc. (“Runway”); Stability AI Ltd. and Stability AI,
5 Inc. (collectively “Stability”); Midjourney, Inc. (“Midjourney”); and DeviantArt, Inc.
6 (“DeviantArt”) (all collectively “Defendants”). Plaintiffs allege various violations of the
7 Copyright Act (17 U.S.C. § 501); Digital Millennium Copyright Act (17 U.S.C. §§ 1202(a) & (b))
8 as to all Defendants; violations of the Lanham Act (15 U.S.C. § 1125(a)(1)) as to Defendant
9 Midjourney; and breach of contract as to Defendant DeviantArt.

10 **I. AI IMAGE PRODUCTS ARE TRAINED ON VAST NUMBERS OF**
11 **COPYRIGHTED IMAGES WITHOUT CONSENT, CREDIT, OR COMPENSATION**
12 **AND VIOLATE THE RIGHTS OF MILLIONS OF ARTISTS**

13 1. An *AI image product* is a software product designed to output images through so-
14 called artificial-intelligence techniques. But “artificial intelligence” is a misnomer. The AI image
15 products at issue in this complaint are all built around the same asset: human intelligence and
16 creative expression, in the form of billions of artworks copied from the internet. An AI image
17 product simply divorces these artworks from the artists and attaches a new price tag. The profits
18 from the misappropriation of these works can then flow directly into Defendants’ pockets. But
19 the artists who provided the intelligence and creativity—including Plaintiffs—were not asked for
20 their consent. They were not given any credit. And they have not received one cent in
21 compensation.

22 2. Under the hood, AI image products are powered by one or more *machine-learning*
23 *models* (or simply *models*). Models are not programmed directly in the manner of traditional
24 software, but rather *trained*. Training a model first requires amassing a huge corpus of data, called
25 a *dataset*. The models at issue in this complaint were trained on datasets containing billions of
26 images paired with descriptive captions. In this complaint, each image–caption pair is called a
27 *training image*. During training of the model, the training images in the dataset are directly copied
28

1 in full and then completely ingested by the model, meaning that protected expression from every
2 training image enters the model. As it copies and ingests billions of training images, the model
3 progressively develops the ability to generate outputs that mimic the protected expression copied
4 from the dataset. The outputs of a model are derived entirely and exclusively from what it has
5 extracted from the dataset.

6 3. Users elicit images from AI image products through *prompting*. Early versions of
7 AI image products only accepted text prompts—that is, short textual descriptions of an image.
8 But Defendants have progressively evolved their AI image products to also accept images as
9 prompts to allow users to describe their desired result more easily and precisely. Whether based
10 on text, image, or a combination, a prompt is converted into a numerical descriptor called an
11 *CLIP embedding*. This CLIP embedding is then used to guide the AI image product to generate an
12 image resembling whatever is described by the prompt.

13 4. Defendants Runway and Stability have collaborated on the training and
14 deployment of a series of models called Stable Diffusion. In September 2022, Stability CEO
15 Emad Mostaque described it thus: “Stable Diffusion is the model itself. It’s a collaboration that
16 we did with a whole bunch of people ... We took 100,000 gigabytes of images and compressed it
17 to a two-gigabyte file that can recreate any of those [images] and iterations of those.”¹ To train
18 multiple versions of Stable Diffusion, Runway and Stability have each downloaded copies of
19 billions of copyrighted images without permission—including those belonging to Plaintiffs.
20 Runway and Stability induce others to download Stable Diffusion by distributing it for free
21 through public websites. Runway and Stability also make Stable Diffusion available to end users
22 by building it into AI image products that they market and sell. In August 2022, Mostaque wrote
23 “Ironically [the] main funding of stability except me is ... artists” (ellipsis in original) followed by
24 “Lol” (internet slang for “laughing out loud”).²

25
26
27 ¹ Narratives Podcast, Sept 2022 (<https://narrativespodcast.com/2022/09/19/112-emad-mostaque-ai-alignment-and-stable-diffusion/>)

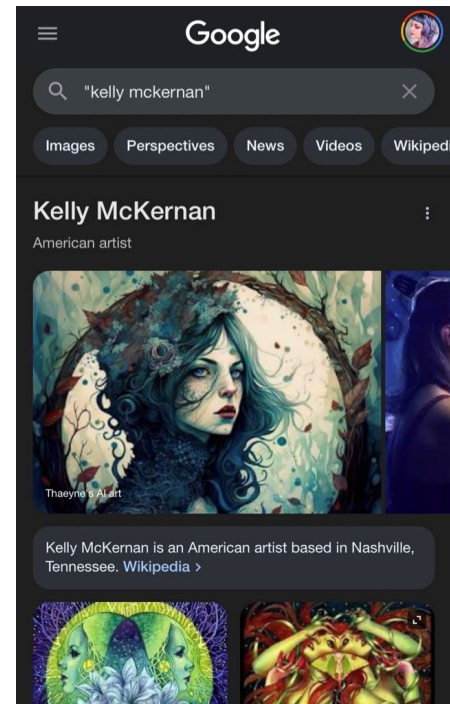
28 ² <https://discord.com/channels/729741769192767510/730095596861521970/1008530914525061190>

1 5. Defendant Midjourney has trained multiple models of its own and deployed them
2 commercially as part of its AI image product. Midjourney has downloaded copies of billions of
3 copyrighted images without permission to train its models—including those belonging to
4 Plaintiffs. It has also copied the Stable Diffusion model and deployed it commercially as part of its
5 AI image product. It sells subscription access to its AI image product.

6 6. Defendant DeviantArt has copied the Stable Diffusion 1.4 model and deployed it
7 commercially as part of a subscription-based AI image product. This model was also trained on
8 billions of training images, many of which were harvested from the artist portfolios hosted on
9 DeviantArt's own website—including certain Plaintiffs.

10 7. Though the Defendants claim to be selling access to AI image products, what
11 they're really selling is copyright infringement as a service. The scale of this misappropriation is
12 staggering and unprecedented, with violations of law happening at every phase: the gathering and
13 copying of the dataset, the training and deployment of the model, and the output images.

14 8. Worst of all, the Defendants hold out their AI image products as being able to
15 create substantially similar substitutes for the very works they
16 were trained on—either specific training images, or images
17 that imitate the trade dress of particular artists—including
18 Plaintiffs. This is already damaging the market for Plaintiffs'
19 artwork and labor, and the art market more broadly.
20 Midjourney, for instance, has repeatedly promoted the use of
21 artist names—including Plaintiffs' names—within text
22 prompts as a means of getting better results. Runway,
23 Stability, and Midjourney also encourage the use of images—
24 including images made by Plaintiffs—as a means of
25 prompting their AI image products. Recently, plaintiff Kelly
26 McKernan was astonished to find that the top internet search



1 result for their name is now an AI-generated image made with Midjourney, prompted with Mx.
2 McKernan's name.³ Without intervention, this is the grim future that awaits many other artists.

3 9. Though Defendants like to describe their AI image products in lofty terms, the
4 reality is grubbier and nastier: AI image products are primarily valued as copyright-laundering
5 devices, promising customers the benefits of art without the costs of artists.

6 10. Plaintiffs seek to end this unprecedented violation of their legal rights before their
7 jobs, their professions, and their creative communities are demolished by Defendants.

8 **II. JURISDICTION AND VENUE**
9

10 11. This Court has subject-matter jurisdiction under 28 U.S.C. § 1331 because this
11 case arises under the Copyright Act (17 U.S.C. § 501) and the Digital Millennium Copyright Act
12 (17 U.S.C. § 1202).

13 12. Jurisdiction and venue are proper in this judicial district under 27 U.S.C.
14 § 1391(c)(2) because defendant Midjourney is headquartered in this district, and thus a
15 substantial part of the events giving rise to Plaintiffs' claims occurred in this District. Each
16 Defendant has transacted business, maintained substantial contacts, or committed overt acts in
17 furtherance of the illegal scheme and conspiracy throughout the United States, including in this
18 District. Defendants' conduct has had the intended and foreseeable effect of causing injury to
19 persons residing in, located in, or doing business throughout the United States, including in this
20 District.

21 13. Under Civil Local Rule 3.2(c) and (e), assignment of this case to the San Francisco
22 Division is proper because defendant Midjourney is headquartered in San Francisco, and thus a
23 substantial part of the events giving rise to Plaintiffs' claims and the interstate trade and
24 commerce involved and affected by Defendants' illegal conduct occurred in this Division.
25
26
27

28 ³ <https://thaeyne.com/2022/12/11/image-in-the-style-of-kelly-mckernan-1/>

1 **III. PLAINTIFFS**

2 14. Sarah Andersen lives in Oregon and owns the copyright in training images shown
3 under her name in **Exhibit A** (showing Plaintiff images in LAION-5B) and **Exhibit B** (showing
4 Plaintiff images in LAION-400M). Ms. Andersen’s copyright registrations for these works are
5 included in **Exhibit C**, which contains copies of Plaintiffs’ copyright registrations.

6 15. Kelly McKernan lives in Tennessee and owns the copyrights in training images
7 shown under their name in Exhibit A. Mx. McKernan is a member of DeviantArt under the name
8 ‘kellymckernan’, which is found in the text caption of some of their works.

9 16. Karla Ortiz lives in California and owns the copyrights in training images shown
10 under her name in Exhibit A. Ms. Ortiz’s copyright registrations for certain works are included in
11 Exhibit C.⁴

12 17. H. Southworth PKA Hawke Southworth lives in Oregon and owns the copyrights
13 in training images shown under his name in Exhibit A. Mr. Southworth is a member of
14 DeviantArt under the name ‘Hauket’, which is found in the text captions of some of his works.

15 18. Grzegorz Rutkowski lives in Poland and owns the copyrights in training images
16 shown under his name in Exhibit A. Mr. Rutkowski is a member of DeviantArt under the name
17 ‘88grzes’, which is found in the text captions of some of his works.

18 19. Gregory Manchess lives in Kentucky and owns the copyrights in training images
19 shown under his name in Exhibit A. Mr. Manchess’s copyright registrations for these works are
20 included in Exhibit C.

21 20. Gerald Brom lives in Georgia and owns the copyrights in training images shown
22 under his name in Exhibit A. Mr. Brom’s copyright registrations for these works are included in
23 Exhibit C.

24 21. Jingna Zhang lives in the state of Washington and owns the copyrights in training
25 images shown under her name in Exhibit A and Exhibit B. Ms. Zhang’s copyright registrations for
26

27 _____
28 ⁴ Ms. Ortiz registered these copyrights after the initial complaint in this action was filed. She does not seek to assert copyright-infringement claims against Stability, Midjourney, or DeviantArt.

1 these works are included in Exhibit C. Ms. Zhang is a member of DeviantArt under the name
2 ‘Zemotion’, which is found in the text captions of some of her works.

3 22. Julia Kaye lives in California and owns the copyrights in training images shown
4 under her name in Exhibit A. Ms. Kaye’s copyright registrations for these works are included in
5 Exhibit C.

6 23. Adam Ellis lives in the state of New York and owns the copyrights in training
7 images shown under his name in Exhibit A. Mr. Ellis’s copyright registrations for certain works
8 are included in Exhibit C.

9 24. The images shown in Exhibit A and Exhibit B are offered as a representative
10 sample of works by Plaintiffs that appear in the LAION datasets, not an exhaustive or complete
11 list. Plaintiffs confirmed that these particular images were in the LAION-5B and LAION-400M
12 datasets respectively by searching for their own names on two websites that allow searching of the
13 LAION datasets: <https://haveibeenentrained.com> and <https://rom1504.github.io/clip-retrieval/>.
14 On information and belief, all of Plaintiffs’ works that were registered as part of the collections in
15 Exhibit C and were online were scraped into one or both of these datasets.

16 25. The registrations shown in Exhibit C are only a partial list of registered copyrights
17 owned by Plaintiffs.

18 26. Given the size of the LAION datasets and the search methodology of
19 <https://haveibeenentrained.com> and <https://rom1504.github.io/clip-retrieval/>, it is possible that
20 there are more examples of Plaintiffs’ works that have yet to be identified. It is also possible that a
21 particular Plaintiff’s work may be included in both datasets even if their works have so far only
22 been identified in one.

23 IV. DEFENDANTS

24 27. Defendant Stability AI Ltd. is a UK corporation with its principal place of business
25 at 88 Notting Hill Gate, London, England, W11 3HP. Stability was founded in 2020 by
26 Mohammad Emad Mostaque, a former hedge-fund manager. Mostaque is currently the Chief
27 Executive Officer of Stability AI. Stability AI also employs Robin Rombach, formerly a member of
28

1 the CompVis research group at Ludwig Maximilian University in Munich, where he was a
2 principal developer of the technology underlying Stable Diffusion.

3 28. Defendant Stability AI, Inc. is a Delaware corporation with its principal place of
4 business at 88 Notting Hill Gate, London, England, W11 3HP. Stability AI Ltd. is a wholly owned
5 subsidiary of Stability AI, Inc.

6 29. Defendant Midjourney, Inc. is a Delaware corporation with its principal place of
7 business at 333 Harrison Street, Apt. 605, San Francisco CA 94105. Midjourney was founded in
8 San Francisco in August 2021 by David Holz, who also serves as CEO.

9 30. Defendant DeviantArt, Inc. is a Delaware corporation with its principal place of
10 business at 100 Gansevoort Street, New York NY 10014. DeviantArt was founded in 2000 by
11 Angelo Sotira, Scott Jarkoff, and Matthew Stephens. In 2017, Wix.com, Inc. acquired
12 DeviantArt. Wix acquired all of DeviantArt's corporate stock for \$36 million. In April 2022, Moti
13 Levy became CEO of DeviantArt.

14 31. Defendant Runway AI, Inc. is a Delaware corporation with its principal place of
15 business at 79 Walker Street, Floor 5, New York NY 10013. Runway was founded in New York in
16 2018 by Anastasis Germanidis, Alejandro Matamala-Ortiz and Cristóbal Valenzuela. Valenzuela
17 is currently the CEO of Runway. Runway also employs Patrick Esser, formerly a member of the
18 CompVis research group at Ludwig Maximilian University in Munich, where he was a principal
19 developer of the technology underlying Stable Diffusion.

20 V. AGENTS AND CO-CONSPIRATORS

21 32. The unlawful acts alleged against the Defendants in this class-action complaint
22 were authorized, ordered, or performed by the Defendants' respective officers, agents,
23 employees, representatives, or shareholders while actively engaged in the management, direction,
24 or control of the Defendants' businesses or affairs. The Defendants' agents operated under the
25 explicit and apparent authority of their principals. Each Defendant, and its subsidiaries, affiliates,
26 and agents operated as a single unified entity.

33. Various persons or firms not named as Defendants may have participated as co-conspirators in the violations alleged herein and may have performed acts and made statements in furtherance thereof. Each acted as the principal, agent, or joint venture of, or for other Defendants with respect to the acts, violations, and common course of conduct alleged herein.

VI. CLASS ALLEGATIONS

A. Class Definitions

34. Plaintiffs bring this action for damages and injunctive relief on behalf of themselves and all others similarly situated as a class action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the following Classes:

“Injunctive Relief Class” under Rule 23(b)(2):

All persons or entities nationalized or domiciled in the United States that own a copyright interest in any work that was used to train any version of an AI image product that was offered directly or incorporated into another product by one or more Defendants during the Class Period.

“Damages Class” under Rule 23(b)(3):

All persons or entities nationalized or domiciled in the United States that own a copyright interest in any work that was used to train any version of an AI image product that was offered directly or incorporated into another product by one or more Defendants during the Class Period.

“LAION-5B Damages Subclass” Under Rule 23(b)(3)

All persons or entities nationalized or domiciled in the United States that own a registered copyright in any work in the LAION-5B dataset that was used to train any version of an AI image product that was offered directly or incorporated into another product by one or more Defendants during the Class Period.

“LAION-400M Damages Subclass” Under Rule 23(b)(3)

All persons or entities nationalized or domiciled in the United States that own a registered copyright in any work in the LAION-400M dataset that was used to train any version of an AI image product that was offered directly or incorporated into another product by one or more Defendants during the Class Period.

“DeviantArt Damages Subclass” under Rule 23(b)(3):

All members of the Damages Class who (1) maintained an account on DeviantArt; (2) posted copyrighted work on DeviantArt; and (3) had that work used to train any version of an AI image product.

1 **“Midjourney Named Artist Class” under Rule 23(b)(3):**

2 All persons or entities who appear on the Midjourney Names List
3 and whose names were invoked within prompts of the Midjourney
Image Product during the Class Period.

4 These “Class Definitions” specifically exclude the following person or entities:

- 5 a. Any of the Defendants named herein;
- 6 b. Any of the Defendants’ co-conspirators;
- 7 c. Any of Defendants’ parent companies, subsidiaries, and affiliates;
- 8 d. Any of Defendants’ officers, directors, management, employees,
9 subsidiaries, affiliates, or agents;
- 10 e. All governmental entities; and
- 11 f. The judges and chambers staff in this case, as well as any members of their
12 immediate families.

13 **B. Numerosity**

14 35. Plaintiffs do not know the exact number of Class members, because such
15 information is in the exclusive control of Defendants. Plaintiffs are informed and believe that
16 there are at least thousands of Class members geographically dispersed throughout the United
17 States such that joinder of all Class members in the prosecution of this action is impracticable.

18 **C. Typicality**

19 36. Plaintiffs’ claims are typical of the claims of their fellow Class members because
20 Plaintiffs’ claims arise out of the same course of conduct from which their injuries result.
21 Plaintiffs and all Class own copyrights in the Works. Plaintiffs and the Class created or owned
22 Works that were published on the internet by themselves or others. The Works were used to train
23 various AI Image Products without permission. Plaintiffs and absent Class members were
24 damaged by this and other wrongful conduct of Defendants as alleged herein. Damages and the
25 other relief sought herein are common to all members of the Class.

1 **D. Commonality & Predominance**

2 37. Numerous questions of law or fact common to the entire Class arise from
3 Defendants' conduct—including, but not limited to those identified below:

4 38. **Direct Copyright Infringement:** Whether Defendants violated the copyrights of
5 Plaintiffs and the Class when they downloaded and stored copies of the Works; Whether
6 Defendants violated the copyrights of Plaintiffs and the Class when they used copies of the Works
7 to train AI Image Products.

8 39. **Vicarious Copyright Infringement:** Whether Defendants violated the copyrights
9 of Plaintiffs and the Class when they distributed their AI Image Products in order to induce,
10 materially contribute, or otherwise encourage users and licensees of their AI Image Products to
11 directly infringe Plaintiffs and Class members' works.

12 40. **DMCA Violations:** Whether Defendants violated the rights of Plaintiffs and the
13 Class by falsely attributing CMI to the models, and also making copies of Plaintiffs and Class
14 members' Works with CMI removed or altered.

15 41. **Lanham Act Violations:** Whether Defendants misappropriated Plaintiffs and
16 Class members' trade dress and distinctive look and feel in violation of the Lanham Act.

17 42. **Common Law Violations:** Whether the use of Plaintiffs and Class members'
18 works to train, develop, and promote Defendants AI Image Products constitute an unjust benefit
19 conferred upon Defendants to Plaintiffs' detriment.

20 43. **Anticipated Defenses:** Whether any affirmative defense excuses Defendants'
21 conduct, including whether some or all of Defendants' conduct is allowed under fair use.

22 44. These and other questions of law and fact are common to the Class and
23 predominate over any questions affecting the Class members individually.

24 **E. Adequacy**

25 45. Plaintiffs will fairly and adequately represent the interests of the Class because
26 they have experienced the same harms as the Class and have no conflicts with any other members
27 of the Class. Furthermore, Plaintiffs have retained sophisticated and competent counsel ("Class
28

1 Counsel”) who are experienced in prosecuting federal and state class actions throughout the
2 United States and other complex litigation and have extensive experience advising clients and
3 litigating intellectual property, competition, contract, and privacy matters.

4 **F. Other Class Considerations**

5 46. Defendants have acted on grounds generally applicable to the Class, thereby
6 making final injunctive relief appropriate with respect to the Class as a whole.

7 47. This class action is superior to alternatives, if any, for the fair and efficient
8 adjudication of this controversy. Prosecuting the claims pleaded herein as a class action will
9 eliminate the possibility of repetitive litigation. There will be no material difficulty in the
10 management of this action as a class action.

11 48. The prosecution of separate actions by individual Class members would create the
12 risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for
13 Defendants.

14 **VII. ARTISTS AND THEIR WORKS**

15 49. Plaintiffs are artists who have created recognized and influential contemporary
16 artwork.

17 50. Creating successful artwork that is recognized and appreciated, let alone for an
18 artist to become financially successful, requires immense dedication, energy, and creativity. An
19 artist may become well-known for a variety of reasons. But at core, each artist is known for the
20 value of their particular expression. As such, it is important for artists to protect their works from
21 being copied or used without their permission.

22 51. Copyright law protects artists’ works from infringement by creating *exclusive*
23 rights of artists to make copies of their works, to make derivative works of their copyrighted
24 works, and to distribute such copies and derivative works, which protects the interests of artists
25 and preserves the incentives for humans to producing art. As recognized by no higher source than
26 the United States Constitution itself, copyright law is intended to “promote the Progress of
27 Science and useful Arts.” By offering artists protection, they can be rewarded for their efforts. In
28

1 accordance with copyright law, many artists, including certain Plaintiffs, register copyrights in
2 their works.

3 52. Artists also protect their works in other ways. One of the most common ways is to
4 affix a distinctive mark, watermark, signature, website URL or other identifying mark to their
5 work. These marks ensure that artists receive credit and recognition for the artwork they have
6 created and serves as a means to manage the use of their work.

7 53. A few examples of Plaintiffs' distinctive marks are below:

8 Ex. A at p. 5 (Plaintiff Brom's signature—lower right corner):



9
10 Ex. A at p. 13 (Plaintiff Brom's personal website URL—lower left corner):



11
12 Ex. A at p. 62 (Plaintiff Zhang's personal website URL—lower-right corner):



13
14 Ex. A at p. 79 (Plaintiff Ortiz's signature—lower-right corner):



15
16 Ex. A at p. 86 (Plaintiff McKernan's mark—lower right corner):



17
18 Ex. A at p. 103 (Plaintiff Andersen's signature—lower right corner):



19
20
21 54. Artists and their livelihoods are facing a new threat, however. AI image products
22 have begun to proliferate. As described more fully herein, these machine-learning models are
23 trained on billions of artworks, many of which are protected either by being registered under the
24 copyright laws, or otherwise designated as protected by, for example, bearing an artist's
25 distinctive mark.

26 55. Machine-learning models depend on massive quantities of high-quality data that is
27 digitally copied without authorization to train the model. The quality of the dataset a model is
28

1 trained on determines the quality of the model itself. The models within AI image products are
2 no different. As a result, the images these models are trained on have an enormous impact on the
3 quality of the models and the outputs they can produce. There are many images that are in the
4 public domain, i.e., images that are not subject to copyright. The developers of many AI image
5 products, however, made the decision to greatly expand the datasets their models are trained on
6 by including billions of protected works. They made this choice because many desirable works are
7 not in the public domain, i.e., are not subject to unfettered use by anyone without consent, credit,
8 or compensation.

9 56. These AI image products compete with the artists whose very works comprise the
10 raw material for the models within the AI image products. Rather than pay or commission an
11 artist to create a particular work, pay an artist for a print or copy of a particular work, or pay for
12 the artist's permission to use the work, now users and licensees of these AI image products
13 merely have to prompt the AI image product using terms—such as an artist's name, or titles of
14 their works—to generate an image indistinguishable from one the artist might've created
15 themselves. Worse, certain users of AI image products have at times abused this “feature” to
16 harass and annoy the artists themselves by making knockoff versions of their artwork and
17 publicizing it.

18 **VIII. THE SOURCE OF THE TRAINING DATASETS: LAION**

19 57. LAION (acronym for “Large-Scale Artificial Intelligence Open Network”) is an
20 organization based in Hamburg, Germany. According to its website, LAION is led by Christoph
21 Schuhmann. LAION's stated goal is “to make large-scale machine learning models, datasets and
22 related code available to the general public.” All of LAION's projects are made available for free.
23 Other members of LAION's current team include Stability engineers Robin Rombach and
24 Katherine Crowson, and Google engineer Romain Beaumont.

25 58. LAION's most well-known projects are the datasets of training images it has
26 released for training machine-learning models, which are now widely used in the AI industry.

1 59. In August 2021, LAION released LAION-400M, a dataset of 400 million training
2 images assembled from images accessible on the public internet. At the time, LAION-400M was
3 the largest freely available dataset of its kind. LAION distributes the LAION-400M dataset to the
4 public through its own website and elsewhere. Information about LAION-400M is available in an
5 accompanying paper by Schuhmann, Beaumont, and others titled “LAION-400M: Open Dataset
6 of CLIP-Filtered 400 Million Image-Text Pairs,” released in November 2021 (hereafter, the
7 “LAION-400M Paper”).⁵

8 60. When one downloads the LAION-400M dataset, one gets a list of metadata
9 records, one for each training image. Each record includes the URL of the image, the image
10 caption, the similarity of the caption and image (as measured by the proximity of their respective
11 CLIP embeddings), a NSFW flag (indicating whether the CLIP embedding of the image suggests
12 that it contains so-called “not safe for work” content), and the width and height of the image.

13 61. The actual images referenced in the LAION-400M dataset records are not
14 included with the dataset. Anyone who wishes to use LAION-400M for training their own
15 machine-learning model must first acquire copies of the actual images from their URLs. To
16 facilitate the copying of these images, LAION provides a software tool called `img2dataset`⁶ that
17 takes the metadata records as input and makes copies of the referenced images from the URLs in
18 each metadata record, thereby creating local copies.

19 62. Training a model with the LAION-400M dataset cannot begin without first using
20 `img2dataset` or another similar tool to download the images in the dataset. Thus, every person
21 or entity that has trained a model on LAION-400M has necessarily made one or more copies of
22 images belonging to Plaintiffs as shown in Exhibit B (Plaintiff images in LAION-400M), either by
23 using `img2dataset` or another tool. These Plaintiffs never authorized any of these LAION
24 dataset users to copy their images or use them for training any models.

25 63. One of the entities that has made unauthorized copies of the LAION-400M
26 training images is LAION itself. According to the LAION-400M Paper, LAION made the dataset

27 _____
⁵ <https://arxiv.org/abs/2111.02114>

28 ⁶ <https://github.com/rom1504/img2dataset>

1 by starting with Common Crawl metadata records. Common Crawl is a corpus of 250 billion web
2 pages copied from the public web, including assets like Plaintiffs’ images
3 (<https://commoncrawl.org/>). The metadata records contain web URLs. According to the
4 LAION-400M Paper, LAION created training images by first “pars[ing] through [the metadata
5 records] from Common Crawl and pars[ing] out all HTML IMG tags containing an alt-text
6 attribute [that is, a text caption].” Then, LAION “download[ed] the raw images from the parsed
7 URLs”. LAION-400M Paper at 3. To ensure that the training images in the dataset had
8 reasonably accurate captions, LAION used a CLIP model to calculate the CLIP embeddings for
9 the image and text of each image–text pair. These two CLIP embeddings were compared to
10 measure how well the text described the image. Image–text pairs with low CLIP-similarity scores
11 were omitted from the dataset.

12 64. Sometime after the release of LAION-400M in August 2021, Stability funded
13 LAION’s creation of a similar dataset, but much larger. In March 2022, Stability CEO Mostaque
14 called himself “the biggest backer of LAION.”⁷ In August 2022, Stability CEO Mostaque said “I
15 funded LAION, underlying dataset for ... stable diffusion.”⁸ (After the initial complaint in this
16 action was filed, Mostaque changed his story, saying “We actually have/had no influence on
17 CompVis or LAION, did not funded [sic] either.”⁹)

18 65. In October 2022, LAION released LAION-5B, a dataset of 5.85 billion training
19 images—more than 14 times bigger than LAION-400M. Information about LAION-5B is
20 available in an accompanying paper called “LAION-5B: An open large-scale dataset for training
21 next generation image-text models,” by Schuhmann, Beaumont, Crowson, and others (hereafter,
22 the “LAION-5B Paper”).¹⁰ According to the LAION-5B Paper, LAION-400M is a subset of
23 LAION-5B, meaning every image in LAION-400M is also in LAION-5B.

24 66. Much like the LAION-400M dataset, when one downloads the LAION-5B
25 dataset, one gets a list of metadata records, one for each training image. Each record includes the

26 ⁷ <https://discord.com/channels/662267976984297473/938713143759216720/954674533942591510>

27 ⁸ <https://twitter.com/EMostaque/status/1559332564787240962>

28 ⁹ <https://twitter.com/EMostaque/status/1629516125150011394>

¹⁰ <https://arxiv.org/abs/2210.08402>

1 URL of the image, the image caption, the similarity of the caption and image (as measured by
2 their respective CLIP embeddings), the width and height of the image, and other metadata fields.
3 Each record also includes a watermark detection score, which indicates the likelihood an image
4 possesses a distinctive mark of a copyright holder, e.g., the artist.

5 67. Just like the LAION-400M dataset, the actual images referenced in the LAION-
6 5B dataset records are not included with the dataset. Anyone who wishes to use LAION-5B for
7 training their own machine-learning model must first acquire copies of the actual images from
8 their URLs. To facilitate the copying of these images, LAION provides a software tool called
9 `img2dataset`¹¹ that takes the metadata records as input and makes copies of the referenced
10 images from the URLs in each record, thereby creating local copies.

11 68. Training a model with the LAION-5B dataset cannot begin without first using
12 `img2dataset` or another similar tool to download the images in the dataset. Thus, every person
13 or entity that has trained a model on LAION-5B has necessarily made one or more copies of
14 images belonging to Plaintiffs as shown in the Exhibit A (Plaintiff images in LAION-5B), either by
15 using `img2dataset` or another tool. These Plaintiffs never authorized any of these LAION
16 dataset users to copy their images or use them for training any models.

17 69. One of the entities that has made unauthorized copies of the LAION-5B training
18 images is LAION itself. According to the LAION-5B Paper, the LAION-5B dataset was built in
19 much the same way as the LAION-400M dataset. First, image-text pairs were assembled by
20 starting with “Common Crawl’s ... metadata files,” extracting URLs of images with captions, and
21 “download[ing] the raw images from the parsed URLs.” LAION-5B Paper at 5. LAION then
22 used a CLIP model to test the CLIP similarity of the image and text, omitting pairs with low
23 similarity.

24 70. The authors of the LAION-5B Paper also included a boldface warning:

25 [W]e strongly recommend that LAION-5B should only be used for
26 academic research purposes in its current form. We advise against
27 any applications in deployed systems without carefully investigating
behavior and possible biases of models trained on LAION-5B.

28 ¹¹ <https://github.com/rom1504/img2dataset>

1 71. Despite this warning that LAION-5B “should only be used for academic research
2 purposes,” all the defendants—Runway, Stability, Midjourney, and DeviantArt—have trained,
3 distributed, promoted, or deployed commercial systems that rely on LAION-5B, directly in
4 contravention of this warning.

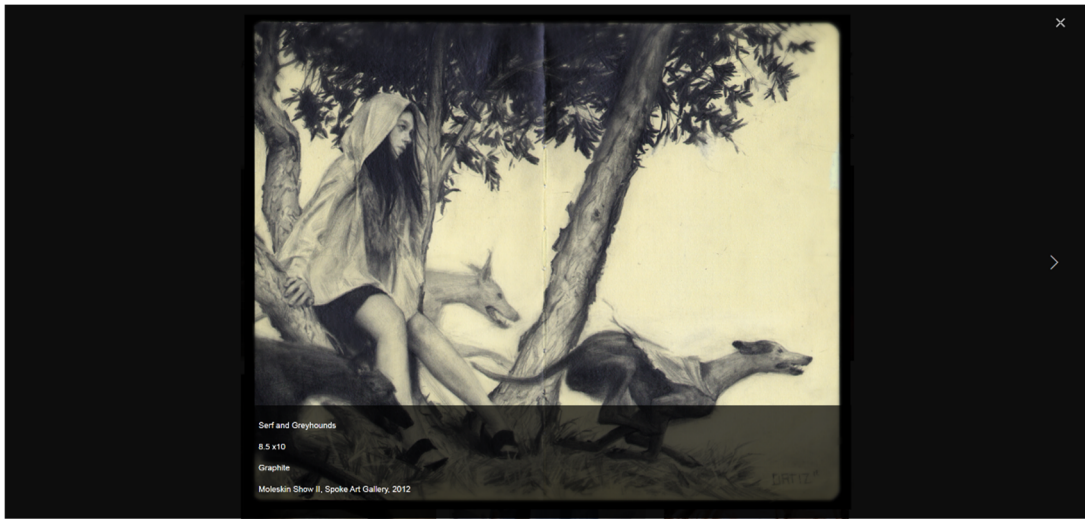
5 72. Though LAION-400M and LAION-5B are often used to train diffusion models,
6 they are used to train other models as well. For instance, Stability sponsored LAION’s creation of
7 OpenCLIP, a CLIP model trained on a subset of images from LAION-5B called LAION-2B
8 consisting of training images with English-language captions.¹² On information and belief,
9 because all the Plaintiff images in Exhibit A (Plaintiff images in LAION-5B) have English-
10 language captions, they are also part of LAION-2B and were thus used to train OpenCLIP. To
11 create OpenCLIP, LAION necessarily had to create one or more copies of these images. Plaintiffs
12 never gave their permission to LAION to copy their images or use them to train OpenCLIP.

13 73. It is possible to search whether a specific image is included in the LAION dataset
14 through the use of the websites <https://haveibeen trained.com> and
15 <https://rom1504.github.io/clip-retrieval/>. These websites use CLIP embeddings to search the
16 LAION datasets to discover whether particular images are included. Based on the size of the
17 datasets, however, and the search methodologies, exact or exhaustive results are not guaranteed
18 for every example of a particular artist’s work.

19
20
21
22
23
24
25
26
27
28

¹² <https://huggingface.co/laion/CLIP-ViT-H-14-laion2B-s32B-b79K>

74. Below is an image hosted on plaintiff Karla Ortiz’s website:



75. A search of the LAION dataset for this image by Ms. Ortiz on <https://rom1504.github.io/clip-retrieval/> may generate the below results:

Backend url: <https://rom1504.github.io/clip-retrieval/>
 Index: laion5B-H-14

0.8704 Serf and Greyhounds 8.5 x10 Graphite Moleskin Show II, Spoke Art Gallery, 2012

0.8637 Karla Ortiz_Concept_Art_1

0.7958 Serf and Greyhounds id 8.5 x10 Graphite Moleskin Show II, Spoke Art Gallery, 2012

0.6608 The Art of Karla Ortiz: Drawing process.

0.6331 ilustración de Jennifer A. Hell

0.6316 I: lynx ladyandbeast

0.6257 ""Vania Zouravliov / Personal Work / Kitsune: slide numbersslide_number1</5>

0.6220

0.6200

0.6196 Theodor Severin

0.6186 ""Czerwony Kapturek"" ilustracja dla dzieci Joanny Concejo

0.6185 shockyou-jma-brice-sketchbooks?

0.6166

0.6156 Borzoi Oil based graphite on Italian laid paper 2015 A meeting of two beings in the woods

Clip retrieval works by converting the text query to a CLIP embedding, then using that embedding to query a km index of clip image embeddings

Display captions
 Display full captions
 Display similarities
 Safe mode
 Remove violence
 Hide duplicate urls
 Hide (near) duplicate images
 Enable aesthetic scoring
 Aesthetic score
 Aesthetic weight
 Search over [image v]
 Search with multilingual clip

This UI may contain results with nudity and is best used by adults. The images are under their own copyright.

76. The caption shown for the first image in the search results of the LAION dataset is exactly the same as the caption shown on Plaintiff Ortiz’s website: “Serf and Greyhounds / 8.5 x 10 Graphite / Moleskin Show II, Spoke Art Gallery, 2012”.

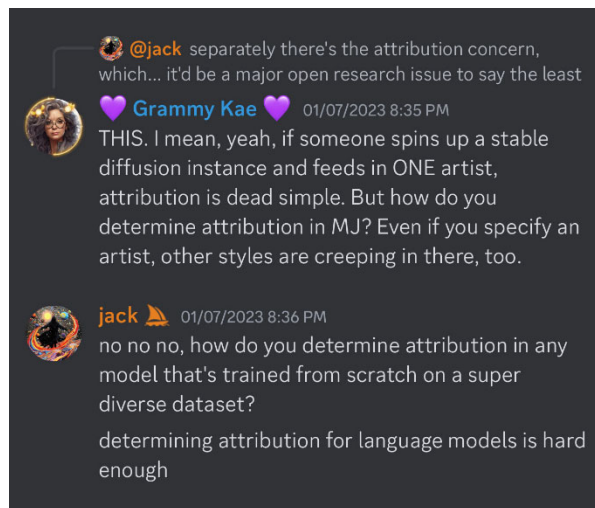
77. Further, inspection of the metadata given by <https://rom1504.github.io/clip-retrieval/> indicates that the image was scraped from the following URL:

<https://images.squarespace-cdn.com/content/v1/510a0982e4b08fd84ce45a43/1359614369317->

1 Q1QXIFKXQCVCO4I62D06/ke17ZwdGBToddI8pDm48kNFwqbaKfT7OPsXFUnn0nBkUqsx
 2 RUqqbr1mOJYKfIPR7LoDQ9mXPOjoJoqy81S2I8N_N4V1vUb5AoIIIbLZhVYxCRW4BPu10St
 3 3TBAUQYVKczZ8BZeDbXUHhGUs_1S_OvE6uym2C-
 4 ge4vqvF4L8FpMvaIRyuEhmGLRxo5gMFxPRT/drawing_serfandhound.jpg, which indicates the
 5 source of the image was Ms. Ortiz's own website. In other words, the metadata indicates that this
 6 image was scraped from Ms. Ortiz's personal website for inclusion into the LAION datasets.

7 78. In this way, the captions included in the training images also function as copyright-
 8 management information. Much as music publisher may search on a streaming platform for
 9 unlawful uses of their work in order to conduct a DMCA strike, artists utilize keywords (for
 10 example, their name) as search terms on <https://haveibeen trained.com> to identify whether their
 11 works have been scraped and used as training material for AI image products.

12 79. The developers of AI image products know the datasets upon which their models
 13 are trained contain copyrighted material. As admitted by Midjourney engineer Jack Gallagher on
 14 Midjourney's Discord server, Midjourney knew that attribution was a difficult issue:



23
 24 80. Stability CEO Emad Mostaque has publicly acknowledged the importance of using
 25 licensed training images, saying that future versions of Stable Diffusion would be based on “fully
 26 licensed” training images.¹³ But so far, Stability has taken no steps to negotiate suitable licenses.

27
 28 ¹³@EMostaque, Twitter (Dec. 15, 2022, 8:03 AM), <https://twitter.com/EMostaque/status/1603390169192833027>.

1 Neither has Runway. Neither has Midjourney. They all just use LAION datasets—with no
2 consent, no credit, and no compensation to the artists.

3 81. In July 2023, the topic of AI training reached the U.S. Senate.¹⁴ During a hearing
4 convened by a subcommittee of the Senate Judiciary Committee, Sen. Mazie Hirono quizzed Ben
5 Brooks, a representative from Stability, about Stability’s position on licensing training data. Sen.
6 Hirono asked directly, “So basically you don’t pay for the data that you put into your—to train
7 your models?” Mr. Brooks replied, “There is no arrangement in place.” Sen. Hirono then turned
8 to plaintiff Karla Ortiz, who was testifying on the same panel. “So you have Ms. Ortiz, who says
9 that that is wrong. Is that correct, Ms. Ortiz?” Ms. Ortiz replied, “A hundred percent, Senator.”

10 IX. HOW AI IMAGE PRODUCTS WORK: CLIP-GUIDED DIFFUSION

11 82. *CLIP-guided diffusion* is a technique that uses two machine-learning models in
12 cooperation. The first is called a *diffusion model*, which generates the image over a sequence of
13 steps. The second is called a *CLIP model*, which converts the user prompt into a form that can be
14 used to nudge the diffusion model closer to a suitable result at each step in the generation process.

15 83. Stable Diffusion is a model that generates images using CLIP-guided diffusion.
16 Therefore, AI image products based on Stable Diffusion—including those offered by Runway,
17 Stability, and DeviantArt—rely on CLIP-guided diffusion as well. In June 2022, a Midjourney
18 developer confirmed on their public message board that “we use clip guided diffusion” too.¹⁵
19 Thus, the description below applies to all the AI image products at issue in this complaint.

20 84. In 2015, the diffusion technique for training a machine-learning model was
21 proposed by a team of researchers led by Jascha Sohl-Dickstein at Stanford University and
22 introduced in their paper “Deep Unsupervised Learning Using Nonequilibrium
23 Thermodynamics.”¹⁶ Though the technique can be applied to any kind of data, the description
24 below uses digital images as an example.

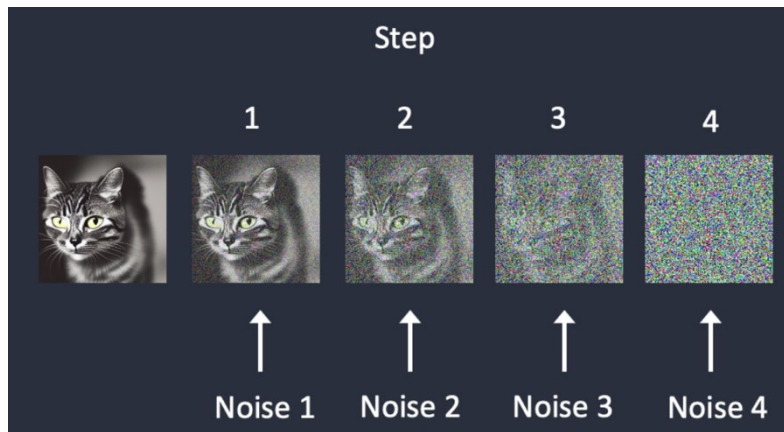
25
26
27 ¹⁴ <https://youtu.be/uoCJun7gkbA?t=3578>

¹⁵ <https://discord.com/channels/662267976984297473/938713143759216720/982136076888068156>

28 ¹⁶ <https://arxiv.org/abs/1503.03585>

85. Diffusion proceeds in two phases. To begin the training phase, initial copies are made of many training images. For each training image, progressively more noise is added over a series of steps. At each step, the model records how the addition of noise changes the image. By the last step, the image has been “diffused” into essentially random noise. A simplified version of this process is shown in the diagram below:¹⁷

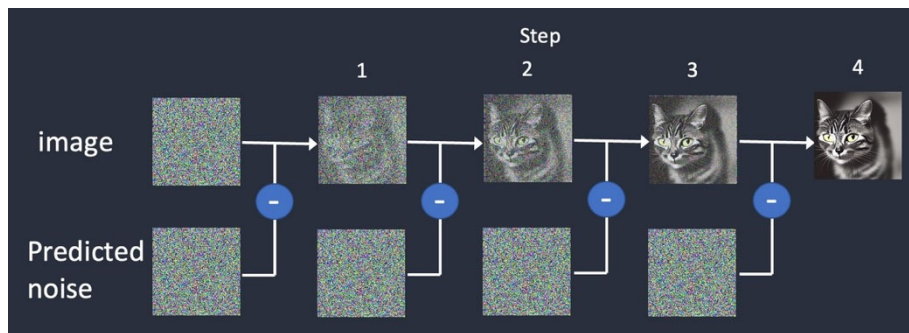
86.



87. The diagram also illustrates that many intermediate copies of a training image are necessarily made during the training process, with increasing amounts of noise added.

88. After the diffusion model is trained, it can perform the second phase of diffusion, which is like the first but reversed. Having recorded the process of turning a certain image into noise over many steps, the model can then run the sequence backwards. Starting with a patch of random noise, the model can then run the sequence backwards. Starting with a patch of random noise, the model applies the steps in reverse order. As it progressively removes noise (or “denoises”) the data, the model is eventually able to reveal that image, as illustrated below:

89.



¹⁷ Noising & denoising illustrations from https://stable-diffusion-art.com/how-stable-diffusion-work/#How_training_is_done

1 90. In sum, diffusion is a way for a machine-learning model to calculate how to
2 reconstruct a copy of its training images. For each training image, a diffusion model finds the
3 sequence of denoising steps to reconstruct that specific image. Then it stores this sequence of
4 steps. In practice, this training would be repeated for many images—likely millions or billions. A
5 diffusion model is then able to reconstruct copies of each training image based on this denoising
6 process. Furthermore, being able to reconstruct copies of the training images is not an incidental
7 side effect. The primary objective of a diffusion model is to reconstruct copies of its training
8 images with maximum accuracy and fidelity. Or in the words of prominent machine-learning
9 researcher Nicholas Carlini, who has studied the behavior of diffusion models: “diffusion models
10 are explicitly trained to reconstruct the training set.”¹⁸

11 91. In December 2020, the diffusion technique was improved by a team of researchers
12 at UC Berkeley led by Jonathan Ho. These ideas were introduced in their paper “Denoising
13 Diffusion Probabilistic Models.”¹⁹

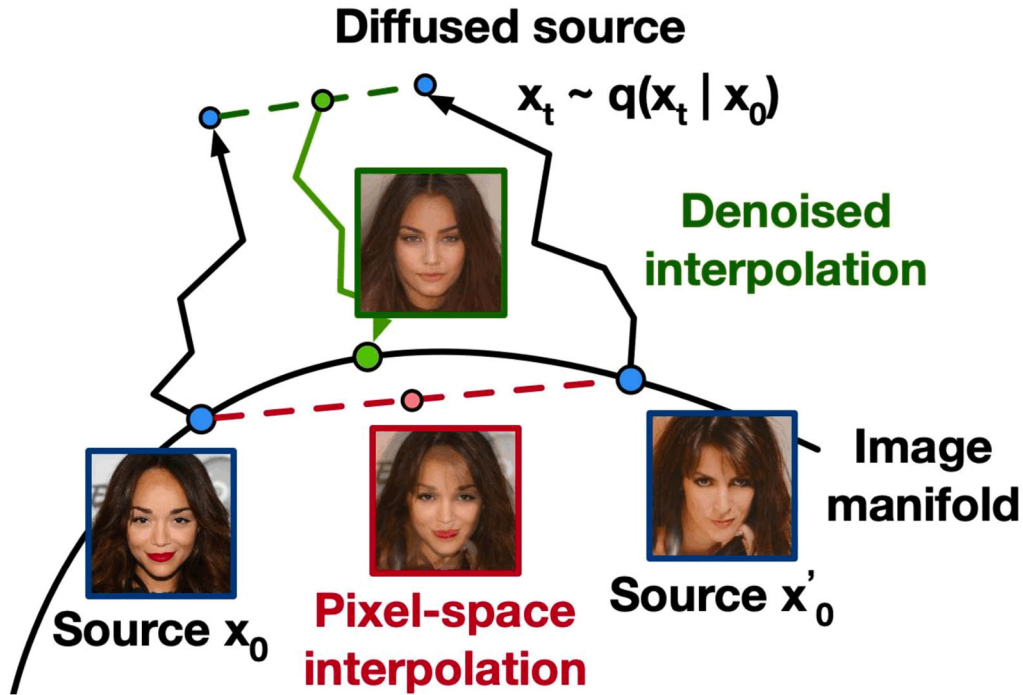
14 92. Ho showed how diffused images could be interpolated—meaning, blended
15 mathematically—to produce new derivative images. Rather than combine two images pixel by
16 pixel—which gives unappealing results—Ho showed how protected expression from training
17 images can be stored in the diffusion model and then interpolated to generate another image.

18 93. The diagram below, taken from Ho’s paper, shows how this process works, and
19 demonstrates the difference in results between interpolating via pixels and interpolating via
20 diffusion and denoising.

27 ¹⁸ “Extracting Training Data from Diffusion Models,” p. 12, available at <https://arxiv.org/abs/2301.13188>

28 ¹⁹ Available from <https://arxiv.org/abs/2006.11239>

94.



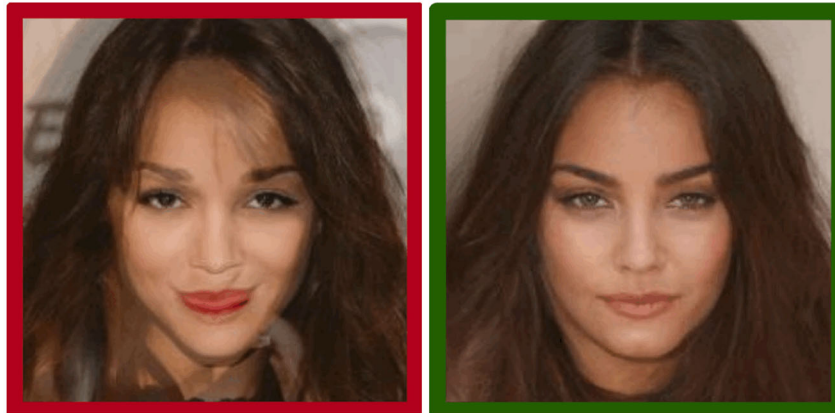
95. In the diagram, two photos are being blended: the photo on the left labeled “Source x_0 ,” and the photo on the right labeled “Source x'_0 .”

96. The image in the red frame has been interpolated pixel by pixel, and is thus labeled “pixel-space interpolation.” This pixel-space interpolation simply looks like two translucent face images stacked on top of each other, not a single convincing face.

97. The image in the green frame, labeled “denoised interpolation,” has been generated differently. In that case, the two source images have been converted into diffused images (illustrated by the crooked black arrows pointing upward toward the label “Diffused source”). Once these diffused images have been interpolated (represented by the green dotted line), the newly interpolated diffused image (represented by the smaller green dot) has been denoised into pixels (a process represented by the crooked green arrow pointing downward to a larger green dot). This process yields the image in the green frame.

98. Compared to the pixel-space interpolation, the difference is apparent: the denoised interpolation looks like a single convincing human face, not an overlay of two faces. An enlarged detail of the two interpolated images is shown below:

1 99.



9 100. Despite the difference in results, these two modes of interpolation are similar in
10 that they both blend protected expression from the source images, but using different techniques.

11 101. In April 2022, the diffusion technique was further improved by a team of
12 researchers led by Robin Rombach at Ludwig Maximilian University of Munich. These ideas
13 were introduced in his paper “High-Resolution Image Synthesis with Latent Diffusion
14 Models.”²⁰ (Rombach is currently employed by Stability as a developer of Stable Diffusion.)

15 102. Rombach’s diffusion technique offered one key improvement over previous efforts.
16 Rombach devised a way to supplement the denoising process with extra information, a technique
17 called *conditioning*. One common tool for conditioning is a *prompt*, which is text or image provided
18 by a user that might describe elements of the image, e.g.—“a dog wearing a baseball cap while
19 eating ice cream.” As the denoising process proceeds, the conditioning data is used to nudge the
20 denoising process closer to the desired result.

21 103. Though in principle, conditioning data can come from a variety of sources, in the
22 AI image products at issue in this complaint, the conditioning data is provided by a *CLIP model*.

23 104. In 2021, researchers from OpenAI introduced the idea of a CLIP model in a paper
24 called “Learning Transferable Visual Models From Natural Language Supervision.”²¹ A CLIP
25 model quantifies the semantic correlation between images and captions.

26

27

²⁰ <https://arxiv.org/abs/2112.10752>

²¹ <https://arxiv.org/abs/2103.00020>

1 105. “CLIP” stands for “contrastive language–image pretraining.” This connotes the
2 idea that during training, a CLIP model learns to correlate images and captions by ingesting
3 protected expression from training images along with their text captions. Whereas a diffusion
4 model learns to generate actual images, the CLIP model learns to correlate images and captions.
5 An image is meaningless to a CLIP model without its accompanying text caption. These images
6 and their text captions are colloquially known as an “image-text pair” or “text-image pair” (or in
7 this complaint, a training image).

8 106. These captions are often generated by the artists themselves. For example, when
9 an artist uploads an image to their personal website, they may include a caption that describes the
10 image and also identifies themselves as a way of managing the image’s use. Examples of training
11 images showing both image and caption are included in Exhibit A (Plaintiff images in LAION-5B)
12 and Exhibit B (Plaintiff images in LAION-400M) attached hereto.

13 107. Like a diffusion model, a CLIP model is trained by copying and ingesting a huge
14 number of training images—on the scale of hundreds of millions or billions. Though a diffusion
15 model cooperates with a CLIP model in CLIP-guided diffusion, the two models are trained
16 separately. They may be trained on the same training dataset. But this is not required.

17 108. For instance, by copying and ingesting a diverse set of images of dogs that have
18 “dog” in the caption, the CLIP model will learn to correlate the word “dog” more strongly with
19 images containing what humans perceive as dogs, and less with images of other things. The
20 success of CLIP training depends on the training images having accurate captions. If all images of
21 dogs are labeled “cat,” then the CLIP model will make incorrect correlations. The CLIP model
22 has no visual or other knowledge of the world that allows it to make these correlations. It is
23 entirely dependent on the captions.

24 109. Consistent with this behavior, a CLIP model that is exposed to training images
25 with a certain artist’s name in the caption—say, plaintiff Grzegorz Rutkowski—will learn to
26 associate the work of Mr. Rutkowski with the caption “Grzegorz Rutkowski.”
27
28

1 110. The CLIP model is able to do this by converting both images and text captions into
2 a common intermediate format called a *CLIP embedding*. The embedding is a list of numbers
3 representing a point in a geometric space. To use an analogy, a CLIP embedding is like an x-y
4 coordinate in the two-dimensional plane, but with many more dimensions. To find out how well a
5 particular image matches a particular caption, one converts both into their respective CLIP
6 embeddings and measures the proximity of the CLIP embeddings within this geometric space.
7 When the CLIP embeddings are closer together, it means there is a stronger semantic correlation
8 between the image and the caption. In general, there is no human-intelligible meaning of the
9 numbers in a CLIP embedding. They are only intelligible to the CLIP model.

10 111. In an AI image product, the role of a CLIP model is to guide the diffusion model
11 toward the user's intended result. For example, if a user includes the word "dog" in the text
12 prompt, first the CLIP model converts the prompt into a CLIP embedding. Then, as the diffusion
13 model iteratively denoises the image, the CLIP embedding is used as conditioning data, nudging
14 the image-denoising process toward a more dog-like result. Similarly, if a user includes the name
15 of plaintiff "Grzegorz Rutkowski" in the text prompt, then as the diffusion model iteratively
16 denoises the image, the CLIP embedding for the phrase "Grzegorz Rutkowski" nudges the
17 image-denoising process toward a more Rutkowski-like result.

18 112. Certain words and phrases have stronger correlations within CLIP models. For
19 example, artist names are particularly influential when included in a prompt. Indeed, users of AI
20 image products quite often use an artist's name to get a particular result. Defendants actively
21 promote such use.

22 113. As mentioned at the beginning of this section, this combination of a CLIP model
23 and diffusion model is called *CLIP-guided diffusion*, and is used by all the AI image products at
24 issue in this complaint.

25 114. Because a CLIP embedding can be generated from either text or an image, an AI
26 image product that relies on CLIP-guided diffusion can be prompted with either text or image,
27 since either can be converted into a CLIP embedding. Image prompts, however, tend to produce
28

1 more precise and descriptive CLIP embeddings. Thus, image prompting has become an
2 increasingly prominent feature in AI image products, because it allows finer control of the
3 prompting process.

4 115. To recap, an AI image product that works based on CLIP-guided diffusion
5 contains two models that cooperate: a CLIP model and a diffusion model. Initially, the CLIP
6 model is trained on a dataset of training images and learns to relate the semantic meaning of
7 images and associated text through an intermediate format called a CLIP embedding. The
8 diffusion model is also trained on a dataset of training images, and learns how to take a patch of
9 noise and “denoise” it to reveal an image. These trained models are deployed as part of the AI
10 image product. When a user submits a prompt to the AI image product—either text, image, or a
11 combination—the CLIP model converts this prompt to an embedding. The embedding is then
12 used as conditioning data as the diffusion model progressively generates the image through
13 denoising. The image that emerges at the end of the denoising process is presented to the user as
14 the output.

15 **X. PROTECTED EXPRESSION FROM TRAINING IMAGES IS COPIED,**
16 **COMPRESSED, STORED, AND INTERPOLATED BY DIFFUSION MODELS**

17 116. As mentioned above, training a diffusion model requires vast numbers of training
18 images—often billions. When the training process is complete, a diffusion model is then able to
19 reconstruct copies of each training image. Furthermore, being able to reconstruct copies of the
20 training images is not an incidental side effect. The primary objective of a diffusion model is to
21 reconstruct copies of its training images with maximum accuracy and fidelity.

22 117. Consistent with this, a machine-learning model—including a diffusion model—
23 can be conceptualized as an evolution of the database. As described by François Chollet, Google
24 machine-learning researcher and author of the book *Deep Learning with Python*, “Deep learning
25 takes data points and turns them into a query-able structure that **enables retrieval and**
26 **interpolation between the points**. You could think of it as a continuous generalization of
27 database technology. ... Because it is analogous to a database, the usefulness of a deep learning
28

1 system depends entirely on the data points it was constructed with. **You get back what you put**
2 **in (or interpolations of the same).**”²² (Emphases added.)

3 118. With the phrase “continuous generalization of database technology,” Chollet is
4 contrasting a traditional database, which stores its data in discrete records, with a machine-
5 learning model, which treats its data as sitting on a continuous geometric surface, called a
6 *manifold*. The manifold is a mathematical construct discovered by the model during training, and
7 represents the “information space” of the training data. By representing training data in a
8 continuous rather than discrete manner, a machine-learning model permits flexible operations of
9 data, such as measuring the proximity of data points, and as Chollet notes, “retrieval and
10 interpolation” of data points. Furthermore, because the representations of the training data on
11 the manifold are simplified compared to their original form, the model essentially uses the
12 manifold to accomplish compression of the training dataset.

13 119. Though the framing of machine learning as a form of data compression has been
14 resisted by some, research shows an ever-stronger connection between the two, and between
15 diffusion models and compression in particular. In November 2023, a team of machine-learning
16 researchers led by Yaodong Yu at UC Berkeley published a paper called “White-Box
17 Transformers via Sparse Rate Reduction: Compression Is All There Is?”²³ (Below, the “Yu
18 Paper”.) In their paper, the authors describe in detail a strong mathematical and experimental
19 correspondence between diffusion models and data compression, and conclude by saying (italics
20 in original, bold emphasis added):

21
22
23
24
25
26
27
28

²² <https://twitter.com/fchollet/status/1563153087514419206>

²³ <https://arxiv.org/abs/2311.13110>

1 [W]e hope that this work ... help[s] clarify the ultimate capabilities
 2 of modern artificial intelligence (AI) systems ... Just as with all other
 3 natural phenomena or technical innovations that were once “black
 4 boxes” to people, significant confusion and anxiety is arising in
 5 society about the potential or implications of emerging new AI
 6 systems, including ... large image generation models such as
 7 Midjourney ... From the perspective of this work ... **these large
 8 models are unlikely to do anything beyond purely mechanical
 9 data compression (encoding) and interpolation (decoding)**. That
 10 is, this work suggests that for these existing large AI models,
 11 however magical and mysterious they might appear to be:
 12 *Compression is all there is.*

13 Yu Paper at 53.

14 120. In public statements, Stability CEO Emad Mostaque and Stability itself have
 15 repeatedly and consistently characterized Stable Diffusion as a compressed copy of its training
 16 images. Some examples are listed below (emphases added):

17 121. In August 2022, Mostaque described Stable Diffusion in a recorded interview:
 18 “What happens is you take 250 thousand gigabytes of images and you **compress it down** to X
 19 gigabytes. We’ll share the details soon. But it’s surprisingly small.”

20 122. In August 2022, Mostaque described Stable Diffusion in another recorded
 21 interview: “It’s worth taking a step back and thinking about how crazy insane this is: we took a
 22 hundred terabytes of data—a hundred thousand thousand megabytes of images—2 billion of
 23 them—and we **squished it down** to a 2–4 gigabyte file. And that file can create everything that
 24 you’ve seen. That’s insane, right? That’s about **as compressed as you can get.**”

25 123. In August 2022, Stability said in its launch announcement for Stable Diffusion that
 26 it “is the culmination of many hours of collective effort to create a single file that **compresses the
 27 visual information** of humanity into a few gigabytes.”²⁴

28 124. In September 2022, Mostaque said in a podcast interview: “Stable Diffusion is the
 model itself. ... We took 100,000 gigabytes of images and **compressed it** to a two-gigabyte file that
 can recreate any of those and iterations of those.”²⁵

²⁴ <https://stability.ai/blog/stable-diffusion-public-release>

²⁵ <https://narrativespodcast.com/2022/09/19/112-emad-mostaque-ai-alignment-and-stable-diffusion/>

1 125. In January 2023, Mostaque said in a podcast interview: “We took 100,000
2 gigabytes of image-label pairs—2 billion images—and created a 1.6 gigabyte file ... that **basically**
3 **compresses the visual information** of a snapshot of the internet.”²⁶

4 126. In February 2023, Mostaque said in a podcast interview: “We’ve created the **most**
5 **efficient compression** in the world.”²⁷

6 127. In May 2023, Mostaque said to a tech journalist that Stable Diffusion is “a
7 hundred thousand gigabytes of **images compressed** to a two-gigabyte file.”²⁸

8 128. Though the estimated quantity of training images and size of the model has varied
9 in these statements by Mostaque and Stability, the core message has been consistent: Stable
10 Diffusion is a “compressed” version of its training images that can be used to “recreate any of
11 those [images] and iterations of those.”

12 129. The subject of whether diffusion models store copies of protected expression from
13 their training images is an active area of research in the AI field. So far the answer is: yes they do,
14 and as the models get larger, so does their capacity to store such copies (that is, “memorize”).

15 130. This topic was explored in a January 2023 paper called “Extracting Training Data
16 from Diffusion Models” by Nicholas Carlini of Google and others.²⁹ (Below, the “Carlini
17 Paper”.) Carlini is one of the world’s leading AI researchers. He often studies the security of
18 machine-learning models, in particular issues related to the privacy and security of training data
19 after it has been ingested into the model.

20 131. According to Carlini, “[t]he appeal of generative diffusion models is rooted in their
21 ability to synthesize novel images that are ostensibly unlike anything in the training set.” But
22 Carlini notes that “diffusion models are explicitly trained to reconstruct the training set.” Carlini
23 Paper at 12. Based on further experiments, Carlini concludes “that state-of-the-art diffusion
24 models *do* memorize and regenerate individual training examples.” Carlini Paper at 1.

25
26 ²⁶ <https://www.youtube.com/watch?v=jgTv2W0mUP0>

27 ²⁷ <https://sarahguo.com/blog/emadmostaque>

28 ²⁸ <https://www.zdnet.com/article/why-open-source-is-essential-to-allaying-ai-fears-according-to-stability-ai-founder/>

²⁹ <https://arxiv.org/abs/2301.13188>

132. Carlini’s experiment involved supplying text prompts to Stable Diffusion 1.4 to see if the prompts could elicit images essentially identical to those found in the training dataset. In many instances Carlini was able to coax Stable Diffusion 1.4 to output copies of its training images. An example from the paper is shown below, comparing certain training images with images output by Stable Diffusion. In each case, the image in the “Original” line is a training image; the image directly below in the “Generated” line is an image output from Stable Diffusion. As Carlini notes, the generated images are nearly identical to the training images:

133.



134. Based on these tests with Stable Diffusion and another diffusion model, Carlini concludes that storage of copies of training images “is pervasive in large diffusion models—and that ... extraction [of these stored copies] is feasible.” Carlini Paper at 7. Carlini concludes that “diffusion models memorize and regenerate individual training images ... and more useful diffusion models memorize more than weaker diffusion models. This suggests that the vulnerability of generative image models may grow over time.” Carlini Paper at 15.

135. Carlini also poses a question: “[d]o large-scale models work by generating novel output, or do they just copy and interpolate between individual training examples?” Carlini Paper at 15. He concludes that “because our attacks [i.e., attempts to elicit stored copies of training images] succeed, this question remains open.” Carlini Paper at 15. François Chollet has taken an even stronger position, saying that “It’s accurate that generative art models create new content by recombining images from their training data.”³⁰ Yaodong Yu concurs, stating “large image generation models ... are unlikely to do anything beyond purely mechanical data compression (encoding) and interpolation (decoding).” Yu Paper at 53.

³⁰ <https://twitter.com/fchollet/status/1600230516934209536>

1 136. Carlini notes that a limitation of his experiment is that it relied on a very strict
2 “definition of ‘memorization’: whether diffusion models can be induced to generate” essentially
3 identical copies of certain training images “when prompted with appropriate instructions.”
4 Carlini Paper at 4. Carlini says later: “[o]ur work highlights the difficulty in defining *memorization*
5 ... a more comprehensive analysis will be necessary to accurately capture more nuanced
6 definitions of memorization that allow for more human-aligned notions of data copying.” Carlini
7 Paper at 15.

8 137. On information and belief, had Carlini adopted a more “human-aligned” standard
9 of visual correspondence—say, output images that were merely substantially similar to training
10 images—his experiment would’ve yielded many more successful results.

11 138. In May 2023, researcher Ryan Webster extended Carlini’s research in this
12 direction in a paper called “A Reproducible Extraction of Training Images from Diffusion
13 Models.”³¹ Webster found that by using a less strict technique for detecting stored copies of
14 training images, more instances of stored copies could be discovered. Webster tested several
15 diffusion models, including Stable Diffusion 2.0 and version 4 of the Midjourney Model, and
16 found stored copies of training images within all of them.

17 139. Carlini’s paper tested Stable Diffusion version 1.4, which had fewer than a billion
18 parameters. (A *parameter* is a single numerical value that a model learns during training, and
19 models with more parameters are considered “larger” than those with fewer.) But in July 2023,
20 Stability released Stable Diffusion XL 1.0, which has 3.5 billion parameters. On information and
21 belief, based on Carlini’s theory that larger models are more likely to “memorize and regenerate
22 individual training images,” a model like Stable Diffusion XL 1.0 is even more likely to exhibit this
23 behavior than the version 1.4 that Carlini tested.

24 140. More broadly, over time, AI image products are tending to adopt models with
25 more parameters, and thus, according to Carlini’s theory, these models are only getting better at
26 storing copies of training images and regenerating them in whole or in part.

27
28 ³¹ <https://arxiv.org/abs/2305.08694>

1 141. A related topic was explored in a July 2023 paper called “Measuring the Success
2 of Diffusion Models at Imitating Human Artists”³² by Stephen Casper of MIT and others.
3 (Below, the “Casper Paper”.)

4 142. Starting with a list of 70 artist names, Casper supplied prompts to Stable Diffusion
5 version 1.5 in the form of “artwork from [name of artist]” to produce output images. Casper then
6 passed these images into a CLIP model to see whether it could correctly predict the artist being
7 imitated.

8 143. Casper found that the CLIP model “classified 81.0% of the generated images as
9 works made by artists whose names were used to generated them ... Overall, these results suggest
10 that Stable Diffusion has a broad-ranging ability to imitate the style of individual artists.” Casper
11 Paper at 3.

12 144. In sum—based on work by leading AI researchers, AI image products are only
13 getting better and better at storing copies of training images and can even produce images
14 indistinguishable from those created by a specific artist in the training dataset.

15 145. Carlini’s paper shows that diffusion models—and Stable Diffusion in particular—
16 have the ability to store copies of protected expression from training images and later regenerate
17 it. Moreover, diffusion models have an increasing propensity to do so as they get larger, leading to
18 a stronger inference that these models generate output merely by “copy[ing] and interpolat[ing]
19 between individual training” images. Carlini Paper at 15.

20 146. Casper’s paper shows another effect of this propensity to store copies of protected
21 expression from training images: diffusion models—and Stable Diffusion in particular—are
22 exceptionally good at creating convincing images resembling the work of specific artists if the
23 artist’s name is provided in the prompt. Casper Paper at 3.

24 147. Stable Diffusion is held out as an “open-source” program. But in the hands of
25 Runway and Stability, the term “open source” is more of a marketing and competitive gimmick
26 than a substantive virtue, intended mostly to ensure the widest distribution of Stable Diffusion,
27

28 ³² <https://arxiv.org/pdf/2307.04028.pdf>.

1 and the economic opportunities that result. David Widder and others strongly criticized this
 2 corruption of the traditional meaning of “open source” in an August 2023 paper called “Open
 3 (for Business): Big Tech, Concentrated Power, and the Political Economy of Open API”³³
 4 (emphasis added below):

5 As a rule, ‘open’ refers to systems that offer transparency,
 6 reusability, and extensibility—they can be scrutinized, reused, and
 7 built on. ... we also find that marketing around openness and
 8 investment in (somewhat) open AI systems is being leveraged by
 9 powerful companies to bolster their positions in the face of growing
 10 interest in AI regulation. And that some companies have moved to
 11 embrace ‘open’ AI as a mechanism to entrench dominance, using the
 12 rhetoric of ‘open’ AI to expand market power, and investing in
 13 ‘open’ AI efforts in ways that allow them to set standards of
 14 development while benefiting from the free labor of open source
 15 contributors ... **Companies like ... Stability AI offer open source
 16 AI models to their customers and the public. Their business
 17 models rely not on licensing proprietary models themselves, but
 18 on charging for extra features and services on top of open
 19 models,** features such as API access, model training on custom data,
 20 and security and technical support as a paid service to clients ...

21 Widder at 11.

22 148. If one downloads the Stable Diffusion 2.0 model from Stability via GitHub,³⁴ one
 23 does not get everything one needs to operate Stable Diffusion 2.0, let alone train a comparable
 24 model from scratch. Rather, one gets a set of scripts (mostly written in Python) and configuration
 25 files for generating images using a weights file (not included, some assembly required). A *weights*
 26 file is a binary file that encodes all the information that the model captured during training by
 27 copying protected expression from training images. An example of a Stable Diffusion weights file
 28 is available at <https://huggingface.co/stabilityai/stable-diffusion-2/blob/main/768-v-ema.ckpt>.
 This is a mass of binary data that is meaningful when accessed via the Stable Diffusion scripts,
 but otherwise not intelligible to humans. In that way, the weights file has a status similar to that of
 a videogame cartridge or DVD—it contains protected expression that can be perceived only with
 the aid of a device (in this case, the accompanying software scripts), which can only be seen when
 interacted with using the appropriate device, for example, a videogame console or a DVD player.

³³ https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4543807

³⁴ <https://github.com/Stability-AI/stablediffusion>

1 In other words, simply because certain code for a particular model is labeled “open source” does
2 not mean one can meaningfully interrogate the model or experiment with it. All the value of the
3 model is encapsulated in the weights file, and a weights file is unintelligible to human beings.

4 149. For this reason, the most direct method of interrogating a model is to generate
5 output images with an AI image product containing that model.

6 150. The behaviors of diffusion models described in the Carlini Paper and the Casper
7 Paper can be observed in the output of the AI image products offered by Stability, Runway, and
8 Midjourney when prompted with Plaintiffs’ names and images, as shown in the next sections.

9 **XI. EXAMPLES OF TEXT PROMPTS USING PLAINTIFF NAMES IN AI IMAGE**
10 **PRODUCTS OFFERED BY STABILITY, RUNWAY, AND MIDJOURNEY**

11 151. What follows are examples from the current versions of image products offered by
12 Stability, Runway, and Midjourney (as of November 2023) showing the results of text prompts
13 invoking the names of certain Plaintiffs.

14 152. As mentioned below, Plaintiffs have found at least one instance where a defendant
15 (Stability) has apparently adjusted the behavior of its AI image product to make prompting with
16 Plaintiffs’ names more difficult, possibly in response to filing the initial complaint in this action.
17 At this juncture, it is impossible for Plaintiffs to know the full scope of measures that Defendants
18 may have adopted in their AI image products to frustrate Plaintiffs’ investigation of the claims in
19 this complaint.

20 153. On information and belief, each Defendant is able to control the output of their
21 specific AI image products, including prohibiting the use of certain keywords in prompts. In this
22 way, Defendants can exercise control over the behavior of their AI image products.

23 154. **Stability:** Stability makes the current version of Stable Diffusion available through
24 an online AI image product called DreamStudio (<https://beta.dreamstudio.ai>). DreamStudio was
25 used to make the text-prompt examples below. The version of the Stable Diffusion model made
26 available in DreamStudio is called Stable Diffusion XL 1.0. This version of Stable Diffusion was
27 trained on the Plaintiff works in Exhibit A.
28

1 155. Plaintiffs Sarah Andersen, Kelly McKernan, and Karla Ortiz cannot show samples
2 of DreamStudio images with their names in the text prompts because their names have been
3 blocked since the initial complaint in this action was filed. Using one of these three names in
4 DreamStudio produces the error “Something isn’t quite right with your prompts.” Before
5 Plaintiffs Andersen, McKernan and Ortiz filed their initial complaint, however, their names could
6 be used as prompts to generate images.

7 156. On information and belief, Stability has blocked these names deliberately within its
8 DreamStudio app as a response to Ms. Andersen, Mx. McKernan, and Ms. Ortiz that is intended
9 to thwart investigation of their claims against Stability.

10 157. Plaintiff Grzegorz Rutkowski cannot show samples of Stable Diffusion images with
11 his name in prompts. Due to the massive popularity of his name in Stable Diffusion prompts—
12 one report estimated Mr. Rutkowski’s name had been invoked “over 400,000 times”³⁵—Mr.
13 Rutkowski was also removed as a possible prompt.

14 158. Still, despite Stability’s attempt to inhibit use of artist names in prompts,
15 demonstrative output can still be elicited. The text-prompt examples for Stable Diffusion that
16 appear below rely on the names of three plaintiffs who have not been blocked: Gregory Manchess,
17 Gerald Brom, and Jingna Zhang.

18 159. Each of these artists has a distinctive artistic style that can be seen in the examples
19 of their work included in Exhibit A:

- 20 a. Gregory Manchess is known for his classic oil paintings distinguished by
21 their handcrafted brushwork, calligraphic style, and realistic themes.
- 22 b. Gerald Brom is known for his gritty, dark, fantasy images that combine
23 classical realism, gothic, and countercultural aesthetics.
- 24 c. Jingna Zhang is known for her painterly and romantic photography, with
25 special attention to color, movement, and props. (Many of the subjects of
26

27
28 ³⁵ See “Greg Rutkowski Was Removed From Stable Diffusion, But AI Artists Brought Him Back,”
<https://decrypt.co/150575/greg-rutkowski-removed-from-stable-diffusion-but-brought-back-by-ai-artists>

1 Ms. Zhang’s photographs happen to be Asian, a fact that is incidental to
2 her work, but affects diffusion models in a peculiar way.)

3 160. The examples below appear in **Exhibit D: Stability text prompts**. To reveal the
4 effect of an artist’s name on a text prompt, each artist’s name is combined with a single word
5 representing a generic subject. For these examples, the subjects “chef” and “teacher” have been
6 used. Any differences between the output for each text prompt must therefore be attributable to
7 the influence of the artist’s name on the prompt.

8 161. The first set of Stability text prompts consists of “*chef*,” “*gregory manchess chef*,”
9 “*gerald brom chef*,” and “*jingna zhang chef*.” Exhibit D, pp. 1–4. The initial “*chef*” prompt shows
10 what Stable Diffusion produces by default, without an artist name in the prompt. The Manchess-
11 inspired chefs are rendered in the calligraphic brushwork characteristic of Mr. Manchess’s oil
12 paintings. The Brom-inspired chefs have a gothic and countercultural air, including one serving a
13 shrunken skull, like a typical artwork by Mr. Brom. The Zhang-inspired chefs are Asian and
14 rendered photographically, like many of Ms. Zhang’s images. In each case, the addition of the
15 artist name causes the generic term “chef” to be rendered in a manner characteristic of the artist.

16 162. The next set of Stability text prompts consists of “*teacher*,” “*gregory manchess*
17 *teacher*,” “*gerald brom teacher*,” and “*jingna zhang teacher*.” Exhibit D, pp. 5–8. The initial
18 “*teacher*” prompt shows what Stable Diffusion produces by default, without an artist name in the
19 prompt. The Manchess-inspired teachers are rendered in calligraphic brushwork with realistic
20 settings, as frequently found in the artwork of Mr. Manchess. The Brom-inspired teachers are
21 demonic, and feature images of weapons and skulls, like a characteristic artwork by Mr. Brom.
22 The Zhang-inspired teachers are Asian and rendered photographically, like many of Ms. Zhang’s
23 images. As with “chef,” the addition of the artist name causes the generic term “teacher” to be
24 rendered in a manner characteristic of the artist. Furthermore, the changes provoked by the
25 insertion of the artist name are comparable for both “chef” and “teacher.”

26 163. **Runway:** Runway makes a text-to-image generator available via its online AI image
27 product called AI Magic Tools (<https://app.runwayml.com/>). This online app was used to make
28

1 the text-prompt examples below. On information and belief, Runway’s AI Magic Tools app uses
2 Stable Diffusion 1.5, because Runway trained that version of Stable Diffusion, and trained it on
3 the Plaintiff works in Exhibit A.

4 164. The examples below appear in **Exhibit E: Runway text prompts**.

5 165. The text-prompt examples for Runway use the same three plaintiffs as before—
6 Gregory Manchess, Gerald Brom, and Jingna Zhang—and also Kelly McKernan and Sarah
7 Andersen, who have not been blocked in Runway prompts.

8 166. Like the other three artists, Mx. McKernan and Ms. Andersen also have
9 distinctive styles:

- 10 a. Kelly McKernan is known for their colorful, flowing, Art Nouveau-inspired
11 images that frequently feature female-presenting subjects and intricate
12 backgrounds.
- 13 b. Sarah Andersen is known for her black & white comic, “Sarah’s
14 Scribbles,” whose main character is a young woman with dark hair, large
15 eyes, and a striped shirt.

16 167. The first set of Runway text prompts consists of “*chef*,” “*gregory manchess chef*,”
17 “*gerald brom chef*,” “*jingna zhang chef*,” “*kelly mckernan chef*,” and “*sarah andersen chef*.” Exhibit
18 E, pp. 1–4. The initial “*chef*” prompt shows what the Runway image product produces by default,
19 without an artist name in the prompt. Much like the Stability results, the Manchess-inspired
20 chefs are rendered in the calligraphic brushwork characteristic of Mr. Manchess’s oil paintings.
21 The Brom-inspired chefs have a gothic and countercultural air, with skulls hanging in the
22 background of one image, typical of artworks by Mr. Brom. The Zhang-inspired chefs are Asian
23 and rendered photographically, like many of Ms. Zhang’s subjects. The McKernan-inspired chefs
24 feature colorful female-presenting faces with elaborate hair and decorations, commonly found in
25 Mx. McKernan’s work. The Andersen-inspired chefs are all obvious variations on the main
26 character of Ms. Andersen’s celebrated comic “Sarah’s Scribbles,” and two of the images even
27 include the panels common in Ms. Andersen’s work.

1 168. The next set of Runway text prompts consists of “*teacher*,” “*gregory manchess*
2 *teacher*,” “*gerald brom teacher*,” “*jingna zhang teacher*,” “*kelly mckernan teacher*,” and “*sarah*
3 *andersen teacher*.” Exhibit E, pp. 5–8. The initial “*teacher*” prompt shows what the Runway image
4 product produces by default, without an artist name in the prompt. Much like the Stability
5 results, the Manchess-inspired teachers are rendered in calligraphic brushwork with realistic
6 settings, common in the work of Mr. Manchess. The Brom-inspired teachers are fantastic,
7 otherworldly creatures, resembling those often found in Mr. Brom’s work. The Zhang-inspired
8 teachers are Asian and rendered photographically, like many of Ms. Zhang’s subjects. The
9 McKernan-inspired teachers feature colorful female-presenting faces with elaborate hair and
10 decorations, as often seen in Mx. McKernan’s work. The Andersen-inspired teachers are all
11 obvious variations on the main character of Ms. Andersen’s comic “Sarah’s Scribbles,” and two
12 of the images even include the panels common in Ms. Andersen’s work.

13 169. **Midjourney:** Midjourney makes the current version of its AI image product
14 available through an online discussion service called Discord (<https://discord.com>).
15 Midjourney’s AI image product is also called “Midjourney.” Thus, for clarity below, the
16 Midjourney AI image product as presented via Discord will be called the **Midjourney Image**
17 **Product**. The text-prompt examples below were made using the Midjourney Image Product.
18 Because the Midjourney Image Product incorporates both Stable Diffusion as an underlying
19 model as well as a custom model trained by Midjourney, this latter model will be called the
20 **Midjourney Model**.

21 170. The version of the Midjourney Model made available in the current Midjourney
22 Image Product is version 5.2. On information and belief, this version of the Midjourney Model
23 was trained on the Plaintiff works in Exhibit A. This is the default model used by the Midjourney
24 Image Product. Midjourney Model 5.2 was used to make the examples below.

25 171. The examples below appear in **Exhibit F: Midjourney text prompts**.

26
27
28

1 172. The text-prompt examples for Midjourney use the same five plaintiffs as before—
2 Gregory Manchess, Gerald Brom, Jingna Zhang, Kelly McKernan, and Sarah Andersen, who
3 have not been blocked in Midjourney prompts.

4 173. By default, the Midjourney Model layers onto every output image what it calls the
5 “Midjourney default aesthetic.” Because this “default aesthetic” is an overbaked visual style
6 supplied by designers at Midjourney, not the training images, it has been turned off in the
7 examples below by appending “--style raw” to each prompt listed, thereby more accurately
8 revealing the style changes that arise from changing the artist names.

9 174. The first set of Midjourney text prompts consists of “*chef*,” “*gregory manchess*
10 *chef*,” “*gerald brom chef*,” “*jingna zhang chef*,” “*kelly mckernan chef*,” and “*sarah andersen chef*.”
11 Exhibit F, pp. 1–6. The initial “*chef*” prompt shows what the Midjourney Model produces by
12 default, without an artist name in the prompt. Much like the Stability results, the Manchess-
13 inspired chefs are rendered in the calligraphic brushwork characteristic of Mr. Manchess’s oil
14 paintings. The Brom-inspired chefs have a gothic and countercultural air, including several
15 fantastic creatures, typical of artworks by Mr. Brom. The Zhang-inspired chefs are Asian and
16 rendered photographically, like many of Ms. Zhang’s works. The McKernan-inspired chefs
17 feature colorful female-presenting faces with elaborate hair and decorations, commonly found in
18 Mx. McKernan’s work. The Andersen-inspired chefs are all obvious variations on the main
19 character of Ms. Andersen’s celebrated comic “Sarah’s Scribbles.”

20 175. The next set of Midjourney text prompts consists of “*teacher*,” “*gregory manchess*
21 *teacher*,” “*gerald brom teacher*,” “*jingna zhang teacher*,” “*kelly mckernan teacher*,” and “*sarah*
22 *andersen teacher*.” Exhibit F, pp. 7–12. The initial “*teacher*” prompt shows what the Midjourney
23 Model produces by default, without an artist name in the prompt. Much like the Stability results,
24 the Manchess-inspired teachers are rendered in calligraphic brushwork with realistic settings,
25 common in the work of Mr. Manchess. The Brom-inspired teachers are demonic, and feature
26 images of skulls, common motifs in Mr. Brom’s work. The Zhang-inspired teachers are Asian and
27 rendered photographically, like many of Ms. Zhang’s images. The McKernan-inspired teachers
28

1 feature colorful female-presenting faces with elaborate hair and decorations, as often seen in Mx.
2 McKernan's work. The Andersen-inspired teachers are all obvious variations on the main
3 character of Ms. Andersen's comic "Sarah's Scribbles."

4 176. In sum, Stability's diffusion model (Stable Diffusion XL 1.0), Runway's diffusion
5 model (inferred to be Stable Diffusion 1.5), and the Midjourney Model version 5.2 demonstrate
6 behavior similar to that described in the Casper research paper: by adding a certain artist name to
7 a prompt, one can consistently elicit characteristic elements of that artist's body of work in the
8 output images, allowing the creation of unlimited output images that are substantially similar to,
9 and could be mistaken for those of the original artist. These results are consistent between
10 prompts and between models. This strongly suggests that the Stable Diffusion XL, the Runway
11 model, and the Midjourney Model store copies of protected expression after copying and
12 ingesting training images.

13 **XII. EXAMPLES OF IMAGE PROMPTS USING PLAINTIFF IMAGES**
14 **IN AI IMAGE PRODUCTS OFFERED BY STABILITY, RUNWAY,**
15 **AND MIDJOURNEY**

16 177. What follows are examples from the current versions of AI image products offered
17 by Stability, Runway, and Midjourney (as of November 2023) showing the results of prompting
18 these AI image products with the works of certain Plaintiffs that appear in the LAION-5B dataset.

19 178. These examples demonstrate an even more precise way of prompting an AI image
20 product: through image prompts. As explained above, systems based on CLIP-guided diffusion
21 use a CLIP model to convert each text prompt to a numerical descriptor called a CLIP
22 embedding, which in turn guides the diffusion process as the image emerges. When AI image
23 products were first released, users would provide a text prompt as input, which was converted
24 into a CLIP embedding.

25 179. But a CLIP model can also produce a CLIP embedding from an image. Thus, an
26 image prompt for an AI image product works the same way as a text prompt, but with an image
27 rather than text as the initial user input that produces the CLIP embedding. The CLIP
28 embedding does not directly represent text or image data.

1 180. **Stability:** The first set of image-prompt examples were made with a Stability AI
2 image product called Reimagine XL, released in May 2023. Reimagine XL is built atop the Stable
3 Diffusion XL model that was also used for the text-prompt examples in the previous section. The
4 difference is that Reimagine XL accepts image prompts rather than text prompts. As Stability
5 explains³⁶ (emphasis added below)—

6 The classical text-to-image Stable Diffusion XL model is trained to
7 be conditioned on text inputs. [Reimagine XL] replaces the original
8 text encoder with an image encoder. So instead of generating images
9 based on text input, images are generated from an image. ... This
10 approach produces similar-looking images with different details and
11 compositions. Unlike the image-to-image algorithm, **the source
12 image is first fully encoded, so the generator does not use a single
13 pixel from the original** one!

14 181. The emphasized text is key: “not ... a single pixel” from the input image is being
15 passed into the model, just a higher-level numerical description of the image in the form of a
16 CLIP embedding. Stability emphasizes that every image output by Reimagine XL is freshly
17 generated with its own “details and composition” and promises output images that are merely
18 “similar.”

19 182. Carlini’s research indicated that large diffusion models like Stable Diffusion XL
20 have a greater propensity for storing copies of protected expression from training images.

21 183. **Exhibit G: Stability image prompts** contains examples of prompting Reimagine
22 XL with training images from Exhibit A (Plaintiff images in LAION-5B). These training images
23 were made by plaintiffs Gerald Brom, Gregory Manchess, Grzegorz Rutkowski, Hawke
24 Southworth, Jingna Zhang, Karla Ortiz, Kelly McKernan, and Sarah Andersen.

25 184. On each page of this exhibit, the original training image is positioned in the upper
26 left; the other three images are output images. In every case, the output images are not merely
27 similar to the training image, but substantially similar—in some cases startlingly so. On
28 information and belief, because Stability says “not ... a single pixel” from the input image is being
passed into Stable Diffusion XL (via the Reimagine XL image product), it would not be possible

³⁶ <https://clipdrop.co/stable-diffusion-reimagine>

1 for Stable Diffusion XL to produce output images substantially similar to the training images
2 unless it had stored copies of protected expression from those training images, and the CLIP
3 embedding generated from the image prompt was eliciting the output of this copied expression.

4 185. **Runway:** The next set of image-prompt examples were made with Runway’s AI
5 Magic Tools using its “Image Variation” feature. On information and belief, based on the output
6 of this tool, it works in a manner similar to Stability’s Reimagine XL: none of the pixels of the
7 input image are retained, but rather a CLIP embedding is generated from the input image, which
8 guides the subsequent diffusion process.

9 186. **Exhibit H: Runway image prompts** contains examples of prompting Runway’s
10 Image Variation tool with training images from Exhibit A (Plaintiff images in LAION-5B). These
11 training images were made by plaintiffs Gerald Brom, Gregory Manchess, Grzegorz Rutkowski,
12 Hawke Southworth, Jingna Zhang, Karla Ortiz, and Kelly McKernan.

13 187. On each page of this exhibit, the original training image is positioned in the upper
14 left; the other three images are output images. In every case, the output images are not merely
15 similar to the training image, but substantially similar. On information and belief, it would not be
16 possible for the Runway Image Variation tool to produce output images substantially similar to
17 the training images unless it had stored copies of protected expression from those training images,
18 and the CLIP embedding generated from the image prompt was eliciting the output of this copied
19 expression.

20 188. **Midjourney:** The next set of image-prompt examples were made with Midjourney
21 using its image-prompting feature. This feature was released by Midjourney one day after the
22 initial complaint in this action was filed. According to Midjourney CEO David Holz, this feature
23 does not copy pixels from the input, but rather “looks at the ‘concepts’ and ‘vibes’ of your images
24 and merges them together into novel interpretations.”³⁷ According to Midjourney’s
25 documentation, using an image as a prompt merely “influence[s] a Job’s composition, style, and
26 colors.”³⁸

27 _____
³⁷ <https://discord.com/channels/662267976984297473/952771221915840552/1064031587735445546>

28 ³⁸ <https://docs.midjourney.com/docs/image-prompts>

1 189. **Exhibit I: Midjourney image prompts** contains examples of prompting
2 Midjourney with training images from Exhibit A (Plaintiff images in LAION-5B). These training
3 images were made by plaintiffs Gerald Brom, Gregory Manchess, Grzegorz Rutkowski, Hawke
4 Southworth, Jingna Zhang, Karla Ortiz, and Kelly McKernan. Midjourney requires that an image
5 prompt be accompanied by a text prompt, so in these cases, each image prompt was
6 supplemented by the artist name. Each prompt was also supplemented with the command `--iw
7 2` to ensure that the image portion of the prompt was treated as the primary part (where “iw”
8 means “image weight”), thereby maximizing “the ‘concepts’ and ‘vibes’” derived from the
9 image.

10 190. On each page of this exhibit, the original training image is positioned in the upper
11 left; the other three images are output images. In every case, the output images are not merely
12 similar to the training image, but substantially similar. On information and belief, since
13 Midjourney says only “‘concepts’ and ‘vibes’” are being taken from the input image, it would not
14 be possible for the Midjourney Model to produce output images substantially similar to the
15 training images unless it had stored copies of protected expression from those training images,
16 and the CLIP embedding generated from the image prompt was eliciting the output of this copied
17 expression.

18 191. In sum, the models offered by Stability, Runway, and Midjourney demonstrate
19 behavior apparently similar to that described in the Carlini paper: by using a sufficiently precise
20 CLIP embedding as conditioning, one can consistently elicit protected expression from a training
21 image, allowing the creation of unlimited output images that could be mistaken for copies of the
22 training images. These results are consistent between prompts and between models.

23 192. Taken together, these examples of text prompting and image prompting strongly
24 imply that diffusion models like the ones shown above store copies of protected expression from
25 copying and ingesting training images.
26
27
28

1 193. Further, because the makers of these AI image products allow users and licensees
2 to generate copies based on uploaded images and promote their models' ability to do so, the
3 proliferation of CLIP models invite further infringement.

4 194. The models also create visually similar copies based on original work with
5 copyright-management information removed or altered.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 195. In this example (Ex. G at p. 2), the original image is in the top-left quadrant.
2 Plaintiff Brom's CMI in the form of the URL for his personal website is clearly visible. None of
3 the visually similar copies of the original image generated by the Stable Diffusion XL model
4 contained the original CMI.



1 196. In this example (Ex. G at p. 13), the original image is in the top left. Plaintiff
2 Zhang’s CMI in the form of the URL for her personal website is clearly visible in bottom right
3 corner. The Stable Diffusion model again generated visually similar copies of the work without its
4 CMI.



1 197. In this example (Ex. G at p. 15), the original image is on the left. Plaintiff Ortiz's
2 CMI in the form of her signature is visible on the bottom right. The Stable Diffusion model
3 generated visually similar copies, including the one depicted which plainly showed Plaintiff
4 Ortiz's CMI altered on the bottom-left corner of the image.



1 198. In this example (Ex. H at p. 2), the original image is on the left. Plaintiff Brom's
2 CMI in the form of the URL for his personal website is clearly visible. The Runway model
3 generated visually similar copies, including the one depicted with Plaintiff Brom's CMI removed.
4



16
17 199. In this example (Ex. H at p. 12), the original image is on the left. Plaintiff Zhang's
18 CMI in the form of the URL for her personal website is clearly visible in the bottom-left of the
19 image. The Runway model generated visually similar copies, including the one depicted to the
20 right, with Plaintiff Zhang's CMI removed.
21
22
23
24
25
26
27
28



200. In each of these examples, the copies generated by the AI image product could not have been generated but for copying the original image which included CMI by operation of the processes described herein.

XIII. USER AND LICENSEE ACTIVITY

201. What is described herein is not hypothetical—individuals have and are using the AI image products to create images that mimic and imitate Plaintiffs and Class members’ work. Further, users and licensees, with assistance from Defendants, track and update the specific artists (including Plaintiffs) which the AI image products are able to mimic or imitate.

202. Midjourney Image Product users and licensees maintain a spreadsheet that features community-created images and tracks the specific artists that the Midjourney Image Product can successfully mimic or imitate. The list includes thousands of artists and tracks user- and licensee-generated works using artist names as prompts for various versions of the Midjourney Model. Plaintiffs listed in the Midjourney community-generated spreadsheet include Sarah Andersen, Gerald Brom, Gregory Manchess, Kelly McKernan, and Jingna Zhang.

203. An AI image product user posted onto the internet a purported study representing “[a] collection of images from Midjourney that demonstrate the recognized artist styles and their

1 results on Midjourney (v4 model).”³⁹ The purpose of the post was, in the words of the user, to
2 “help decide the style to invoke when prompting the AI to create your desired images. The user
3 used the following prompt into Midjourney “Art by <artist name>.” Included in the study were
4 several Plaintiffs including Sarah Andersen, Kelly McKernan and Jingna Zhang.

5 204. That same individual later posted an “artist study” wherein the individual used
6 the prompt “art by<artist>” with a “negative prompt” of “blurry, soft, low quality”; the artist’s
7 name as the only change in the prompt into Stable Diffusion XL.⁴⁰ As demonstrated by the user,
8 “[t]he prompt was straight forward ‘art by <artist>’ which would get the SDXL mode [sic] to
9 emulate the style and creations of that artists [sic].” Included in this artist study were several of
10 the Plaintiffs including Sarah Andersen, Gerald Brom, Kelly McKernan, Karla Ortiz and Jingna
11 Zhang.

12 205. Another example involves users conducting “Artist Style Studies” using “Stable
13 Diffusion V1”.⁴¹ The user input a series of six prompts, where in prompt 1-3 included “a portrait
14 of a character in a scenic environment by [artist]” and prompts 4-6 included “a building in a
15 stunning landscape by [artist].” This particular study includes over 1781 artists to date, and
16 includes a form to recommend other artist names to input. Plaintiffs who have been included in
17 this study include Plaintiffs Andersen, Brom, McKernan, Ortiz, and Zhang.

18 206. Similar artist studies exist for the Runway Models, including compilations of
19 artists whose names were confirmed to be recognized by Stable Diffusion 1.5 and other Runway
20 Models, i.e., artists who the Runway Models were capable of mimicking or imitating.

21 207. As these example images show, users of AI image products are employing
22 machine-learning models to create output that is indistinguishable from works created by
23 Plaintiffs and Class Members. Users are doing so with the intent of emulating the artist’s work
24 without any of the compensation or credit that would typically be required if an individual wants
25 to commission an artist to create artwork.

26 ³⁹ <https://weirdwonderfulai.art/resources/artist-styles-on-midjourney-v4/>

27 ⁴⁰ <https://weirdwonderfulai.art/resources/stable-diffusion-xl-sd-xl-artist-study/>

28 ⁴¹

<https://proximacentaurib.notion.site/e28a4f8d97724f14a784a538b8589e7d?v=42948fd8f45c4d47a0edfc4b78937474>

1 208. This is not done without assistance by Defendants. Defendants each materially
2 assist by distributing the models themselves. As described herein, Defendants also encourage the
3 use of specific artist names—including Plaintiffs—as text prompts in order to adduce artwork
4 indistinguishable from Plaintiffs’ from the AI Image Products.

5 **XIV.DEFINITIONS FOR THE CAUSES OF ACTION**

6 209. The term **Statutory Copy** denotes the definition of *copies* in 17 U.S.C. § 101 of the
7 U.S. Copyright Act: “material objects ... in which a work is fixed by any method ... and from
8 which the work can be perceived, reproduced, or otherwise communicated, either directly or with
9 the aid of a machine or device.”

10 210. The term **Statutory Derivative Work** denotes the definition of *derivative work* in
11 17 U.S.C. § 101 of the U.S. Copyright Act: “a work based upon one or more preexisting works,
12 such as ... [an] abridgment, condensation, or any other form in which a work may be recast,
13 transformed, or adapted.”

14 211. The term **LAION-5B Works** denotes the works in Exhibit A, all of which are part
15 of the LAION-5B dataset. Each Plaintiff is the author of one or more of the LAION-5B Works.
16 The Plaintiffs hold the exclusive rights to their respective LAION-5B Works under 17 U.S.C.
17 § 106, including the rights to make Statutory Copies, prepare Statutory Derivative Works, and
18 distribute both Statutory Copies and Statutory Derivative Works.

19 212. The term **LAION-5B Registered Works** denotes the subset of works in the
20 LAION-5B Works that are covered by registered copyrights.

21 213. The term **LAION-5B Registered Plaintiffs** denotes the subset of plaintiffs who
22 hold copyrights in these LAION-5B Registered Works that were registered before the filing of the
23 initial complaint in this action, namely Sarah Andersen, Jingna Zhang, Gerald Brom, Gregory
24 Manchess, Julia Kaye, and Adam Ellis.

25 **XV.CAUSES OF ACTION AGAINST STABILITY**

26 214. Between April and November 2022, Stability trained an image model called Stable
27 Diffusion 2.0. According to Stability, “The model developers used the following dataset for
28

1 training the model: LAION-5B and subsets 5B” (see [https://huggingface.co/stabilityai/stable-](https://huggingface.co/stabilityai/stable-diffusion-2#training)
2 [diffusion-2#training](https://huggingface.co/stabilityai/stable-diffusion-2#training)).

3 215. Between November 2022 and July 2023, Stability trained an image model called
4 Stable Diffusion XL 1.0. On information and belief, Stable Diffusion XL is also trained on
5 LAION-5B, because Stability has funded LAION and used LAION datasets for all its previous
6 models. AI chipmaker NVIDIA features Stable Diffusion XL as one of its “AI Foundation
7 Models.” On its information page for Stable Diffusion XL, the training dataset is listed as
8 LAION-5B.⁴²

9 216. Because LAION-5B is an openly accessible dataset, Stability knew the LAION-5B
10 dataset contained copyrighted works, including those of the LAION-5B Registered Plaintiffs.
11 Additionally, because the LAION-5B dataset contains detection scores for watermarks and
12 because CMI is ubiquitous in art, Stability also knew that the LAION-5B dataset contained
13 copyrighted works with CMI affixed to them.

14 217. The LAION-5B Registered Works are included in the LAION-5B dataset.
15 Therefore, Stability used the LAION-5B Registered Works for training. Below, the term **Stability**
16 **Models** refers to all models trained by Stability on the LAION-5B Registered Works, including
17 Stable Diffusion 2.0 and Stable Diffusion XL 1.0.

18 218. Since the filing of Plaintiffs Andersen, McKernan, and Ortiz’s initial complaint,
19 Stability has changed the behavior of the Stability models. Plaintiffs Andersen, McKernan and
20 Ortiz’s names can no longer be used as prompts. Plaintiff Rutkowski’s name has similarly been
21 blocked as a prompt. As demonstrated herein, however, each of their names have been used in the
22 past with Stability Models to generate work that mimicked their works.

23
24
25
26
27
28

⁴² See <https://catalog.ngc.nvidia.com/orgs/nvidia/teams/ai-foundation/models/sdxl/overview>

COUNT ONE

**Direct copyright infringement of the LAION-5B Registered Works
by training the Stability Models, including Stable Diffusion 2.0 and Stable Diffusion XL 1.0
against Stability
on behalf of the LAION-5B Registered Plaintiffs and Damages Subclass**

219. The preceding factual allegations are incorporated by reference.

220. The LAION-5B Registered Plaintiffs never authorized Stability to use their respective LAION-5B Registered Works in any way. Nevertheless, Stability repeatedly violated the exclusive rights (under 17 U.S.C. § 106) of the LAION-5B Registered Plaintiffs and continues to do so today.

221. The LAION-5B dataset contains only URLs of training images, not the actual training images. Therefore, anyone who wishes to use LAION-5B for training their own machine-learning model must first acquire copies of the actual training images from their URLs using the img2dataset or other similar tool. Consistent with this, in preparation for training the Stability Models, Stability made one or more Statutory Copies of the LAION-5B Registered Works so they could be fed to each Stability Model as training data. The Statutory Copies made of each registered work were substantially similar to that registered work.

222. During the training of each Stability Model, Stability made a series of intermediate Statutory Copies of the LAION-5B Registered Works. For instance, diffusion models are trained by creating “noised” copies of training images, as described herein, all of which qualify as Statutory Copies. The intermediate Statutory Copies of each registered work that Stability made during training of the Stability Models were substantially similar to that registered work.

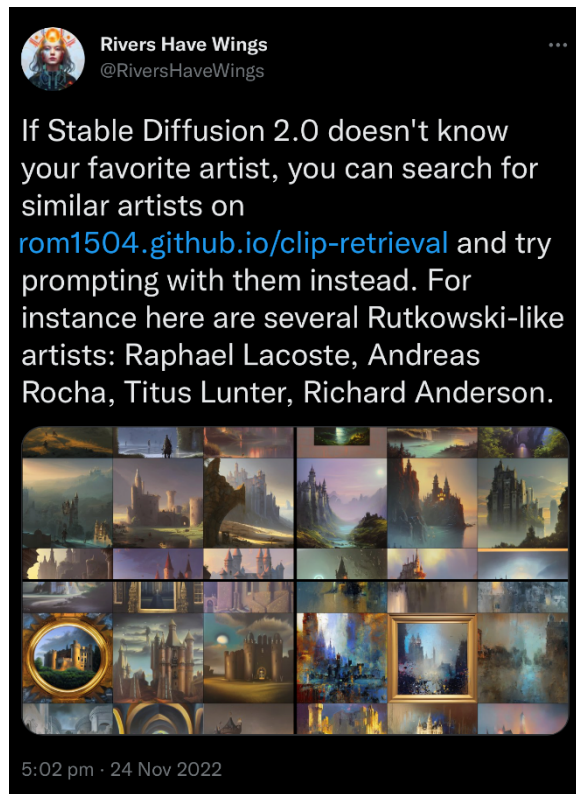
223. By the end of training, Stable Diffusion XL 1.0 was capable of reproducing protected expression from each of the LAION-5B Registered Works that was in each case substantially similar to that registered work, as shown in **Exhibit D: Stability text prompts** and **Exhibit G: Stability image prompts**. Therefore, Stable Diffusion XL 1.0 qualifies as an infringing Statutory Copy of the LAION-5B Registered Works. Because Stable Diffusion XL 1.0

1 represented a transformation of the LAION-5B Registered Works into an alternative form, Stable
2 Diffusion XL 1.0 also qualifies as an infringing Statutory Derivative Work.

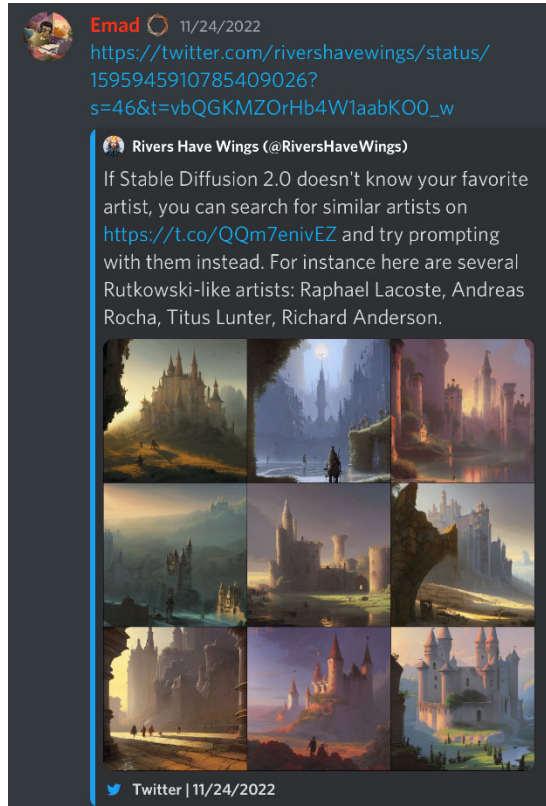
3 224. Executives and high-level employees of Stability know that one of the most
4 attractive features of the Stability models is its ability to mimic and copy artists' works, including
5 Plaintiffs. As such, they routinely advertise the Stability Models' ability to mimic artwork.

6 225. For example, once Stability prohibited the use of Plaintiff Rutkowski's name as a
7 prompt, Stability's employees and executives encouraged the use of similar artist names in lieu of
8 Plaintiff Rutkowski's in order to achieve similar results.

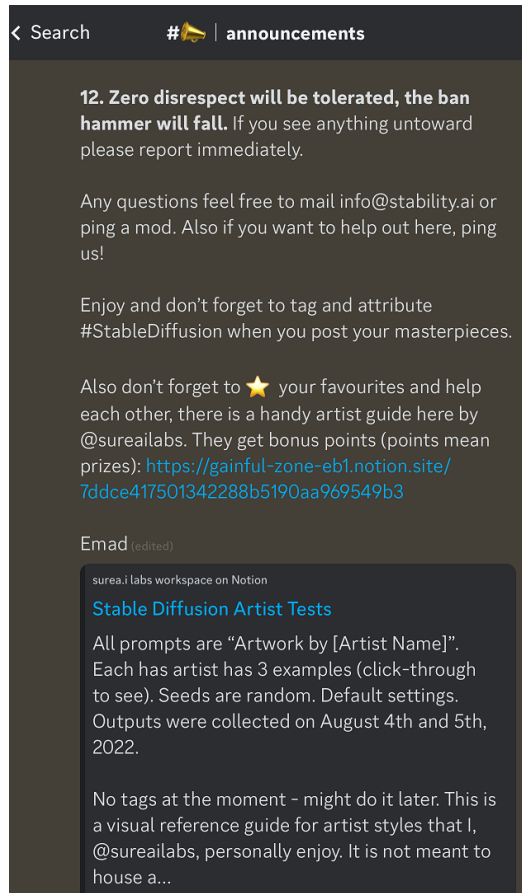
9 226. For example, Katherine Crowson, a principal researcher at Stability AI tweeted
10 the following on November 24, 2022:



1 227. Emad Mostaque, Stability’s CEO retweeted Crowson’s advice:



15 228. Stability also maintains a Discord channel where executives routinely offered
16 resources to users including encouragement to use artist names as prompts:



229. On information and belief, the other Stability Models exhibit the same properties, because they were trained on the same LAION-5B dataset.

230. Since November 2022, Stability has distributed Stable Diffusion 2.0 to the public, for instance via websites like GitHub (see, e.g., <https://github.com/Stability-AI/stablediffusion>) and Hugging Face (see, e.g., <https://huggingface.co/stabilityai/stable-diffusion-2>). Since July 2023, Stability has distributed Stable Diffusion XL 1.0 to the public, for instance via websites like GitHub (see, e.g., <https://github.com/Stability-AI/generative-models>) and Hugging Face (see, e.g., <https://huggingface.co/stabilityai/stable-diffusion-xl-base-1.0>). In so doing, Stability infringed the exclusive distribution rights of the LAION-5B Registered Plaintiffs.

231. The LAION-5B Registered Plaintiffs have been and continue to be injured by Stability's multiple acts of direct copyright infringement. These plaintiffs are entitled to statutory damages, actual damages, restitution of profits, and other remedies provided by law.

COUNT TWO

**Inducement of copyright infringement
by distributing Stable Diffusion 2.0 and Stable Diffusion XL 1.0 for free
against Stability
on behalf of the LAION-5B Registered Plaintiffs and Damages Subclass**

232. The preceding factual allegations are incorporated by reference.

233. Stability distributes Stable Diffusion 2.0 and Stable Diffusion XL 1.0 under the MIT License, which allows anyone to download, use, and deploy the Stability Models for free, for instance, via websites like GitHub (see <https://github.com/Stability-AI/stablediffusion>) and Hugging Face (see <https://huggingface.co/stabilityai/stable-diffusion-2>).

234. Stable Diffusion 2.0 and Stable Diffusion XL 1.0 violate the exclusive rights (under 17 U.S.C. § 106) of the LAION-5B Registered Plaintiffs. Therefore, anyone who in fact downloads, uses, or deploys Stable Diffusion 2.0 or Stable Diffusion XL 1.0 is engaged in infringing activity.

235. Stability has made a material contribution to this infringing activity by creating Stable Diffusion 2.0 and Stable Diffusion XL 1.0 and then distributing them for free.

236. Stability intends to cause further infringement with Stable Diffusion 2.0 and Stable Diffusion XL 1.0. In an interview in September 2022, Stability CEO Emad Mostaque said: “So Stable Diffusion is the model itself. It’s a collaboration that we did with a whole bunch of people ... We took 100,000 gigabytes of images and compressed it to a two-gigabyte file **that can recreate any of those and iterations of those.**” (emphasis added). With this comment, Mostaque explicitly promoted the ability of Stable Diffusion to “recreate”—that is, infringe the copyright of—images in its training dataset, including the LAION-5B Registered Works.

237. The LAION-5B Registered Plaintiffs have been and continue to be injured by Stability’s inducement of copyright infringement. These plaintiffs are entitled to statutory damages, actual damages, restitution of profits, and other remedies provided by law.

COUNT THREE

**DMCA violations
by removing and altering CMI of training images
against Stability
on behalf of all Plaintiffs, the Damages and the Injunctive Classes**

238. The preceding factual allegations are incorporated by reference.

239. The LAION-5B Plaintiffs included one or more forms of CMI (as defined in Section 1202(c) of the DMCA) in each of their respective works in the LAION-5B Works, including captions, and distinctive marks such as URLs to personal websites, signatures, and watermarks.

240. Stability did not contact Plaintiffs and the Class to obtain authority to remove or alter CMI from their works within the meaning of the DMCA.

241. Stability knew the LAION-5B dataset contained CMI. The LAION-5B dataset includes a detection score for watermarks which indicates the likelihood a particular image in the dataset contains a watermark or other distinctive mark signaling the presence of CMI. Stability therefore could have trained the Stability Models on images free of CMI, but instead chose not to because images with CMI tend to be high-quality.

242. Stability had access to but were not licensed by Plaintiffs or the Class to incorporate their works in the Stability Models.

243. Stability had access to but were not licensed by Plaintiffs or the Class to create copies based on their works into the Stability Models.

244. Stability had access to but were not licensed by Plaintiffs or the Class to distribute their works as Stability does through the Stability Models.

245. Without the authority of the Plaintiffs, Stability directly copied the LAION-5B Works and used these Statutory Copies as training data for the Stability Models. The works copied by Stability included CMI, including in the form of distinctive marks such as watermarks or signatures, and as the captions in the image-text pairs. The training process is designed to

1 remove or alter CMI from the training images. Therefore, Stability intentionally removed or
2 altered CMI from the Plaintiffs' works in violation of 17 U.S.C. § 1202(b)(1).

3 246. Stability also knew that the distribution of works without CMI would lead to
4 further infringement. Stability encourages the use of artist names as prompts, i.e., encourages the
5 Stability Models' users and licensees to infringe on an artists' work. Because the Stability Models
6 do not preserve CMI, users and licensees also create infringing works without CMI which can
7 reasonably lead to further infringement.

8 247. Without the authority of the LAION-5B Plaintiffs, Stability directly copied the
9 LAION-5B Works and used these Statutory Copies as training data for the Stability Models. The
10 training process is designed to remove or alter CMI from the training images. As demonstrated
11 herein, the Stability Models generate copies based on original images with the CMI removed
12 and/or altered as output. Therefore, Stability intentionally removed or altered CMI from the
13 LAION-5B Works in violation of 17 U.S.C. § 1202(b)(1).

14 248. Stability distributes the Stability Models under the MIT License (see, e.g. —
15 <https://github.com/Stability-AI/stablediffusion/blob/main/LICENSE>). Within this license,
16 Stability asserts copyright in the Stability Models. By asserting copyright in the Stability Models,
17 which infringe the copyrights of the LAION-5B Plaintiffs, Stability is providing and distributing
18 false CMI in violation of 17 U.S.C. § 1202(a).

19 249. Stability knew or had reasonable grounds to know that this removal of the LAION-
20 5B Plaintiffs' CMI would facilitate copyright infringement by concealing the facts that a) the
21 Stability Models are infringing Statutory Copies of the LAION-5B Works, and b) the Stability
22 Models are infringing Statutory Derivative Works based on the LAION-5B Works.

23 250. The LAION-5B Plaintiffs have been injured by Stability's removal or alteration of
24 CMI. The LAION-5B Plaintiffs have been injured by Stability's falsification of CMI by claiming
25 false copyright in the Stability Models. These plaintiffs are entitled to statutory damages, actual
26 damages, restitution of profits, and other remedies provided by law.

1 **COUNT FOUR**

2 **Unjust enrichment**
3 **under Cal. Bus. & Prof. Code § 17200 and California Common Law**
4 **against Stability**
5 **on behalf of all Plaintiffs, the Damages and the Injunctive Classes**

6 251. The preceding factual allegations are incorporated by reference.

7 252. Stability has unjustly misappropriated the LAION-5B Works in order to develop,
8 train and promote the Stability Models, enabling it to receive profit and other benefits. It would
9 be unjust for Stability to retain these benefits.

10 253. Plaintiffs and the Class have invested substantial time and energy in creating their
11 works, including those included as LAION-5B Works.

12 254. By using Plaintiffs' works to train, develop and promote the Stability Models,
13 Plaintiffs and the Class were deprived of the benefit of the value of their works, including
14 monetary damages.

15 255. Plaintiffs did not consent to the unauthorized use of their works to train, develop
16 and promote the Stability Models.

17 256. Stability derived profit and/or other benefits from the use of Plaintiffs' works to
18 train, develop and promote the Stability Models.

19 257. It would be unjust for Stability to retain those benefits.

20 258. Plaintiffs are entitled to restitution, including disgorgement of profits and a
21 constructive trust over all assets created with the Stability Models.

22 **XVI. CAUSES OF ACTION AGAINST MIDJOURNEY**

23 259. Midjourney promotes the Midjourney Image Product, which is accessed and run
24 through Discord. Midjourney maintains its own Discord server from which users can access the
25 Midjourney image generator. Midjourney's Discord server also allows Midjourney executives and
26 other high-level employees to provide promotional communications to users and licensees of the
27 Midjourney Image Product.

1 260. In February 2022, near the release of the initial version of the Midjourney Image
2 Product, Midjourney CEO David Holz posted messages on the Midjourney Discord server
3 promoting the Midjourney Image Product’s ability to emulate existing artistic styles, in particular
4 the styles of certain artists.

5 261. Over a series of Discord messages, Holz said “i think you’re all gonna get [your]
6 mind blown by this style feature ... we were very liberal in building out the dictionary ... it has
7 cores and punks and artist names ... as much as we could dump in there ... i should be clear it’s
8 not just genres its also artist names ... it’s mostly artist names ... 4000 artist names.”⁴³

9 262. Holz then said, “here is our style list”⁴⁴ and posted a link to a spreadsheet on
10 Google Docs called “Midjourney Style List.”⁴⁵ One of the tabs on the spreadsheet was called
11 “Artists” and listed over 4700 artist names. In other words, Holz published a list of artists who
12 the Midjourney Image Product recognizes with the express purpose of these names being used by
13 users and licensees of the Midjourney Image Product as terms in prompts. Holz’s comment, and
14 the list, have remained available ever since.

15 263. Below, this list is called the **Midjourney Name List**. A copy of this list appears in
16 **Exhibit J: Midjourney Name List**.

17 264. Plaintiffs Grzegorz Rutkowski, Sarah Andersen, Karla Ortiz, Gerald Brom, and
18 Julia Kaye appear in the Midjourney Name List. Below, this subset of plaintiffs will be referred to
19 as the **Midjourney Named Plaintiffs**.

20 265. Midjourney also tracked the most popular artists used as prompts. At one point,
21 the Midjourney Bot maintained a count on Midjourney as recently as April 2023.

22 266. In the months before February 2022, Midjourney trained version 1 of the
23 Midjourney Model. In February 2022, on Midjourney’s Discord server Midjourney CEO David
24 Holz described Midjourney’s training data: “we have some private data partners as well as some

25
26 ⁴³ Combining <https://discord.com/channels/662267976984297473/938713143759216720/941972360171520001>,
<https://discord.com/channels/662267976984297473/938713143759216720/941972890520272906>, and
<https://discord.com/channels/662267976984297473/938713143759216720/941976464704802836>

27 ⁴⁴ <https://discord.com/channels/662267976984297473/938713143759216720/941987328828768256>

28 ⁴⁵ https://docs.google.com/spreadsheets/d/1MEglfejppqgVcaf-I-cgZ5ngV_MlaOTeGXAoBPJO69FM/edit#gid=1096178862

1 open ones like laion.”⁴⁶ In May 2022, Stability CEO Mostaque said “MidJourney is using a
2 LAION 400m based model ... I just support MJ like many other labs/researchers in my nice
3 way.”⁴⁷ In July 2022, a Midjourney-affiliated Discord moderator named Soar also confirmed that
4 Midjourney was “using a modified version of the LAION 400m dataset.”⁴⁸ In other words,
5 Midjourney trained its image generation product on at least the LAION-400M dataset.

6 267. The term **LAION-400M Works** denotes the works in Exhibit B (Plaintiff images
7 in LAION-400M), all of which are part of the LAION-400M dataset.

8 268. The term **LAION-400M Plaintiffs** denotes the subset of plaintiffs who are the
9 authors of works included in the LAION-400M Works. The LAION-400M Plaintiffs hold the
10 exclusive rights to their respective LAION-400M Works under 17 U.S.C. § 106, including the
11 rights to make Statutory Copies, prepare Statutory Derivative Works, and distribute both
12 Statutory Copies and Statutory Derivative Works.

13 269. The term **LAION-400M Registered Works** denotes the subset of works in the
14 LAION-400M Works that are covered by registered copyrights.

15 270. The term **LAION-400M Registered Plaintiffs** denotes the subset of plaintiffs
16 who hold registered copyrights in these LAION-400M Registered Works, namely Sarah
17 Andersen and Jingna Zhang.

18 271. Because LAION-400M is an openly accessible dataset, Midjourney knew that the
19 LAION-400M dataset contained copyrighted works, including those of the LAION-400M
20 Registered Plaintiffs. Further, because LAION also includes detection scores for watermarks for
21 other datasets, and because of the ubiquity of artists affixing CMI to their works, Midjourney
22 knew that the LAION-400M dataset contained works with CMI affixed on them.

23 272. The LAION-400M Registered Works are included in the LAION-400M dataset.
24 Therefore, Midjourney used the LAION-400M Registered Works for training. Below, the term
25
26

27 ⁴⁶ <https://discord.com/channels/662267976984297473/938713143759216720/943315577018126408>

⁴⁷ <https://discord.com/channels/823813159592001537/912729332311556136/975894553225752626>

28 ⁴⁸ <https://discord.com/channels/662267976984297473/959962985655320616/1001938136445751387>

1 **Midjourney 400M Models** refers to all models trained by Midjourney on the LAION-400M
2 Registered Works, including version 1 of the Midjourney Model.

3 273. Since October 2022, Midjourney has also incorporated a version of Stable
4 Diffusion into the Midjourney Image Product, which is accessible to users by adding the
5 command `--test` or `--testp` to a text prompt. According to Midjourney's moderator Molang,
6 "--test and --testp is a little bit of SD [Stable Diffusion] mixed with a lot of Midjourney tweaks and
7 magic."⁴⁹

8 274. Sometime after July 2022 and before March 2023, Midjourney adopted LAION-
9 5B as its training dataset. In July 2022, a Midjourney-affiliated Discord moderator named Danger
10 Awesome said that "the updated LAION 5B dataset"⁵⁰ formed the basis for "the upcoming
11 [Midjourney] dataset update." In March 2023, a Midjourney-affiliated Discord Moderator named
12 Sunshineyday said that "MJ is trained on a subset of Laion5b."⁵¹

13 275. Version 5 of the Midjourney Model was released in March 2023. On information
14 and belief, version 5 of the Midjourney Model and subsequent versions were trained on LAION-
15 5B.

16 276. Because LAION-5B is an openly accessible dataset, Midjourney knew that the
17 LAION-5B dataset contained copyrighted works, including those of the LAION-5B Registered
18 Plaintiffs. Because LAION-5B also includes detection scores for watermarks, Midjourney knew
19 that the LAION-5B dataset contained works with CMI affixed to them.

20 277. The LAION-5B Registered Works are included in the LAION-5B dataset.
21 Therefore, Midjourney used the LAION-5B Registered Works for training. Below, the term
22 **Midjourney 5B Models** refers to all models trained by Midjourney on the LAION-5B Registered
23 Works, including version 5 of the Midjourney Model and the current version 5.2 of the
24 Midjourney Model.

25
26
27 ⁴⁹ <https://discord.com/channels/662267976984297473/958069758211797092/1038899058636501132>

⁵⁰ <https://discord.com/channels/662267976984297473/992207085146222713/998451098534817883>

28 ⁵¹ <https://discord.com/channels/662267976984297473/992207085146222713/1082089794521268314>

1 278. Midjourney also publishes the Midjourney Magazine, which is analog only and is
2 unavailable in digital form. Those who wish to subscribe to the Midjourney Magazine need to
3 subscribe for a monthly fee. Each issue of the Midjourney Magazine features a selection of output
4 generated by the Midjourney Model and along with the prompts that created them. Each image is
5 selected by Midjourney for inclusion in the Midjourney Magazine. Numerous exemplar prompts
6 feature the use of artist names as a keyword, including those of Plaintiffs Brom and Rutkowski.

7

8

COUNT FIVE

9

**Direct copyright infringement of the LAION-400M Registered Works
10 by training the Midjourney 400M Models, including Midjourney Model version 1
11 against Midjourney
12 on behalf of the LAION-400M Registered Plaintiffs and Damages Subclass**

12

13 279. The preceding factual allegations are incorporated by reference.

14 280. The LAION-400M Registered Plaintiffs never authorized Midjourney to use their
15 respective LAION-400M Registered Works in any way. Nevertheless, Midjourney repeatedly
16 violated the exclusive rights (under 17 U.S.C. § 106) of the LAION-400M Registered Plaintiffs
17 and continues to do so today.

18 281. The LAION-400M dataset contains only URLs of training images, not the actual
19 training images. Therefore, anyone who wishes to use LAION-400M for training their own
20 machine-learning model must first acquire copies of the actual training images from their URLs.
21 Consistent with this, in preparation for training the Midjourney 400M Models, Midjourney made
22 one or more Statutory Copies of the LAION-400M Registered Works so they could be fed to
23 each Midjourney 400M Model as training data. The Statutory Copies made of each registered
24 work were substantially similar to that registered work.

25 282. During the training of each Midjourney 400M Model, Midjourney made a series
26 of intermediate Statutory Copies of the LAION-400M Registered Works. For instance, diffusion
27 models are trained by creating “noised” copies of training images, as described herein, all of
28

1 which qualify as Statutory Copies. The intermediate Statutory Copies of each registered work
2 that Midjourney made during training of the Midjourney 400M Models were substantially similar
3 to that registered work.

4 283. The LAION-400M Registered Plaintiffs have been and continue to be injured by
5 Midjourney's multiple acts of direct copyright infringement. These plaintiffs are entitled to
6 statutory damages, actual damages, restitution of profits, and other remedies provided by law.

8 COUNT SIX

9 **Direct copyright infringement of the LAION-5B Registered Works**
10 **by training the Midjourney 5B Models, including Midjourney Model version 5.2**
11 **against Midjourney**
12 **on behalf of the LAION-5B Registered Plaintiffs and Damages Subclass**

13 284. The preceding factual allegations are incorporated by reference.

14 285. The LAION-5B Registered Plaintiffs never authorized Stability to use their
15 respective LAION-5B Registered Works in any way. Nevertheless, Stability repeatedly violated
16 the exclusive rights (under 17 U.S.C. § 106) of the LAION-5B Registered Plaintiffs and continues
17 to do so today.

18 286. The LAION-5B dataset contains only URLs of training images, not the actual
19 training images. Therefore, anyone who wishes to use LAION-5B for training their own machine-
20 learning model must first acquire copies of the actual training images from their URLs by using
21 the img2dataset tool or another similar tool. Consistent with this, in preparation for training the
22 Midjourney 5B Models, Midjourney made one or more Statutory Copies of the LAION-5B
23 Registered Works so they could be fed to each Midjourney 5B Model as training data. The
24 Statutory Copies made of each registered work were substantially similar to that registered work.

25 287. During the training of Midjourney Model version 5.2 and the other Midjourney 5B
26 Models, Midjourney made a series of intermediate Statutory Copies of the LAION-5B Registered
27 Works. For instance, diffusion models are trained by creating "noised" copies of training images,
28

1 as described herein, all of which qualify as Statutory Copies. The intermediate Statutory Copies
2 of each registered work that Midjourney made during training of the Midjourney 5B Models were
3 substantially similar to that registered work.

4 288. By the end of training, Midjourney Model version 5.2 was capable of reproducing
5 protected expression from each of the LAION-5B Registered Works that was in each case
6 substantially similar to that registered work, as shown in **Exhibit F: Midjourney text prompts**
7 and **Exhibit I: Midjourney image prompts**. Therefore, Midjourney Model version 5.2 qualifies
8 as an infringing Statutory Copy of the LAION-5B Registered Works. Because Midjourney Model
9 version 5.2 represents a transformation of the LAION-5B Registered Works into an alternative
10 form, Midjourney Model version 5.2 also qualifies as an infringing Statutory Derivative Work.

11 289. On information and belief, the other Midjourney 5B Models exhibit the same
12 properties, because they were trained on the same LAION-5B dataset.

13 290. The LAION-5B Registered Plaintiffs have been and continue to be injured by
14 Midjourney's multiple acts of direct copyright infringement. These plaintiffs are entitled to
15 statutory damages, actual damages, restitution of profits, and other remedies provided by law.

17 **COUNT SEVEN**

18 **DMCA violations**

19 **by removing and altering CMI of training images**

20 **against Midjourney**

21 **on behalf of All Plaintiffs, the Damages and Injunctive Class**

22 291. The preceding factual allegations are incorporated by reference.

23 292. The LAION-400M Plaintiffs included one or more forms of CMI (as defined in
24 Section 1202(c) of the DMCA) in each of their respective works in the LAION-400M Works,
25 including captions, and distinctive marks such as URLs to personal websites, signatures, and
26 watermarks.

1 293. The LAION-5B Plaintiffs included one or more forms of copyright-management
2 information (as defined in Section 1202(c) of the DMCA) in each of their respective works in the
3 LAION-5B Works, including captions, URLs, signatures, and watermarks.

4 294. Midjourney did not contact Plaintiffs and the Class to obtain authority to remove
5 or alter CMI from their works within the meaning of the DMCA.

6 295. Midjourney knew the LAION-5B dataset contained CMI. The LAION-5B dataset
7 includes a detection score for watermarks which indicates the likelihood a particular image in the
8 dataset contains a watermark or other distinctive mark signaling the presence of CMI.
9 Midjourney therefore could have trained the Midjourney Model on images free of CMI but chose
10 not to because images with CMI tend to be high-quality.

11 296. Midjourney also knew the LAION-400M dataset contained CMI. Given that CMI
12 is ubiquitous and the LAION-400M dataset contained copyrighted works, it is a certainty that
13 many works within the dataset contained CMI.

14 297. Midjourney had access to but were not licensed by Plaintiffs or the Class to
15 incorporate their works in Midjourney Image Product.

16 298. Midjourney had access to but were not licensed by Plaintiffs or the Class to create
17 copies based on their works into the Midjourney Image Product.

18 299. Midjourney had access to but were not licensed by Plaintiffs or the Class to
19 distribute their works as Midjourney does through the Midjourney Image Product.

20 300. Without the authority of the Plaintiffs, Midjourney directly copied the LAION-5B
21 Works and used these Statutory Copies as training data for the Midjourney Image Product. The
22 works copied by Midjourney included CMI, including in the form of distinctive marks such as
23 watermarks or signatures, and as the captions in the image-text pairs. The training process is
24 designed to remove or alter CMI from the training images. Therefore, Midjourney intentionally
25 removed or altered CMI from the Plaintiffs' works in violation of 17 U.S.C. § 1202(b)(1).

26 301. Without the authority of the Plaintiffs, Midjourney copied the LAION-400M and
27 LAION-5B Works and used these copies as training data for the Midjourney Models. The
28

1 training process is designed to remove or alter CMI from the training images. Therefore,
2 Midjourney intentionally removed or altered CMI from the Plaintiffs' Works in violation of 17
3 U.S.C. § 1202(b)(1).

4 302. Midjourney also knew that the distribution of works without CMI would lead to
5 further infringement. Midjourney encourages the use of artist names as prompts, i.e., encourages
6 the Midjourney Image Product's users and licensees to infringe on an artists' work. As
7 demonstrated herein, the Midjourney Model generates copies of original works with their CMI
8 removed and/or altered. Because the Midjourney Image Product does not preserve CMI, users
9 and licensees also create infringing works without CMI which can reasonably lead to further
10 infringement.

11 303. The LAION-400M Plaintiffs have been injured by Midjourney's removal or
12 alteration of CMI. The LAION-400M Plaintiffs have also been injured by Midjourney's
13 falsification of CMI. These plaintiffs are entitled to statutory damages, actual damages,
14 restitution of profits, and other remedies provided by law.

15 16 **COUNT EIGHT**

17 **Lanham Act — false endorsement** 18 **by unauthorized commercial use of artists' names** 19 **against Midjourney** 20 **on behalf of the Midjourney Named Plaintiffs and Class**

21 304. The preceding factual allegations are incorporated by reference.

22 305. Midjourney engaged in commercial speech that sought to capitalize upon the
23 Midjourney Named Plaintiffs' popularity, recognition, and appeal among consumers of art
24 products. Midjourney's use of the Midjourney Named Plaintiffs' names was purely to advertise
25 its image generator. This use does not contribute significantly to a matter of public interest. The
26 purpose of publishing over 4700 names in the Midjourney Name List was to promote and
27
28

1 highlight the capabilities of Midjourney’s image generator to emulate and create work that is
2 indistinguishable from that of the artists whose names were published.

3 306. Midjourney’s use of the Midjourney Named Plaintiffs’ names was unauthorized
4 and without their consent.

5 307. Midjourney’s commercial speech created a likelihood of confusion over whether
6 the Midjourney Named Plaintiffs actually endorsed the Midjourney Image Product, and over the
7 affiliation, connection, or association that the Midjourney Named Plaintiffs might have with
8 Midjourney.

9 308. Midjourney’s commercial speech and use of the names of the Midjourney Named
10 Plaintiffs have deceived consumers as to their affiliation, connection, or association with
11 Midjourney.

12 309. A reasonably prudent consumer in the marketplace for art products likely would
13 be confused as to whether the Midjourney Named Plaintiffs included in the Midjourney Name
14 List sponsored or approved of Midjourney’s image generator.

15 310. The Midjourney Named Plaintiffs have a high level of recognition among
16 Midjourney’s users and consumers. In fact, Midjourney relies on this high level of recognition to
17 advertise the capabilities of its image product by publishing artists’ names. Midjourney strives to
18 capitalize off Midjourney Named Plaintiffs’ reputation as artists to induce users to use its image
19 generator.

20 311. The Midjourney Named Plaintiffs’ actual names were used by Midjourney.

21 312. Midjourney marketed its Midjourney Image Product on channels heavily trafficked
22 by its users and consumers such as on message boards. A link to the Midjourney Name List was
23 published on Discord by Midjourney CEO David Holz, which is frequented by Midjourney’s
24 users and potential consumers.

25 313. There is consumer appetite both for the Midjourney Named Plaintiffs’ art
26 products as well as potentially cheaper, or even free, imitations of such art.

1 by the technical prowess of American Renaissance movements with a
2 strong influence of contemporary media.

3 c. Gerald Brom is known for gritty, dark, fantasy images, painted in
4 traditional media, combining classical realism, gothic and counterculture
5 aesthetics.

6 d. Grzegorz Rutkowski is known for lavish fantasy scenes rendered in a
7 classical painting style.

8 e. Julia Kaye is known for three-panel black-and-white comics, loosely inked
9 with a thin fixed-width pen, wherein each individual comic is a micro-
10 vignette in the artist's life.

11 320. Midjourney put the names of the Midjourney Named Plaintiffs on the Midjourney
12 Name List because Midjourney makes use of a CLIP model that has been trained on the work of
13 the Midjourney Named Plaintiffs. For artists like the Midjourney Named Plaintiffs and others on
14 the Midjourney Name List, the CLIP model essentially acts as a trade-dress database.

15 321. The trade dress of each of the Midjourney Named Plaintiffs is inherently
16 distinctive in look and feel as used in connection with their artwork and art products. On
17 information and belief, a significant portion of consumers readily identify each of the Midjourney
18 Named Plaintiffs' trade dress with the individual Midjourney Named Plaintiff.

19 322. On information and belief, Midjourney ensured that its CLIP model was trained to
20 successfully and convincingly imitate the trade dress of the Midjourney Named Plaintiffs and the
21 other artists on the Midjourney Name List. In other words, Midjourney ensured its CLIP model
22 could appropriate the distinctive look and feel of each Midjourney Named Plaintiffs' trade dress.

23 323. As a result, the Midjourney Image Product can and frequently does generate
24 images featuring protectable trade dress that are likely to cause confusion in consumers. The
25 Midjourney Named Plaintiffs never authorized Midjourney to copy, emulate, or otherwise
26 recreate their trade dress; nor did the Midjourney Named Plaintiffs authorize Midjourney to use,
27 in conjunction with the advertisement and sale of its services, images featuring their trade dress.
28

1 324. Midjourney acknowledges and, in fact, relies on the inherent distinctiveness of the
2 Midjourney Named Plaintiffs’ respective trade dress to market its image generator by advertising
3 that users can generate images in the style of particular artists simply by typing in their name. In
4 this way, users do not have to describe specific design or artistic elements in the prompt to
5 generate an image in the artist’s style—they merely need to type in that artist’s name. Examples
6 of Midjourney text prompts featuring Sarah Andersen and Gerald Brom are shown in Exhibit F.

7 325. Midjourney vicariously infringes on the Midjourney Named Plaintiffs’ trade-dress
8 rights by encouraging and inducing the users of the Midjourney Image Product to enter artist-
9 name prompts and generate images featuring the Midjourney Named Plaintiffs’ protectable trade
10 dress. For example—

- 11 a. In its original online documentation offering “tips for text-prompts,”
12 Midjourney recommended that users should “try invoking unique artists
13 to get a unique style,” and offered a list that included “Greg Rutkowski,”
14 who is one of the Midjourney Named Plaintiffs. The documentation also
15 recommended that users should “Combine names for new styles: ‘A
16 temple by Greg Rutkowski and Ross Tran.’” (Midjourney deleted these
17 pages from its public website two weeks after the initial complaint was filed
18 in this action.)
- 19 b. Midjourney currently promotes images made with artist-name prompts in
20 an online marketing gallery accessible to subscribers called “Showcase” (at
21 <https://midjourney.com/showcase>). **Exhibit K: Midjourney Showcase**
22 contains examples of images from the Showcase gallery featuring Plaintiff
23 names, including two of the Midjourney Named Plaintiffs: Sarah Andersen
24 and Gerald Brom.

25 326. Midjourney exercises control over the infringing images by including the CLIP
26 model in its image pipeline, and by marketing artist-name prompts as a key feature of its image
27 generator via the Midjourney Name List. Without the CLIP model, Midjourney’s users would
28

1 not be able to infringe on the Midjourney Named Plaintiffs' trade-dress rights or those of the
2 other artists on the Midjourney Name List.

3 327. Each of the Midjourney Named Plaintiffs' respective trade dress has no intrinsic
4 functional value. The unique combination of particular artistic elements does not confer any
5 utilitarian advantages on their art products and are purely ornamental and aesthetic. There
6 remains an unlimited number of alternative artistic styles available beyond the trade dress owned
7 the Midjourney Named Plaintiffs.

8 328. Each of the Midjourney Named Plaintiffs' trade dress possesses secondary
9 meaning because the trade dress of their art products invoke a mental association by a substantial
10 segment of potential consumers between the trade dress and the creator of the art product.

11 329. Midjourney's vicarious infringement of the Midjourney Named Plaintiffs' trade-
12 dress rights are committed with actual and constructive knowledge of their trade dress, and with
13 the intent to cause confusion, mistake, or deception.

14 330. As a direct and proximate cause of Midjourney's conduct, the Midjourney Named
15 Plaintiffs have suffered, and will continue to suffer, significant damage in the form of loss of
16 revenue, income, profits, and goodwill, which will increase if not enjoined. Midjourney has, and
17 will unfairly, acquire revenue, income, profits, and goodwill at the expense of the Midjourney
18 Named Plaintiffs.

19 331. Midjourney's trade-dress infringement will also continue to cause irreparable
20 harm if Midjourney is not restrained by this Court from further violation of the rights of the
21 Midjourney Named Plaintiffs. The Midjourney Named Plaintiffs have no adequate remedy at law
22 for the harm being caused by Midjourney, particularly in regard to the loss of their goodwill and
23 market share due to Midjourney's infringing conduct. The Midjourney Named Plaintiffs are,
24 therefore, entitled to and seek temporary and permanent injunctive relief.

25 332. Midjourney has, and continues to, vicariously infringe on the trade-dress rights of
26 the Midjourney Named Plaintiffs in violation of section 43(a) of the Lanham Act, 15 U.S.C.
27 § 1125(a).

1 340. It would be unjust for Midjourney to retain those benefits.

2 341. Plaintiffs are entitled to restitution, including disgorgement of profits and a
3 constructive trust over all assets created with the Midjourney 400M Models and Midjourney 5B
4 Models.

5 **XVII.CAUSES OF ACTION AGAINST RUNWAY**

6 342. Between April and October 2022, Runway trained an image model called Stable
7 Diffusion 1.5. According to Runway, Stable Diffusion 1.5 “was trained on a large-scale dataset
8 [called] LAION-5B” (see <https://huggingface.co/runwayml/stable-diffusion-v1-5#limitations>).

9 343. Stable Diffusion 1.5 is still sought out by many users of AI image products for,
10 among other things, its ability to mimic artists.

11 344. Because LAION-5B is an openly accessible dataset, Runway knew that the
12 LAION-5B dataset contained copyrighted works, including those of the LAION-5B Registered
13 Plaintiffs and Karla Ortiz.

14 345. The LAION-5B Registered Works are included in the LAION-5B dataset. Because
15 Runway admits to using the LAION-5B dataset for training, it must’ve also used the LAION-5B
16 Registered Works for training. Below, the term **Runway Models** refers to all models trained by
17 Runway on the LAION-5B Registered Works, including Stable Diffusion 1.5.

18
19 **COUNT ELEVEN**

20 **Direct copyright infringement of the LAION-5B Registered Works**
21 **by training the Runway Models, including Stable Diffusion 1.5**
22 **against Runway**
23 **on behalf of the LAION-5B Registered Plaintiffs, LAION-5B Subclass,**
24 **and Karla Ortiz Individually**

25 346. The preceding factual allegations are incorporated by reference.

26 347. The LAION-5B Registered Plaintiffs and Karla Ortiz never authorized Runway to
27 use their respective LAION-5B Registered Works in any way. Nevertheless, Runway repeatedly
28

1 violated the exclusive rights (under 17 U.S.C. § 106) of the LAION-5B Registered Plaintiffs and
2 Karla Ortiz and continues to do so today.

3 348. The LAION-5B dataset contains only URLs of training images, not the actual
4 training images. Therefore, anyone who wishes to use LAION-5B for training their own machine-
5 learning model must first acquire copies of the actual training images from their URLs by using
6 the `img2dataset` tool or another similar tool. Consistent with this, in preparation for training
7 the Runway Models, Runway made one or more Statutory Copies of the LAION-5B Registered
8 Works so they could be fed to each Runway Model as training data. The Statutory Copies made of
9 each registered work were substantially similar to that registered work.

10 349. During the training of each Runway Model, Runway made a series of intermediate
11 Statutory Copies of the LAION-5B Registered Works. For instance, diffusion models are trained
12 by creating “noised” copies of training images, as described herein, all of which qualify as
13 Statutory Copies. The intermediate Statutory Copies of each registered work that Runway made
14 during training of the Runway Models were substantially similar to that registered work.

15 350. By the end of training, Stable Diffusion 1.5 was capable of reproducing protected
16 expression from each of the LAION-5B Registered Works that was in each case substantially
17 similar to that registered work, as shown in **Exhibit E: Runway text prompts** and **Exhibit H:**
18 **Runway image prompts**. Therefore, Stable Diffusion 1.5 qualifies as an infringing Statutory
19 Copy of the LAION-5B Registered Works. Because Stable Diffusion 1.5 represents a
20 transformation of the LAION-5B Registered Works into an alternative form, Stable Diffusion 1.5
21 also qualifies as an infringing Statutory Derivative Work.

22 351. On information and belief, the other Runway Models exhibit the same properties,
23 because they were trained on the same LAION-5B dataset.

24 352. Since October 2022, Runway has distributed Stable Diffusion 1.5 to the public, for
25 instance via websites like GitHub (see <https://github.com/runwayml/stable-diffusion>) and
26 Hugging Face (see <https://huggingface.co/runwayml/stable-diffusion-v1-5>). In so doing, Runway
27 infringed the exclusive distribution rights of the LAION-5B Registered Plaintiffs and Karla Ortiz.
28

COUNT THIRTEEN

**DMCA violations
by removing and altering CMI of training images
against Runway
on behalf of all Plaintiffs, the Damages and Injunctive Classes**

360. The preceding factual allegations are incorporated by reference.

361. The LAION-5B Plaintiffs included one or more forms of copyright-management information (“CMI”) (as defined in Section 1202(c) of the DMCA) in each of their respective works in the LAION-5B Works, including captions in image-text pairs, and distinctive marks such as URLs to personal webpages, signatures, and watermarks.

362. Runway did not contact Plaintiffs and the Class to obtain authority to remove or alter CMI from their works within the meaning of the DMCA.

363. Runway knew the LAION-5B dataset contained CMI. The LAION-5B dataset includes a detection score for watermarks which indicates the likelihood a particular image in the dataset contains a watermark or other distinctive mark signaling the presence of CMI. Runway thus could have trained the Runway Models on images free of CMI but chose not to because images with CMI tend to be high-quality.

364. Runway had access to but were not licensed by Plaintiffs or the Class to incorporate their works in the LAION-5B dataset into the Runway Models.

365. Runway had access to but were not licensed by Plaintiffs or the Class to create copies based on their works in the LAION-5B dataset into the Runway Models.

366. Runway had access to but were not licensed by Plaintiffs or the Class to distribute their works in the LAION-5B dataset as Runway does through the Runway Models.

367. Without the authority of the LAION-5B Plaintiffs, Runway directly copied the LAION-5B Works and used these Statutory Copies as training data for the Runway Models. The works copied by Runway included CMI, including in the form of distinctive marks such as watermarks or signatures. The training process is designed to remove or alter CMI from the

1 training images. Therefore, Runway intentionally removed or altered CMI from the LAION-5B
2 Works in violation of 17 U.S.C. § 1202(b)(1).

3 368. Runway distributes Stable Diffusion 1.5 subject to the “CreativeML Open RAIL
4 M License” (see, e.g.— <https://github.com/runwayml/stable-diffusion/blob/main/LICENSE>).
5 As alleged above, Stable Diffusion 1.5 and the other Runway Models themselves constitute
6 Statutory Copies of the LAION-5B works or Statutory Derivative Works. The license distributed
7 by Runway asserts that copyright in the model belongs to “Robin Rombach and Patrick Esser and
8 contributors.” By asserting that these third parties have copyright in the Stable Diffusion 1.5,
9 which infringe the copyrights of the LAION-5B Plaintiffs, Runway is providing and distributing
10 false CMI in violation of 17 U.S.C. § 1202(a).

11 369. As demonstrated herein, the Runway Models generate output that are copies of
12 original images with CMI with the CMI removed and/or altered.

13 370. Runway knows that the Runway Models are being used by users and/or licenses of
14 the Runway Models to create infringing copies of Plaintiffs and Class Members’ works. Indeed,
15 one of the reasons for the Runway Models’ popularity is because of the models’ ability to mimic
16 or imitate artists whose works are in the LAION-5B dataset. Thus, Runway knew or reasonably
17 should have known that the Runway Models removal and alteration of CMI would induce, enable,
18 facilitate, or conceal further infringement.

19 371. The LAION-5B Plaintiffs have been injured by Runway’s removal or alteration of
20 CMI. The LAION-5B Plaintiffs have been injured by Runway’s falsification of CMI by claiming
21 false copyright in Stable Diffusion 1.5. These plaintiffs are entitled to statutory damages, actual
22 damages, restitution of profits, and other remedies provided by law.
23
24
25
26
27
28

COUNT FOURTEEN

**Unjust enrichment
under Cal. Bus. & Prof. Code § 17200 and California Common Law
against Runway
on behalf of all Plaintiffs, the Damages and Injunctive Classes**

372. The preceding factual allegations are incorporated by reference.

373. Plaintiffs and the Class have invested substantial time and energy in creating their works.

374. Runway has unjustly misappropriated the LAION-5B Works in order to train, develop and promote the Runway Models, enabling it to receive profit and other benefits. It would be unjust for Runway to retain these benefits.

375. By using Plaintiffs' works to train, develop and promote the Runway Models, Plaintiffs and the Class were deprived of the benefit of the value of their works, including monetary damages.

376. Plaintiffs did not consent to the unauthorized use of their works to train, develop and promote the Runway Models.

377. Runway derived profit and/or other benefits from the use of Plaintiffs' works to train, develop and promote the Runway Models.

378. It would be unjust for Runway to retain those benefits.

379. Plaintiffs are entitled to restitution, including disgorgement of profits and a constructive trust over all assets created with the Runway Models.

XVIII. CAUSES OF ACTION AGAINST DEVIANTART

380. Since its founding in 2000, DeviantArt has held itself out as an online community friendly to artists, colloquially known on the site as "deviants." A primary activity of artists on DeviantArt is sharing digital images of their artwork, colloquially called "deviations." Today, DeviantArt bills itself as "the world's largest art community," hosting millions of such images.

1 381. Plaintiffs Kelly McKernan, Hawke Southworth, Jingna Zhang, and Grzegorz
2 Rutkowski are DeviantArt users. Below, they are called the **DeviantArt Plaintiffs**.

3 382. On November 9, 2022, DeviantArt released DreamUp, an AI image product.
4 DeviantArt claims that DreamUp “lets you create AI art knowing that creators and their work are
5 treated fairly.” DreamUp is only available to paying customers of DeviantArt. DeviantArt offers
6 paid subscriptions to its members called “Core Plans.” Custom Core Plans typically range in
7 price from \$3.95 to \$14.95 per month. To use DreamUp, a member must first subscribe to a Core
8 Plan. A Core Plan subscriber is allowed to use DreamUp for a certain number of Text Prompts
9 per month. For instance, the \$9.95 “Pro” level permits 200 DreamUp Text Prompts per month.
10 Core Plan members can purchase additional Text Prompts by purchasing packages of “points.”
11 DeviantArt charges \$1 for 80 points, with a minimum purchase of 400 points for \$5.

12 383. Because DeviantArt holds itself out as an art community, DeviantArt chooses to
13 provide many features that artists may prefer. For example, given the ubiquity of affixing CMI
14 such as distinctive marks onto deviations that are being uploaded on to DeviantArt.

15 384. DeviantArt is the source of millions of images in the LAION-5B dataset. Users of
16 the LAION-5B dataset have copied these millions of images many times over by downloading
17 them from DeviantArt.

18 385. On information and belief, DeviantArt was aware that LAION-5B contained
19 references to millions of DeviantArt images, and that Stability downloaded these millions of
20 images from the DeviantArt website as a necessary preliminary step in the training of the Stability
21 Models.

22 386. Each of the DeviantArt Plaintiffs has stored images on DeviantArt that were later
23 incorporated into the LAION-5B dataset. These images were therefore copied by Runway and
24 Stability to train versions of Stable Diffusion. Exhibit A contains a sampling—but not an
25 exhaustive listing—of images created by the DeviantArt Plaintiffs that are contained in LAION-
26 5B and were copied from DeviantArt. They can be identified through their LAION-5B URL,
27
28

1 which comes from the “wixmp.com” domain. This domain is used by DeviantArt to store
2 member images. (“Wix” in the domain name refers to the parent company of DeviantArt.)

3 387. DreamUp relies on Stable Diffusion to produce images. The DreamUp app
4 incorporates a copy of Stable Diffusion. The terms of service for DreamUp do not disclose the
5 specific version of Stable Diffusion that is incorporated within the app.

6 388. But the DreamUp terms require users to also accept the terms of the CreativeML
7 Open RAIL-M License linked at <https://huggingface.co/spaces/CompVis/stable-diffusion->
8 license. Because this URL refers to “CompVis” and the license itself is dated August 22, 2022,
9 DreamUp must be based on Stable Diffusion version 1.4, which was trained by CompVis and
10 released on August 22, 2022. Below, the model inside DreamUp will be called the **DreamUp-**
11 **CompVis Model**.

12 389. CompVis is the shorthand name of the Computer Vision and Learning Group at
13 Ludwig Maximilian University in Munich, where the original research underlying Stable
14 Diffusion was first conducted. According to the GitHub page for Stable Diffusion 1.4, “Stable
15 Diffusion was made possible thanks to a collaboration with Stability AI and Runway.”⁵³

16 390. According to CompVis, Stable Diffusion 1.4 “was trained on a large-scale dataset
17 LAION-5B.”⁵⁴

18 391. The LAION-5B dataset contains only URLs of training images, not the actual
19 training images. Therefore, anyone who wishes to use LAION-5B for training their own machine-
20 learning model must first acquire copies of the actual training images from their URLs by using
21 the `img2dataset` tool or another similar tool. Consistent with this, in preparation for training
22 Stable Diffusion 1.4, CompVis made one or more Statutory Copies of the LAION-5B Registered
23 Works so they could be fed to Stable Diffusion 1.4 as training data. The Statutory Copies made of
24 each registered work were substantially similar to that registered work.

25 392. During the training of Stable Diffusion 1.4, CompVis made a series of intermediate
26 Statutory Copies of the LAION-5B Registered Works. For instance, diffusion models are trained

27 _____
⁵³ See <https://github.com/CompVis/stable-diffusion>

28 ⁵⁴ See <https://huggingface.co/CompVis/stable-diffusion-v1-4>

1 by creating “noised” copies of training images, as described herein, all of which qualify as
2 Statutory Copies. The intermediate Statutory Copies of each registered work that CompVis made
3 during training of Stable Diffusion 1.4 were substantially similar to that registered work.

4 393. On information and belief, by the end of training, Stable Diffusion 1.4 was capable
5 of reproducing protected expression from each of the LAION-5B Registered Works that was in
6 each case substantially similar to that registered work, because—

- 7 a. In the Carlini Paper, Nicholas Carlini tested Stable Diffusion 1.4 and found
8 that it could emit stored copies of its training images;
- 9 b. The training procedure for Stable Diffusion 1.4 was very similar to that of
10 Stable Diffusion 1.5, which was shown in **Exhibit E: Runway text**
11 **prompts** and **Exhibit H: Runway image prompts** to be capable of
12 emitting stored copies of protected expression.

13 394. Therefore, like Stable Diffusion 1.5, Stable Diffusion 1.4 also qualifies as an
14 infringing Statutory Copy of the LAION-5B Registered Works. Because Stable Diffusion 1.4
15 represents a transformation of the LAION-5B Registered Works into an alternative form, Stable
16 Diffusion 1.4 also qualifies as an infringing Statutory Derivative Work.

17 395. DeviantArt continues to obfuscate the source of DreamUp’s training data. One of
18 the questions in DeviantArt’s frequently asked questions (“FAQ”) section for DreamUp on its
19 website is “Does DreamUp use art submitted on the DeviantArt platform to train the AI
20 models.” DeviantArt responds that:

21
22 DreamUp is based on 3rd-party technologies (like Stable Diffusion)
23 which train their models based on the open web. DreamUp uses
24 semantic interpretation of a textual prompt and then translates it to
25 input for these models.

26 DeviantArt does NOT add images from DeviantArt to the training
27 sets of 3rd-party technologies, and DeviantArt does NOT provide
28 data to expand distribution of images that 3rd-party technologies
can generate.

1 DeviantArt lets you declare whether or not external AI models and
2 platforms can train based on your deviations. When submitting a
3 deviation, you'll be able to check a box that informs third parties
4 whether or not you authorize that submission being included in
5 datasets used to train AI models like AI image generators.⁵⁵

6 396. DeviantArt's answer is misleading. As confirmed by the FAQ, while DeviantArt
7 did not "add" images to the training sets of DreamUp, it made no mention of any images already
8 in the training set for DreamUp's underlying models. DeviantArt knew that Stable Diffusion had
9 already been trained on images scraped from DeviantArt itself. DeviantArt thus misled its
10 community because art from DeviantArt was already in DreamUp because Stable Diffusion had
11 already been trained on them.

12 397. This has been further confirmed by DeviantArt CTO Chris Nell. In November
13 2022, on the public LAION Discord server, Nell described himself as "one of the people at
14 DeviantArt working on improving acceptance of AI generated/augmented art in the broader
15 online arts community" and added "I think our goals at DA [DeviantArt] are very aligned with
16 LAION's ... and want to collaborate as much as possible."⁵⁶ Nell said of DreamUp: "we did not
17 fine tune [meaning, perform additional training on] SD [= Stable Diffusion] at all, so there aren't
18 novel weights to share. [W]e do perform additional guidance at generation time ... so it's not
19 exactly unmodified SD [= Stable Diffusion] output, but that is more akin to prompt tuning."⁵⁷ As
20 confirmed by Nell, DeviantArt was well aware of how Stable Diffusion was developed and did not
21 do any fine-tuning of the weights included in the Stable Diffusion model DreamUp was based on.
22 In other words, this implies all of the images copied in training Stable Diffusion were included in
23 the DreamUp model.

24 398. DeviantArt is also aware that DreamUp can be used by DreamUp's users and
25 licensees to create potentially infringing works based on artists' underlying work. This is
26 evidenced by another provision of DeviantArt's DreamUp FAQ which provides:

27 ⁵⁵ <https://www.deviantartsupport.com/en/dreamup>

28 ⁵⁶ <https://discord.com/channels/823813159592001537/1006139459860975716/1042539656396411004>

⁵⁷ <https://discord.com/channels/823813159592001537/1006139459860975716/1042543837425438804>

1 DreamUp is an AI-based image-generation tool used to create art
2 using free-form text prompts. **Certain art styles can sometimes be**
3 **achieved by referencing names of real artists** such as Thomas
4 Kinkade, Picasso, and Gustave Doré in text prompts. **Referencing**
5 **artists when having the AI create your work can give the**
6 **resulting piece a unique “look,” inspired by the style of that**
7 **particular artist.**

8 If you refer to an artist in a DreamUp prompt, you must also tag that
9 artist when submitting the resulting image to DeviantArt. Failure to
10 do so is a violation of our DreamUp Policy and can result in your
11 deviation’s deletion or an account suspension.

12 399. Again, DeviantArt’s FAQ misleads by omission. DeviantArt tellingly is only
13 concerned with images posted on DeviantArt itself, even though the infringing art would have
14 been created with DeviantArt’s product. Further, because DeviantArt knew Stable Diffusion
15 contained copies of training images (including those scraped from DeviantArt), and thus, so did
16 DreamUp, it knew that there was a real possibility that DreamUp could regenerate images in the
17 training set, requiring it to include a provision in its FAQ addressing the possibility. Furthermore,
18 even with the risk that DreamUp could generate images based on protected images, whenever a
19 user uses DreamUp, it asks users to resubmit their generated outputs to use as image prompts
20 with other text in order to generate more images.

21 400. DeviantArt’s embrace of generative AI art was seen as a betrayal by its art
22 community.

23 401. The scope of DeviantArt’s betrayal of its artist community by embracing Stable
24 Diffusion was evident in a group audio session held by DeviantArt management on November 11,
25 2022 from approximately 1:00–2:30 pm Pacific Time. DeviantArt scheduled the discussion
26 specifically to allay the well-founded concerns of DeviantArt members that DeviantArt’s embrace
27 of AI art was a complete repudiation of its longstanding community principles, as well as
28 economically and legally unfair.

402. At one point in the audio session, CEO Moti Levy explicitly took ownership of the
decision to bring Stable Diffusion (the basis of the DreamUp–CompVis Model) onto DeviantArt
via the DreamUp app: “The reason why we’re using Stable Diffusion because it’s the only option
for us to take an open source [software engine] and modify it The other platforms or the

1 other companies do not allow it. . . . [A]nd by the way, that was my decision. **That’s our decision**
2 **by me as the CEO. That’s my decision to take Stable Diffusion.**” (Emphasis added.)

3 403. Levy also said, “DeviantArt expects all users accessing our service or the
4 DeviantArt site to respect creators’ choices about the acceptable use of their content, including
5 for AI purposes. When a DeviantArt user doesn’t consent to third party use of their content for
6 AI purposes, other users of the service and third parties accessing the DeviantArt site are
7 prohibited from using such content to train an AI system, as input into any previously trained AI
8 system or to make available any derivative copy unless usage of that copy is subject to conditions
9 at least as restrictive as those set out in the DeviantArt terms of service.”

10 404. Shortly after the end of this audio session, DeviantArt updated its terms of
11 service. DeviantArt added a new paragraph about “Data Scraping & Machine Learning
12 Activities” that explicitly *permits* this kind of usage under certain circumstances, so that Stable
13 Diffusion and future generative AI services can continue to scrape DeviantArt for images. In so
14 doing, DeviantArt has reneged on its promises. It plainly switched its loyalties from its artist
15 members to the AI companies, like Stability, infringing Plaintiffs’ and the Class’s intellectual
16 property rights in the work of those members. (According to the Internet Archive, this new data-
17 scraping provision was added to the DeviantArt terms of service on November 11, 2022,
18 sometime between 1:41pm and 4:22pm Pacific Time.)

19 405. Furthermore, although the new “Data Scraping” provision acknowledges that
20 certain kinds of data scraping will continue to be an “unauthorized use” of the DeviantArt
21 website, that “owners of the works are responsible for policing their own works.” In other words,
22 despite its professed interest in using its terms of service to protect artists, DeviantArt is washing
23 its hands of the matter. Instead of standing up for artists and using its resources to combat illegal
24 AI data scraping, it is forcing artists to take matters into their own hands.

25 406. What is more, while DeviantArt purported to spearhead a system for artists to opt-
26 out of having their works trained upon, these promises are mostly hollow.

1 407. DeviantArt’s proposal for artists to opt out was to utilize a system of HTML tags.
2 Artists who do not wish to have their content used for AI training can append the “noai” and
3 “noimageai” hashtags to the HTML page associated with their art.

4 408. This promise is misleading.

5 409. Even if an artist indicates they do not want their artwork used by affixing the
6 “noai” and “noimageai” directives to their HTML pages, it does not apply retroactively to AI
7 image products that have already been trained on their works, such as all the models at issue in
8 this Complaint.

9 410. Further, even if an artist appends “noai” or “noimageai” directives, however, that
10 is still not a guarantee that their work will not be used to train AI models. As indicated in
11 DeviantArt’s own TOS, “DeviantArt provides no guarantees that ‘noai’ or ‘noimageai’ directives
12 will be present each time Content is accessed, even if the creator does not consent to use of that
13 Content for Artificial Intelligence Purposes; and absence of such directives does not imply creator
14 consent has been granted. [¶] Users acknowledge that by uploading Content to DeviantArt, third-
15 parties may scrape or otherwise use their works without permission. DeviantArt provides no
16 guarantees that third parties will not include certain Content in external data sources, or
17 otherwise use a creator’s work for Artificial Intelligence Purposes, even when such directives are
18 present. By prohibiting such conduct, DeviantArt makes no guarantees that it will pursue each
19 unauthorized use of the Service, and the owners of the works are responsible for policing their
20 own works to the extent permitted by law.”

21
22 **COUNT FIFTEEN**

23 **Direct copyright infringement**
24 **by copying the DreamUp–CompVis Model and incorporating it into DreamUp**
25 **against DeviantArt**
26 **on behalf of the LAION-5B Registered Plaintiffs**

27 411. The preceding factual allegations are incorporated by reference.
28

1 412. Because Stable Diffusion 1.4 is an infringing Statutory Copy of the LAION-5B
2 Registered Works, the DreamUp–CompVis Model is too.

3 413. Because Stable Diffusion 1.4 is an infringing Statutory Derivative Work based on
4 the LAION-5B Registered Works, the DreamUp–CompVis Model is too.

5 414. The DreamUp–CompVis Model infringes the exclusive rights (under 17 U.S.C.
6 § 106) of the LAION-5B Registered Plaintiffs.

7 415. Because the DreamUp app contains a copy of DreamUp–CompVis Model, the
8 DreamUp app infringes copyrights owned by the LAION-5B Registered Plaintiffs.

9 416. The LAION-5B Registered Plaintiffs have been and continue to be injured by
10 DeviantArt’s multiple acts of direct copyright infringement. These plaintiffs are entitled to
11 statutory damages, actual damages, restitution of profits, and other remedies provided by law.

12
13 **COUNT SIXTEEN**

14 **Breach of contract**
15 **for violation of its Terms of Service**
16 **against DeviantArt**
17 **on behalf of the DeviantArt Plaintiffs**

18 417. The preceding factual allegations are incorporated by reference.

19 418. The DeviantArt Plaintiffs have accepted DeviantArt’s Terms of Service. Thus,
20 the DeviantArt Plaintiffs have formed a contract with DeviantArt. Copies of the applicable
21 agreements are attached as **Exhibit L: DeviantArt Terms of Service (Nov. 11, 2022)**, **Exhibit**
22 **M: DeviantArt Terms of Service (Jan. 11, 2023)**, and **Exhibit N: DeviantArt Privacy Policy**
23 **(Jan. 11, 2023)**.

24 419. The DeviantArt Plaintiffs have performed the obligations imposed on them by
25 DeviantArt’s Terms of Service.

26 420. Section 16 of the DeviantArt Terms of Service specifies the limited rights
27 DeviantArt has in the work of the DeviantArt Plaintiffs (emphasis added below):
28

1 16. Copyright in Your Content ... DeviantArt does not claim
2 ownership rights in Your Content. **For the sole purpose of enabling**
3 **us to make your Content available through the Service**, you grant
4 to DeviantArt a non-exclusive, royalty-free license to reproduce,
5 distribute, re-format, store, prepare derivative works based on, and
6 publicly display and perform Your Content ...

7 421. Though DeviantArt has the right to “reproduce,” “distribute,” and “prepare
8 derivative works based on” the works of the DeviantArt Plaintiffs, it may only do so “[f]or the
9 sole purpose of enabling us to make your Content available through the Service.”

10 422. The DeviantArt Plaintiffs put their work on DeviantArt because it held itself out
11 as a platform for increasing visibility of artists and their work. But by releasing DreamUp,
12 DeviantArt breached the Terms of Service in two ways:

- 13 a. DeviantArt exceeded its license grant in Section 16 and thereby breached
14 its explicit Terms of Service. Relative to a DeviantArt artist member whose
15 work was used for training the DreamUp–CompVis Model, in no sense
16 does DreamUp “make your Content available” to visitors. Rather, artist
17 “Content” was misappropriated to make a new commercial product.
- 18 b. DeviantArt breached the implied covenant of good faith and fair dealing.
19 The release of DreamUp unleashed a flood of AI-generated images on
20 DeviantArt that immediately began drowning out the work of human
21 artists like the DeviantArt Plaintiffs. By releasing DreamUp, DeviantArt
22 put itself into competition with the DeviantArt Plaintiffs and its other
23 artist members, undermining their very purpose in being on DeviantArt in
24 the first place. DeviantArt’s bad faith was further exemplified by its hasty
25 addition of a permissive new “Data Scraping & Machine Learning
26 Activities” provision to its Terms of Service after DeviantArt’s members
27 complained about the unfairness of DreamUp.

28 423. In an audio session on November 11, 2022—in response to outrage from the
DeviantArt artist community that had arisen in the two days since the release of DreamUp—
DeviantArt CEO Moti Levy took ownership of the decision to put a copy of the DreamUp–

1 CompVis Model inside the DreamUp app: “The reason why we’re using Stable Diffusion
2 because it’s the only option for us to take an open source [software engine] and modify it ... The
3 other platforms or the other companies do not allow it ... [A]nd by the way, that was my decision.
4 That’s our decision by me as the CEO. That’s my decision to take Stable Diffusion.”

5 424. At the beginning of the audio session, the DeviantArt terms of service were as
6 depicted in **Exhibit L: DeviantArt Terms of Service (Nov. 11, 2022)**. But shortly after the end
7 of this audio session, DeviantArt updated its Terms of Service. DeviantArt added a new
8 paragraph about “Data Scraping & Machine Learning Activities” that explicitly permits this kind
9 of usage under certain circumstances, so that Runway, Stability, Midjourney, and future AI
10 companies can continue to scrape DeviantArt for images with impunity. In so doing, DeviantArt
11 switched its loyalties from its artist members to AI companies seeking training data. The revised
12 terms are shown in **Exhibit M: DeviantArt Terms of Service (Jan. 11, 2023)**.

13 425. Although this “Data Scraping” provision acknowledges that certain kinds of data
14 scraping will continue to be an “unauthorized use” of the DeviantArt website, it also provides
15 that “owners of the works are responsible for policing their own works.” In other words, despite
16 its longstanding commitment to artists, DeviantArt washed its hands of the matter.

17 426. The DeviantArt Plaintiffs have suffered monetary damages as a result of
18 DeviantArt’s conduct.

19 427. DeviantArt’s conduct was a substantial factor in causing the DeviantArt Plaintiffs’
20 harm.

21 428. Unless enjoined by this Court, DeviantArt’s conduct will continue to cause the
22 DeviantArt Plaintiffs irreparable injury that cannot fully be compensated by money.

23 429. As a result of these material breaches by DeviantArt, the DeviantArt Plaintiffs are
24 entitled to an injunction requiring DeviantArt to comply with all the terms of the DeviantArt
25 Terms of Service.

1 430. The DeviantArt Plaintiffs are further entitled to recover from DeviantArt the
2 damages DeviantArt Plaintiffs sustained—including consequential damages—for the DeviantArt
3 Plaintiffs' costs in enforcing DeviantArt's Terms of Service.

4 431. The DeviantArt Plaintiffs are also entitled to recover restitution from DeviantArt
5 for any unjust enrichment, including gains, profits, and advantages that it has obtained as a result
6 of its breaches of the DeviantArt Terms of Service.

7
8 **COUNT SEVENTEEN**

9 **Unjust enrichment**
10 **under Cal. Bus. & Prof. Code § 17200 and California Common Law**
11 **against DeviantArt**
12 **on behalf of the DeviantArt Plaintiffs**

13 432. The preceding factual allegations are incorporated by reference.

14 433. DeviantArt has held itself out as a community that supports artists. By abusing
15 that trust and using the works hosted on DeviantArt to develop and promote DreamUp and the
16 DreamUp-CompVis Model, which is based on Stable Diffusion 1.4, DeviantArt has violated the
17 legal rights of the DeviantArt Plaintiffs, enabling it to receive profit and other benefits. It would
18 be unjust for DeviantArt to retain these benefits.

19 434. Plaintiffs and the Class have invested substantial time and energy in creating their
20 works, including those Plaintiffs chose to host on DeviantArt.

21 435. By using Plaintiffs' works to develop and promote DreamUp and the DreamUp-
22 CompVis Model, Plaintiffs and the Class were deprived of the benefit of the value of their works,
23 including monetary damages.

24 436. Plaintiffs did not consent to the unauthorized use of their works to develop and
25 promote DreamUp and the DreamUp-CompVis Model.

26 437. DeviantArt derived profit and/or other benefits from the use of Plaintiffs' works to
27 train, develop and promote DreamUp and the DreamUp-CompVis Model.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

438. It would be unjust for DeviantArt to retain those benefits.

439. The DeviantArt Plaintiffs are entitled to restitution, including disgorgement of profits and a constructive trust over all assets created with DreamUp and the DreamUp-CompVis Model.

XIX. JURY TRIAL DEMANDED

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all the claims asserted in this Complaint so triable.

1 Dated: November 29, 2023

By: /s/ Joseph R. Saveri
Joseph R. Saveri

2 Joseph R. Saveri (State Bar No. 130064)
3 Cadio Zirpoli (State Bar No. 179108)
4 Christopher K.L. Young (State Bar No. 318371)
5 Elissa A. Buchanan (State Bar No. 249996)
6 Travis Manfredi (State Bar No. 281779)
7 JOSEPH SAVERI LAW FIRM, LLP
8 601 California Street, Suite 1000
9 San Francisco, California 94108
10 Telephone: (415) 500-6800
11 Facsimile: (415) 395-9940
12 Email: jsaveri@saverilawfirm.com
13 czirpoli@saverilawfirm.com
14 cyoung@saverilawfirm.com
15 eabuchanan@saverilawfirm.com
16 tmanfredi@saverilawfirm.com

17
18 Matthew Butterick (State Bar No. 250953)
19 1920 Hillhurst Avenue, #406
20 Los Angeles, CA 90027
21 Telephone: (323) 968-2632
22 Facsimile: (415) 395-9940
23 Email: mb@buttericklaw.com

24 Brian D. Clark (*pro hac vice*)
25 Laura M. Matson (*pro hac vice*)
26 Arielle S. Wagner (*pro hac vice*)
27 Eura Chang (*pro hac vice*)
28 LOCKRIDGE GRINDAL NAUEN P.L.L.P.
100 Washington Avenue South, Suite 2200
Minneapolis, MN 55401
Telephone: (612)339-6900
Facsimile: (612)339-0981
Email: bdclark@locklaw.com
lmmatson@locklaw.com
aswagner@locklaw.com
echang@locklaw.com

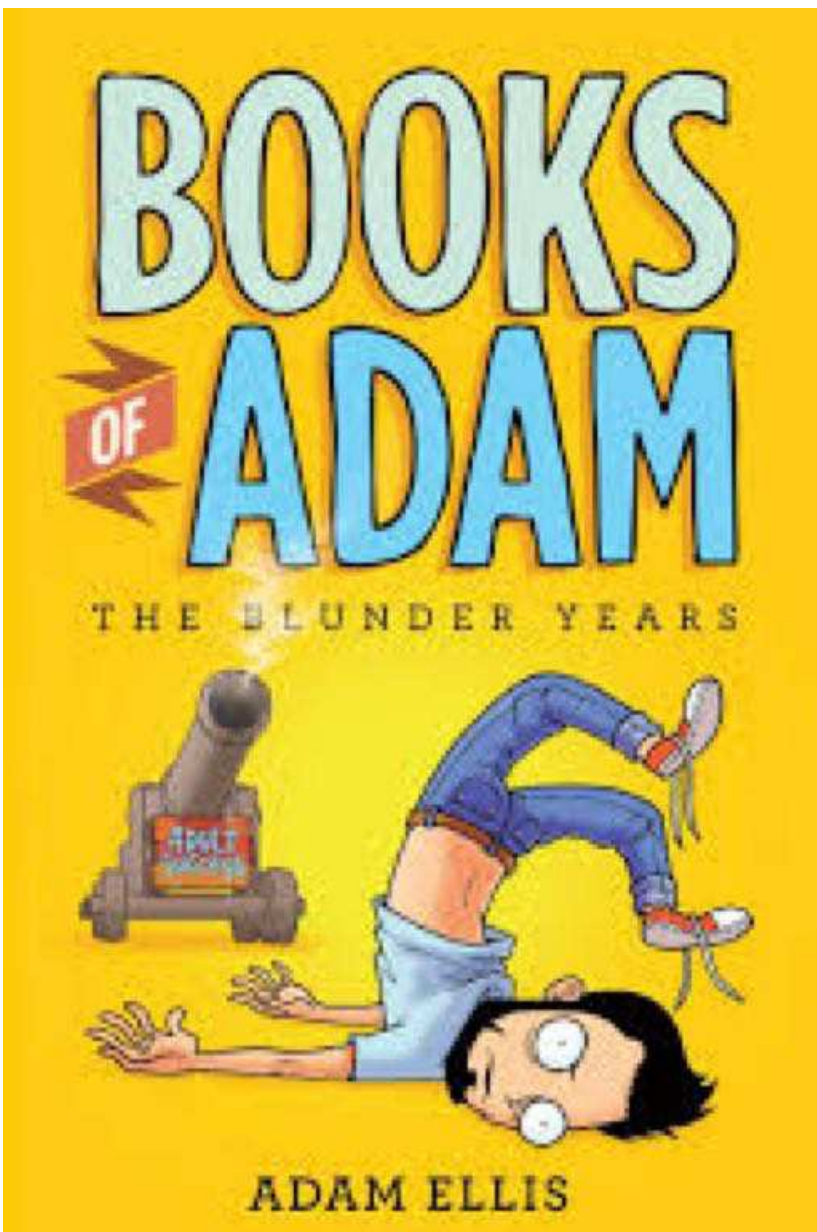
*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

EXHIBIT A

(Plaintiff Images in LAION-5B)

Exhibit A: Plaintiff images in LAION-5B — p.1

Adam Ellis: training image 1



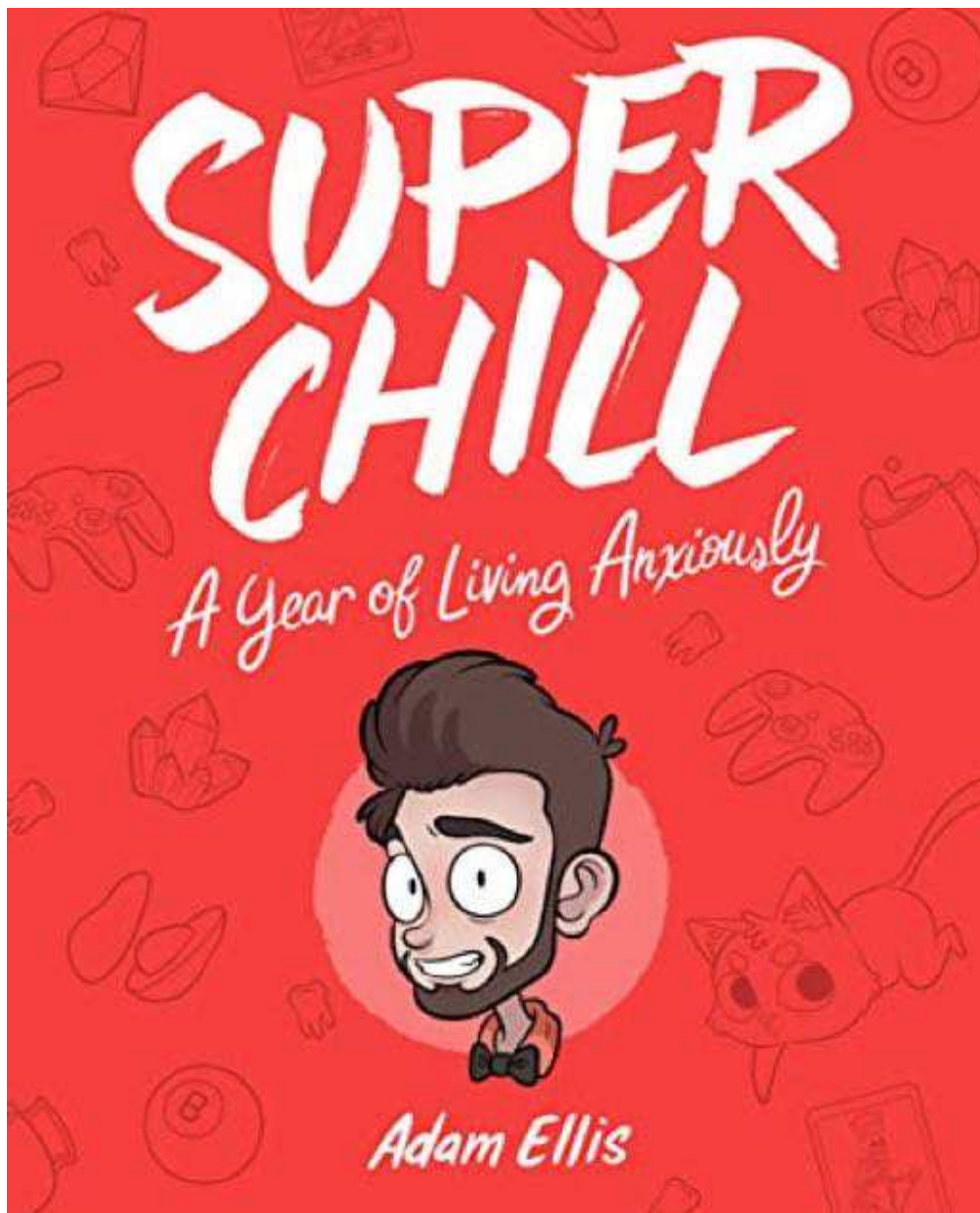
copyright registration: Books of Adam: The Blunder Years (TX0007828053)

LAION-5B caption: "Books of Adam: The Blunder Years: Amazon.co.uk: Ellis, Adam: 9781455516988: Books"

LAION-5B url: <https://encrypted-tbn0.gstatic.com/images?q=tbn%3AANd9GcRnImySh0VND6u725x2gC6LDVsEQ84qkn9Ywg&usqp=CAU>

Exhibit A: Plaintiff images in LAION-5B — p.2

Adam Ellis: training image 2



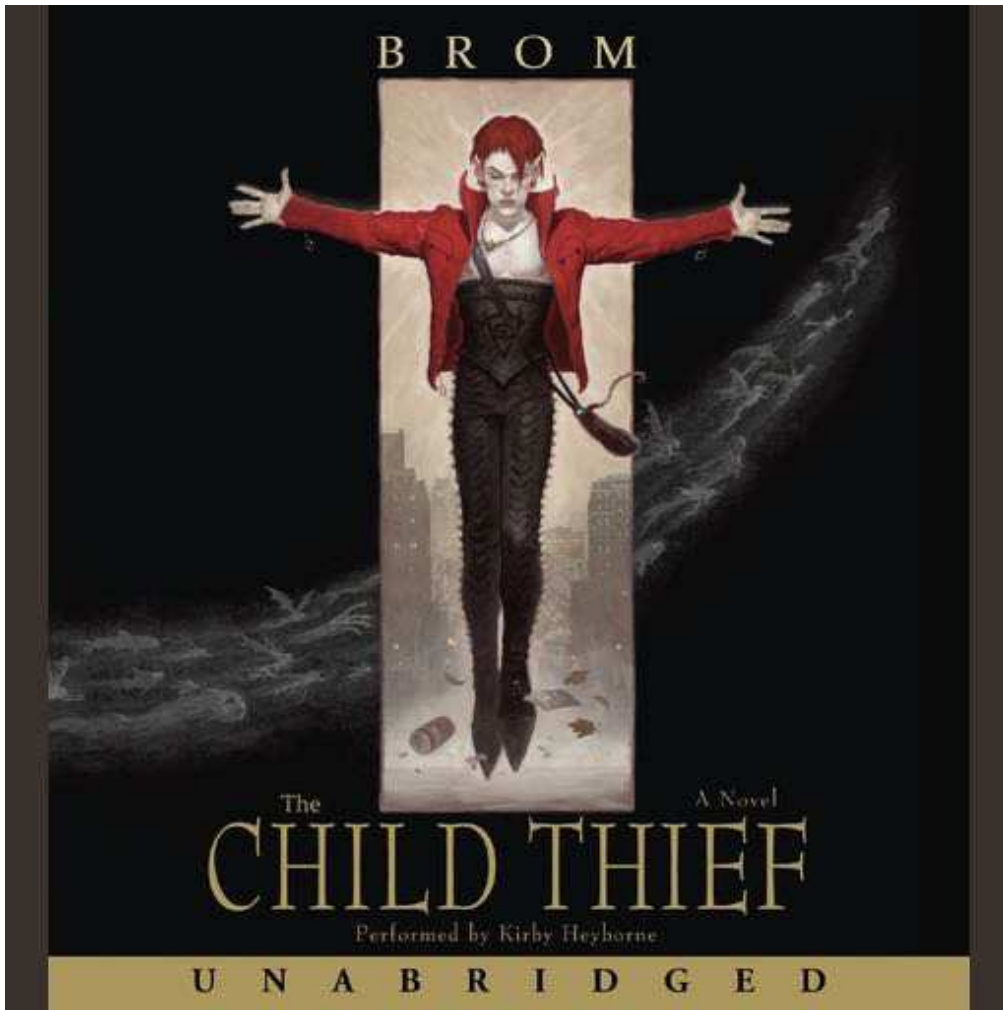
copyright registration: Super Chill: A Year of Living Anxiously (TX0008744896)

LAION-5B caption: "Super Chill: A Year of Living Anxiously"

LAION-5B url: <http://dianereviewsbooks.com/wp-content/uploads/2018/08/Super-Chill-A-Year-of-Living-Anxiously.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.3

Gerald Brom: training image 1



copyright registration: The Child Thief (TX0007054207)

LAION-5B caption: "The Child Thief, brom"

LAION-5B url: <https://assets1.bmstatic.com/assets/audiobooks-covers/82/5f/5swoQQPq-large.jpeg?ts=1620993636>

Exhibit A: Plaintiff images in LAION-5B — p.4

Gerald Brom: training image 2



copyright registration: The Child Thief (TX0007054207)

LAION-5B caption: "rebeccacablah: meloramylin: Peter Pan from Brom's 'The Child Thief'. One day I will be as good as Brom, one day. That's an interesting Peter Pan -Ell"

LAION-5B url: https://64.media.tumblr.com/tumblr_luubyxXds51qdj4y0o1_500.jpg

Exhibit A: Plaintiff images in LAION-5B — p.5

Gerald Brom: training image 3



copyright registration: The Child Thief (TX0007054207)

LAION-5B caption: "The Reverend from The Child Thief - Gerald Brom"

LAION-5B url: <https://i.pinimg.com/736x/36/77/bd/3677bd135a32459c08c54a44ca3ccfa2--character-portraits-character-art.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.6

Gerald Brom: training image 4



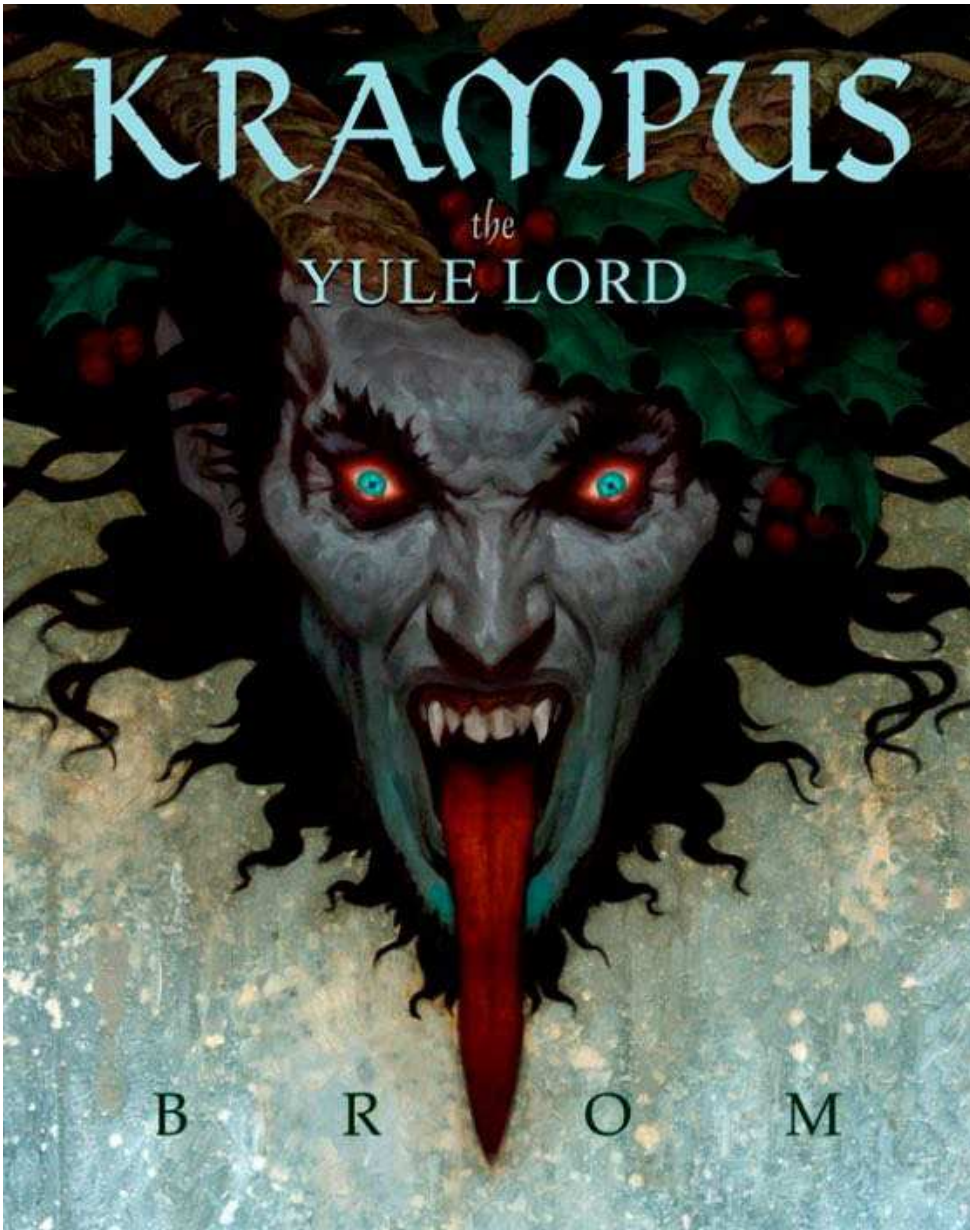
copyright registration: The Child Thief (TX0007054207)

LAION-5B caption: """"Lady of the Lake - """"The Child Thief"""" art by Gerald Brom""""

LAION-5B url: https://images.squarespace-cdn.com/content/v1/5899d53e6b8f5bbffd742979/1492977352451-EIIF54EAB3YBBGPEASTT/ke17ZwdGBToddI8pDm48kJuCwfBQEdHistWF5wjmTMFZw-zPPgdn4jUwVcJE1ZvWET5uBSRWt4vQZAgtJucoTqqXjS3CfNDSuuf31e0tVHpYDFI1c4r69BCax3u6qJT7_KK4PuRCi3OEgD_X6zhXabq7Bp_UDyUGhG1qO9rm8/image-asset.jpeg

Exhibit A: Plaintiff images in LAION-5B — p.7

Gerald Brom: training image 5



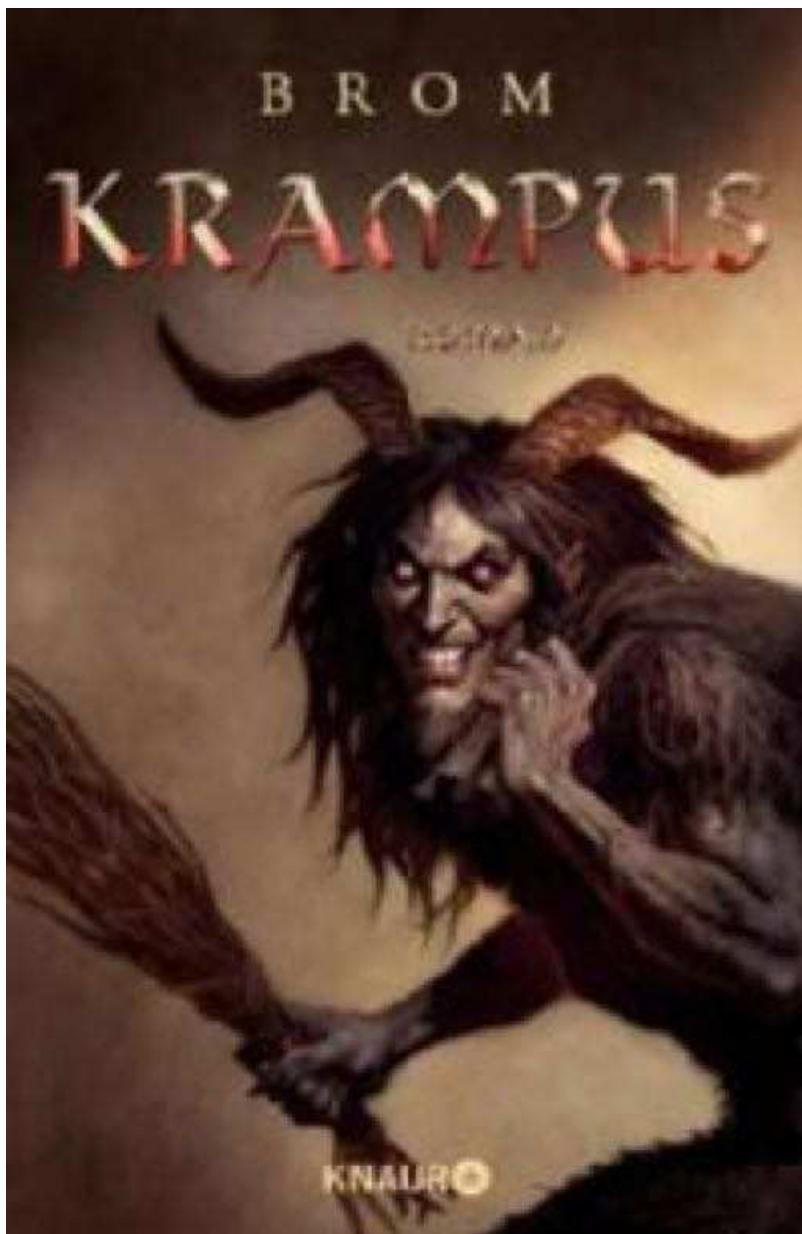
copyright registration: Krampus (TX0007639837)

LAION-5B caption: "Krampus by Brom"

LAION-5B url: https://darkermagazine.ru/uploads/files_elfinder/2013/11/Tma_v_knigah/brom1.jpg

Exhibit A: Plaintiff images in LAION-5B — p.8

Gerald Brom: training image 6



copyright registration: Krampus (TX0007639837)

LAION-5B caption: "Krampus - Brom, Jakob Schmidt"

LAION-5B url: <https://wasliestdu.de/dateien/styles/width-200/public/cover/5/5A/5AE/krampus-brom.jpeg?itok=hVeroOc>

Exhibit A: Plaintiff images in LAION-5B — p.9

Gerald Brom: training image 7



copyright registration: Krampus (TX0007639837)

LAION-5B caption: "An Exclusive First Look at Brom's New Dark Fantasy Book — Featuring Krampus, the Christmas Devil!"

LAION-5B url: <http://i.kinja-img.com/gawker-media/image/upload/s--JBXh1XGL--/17f0hqcos6s7ajpg.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.10

Gerald Brom: training image 8



copyright registration: Krampus (TX0007639837)

LAION-5B caption: "Krampus artwork by Brom"

LAION-5B url: <http://images5.fanpop.com/image/photos/29400000/Krampus-artwork-by-Brom-fantasy-art-29435330-317-500.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.11

Gerald Brom: training image 9



copyright registration: Krampus (TX0007639837)

LAION-5B caption: "Krampus artwork by Brom"

LAION-5B url: <http://images5.fanpop.com/image/photos/29400000/Krampus-artwork-by-Brom-fantasy-art-29435349-404-500.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.12

Gerald Brom: training image 10



copyright registration: Krampus (TX0007639837)

LAION-5B caption: "Krampus: The Yule Lord"

LAION-5B url: <https://i.pinimg.com/236x/83/d5/46/83d54653a794350a7aed14305ab59fc2--dark-fantasy-fantasy-art.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.13

Gerald Brom: training image 11



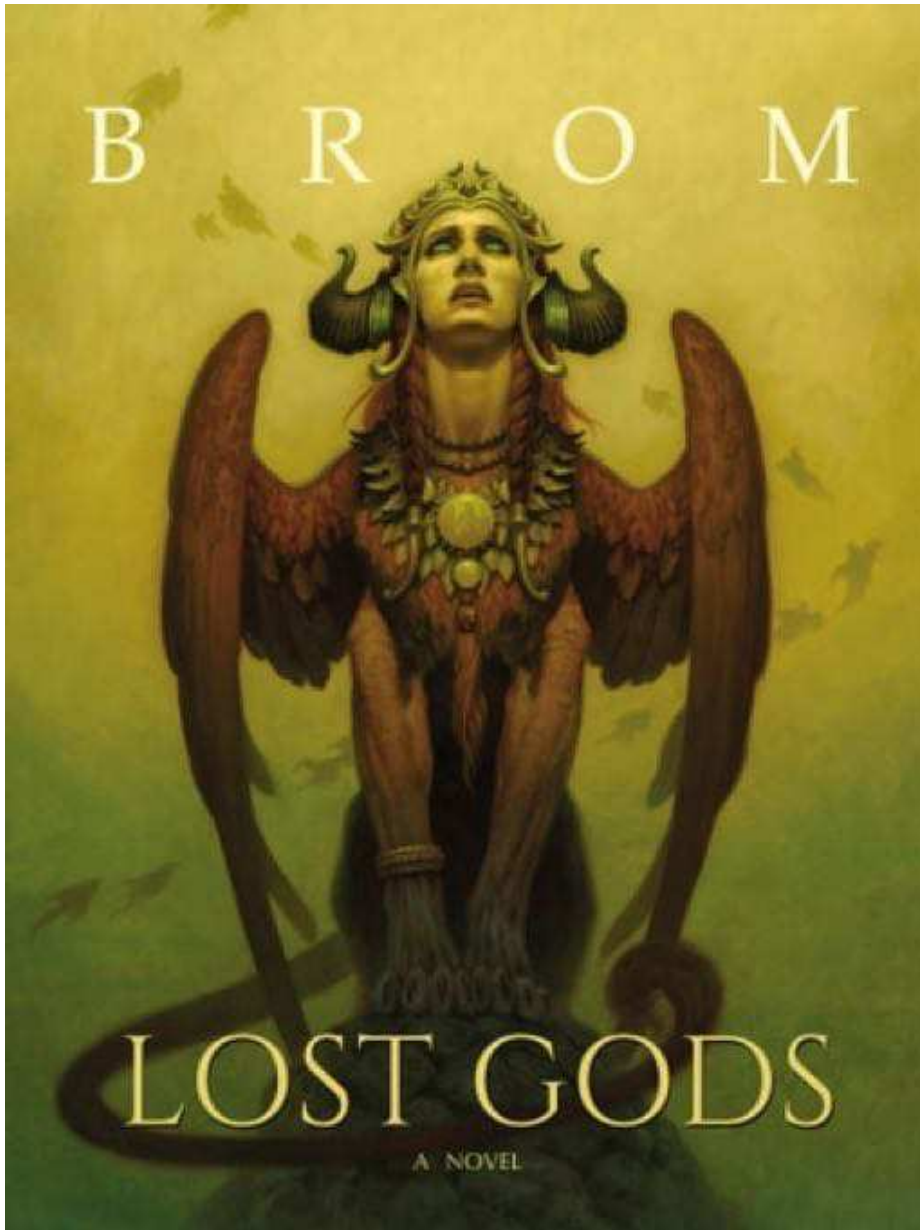
copyright registration: Krampus (TX0007639837)

LAION-5B caption: "Perchta (aka Mrs. Claus) Brom"

LAION-5B url: <https://gneissmoon.files.wordpress.com/2014/01/perchta-aka-mrs-claus-brom.jpg?w=584>

Exhibit A: Plaintiff images in LAION-5B — p.14

Gerald Brom: training image 12



copyright registration: Lost Gods (TX0008339972)

LAION-5B caption: "Lost Gods - A Novel ebook by Brom"

LAION-5B url: <https://cdn.kobo.com/book-images/7eab2fb4-8442-47a4-b8df-0ffbc914ea0a/353/569/90/False/lost-gods-3.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.15

Gerald Brom: training image 13



copyright registration: Lost Gods (TX0008339972)

LAION-5B caption: "Brom - Lost Gods"

LAION-5B url: <https://atticcartomancy.com/cards/wp-content/uploads/2017/11/brom-lost-gods.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.16

Gerald Brom: training image 14



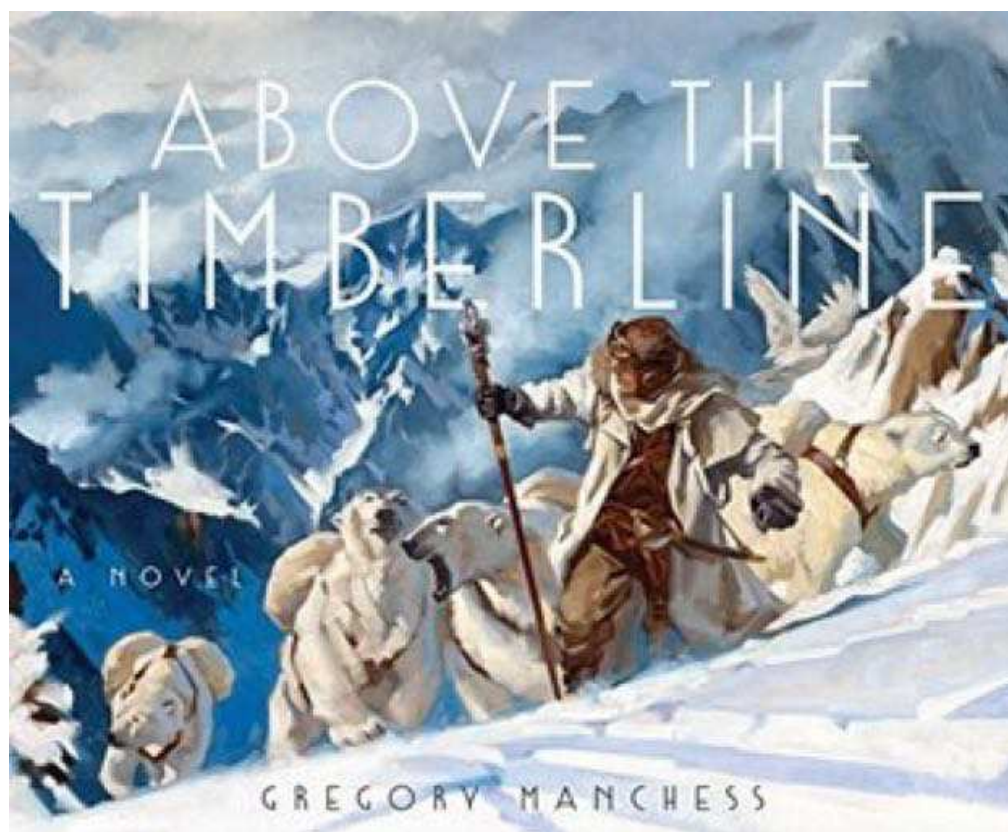
copyright registration: Lost Gods (TX0008339972)

LAION-5B caption: "Gerald Brom Art painting illustration lord Kashaol"

LAION-5B url: <https://conceptartworld.com/wp-content/uploads/2009/08/Gerald-Brom-Art-painting-illustration-lord-Kashaol-680x863.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.17

Gregory Manchess: training image 1



copyright registration: Above the Timberline (TX0008571339)

LAION-5B caption: "Gregory Manchess: Above the Timberline"

LAION-5B url: <https://images.gr-assets.com/books/1492892244l/34937679.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.19

Gregory Manchess: training image 3



copyright registration: Above the Timberline (TX0008571339)

LAION-5B caption: "Above the Timberline cover reveal Greg Manchess"

LAION-5B url: https://i0.wp.com/www.tor.com/wp-content/uploads/2017/04/Timberline_interior02-740x303.jpg?resize=740%2C303&

Exhibit A: Plaintiff images in LAION-5B — p.20

Gregory Manchess: training image 4



copyright registration: Above the Timberline (TX0008571339)

LAION-5B caption: "Above the Timberline cover reveal Greg Manchess"

LAION-5B url: https://i1.wp.com/www.tor.com/wp-content/uploads/2017/04/Timberline_interior03-740x303.jpg?resize=740%2C303&

Exhibit A: Plaintiff images in LAION-5B — p.21

Gregory Manchess: training image 5



copyright registration: Above the Timberline (TX0008571339)

LAION-5B caption: "Above the Timberline by Greg Manchess"

LAION-5B url: https://i2.wp.com/www.tor.com/wp-content/uploads/2017/10/Timberline_Man chess_1.png?fit=740%2C+9999&

Exhibit A: Plaintiff images in LAION-5B — p.22

Gregory Manchess: training image 6



copyright registration: Above the Timberline (TX0008571339)

LAION-5B caption: "big wild cats running in snow by Gregory Manchess"

LAION-5B url: https://1.bp.blogspot.com/-3lWaoifW5Vo/XtFB3KdHL_I/AAAAAAAAI2w/aS7LE88FXEML98q8Waqd3_8ai-tqiMPDgCLcBGAsYHQ/s640/Gregory%2BManchess.jpg

Exhibit A: Plaintiff images in LAION-5B — p.23

Gregory Manchess: training image 7



copyright registration: Above the Timberline (TX0008571339)

LAION-5B caption: "Above the Timberline cover reveal Greg Manchess"

LAION-5B url: https://i0.wp.com/www.tor.com/wp-content/uploads/2017/04/Timberline_interior04-740x303.jpg?resize=740%2C303&type=vertical&quality=100

Exhibit A: Plaintiff images in LAION-5B — p.24

Grzegorz Rutkowski: training image 1



copyright registration: unregistered

LAION-5B caption: "Dragon's Breath by Grzegorz Rutkowski"

LAION-5B url: <https://i.pinimg.com/736x/79/29/85/792985ea833c93fd0da1548ba4c05189.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.25

Grzegorz Rutkowski: training image 2



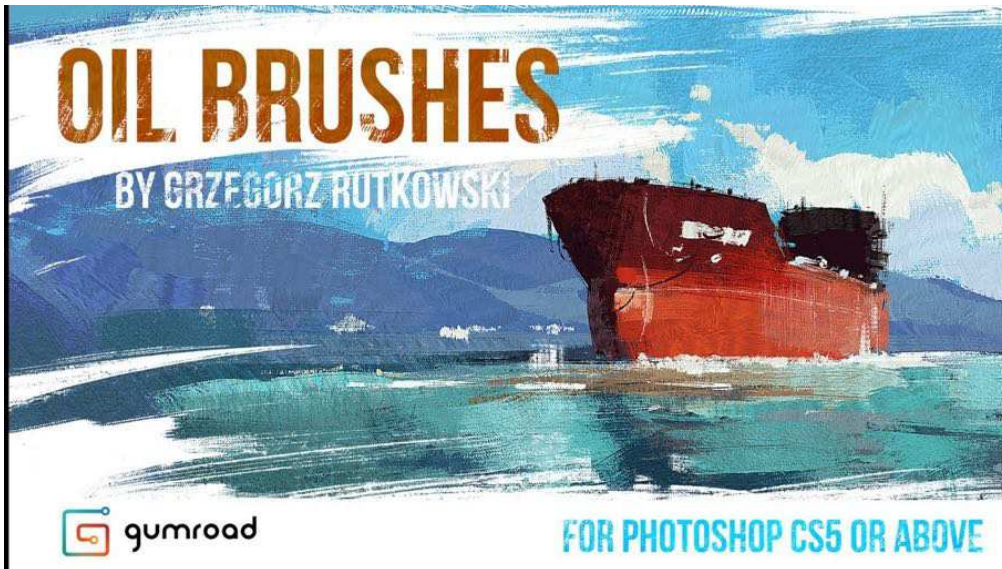
copyright registration: unregistered

LAION-5B caption: "Grzegorz rutkowski dwarf 2 4"

LAION-5B url: https://cdn.artstation.com/p/assets/images/images/004/111/222/20161129145028/smaller_square/grzegorz-rutkowski-dwarf-2-4.jpg?1480452628

Exhibit A: Plaintiff images in LAION-5B — p.26

Grzegorz Rutkowski: training image 3



copyright registration: unregistered

LAION-5B caption: "Oil Brushes for photoshop - Grzegorz Rutkowski"

LAION-5B url: https://i.ytimg.com/vi/B-fdzHA1e_0/maxresdefault.jpg

Exhibit A: Plaintiff images in LAION-5B — p.27

Grzegorz Rutkowski: training image 4



copyright registration: unregistered

LAION-5B caption: "Grzegorz rutkowski swamp ambush over 2 1400"

LAION-5B url: https://cdn.artstation.com/p/assets/images/images/000/100/545/20140612051639/smaller_square/grzegorz-rutkowski-swamp-ambush-over-2-1400.jpg?1443932333

Exhibit A: Plaintiff images in LAION-5B — p.28

Grzegorz Rutkowski: training image 5



copyright registration: unregistered

LAION-5B caption: "1266-battle-of-dragon-cavern-grzegorz-rutkowski"

LAION-5B url: <https://images.squarespace-cdn.com/content/58616771e4fcb5ea1259f197/1503704199669-FDQUDP3LTUE5JWOYNRKU/1266-battle-of-dragon-cavern-grzegorz-rutkowski?format=1000w&content-type=image%2Fjpeg>

Exhibit A: Plaintiff images in LAION-5B — p.29

Grzegorz Rutkowski: training image 6



copyright registration: unregistered

LAION-5B caption: "Fisherman's boy by 88grzes"

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/intermediary/f/0f32ddfc-07dd-4afe-bcfd-60218bd1c565/dc2245x-e9edc8ec-a841-47e9-82a5-99d7869468bd.jpg/v1/fill/w_454,h_250,q_70,strp/fisherman_s_boy_by_88grzes_dc2245x-250t.jpg

Exhibit A: Plaintiff images in LAION-5B — p.31

Grzegorz Rutkowski: training image 8



copyright registration: unregistered

LAION-5B caption: "Underwater by 88grzes "

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/intermediary/f/0f32ddfc-07dd-4afe-bcfd-60218bd1c565/d2hm9de-dad37eb6-e461-4a55-8152-9c23feb2f6c7.jpg/v1/crop/w_238,h_250,x_0,y_0,scl_0.35789473684211,q_70,strip/underwater_by_88grzes_d2hm9de-250t.jpg

Exhibit A: Plaintiff images in LAION-5B — p.32

Hawke Southworth: training image 1



copyright registration: unregistered

LAION-5B caption: “.:Flowers:. by Hauket”

LAION-5B url: https://images-wixmp-ed30a86b8c4ca88773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/dd6wlk4-48bb99ad-4c4a-401f-a54d-a7a1d3ac93fe.png/v1/crop/w_174,h_250,x_0,y_0,scl_0.10028818443804,strip/_flowers__by_hauket_dd6wlk4-250t.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJzdWIiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwiaXNzIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVIYTBMjZlMCIsm9iail6W1t7ImhlaWdodCI6Ijw9MjMwNiIsbnBhdGgiOiJlc2ZlL2I2OWQzYzVhLWE1NmItNDQ0MC05OTczLWJhZjk4MmRkMTlhNFwvZGQ2d2xrNC00OGJiOTlhZC00YzRhLTQwMmYtYTU0ZC1hN2ExZDZhYzZmUucG5nIiwid2lkdGgiOiI8PTE2MDAifV1dLCJhdWQiOiIsidXJuOnNlcnZpY2U6aW1hZ2Z2Uub3BlcmF0aWw9ucyJdfQ.Pnqpkwx83memsriyWr4IWGn1h-fqWz_KeDJVIZk-G9A

Exhibit A: Plaintiff images in LAION-5B — p.33

Hawke Southworth: training image 2



copyright registration: unregistered

LAION-5B caption: "Baby Spire Auction!! closed by Hauket"

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d8tmba5-287313eb-e225-487f-a2c2-031c094c53a4.png/v1/fill/w_887,h_901,q_75,strp/baby_spire_auction___closed_by_hauket-d8tmba5.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBWbWVhMGQyNmUwLWliwic3ViljoidXJuOmFwcDo3ZTBkMTg4OTgmYjY0MzczYTVMMGQ0MTVlYTBkMjZlMCIslmF1ZCI6WyJ1cm46c2VydmVhZTppbWFnZS5vcGVyYXRpb25zIl0sIm9iail6W1t7InBhdGgiOiIiZi9iNjlkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDh0bWJhNS0yODczMTNiY1lMj1LTQ4N2YtYTJjMi0wMzFjMk0yZUzYTUcG5nliwid2lkdGgiOiI8PTg4NyIsImhlaWdodCI6Ijw9OTAxIn1dXX0.qS-sSX_S5fRnFoluzvd_x1e2pDq8WGZYXsgBbBKHuhQ

Exhibit A: Plaintiff images in LAION-5B — p.34

Hawke Southworth: training image 3



copyright registration: unregistered

LAION-5B caption: "more fox customs by Hauket"

LAION-5B url: [https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d5cckb3-732d3f4d-9332-49df-](https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d5cckb3-732d3f4d-9332-49df-bfb6-6d55b5d8167e.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoiaXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMGQ0MTVIYTBMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmalWxLmRvd25sb2FkI0sIm9iail6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZlTQ0NDAOTk3My1iYWY5ODJkZDE5YTQvZDVja2tiMy03MzJkM2Y0ZC05MzMyLTQ5ZGYtYmZiNi02ZDU1YjVjvODE2N2UucG5nIn1dXX0.Oyt3kHmGsVxdmiNFVcP-ifGsgxNY_PwFFkLYCS-bhzI)

[bfb6-6d55b5d8167e.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoiaXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMGQ0MTVIYTBMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmalWxLmRvd25sb2FkI0sIm9iail6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZlTQ0NDAOTk3My1iYWY5ODJkZDE5YTQvZDVja2tiMy03MzJkM2Y0ZC05MzMyLTQ5ZGYtYmZiNi02ZDU1YjVjvODE2N2UucG5nIn1dXX0.Oyt3kHmGsVxdmiNFVcP-ifGsgxNY_PwFFkLYCS-bhzI](https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d5cckb3-732d3f4d-9332-49df-bfb6-6d55b5d8167e.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoiaXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMGQ0MTVIYTBMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmalWxLmRvd25sb2FkI0sIm9iail6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZlTQ0NDAOTk3My1iYWY5ODJkZDE5YTQvZDVja2tiMy03MzJkM2Y0ZC05MzMyLTQ5ZGYtYmZiNi02ZDU1YjVjvODE2N2UucG5nIn1dXX0.Oyt3kHmGsVxdmiNFVcP-ifGsgxNY_PwFFkLYCS-bhzI)

Exhibit A: Plaintiff images in LAION-5B — p.35

Hawke Southworth: training image 4



copyright registration: unregistered

LAION-5B caption: “.:Kebanzu Summer Event!!!. by Hauket”

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/intermediary/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/dcgqfee-5106c503-7095-468a-90de-0289ea2d0111.png/v1/fill/w_179,h_200,strip/_kebanzu_summer_event____by_hauket_dcgqfee-200h.png

Exhibit A: Plaintiff images in LAION-5B — p.36

Hawke Southworth: training image 5



copyright registration: unregistered

LAION-5B caption: "Fox Mask preview by Hauket"

LAION-5B url: https://images-wixmp-ed30a86b8c4ca88773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d58dg7k-10e2fb0f-4cf9-44b5-8870-a28854c62fb7.png/v1/fill/w_800,h_580,q_75,strp/fox_mask_preview_by_aviator33-d58dg7k.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBWbWVhMGQyNmUwIiwic3ViIjoiaXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTViYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbWFnZS5vcGVyYXRpb25zIl0sIm9iail6W1t7InBhdGgiOiIvZi9iInJkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDU4ZGc3ay0xM GUyZmlwZi00Y2Y5LTQ0YjU0ODg3MC1hMjg4NTRjNjJmYjYucucG5nIiwid2lkdGgiOiIiPTgwMCIsmhlaWdodCI6Ijw9NTgwin1dXX0.vYb5MDK4rMt7ViV4PFRHUQ4FAPbdnyrXkbC5SMnH7U8

Exhibit A: Plaintiff images in LAION-5B — p.37

Hawke Southworth: training image 6



copyright registration: unregistered

LAION-5B caption: "Feerin Sketch Ref by Hauket"

LAION-5B url: [https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d6d3pwq-39e51726-d2b6-403f-](https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d6d3pwq-39e51726-d2b6-403f-81f1-5e89af36151b.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViOiJ1dXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzcyYTYvMGQ0MTVIYTBkMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmWxlLmRvd25sb2Fkl0slm9iail6W1t7InBhdGgiOiIvZi9iNjIyM1Y1S1hNTZlTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDZkM3B3cS0zOWU1MTcyNi1kMm12LTQwM2YtODFmMS01ZTg5YWYzNjE1MWlucG5nIn1dXX0.v2d8-x8dnbkON5oqXQRU7utY3LfUXfOvwekEGq1eZoY)

81f1-5e89af36151b.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViOiJ1dXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzcyYTYvMGQ0MTVIYTBkMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmWxlLmRvd25sb2Fkl0slm9iail6W1t7InBhdGgiOiIvZi9iNjIyM1Y1S1hNTZlTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDZkM3B3cS0zOWU1MTcyNi1kMm12LTQwM2YtODFmMS01ZTg5YWYzNjE1MWlucG5nIn1dXX0.v2d8-x8dnbkON5oqXQRU7utY3LfUXfOvwekEGq1eZoY

Exhibit A: Plaintiff images in LAION-5B — p.38

Hawke Southworth: training image 7



copyright registration: unregistered

LAION-5B caption: "Shapeshifter Character Design"

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/b69d3c5a-a56b-4440-9973-baf982dd19a4/d9d40e2-89e81c82-4361-43ad-8d9e-b25de45bc2b1.png/v1/fill/w_947,h_844,q_75,strp/shapeshifter_nomad_sketches_by_hauket-d9d40e2.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNlVhMGQyNmUwIiwiaWUiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNlVhMGQyNmUwIiwiaWF0IjoiYm9mZDQzOTBkMTY1YS1hNTZiLTQ0NDAtOTk3My1iYXN0eXQvZDIkNG9lMi04OWU4MWM4Mi00MzYxLTQzYWQtOGQ5ZS1iMjVjZTQ1YmMyYjEucG5nIiwid2lkdGgiOiI8PTk0NyIsImhlaWdodCI6Ijw9ODQ0In1dXX0.FUCB2L9XyF2e7dVsRW5fEfe_EdlbZZ-kAb7R6-FudEY

Exhibit A: Plaintiff images in LAION-5B — p.39

Jingna Zhang: training image 1



copyright registration: Anouk (VA0001911930)

LAION-5B caption: "Fashion Gone Rogue: Anouk by Jingna Zhang, via Behance"

LAION-5B url: <https://i.pinimg.com/236x/4b/5e/b9/4b5eb92903fa8c8efb6c604eac96c19e--editorial-fashion-fashion-shoot.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.40

Jingna Zhang: training image 2



copyright registration: Anouk (VA0001911930)

LAION-5B caption: "anouk van kleef6 Anouk van Kleef by Zhang Jingna for Fashion Gone Rogue"

LAION-5B url: <https://www.fashiongonerogue.com/wp-content/uploads/2013/11/anouk-van-kleef6.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.41

Jingna Zhang: training image 3



copyright registration: Anouk (VA0001911930)

LAION-5B caption: "anouk van kleef4 Anouk van Kleef by Zhang Jingna for Fashion Gone Rogue"

LAION-5B url: <https://www.fashiongonerogue.com/wp-content/uploads/2013/11/anouk-van-kleef4.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.42

Jingna Zhang: training image 4



copyright registration: Anouk (VA0001911930)

LAION-5B caption: "anouk van kleef5 Anouk van Kleef by Zhang Jingna for Fashion Gone Rogue "

LAION-5B url: <https://i.pinimg.com/236x/92/8c/31/928c318483980203aa17488f2b23152f.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.43

Jingna Zhang: training image 5



copyright registration: Anouk (VA0001911930)

LAION-5B caption: "anouk van kleef9 Anouk van Kleef by Zhang Jingna for Fashion Gone Rogue "

LAION-5B url: <https://www.fashiongonerogue.com/wp-content/uploads/2013/11/anouk-van-kleef9.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.44

Jingna Zhang: training image 6



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: “☆ Motherland Chronicles : |: Photographer Zhang Jingna ☆”

LAION-5B url: <https://i.pinimg.com/736x/c0/37/4a/c0374aad0404c333b0ba5943c4c08b62.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.45

Jingna Zhang: training image 7



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland Chronicles #7 - Self Portrait in Water "

LAION-5B url: <https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1501891362755-4RG36SGG7AOZ38SM863X/Motherland-Chronicles-7-Self-Portrait-in-Water.jpg?content-type=image%2Fjpeg>

Exhibit A: Plaintiff images in LAION-5B — p.46

Jingna Zhang: training image 8



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Jingna Zhang Fashion, Fine Art & Beauty Photography – Blog "

LAION-5B url: <https://i.pinimg.com/originals/1f/6a/49/1f6a490bdb93abf07b9dde5d65fb3266.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.47

Jingna Zhang: training image 9



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "aurorae: Motherland Chronicles #18 - Julia by `zemotion on deviantART"

LAION-5B url: <https://i.pinimg.com/736x/8b/6c/23/8b6c239d46e3a49d2ead483b9949b8c0--character-ideas-character-design.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.48

Jingna Zhang: training image 10



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland Chronicles 20 Lily ii by Zhang Jingna (Zemotion)"

LAION-5B url: <https://i.pinimg.com/236x/da/96/4c/da964c6625fa4b85415fff027ab6511e.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.49

Jingna Zhang: training image 11



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Zhang Jingna fotografia fashion surreal"

LAION-5B url: <https://4.bp.blogspot.com/-CdFJwROrwEg/VJ7QLO-fq7I/AAAAAABDiw/uTnhuvOMbuY/s1600/Motherland-Chronicles-21---Her-Resting-Place.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.50

Jingna Zhang: training image 12



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Creative Photography by Zhang Jingna"

LAION-5B url: <https://i.pinimg.com/236x/d7/1a/92/d71a920d72731e7ea8fb1614e8a8a374--fairy-tales-make-up.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.51

Jingna Zhang: training image 13



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland Chronicles #24 - Alodia Photography: Zhang Jingna Model: Alodia Gosiengfiao Hair: James Thomas Makeup: Lindsey Rivera Photo Assistants: Julia Wang, JoEllen Elam Lace top: Mother of London Skirt: Firefly Path Headdress: Bubbles And Frown Studio: Pillar Box Studios "

LAION-5B url: <https://i.pinimg.com/236x/31/85/c2/3185c24ec79cc4c26bedc69017041a10.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.52

Jingna Zhang: training image 14



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "zemotion - Motherland Chronicles 25 - Raven Girl "

LAION-5B url: https://farm6.staticflickr.com/5513/94499666347_0e65d52305_z.jpg

Exhibit A: Plaintiff images in LAION-5B — p.53

Jingna Zhang: training image 15



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland Chronicles - Lyle , 2013"

LAION-5B url: <https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1405552398485-7BWXX3SL5QK8UP3UYTIQ/Motherland-Chronicles-29---Lyle.jpg?content-type=image%2Fjpeg>

Exhibit A: Plaintiff images in LAION-5B — p.54

Jingna Zhang: training image 16



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Fantasy-Inspired Portraits of Beautifully Surreal Women - Zhang Jingna (aka zemotion) "

LAION-5B url: <https://i.pinimg.com/236x/e4/20/89/e42089e1a2367befe0bc7de896dad4ef.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.55

Jingna Zhang: training image 17



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland Chronicles 32 - Ea by Zhang Jingna"

LAION-5B url: <https://cloudfront.srlounge.com/wp-content/uploads/2013/10/Motherland-Chronicles-32-Ea-Zhang-Jingna-zemotion.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.56

Jingna Zhang: training image 18



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland Chronicles #35 - Kalli , 2013 "

LAION-5B url: <https://images.squarespace-cdn.com/content/54551600e4b0a3c8f0e11fd4/1414868472628-ARNKQLNCZGPBTD7WRURK/Motherland-Chronicles-35---Kalli-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg>

Exhibit A: Plaintiff images in LAION-5B — p.57

Jingna Zhang: training image 19



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Epic fine-art photography by Zhang Jingna "

LAION-5B url: <https://i.pinimg.com/236x/7f/6b/97/7f6b972614c2d8ea0e42550778342c22.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.58

Jingna Zhang: training image 20



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Photography: Zhang Jingna "

LAION-5B url: <https://i.pinimg.com/236x/b2/d4/2e/b2d42efa905c6617a8bbffe848436adf.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.59

Jingna Zhang: training image 21



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "Motherland-Chronicle_Zhang-Jingna-41-From-the-Ashes.jpg "

LAION-5B url: <https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88>

[/1501891479498-0GSDWL5VWRHOVBQPQ39D3/Motherland-Chronicle_Zhang-Jingna-41-From-the-Ashes.jpg?content-type=image%2Fjpeg](https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1501891479498-0GSDWL5VWRHOVBQPQ39D3/Motherland-Chronicle_Zhang-Jingna-41-From-the-Ashes.jpg?content-type=image%2Fjpeg)

Exhibit A: Plaintiff images in LAION-5B — p.60

Jingna Zhang: training image 22



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "© Zhang Jingna.Motherland Chronicles - Dreaming, 2013 "

LAION-5B url: <https://images.squarespace-cdn.com/content/5702ab9d746fb9634796c9f9/1492020010865-DXWEY0KLNGLSCYRONGY/?content-type=image%2Fjpeg>

Exhibit A: Plaintiff images in LAION-5B — p.61

Jingna Zhang: training image 23



copyright registration: Motherland Chronicles (VA0001917341)

LAION-5B caption: "zemotion | Zhang Jingna Photography Blog: 8 Tips for Underwater Model Photography"

LAION-5B url: <https://i.pinimg.com/236x/ce/7a/d1/ce7ad1eb64a54b1b85864d7278efa355.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.62

Jingna Zhang: training image 24



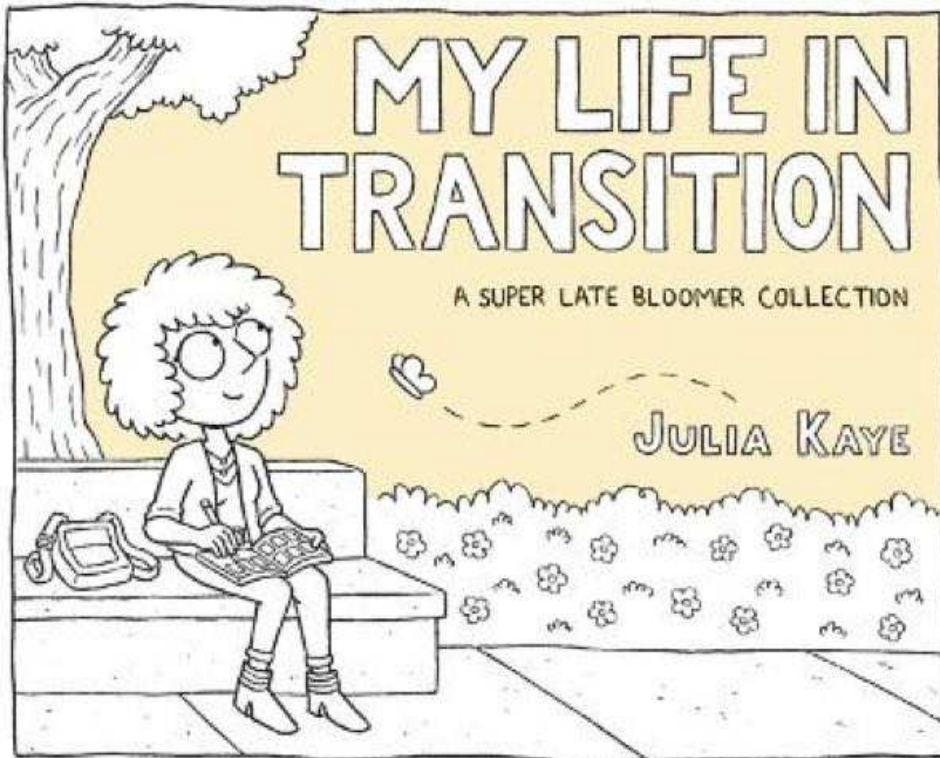
copyright registration: Portrait of Solitude (VA0001917201)

LAION-5B caption: "zemotion - Portrait of Solitude."

LAION-5B url: https://farm7.staticflickr.com/6129/5960733525_48da5b4f62_z.jpg

Exhibit A: Plaintiff images in LAION-5B — p.63

Julia Kaye: training image 1



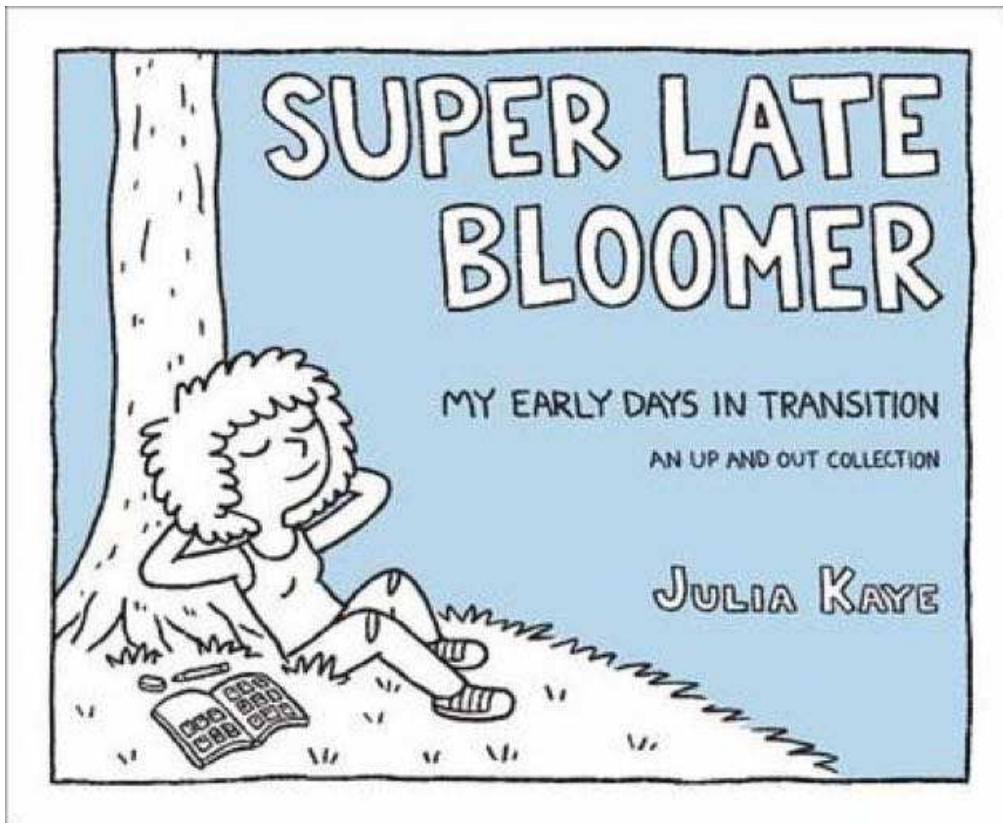
copyright registration: My Life in Transition: A Super Late Bloomer Collection (TX0009086758)

LAION-5B caption: "My Life in Transition - Julia Kaye"

LAION-5B url: <https://www.bokkilden.no/servlet/VisBildeServlet?produktId=25341455&width=400>

Exhibit A: Plaintiff images in LAION-5B — p.64

Julia Kaye: training image 2



copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

LAION-5B caption: "Super Late Bloomer: My Early Days in Transition - Kaye, Julia"

LAION-5B url: https://www3.alibris-static.com/super-late-bloomer-my-early-days-in-transition/isbn/9781449489625_l.jpg

Exhibit A: Plaintiff images in LAION-5B — p.65

Julia Kaye: training image 3



copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

LAION-5B caption: "Julia Kaye Tells Her Transgender Stories In Hilariously Emotional Comics"

LAION-5B url: https://www.tobeeko.com/wp-content/uploads/2017/07/julia-kaye-tells-her-transgender-stories-in-hilariously-emotional-comics_02.jpg

Exhibit A: Plaintiff images in LAION-5B — p.66

Julia Kaye: training image 4



copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

LAION-5B caption: "Julia Kaye Tells Her Transgender Stories In Hilariously Emotional Comics"

LAION-5B url: https://www.tobeeko.com/wp-content/uploads/2017/07/julia-kaye-tells-her-transgender-stories-in-hilariously-emotional-comics_03.jpg

Exhibit A: Plaintiff images in LAION-5B — p.67

Julia Kaye: training image 5



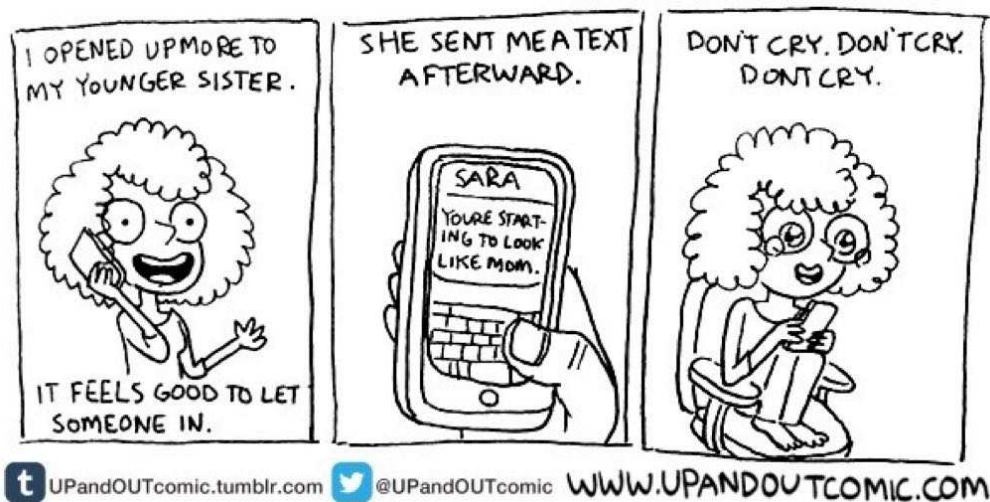
copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

LAION-5B caption: "Gender-transition-comics-transgender-julia-kaye"

LAION-5B url: https://www.boredpanda.com/blog/wp-content/uploads/2017/06/gender-transition-comics-transgender-julia-kaye-100-594cbfcd740de__700.jpg

Exhibit A: Plaintiff images in LAION-5B — p.68

Julia Kaye: training image 6



copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

LAION-5B caption: "Julia Kaye Tells Her Transgender Stories In Hilariously Emotional Comics"

LAION-5B url: https://www.tobeeko.com/wp-content/uploads/2017/07/julia-kaye-tells-her-transgender-stories-in-hilariously-emotional-comics_06.jpg

Exhibit A: Plaintiff images in LAION-5B — p.69

Karla Ortiz: training image 1



copyright registration: I. Nature (VA0002345330)

LAION-5B caption: "Dramatic graphite drawings by Karla Ortiz - Artists Inspire Artists"

LAION-5B url: <https://i.pinimg.com/736x/fb/d9/6c/fbd96c58dd3e579d358dc5218af1715d.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.70

Karla Ortiz: training image 2



copyright registration: Rigidum (VA0002344253)

LAION-5B caption: "Oil painting of a man sitting on a red couch by Karla Ortiz."

LAION-5B url: <https://visualartspassage.com/wp-content/uploads/2021/06/illustration-karla-drawing-painting-ortiz-drawing-painting.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.71

Karla Ortiz: training image 3



copyright registration: unregistered

LAION-5B caption: "Fantasy art of woman with birds by Karla Ortiz."

LAION-5B url: <https://visualartspassage.com/wp-content/uploads/2021/06/woman-illustration-falling-karla-ortiz-painting.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.72

Karla Ortiz: training image 4



copyright registration: unregistered

LAION-5B caption: "'La Dama y El Pasado' by Karla Ortiz"

LAION-5B url: <https://i.pinimg.com/736x/57/5d/ff/575dff5314a01db5fb3dd16bd948feb8--karla-ortiz-art-sites.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.73

Karla Ortiz: training image 5



copyright registration: unregistered

LAION-5B caption: "Karla-Ortiz-Mensajeros-2013.jpg"

LAION-5B url: <https://images.squarespace-cdn.com/content/5ab3f08a9f8770edeb8af6a1/1530383770342-AUECEBCJJFZHTB3LXXH3/Karla-Ortiz-Mensajeros-2013.jpg?format=1000w&content-type=image%2Fjpeg>

Exhibit A: Plaintiff images in LAION-5B — p.74

Karla Ortiz: training image 6



copyright registration: unregistered

LAION-5B caption: "by Karla Ortiz"

LAION-5B url: <https://i.pinimg.com/736x/bd/7b/87/bd7b879e57adf6d8e13966c645af0724--les-artists-bunny-rabbits.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.75

Karla Ortiz: training image 7



copyright registration: unregistered

LAION-5B caption: ""Ultimum"" by Karla Ortiz"

LAION-5B url: https://brokeassstuart.com/wp-content/picstnshit/2016/12/14947640_10155358540049409_609547523221697987_n.jpg

Exhibit A: Plaintiff images in LAION-5B — p.76

Karla Ortiz: training image 8



copyright registration: unregistered

LAION-5B caption: "El Ayer" by Karla Ortiz.

LAION-5B url: https://brokeassstuart.com/wp-content/pictsnShit/2016/12/10557178_10153005128874409_6767391962241637613_n.jpg

Exhibit A: Plaintiff images in LAION-5B — p.77

Karla Ortiz: training image 9



copyright registration: unregistered

LAION-5B caption: """"The Herd"" by Karla Ortiz (digital)""

LAION-5B url: <https://images.squarespace-cdn.com/content/v1/551d418fe4b05cce10fa9d0c>

[/1497565052019-63URKP9NXX66C9V4K6DE](https://images.squarespace-cdn.com/content/v1/551d418fe4b05cce10fa9d0c/1497565052019-63URKP9NXX66C9V4K6DE)

[/ke17ZwdGBToddI8pDm48kBDwWNHL63az8PYWyn6GpQMUqsxRUqqbr1mOJYKfIPR7LoDQ9mXPOjoJoqy81S2I8N_N4V1vUb5AoIIBLZhV](https://images.squarespace-cdn.com/content/v1/551d418fe4b05cce10fa9d0c/ke17ZwdGBToddI8pDm48kBDwWNHL63az8PYWyn6GpQMUqsxRUqqbr1mOJYKfIPR7LoDQ9mXPOjoJoqy81S2I8N_N4V1vUb5AoIIBLZhV)

[YxCRW4BPu10St3TBAUQYVKccqwmZ1C3tQbKp8OGjiqCZQE02QVRC4UdnGeJhh4FU6d8XBEBU0uPRRas2uMp0kFD/karine-foresti](https://images.squarespace-cdn.com/content/v1/551d418fe4b05cce10fa9d0c/YxCRW4BPu10St3TBAUQYVKccqwmZ1C3tQbKp8OGjiqCZQE02QVRC4UdnGeJhh4FU6d8XBEBU0uPRRas2uMp0kFD/karine-foresti)

[%C3%A9-white-rhino.jpg](https://images.squarespace-cdn.com/content/v1/551d418fe4b05cce10fa9d0c/%C3%A9-white-rhino.jpg)

Exhibit A: Plaintiff images in LAION-5B — p.78

Karla Ortiz: training image 10



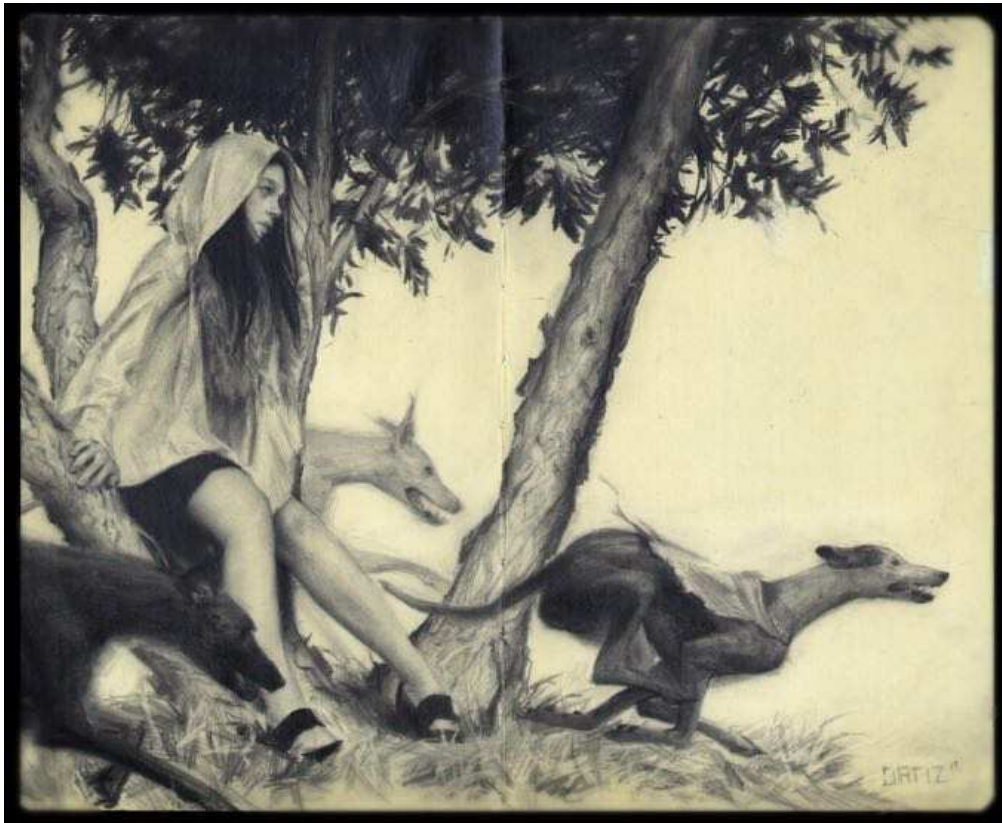
copyright registration: unregistered

LAION-5B caption: "Despierta (print), 2018, Archival pigment"

LAION-5B url: https://static.wixstatic.com/media/e8d3af_103129af461147c3a07c4126df3b23af~mv2.jpg

Exhibit A: Plaintiff images in LAION-5B — p.79

Karla Ortiz: training image 11



copyright registration: unregistered

LAION-5B caption: "Karla_Ortiz_Concept_Art_10_drawing_serfandhound"

LAION-5B url: http://conceptartworld.com/wp-content/uploads/2013/10/Karla_Ortiz_Concept_Art_10_drawing_serfandhound-680x554.jpg

Exhibit A: Plaintiff images in LAION-5B — p.80

Karla Ortiz: training image 12



copyright registration: unregistered

LAION-5B caption: "The Art of Karla Ortiz: Drawing process."

LAION-5B url: <https://i.pinimg.com/originals/07/b1/9b/07b19b2ca47d334633dabbbfaa64b7f3.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.81

Karla Ortiz: training image 13



copyright registration: unregistered

LAION-5B caption: "Karla Ortiz, 'Paz en Muerte'"

LAION-5B url: https://d7hftxdivxxvm.cloudfront.net/?resize_to=fit&width=400&height=547&quality=80&src=https%3A%2F%2Fd32dm0rphc51dk.cloudfront.net%2F3WqC38ho6Fk210sFQIdOOQ%2Flarge.jpg

Exhibit A: Plaintiff images in LAION-5B — p.82

Karla Ortiz: training image 14



copyright registration: unregistered

LAION-5B caption: "Sketchbook drawing, painting of female figure by Karla Ortiz."

LAION-5B url: <https://visualartspassage.com/wp-content/uploads/2021/06/karla-ortiz-portrait-painting-art.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.83

Karla Ortiz: training image 15



copyright registration: unregistered

LAION-5B caption: "Arwen by Karla Ortiz - Gallery Nucleus"

LAION-5B url: <https://i.pinimg.com/236x/68/a7/be/68a7be733b2cae2afc3234538ad41290.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.84

Kelly McKernan: training image 1



copyright registration: unregistered

LAION-5B caption: "Kelly McKernan, paintings"

LAION-5B url: <https://ego-altarego.com/wp-content/uploads/2015/05/Kelly-McKernan-paintings1-290x290.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.85

Kelly McKernan: training image 2



copyright registration: unregistered

LAION-5B caption: ""Kelly McKernan ""Provenance"" Watercolor 11"" x 14"" x 1.5"" """"""

LAION-5B url: <https://i.pinimg.com/236x/67/b8/d2/67b8d29838ebce8ce4bcec959f9953cc--gif-art-animated-gif.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.86

Kelly McKernan: training image 3



copyright registration: unregistered

LAION-5B caption: ""Concede", by Kelly McKernan"

LAION-5B url: <https://i.pinimg.com/236x/28/80/01/288001d473150a9d3b091ec57f306f1a.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.87

Kelly McKernan: training image 4



copyright registration: unregistered

LAION-5B caption: "Femme of Fantasy Come Alive in Kelly McKernan's Paintings"

LAION-5B url: https://lh3.googleusercontent.com/proxy/dih8oV88vcHG8_3SavFDEVzrE-zd_t9YulE71C43WYh2qf4P-Vzj_k3JZYWk-n1wl44ond5IGUCVJKW5nO_R15dFP4nhD-wdrObLOT_ClpumYgsRoj2U0EbS5avHc6mDclxnYJPG6yKSWG4vbHA39KmWJ1vKvd9XC8zSvoWOp5HRUT3JjJWH5OZabo3nboYMXYOUaR8lww0DHVcRn0SIBvhmg-vLKdIU484HpSXOG7BMSiOrX_6K-17Ujed_2usNOTz3iorsgV516iRauq-CJOg=w530-h265-p

Exhibit A: Plaintiff images in LAION-5B — p.88

Kelly McKernan: training image 5



copyright registration: unregistered

LAION-5B caption: ""Fester 20"" x 24"" watercolor on watercolor paper panel by Kelly McKernan""

LAION-5B url: <https://ego-alterego.com/wp-content/uploads/2015/05/Kelly-McKernan-paintings8.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.89

Kelly McKernan: training image 6



copyright registration: unregistered

LAION-5B caption: "kelly mckernan art"

LAION-5B url: <http://www.everydayoriginal.com/wp-content/uploads/2015/07/augury-614x1024-480x800.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.90

Kelly McKernan: training image 7



copyright registration: unregistered

LAION-5B caption: "Delirium by kellymckernan"

LAION-5B url: [https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/bb6174d5-922b-4f73-8ee6-92a07d7affa3/d82wlmh-6ab7580f-a2c3-4347-a4d2-](https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/bb6174d5-922b-4f73-8ee6-92a07d7affa3/d82wlmh-6ab7580f-a2c3-4347-a4d2-a4ebbb4e700a.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoibG9jaW9mFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMGQ0MTVlYTBkMjZlMCIslmF1ZCI6WyJ1cm46c2VydmljZTpmWxlMmRvd25sb2FkIl0sIm9iaUl6W1t7InBhdGgiOiIvZi9iYjYxNzRkNS05MjJiLTRmNzMtOGVlNi05MmEwN2Q3YWZmYTmVZDgyd2xtaC02YWI3NTgwZi1hMmMzLTQzNDctYTRkMi1hNGViYmI0ZTcwMGUucG5nIn1dXX0.DCBquO6P7KntyTWfZxHbFFoWtvKboQFmRoRS09ZGYUs)

[a4ebbb4e700a.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoibG9jaW9mFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMGQ0MTVlYTBkMjZlMCIslmF1ZCI6WyJ1cm46c2VydmljZTpmWxlMmRvd25sb2FkIl0sIm9iaUl6W1t7InBhdGgiOiIvZi9iYjYxNzRkNS05MjJiLTRmNzMtOGVlNi05MmEwN2Q3YWZmYTmVZDgyd2xtaC02YWI3NTgwZi1hMmMzLTQzNDctYTRkMi1hNGViYmI0ZTcwMGUucG5nIn1dXX0.DCBquO6P7KntyTWfZxHbFFoWtvKboQFmRoRS09ZGYUs](https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/bb6174d5-922b-4f73-8ee6-92a07d7affa3/d82wlmh-6ab7580f-a2c3-4347-a4d2-a4ebbb4e700a.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoibG9jaW9mFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMGQ0MTVlYTBkMjZlMCIslmF1ZCI6WyJ1cm46c2VydmljZTpmWxlMmRvd25sb2FkIl0sIm9iaUl6W1t7InBhdGgiOiIvZi9iYjYxNzRkNS05MjJiLTRmNzMtOGVlNi05MmEwN2Q3YWZmYTmVZDgyd2xtaC02YWI3NTgwZi1hMmMzLTQzNDctYTRkMi1hNGViYmI0ZTcwMGUucG5nIn1dXX0.DCBquO6P7KntyTWfZxHbFFoWtvKboQFmRoRS09ZGYUs)

Exhibit A: Plaintiff images in LAION-5B — p.91

Kelly McKernan: training image 8



copyright registration: unregistered

LAION-5B caption: "Lady of Light by kellymckernan"

LAION-5B url: https://images-wixmp-ed30a86b8c4ca88773594c2.wixmp.com/intermediary/f/bb6174d5-922b-4f73-8ee6-92a07d7affa3/da4gpe6-bdac0d04-a812-42bf-9bd7-1af02d4ec7f8.jpg/v1/fill/w_314,h_400,q_70,strp/lady_of_light_by_kellymckernan_da4gpe6-400t.jpg

Exhibit A: Plaintiff images in LAION-5B — p.92

Kelly McKernan: training image 9



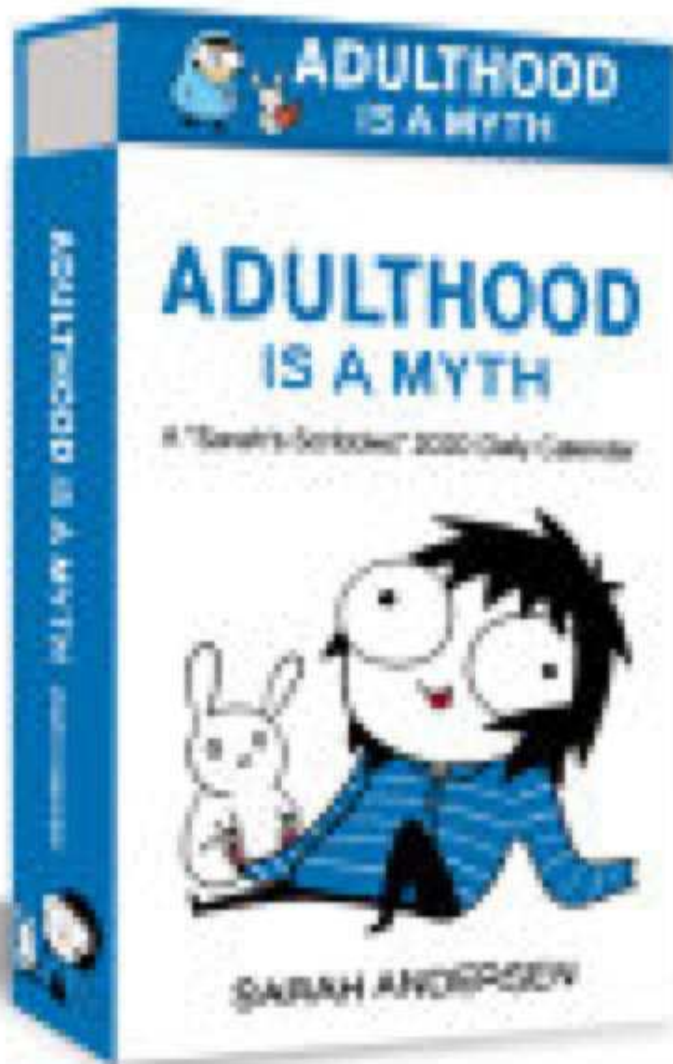
copyright registration: unregistered

LAION-5B caption: "Sakura by kellymckernan"

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/intermediary/f/bb6174d5-922b-4f73-8ee6-92a07d7affa3/dbq8qzs-38f630fb-b862-4cf5-8b17-1aa57291c909.jpg/v1/fill/w_700,h_248,q_70,strp/sakura_by_kellymckernan_dbq8qzs-350t.jpg

Exhibit A: Plaintiff images in LAION-5B — p.93

Sarah Andersen: training image 1



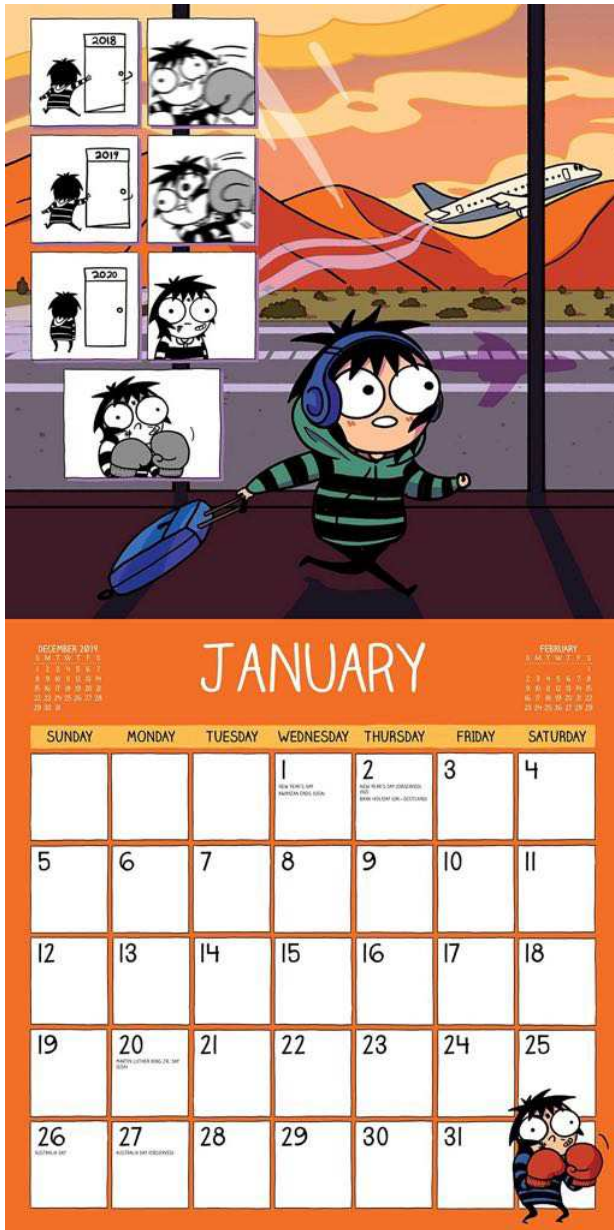
copyright registration: Adulthood is a Myth 2020 Deluxe Day-to-Day Calendar (TX0008825086)

LAION-5B caption: "Sarah s Scribbles 2020 Daily Calendar PDF"

LAION-5B url: https://books.google.com/books/content/images/frontcover/_O--wQEACAAJ?fife=w150-h200

Exhibit A: Plaintiff images in LAION-5B — p.94

Sarah Andersen: training image 2



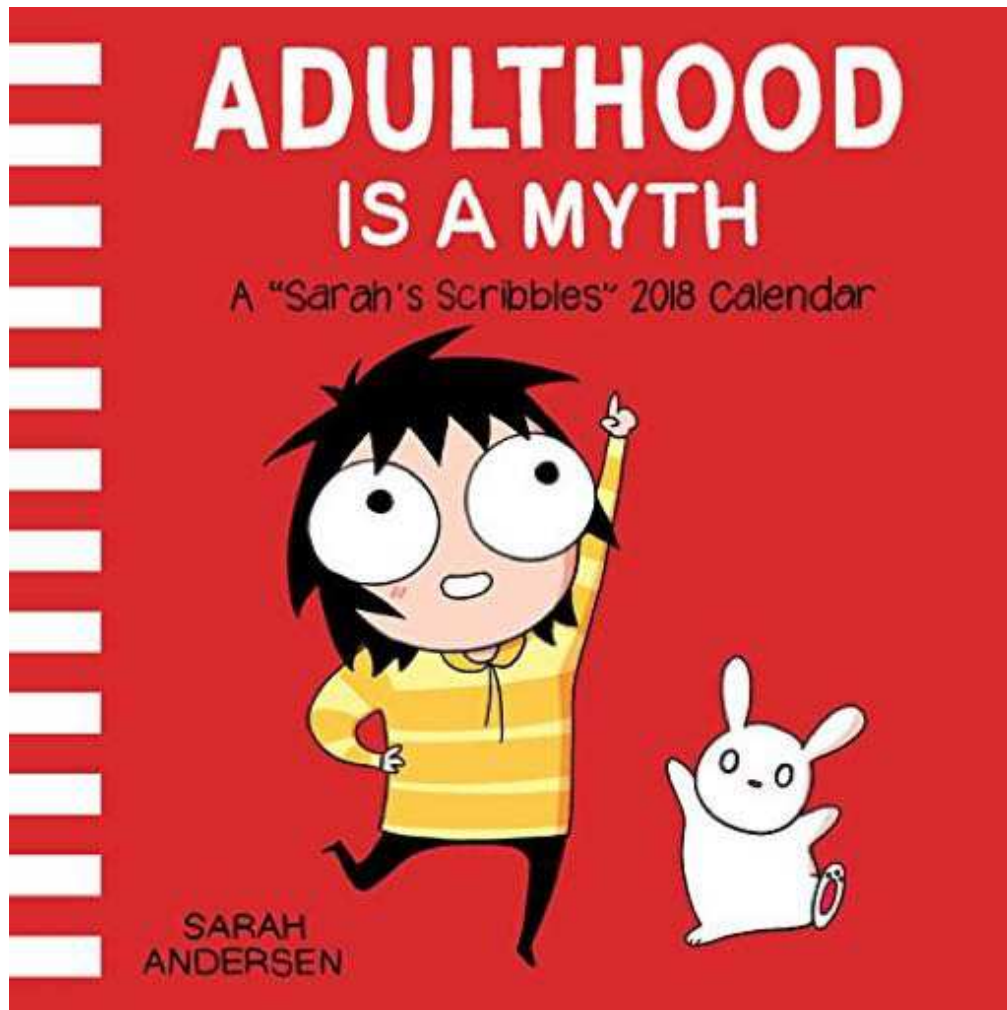
copyright registration: Adulthood is a Myth 2020 Wall Calendar (TX0008826881)

LAION-5B caption: "Sarahs Scribbles 2020 Wall Calendar: Amazon.es: Sarah ..."

LAION-5B url: <https://images-na.ssl-images-amazon.com/images/I/814pDVdPIqL.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.95

Sarah Andersen: training image 3



copyright registration: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall Calendar (TX0008614103)

LAION-5B caption: "Sarah's Scribbles 2018 Wall Calendar: Adulthood is a Myth PDF"

LAION-5B url: <https://images-na.ssl-images-amazon.com/images/I/51opMsEWGSL.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.96

Sarah Andersen: training image 4



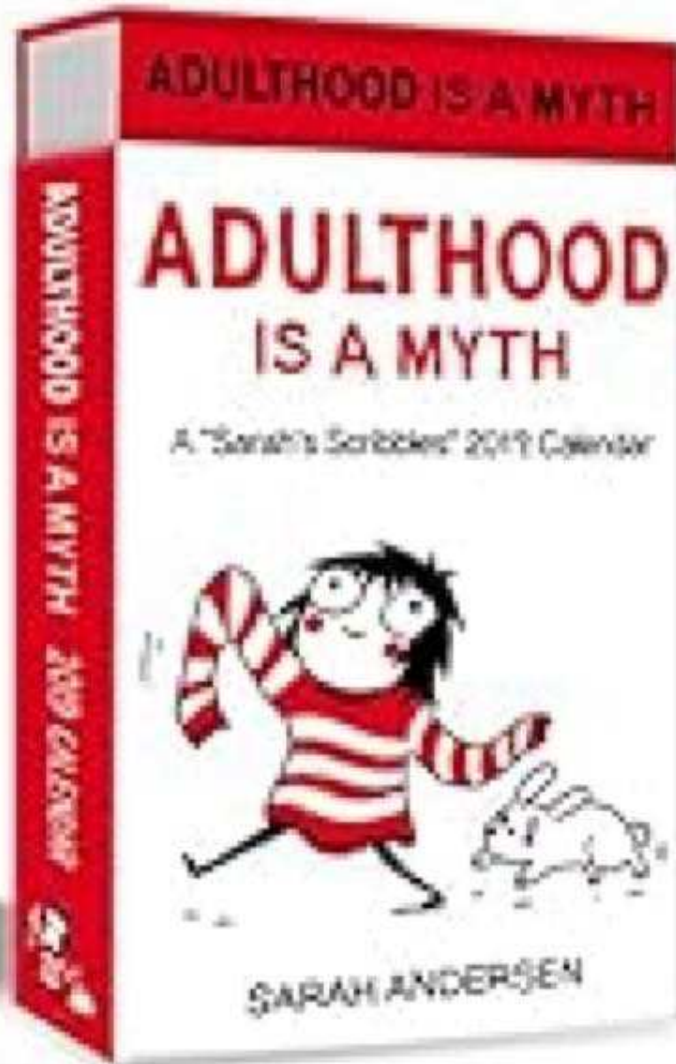
copyright registration: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall Calendar (TX0008614103)

LAION-5B caption: "SarahS Scribbles 2018 Wall Calendar: Amazon.es: Sarah ... "

LAION-5B url: <https://images-na.ssl-images-amazon.com/images/I/91aqK549MfL.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.97

Sarah Andersen: training image 5



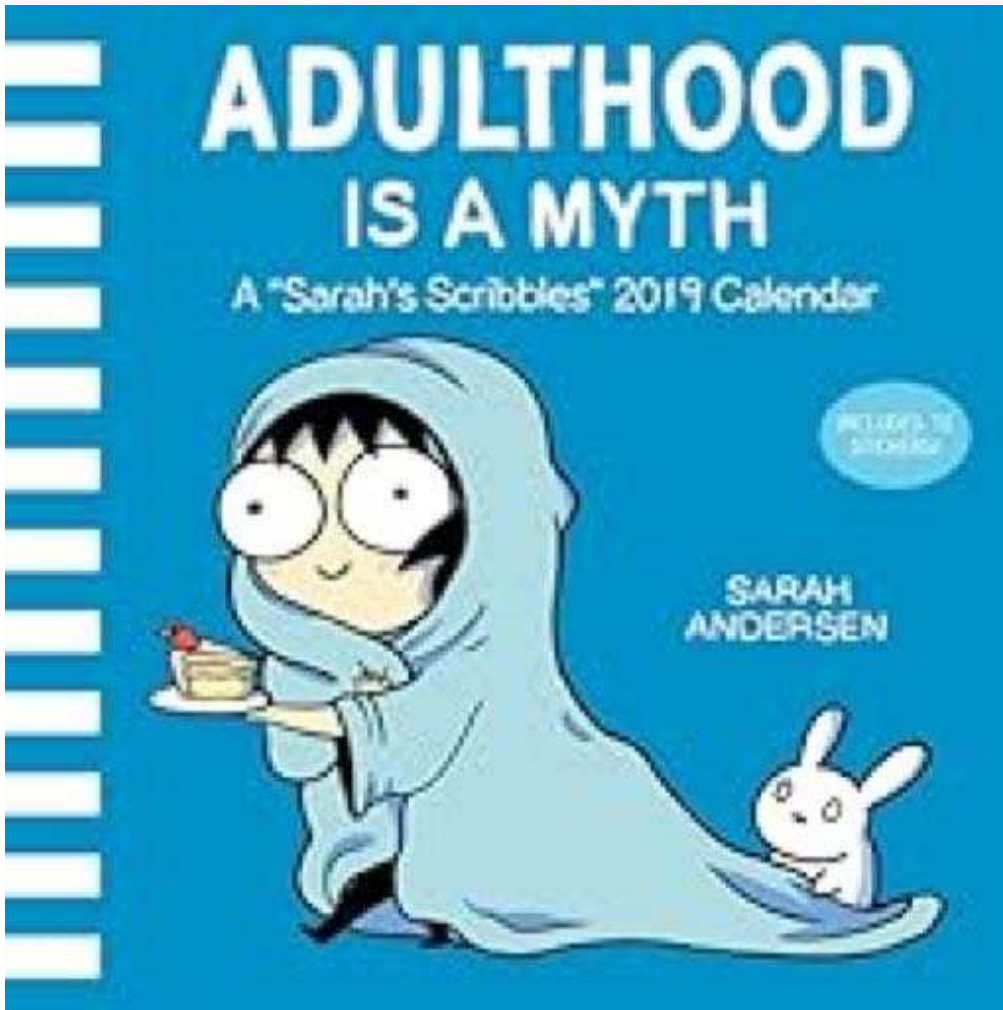
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Daily Calendar (TX0008660257)

LAION-5B caption: "Sarah's Scribbles 2019 Deluxe Day-to-Day Calendar: Adulthood Is a Myth "

LAION-5B url: https://images-fe.ssl-images-amazon.com/images/I/51zdAQ84IIL._SL200_.jpg

Exhibit A: Plaintiff images in LAION-5B — p.98

Sarah Andersen: training image 6



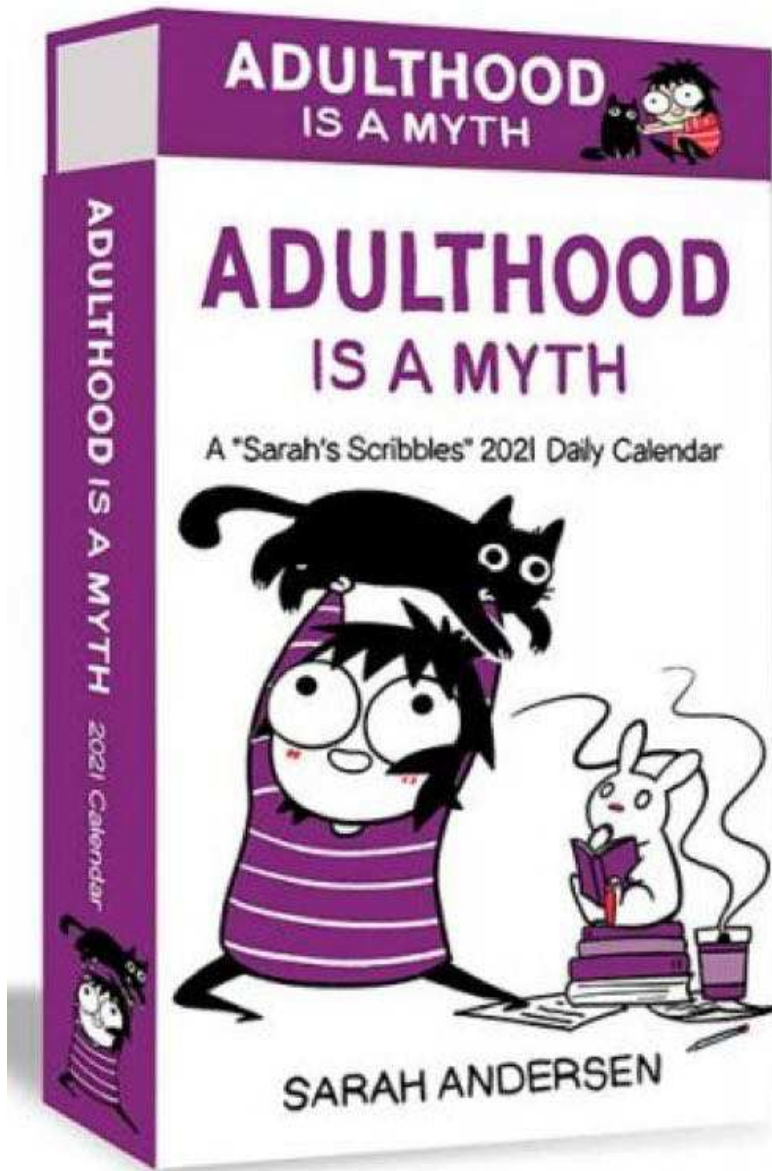
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Wall Calendar (TX0008706556)

LAION-5B caption: "Sarah's Scribbles 2019 Wall Calendar: Adulthood is a Myth "

LAION-5B url: https://images-na.ssl-images-amazon.com/images/I/71sfyxiscML._SL500_SR200,200_.jpg

Exhibit A: Plaintiff images in LAION-5B — p.99

Sarah Andersen: training image 7



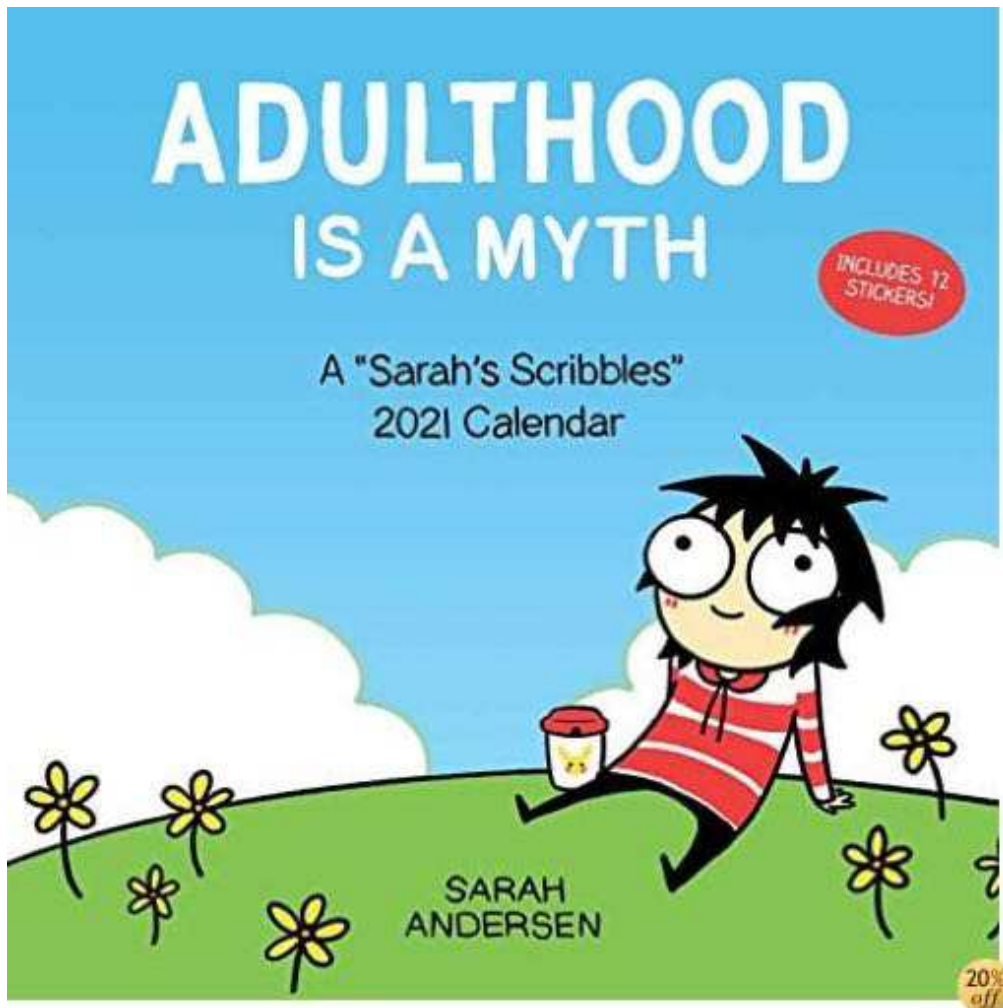
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Daily Calendar (TX0009117084)

LAION-5B caption: "Adulthood is a Myth: A Sarah's Scribbles 2021 Daily Calendar "

LAION-5B url: <https://www.sfbok.se/sites/default/files/styles/large/sfbok/sfbokbilder/207/207605.jpg?bust=1582127703&itok=ScJZnDDv>

Exhibit A: Plaintiff images in LAION-5B — p.100

Sarah Andersen: training image 8



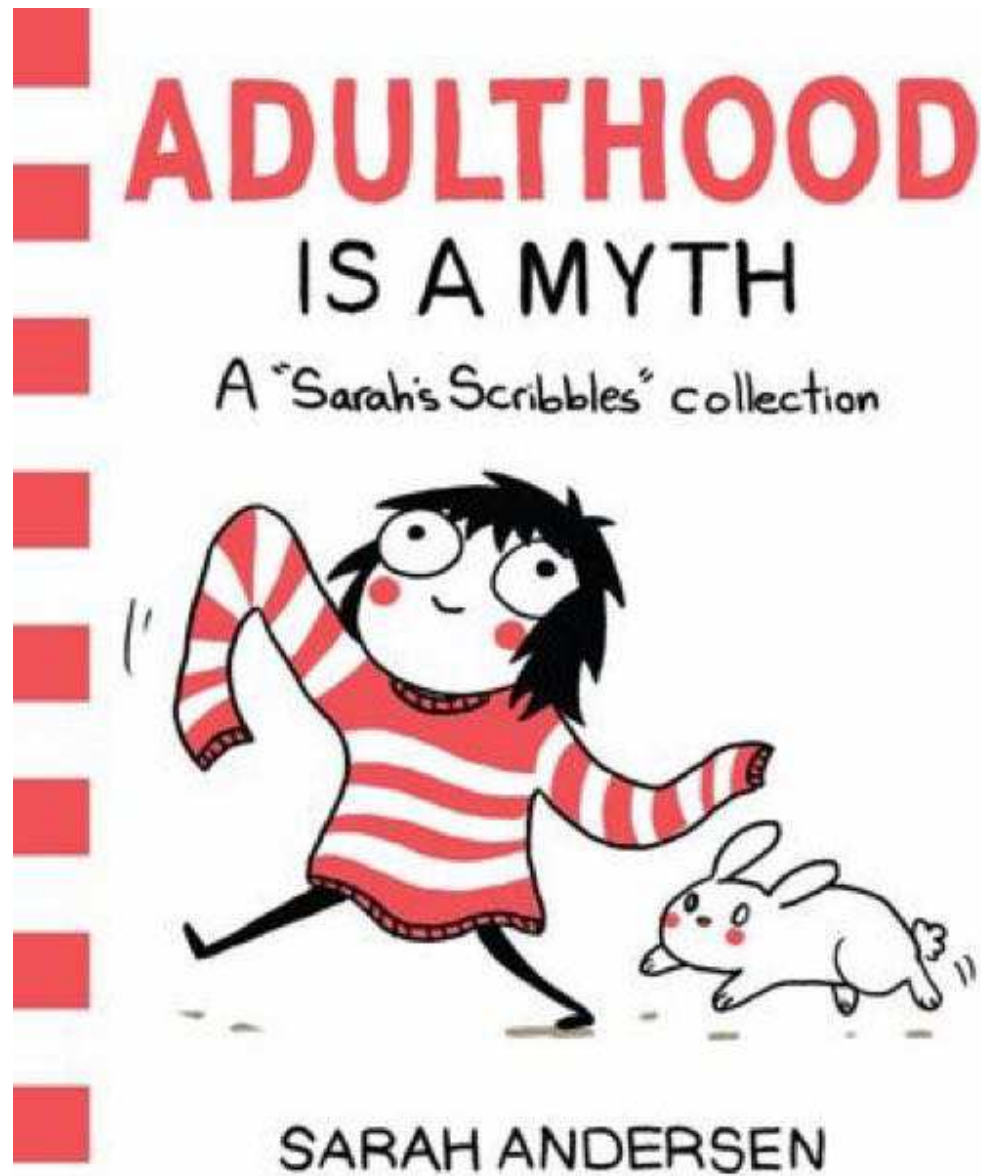
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall Calendar (TX0009082399)

LAION-5B caption: "By Sarah Andersen: Sarah S Scribbles 2021 Calendar Adulthood Is A "

LAION-5B url: https://images-na.ssl-images-amazon.com/images/P/152485767X.08._PE20_SCLZZZZZZZ_.jpg

Exhibit A: Plaintiff images in LAION-5B — p.101

Sarah Andersen: training image 9



copyright registration: Adulthood Is a Myth: A Sarah's Scribbles Collection (TX0008207926)

LAION-5B caption: "Adulthood is a Myth: A Sarah's Scribbles Collection"

LAION-5B url: https://storage.googleapis.com/circlesoft/document/photos/002/506/870/large_9781449474195.jpg

Exhibit A: Plaintiff images in LAION-5B — p.102

Sarah Andersen: training image 10



copyright registration: Adulthood Is a Myth: A Sarah's Scribbles Collection (TX0008207926)

LAION-5B caption: "Tomorrow I will wake up early, a Sarah's Scribbles comic by Sarah Andersen"

LAION-5B url: <https://i.pinimg.com/236x/1b/a1/ea/1ba1ea931268ec95528d9388a844fd39--sarah-andersen-comics-funny-comics.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.103

Sarah Andersen: training image 11



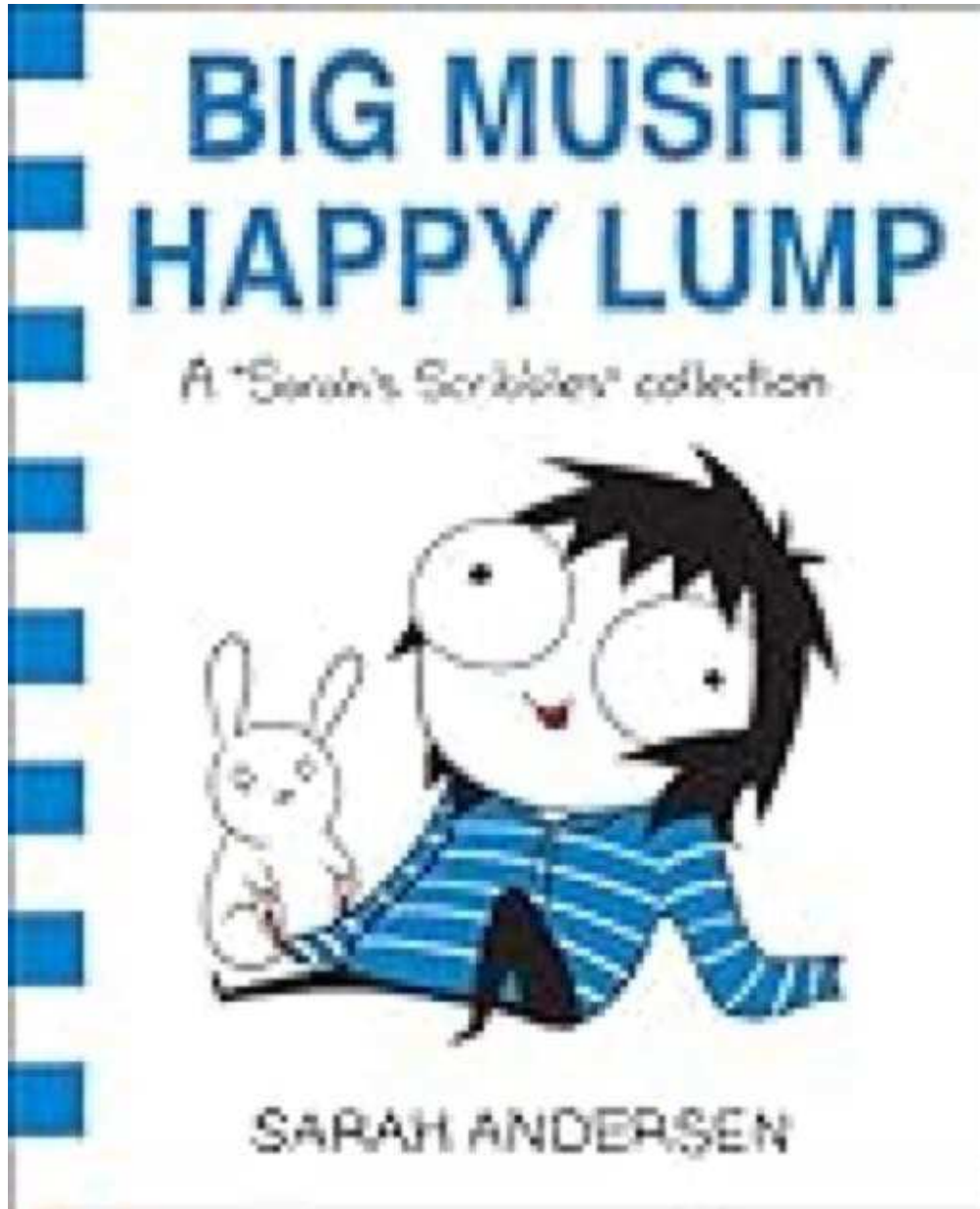
copyright registration: Adulthood Is a Myth: A Sarah's Scribbles Collection (TX0008207926)

LAION-5B caption: "A Super Important Email, a Sarah's Scribbles comic by Sarah Andersen"

LAION-5B url: <https://i.pinimg.com/736x/a6/70/cd/a670cdf88457fb247f921905385e8b8e--sarah-andersen-comics-sarah-see-andersen.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.104

Sarah Andersen: training image 12



copyright registration: Big Mushy Happy Lump: A Sarah's Scribbles Collection (TX0008493928)

LAION-5B caption: "Big Mushy Happy Lump: A Sarah's Scribbles Collection: 2"

LAION-5B url: https://m.media-amazon.com/images/I/51nvsYI-OLL._SL160_.jpg

Exhibit A: Plaintiff images in LAION-5B — p.105

Sarah Andersen: training image 13



copyright registration: Big Mushy Happy Lump: A Sarah's Scribbles Collection (TX0008493928)

LAION-5B caption: "Sarah's Scribbles :: How I Spend Money | Tapastic Comics - image 1"

LAION-5B url: <https://i.pinimg.com/236x/92/15/be/9215be17de95bb9ff6566c2785a85823--true-stories-rain.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.106

Sarah Andersen: training image 14



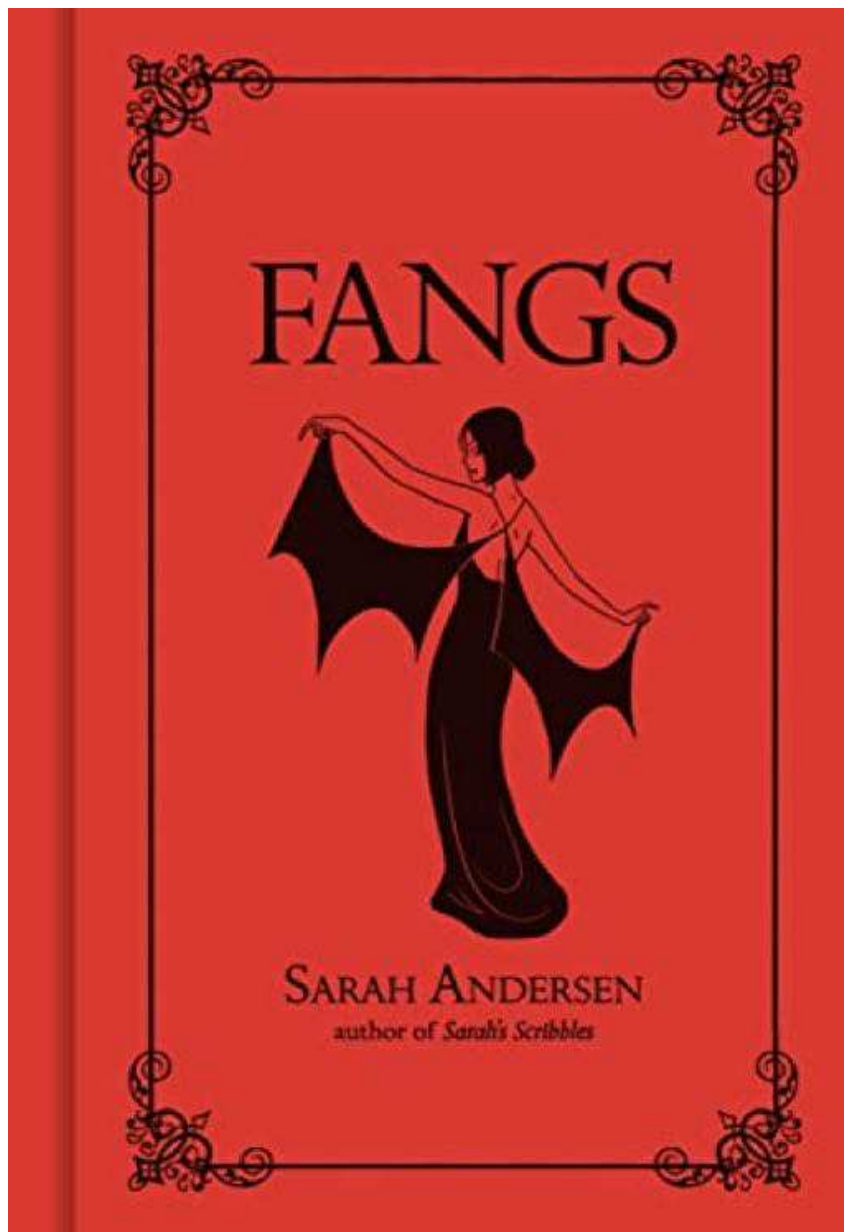
copyright registration: Big Mushy Happy Lump: A Sarah's Scribbles Collection (TX0008493928)

LAION-5B caption: "Sarah's Scribbles by Sarah Andersen/ Listening to lyrics VS reading lyrics"

LAION-5B url: <https://i.pinimg.com/236x/4e/4c/65/4e4c65b625a445db202bc39e1c5de5be--super-funny-funny-cute.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.107

Sarah Andersen: training image 15



copyright registration: Fangs (TX0009043380)

LAION-5B caption: "Fangs By Sarah Andersen"

LAION-5B url: <https://productimages.worldofbooks.com/1524860670.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.108

Sarah Andersen: training image 16



6

7

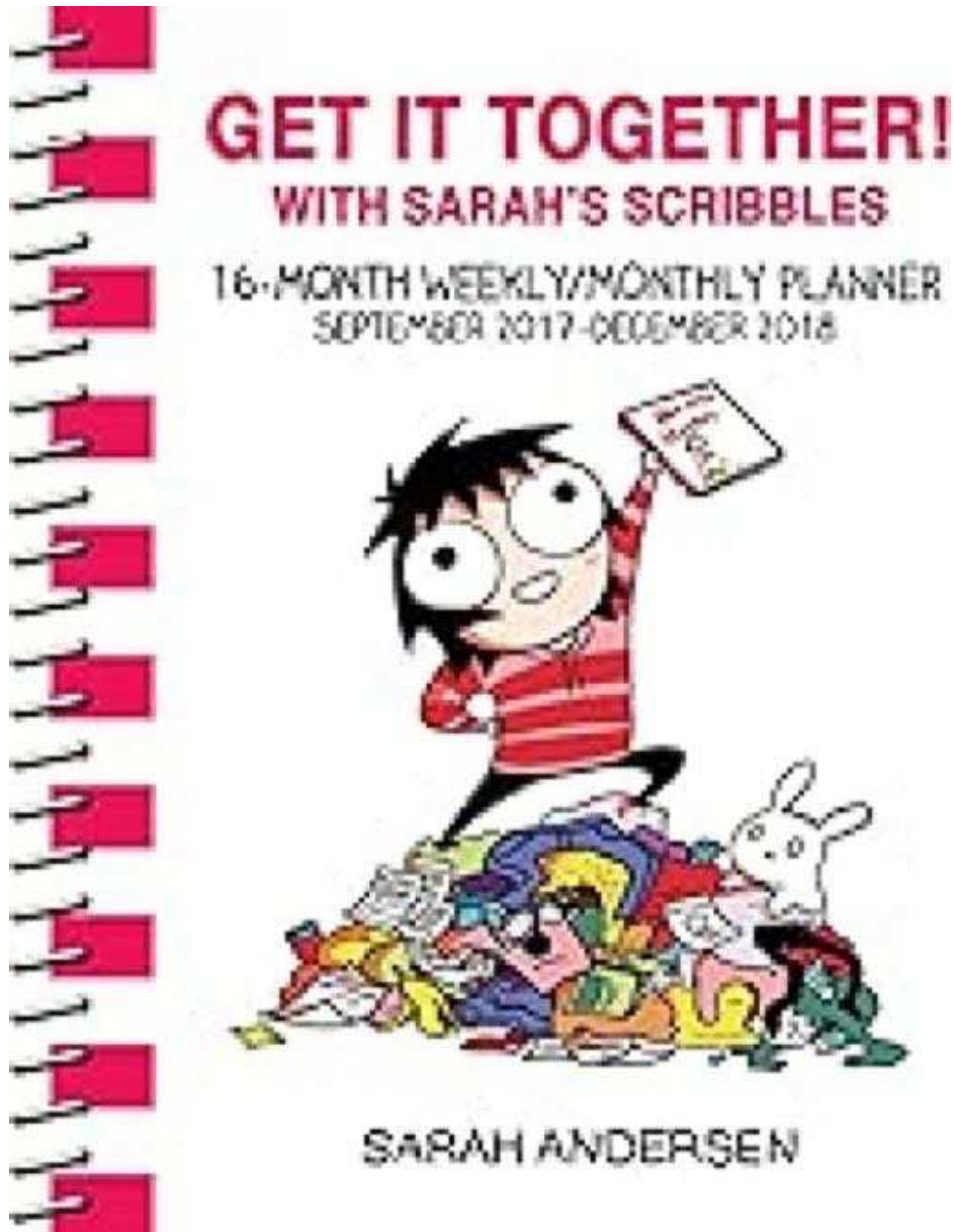
copyright registration: Fangs (TX0009043380)

LAION-5B caption: "Fangs von Sarah Andersen. Comic. Abbildung einer Doppelseite des Comics, Seiten 6 und 7. Kurzrezension Fantasy 2"

LAION-5B url: https://d28hgpr8am2if.cloudfront.net/book_images/onix/interior_spreads/9781524860677/fangs-9781524860677.in04.jpg

Exhibit A: Plaintiff images in LAION-5B — p.109

Sarah Andersen: training image 17



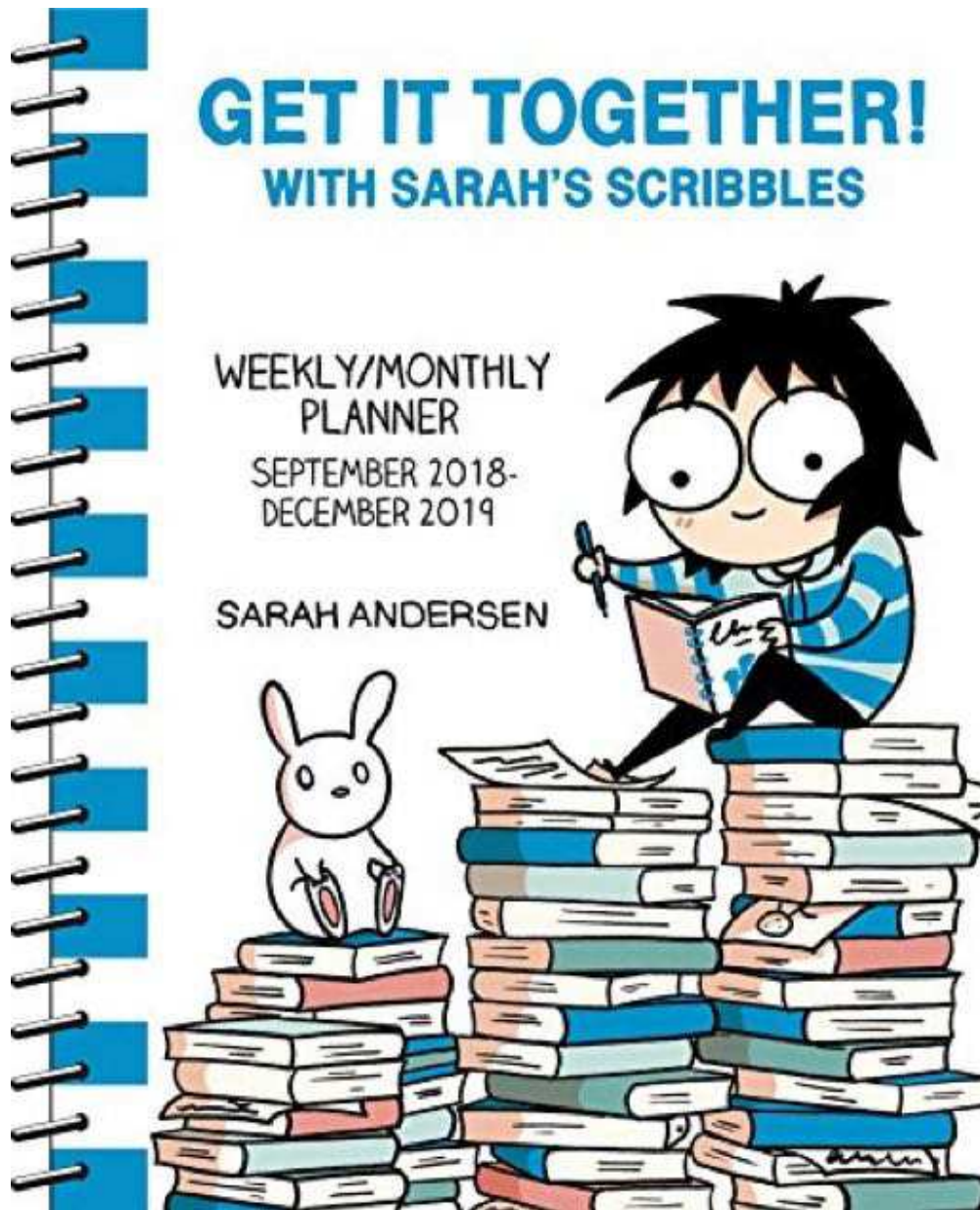
copyright registration: Get It Together! with Sarah Scribbles 2017-2018 16-Month Weekly/Monthly Planner (TX0008615735)

LAION-5B caption: "Sarah's Scribbles 2017-2018 16-Month Weekly/Monthly Planner: Get It Together! with Sarah's Scribbles"

LAION-5B url: https://m.media-amazon.com/images/I/71KQhz-HVEL._AC_UY218_ML3_.jpg

Exhibit A: Plaintiff images in LAION-5B — p.110

Sarah Andersen: training image 18



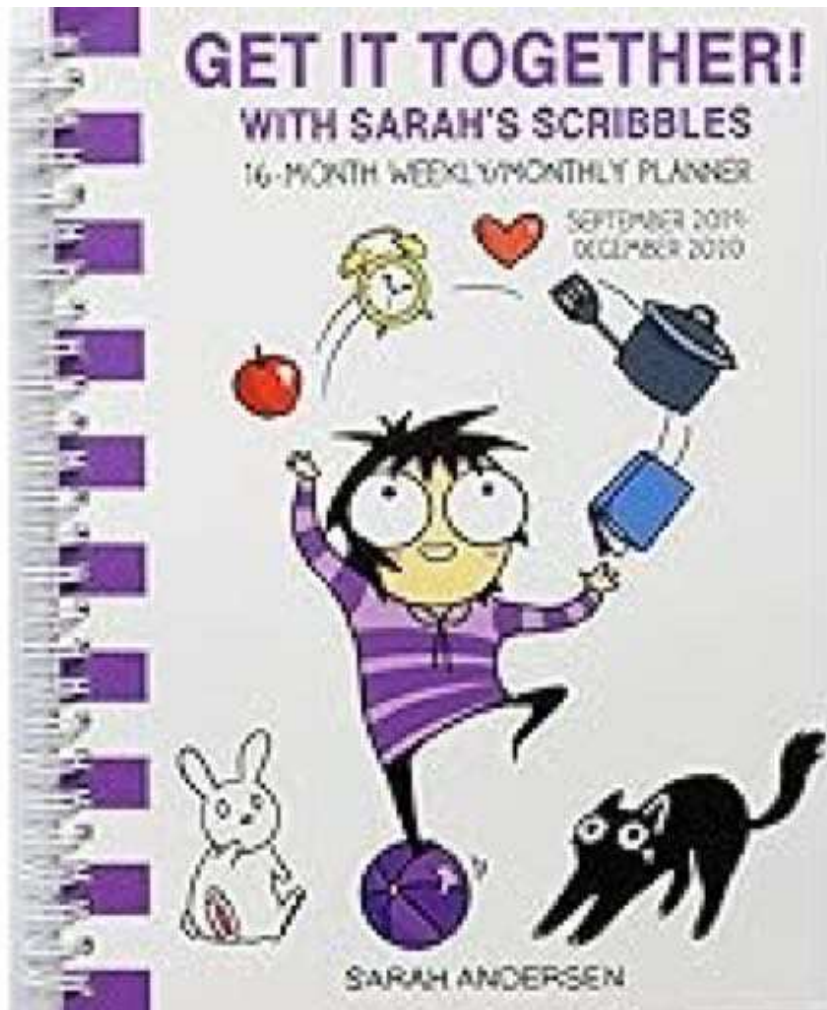
copyright registration: Get It Together! with Sarah Scribbles 2018-2019 16-Month Weekly/Monthly Planner (TX0008681086)

LAION-5B caption: "Sarah's Scribbles 2018-2019 16-Month Monthly/Weekly Planner Calendar: Get It Together!"

LAION-5B url: <https://images-na.ssl-images-amazon.com/images/I/61jGBjk8CoL.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.111

Sarah Andersen: training image 19



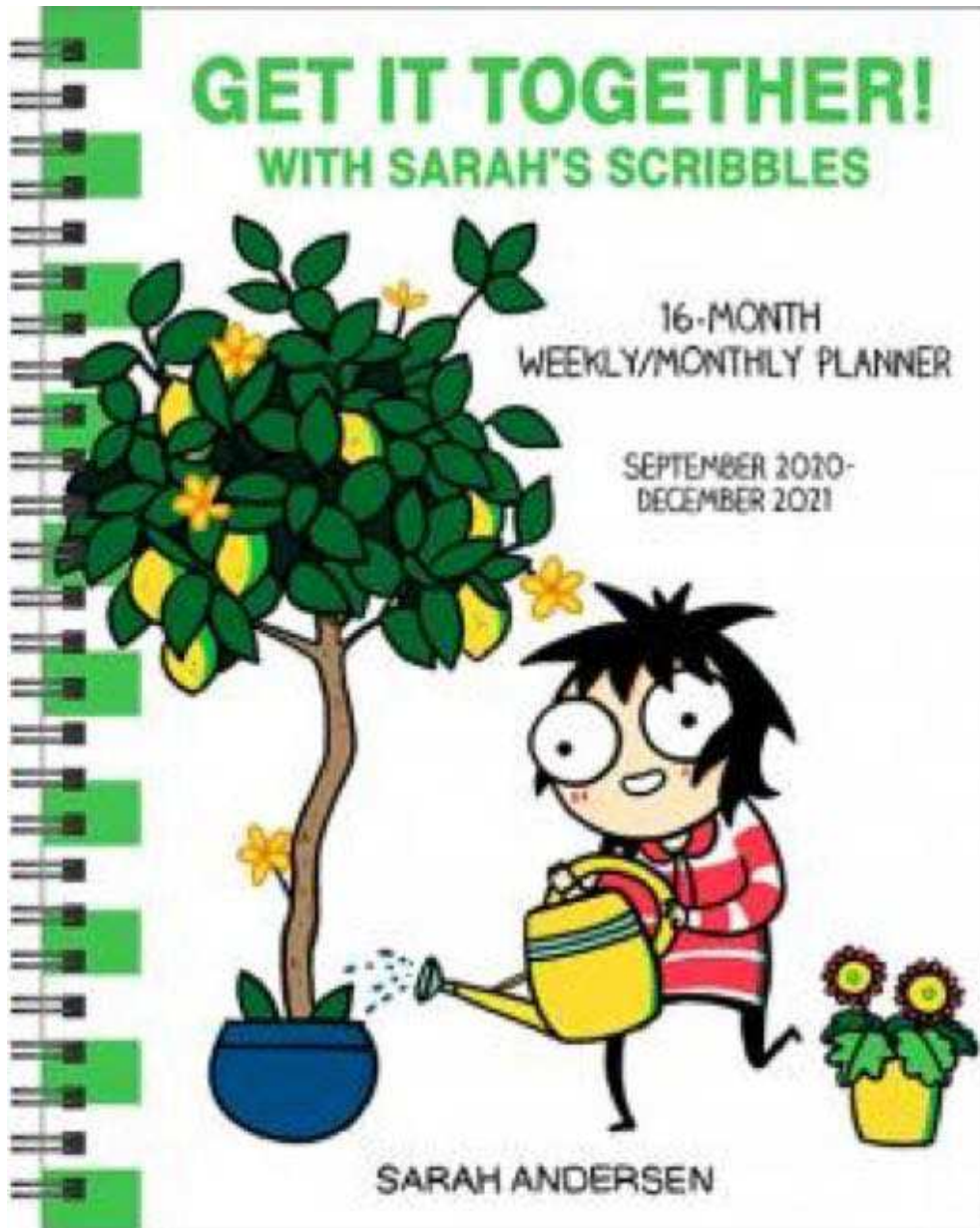
copyright registration: Get It Together! with Sarah's Scribbles 16-Month 2019-2020 Weekly Monthly Planner (TX0008826626)

LAION-5B caption: "Sarah's Scribbles 2019-2020 16-Month Monthly/Weekly Planner Calendar"

LAION-5B url: https://images-na.ssl-images-amazon.com/images/I/71MofguowHL._AC_UL200_SR200,200_.jpg

Exhibit A: Plaintiff images in LAION-5B — p.112

Sarah Andersen: training image 20



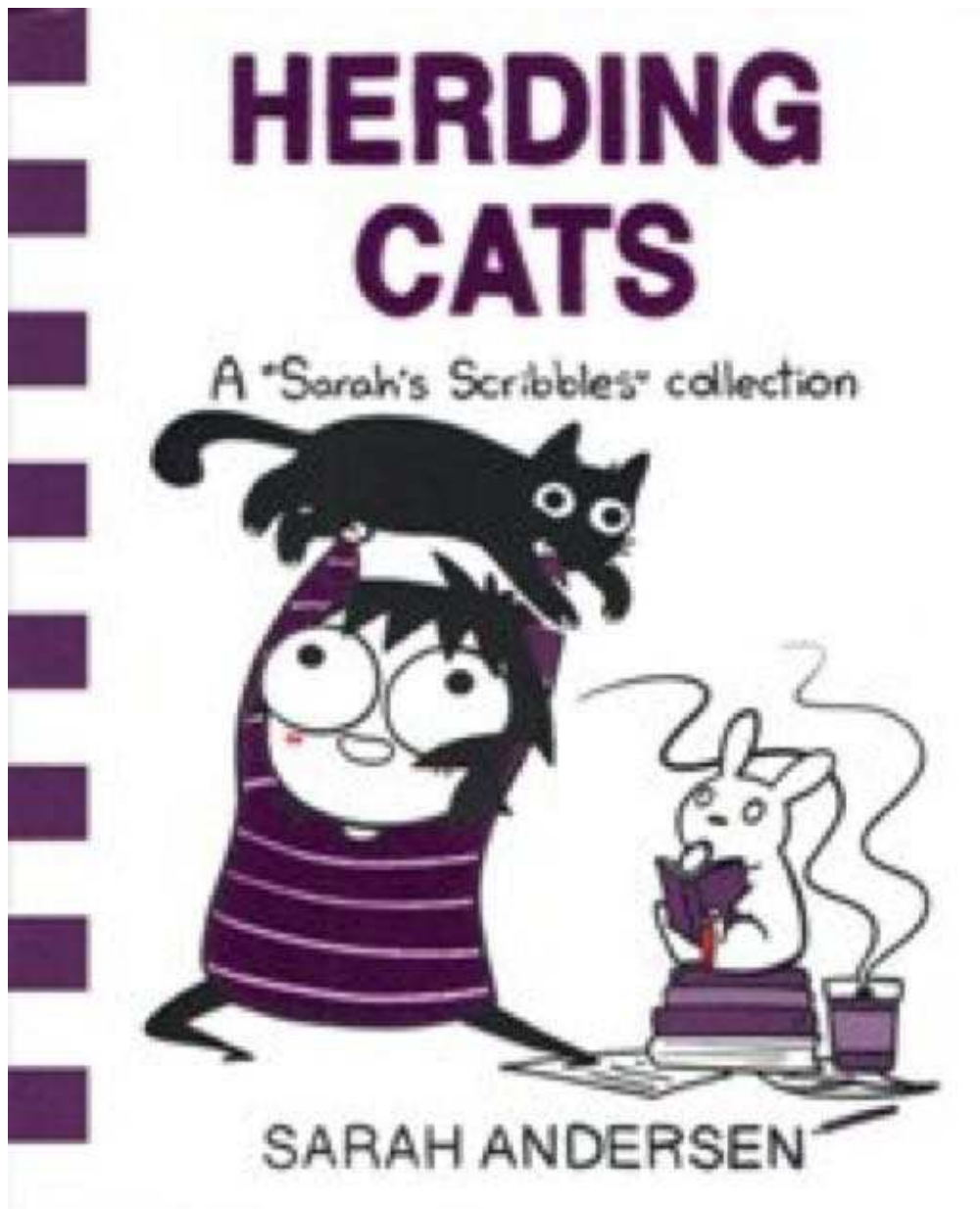
copyright registration: Get It Together with Sarah's Scribbles 16-Month 2020-2021 Weekly Monthly Planner (TX0009082448)

LAION-5B caption: "Get it Together! Sarah's Scribbles Weekly/Monthly Planner 2021"

LAION-5B url: <https://www.sfbok.se/sites/default/files/styles/teaser/sfbok/sfbokbilder/207/207607.jpg?bust=1582127895&itok=nfnVAG7f>

Exhibit A: Plaintiff images in LAION-5B — p.113

Sarah Andersen: training image 21



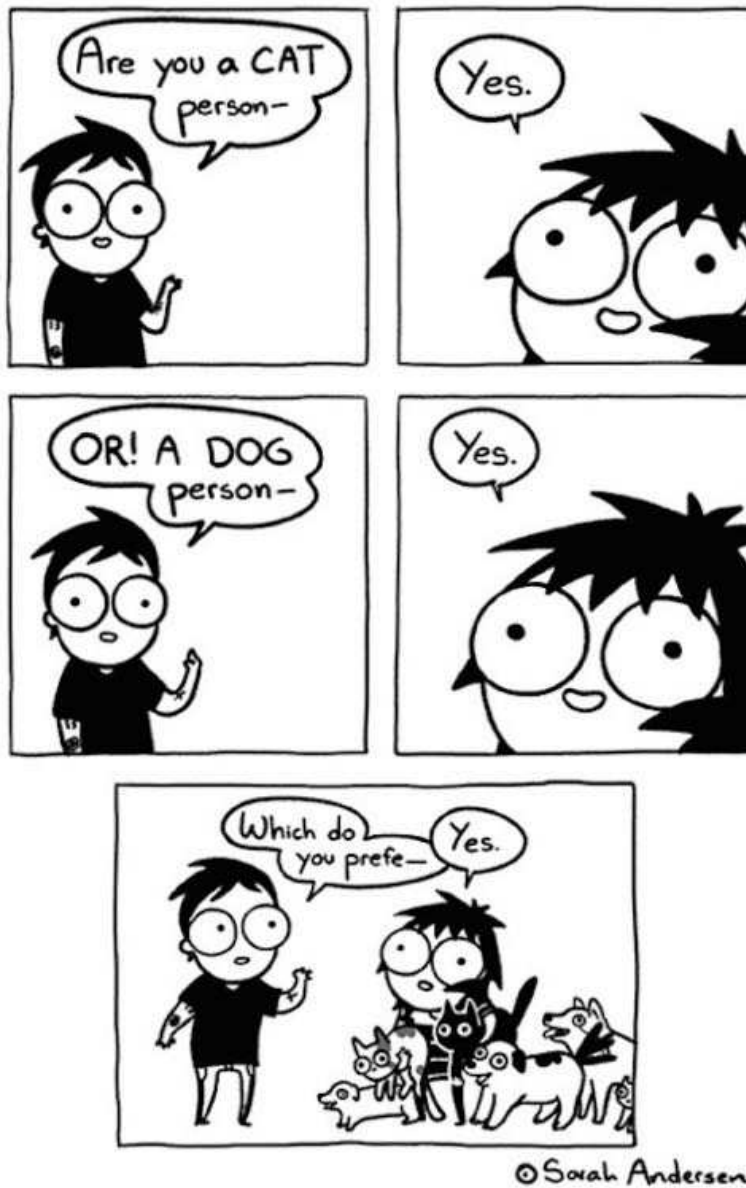
copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-5B caption: "Herding Cats / Sarah Andersen"

LAION-5B url: <http://www.naufragio.it/tdl/fumetti/HerdingCatss.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.114

Sarah Andersen: training image 22



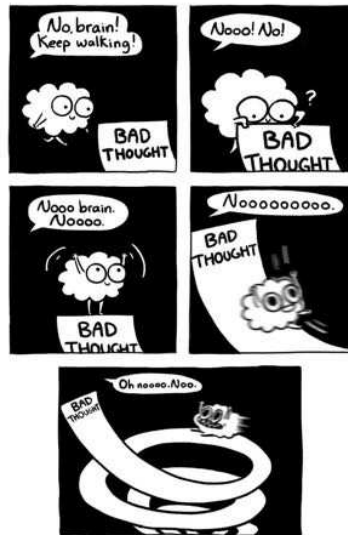
copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-5B caption: "silly picture of sarah andersen comic about being a cat or dog person"

LAION-5B url: <https://ruinmyweek.com/wp-content/uploads/2017/07/the-best-funny-pictures-of-sarah-andersen-comics-cat-or-dog-person.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.115

Sarah Andersen: training image 23



copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-5B caption: "Herding Cats A Sarah s Scribbles Collection Amazon.co.uk Sarah Andersen Books 14296914c"

LAION-5B url: <https://images-na.ssl-images-amazon.com/images/I/818Jj8pCspL.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.116

Sarah Andersen: training image 24



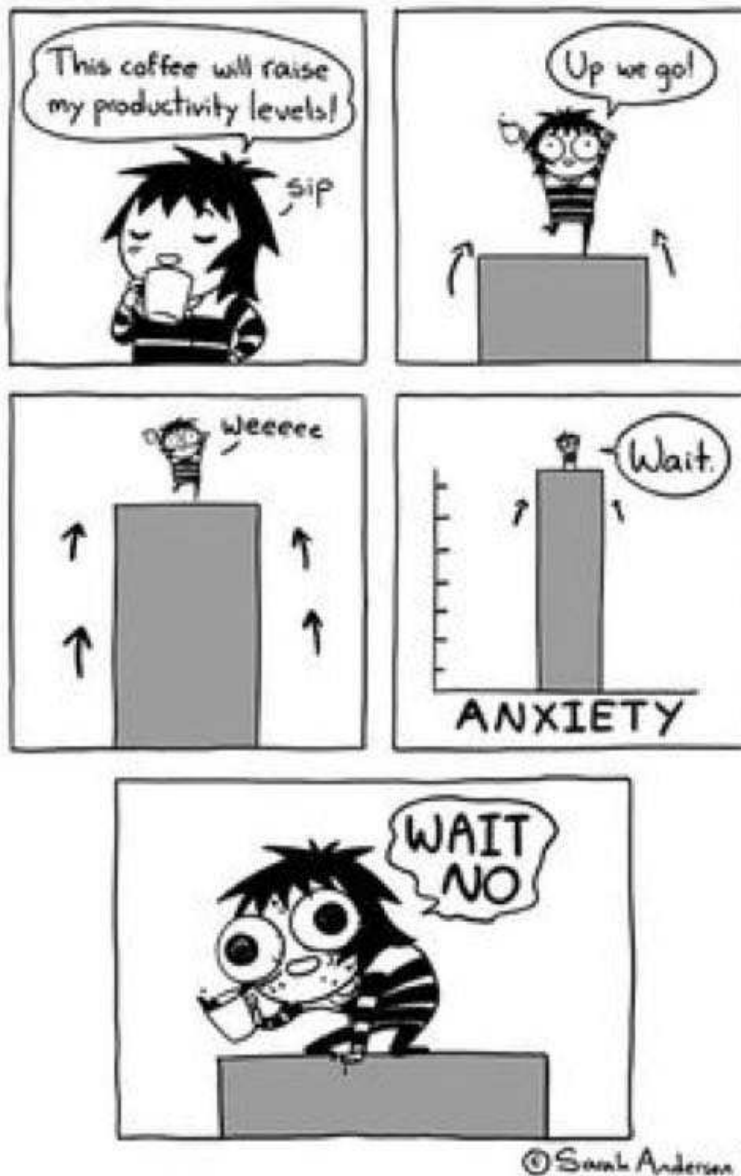
copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-5B caption: "Anybody who's familiar with the comics of Sarah Andersen will know how perfectly they summarize the daily struggles of modern life, especially when it comes to Sarah Anderson Comics, Sara Anderson, Cute Comics, Funny Comics, Saras Scribbles, Sarah See Andersen, Funny Cute, Hilarious, 4 Panel Life"

LAION-5B url: <https://i.pinimg.com/236x/67/68/86/6768866cf0cd9a49b1cc329ba4cb92ab--sarah-anderson-funny-comics.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.117

Sarah Andersen: training image 25



copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-5B caption: "Sarah's Scribbles Sarah Andersen comics about anxiety and depression humor funny honest Sarah Anderson Comics, Sara Anderson, Cute Comics, Funny Comics, Sarah's Scribbles, 4 Panel Life, Funny Jokes, Hilarious, Funny Gifs"

LAION-5B url: <https://i.pinimg.com/236x/b8/0a/1a/b80a1a512f350d9e1c373683ba75f904--sarah-anderson-coffee-humor.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.118

Sarah Andersen: training image 26

HERDING CATS:

“A futile attempt to control that which is inherently uncontrollable.”



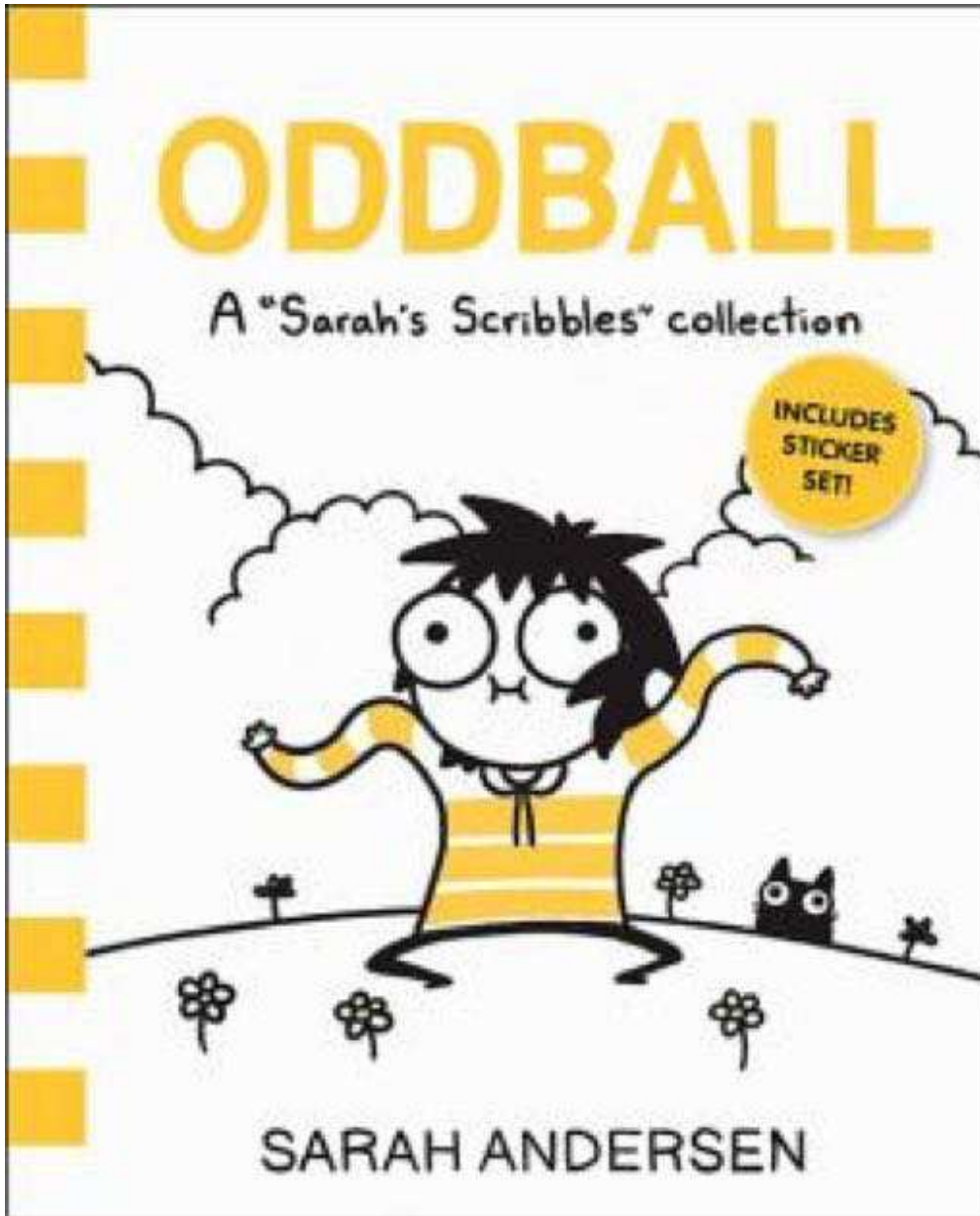
copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-5B caption: “Herding Cats Sarah S Scribbles Know Your Meme”

LAION-5B url: <https://i.kym-cdn.com/photos/images/original/001/346/869/db7.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.119

Sarah Andersen: training image 27



copyright registration: Oddball: A Sarah's Scribbles Collection (TX0009153980)

LAION-5B caption: "Oddball: A Sarah's Scribbles Collection"

LAION-5B url: <https://www.sfbok.se/sites/default/files/styles/teaser/sfbok/sfbokbilder/211/211135.jpg?bust=1627897432&itok=oYug2KMX>

Exhibit A: Plaintiff images in LAION-5B — p.120

Sarah Andersen: training image 28



copyright registration: Oddball: A Sarah's Scribbles Collection (TX0009153980)

LAION-5B caption: "Sarah Andersen comic"

LAION-5B url: <https://kateristau.com/wp-content/uploads/2018/01/sarah-andersen.jpg>

Exhibit A: Plaintiff images in LAION-5B — p.121

Sarah Andersen: training image 29



ifunny.co

copyright registration: Oddball: A Sarah's Scribbles Collection (TX0009153980)

LAION-5B caption: "White - I made a pure light being for the humans. They will bring unconditional love and joy! ©Sarah Andersen ifunny.co"

LAION-5B url: <https://i.chzbgr.com/full/9504463872/hDA86B70C/made-pure-light-being-humans-they-will-bring-unconditional-love-and-joy-sarah-andersen-ifunnyco>

EXHIBIT B

(Plaintiff Images in LAION-400M)

Exhibit B: Plaintiff images in LAION-400M — p.1

Jingna Zhang: training image 1



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "aurae: Motherland Chronicles #18 - Julia by `zemotion on deviantART"

LAION-400M url: <https://i.pinimg.com/736x/8b/6c/23/8b6c239d46e3a49d2ead483b9949b8c0--character-ideas-character-design.jpg>

Exhibit B: Plaintiff images in LAION-400M — p.2

Jingna Zhang: training image 2



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "Motherland Chronicles - Self Portrait in Water , 2013"

LAION-400M url: [https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1405552099182-](https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1405552099182-GVWPC3BG8KXVER3AUGVV/Motherland-Chronicles-7---Self-Portrait-in-Water-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg)

[GVWPC3BG8KXVER3AUGVV/Motherland-Chronicles-7---Self-Portrait-in-Water-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg](https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1405552099182-GVWPC3BG8KXVER3AUGVV/Motherland-Chronicles-7---Self-Portrait-in-Water-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg)

Exhibit B: Plaintiff images in LAION-400M — p.3

Jingna Zhang: training image 3



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "Motherland Chronicles 2 - Winterland Fairytales (by zemotion) "

LAION-400M url: https://64.media.tumblr.com/756ad0716e5385edcd9a7e88329df781/tumblr_miau7P6Yt1qafz6uo1_500.jpg

Exhibit B: Plaintiff images in LAION-400M — p.4

Jingna Zhang: training image 4



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "Motherland Chronicles - Book of Roses , 2013 "

LAION-400M url: <https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88>

[/1405551976391-0QPVOVJGZ NORCB97DEUE/Motherland-Chronicles-31---Book-of-Roses-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg](https://images.squarespace-cdn.com/content/53adb9cbe4b05e0d792c6c88/1405551976391-0QPVOVJGZ NORCB97DEUE/Motherland-Chronicles-31---Book-of-Roses-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg)

Exhibit B: Plaintiff images in LAION-400M — p.5

Jingna Zhang: training image 5



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "Motherland-Chronicles #24 - Dark Alodia "

LAION-400M url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/bbf9e125-bd9e-4a70-badc-1bd5affeb49f/d6dpzv3-65e2c333-9b9c-43da-b6d0-3bbe25fdd858.jpg/v1/fill/w_221,h_350,q_70,strp/motherland_chronicles_24__dark_alodia_by_zemotion_d6dpzv3-350t.jpg?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJzdWIiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwiaXNzIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBMjZlMCI9aiI6W1t7ImhlaWdodCI6Ijw9Nzk1IiwicGF0aCI6IiwvZlwwYmJmOWUxMjUtYmQ5ZS00YTcwLWJhZGMtMWJkNWVmZmViNDlmXC9kNmRwenYzLTlY1ZTJmZmZLTiIOWMtNDNkYS1iNmQwLTNiYmUyNWZkZDg1OC5qcGciLCJ3aWR0aCI6Ijw9NTAyIn1dXSwiYXVkljpbInVybjpzZXJ2aWNIOWMtYVdlLm9wZXJhdGlvbnMlXX0.B3RPZhY7HYihH0yxgTkqmbouHq5QNIepHxW03bCy1s

Exhibit B: Plaintiff images in LAION-400M — p.6

Jingna Zhang: training image 6



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "Motherland Chronicles #23 - Dive by zemotion"

LAION-400M url: <https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/bbf9e125-bd9e-4a70-badc-1bd5affeb49f/d6cowsb-1b31ef43-f0d4-4b2a->

[bcf6-34be19b0a39e.jpg?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlbGQxODg5ODIyNjZzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoiaXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMMGQ0MTVIYTBMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmaWxLmRvd25sb2FkIi0sIm9ia1I6W1t7InBhdGgiOiIvZi9iYmY5ZTEyNS1iZDlILTRhNzAtYmFkYy0xYmQ1YWZmZWl0OWYvZDZjb3dzYi0xYjMxZWY0My1mMGQ0LTRiMmEtYmNmNi0zNGJlMTliMGZlOWUuanBnIn1dXX0.5kPKgrrcV8_KFb1iK6wpRimWvGgPLLfxY2FJhWfqRg](https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/bbf9e125-bd9e-4a70-badc-1bd5affeb49f/d6cowsb-1b31ef43-f0d4-4b2a-bcf6-34be19b0a39e.jpg?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlbGQxODg5ODIyNjZzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoiaXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVMMGQ0MTVIYTBMjZlMCIsmF1ZCI6WyJ1cm46c2VydmljZTpmaWxLmRvd25sb2FkIi0sIm9ia1I6W1t7InBhdGgiOiIvZi9iYmY5ZTEyNS1iZDlILTRhNzAtYmFkYy0xYmQ1YWZmZWl0OWYvZDZjb3dzYi0xYjMxZWY0My1mMGQ0LTRiMmEtYmNmNi0zNGJlMTliMGZlOWUuanBnIn1dXX0.5kPKgrrcV8_KFb1iK6wpRimWvGgPLLfxY2FJhWfqRg)

Exhibit B: Plaintiff images in LAION-400M — p.7

Jingna Zhang: training image 7



copyright registration: Motherland Chronicles (VA0001917341)

LAION-400M caption: "Motherland-Chronicles-33---Underwater-Ascend-Zhang-Jingna-zemotion.jpg"

LAION-400M url: <https://images.squarespace-cdn.com/content/55db733fe4b0725b23e574a4>

[/1529261106379-79BSSEUNOWD8JD2W2EDF/Motherland-Chronicles-33---Underwater-Ascend-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg](https://images.squarespace-cdn.com/content/55db733fe4b0725b23e574a4/1529261106379-79BSSEUNOWD8JD2W2EDF/Motherland-Chronicles-33---Underwater-Ascend-Zhang-Jingna-zemotion.jpg?content-type=image%2Fjpeg)

Exhibit B: Plaintiff images in LAION-400M — p.8

Jingna Zhang: training image 8



copyright registration: Anouk (VA0001911930)

LAION-400M caption: "Fashion Gone Rogue: Anouk"

LAION-400M url: <https://mir-s3-cdn-cf.behance.net/projects/source/12146521.5482638fe6b81.jpg>

Exhibit B: Plaintiff images in LAION-400M — p.9

Jingna Zhang: training image 9



copyright registration: Anouk (VA0001911930)

LAION-400M caption: "anouk van kleef6 Anouk van Kleef by Zhang Jingna for Fashion Gone Rogue "

LAION-400M url: <https://www.fashiongonerogue.com/wp-content/uploads/2013/11/anouk-van-kleef6.jpg>

Exhibit B: Plaintiff images in LAION-400M — p.10

Jingna Zhang: training image 10



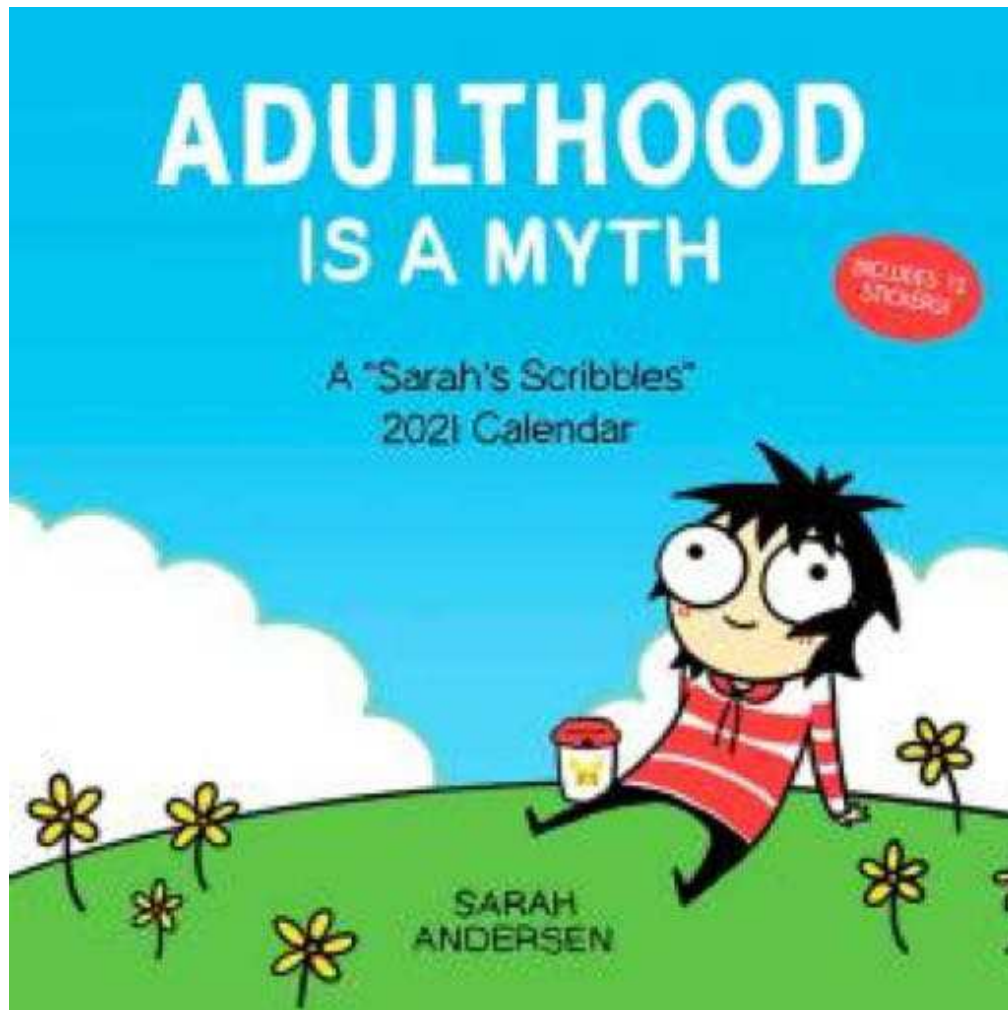
copyright registration: Anouk (VA0001911930)

LAION-400M caption: "anouk van kleef4 Anouk van Kleef by Zhang Jingna for Fashion Gone Rogue"

LAION-400M url: <https://www.fashiongonerogue.com/wp-content/uploads/2013/11/anouk-van-kleef4.jpg>

Exhibit B: Plaintiff images in LAION-400M — p.11

Sarah Andersen: training image 1



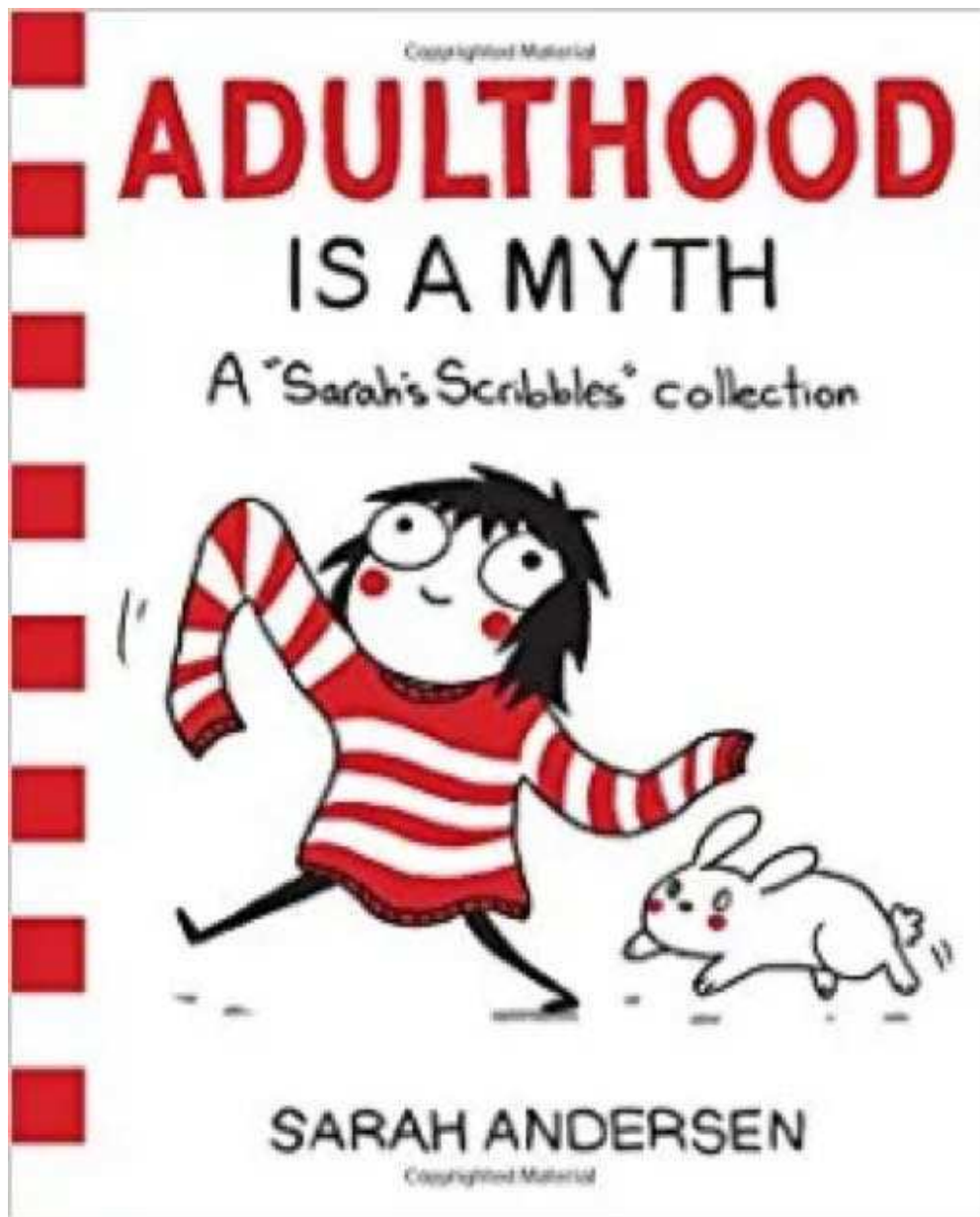
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall Calendar (TX0009082399)

LAION-400M caption: "Adulthood is a Myth: A Sarah's Scribbles 2021 Wall Calendar"

LAION-400M url: <https://www.sfbok.se/sites/default/files/styles/teaser/sfbok/sfbokbilder/207/207606.jpg?bust=1582127788&itok=Ej3ZNa8z>

Exhibit B: Plaintiff images in LAION-400M — p.12

Sarah Andersen: training image 2



copyright registration: Adulthood Is a Myth: A Sarah's Scribbles Collection (TX0008207926)

LAION-400M caption: "adulthood is a myth sarah andersen 2016 andrews mcmeel publishing"

LAION-400M url: <https://omniramblings.files.wordpress.com/2017/09/adulthood-is-a-myth.jpg?w=244&>

Exhibit B: Plaintiff images in LAION-400M — p.13

Sarah Andersen: training image 3



copyright registration: Big Mushy Happy Lump: A Sarah's Scribbles Collection (TX0008493928)

LAION-400M caption: "I have so much work to do. | Sarah's Scribbles By sarahseeandersen [Comic - Drawing - Illustration - Funny]"

LAION-400M url: <https://i.pinimg.com/236x/65/fd/f4/65fdf4c41d21a5ca3d33379311455805--sarah-andersen-comics-sarah-see-andersen.jpg>

Exhibit B: Plaintiff images in LAION-400M — p.14

Sarah Andersen: training image 4



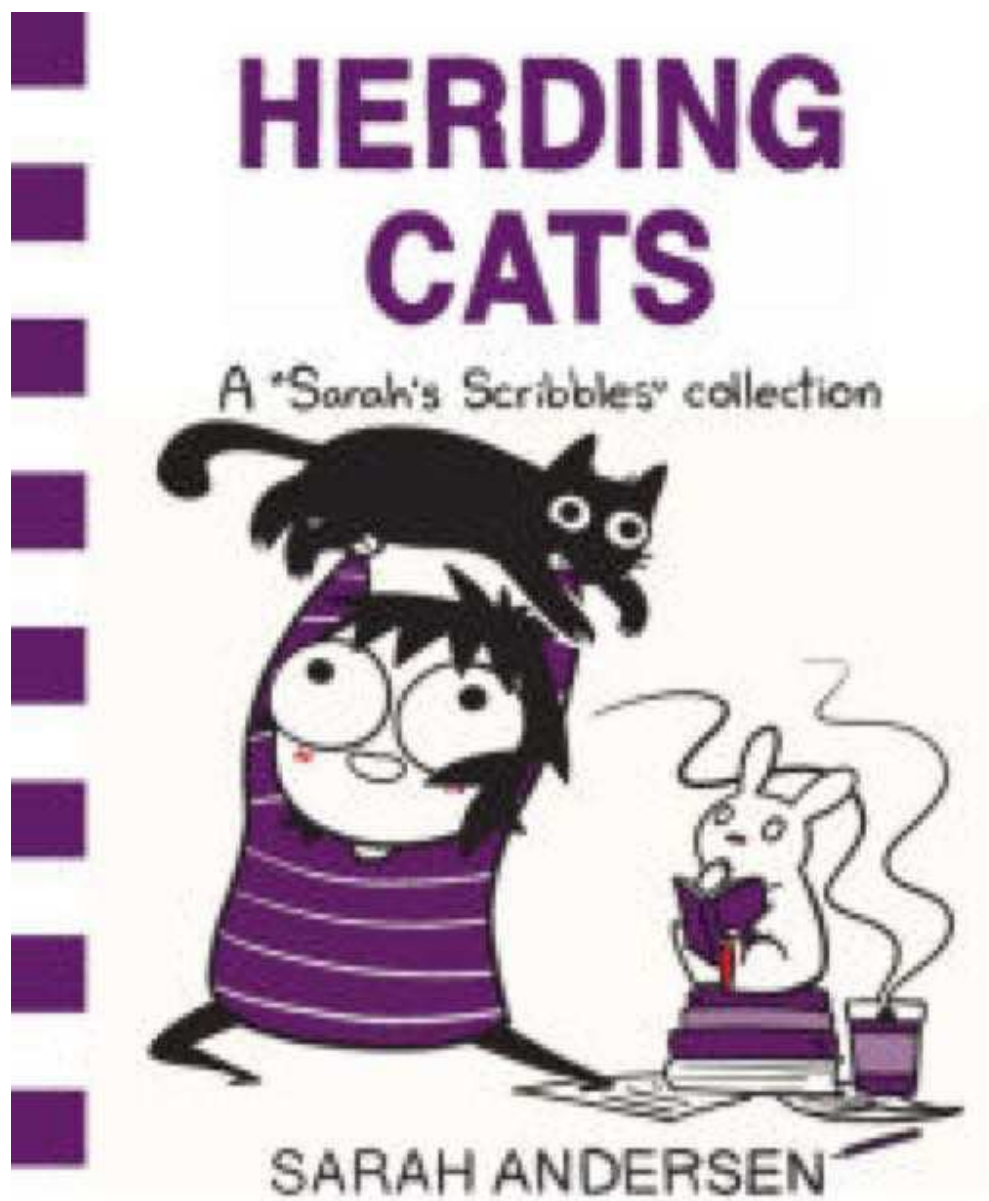
copyright registration: Big Mushy Happy Lump: A Sarah's Scribbles Collection (TX0008493928)

LAION-400M caption: ""Sarah Andersen comic ""How I Spend Money""""

LAION-400M url: <https://img.saplingcdn.com/375/ppds/5496bebe-8fd4-47d0-9538-6063abcbceaf.jpg>

Exhibit B: Plaintiff images in LAION-400M — p.15

Sarah Andersen: training image 5



copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

LAION-400M caption: "Title: Herding Cats: A Sarah's Scribbles Collection, Author: Sarah Andersen"

LAION-400M url: https://prodimage.images-bn.com/pimages/9781449489786_p0_v2_s192x300.jpg

Exhibit B: Plaintiff images in LAION-400M — p.16

Sarah Andersen: training image 6



copyright registration: Oddball: A Sarah's Scribbles Collection (TX0009153980)

LAION-400M caption: "All credit goes to Sarah Andersen - meme"

LAION-400M url: <https://images7.memedroid.com/images/UPLOADED671/5fd3dd71dc22b.jpeg>

EXHIBIT C

(Plaintiff Copyright Registrations)

Exhibit C: Plaintiff copyright registrations — p.1

Type of Work: Text

Registration Number / Date:
TX0007828053 / 2014-01-20

Application Title: Books of Adam: The Blunder Years.

Title: Books of Adam: The Blunder Years.

Description: Book, 209 p.

Copyright Claimant:
Adam Ellis.

Date of Creation: 2013

Date of Publication:
2013-07-09

Nation of First Publication:
United States

Authorship on Application:
Adam Ellis; Domicile: not known; Citizenship: not known.
Authorship: text, artwork.

ISBN: 9781455516988

Names: Ellis, Adam

Exhibit C: Plaintiff copyright registrations — p.2

Type of Work: Text

Registration Number / Date:
TX0008744896 / 2019-04-09

Application Title: Super Chill: A Year of Living Anxiously.

Title: Super Chill: A Year of Living Anxiously.

Description: Book, 112 p.

Copyright Claimant:
Adam Ellis.

Date of Creation: 2018

Date of Publication:
2018-10-23

Nation of First Publication:
United States

Authorship on Application:
Adam Ellis; Citizenship: United States. Authorship: text,
artwork.

Copyright Note: Basis for Registration: collective work.

ISBN: 9781449491550

Names: Ellis, Adam

Exhibit C: Plaintiff copyright registrations — p.3

Type of Work: Text

Registration Number / Date:
TX0007054207 / 2009-10-07

Application Title: THE CHILD THIEF.

Title: THE CHILD THIEF.

Description: Book, 481 p.

Copyright Claimant:
Gerald Brom.

Date of Creation: 2009

Date of Publication:
2009-09-01

Nation of First Publication:
United States

Authorship on Application:
Brom; Domicile: United States; Citizenship: United States.
Authorship: text.

Names:
Brom
Brom, Gerald

Exhibit C: Plaintiff copyright registrations — p.4

Type of Work: Text

Registration Number / Date:
TX0007639837 / 2012-12-18

Application Title: KRAMPUS.

Title: KRAMPUS.

Description: Book, 357 p.

Copyright Claimant:
Gerald Brom.

Date of Creation: 2012

Date of Publication:
2012-11-01

Nation of First Publication:
United States

Authorship on Application:
Brom, pseud. of Gerald Brom (author of pseudonymous work);
Domicile: United States; Citizenship: United States.
Authorship: text.

Names: Brom, Gerald
Brom, pseud.

Exhibit C: Plaintiff copyright registrations — p.5

Type of Work: Text

Registration Number / Date:
TX0008339972 / 2016-12-01

Application Title: LOST GODS.

Title: LOST GODS.

Description: Book, 489 p.

Copyright Claimant:
Gerald Brom.

Date of Creation: 2016

Date of Publication:
2016-10-01

Nation of First Publication:
United States

Authorship on Application:
Brom, pseud. of Gerald Brom (author of pseudonymous work);
Domicile: United States; Citizenship: United States.
Authorship: text, artwork.

Names: Brom, Gerald
Brom, pseud.

Exhibit C: Plaintiff copyright registrations — p.6

Type of Work: Text

Registration Number / Date:
TX0008571339 / 2018-03-01

Application Title: Above the Timberline .

Title: Above the Timberline .

Description: Book.

Copyright Claimant:
Gregory Manchess.

Date of Creation: 2017

Date of Publication:
2017-10-24

Nation of First Publication:
United States

Authorship on Application:
Gregory Manchess; Citizenship: United States. Authorship:
text, artwork.

Rights and Permissions:
Simon & Schuster Permissions Dept., c/o Simon & Schuster,
Inc., 1230 Avenue of the Americas, New York, NY, 10020,
United States

ISBN: 9781481459235

Names: Manchess, Gregory

Exhibit C: Plaintiff copyright registrations — p.7

Type of Work: Visual Material

Registration Number / Date:
VA0001911930 / 2014-04-08

Application Title: Anouk, et al.

Title: Anouk.

Appears in: Fashion Gone Rogue, Nov 12, 2013

Description: Electronic file (eService)

Copyright Claimant:
Jingna Zhang, 1988- .

Date of Creation: 2013

Date of Publication:
2013-02-17

Nation of First Publication:
United States

Authorship on Application:
Jingna Zhang, 1988- ; Citizenship: Singapore. Authorship:
photograph(s)

Rights and Permissions:
Jingna Zhang, info@zhangjingna.com

Names: Zhang, Jingna, 1988-

Exhibit C: Plaintiff copyright registrations — p.8

Type of Work: Visual Material

Registration Number / Date:
VA0001917341 / 2014-06-09

Application Title: Motherland Chronicles.

Title: Motherland Chronicles.

Description: Electronic file (eService)

Copyright Claimant:
Jingna Zhang, 1988- .

Date of Creation: 2013

Date of Publication:
2013-02-04

Nation of First Publication:
United States

Authorship on Application:
Jingna Zhang, 1988- ; Citizenship: Singapore. Authorship:
photograph(s), 2-D artwork.

Rights and Permissions:
Jingna Zhang, info@zhangjingna.com

Names: Zhang, Jingna, 1988-

Exhibit C: Plaintiff copyright registrations — p.9

Type of Work: Visual Material

Registration Number / Date:
VA0001917201 / 2014-06-09

Application Title: Portrait of Solitude.

Title: Portrait of Solitude.

Description: Electronic file (eService)

Copyright Claimant:
Jingna Zhang, 1988- .

Date of Creation: 2011

Date of Publication:
2011-08-10

Nation of First Publication:
United States

Authorship on Application:
Jingna Zhang, 1988- ; Citizenship: Singapore. Authorship:
photograph(s)

Rights and Permissions:
Jingna Zhang, info@zhangjingna.com

Names: Zhang, Jingna, 1988-

Exhibit C: Plaintiff copyright registrations — p.10

Type of Work: Text

Registration Number / Date:
TX0009086758 / 2021-04-05

Application Title: My Life in Transition.

Title: My Life in Transition: A Super Late Bloomer Collection.

Description: Book, 167 p.

Copyright Claimant:
Julia Kaye.

Date of Creation: 2021

Date of Publication:
2021-02-23

Nation of First Publication:
United States

Authorship on Application:
Julia Kaye; Citizenship: United States. Authorship: text,
artwork.

Copyright Note: Basis for Registration: Collective work

ISBN: 9781524860462

Names: Kaye, Julia

Exhibit C: Plaintiff copyright registrations — p.11

Type of Work: Text

Registration Number / Date:
TX0008576918 / 2018-03-22

Application Title: Super Late Bloomer: My Early Days in Transition.

Title: Super Late Bloomer: My Early Days in Transition.

Description: Book.

Copyright Claimant:
Julia Kaye.

Date of Creation: 2018

Date of Publication:
2018-03-06

Nation of First Publication:
United States

Authorship on Application:
Julia Kaye; Citizenship: United States. Authorship: text,
artwork, Themed compilation of comics.

Pre-existing Material:
Some comics previously published online.

Basis of Claim: text, artwork, Themed compilation of comics.

ISBN: 9781449489625

Names: Kaye, Julia

Exhibit C: Plaintiff copyright registrations — p.12

Type of Work: Visual Material

Registration Number / Date:
VA0002345330 / 2023-04-27

Application Title: I. Nature.

Title: I. Nature.

Description: Electronic file (eService)

Copyright Claimant:
Karla P Ortiz, 1985- .

Date of Creation: 2015

Date of Publication:
2015-09-10

Nation of First Publication:
United States

Authorship on Application:
Karla P Ortiz, 1985- ; Domicile: United States;
Citizenship: United States. Authorship: 2-D artwork.

Pre-existing Material:
photograph.

Basis of Claim: Pencil/Graphite Artwork.

Rights and Permissions:
Karla P Ortiz, Joseph Saveri Law Firm, LLP., 601 California
Street, Suite 100, San Francisco, CA, 94108, United
States, kortizart@gmail.com

Copyright Note: C.O. correspondence.

Names: Ortiz, Karla P, 1985-

Exhibit C: Plaintiff copyright registrations — p.13

Type of Work: Visual Material

Registration Number / Date:
VA0002344253 / 2023-04-27

Application Title: Rigidum.

Title: Rigidum.

Description: Electronic file (eService)

Copyright Claimant:
Karla P Ortiz, 1985- .

Date of Creation: 2016

Date of Publication:
2016-07-11

Nation of First Publication:
United States

Authorship on Application:
Karla P Ortiz, 1985- ; Citizenship: United States.
Authorship: 2-D artwork.

Rights and Permissions:
Karla P Ortiz, Joseph Saveri Law Firm, LLP., 601 California
Street, Suite 1000, San Francisco, CA, 94108,
kortizart@gmail.com

Names: Ortiz, Karla P, 1985-

Exhibit C: Plaintiff copyright registrations — p.14

Type of Work: Text

Registration Number / Date:
TX0008825086 / 2019-11-06

Application Title: Adulthood is a Myth 2020 Deluxe Day-to-Day Calendar.

Title: Adulthood is a Myth 2020 Deluxe Day-to-Day Calendar.

Description: Calendar.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2019

Date of Publication:
2019-08-13

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
compilation of previously published art with
accompanying text.

Pre-existing Material:
previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying
text.

ISBN: 9781449498467

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.15

Type of Work: Text

Registration Number / Date:
TX0008826881 / 2019-11-06

Application Title: Adulthood is a Myth 2020 Wall Calendar.

Title: Adulthood is a Myth 2020 Wall Calendar.

Description: Calendar.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2019

Date of Publication:
2019-06-04

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
compilation of previously published art with
accompanying text.

Pre-existing Material:
previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying
text.

ISBN: 9781449498474

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.16

Type of Work: Text

Registration Number / Date:
TX0008614103 / 2018-02-06

Application Title: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall
Calendar.

Title: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall
Calendar.

Description: Print Material.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2017

Date of Publication:
2017-06-27

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen, employer for hire; Citizenship: United
States. Authorship: artwork, compilation of previously
published art with corresponding text; some new artwork.

Pre-existing Material:
text, artwork.

Basis of Claim: artwork, compilation of previously published art with
corresponding text; some new artwork.

ISBN: 9781449483449

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.17

Type of Work: Text

Registration Number / Date:
TX0008660257 / 2018-10-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Daily
Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Daily
Calendar.

Description: Calendar.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2018

Date of Publication:
2018-07-31

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen, employer for hire; Citizenship: United
States. Authorship: compilation of previously published
art with corresponding text.

Pre-existing Material:
previously published art with corresponding text.

Basis of Claim: compilation of previously published art with corresponding
text.

ISBN: 9781449494490

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.18

Type of Work: Text

Registration Number / Date:
TX0008706556 / 2018-10-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Wall
Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Wall
Calendar.

Description: Print material.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2018

Date of Publication:
2018-06-05

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
text, artwork, compilation of previously published art
with corresponding text; some new art.

Pre-existing Material:
previously published art with corresponding text.

Basis of Claim: artwork, compilation of previously published art with
corresponding text; some new art.

Copyright Note: Basis for Registration: Unit of publication

ISBN: 9781449494070

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.19

Type of Work: Text

Registration Number / Date:
TX0009117084 / 2021-01-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Daily
Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Daily
Calendar.

Description: Book.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2020

Date of Publication:
2020-09-01

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
compilation of previously published art with
accompanying text.

Pre-existing Material:
previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying
text.

ISBN: 9781524857684

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.20

Type of Work: Text

Registration Number / Date:
TX0009082399 / 2021-01-22

Application Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall
Calendar.

Title: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall
Calendar.

Description: Book.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2020

Date of Publication:
2020-06-30

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
artwork, compilation of previously published art with
accompanying text; some new art.

Pre-existing Material:
previously published art with accompanying text.

Basis of Claim: artwork, compilation of previously published art with
accompanying text; some new art.

ISBN: 9781524857677

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.21

Type of Work: Text

Registration Number / Date:
TX0008207926 / 2015-12-10

Application Title: Adulthood Is a Myth: A Sarah's Scribbles Collection.

Title: Adulthood Is a Myth: A Sarah's Scribbles Collection.

Description: Book.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2015

Date of Publication:
2015-12-08

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
text, artwork.

Pre-existing Material:
Some cartoons previously appeared on author's website.

Basis of Claim: text, artwork.

ISBN: 9781449474195

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.22

Type of Work: Text

Registration Number / Date:
TX0008493928 / 2017-01-09

Application Title: Big Mushy Happy Lump: A Sarah's Scribbles Collection .

Title: Big Mushy Happy Lump: A Sarah's Scribbles Collection .

Description: Book, 125 p.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2016

Date of Publication:
2016-12-12

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
text, artwork.

Copyright Note: Basis for Registration: Collective work

ISBN: 9781449479619

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.23

Type of Work: Text

Registration Number / Date:
TX0009043380 / 2020-12-16

Application Title: Fangs.

Title: Fangs.

Description: Book, 100 p.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2020

Date of Publication:
2020-10-06

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
text, artwork.

ISBN: 9781524860677

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.24

Type of Work: Text

Registration Number / Date:
TX0008615735 / 2018-02-06

Application Title: Get It Together! with Sarah Scribbles 2017-2018 16-Month
Weekly/Monthly Planner.

Title: Get It Together! with Sarah Scribbles 2017-2018 16-Month
Weekly/Monthly Planner.

Description: Book.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2017

Date of Publication:
2017-05-30

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen, employer for hire; Citizenship: United
States. Authorship: artwork, compilation of previously
published art with corresponding text; some new artwork.

Pre-existing Material:
text, artwork.

Basis of Claim: artwork, compilation of previously published art with
corresponding text; some new artwork.

ISBN: 9781449482046

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.25

Type of Work: Text

Registration Number / Date:
TX0008681086 / 2018-10-22

Application Title: Get It Together! with Sarah Scribbles 2018-2019 16-Month
Monthly/Weekly Planner.

Title: Get It Together! with Sarah Scribbles 2018-2019 16-Month
Monthly/Weekly Planner.

Description: Book.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2018

Date of Publication:
2018-06-05

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen, employer for hire; Citizenship: United
States. Authorship: artwork, compilation of previously
published art with corresponding text; some new artwork.

Pre-existing Material:
text, artwork.

Basis of Claim: artwork, compilation of previously published art with
corresponding text; some new artwork.

ISBN: 9781449494063

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.26

Type of Work: Text

Registration Number / Date:
TX0008826626 / 2019-11-06

Application Title: Get It Together! with Sarah's Scribbles 16-Month 2019-2020
Weekly Monthly Planner.

Title: Get It Together! with Sarah's Scribbles 16-Month 2019-2020
Weekly Monthly Planner.

Description: Calendar.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2019

Date of Publication:
2019-06-04

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
compilation of previously published art with
accompanying text.

Pre-existing Material:
previously published art with accompanying text.

Basis of Claim: compilation of previously published art with accompanying
text.

ISBN: 9781449498481

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.27

Type of Work: Text

Registration Number / Date:
TX0009082448 / 2021-01-22

Application Title: Get It Together with Sarah's Scribbles16-Month 2020-2021
Weekly/Monthly Planner Calendar.

Title: Get It Together with Sarah's Scribbles16-Month 2020-2021
Weekly/Monthly Planner Calendar.

Description: Book.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2020

Date of Publication:
2020-06-30

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
artwork, compilation of previously published art with
accompanying text; some new artwork.

Pre-existing Material:
text, artwork, previously published art with accompanying
text.

Basis of Claim: artwork, compilation of previously published art with
accompanying text; some new artwork.

ISBN: 9781524857660

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.28

Type of Work: Text

Registration Number / Date:
TX0008564573 / 2018-02-12

Application Title: Herding Cats: A Sarah's Scribbles Collection.

Title: Herding Cats: A Sarah's Scribbles Collection.

Description: Book, 108 p.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2018

Date of Publication:
2018-01-16

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
text, artwork, Curated and themed collection of cartoons
previously published online.

Pre-existing Material:
Some cartoons previously published online.

Basis of Claim: text, artwork, Curated and themed collection of cartoons
previously published online.

ISBN: 9781449489786

Names: Andersen, Sarah

Exhibit C: Plaintiff copyright registrations — p.29

Type of Work: Text

Registration Number / Date:
TX0009153980 / 2022-02-16

Application Title: Oddball: A Sarah?s Scribbles Collection.

Title: Oddball: A Sarah?s Scribbles Collection.

Description: Book, 105 p.

Copyright Claimant:
Sarah Andersen.

Date of Creation: 2021

Date of Publication:
2021-12-07

Nation of First Publication:
United States

Authorship on Application:
Sarah Andersen; Citizenship: United States. Authorship:
text, artwork.

Copyright Note: Basis for Registration: Collective work

ISBN: 9781449489793

Names: Andersen, Sarah

EXHIBIT D

(Stability Text Prompts)

Exhibit D: Stability text prompts — p.1

prompt: "chef"



Exhibit D: Stability text prompts — p.2

prompt: "gregory manchess chef"

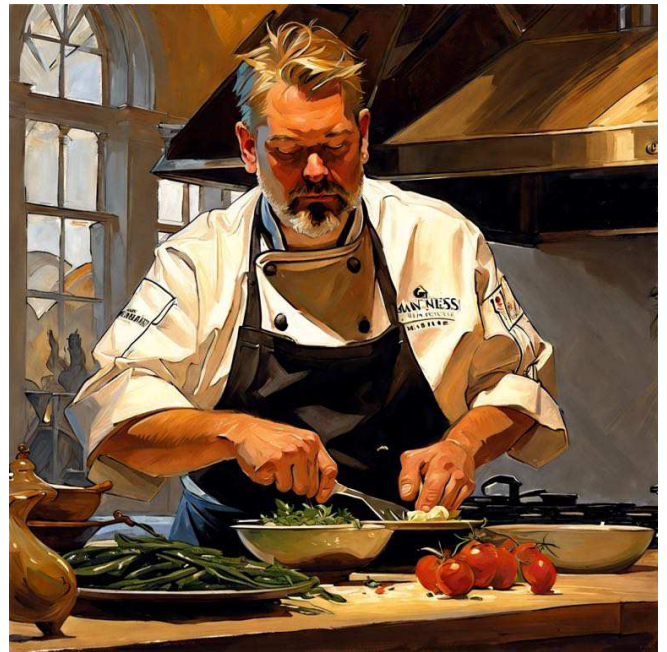
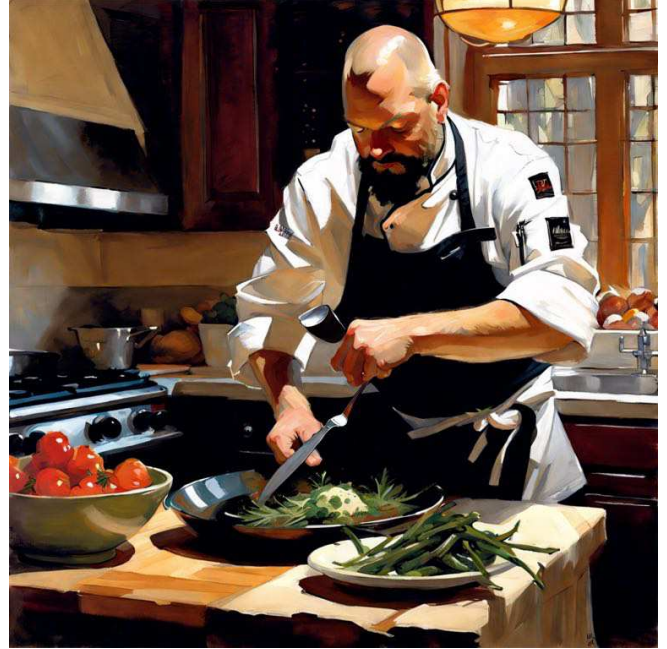


Exhibit D: Stability text prompts — p.3

prompt: "gerald brom chef"

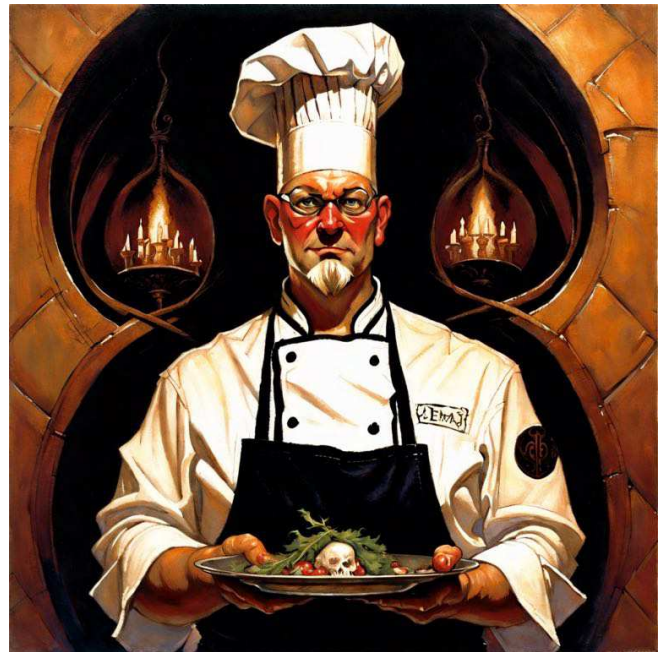


Exhibit D: Stability text prompts — p.4

prompt: “jingna zhang chef”



Exhibit D: Stability text prompts — p.5

prompt: "teacher"



Exhibit D: Stability text prompts — p.6

prompt: "gregory manchess teacher"



Exhibit D: Stability text prompts — p.7

prompt: "gerald brom teacher"



Exhibit D: Stability text prompts — p.8

prompt: “jingna zhang teacher”



EXHIBIT E

(Runway Text Prompts)

Exhibit E: Runway text prompts — p.1

prompt: "chef"

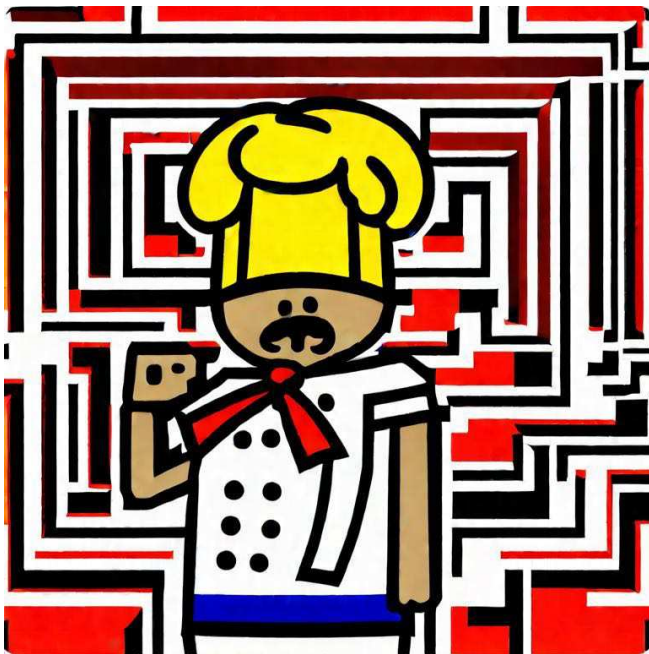


Exhibit E: Runway text prompts — p.2

prompt: "gregory manchess chef"



Exhibit E: Runway text prompts — p.3

prompt: "gerald brom chef"



Exhibit E: Runway text prompts — p.4

prompt: "jingna zhang chef"



Exhibit E: Runway text prompts — p.5

prompt: "kelly mckernan chef"



Exhibit E: Runway text prompts — p.6

prompt: "sarah andersen chef"



Exhibit E: Runway text prompts — p.7

prompt: "teacher"

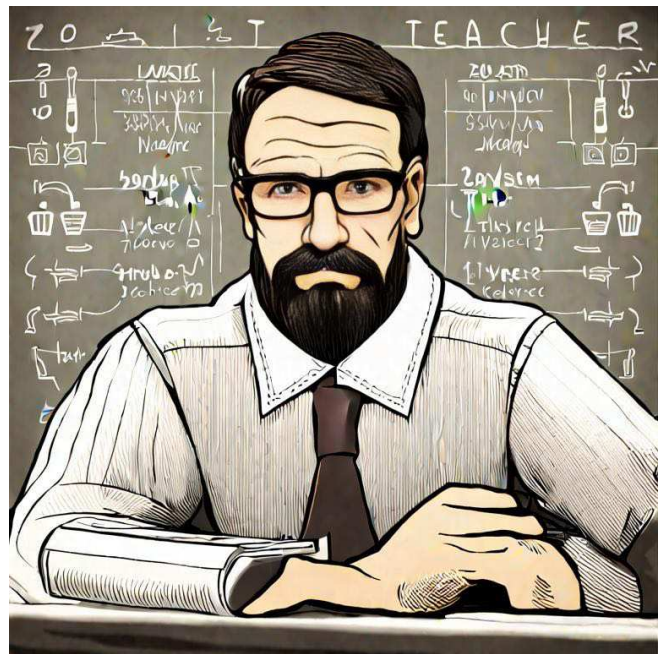
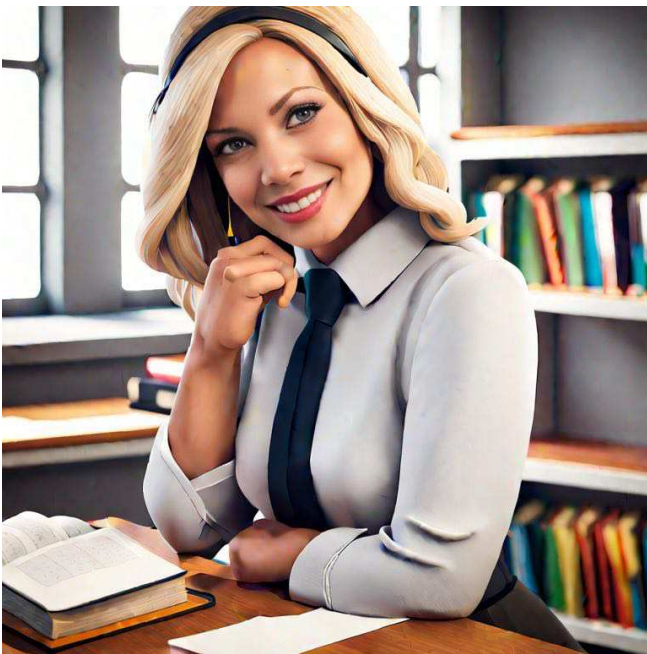


Exhibit E: Runway text prompts — p.8

prompt: "gregory manchess teacher"

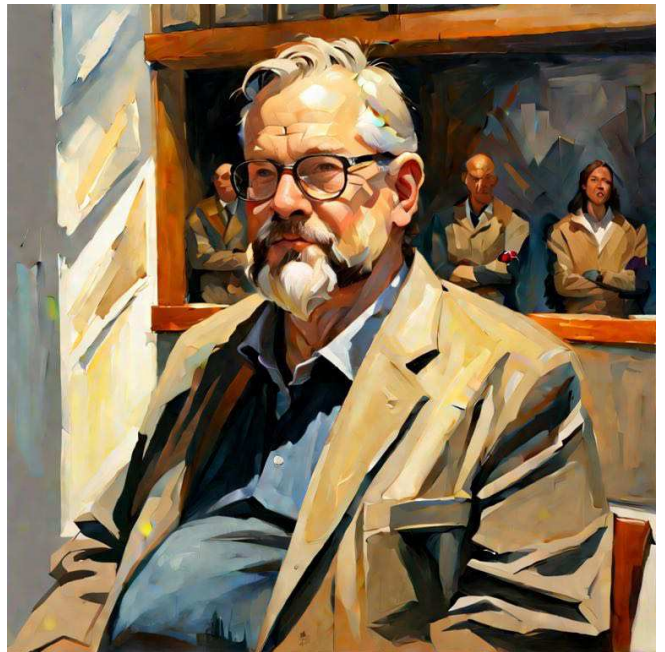
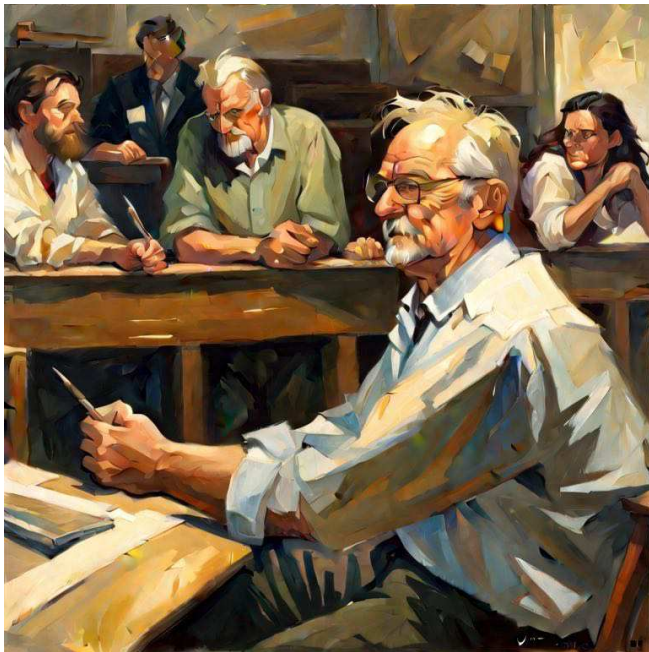
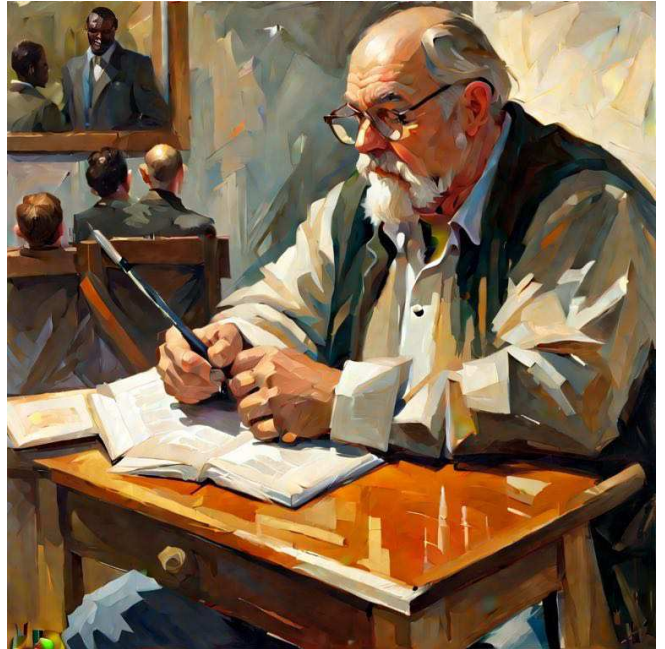


Exhibit E: Runway text prompts — p.9

prompt: "gerald brom teacher"



Exhibit E: Runway text prompts — p.10

prompt: "jingna zhang teacher"



Exhibit E: Runway text prompts — p.11

prompt: “kelly mckernan teacher”

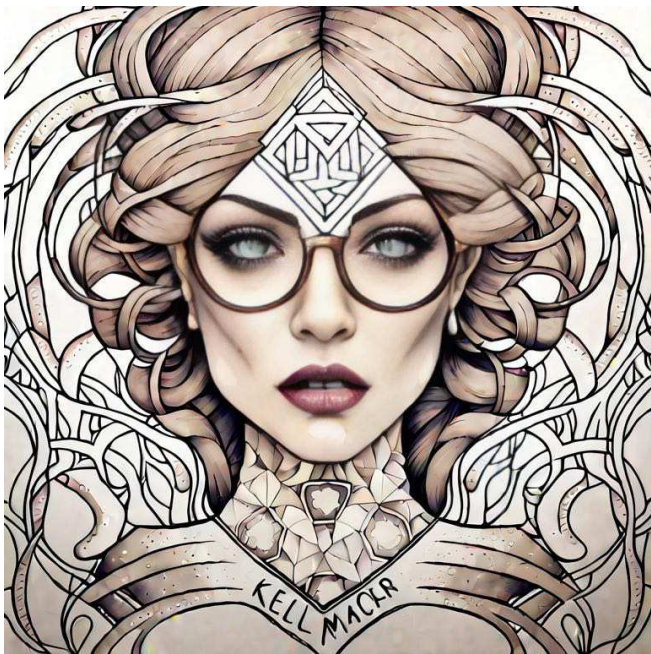


Exhibit E: Runway text prompts — p.12

prompt: "sarah andersen teacher"

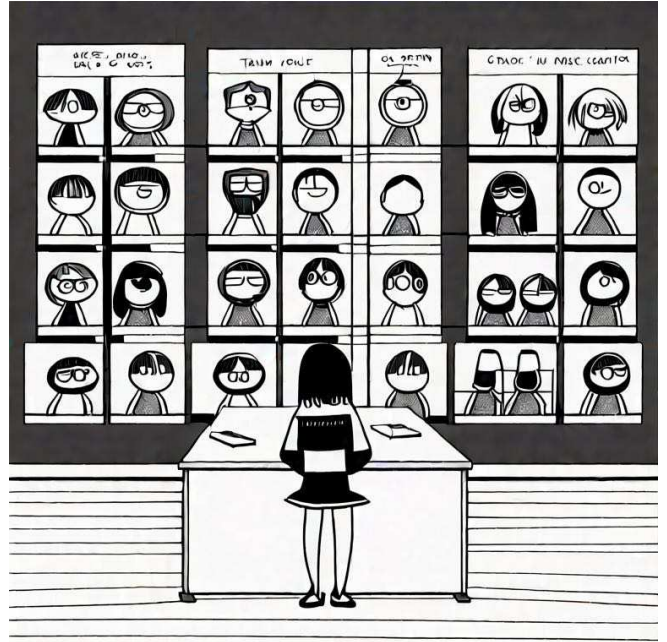


EXHIBIT F

(Midjourney Text Prompts)

Exhibit F: Midjourney text prompts — p.1

prompt: "chef"



Exhibit F: Midjourney text prompts — p.2

prompt: "gregory manchess chef"



Exhibit F: Midjourney text prompts — p.3

prompt: "gerald brom chef"

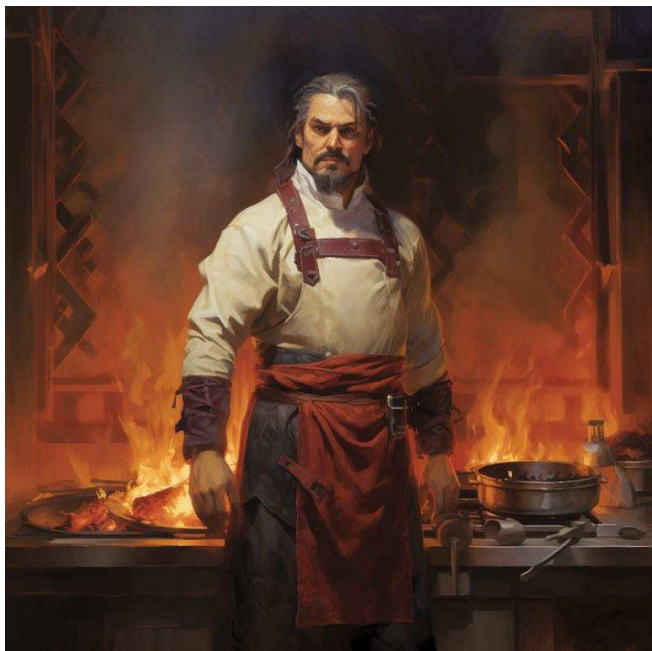
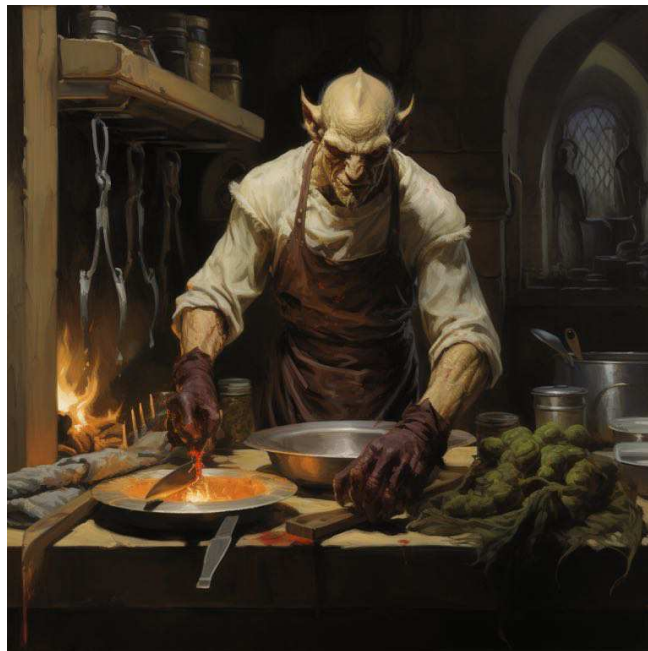


Exhibit F: Midjourney text prompts — p.4

prompt: “jingna zhang chef”



Exhibit F: Midjourney text prompts — p.5

prompt: "kelly mckernan chef"



Exhibit F: Midjourney text prompts — p.6

prompt: "sarah andersen chef"



Exhibit F: Midjourney text prompts — p.7

prompt: "teacher"



Exhibit F: Midjourney text prompts — p.8

prompt: "gregory manchess teacher"



Exhibit F: Midjourney text prompts — p.9

prompt: "gerald brom teacher"

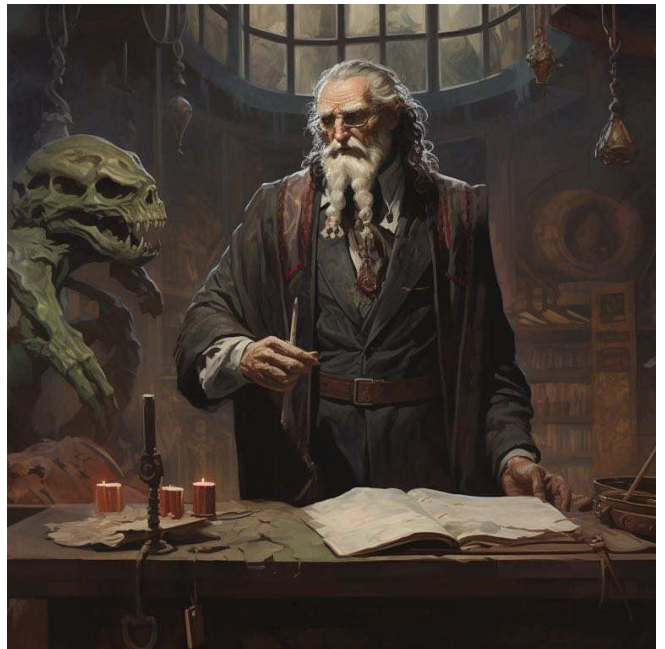


Exhibit F: Midjourney text prompts — p.10

prompt: “jingna zhang teacher”



Exhibit F: Midjourney text prompts — p.11

prompt: "kelly mckernan teacher"



Exhibit F: Midjourney text prompts — p.12

prompt: "sarah andersen teacher"



EXHIBIT G

(Stability Image Prompts)

Exhibit G: Stability image prompts — p.1

Gerald Brom: Lady Of The Lake (original top left)



Exhibit G: Stability image prompts — p.2

Gerald Brom: Perchta (original top left)



Exhibit G: Stability image prompts — p.3

Gerald Brom: Santa (original top left)



Exhibit G: Stability image prompts — p.4

Gregory Manchess: Bears (original top left)



Exhibit G: Stability image prompts — p.5

Gregory Manchess: Snow Leopards (original top left)



Exhibit G: Stability image prompts — p.6

Grzegorz Rutkowski: Dragon (original top left)



Exhibit G: Stability image prompts — p.7

Grzegorz Rutkowski: Dwarf (original top left)



Exhibit G: Stability image prompts — p.8

Hawke Southworth: Flowers (original top left)



Exhibit G: Stability image prompts — p.9

Jingna Zhang: Alodia (original top left)



Exhibit G: Stability image prompts — p.10

Jingna Zhang: From The Ashes (original top left)



Exhibit G: Stability image prompts — p.11

Jingna Zhang: Her Resting Place (original top left)



Exhibit G: Stability image prompts — p.12

Jingna Zhang: Motherland Chronicles (original top left)



Exhibit G: Stability image prompts — p.13

Jingna Zhang: Underwater (original top left)



Exhibit G: Stability image prompts — p.14

Julia Kaye: Comic (original top left)

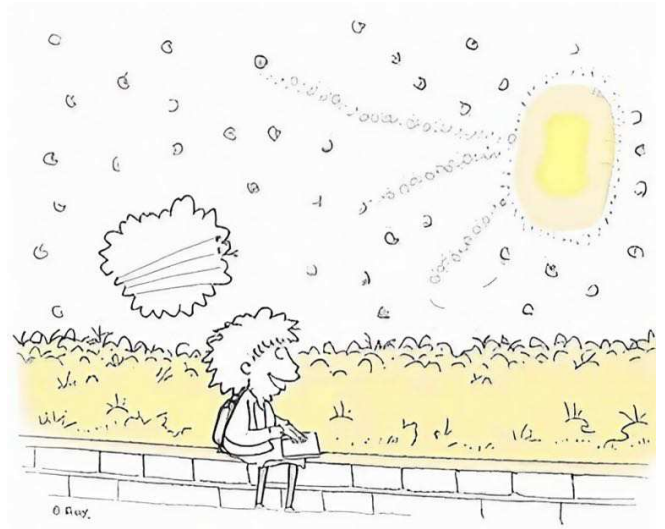
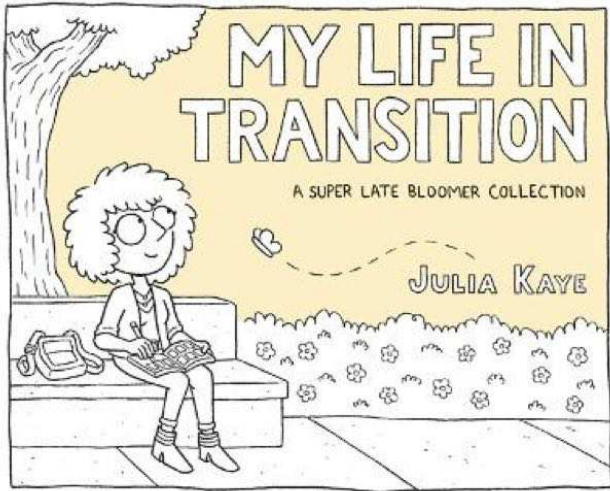


Exhibit G: Stability image prompts — p.15

Karla Ortiz: Illustration (original top left)



Exhibit G: Stability image prompts — p.16

Karla Ortiz: Mensajeros (original top left)



Exhibit G: Stability image prompts — p.17

Karla Ortiz: *Rigidum* (original top left)



Exhibit G: Stability image prompts — p.18

Karla Ortiz: Ultimatum (original top left)



Exhibit G: Stability image prompts — p.19

Kelly McKernan: Fester (original top left)



Exhibit G: Stability image prompts — p.20

Kelly McKernan: Reverie (original top left)



Exhibit G: Stability image prompts — p.21

Sarah Andersen: Fangs (original top left)

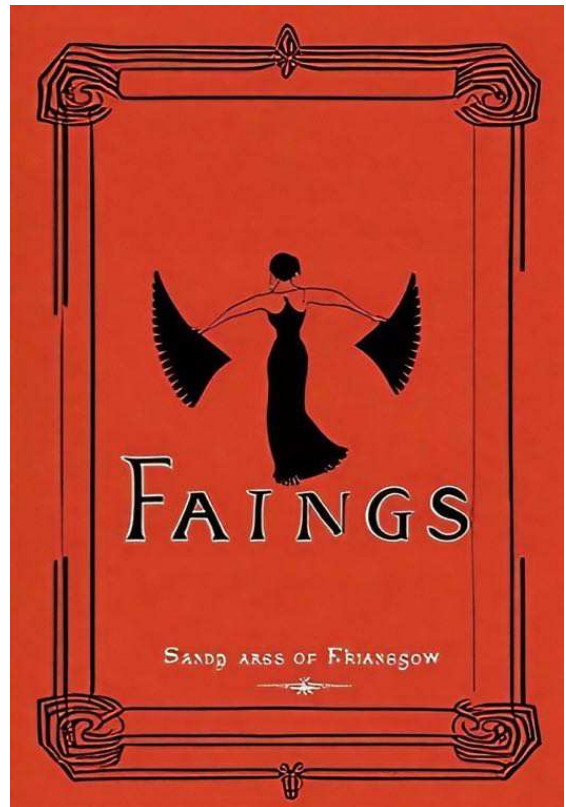
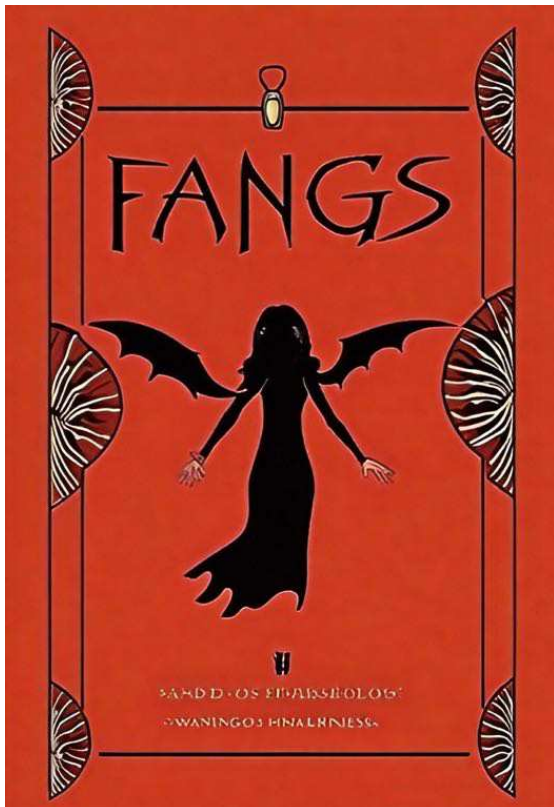
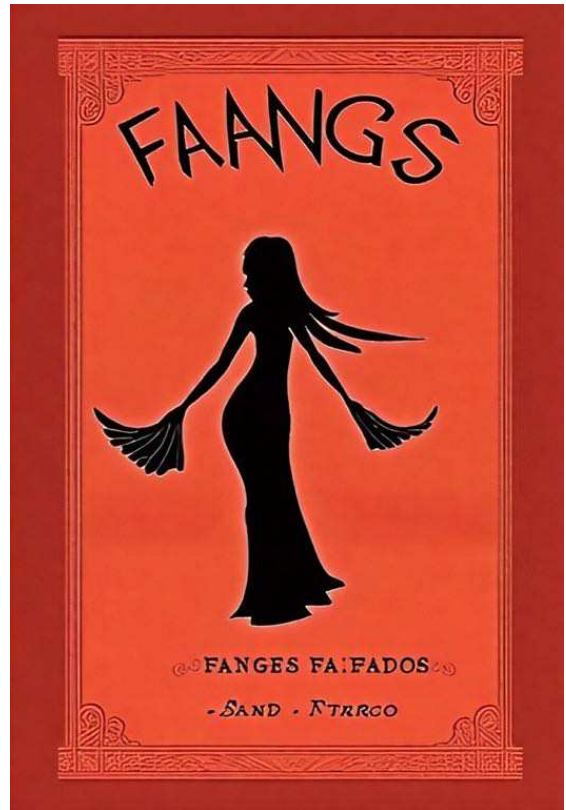
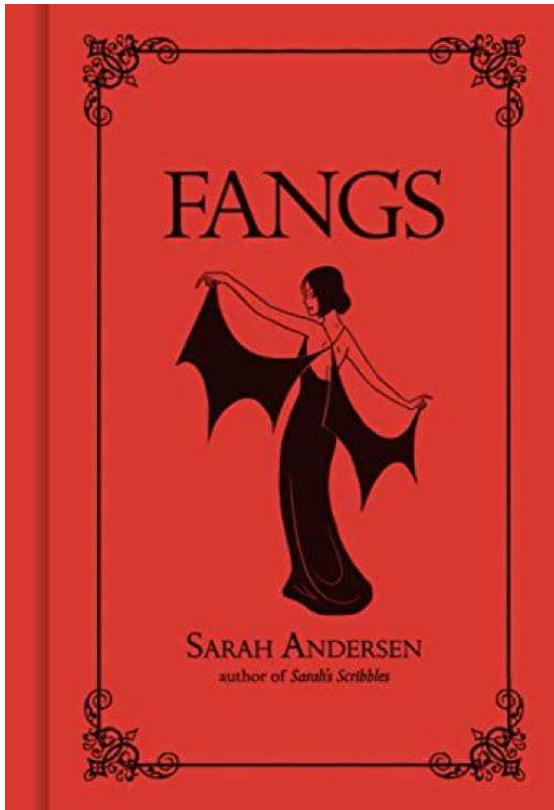


EXHIBIT H

(Runway Image Prompts)

Exhibit H: Runway image prompts — p.1

Gerald Brom: Lady Of The Lake (original top left)



Exhibit H: Runway image prompts — p.2

Gerald Brom: Perchta (original top left)



Exhibit H: Runway image prompts — p.3

Gerald Brom: Santa (original top left)



Exhibit H: Runway image prompts — p.4

Gregory Manchess: Bears (original top left)



Exhibit H: Runway image prompts — p.5

Gregory Manchess: Snow Leopards (original top left)



Exhibit H: Runway image prompts — p.6

Grzegorz Rutkowski: Dragon (original top left)



Exhibit H: Runway image prompts — p.7

Grzegorz Rutkowski: Dwarf (original top left)



Exhibit H: Runway image prompts — p.8

Hawke Southworth: Flowers (original top left)



Exhibit H: Runway image prompts — p.9

Jingna Zhang: Alodia (original top left)



Exhibit H: Runway image prompts — p.10

Jingna Zhang: From The Ashes (original top left)



Exhibit H: Runway image prompts — p.11

Jingna Zhang: Her Resting Place (original top left)



Exhibit H: Runway image prompts — p.12

Jingna Zhang: Motherland Chronicles (original top left)



Exhibit H: Runway image prompts — p.13

Jingna Zhang: Underwater (original top left)



Exhibit H: Runway image prompts — p.14

Karla Ortiz: Illustration (original top left)



Exhibit H: Runway image prompts — p.15

Karla Ortiz: Rigidum (original top left)



Exhibit H: Runway image prompts — p.16

Karla Ortiz: Ultimatum (original top left)



Exhibit H: Runway image prompts — p.17

Kelly McKernan: Reverie (original top left)

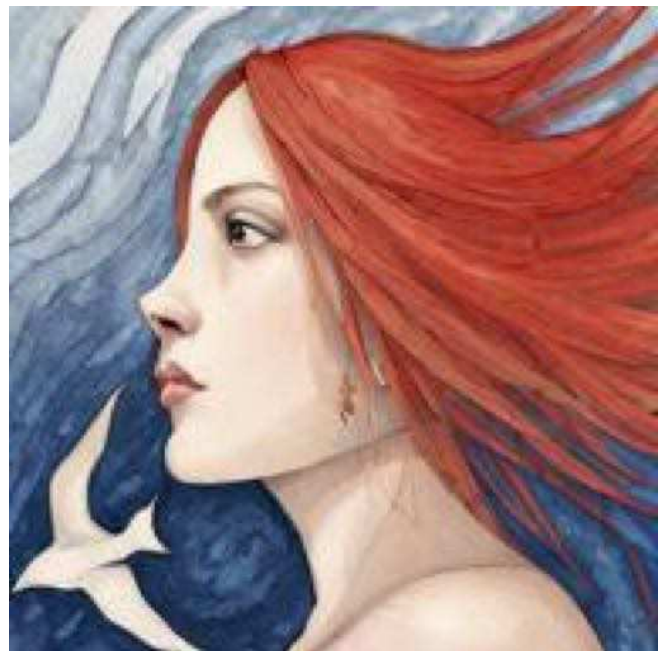


EXHIBIT I

(Midjourney Image Prompts)

Exhibit I: Midjourney image prompts — p.1

Gerald Brom: Lady Of The Lake (original top left)



Exhibit I: Midjourney image prompts — p.2

Gerald Brom: Perchta (original top left)



Exhibit I: Midjourney image prompts — p.3

Gerald Brom: Santa (original top left)

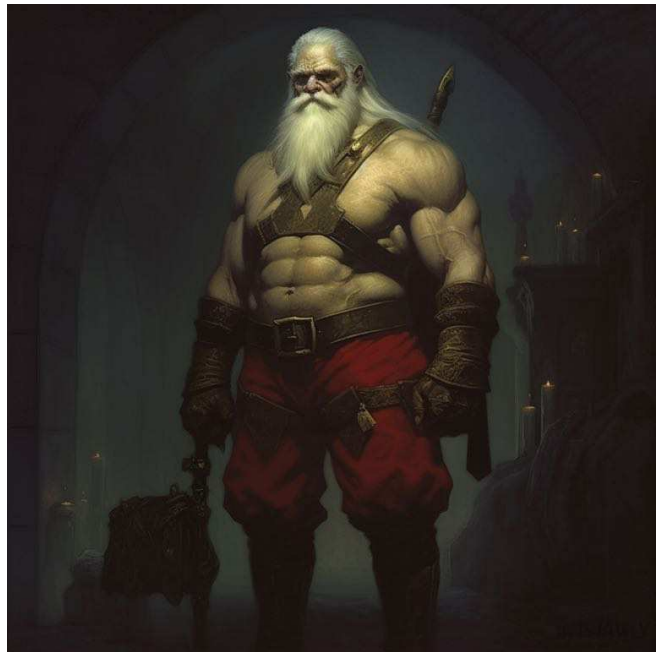
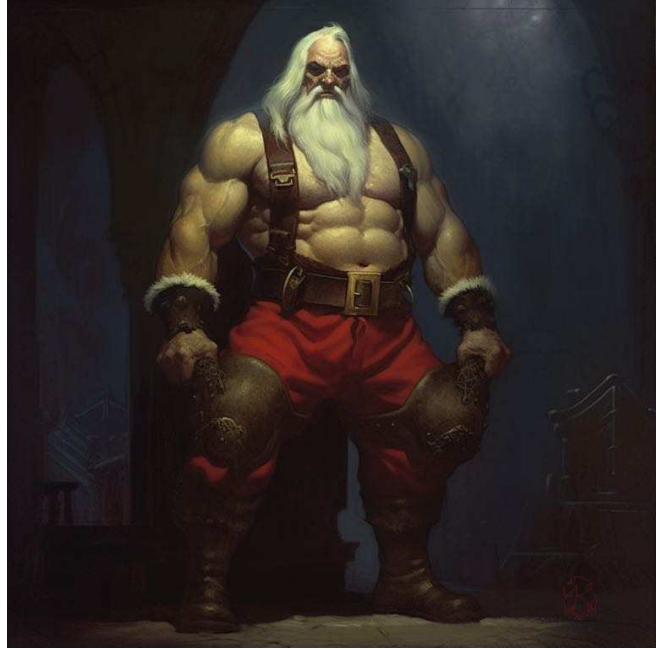


Exhibit I: Midjourney image prompts — p.4

Gregory Manchess: Bears (original top left)



Exhibit I: Midjourney image prompts — p.5

Gregory Manchess: Snow Leopards (original top left)

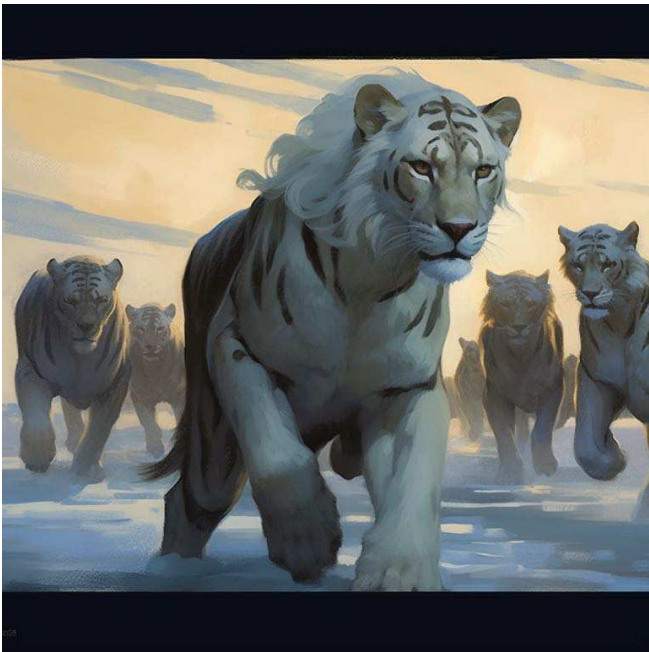
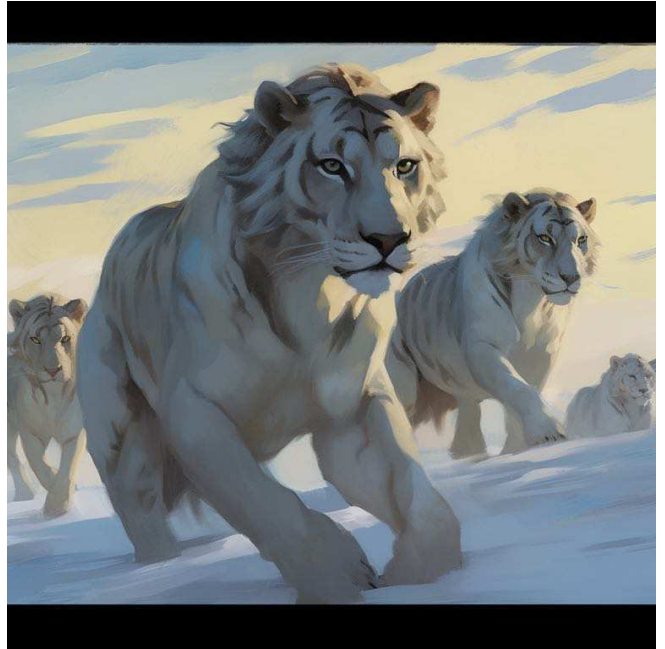


Exhibit I: Midjourney image prompts — p.6

Grzegorz Rutkowski: Dragon (original top left)



Exhibit I: Midjourney image prompts — p.7

Grzegorz Rutkowski: Dwarf (original top left)



Exhibit I: Midjourney image prompts — p.8

Hawke Southworth: Flowers (original top left)

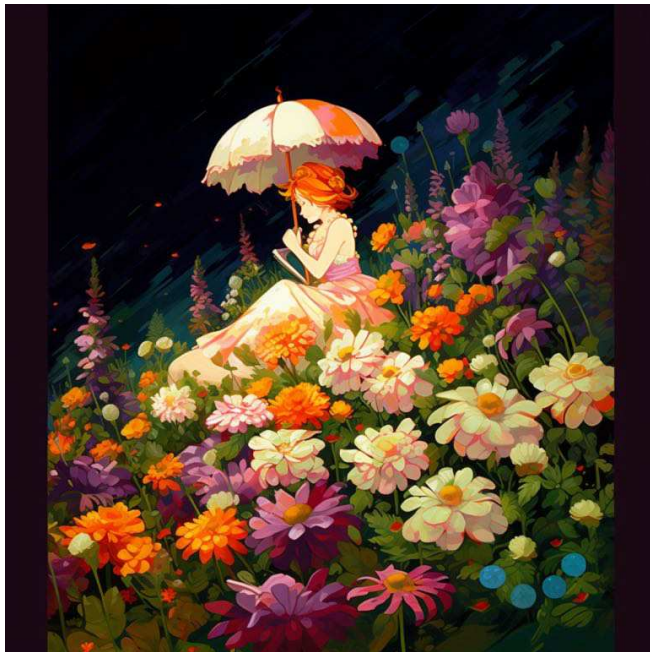


Exhibit I: Midjourney image prompts — p.9

Jingna Zhang: Alodia (original top left)



Exhibit I: Midjourney image prompts — p.10

Jingna Zhang: From The Ashes (original top left)



Exhibit I: Midjourney image prompts — p.11

Jingna Zhang: Her Resting Place (original top left)



Exhibit I: Midjourney image prompts — p.12

Jingna Zhang: Motherland Chronicles (original top left)



Exhibit I: Midjourney image prompts — p.13

Jingna Zhang: Underwater (original top left)



Exhibit I: Midjourney image prompts — p.14

Karla Ortiz: Illustration (original top left)



Exhibit I: Midjourney image prompts — p.15

Karla Ortiz: Mensajeros (original top left)



Exhibit I: Midjourney image prompts — p.16

Karla Ortiz: Rigidum (original top left)



Exhibit I: Midjourney image prompts — p.17

Karla Ortiz: Ultimatum (original top left)



Exhibit I: Midjourney image prompts — p.18

Kelly McKernan: Reverie (original top left)

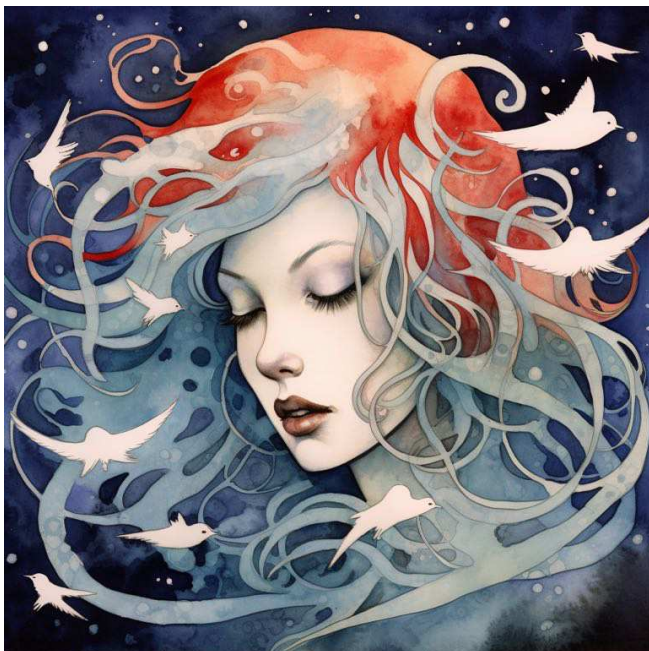


EXHIBIT J

(Midjourney Name List)

108 – graffiti	Ai Desheng	Alan Stuart Paterson	Alexandre Alexeieff
1292 Advanced Programmable Video System	Ai Kijima	Alayna Danner	Alexandre Bida
3DO Interactive Multiplayer	Ai Morinaga	AlbaBG	Alexandre Bloch
3Steps	Ai Yazawa	Albert Bierstadt	Alexandre Cabanel
909 Art	Ainslie Henderson	Albert Gleizes	Alexandre Chaudret
A1one	Aisha Galimbaeva	Albert Goupil	Alexandre Jacovleff
Aaron Boyd	Aizu Yaichi	Albert Kotin	Alexandre René Veron
Aaron Forsythe	Ajit Ninan	Albert Louis Aublet	Alexandre Roubtsoff
Aaron J. Riley	Akane Ogura	Albert Maignan	Alexei Issupov
Aaron McGruder	Akay – graffiti	Albert Pinkham Ryder	Alexis A. Gilliland
Aaron Miller	Akemi Matsunae	Albert Uderzo	Alexis Ziritt
Aaron Reed	Akemi Takada	Alberto Giacometti	Alfons Mucha
Aaron Springer	Akihiko Yamashita	Alberto Pasini	Alfred Chateau
Aarthi Parthasarathy	Akihiro Ito	Alberto Saichann	Alfred de Dreux
Abby Howard	Akihiro Yamada	Aldo Capitano	Alfred Dehodencq
Abdelrahim Ahmed	Akihiro Yamada	Alec Monopoly	Alfred Leslie
Abner Dean	Akihisa Ikeda	Alejandro Jodorowsky	Alfredo Luxoro
ABOVE	Akihito Yoshitomi	Alejandro Mirabal	Alice Aycock
Action Max	Akiko Hatsu	Aleksandr Nikolayev	Alice Schille
Ad Carter	Akiko Higashimura	Aleksandr Petrov	Alicia Austin
Ad Reinhardt	Akimi Yoshida	Aleksandra Ekster	Alicia Mickes
Adachitoka	Akimine Kamijyo	Aleksi Briclot	Alicja Uzarowska
Adal Hernandez	Akinobu Uraka	Alessandra Pisano	Alisa Lee
Adam Arnold	Akio Chiba	Alex Akerbladh	Alison Luhrs
Adam Neate	Akio Watanabe	Alex Anderson	Alison Snowden
Adam Paquette	Akira Amano	Alex Binnie	Alix Branwyn
Adam Phillips	Akira Furuya	Alex Brock	Allan Kaprow
Adam Reed	Akira Himekawa	Alex Hallatt	Allen Douglas
Adam Rex	Akira Ito	Alex Hirsch	Allen Williams
Adam Styka	Akira Kanbe	Alex Horley-Orlandelli	Alli Steele
Add Fuel	Akira Kojima	Alex Konstad	Allison Carl
Addison Thomas Millar	Akira Narita	Alex Martinez	Alois Hans Schram
Adelphoi Zangaki	Akira Oze	Alex Negrea	Aloysius O'Kelly
Adi Granov	Akira Suzuki	Alex Norris	Alton Lawson
Adolf Karol Sandoz	Akira Toriyama	Alex Schomburg	Alton Tobey
Adolf Kaufmann	Akira Yasuda	Alex Stone	Alvy Ray Smith
Adolf Schreyer	Al Capp	Alex Toth	Amadee J. Van Beuren
Adolf Seel	Al Davidson	Alex Vallauri	Amano Akira
Adolph Gottlieb	Al Gordon	Alex Williams	Amayagido
Adolphe Aze	Al Jaffee	Alex Woolfson	Amedeo Modigliani
Adrian Majkrzak	Alaa Awad	Alexander Archipenko	Amedeo Preziosi
Adrian Smith	Alain Resnais	Alexander Bogomazov	Amedeo Simonetti
Adrien Dauzats	Alain Voss	Alexander Calder	Amelia Bennett
Advanced Pico Beena	Alan Barillaro	Alexander Dudar	Ami James
Aenami	Alan Becker	Alexander Forssberg	Amiga CD32
Agatha Bennett	Alan Davis	Alexander Leydenfrost	Aminollah Rezaei
Agnes Martin	Alan Dean	Alexander Mokhov	Amstrad GX4000
Aguri Igarashi	Alan Gutierrez	Alexander Ney	Amy Weber
	Alan Lee	Alexander Rodchenko	Amy Winfrey
	Alan M. Clark	Alexander Varnek	An Nakahara
	Alan Pollack	Alexander Yakovlev	Ana Mendieta
	Alan Rabinowitz		

Ananda Nahu – graffiti	Anna Pavleeva	Aristide Maillol	Atsuko Tanaka
Anastasia Ovchinnikova	Anna Podedworna	Arja Kajermo	Atsushi Kamijo
Anato Finnstark	Anna Steinbauer	Arlene Klasky	Atsushi Ogasawara
Anders Leonard Zorn	Anna Von Mertens	Arman	Atsushi Ōkubo
Andi Rusu	Anne Stokes	Armand Assus	Atsushi Suzumi
André	Anne Sudworth	Armand Baltazar	Attila Adorjany
André Brouillet	Anne Truitt	Armand Vergeaud	Attilio Simonetti
André Derain	Anne Wilson	Armando Salas	August Macke
André François	Annibale Scognamiglio	Arnal Ballester	Auguste Borget
André Franquin	Annie Bendolph	Arnie Swekel	Auguste Macke
André Masson	Annie Preece	Arnold Levin	Auguste Maure
André Pierre Charles	Annie Sardelis	Arnold Möller	Auguste Rodin
André Suréda	Anselm Feuerbach	Arotxa	Auguste Veillon
Andrea De Dominicis	Anson Maddocks	Arsênio da Silva	Augusto Valli
Andrea Kruis	Antal Ligeti	Arshile Gorky	Augustus Edwin John
Andrea Paziienza	Anthony Caro	Art & Language	Augustus John
Andrea Radeck	Anthony Francisco	Art Nugent	Aurore Folny
Andreas Deja	Anthony Jones	Art Spiegelman	Austin Hsu
Andreas Hykade	Anthony Palumbo	Art Young	Austin Osman Spare
Andreas Rocha	Anthony S. Waters	Arthur Babbit	AVANT
Andreas Roller	Antoine de Favray	Arthur Baker	Avedis Mouradian
Andreas Zafiratos	Antoine Pevsner	Arthur Davis	Avi Katz
Andres Cuervo Herrero	Antoine-Jean Gros	Arthur Durston	Avoid pi
Andrés Parladé	Anton Tony Binder	Arthur Melville	Aya Kanno
Andrew Adamson	Anton Pieck	Arthur Rackham	Aya Nakahara
Andrew Goldhawk	Antoni Tàpies	Arthur Rankin	Aya Tarek – graffiti
Andrew Huerta	Antonio Arraez	Arthur Streeton	Ayako Ishiguro
Andrew Hussie	Antonio Beato	Arthur Suydam	Ayami Kojima
Andrew Johanson	Antonio Berti	Arthur Thomson	Ayami Nakashima
Andrew MacCallum	Antonio Bravo	Arthur Trevor Haddon	Ayano Yamane
Andrew Mar	Antonio Fuentes	Arthur von Ferraris	Ayato Sasakura
Andrew Murray	Antonio Gargiullo	Arthur Watts	Ayumi Komura
Andrew Park	Antonio Muñoz Degrain	Artie Romero	Ayumi Kurashima
Andrew Robinson	Antonio Ortiz Echagüe	Artur Tarnowski	Ayumi Shiina
Andrew Stanton	Antonio Rivas	Artur Treffner	Azouaou Mammeri
Andrew Tsyaston	Aogachou	Asa Higuchi	B. Kliban
Andrew Wyeth	Aoi Hiiragi	Asger Jorn	B.N.E.
Andrey Kuzinskiy	Aoi Nanase	Ash – graffiti	Babyson Chen
Andy Brase	APF Imagination Machine	Ash Wood	Bad Flip Productions
Andy Council	APF-MP1000	Ashika Sakura	Bal Thackeray
Andy Fish	Apple Bandai Pippin	Aslam Kiratpuri	Balcomb Greene
Andy Luckey	April Lee	Atari 2600	Bally Astrocade
Andy Warhol	April Prime	Atari 5200	Balthus
Angus McBride	Arcadia 2001 and its	Atari 7800	Bandai Super Vision 8000
Angus McKie	variants and clones	Atari Jaguar	Banksy
Aníbal Villacís	Areku Nishiki	Atari Jaguar CD	Barasui
Anish Kapoor	Ari Nieh	Atari Panther	Barbara Bodichon
Anna Brandoli	Ariel Olivetti	Atari XEGS	Barbara Brackman
Anna Christenson	Arifur Rahman	Atlas	Barbara Brandon-Croft
Anna Fehr	Arin Hanson	Atsuko Ishizuka	Barbara Hepworth
Anna Maria Horner	Arina Tanemura	Atsuko Nakajima	Barbara Rosiak

Barbara Szota-Hartavi	Bill Kroyer	Brandi Reece	Bud Cook
Barclay Shaw	Bill Melendez	Brandon Dorman	Bud Fisher
Barnett Newman	Bill Murray	Brandon Kitkouski	Bud Grace
Baron Halpenny	Bill Plympton	Brandon Sheffield	Bud Luckey
Barry Appleby	Bill Sienkiewicz	Brant Parker	Buichi Terasawa
Barry Bradfield	Bill Tytla	Brendan Sell	Buronson
Barry McGee	Bill Watterson	Brennan Lee Mulligan	Burr Shafer
Barry Purves	Bill Willingham	Brent Hollowell	Butch Hartman
Bartlomiej Gawel	Bill Yates	Břetislav Pojar	C. H. Greenblatt
Bastien Grivet	Billy Christian	Brian Bolland	C215
Bastien L. Deharme	Billy Ireland	Brian Clevinger	Cabrol
Bayard Wu	Bisa Butler	Brian Cosgrove	Caesar Meadows
Beautiful Angle	Bisco Hatori	Brian Despain	Cai Tingting
Bedros Sirabyan	Blackie del Rio	Brian Durfee	Cai Yong
Belsky	Blek le Rat	Brian Froud	Caio Monteiro
Ben Andrews	Blu - graffiti	Brian Gordon	Cal Sobrepeña
Ben Bocquelet	Bo Brown	Brian Hagan	Cally-Jo
Ben Caldwell	Bob Boyle	Brian Horton	Camillo Miola
Ben Eine - street art	Bob Camp	Brian Lee Durfee	Camillus Perera
Ben Maier	Bob Clampett	Brian McFadden	Campbell White
Ben Shahn	Bob Eggleton	Brian O'Doherty	Cara Mitten
Ben Sharpsteen	Bob Givens	Brian Snoddy	Caramelaw
Ben Templesmith	Bob Kane	Brian Valeza	Carl Andre
Ben Thompson	Bob Kuwahara	Brianne Drouhard	Carl Barks
Ben Washam	Bob Law	Brice Marden	Carl Critchlow
Ben Wicks	Bob Mankoff	Bridge Companion	Carl Frank
Ben Wootten	Bob Penuelas	Bridget Riley	Carl Giles
Benita Epstein	Bob Petillo	Brigitte Roka	Carl Haag
Benjamin Ee	Bob Ross	Brittany Austin	Carl Spitzweg
Berenice Abbott	Bob Tyrrell	Brody Neuschwander	Carl Werner
Berkeley Breathed	Bob Weber	Brom	Carlo Ambrosini
Bernard Kowalczyk	Boey	Brooke McEldowney	Carlo Bocchio
Bernard Krigstein	Bohuslav Reynek	Brothers Hildebrandt	Carlo Bossoli
BerriBlue	Boichi	Brothers Quay	Carlo Brancaccio
Berry	Bonnie Gabriel	Bruce Brenneise	Carlo Carrà
Berthold Bartosch	Borf	Bruce Connor	Carlo Cossio
Beth Gutcheon	Boris Artzybasheff	Bruce McLean	Carlos Catasse
Betty Jiang	Boris Hoppek	Bruce Nauman	Carlos Mérida
Betty Swords	Boris Vallejo	Bruce Ozella	Carlos Saldanha
Bettye Kimbrell	Boulet	Bruce Pennington	Carlos Zéfiro
Bianca Xunise	Brad Bird	Bruce Petty	Carly Mazur
Bil Keane	Brad Diller	Bruce Timm	Carmen Sinek
Bill Amend	Brad Downey	Bruce W. Smith	Carnelian
Bill Benulis	Brad Guigar	Brumsic Brandon Jr.	Carol Heyer
Bill Burnett	Brad Neely	Bruno Bozzetto	Caroline Gariba
Bill Griffith	Brad Rigney	Bryan Konietzko	Caroline Leaf
Bill Hinds	Brad W. Foster	Bryan Sola	Caroll Spinney
Bill Hoest	Bradley Walker Tomlin	Bryan Talbot	Carolyn L. Mazloomi
Bill Holbrook	Bradley Williams	Brynn Metheney	Cartrain
Bill Holman	Bram Sels	Bryon Wackwitz	Casey Gustafson
Bill Kopp	Brandi Milne	Bu Hua	Casio Loopy

Cathy Guisewite	Chesley Bonestell	Christine Roche	Conrad Marca-Relli
Cayetano Garza	Chester Commodore	Christophe Szpajdel	Conrad Vernon
CD-i	Chester Gould	Christopher B. Wright	Constantin Brâncuși
Cecelia Pedescleaux	Chica Umino	Christopher Baldwin	Constantine Andreou
Cecil Fernando	Chie Shinohara	Christopher Burdett	Control-Vision
Cecil Touchon	Chieko Hosokawa	Christopher Hastings	Cool Disco Dan
Ces53	Chiho Saito	Christopher Lovell	Cope2
Cesare Biseo	Chippy	Christopher Miller	Cordell Barker
Cesare Dell'Acqua	Chitose Yagami	Christopher Moeller	Corey Bowen
Cesare Maccari	Chon Day	Christopher Rush	Corey D. Macourek
Chad Kanotz	Chris Achilleos	Christopher Shy	Corey Miller
Chaïm Soutine	Chris Appelhans	Christopher Wool	Cornbread
Chako Abeno	Chris Bellach	Chuck Jones	Cornelius Brudi
Champion 2711	Chris Buck	Chuck Lukacs	Cos Koniotis
Chandra Free	Chris Clay	Chuck Whelon	Cosmin Podar
Chanoir	Chris Cold	Chummy Chúmez	CPS Changer
Chao Yat	Chris Crosby	Ciruelo	Craig Bartlett
Charles Addams	Chris Dien	Ciruelo Cabral	Craig Hooper
Charles Bague	Chris Foss	Civilian	Craig J Spearing
Charles Binger	Chris Garver	Claes Oldenburg	Craig McCracken
Charles Boyce	Chris Hallbeck	Clamp	Craig McKay
Charles Conder	Chris Haukap	Clandestine Culture	Craig Mullins
Charles D'Oyly	Chris J. Anderson	Clara Barthold Mayer	Craig Phillips
Charles Demuth	Chris Johanson	Claude Monet	Cris Dornaus
Charles Dufresne	Chris Kiritz	Claude Serre	Cristi Balanescu
Charles Ellis Johnson	Chris Marker	Claw Money	Crocodile Jackson
Charles Evenden	Chris McKay	Claymore J. Flapdoodle	Cuesta Benberry
Charles Fincher	Chris Mooney	Cleve Gray	Cutup
Charles Gillespie	Chris Moore	Cliff Childs	Cy Twombly
Charles Hinman	Chris Niosi	Cliff Nielsen	Cynthia Sheppard
Charles James Theriat	Chris Núñez	Cliff Raven	Cyril Van Der Haegen
Charles Kuhn	Chris Onstad	Clifford McBride	Czon – sculptures
Charles Landelle	Chris Ostrowski	Clint Cearley	D-suzuki
Charles Logasa	Chris Rahn	Clint Langlely	D. Alexander Gregory
Charles M. Schulz	Chris Rallis	Clover.K	D. J. Cleland-Hura
Charles Rauch	Chris Reccardi	Clyde Caldwell	D.S. Margoliouth
Charles Ray	Chris Sanders	Clyde Lamb	Daarken
Charles Robertson	Chris Seaman	Clyfford Still	Daichi Banjou
Charles Samuel Addams	Chris Shepherd	Cocoa Fujiwara	Daijiro Morohoshi
Charles Sheeler	Chris Slane	Cody Culp	DAIM
Charles Toché	Chris Tulach	Cole Eastburn	Daisuke Higuchi
Charles Urbach	Chris Van Allsburg	ColecoVision	Daisuke Igarashi
Charles Valfort	Chris Wedge	Colin Boyer	Daisuke Izuka
Charles Vess	Christiaan Nagel	Colin Campbell Cooper	Daisuke Moriyama
Charles Wilda	Christian Angel	Colin MacNeil	Daisuke Nishio
Charles-Amable Lenoir	Christian Krohg	Collin Estrada	Daisuke Satō
Charles-André van Loo	Christian Warlich	Colonel Moutarde	Daisuke Terasawa
Charlie Nozawa	Christina Davis	Commodore 64 Games	Daisuke Tsutsumi
Chase Stone	Christine Choi	System	Daken
Chen Weidong	Christine Corday	Commodore CDTV	Daku
Chengo McFlingers	Christine Lee Risinger	Compact Vision TV Boy	Dale Messick

Dallas Williams	Darco see: France	David Hudnut	Diane Arbus
Dame Darcy	Dare	David Liljemark	Dibujante Nocturno
Dameon Willich	Darek Zabrocki	David Low	Dick Francis
Damian Tedrow	Daren Bader	David Lynch	Dick Guindon
Damien Hirst	Daria Khlebnikova	David Martin	Dick Hafer
Dan Adkins	Dariush Ramezani	David Mattingly	Dick Hodgins
Dan Christensen	Darrell K. Sweet	David McDarby	Diebbie
Dan DeCarlo	Darrell Riche	David Messer	Diego Rivera
Dan Dos Santos	Darren Brass	David Monette	Diesel
Dan Flavin	Darren Cullen	David Morgan-Mar	Dik Browne
Dan Frazier	Darren Sanchez	David O'Connor	Dimitar Marinski
Dan Henk	Darren Tan	David Palumbo	Dindga McCannon
Dan Mumford	Darrin Bell	David Park	Ding Songjian
Dan Povenmire	Dave Allsop	David Rapoza	DiTerlizzi
Dan Reynolds	Dave Breger	David Rees	Dmitry Burmak
Dan Scott	Dave Coverly	David Roach	Dolk
Dan Seagrave	Dave DeVries	David Robert Hovey	Dolk – graffiti
Dan Smith	Dave Dorman	David Roberts	Dom!
Dan Spiegle	Dave Fleischer	David S. LaForce	DOME
Dan Steffan	Dave Geyer	David Seeley	Domee Shi
Dan Witz	Dave Gibbons	David Seguin	Domenico Morelli
Dana Knutson	Dave Halili	David Semple	Domenico Rosso
Dana Simpson	Dave Humpherys	David Silverman	Domingo Muñoz
Danas sketchbook	Dave Kellett	David Simpson	Dominick Domingo
Dani Pendergast	Dave Kendall	David Sladek	Dominik Mayer
Daniel A. Baker	Dave McKean	David Smith	Domitille Collardey
Daniel Buren	Dave Mullins	David Sproxton	Don Bluth
Daniel Chong	Dave Pascal	David Thiérrée	Don Davis
Daniel Gelon	Dave Roman	David Wenzel	Don Dixon
Daniel Higgs	Dave Sim	David Willis	Don Ed Hardy
Daniel Holt	Dave Wasson	Dawn Best	Don Figlozzi
Daniel Horne	David A. Cherry	Dean Trippe	Don Hazeltine
Daniel Hulet	David A. Hardy	Debbie Hughes	Don Hertzfeldt
Daniel Israel	David A. Trampier	Delia Bennett	Don Hillsman II
Daniel Ketchum	David Ascalon	Demitrios Feredinos	Don Lusk
Daniel Lieske	David Auden Nash	Den Beauvais	Don Maitz
Daniel Ljunggren	David Bolinsky	Denis Beauvais	Don Orehek
Daniel Merlin Goodbrey	David Bowers	Denis Gifford	Don Patterson
Daniel R. Horne	David Burliuk	Denis Medri	Don Thompson
Daniel Romanovsky	David Choe	Denis Nigmatullin	Donald Jackson
Daniel Silva	David Day	Denise Dorrance	Donald Judd
Daniel Simon	David Feiss	Denman Rooke	Donato Giancola
Daniel Warren Johnson	David Fine	Dennis Cramer	Donelan
Daniel Zrom	David Firth	Dennis Detwiller	Dorothea Tanning
Danny Antonucci	David Fletcher	Derek Drymon	Dorothy Caldwell
Danny Flynn	David Füleki	Derek Riggs	Dorothy Gambrell
Danny Miller	David Gaillet	Derf Backderf	DOT DOT DOT
Dany Orizio	David Gatten	Dermot Power	Doug Chaffee
Darbury Stenderu	David Ho	Deruchenko Alexander	Doug Chiang
Darby Conley	David Hockney	Diana Magnuson	Doug Keith
Darco	David Horne	Diana Vick	Doug Kovacs

Doug Sweetland	Edward Angelo Goodall	Ema Toyama	Erica Sakurazawa
Doug TenNapel	Edward Avedisian	Emanuele Trionfi	Erica Williams
Douglas Arthur Teed	Edward Gorey	Emery Hawkins	Erica Yang
Douglas Chaffee	Edward Hopper	Emil Nolde	Erik Jon Oredson
Douglas Shuler	Edward J. Grug III	Émile Aubry	Erik Larsen
Dr Lakra	Edward Johnston	Émile Bécharde	Erika Moen
Dreamcast	Edward Lear	Émile Bernard	Ernanda Souza
Drew Baker	Edward P. Beard	Émile Bréchet	Ernest Normand
Drew Berry	Edward Ruscha	Émile Cohl	Ernest Slingeneyer
Drew Struzan	Edward Troye	Émile Courtet	Erni Vales
Drew Tucker	Edward von Löngus	Émile Deckers	Ernie Bushmiller
Drew Weing	Edwin Longsdon Long	Émile Frechon	Ernie Gehr
Duane Hanson	Edwin Lord Weeks	Émile Reynaud	Ernst Koerner
Dudley Murphy	Edwin White	Émile Vernet-Lecomte	Ernst Ludwig Kirchner
Dušan Vukotić	Edwina Dumm	Emilio Sala	Erol Otus
DVD Kids	Eelis Kytanen	Emily Carr	Esad Ribic
DXTR	Efflam Mercier	Emily Carroll	Est em
Dylan Martens	Efrem Palacios	Emily Fiegenschuh	Ethan Fleischer
E. M. Gist	Egon Schiele	Emily Maltby	Etienne Duval
Earl Norem	Egron Sellif Lundgren	Emily Teng	Etorouji Shiono
Earle K. Bergey	Eiichi Fukui	Emma Rios	Etsumi Haruki
Ebine Yamaji	Eiichiro Oda	Emmanuel Zamor	Etsushi Ogawa
Ed Big Daddy Roth	Eiji Nonaka	Emrah Elmasli	Ettore Cercone
Ed Benedict	Eiji Suganuma	Emura	Ettore Roesler Franz
Ed Brubaker	Eiki Eiki	En Kito	Ettore Simonetti
Ed Emshwiller	Eileen O'Meara	Enric Serra Auqué	Eugen Bracht
Ed Subitzky	Eisaku Kubonouchi	Enrico Casarosa	Eugène Flandin
Ed Tourriol	Eita Mizuno	Enrico Mazzanti	Eugène Fromentin
Edd Cartier	Ejiwa Edge Ebenebe	Enrico Tarengi	Eugène Isabey
Edd Gould	Ekaterina Burmak	Enrique Marín Sevilla	Eugene J. Martin
Eddie Germano	El Bocho	Enrique Tábara	Eugene Lancera
Eddie Jones	El Celso	Epoch Cassette Vision	Eugène Pavy
Edgar Church	El Lissitzky	Epoch Super Cassette	Eugène Siberdt
Edgar Degas	El Teneen - graffiti	Vision	Eugenio Cecconi
Edgar Henry Banger	El Xupet Negre	Epsilon .	Eva Hesse
Edgar Martin	Elaine Hamilton	Eric Darnell	Eva Widemann
Edgar Pierre Jacobs	Eleanor Burns	Eric David Anderson	Evan Cagle
Edith Vernick	Eli Shiffrin	Eric Deschamps	Evan Dahm
Edmond Tapissier	Elias Goldberg	Eric Fortune	Evan Shipard
Edmund Aubrey Hunt	Élie Anatole Pavil	Eric Goldberg	Evelyn Flinders
Edmund Dulac	Eliette Mitchell	Eric Jolliffe	Even Amundsen
Edoardo Tofano	Elihu Vedder	Eric Larson	Ever
Édouard Debat-Ponsan	Elizabeth Catlett	Eric Lofgren	Evkay Alkerway
Édouard Louis Dubufe	Elizabeth Durack	Eric Milet	Evyn Fong
Édouard Manet	Elizabeth Nourse	Eric Millikin	Eytan Zana
Édouard Vuillard	Ella Ferris Pell	Eric Pele	Ezoi
Eduard Charlemont	Ellen Forney	Eric Peterson	Fabio Fabbi
Eduardo Paolozzi	Ellinor Aiki	Eric Polak	Facter
Eduardo Rosales	Ellis Gallagher	Eric Velhagen	Faile
Eduardo Vañó Pastor	Ellsworth Kelly	Eric Wilkerson	Fairchild Channel F
Edvard Munch	Elzie Crisler Segar	Erica Gassalasca-Jape	Faith Hubley

Faith47 – graffiti	Francisco Goya	Fred Worden	Gary Leach
Fajareka Setiawan	Francisco Iturrino	Frédéric Back	Gary Panter
Family Computer Disk System	Francisco Martin	Frédéric Bazille	Gary Ruddell
Fang Ganmin	Francisco Miyara	Frédéric Boilet	Gaspard Fossati
Fang Yue	Francisco Sans Cabot	Frederic Edwin Church	Gaston Vuillier
Fariba Khamseh	Franciszek Tapa	Frederic L. Pape	Gaudensi Allar
Fausto Zonaro	François Boucher	Frederic Leighton	Gavin Verhey
Fay Dalton	François Bourgeon	Frédéric Villot	Geco – graffiti[5]
Fay Jones	François d'Orléans	Frederick Goodall	Gene Ahern
Federico Archuleta	François Dubois	Frederick Spratt	Gene Davis
Federico Bartolini	François Pierre Barry	Frida Kahlo	Gene Day
Felice Beato	François Tabar	Friedel Dzubas	Gene Deitch
Félix Arauz	Frank	Friz Freleng	Gengoroh Tagame
Félix Auguste Clément	Frank Auerbach	Frode Øverli	Genndy Tartakovsky
Félix Bonfils	Frank Brunner	Fujihiko Hosono	Gentile Bellini
Felix Gonzalez-Torres	Frank Buchser	Fujiko Fujio	Geoff Jeff Hook
Felix Thomas	Frank Dillon	Fujio Akatsuka	Geoff Taylor
Félix Ziem	Frank Dunne	Fujio Fujiko	Geoffrey Darrow
Ferd Johnson	Frank Duveneck	Fuller Potter	Georg Emanuel Opiz
Ferdinand Duboc	Frank Frazetta	Fumi Saimon	Georg Macco
Ferdinand Max Bredt	Frank Hampson	Fumi Yoshinaga	George Akiyama
Ferdinand Roybet	Frank Henry Mason	Fumino Hayashi	George Aleef
Fermín Solís	Frank Kelly Freas	Fumitoshi Oizaki	George Asakura
Fernand Cormon	Frank King	Fumiyo Kono	George Baker
Fernand Léger	Frank Miller	Funatsu Kazuki	George Barr
Fernand Lungren	Frank Paul	Fung Chin Pang	George Bellows
Fernando Botero	Frank Stella	Fusako Kuramochi	George Burchett
Fesbra	Frank Tashlin	Futaba Aoi	George Corominas
Filip Burburan	Frank Thomas	Futago Kamikita	George Cruikshank
Filippo Baratti	Frank Vincent DuMond	Futura 2000	George du Maurier
Finnian MacManus	Frank Waller	Fuyumi Soryo	George Elmer Browne
Fiona Hsieh	Frank Wu	Fuzichoco	George Fan
Fiona Staples	František Kupka	G-host Lee	George Fett
Florence Broadhurst	Franz Kline	G. P. Nerli	George Grosz
Florian de Gesincourt	Franz Marc	Gaboleps	George Henry Hall
Floyd Norman	Franz Vinck	Gabor Csupo	George Henry Yewell
FM Towns Marty	Franz Vohwinkel	Gabor Szikszai	George Herriman
Foo Midori	Franz Xaver Kosler	Gabriel Morcillo	George Inness
Forrest Imel	Frazer Irving	Gabriel Orozco	George Lichty
Frances Hodgkins	Fred Fields	Gaga Zeng	George McManus
Francesco Coleman	Fred Fields[8]	Gahan Wilson	George Morikawa
Francesco Hayez	Fred Gallagher	Gaman Palem	George Passantino
Francesco Noletti	Fred Harper	Game Wave Family Entertainment System	George Pratt
Francis Bacon	Fred Hooper	Gao Jianzhang	George Segal
Francis Cleetus	Fred Lasswell	Gao Yan	George Sprod
Francis Davis Millet	Fred Moore	Gardner Rea	George William Joy
Francis Frith	Fred Negro	Gary Chalk	George Wolfe
Francis Picabia	Fred Neher	Gary Gianni	Georges Braque
Francis Tsai	Fred Rahmqvist	Gary Kuehn	Georges Croegaert
Francisco Bores	Fred Sandback	Gary Larson	Georges Gasté
	Fred Seibert		Georges Landelle

Georges Rochegrosse	Grace Ravlin	Ha Il-kwon	Hatori Kyoka
Georges Washington	Grace Snyder	Hagio Moto	Hattat Aziz Efendi
Georges-Pierre Seurat	Graciela Aranis	Hagiya Kaoru	Hayao Miyazaki
Georgia Bonesteel	Grady Frederick	Hajime Isayama	He Jiancheng
Georgia O'Keeffe	Graeme Hopkins	Hajime Sorayama	Headache Stencil
Gerald Brom	Graffiti Research Lab	Hajime Ueda	Headgear
Gerald Potterton	GrafitArt	Hajime Watanabe	Heather Hudson
Gerald Scarfe	Graham Ingels	Hajime Yatate	Hector Garrido
Gerard Gustaaf Muller	Graham Johnson	Hakase Mizuki	Hector Ortiz
Gerhard Richter	Graham Sutherland	Ham Fisher	Hedda Sterne
Germain Fabius Brest	Grant Snider	Hampton Yount	Heinrich Kley
Germaine Dulac	Grant Wood	Han Seok-bong	Helen Frankenthaler
German Aracil	Gray Morrow	Hanaharu Naruko	Helena Klakocar
Gerry Grace	Greg Broadmore	Hank Ketcham	Helge C. Balzer
Ghislain Barbe	Greg Brooks	Hannah Aitchison	Henfil
Giacomo Balla	Greg Hildebrandt	Hannah Höch	Henk Schiffmacher
Giacomo Mantegazza	Greg Irons	Hannah Jacobs	Henmaru Machino
Gianantonio Guardi	Greg Kulz	Hannah Wilke	Henri Adrien Tanoux
Gianni De Luca	Greg Opalinski	Hannes Bok	Henri Chouanard
Gilbert Shelton	Greg Rutkowski	Hannibal King	Henri Dabadie
Gilles Roussel	Greg Simanson	Hans Bellmer	Henri Matisse
Giorgio de Chirico	Greg Spalenka	Hans Hassenteufel	Henri Pontoy
Giorgio De Vincenzi	Greg Staples	Hans Hofmann	Henri Rousseau
Giorgio Morandi	Greg Theakston	Hans Makart	Henri Sauvaire
Gisele Lagace	Grim Natwick	Hans Steinbach	Henri Villain
Giulio Rosati	Groups	Hanspeter Ziegler	Henriette Browne
Giuseppe Aureli	Grzegorz Rutkowski	Harald Naegeli	Henry Bacon
Giuseppe Signorini	Guan Zeju	Hari Tokeino	Henry Burden
Glen Angus	Guerrilla Girls	Harmony Korine	Henry d'Estienne
Glen Baxter	Guillermo Mordillo	Haro Aso	Henry G. Higginbotham
Glen Keane	Gülsün Karamustafa	Harold H. Piffard	Henry Hate
Glen Murakami	Gunther Gerzso	Harold McNeill	Henry Higginbotham
Glen Orbik	Gustav Bauernfeind	Harold Rudolf Foster	Henry Jones Thaddeus
Glenn Chadbourne	Gustav Klimt	Harold Sakuishi	Henry Moore
Glenn Fabry	Gustav Pope	Harold Tamblyn-Watts	Henry Ossawa Tanner
Glenn Jones	Gustave Boulanger	Harriet Powers	Henry Roderick Newman
Glenn McQueen	Gustave Courbet	Harry Fenn	Henry Selick
Gluyas Williams	Gustave de Jonghe	Harry Grant Dart	Henry Singleton
Gō Ikeyamada	Gustave Le Gray	Harry Humphrey Moore	Henry Van Der Linde
Go Nagai	Gustave Moreau	Harry J. Tuthill	Heonhwa Choe
Godefroy De Hagemann	Gustave Verbeek	Harry Shoulberg	Herbert Herbie Ryman
GodMachine	Gustave-Henri Jossot	Harry Siddons Mowbray	Herbert Hoffmann
Gonzalo Bilbao	Gustavo Mancinelli	Haruhiko Mikimoto	Herbert Johnson
Goran Josic	Gustavo Simoni	Haruichi Furudate	Hergé
Gordon A. Sheehan	Guy Aitchison	Haruka Aizawa	Hermann Zapf
Gordon Matta-Clark	Guy Denning	Haruka Fukushima	Hideaki Anno
Goseki Kojima	Guy Kopsombut	Haruko Tachiiri	Hideaki Sorachi
Gosho Aoyama	Gwendolyn Ann Magee	Harun Farocki	Hideaki Takamura
GotoP	Gyula Tornai	Haruto Umezawa	Hidefumi Kimura
Grace Hartigan	H. R. Giger	Harvey Kurtzman	Hideji Oda
Grace Neutral	H. T. Webster	Hassan Massoudy	Hidekaz Himaruya

Hideki Arai	Hiroyuki Asada	Iain McCaig	İsmet Güney
Hideki Mori	Hiroyuki Imaishi	Ian Edward Ameling	Istvan Horkay
Hideko Mizuno	Hiroyuki Kaidō	Ian Jepson	Isutoshi
Hidenori Hara	Hiroyuki Kitakubo	Ian Jones-Quartey	Italo Calvino
Hidenori Kusaka	Hiroyuki Kitazume	Ian McConville	Ittoku
Hideo Azuma	Hiroyuki Morita	Ian Miller	Ivan Aivazovsky
Hideo Yamamoto	Hiroyuki Nishimori	Ichigo Takano	Ivan Brunetti
Hideshi Hino	Hiroyuki Okiura	If magazine June 1954	Ivan Ivanov-Vano
Hidetaka Tenjin	Hiroyuki Takei	Igor Kieryluk	Ivan Kazakov
Hideyuki Yonehara	Hiroyuki Tamakoshi	Igor Krstic	Ivan Kliun
Higuchi Tachibana	Hiroyuki Utatane	Ikki Kajiwarra	Ivan Kramskoi
Hikaru Nakamura	Hisae Iwaoka	Ikuko Itoh	Ivan Shavrin
Hillary Wilson	Hisaichi Ishii	Ikuto Yamashita	Ivo Caprino
Hilma af Klint	Hisashi Eguchi	Ilene Meyer	Iwao Takamoto
Hinako Ashihara	Hisashi Hirai	Ilka Gedő	IZ the Wiz
Hinako Sugiura	Hisashi Momose	Illustranesia	Izumi Aso
Hinako Takanaga	Hisaya Nakajo	Ilse Gort	Izumi Kazuto
Hino Matsuiri	Hisayuki Toriumi	Ilse Weber	Izumi Kirihiara
Hippolyte Arnoux	Hitoshi Ashinano	Ilya Repin	Izumi Matsumoto
Hippolyte Berteaux	Hitoshi Iwaaki	Imanol Delgado Salazar	Izumi Takemoto
Hippolyte Délié	Hitoshi Okuda	Indie184	Izumi Todo
Hirano Kouta	Hitoshi Tomizawa	Indra Nugroho	Izumi Todō
Hiro Fujiwara	Hitowa	Ingen Ryuki	Izzy
Hiro Izawa	Hogre	Inio Asano	Izzy Ellis
Hiro Mashima	Holice Turnbow	Inkie	J Pavlikevitch
Hiro Suda	Hong Yan	Inkotori	J-ta Yamada
Hiro Suzuhira	Hope Larson	INO - painting	J. C. Duffy
Hiroaki Sakurai	Horace Vernet	Inoue Junichi	J. D. Frazer
Hiroaki Samura	Horacio Altuna	Intellivision	J. G. Quintel
Hirohiko Araki	Horacio Sandoval	Interton VC 4000	J. P. Targete
Hiroi Oji	Horiyoshi III	Invader - mosaic	J. R. Williams
Hirokazu Hisayuki	Horst Streckenbach	Ioan Dumitrescu	J. W. Frost
Hiroki Endo	Housui Yamazaki	Ionicus	J.D. Frazer
Hiroki Kanno	Howard David Johnson	Iou Kuroda	J.P. Targete
Hiroki Yagami	Howard Hodgkin	Ippongi Bang	Jacek Tylicki
Hirromasa Yonebayashi	Howard Lyon	Ira Humphrey	Jack Cole
Hiromu Arakawa	Howard Tayler	Irina Nordsol	Jack Davis
Hiromu Ono	Hozan Shinomaru	Iris Compiet	Jack Dunham
Hiromu Shinozuka	Huang Qishi	Ironbrush	Jack Edward Oliver
Hiroshi Aro	Huang Tingjian	Irven Spence	Jack Gaughan
Hiroshi Gamō	Hubert de Lartigue	Irvin Rodriguez	Jack Herbert
Hiroshi Hirata	Hubert Sattler	Irving Amen	Jack Kirby
Hiroshi Kanazawa	Hugh Bolton Jones	Irwin Caplan	Jack Markow
Hiroshi Ōsaka	Hugh Doak Rankin	Isaac Cruikshank	Jack Rudy
Hiroshi Sasagawa	Hugh Harman	Isaac Witkin	Jack Smith
Hiroshi Shiibashi	Hugh Jamieson	Isamu Imakake	Jack Wang
Hiroshi Takahashi	Hugleikur Dagsson	Isamu Noguchi	Jack Wei
Hiroshi Takashige	Hugo Pratt	Isao Takahata	Jacki Randall
Hiroshi Yoshida	Hyan Tran	Ishu Patel	Jackie Ormes
Hiroya Oku	HyperScan	Isidoro Marín Garés	Jackie Winsor
Hiroyuki	I. Rice Pereira	Isis	Jackson Pollock

Jacob Jacobs	James Zapata	Jean Giraud	Jermaine Rogers
Jacob Lawrence	Jamie Noguchi	Jean Metzinger	Jerry Bittle
Jacob Nourigat	Jan Nieuwenhuys	Jean Pascal Sébah	Jerry Holkins
Jacques Bredy	Jan Pinkava	Jean Pierre Targete	Jerry Scott
Jacques Majorelle	Jan Portielje	Jean Ray Laury	Jerry Tiritilli
Jacques Rivette	Jan Švankmajer	Jean Rouch	Jerry Van Amerongen
Jade Granger	Jan Zrzavý	Jean Tinguely	Jesper Ejsing
Jae Lee	Jan-Baptist Huysmans	Jean-Baptiste Corot	Jesper Myrfors
Jael	Jana Schirmer	Jean-Baptiste Monge	Jess Fink
Jaime A. Zuverza	Jane Burch Cochran	Jean-Charles Langlois	Jessica Hagy
Jaime Jones	Jane Frank	Jean-Étienne Liotard	Jessica Seamans
Jake Murray	Janet 'Rusty' Skuse	Jean-Léon Gérôme	Jhonen Vasquez
Jakob Eirich	Janet Aulisio	Jean-Luc Godard	Ji Yong
Jakob Martin Strid	Janet Catherine Berlo	Jean-Michel Basquiat	Jiachen Tao
Jakub Kasper	Janet Iwasa	Jean-Paul Riopelle	Jiaming
Jalil Rasouli	Jang Il-soon	Jean-Paul Sinibaldi	Jiang Kui
Jama Jurabaev	Janine Johnston	Jedd Chevrier	Jiang Zhuqing
James Affleck Shepherd	Jared Blando	Jef Aerosol	JiHun Lee
James Allen	Jarel Threat	Jeff Swampy Marsh	Jill Bauman
James Allen St. John	Jaromil Jireš	Jeff A. Menges	Jim Bamber
James Arnold	Jarreau Wimberly	Jeff Butler	Jim Burns
James Augustus Suydam	Jason A. Engle	Jeff Carpenter	Jim Crabtree
James Baxter	Jason Alexander Behnke	Jeff Dee	Jim Danforth
James Bernardin	Jason Banditt Adams	Jeff Easley	Jim Davis
James Brooks	Jason Chan	Jeff Kinney	Jim Dine
James C. Christensen	Jason Craig	Jeff Laubenstein	Jim Holloway
James Cochran	Jason Cruz	Jeff Miracola	Jim Hummel
James Ensor	Jason Engle	Jeff Nentrup	Jim Jinkins
James Ernest	Jason Felix	Jeff Reitz	Jim McDermott
James Fairman	Jason Jones	Jeff Remmer	Jim Murray
James Ford Murphy	Jason Kang	Jeff Simpson	Jim Nelson
James Gillray	Jason Little	Jeff Smith	Jim Pavelec
James Gurney	Jason Rainville	Jeff Soto	Jim Roslof
James Jean	Jason Turner	Jeff Stewart	Jim Smith
James Kei	Jason Van Hollander	Jeffrey R. Busch	Jim Steranko
James Kemsley	Jason Waltrip	Jeffrey Rowland	Jim Toomey
James Kochalka	Jason Wulf	Jehan Choo	Jim Unger
James Kooi	Jasper Johns	Jen Bartel	Jimmy Gownley
James L. Barry	Jasper Sandner	Jen Lee	Jin Kobayashi
James Lee Byars	Javier Charro	Jen Page	Jindřich Štyrský
James O'Barr	Jay DeFeo	Jennifer Chiaverini	Jinho Bae
James Paick	Jay Lynch	Jennifer Diane Reitz	Jinny Beyer
James Rallison	Jay Stephens	Jennifer L. Meyer	Jiří Trnka
James Robertson	Jbrock	Jennifer Law	Jiro Ando
James Rose	JDL Street Art	Jennifer Rodgers	Jiro Kuwata
James Rosenquist	Jean Arp	Jenny Hunter Groat	Jiro Matsumoto
James Ryman	Jean Barbault	Jeph Jacques	Jirō Suzuki
James Thurber	Jean Cocteau	Jeremy Enecio	Jirō Taniguchi
James Tissot	Jean Discart	Jeremy Jarvis	Jisoe – graffiti
James Wells Champney	Jean Dubuffet	Jeremy Wilson	Jo Baer
James Wong	Jean Durand	Jeremy Zag	Jo Budd

Jo Seok	John Gallagher	Jonas Mekas	Josh MacPhee
Joan Brown	John Giunta	Jonathan Kuo	Josh Thomas
Joan Cornellà	John Glashan	Jonathan Rosenberg	Joshua Alvarado
Joan Hanke-Woods	John Gleich	Jonathon Dalton	Joshua Cairos
Joan Jonas	John Griffiths	JonOne	Joshua Hagler
Joan Miró	John Halas	Jonti Picking	Joshua Howard
Joan Mitchell	John Harris	Joost Swarte	Joshua Mosley
Joan Snyder	John Holmstrom	Jordan Belson	Joshua Raphael
Joan Vizcarra	John Howe	Jorge Cham	Josu Hernaiz
Joanna Quinn	John Hoyland	Jorge Jacinto	JoWOrder
Joao Ruas	John Hubley	Jorge R. Gutierrez	Joy Ang
Joaquín Diez	John Jude Palencar	Jørgen Leth	Joy Batchelor
Joaquín Torres García	John Kovalic	José Alcázar Tejedor	Joyce J. Scott
Jock	John Kricfalusi	José Arpa y Perea	Józef Gosławski
Jodie Muir	John Lasseter	José Benlliure y Gil	JR – graffiti
Jody Lee	John Latham	José Bernal	Juan Espina y Capó
Joe Doolin	John Leech	Jose Cabrera	Juan Gris
Joe Jusko	John Lefelhocz	José Cruz Herrera	Juan Jiménez Martín
Joe Murray	John Lounsbery	Jose Etxenagusia	Juan Llimona Bruguera
Joe Oriolo	John Maler Collier	José García Ramos	Juan Luna y Novicio
Joe Slucher	John Malloy	José Gutiérrez Solana	Juan Padrón
Joe Torra	John Marin	José Jiménez Aranda	Juan Villafuerte
Joel Biske	John Matson	José María Fenollera	Jubilee
Joel Shapiro	John McCracken	José Moreno Carbonero	Judal
Joel Thomas	John Musker	José Ortega	Judson Huss
Joel-Peter Witkin	John Norment	José Segrelles Albert	Judy Horacek
Joey Comeau	John Penick	José Silbert	Juilee Pryor – murals
Joey Pang	John Picacio	José Zabala-Santos	Jules Bass
Johan Grenier	John R. Dilworth	Josef Albers	Jules Engel
Johann Bodin	John Reiner	Josef Čapek	Jules Guérin
Johann Georg Platzer	John Rivas	Josef Šíma	Jules Laurens
Johann Victor Krämer	John Rollin Tilton	Josep Arrau i Barba	Jules Lefebvre
Johannes Voss	John Romita Jr	Josep Maria Tamburini	Jules Migonney
Johji Manabe	John Schoenherr	Josep Nin i Tudó	Jules Olitski
John A. Davis	John Severin Brassell	Josep Tapiró Baró	Jules Taupin
John Abraham	John Sibbick	Joseph Austin Benwell	Julia Kaye
John Allison	John Silva	Joseph Barbera	Julia Mage'au Gray
John and Laura Lakey	John Stanko	Joseph Beuys	Julian Kok Joon Wen
John Avon	John T. Snyder	Joseph Cornell	Julie Baroh
John Berkey	John Thacker	Joseph Csaky	Julie Bell
John Bolton	John Waltrip	Joseph de La Nézière	Julie Dillon
John Byrne	John Weldon	Joseph Lindon Smith	Julie Doucet
John Callahan	John Zeleznik	Joseph Meehan	Julietta Suzuki
John Cassavetes	Johnny Hart	Joseph Nechvatal	Julio González
John Chamberlain	Jok Church	Joseph Sintès	Julio Reyna
John Cooke Bourne	Jokubas Uogintas	Joseph Stella	Julius Rolshoven
John Coulthart	Jon Foster	Joseph Wallace	Jun Hatanaka
John Di Giovanni	Jon J Muth	Joseph Weston	Jun Maeda
John Donahue	Jon Kinyon	Joseph-Félix Bouchor	Jun Mochizuki
John F. Knott	Jon Van Caneghem	Josh Hass	Jung Park
John Frederick Lewis	Jonas De Ro	Josh Kirby	JungShan

Junichi Kouchi	Karl Ludwig Libay	Kazuya Kuroda	Kenichi Yoshida
Junior Tomlin	Karl Waller	Kazuya Minekura	Kenji Tsuruta
Junji Ito	Karl-Erik Forsberg	Kazuya Tsurumaki	Kenjiro Hata
Junko Karube	Karla Ortiz	Kean Soo	Kenn Navarro
Junko Mizuno	Karlgeorg Hoefler	Keats Petree	Kenneth Anger
Junko Taguchi	Karmazid	Kee Lo	Kenneth Muse
Juri Misaki	Karuta Shiki	Kei Enue	Kenneth Noland
Justin Cornell	Kasimir Malevich	Kei Kusunoki	Kenneth Snelson
Justin Hampton	Kat Von D	Kei Toume	Kennon James
Justin Hernandez	Kate Beaton	Keiichi Arawi	Kenny Scharf
Justin Murray	Katherine Westphal	Keiichi Hara	Kenshi Hirokane
Justin Norman	Kathryn Rathke	Keiji Gotoh	Kensuke Okabayashi
Justin Roiland	Katie Allison	Keiji Hida	Kentarō Kobayashi
Justin Sweet	Katsu Aki	Keiji Nakazawa	Kentarō Miura
Justine Cruz	Katsuhiko Otomo	Keiko Nishi	Kentarō Takekuma
Justine Jones	Katsuji Matsumoto	Keiko Suenobu	Kentarō Yabuki
Justine Mara Andersen	Katsuji Morishita	Keiko Takemiya	Kentarō Yano
Justyna Gil	Katsura Hoshino	Keiko Tobe	Kenzō Masaoka
Jūzō Yamasaki	Katsushi Boda	Keiko Yamada	Keratza Vissulceva
Kaffe Fassett	Katsuya Kondō	Keinagaki	Kerby Rosanes
Kagami Yoshimizu	Katsuya Terada	Keisuke Itagaki	Kerry G. Johnson
Kaho Miyasaka	Katzen	Keitarō Arima	Kerstin Kaman
Kaida Yuji	Kawasumi	Keith Garletts	Kev Brockschmidt
Kaiji Kawaguchi	Kaworu Watashiya	Keith Haring	Kev Walker
Kaishaku	Kaws	Keith Knight	Kevin Dobler
Kaiu Shirai	Kazimir Malevich	Keith Milow	Kevin Long
Kaja Foglio	Kazimir Strzepek	Keith Parkinson	Kevin McCann
Kajetan Stefanowicz	Kazu Kibuishi	Keith Sonnier	Kevin Murphy
Kakifly	Kazue Kato	Keith Waite	Kevin Siembieda
Kami Imai	Kazuhiko Kato	Keito Koume	Kevin Wasden
Kamila Szutenberg	Kazuhiko Shimamoto	Kekai Kotaki	Kevin Woodcock
Kanao Araki	Kazuhiro Fujita	Kelly Asbury	Kevin Yee
Kaneyoshi Izumi	Kazuhiro Furuhashi	Kelly Hamilton	Khang Le
Kang Full	Kazuhiro Kiuchi	Kelly McBride	Khurram
Kang Yu	Kazuka Minami	Ken Akamatsu	Kia Asamiya
Kanoko Sakurakoji	Kazuki Akane	Ken Anderson	Kieran Yanner
Kansuke Yamamoto	Kazuki Takahashi	Ken Battefield	Kihachirō Kawamoto
Kaori Yuki	Kazuko Fujita	Ken Frank	Kim Eung-heon
Kaoru Mori	Kazuko Tadano	Ken Harris	Kim Poong
Kaoru Shintani	Kazuma Kodaka	Ken Ishikawa	Kim Prisu
Kaoru Tada	Kazumi Kazui	Ken Jacobs	Kim Prisu Nuklé-art
Kaoru Yukishiro	Kazumi Yamashita	Ken Kelly	Kim Saigh
Karel Appel	Kazune Kawahara	Ken Kimmelman	Kim Sokol
Karel Ooms	Kazuo Kamimura	Ken Meyer	Kimiko Uehara
Karel Thole	Kazuo Koike	Ken Nagle	Kimio Yabuki
Karel Zeman	Kazuo Komatsubara	Ken Pyne	Kimio Yanagisawa
Karen Hampton	Kazuo Umezu	Ken Sugimori	Kimonas Theodossiou
Kari Christensen	Kazurou Inoue	Ken'ichi Sakemi	King Robbo
Kari Johnson	Kazusa Takashima	Kendi Oiwa	Kinuko Y. Craft
Karin Suzuragi	Kazushi Hagiwara	Kenichi Muraeda	Kipling West
Karl Kopinski	Kazuto Nakazawa	Kenichi Sonoda	Kira Inugami

Kiriko Nananan	Kou Yaginuma	Lauren Faust	Lillian Friedman
Kiritada	Kouta Hirano	Lauren YS	Lily Hoshino
Kirk Jarvinen	Kouyu Shurei	Lawrence Alma-Tadema	Lin Fengmian
Kirsten Zirngibl	Koyoharu Gotouge	Lawrence Daws	Lin Yan
Kisung Koh	Kozue Amano	Lawrence Snelly	Linda Diane Bennett
Kitarō Kōsaka	Kris Straub	Lea Hernandez	Linda Jenkins
Kiyochika Kobayashi	Kris Wilson	Leanna Crossan	Linda MacDonald
Kiyohiko Azuma	Kristen Bishop	Lee Brown Coye	Lindsey Look
Kiyokazu Chiba	Kristina Collantes	Lee Jong-beom	Lisa Hanawalt
Kiyoko Arai	Ku Xueming	Lee Krasner	Liu Gongquan
Kiyoshi Sakai	Kuang Sheng	Lee Moyer	Liu Jianjian
Klark Kent	Kukka	Lee Sheppard	Liu Shangying
Kliment Red'ko	Kumiko Takahashi	Lee Unkrich	Liubov Popova
KNIO	Kunihiko Tanaka	Lee W. Stanley	Lius Lasahido
Knitta Please	Kunio Hagio	Leesha Hannigan	Livia Prima
Know Hope	Kunio Kato	Lefred Thouron	Liz Danforth
Knox Martin	Kuno Veeber	Leif Jones	Liz Greenfield
Kō Kojima	Kurt Kren	Leigh Dragoon	Liz LaManche
kocore	Kurt Schwitters	Leigh Rubin	Lloyd J. Reynolds
Koge-Donbo	Kuvshinov Ilya	Leiji Matsumoto	Lloyd Vaughan
Koharu Sakuraba	Kyle Baker	Leiko Ikemura	Lockwood de Forest
Kōhei Horikoshi	Kyle Balda	Len Lye	Logan Hicks
Koichi Chigira	Kylie InGold	Leo and Diane Dillon	Lokesh Verma
Koichi Tokita	Kyoko Ariyoshi	Leo Zulueta	Lorenzo Lanfranconi
Koichirō Hoshino	Kyoko Mizuki	Léon Bakst	Lorenzo Mastroianni
Kōichirō Yasunaga	Kyoko Okazaki	Léon Belly	Lorin Morgan-Richards
Koji	Kyosuke Usuta	Léon Carré	Los Bros Hernandez
Koji Aihara	Kyousuke Motomi	Léon Cauvy	Lotte Reiniger
Koji Inada	Kyra E. Hicks	Leon Cogniet	Lou Darvas
Kōji Kiriyaama	Kyung-hee Hong	Leon Dabo	Lou Harrison
Kōji Kumeta	L600	Léon François Comerre	Louella Pettway
Kōji Morimoto	La Mano/Nami	Léon Herbo	Louis Comfort Tiffany
Kōji Nishino	Lack	Leonard Glasser	Louis Madarasz
Kōji Seo	Ladislav Starevich	Leonardo Santanna	Louis Michel Bernard
Kōji Takahashi	Lady Aiko	Leopold Carl Müller	Louis Molloy
Kōji Yamamura	Lady Pink	Léopold Survage	Louis Randavel
Konix Multisystem	Lake Hurwitz	Les Clark	Louis Schanker
Konoe Nobutada	Lalla Essaydi	Les Edwards	Louis-Anselme Longa
Konrad Mägi	lariennechan	Les Lumsdon	Louise Bourgeois
Konstantin Bronzit	Larry Bell	Les Tanner	Louise Nevelson
Konstantin Korovin	Larry Dixon	Leslie Mah	Lovis Corinth
Konstantin Makovsky	Larry Elmore	Lev Boure	Lubov
Konstantin Porubov	Larry Feign	Levi Parker	Luca Zontini
Koshi Rikdo	Larry Gonick	Li Tie	Lucamaleonte
Kōsuke Fujishima	Larry Huber	Li Wang	Lucas Graciano
Kōsuke Masuda	Larry MacDougall	Li Xiaohua	Lucas Staniec
Kota Nakatsubo	Larry Poons	Li Youliang	Lucian Freud
Kotakan	Larry Zox	Li Yousong	Lucien Whiting Powell
Kotobuki Shiriagari	Lars Grant-West	Liam Sharp	Lucio Parrillo
Kotomi Aoki	Lars von Trier	Lie Setiawan	Lucio Tafuri
Kou Fumizuki	László Moholy-Nagy	Liiga Smilshkalne	Lucy Meaden

Ludovico Marchetti	Makoto Kobayashi	Maria Abagnale	Mark Tobey
Ludwig Blum	Makoto Niwano	María José Cristerna	Mark Winters
Ludwig Deutsch	Makoto Raiku	Maria Martinetti	Mark Zug
Ludwig Hans Fischer	Makoto Shinkai	Maria Poliakova	Marsha Rivera
Luigi Acquarone	Makoto Tateno	Maria Zolotukhina	Marshall Arisman
Luigi Mayer	Makoto Yukimura	Mariano Baquero	Marta Leydy
Luigi Premazzi	Malcolm McGookin	Mariano Bertuchi	Marta Nael
Luigi Serafini	Mamoru Hosoda	Mariano Fortuny	Martha Jane Pettway
Luis Anglada Pinto	Mamoru Nagano	Marie Lucas Robiquet	Marthe Jonkers
Luis Buñuel	Mamoru Oshii	Marie Magny	Martin Ansin
Luis Molinari	Man Ray	Marie Rouffet	Martin Handford
Luis Ricardo Falero	Mana Neyestani	Marie Webster	Martin Kocisek
Luis Royo	Manavu Kashimoto	Marija Tiurina	Martin McKenna
Lukas Litzsinger	Manfred Kohrs	Mariko Iwadate	Martin Perscheid
Luke Cornish	Manick Sorcar	Marilyn I. Walker	Martin Puryear
Lushsux	Manjul	Marimo Ragawa	Martin Rowson
Lyle Tuttle	Mann Izawa	Marino Marini	Martina Fackova
Lyman Dally	Manny Gould	Mario Merz	Martina Pilcerova
Lynn Johnston	Manolo Millares	Mario Miranda	Martiros Saryan
Lynn Okamoto	Manu Farrarons	Marius Bauer	Mary Cagle
Lynne Naylor	Manuel Benedito	Marius de Buzon	Mary Cassatt
Lyonel Feininger	Manuel García Ferré	Marius Hubert-Robert	Mary Ellen Hopkins
M. C. Escher	Manuel Neri	Mariza Dias Costa	Mary Jane Haake
M. Chat	Manuel Ramírez Ibáñez	Mark A. Nelson	Mary Jordan
M. W. Kaluta	Manuel Rendón	Mark Andrews	Mary Josberger
M.C. Escher	Manuel Rivera	Mark Behm	Mary L. Bennett
Mab Graves	Marc Chagall	Mark Beyer	Mary Lee Bendolph
Machiko Hasegawa	Marc Davis	Mark Bodé	Masaaki Ōsumi
Machiko Satonaka	Marc Fishman	Mark Brill	Masaaki Yuasa
Maciej Kuciara	Marc Hansen	Mark Burrier	Masahiko Nakahira
Maciej Rebisz	Marc Simonetti	Mark Dindal	Masahiro Anbe
Macoto Tezuka	Marc Vaux	Mark Evans	Masahito Soda
Mad Peck	Marcel Broodthaers	Mark Hall	Masakazu Katsura
MadC	Marcel Duchamp	Mark Harrison	Masakazu Yamaguchi
Maddie Julyk	Marcel Vicaire	Mark Heggen	Masaki Kajishima
Madeline Davis	Marcela Medeiros	Mark Hyzer	Masako Watanabe
Madison Mosley	Marcelo Vignali	Mark Jenkins	Masami Kurumada
Mads Ahm	Marcin Tomalak	Mark L. Gottlieb	Masami Ōbari
Maekawa Yuichi	Marco de Gregorio	Mark Mahoney	Masami Tsuda
Magali Villeneuve	Marco Nelor	Mark Marderosian	Masami Yuki
Magane Okuda	Marco Teixeira	Mark Nelson	Masamune Shirow
Magdalena Abakanowicz	Marcos Magalhães	Mark O'Hare	Masanori Morita
Magnavox Odyssey 2	Marcus Waterman	Mark Poole	Masao Maruyama
Maguro Fujita	Marek Skrobecki	Mark Price	Masaomi Kanzaki
Mahiro Maeda	Margaret Brundage	Mark Purvis	Masaru Kitao
Maiko Aoji	Margaret Kilgallen	Mark Riddick	Masashi Ando
Maiko Yoshizawa	Margaret Organ-Kean	Mark Romanoski	Masashi Asaki
Maki Kazumi	Margaret Wood	Mark Rosewater	Masashi Kishimoto
Maki Minami	Marguerite Allar	Mark Rothko	Masashi Kudo
Maki Murakami	Marguerite Delorme	Mark Smylie	Masashi Tanaka
Makoto Isshiki	Mari Ozawa	Mark Tedin	Masashi Ueda

Masato Ichishiki	Max Gilardi	Michael Heizer	Mike Lynch
Masatoshi Kawahara	Max McCall	Michael J. Deas	Mike Mignola
Masaya Tokuhira	Max Moreau	Michael James	Mike Nawrocki
Masayuki Kojima	Max Rabes	Michael Kaluta	Mike Peters
Masayuki Sakoi	Max Schödl	Michael Kirby	Mike Ploog
Massimiliano Frezzato	Max Slevogt	Michael Koelsch	Mike Raabe
Massimo d'Azeglio	Maxime Du Camp	Michael Komarck	Mike Reiss
massstar	Maxwell Atoms	Michael Lah	Mike Riley
Masuda Mikio	Maxx Marshall	Michael Leunig	Mike Sass
Mateus Manhanini	Maya Deren	Michael Lopp	Mike Scully
Mathias Kollros	Maya Hayuk	Michael Phillippi	Mike Uziel
Mathieu Barathier	Maya Koikeda	Michael Please	Mikhail Belaevisky
Matsuri Akino	Mayu Sakai	Michael Poe	Miki Aihara
Matsuri Hino	Mayu Shinjo	Michael Ryan	Miki Hayasaka
Matt Cavotta	Mayumi Azuma	Michael Snow	Miki Tori
Matt Dixon	Mayumi Muroyama	Michael Sutfin	Miki Yoshikawa
Matt Fox	McLean Kendree	Michael Walsh	Mikio Igarashi
Matt Gaser	Mear One	Michael Weaver	Mikiyo Tsuda
Matt Groening	Meek	Michael Whelan	Mikuláš Medek
Matt Jefferies	Megumi Kadonosono	Michael William Kaluta	Mila Pesic
Matt Melvin	Megumi Mizusawa	Michaela Pavlátová	Milagros Correch
Matt Percival	Megumi Tachikawa	Michal Kalisz	Miles Johnston
Matt Smith	Megumu Okada	Michal Lisowski	Miles Teves
Matt Stawicki	Meimu	Michel Bouchaud	Milk Morinaga
Matt Stewart	Meiriri Vega	Michel Granger	Milk Morizono
Matt Stikker	Mel Lazarus	Michel Ocelot	Milt Kahl
Matt Stone	Melanie Gillman	Michele Cortegiani	Milton Avery
Matt Tabak	Melanie Stimmell	Michele Felice Cornè	Milton Caniff
Matt Thompson	Melissa A. Benson	Michele Giorgi	Milton Knight
Matt Warren	Melissa DeTora	Michele Parisi	Mimi Dietrich
Matteo Bassini	Mell Lazarus	Michi Himeno	Min Ayahana
Matthew Barney	Mell Lazarus. Momma	Michiharu Kusunoki	Min Yum
Matthew D. Wilson	Melvyn Grant	Michiyo Akaishi	Minami Ozaki
Matthew G. Lewis	Memorex VIS	Michiyo Yasuda	Mine Yoshizaki
Matthew Gregory	Meris Mullaley	Mick Takeuchi	Mineko Ohkami
Matthew Mitchell	Mi Fu	Midorikawa Tsuyoshi	Minene Sakurano
Matthew O'Callaghan	Mi Guangjiang	Miguel Coimbra	Minna Sundberg
Matthew Stawicki	Mia Ikumi	Miguel Mercado	Mino Argento
Maud Wagner	Miao Aili	Miho Midorikawa	Minori Kimura
Maurice Adrey	Micah Epstein	Miho Obana	Minoru Furuya
Maurice Bismouth	Micha Huigen	Mihona Fujii	Minttu Hynninen
Maurice Boitel	Michael Böhme	Mika Kawamura	Mir Ali Tabrizi
Maurice Bompard	Michael Bruinsma	Mike Bierek	Mir Emad Hassani
Maurice de Vlaminck	Michael Buonauro	Mike Burns	Miranda Meeks
Mauricio Calle	Michael C. Hayes	Mike Demaine	Mireille Mialhe
Mauricio de Sousa	Michael Cummings	Mike Dringenberg	Miriam Nathan-Roberts
Max Beckmann	Michael Danza	Mike Jordana	Miryam Lumpini
Max Cannon	Michael Dudok de Wit	Mike Judge	Misako Takashima
Max Crivello	Michael Goldberg	Mike Kerr	Mischa Richter
Max Ernst	Michael H. Payne	Mike Kimble	Mishkín-Qalam
Max Fleischer	Michael Hague	Mike Kraulik	Miss Tic

Miss Van – graffiti	Morris	Naoshi Komi	Nick Bartoletti
Miss.Tic – stencil	Morris Louis	Naoyuki Kageyama	Nick Downes
Mister Cartoon	Mort Drucker	Naoyuki Kato	Nick Hilligoss
Mitch Clem	Mort Walker	Narayan Debnath	Nick Park
Mitch Cotie	Morteza Katouzian	Narcisse Berchère	Nick Percival
Mitchell Malloy	Moto Hagio	Nari Kusakawa	Nick Southam
Mitsuaki Sagiri	Moto Kikaku	Narumi Kakinouchi	Nick Walker
Mitsuba Takanashi	Motoei Shinzawa	Nashimanga	Nico Delort
Mitsue Aoki	Motofumi Kobayashi	Natalia Goncharova	Nicola Forcella
Mitsukazu Mihara	Motohiro Katou	Natalie d'Arbeloff	Nicola Leonard
Mitsumayo	Motoka Murakami	Natalie Riess	Nicolas de Stael
Mitsuo Hashimoto	Motosuke Takahashi	Natalie Turner	Nicolas Sicard
Mitsuo Iso	Moyoco Anno	Nataly Anderson	Nicole Hollander
Mitsuru Adachi	Mr. Brainwash	Natalya Milashevich	Nicole Skeltys
Mitsuru Hattori	MSCHF	Nathalie Hertz	Niels Simonsen
Mitsuru Miura	Muelle	Nathan Altman	Nigar Nazar
Mitsuru Sugaya	Muhammad Firdaus	Nathan Ian Greene	Niki de Saint Phalle
Mitsuteru Yokoyama	Muneyuki Kaneshiro	Nathan Oliveira	Nikiforos Lytras
Mitsutoshi Furuya	Murad Subay	Nathaniel Dorsky	Nikko Hurtado
Mitsutoshi Shimabukuro	Murasaki Yamada	Natsuki Sumeragi	Niko Barun
Mitsuyo Seo	Murphy Anderson	Natsuki Takaya	Niko Pirosmanishvili
Mitsuyoshi Sonoda	Murray Ball	Natsume Ono	Nikolay Karazin
Mitsuyuki Masuhara	Murray Olderman	Natsumi Ando	Nikole Lowe
Miwa Ueda	Mutsumi Inomata	Natsumi Itsuki	Nikos Nikolaidis
Miyako Maki	Mutsumi Sasaki	Natsumi Mukai	Nils Hamm
Miyuki Kitagawa	My Vision	Naum Gabo	Nina Genke-Meller
Miyuki Kobayashi	Myra Brodsky	Neck Face	Nina Matsumoto
Mizuho Aimoto	N.C. Winters	Ned Dameron	Nina Paley
Mizuki Kawashita	Nablange	NedRa Bonds	Nintendo 64
Mizuo Shinonome	Nadezhda Udaltsova	Neil Gaiman	Nintendo 64DD
Mo Willems	Nadir Afonso	Neil Harbisson	Nintendo GameCube
Mochiru Hoshisato	Nagano	Neil Lonsdale	Nintendo Switch
Mogura Anagura	Nakaba Suzuki	Neith Nevelson	Noah Bradley
Mohammed Racim	Nam June Paik	Nekojiru	Noboru Ishiguro
Mohiro Kitoh	Nami Akimoto	Nellie Mae Abrams	Noboru Kawasaki
Mokona	Namuchi Takumi	Nelson Brown	Noboru Rokuda
Mollie Harms	Nana Haruta	Nelson DeCastro	Nobuaki Minegishi
Molly Kiely	Nanae Chrono	Nemea	Nobuhiro Watsuki
Molly Ostertag	Nanae Haruno	Neo-Geo AES	Noburō Ōfuji
Molly Upton	Nanase Ohkawa	Neo-Geo CD[e]	Nobuteru Yūki
Momoko Sakura	Nancy Crow	NES/Family Computer	Nobuyuki Anzai
Mona Hatoum	Nancy Graves	(Famicom)	Nobuyuki Fukumoto
Monique Thirifay	Nanpei Yamada	Nestor Ossandon Leal	Nobuyuki Takagi
Monte Michael Moore	Nao Yazawa	NEVERCREW	Noelle Stevenson
Monty Oum	Naochika Morishita	Newton Ewell	Noizi Ito
Monty Wedd	Naohisa Inoue	Nic Klein	Norbert Bitner
Monztre	Naoki Urasawa	Nicholas Elias	Norifusa Mita
Morio Asaka	Naoki Yamamoto	Nicholas Gregory	Norihiro Yagi
Morishige	Naoko Takeuchi	Nicholas Gurewitch	Norikatsu Miyoshi
Morley	Naomi Baker	Nicholas Krushenick	Norio Shioyama
Morrie Turner	Naoshi Arakawa	Nicholas Roerich	Noriyoshi Ohrai

Norm Feuti	Otto Messmer	Paul Emil Jacobs	Peter Browngardt
Norman Bluhm	Otto Muehl	Paul Feeley	Peter Chung
Norman Carlberg	Otto Pilny	Paul Fierlinger	Peter Elson
Norman McCabe	Ouyang Xun	Paul Gauguin	Peter Hannan
Norman McLaren	Ovidio Cartagena	Paul Germain	Peter Hutton
Norman Rockwell	Øystein Runde	Paul Gilligan	Peter Lloyd
Nottsuo	Pablo Gargallo	Paul Grimault	Peter Lord
Noureddin Zarrinkelk	Pablo Mendoza	Paul Insect	Peter Mohrbacher
Nsumi	Pablo Picasso	Paul Jackson	Peter Polach
NUG – graffiti	Pablo Segarra Chias	Paul Jaquays	Peter Reginato
Nuon	Pablo Serrano	Paul Klee	Peter Sohn
Odette Bruneau	Paja Jovanović	Paul Lee	Péter Vác
Odoardo Toscani	Pál Böhm	Paul Leroy	Peter Weibel
Ogden Nash	Pál Fried	Paul Louis Bouchard	Peter Young
Oh Seong-dae	Palladium Tele-Cassetten	Paul Palnik	Peyo
Okama	Game	Paul Pascal	Phantom
Olan Rogers	Panasonic M2	Paul Poiret	Phil Andros
Olek	Pantaleon Szyndler	Paul Sain	Phil DeLara
Oleksandr Kozachenko	Paolino Pavesi-Bulbi	Paul Scott Canavan	Phil Foglio
Olena Richards	Paolo Parente	Paul Signac	Phil Lord
Olga Rozanova	Paolo Puggioni	Paul Tavernier	Phil Monroe
Oliver Postgate	Paolo Veronese	Paul Thek	Phil Mulloy
Olivier Bernard	Pascal Sébah	Paul Tibbitt	Phil Ortiz
Ollie Johnston	Pat Blair	Paul Timman	Phil Roman
Omar Rayyan	Pat Lee	Paul Wenzel	Phil Solomon
Ono no Michikaze	Pat Lewis	Paul-Albert Girard	Phil Stone
Onoe Saishu	Pat Morrissey	Pauline Baynes	Phil Vischer
Onofrio Catacchio	Pat Sullivan	Pauline Voss	Philip Guston
Oona Tully	Patricia Turner	Pavel 183 – graffiti	Philip Straub
Opie Ortiz	Patrick Bokanowski	Pavel Filonov	Philippe Druillet
Oriana Menendez	Patrick Chappatte	Pavel Kuznetsov	Philippe Grandieux
Os Gemeos – graffiti	Patrick Faricy	Pavlos Prosalentis	Philippe Pavy
Osa Seven – graffiti	Patrick Farley	PC Engine/TurboGrafx-16	Phill Simmer
Osamu Akimoto	Patrick Hennessy	PC Engine2/SuperGrafx	Phlegm
Osamu Dezaki	Patrick Heron	PC-FX	Phyllis Barnhart
Osamu Ishiwata	Patrick Ho	Peach-Pit	Picno
Osamu Kobayashi	Patrick J. Jones	Pecolia Warner	Pier Paolo Pasolini
Osamu Tezuka	Patrick Kochakji	Pedro Potier	Piero Manzoni
Oscar Berger	Patrick Kuhlman	Pedro Roig Asuar	Pierre Alechinsky
Oskar Fischinger	Patrick McDonnell	Peggie Hartwell	Pierre Andrieu
Oskar Kokoschka	Patrick Swift	Pendleton Ward	Pierre Bonnard
Oskar Schlemmer	Patrick Woodroffe	Pénélope Bagieu	Pierre Henri Vaillant
Osman Hamdi Bey	Patryck de Froidmont	Periklis Tsirigotis	Pierre Outin
Osman Waqialla	Paul Alexander	Petar Gligorovski	Pierre Trémaux
Oswaldo Cavandoli	Paul Bonner	Pete Alvarado	Pierre Valade
Oswaldo Guayasamín	Paul Booth	Pete Burness	Pierre-Auguste Renoir
Oswaldo Viteri	Paul Cadmus	Pete Michels	Piet Mondrian
Otaku sn	Paul Cézanne	Pete Venters	Pietro Bello
Ōten Shimokawa	Paul Chadwick	Pete White	Pietro Gabrini
Otto Dix	Paul Driessen	Peter Andrew Jones	Pig Hands
Otto Eppers	Paul Élie Dubois	Peter Bollinger	PINDURSKI

Pink Hanamori	Raf Sarmento	Rebecca Sugar	Richard Rich
Pioneer LaserActive	Rafael Albuquerque	Rebekah Lynn	Richard Sardinha
Piotr Dumala	Rafael Garres	Red Grooms	Richard Serra
Piotr Dura	Rafael Garzón	Reg Bunn	Richard Thomas
Piotr Foksowicz	Rafael Romero Barros	Regina Pessoa	Richard Thompson
Plastic Jesus	Rafael Senet Pérez	Reginald Ben Davis	Richard Tuttle
Platt Rogers Spencer	Rafal Wechterowicz	Rei Hiroe	Richard Wentworth
Playdia	Raina Telgemeier	Rei Mikamoto	Richard Whitters
PlayStation 2	Raita Kazama	Reiji Yamada	Richard Williams
PlayStation 3	Rakuten Kitazawa	Reiko Murakami	Richard Wright
PlayStation 4	Ralph Albert Blakelock	Reiko Okano	Rick Emond
PlayStation 5	Ralph Bakshi	Reiko Okuyama	Rick Farrell
Pøbel	Ralph Eggleston	Reiko Shimizu	Rick Kirkman
Pøbel – graffiti	Ralph Horsley	Reiko Terashima	Rick Law
Poison Project	Ralph Hotere	Reine Hibiki	Rick O'Brien
Polly Bennett	Ralph McQuarrie	Reivaille	Rick Sternbach
Pompeo Mariani	Ralph Steadman	Remedios Varo	Rie Takada
Pon Lee	Ralph Stein	René Iché	Rien.
Poster Boy	Ralph Waddell Douglass	René Laloux	Riichi Ueshiba
Posterchild	Ram Mohan	Rene Magritte	Riichiro Inagaki
Posy Simmonds	Rammellzee	René Magritte	Rik Kemp
Power Paola	Ramón Martí i Alsina	René Pellos	Rikdo Koshi
Pran Kumar Sharma	Ramon Torrents	René Thomsen	Riko Miyagi
Preston Blair	Randall Munroe	Renée Tourniol	Riku Sanjo
Priit Pärn	Randis Albion	Ressam Kamil Aslanger	Rin Saitō
Priz-one	Rando Ayamine	Retna	Rin Shin
Prosper Barbot	Randy Asplund-Faith	Retsu Tateo	Rindo Karasuba
Prosper Marilhat	Randy Elliott	Revs	Rinko Ueda
Przemysław Truściński	Randy Gallegos	Reyyan Somuncuoğlu	Rino Fujii
Puddnhead	Randy Post	Reza Abbasi	Rintaro
PV-1000	Randy Vargas	Reza Rioter – graffiti	Rio Krisma
Pyuuta Jr.	Range Murata	Rhie Won-bok	Riot Games
Q Hayashida	Raoul Dufy	Rian Gonzales	Risa Ito
Qi Baocheng	Raoul Hausmann	Rica Takashima	rishxxv
Qiao Dafu	Raoul Vitale	Rich Burlew	Risu Akizuki
Qin Jun	Raphael Bob-Waksberg	Rich Simmons	Riyoko Ikeda
Qiu De En	Raphael Kirchner	Richard Bassford	Rize Shinba
Qu Leilei	Raven Mimura	Richard Clague	rk post
Qu Xin	Ravenna Tran	Richard Condie	ROA – graffiti
Quan Xuejun	Ravi Shankar	Richard Corben	Rob Alexander
Quino	Ray Harryhausen	Richard Dadd	Rob Balder
Quintana Olleras	Ray Johnson	Richard Decker	Rob Lazzaretti[10]
Quinton Hoover	Ray Lago	Richard Diebenkorn	Rob Minkoff
Quirino Cristiani	Ray Parker	Richard Gething	Rob Renzetti
R K Laxman	Ray Patterson	Richard Hambleton	Robbie Conal
R. K. Milholland	Raymond Swanland	Richard Hamilton	Robbie Trevino
Rachel Nabors	Razem Art	Richard Kane Ferguson	Robert Alvarez
Rachel Turian	RCA Studio II	Richard Lippold	Robert Bliss
Rachel Whiteread	RDI Halcyon	Richard Luong	Robert Crumb
Rachell Kopsa	Rebecca Guay	Richard M. Powers	Robert Del Naja
Radka Donnell	Rebecca On	Richard Pousette-Dart	Robert Delaunay

Robert Goodnough	Ron Miller	Ryo Azumi	Sampsa – graffiti
Robert Haas	Ron Spears	Ryo Ikuemi	Samuel Araya
Robert Indiana	Ron Spencer	Ryo Ramiya	Samuel Colman
Robert J Schuster	Ron Walotsky	Ryo Sasaki	Samuel O'Reilly
Robert James Rallison	Ronald Bladen	Ryo Takamisaki	Sanami Matoh
Robert Leighton	Ronald Davis	Ryoichi Ikegami	Sandra Everingham
Robert Leon Demachy	Ronald Michaud	Ryoji Minagawa	Sandro Corsaro
Robert Lue	Ronald Searle	Ryoki Kamitsubo	Sandy Bonsib
Robert Mangold	Ronnie Landfield	Ryoko Yamagishi	Sandy Carruthers
Robert Mapplethorpe	Rosana Sullivan	Ryosuke Tei	Sane Smith
Robert McCall	Rosie Lee Tompkins	Ryota Murayama	Sanjay Patel
Robert McKimson	Rosina Lippi	Ryota-H	Sanki King
Robert Morris	Ross O'Donovan	Ryu Fujisaki	Sanpei Shirato
Robert Motherwell	Ross Tran	Ryūhei Tamura	Sansyu
Robert Rauschenberg	Rosto	Ryuji Masuda	Santa Inoue
Robert Ryman	Rovina Cai	Ryusuke Hamamoto	Santiago Rusiñol
Robert Smithson	Rowena Morrill	Ryūsuke Mita	Santiago Sierra
Robert Swain Gifford	Roy Krenkel	Ryūtarō Nakamura	Saori Oguri
Robert Talbot Kelly	Roy Lichtenstein	S. Clay Wilson	Saowee
Robert W. Edgren	Roy Nelson	S. Jithesh	Sara Winters
Roberto Matta	Roy Newell	Saber	Sarah Andersen
Roberto Raimondi	Roy Raymonde	Sabo	Sarah E. Meyer
Roberto Raviola	Royal Dog	Sachiko Kamimura	Sarah Finnigan
Robh Ruppel	Roz Chast	Sailor Jerry	Sarah Keortge
Robico	Rube Goldberg	Saki Hiwatari	Sarah Mary Taylor
Robin Olausson	Rubens Santoro	Sakura Asagi	Sarkis Diranian
Robin Wood	Rudolf Ernst	Sakura Kinoshita	Sasucchi95
Robot Chicken	Rudolf Franz Lehnert	Sakura Tomo	Satellaview
Robyn E. Kenealy	Rudolf Ising	Sakura Tsukuba	Satomi Ikezawa
Rod Filbrandt	Rudolf Koch	Sal Villagran	Satoshi Dezaki
Rod Scribner	Rudolf Schwarzkogler	Sally Cruikshank	Satoshi Kon
Rodney Carswell	Rudolf Swoboda	Sally Sheinman	Satoshi Shiki
Rodney Caston	Rudolf Weisse	Salomon Taib	Satoshi Urushihara
Rodney Matthews	Rudolph Belarski	Salvador Dali	Satoshi Yamamoto
Rodolfo Amoedo	Rudy Siswanto	Salvador Dalí	Satsuki Igarashi
Roger Allers	Rumiko Takahashi	Salvatore Valeri	Satyajit Ray
Roger Bezombes	Rupert Besley	Sam Brown	Saul Steinberg
Roger Dean	Russ Nicholson	Sam Burley	Sayuri Ichiishi
Roger Fenton	Russell Johnson	Sam Fell	Scape Martinez
Roger Kemp	Ruth Thompson	Sam Francis	Scott Adams
Roger Loveless	Ruxing Gao	Sam Gilliam	Scott Altmann
Roger Raupp	Ryan Alexander Lee	Sam Gross	Scott Bailey
Roman Kuteynikov	Ryan Ashley Malarkey	Sam Guay	Scott Balmer
Romana Kendelic	Ryan Barger	Sam McKenzie	Scott Buoncristiano
Romare Bearden	Ryan North	Sam Rowan	Scott Chou
Romas Kukalis	Ryan Pancoast	Sam Stoddard	Scott Fischer
Romiy	Ryan Printz	Sam White	Scott Hampton
Ron Brown	Ryan Quincy	Sam Wolfe Connelly	Scott Johnson
Ron Chironna	Ryan Sohmer	Sam Wood	Scott Kirschner
Ron Clements	Ryan Yee	Sami Makkonen	Scott Kurtz
Ron Lemen	Ryanroro	SAMO	Scott M. Fischer

Scott McCloud	Sheila Waters	Shūji Terayama	Stanley Kubrick
Scott Meyer	Shekhar Gurera	Shukō Murase	Stanley Matthew Mitruk
Scott Murphy	Shel Silverstein	Shungicu Uchida	Stanton Feng
Scott Van Essen	Shelby Robertson	Shungiku Nakamura	Stay High 149
Scott Williams	Shelly Wan	Shunji Enomoto	Stefano Ussi
Sean Martin	Shen Yinmo	Shusei Nagaoka	Sten Lex
Sean Mayovsky	Shepard Fairey	Sickboy	Sten Lex – stencil
Sean McConnell	Sheree Bradford-Lea	Sid Check	Stepan Alekseev
Sean Murray	SHG Black Point	Sid Sutherland	Stephan Martiniere
Sean Sevestre	Shida – murals	Sidewalk Sam	Stephan Martinière
Seb McKinnon	Shie Nanahara	Sidharth Chaturvedi	Stephan Pastis
Sebastian Giacobino	Shigeru Mizuki	Sidney Harris	Stephan Sedlacek
Seen	Shigeru Sugiura	Signe Baumane	Stephanie Law
Sega 32X	Shigeru Tamura	Simeon Solomon	Stephanie Mitchell
Sega CD/Mega CD	Shiho Sugiura	Simon Agopyan	Stephanie Pui-Mun Law
Sega Genesis/Mega Drive	Shimoku Kio	Simon Bisley	Stephanie Rond
Sega Mark III/Sega Master System	Shimpei Itoh	Simon Dominic	Stephen Bentley
Sega Pico	Shin Takahashi	Simon Otto	Stephen Bradbury
Sega Saturn	Shinbo Nomura	Simon Stålenhag	Stephen Daniele
Sega SG-1000	Shinchuen Chen	Simon Wells	Stephen Fabian
Segundo de Chomón	Shingai Tanaka	Siné	Stephen Greene
Seiji Matsuyama	Shingo Araki	Sion Sono	Stephen Hickman
Seimu Yoshizaki	Shingo Nanami	Sir David Wilkie	Stephen Hillenburg
Seishi Kishimoto	Shinichiro Watanabe	Sir John Lavery	Stephen L. Walsh
Seizō Watase	Shinichirō Watanabe	SJK 171	Stephen Powers
Şeker Ahmed Pasha	Shinji Higuchi	Skullphone	Stephen Tappin
Sekihiko Inui	Shinji Mizushima	Slawomir Maniak	Steve Argyle
Selena Lin	Shinji Nagashima	Smear	Steve Bell
Selma Gürbüz	Shinji Wada	Smelly	Steve Bialik
Sempé	Shinjō Itō	SNES-CD	Steve Dillon
Sergei Tretyakov	Shinobu Kaitani	So-Taro	Steve Ditko
Sergey Glushakov	Shinobu Ohtaka	Sol LeWitt	Steve Ellis
Sergio Aragonés	Shintaro Kago	Solomon Au Yeung	Steve Fiorilla
Sergio Aragonés	Shio Satō	Solomon Nikritin	Steve Firchow
Sergio S. Morán	Shiro Amano	Song Shikai	Steve Jobs
Seth	Shiro Yayoi	Sonia Delaunay	Steve Luke
Seth Conley	Shirow Miwa	Sony PlayStation	Steve Oedekerk
Seth MacFarlane	Shishizaru	Sophie Labelle	Steve Prescott
Setona Mizushiro	Shizue Takanashi	Sophie Tatum LaCroix	Steve Purcell
Setsuzo Kotsuji	Shizuru Hayashiya	Soraya Syed	Steve Stiles
Shaenon K. Garrity	Shizuru Seino	Sōsuke Kaise	Steve Sunu
Shai Dahan	Sho Fumimura	Sou Nishimura	Steve White
Shamus Culhane	Shohei Harumoto	South Africa	Steven Belledin
Shang Huitong	Shoji Satō	Spike Trotman	Steven Harris
Shannon Moore	Shosuke Kurakane	Stacy Curtis	Steven Russell Black
Shannon Wright	Shotaro Ishinomori	Stan Brakhage	Steven Woloshen
Sharin Yamano	Shotsie Gorman	Stan Cross	Stik
Shaun Tan	Shreya Shetty	Stan Drake	Straub-Huillet
Shawn McManus	Shubhavi Arya	Stan Hunt	Stuart Beel
Shawn Wood	Shūhō Satō	Stan Pitt	Stuart Davis
	Shuichi Shigeno	Stanisław Chlebowski	Stuart Griffin

Studio Ghibli	Taiyo Matsumoto	Ted Key	Tim Burton
Sua Sulu'ape Paulo II	Takahiro Kimura	Ted Naifeh	Tim Gaze
Sue Ellen Brown	Takahiro Omori	Ted Slampyak	Tim Hildebrandt
Sue Reno	Takako Aonuma	Teddy Harvia	Tim Jacobus
Sue Rose	Takako Shigematsu	Teddy Newton	Tim Johnson
Suehiro Maruo	Takako Shimura	Temari Matsumoto	Tim Kirk
Sughra Rababi	Takami Akai	Temper	Tim Molloy
Sui Ishida	Takamitsu Muraoka	Tensai Okamura	Tim White
Suihō Tagawa	Takao Aoki	Terebikko	Timba Smits
Sukune Inugami	Takao Saito	Terese Nielsen	Timothy Botts
Sumanta Baruah	Takashi Hashiguchi	Terry Gilliam	Timothy Truman
Sumie Okazu	Takashi Ishii	Terry Springer	Tina Williams Brewer
Sumika Yamamoto	Takashi Iwashige	Teruo Kakuta	Tingting Yeh
Sumomo Yumeka	Takashi Nakamura	Tetsuo Hara	Tinker Brothers
Sun Guoting	Takashi Okazaki	Tetsuro Amino	Tite Kubo
Sun Nan	Takashi Shiina	Tetsuro Araki	Titus Lunter
Sunao Hari	Takashi Takeuchi	Tetsuya Chiba	Tobias Kwan
Sung Choi	Takashi Teshirogi	Tetsuya Saruwatari	Tobihachi
Super A'Can	Takashi Yanase	Tetsuya Yanagisawa	Todd John Galda
Super NES/Super Famicom	Takeaki Momose	Tex Avery	Todd Lockwood
Susan Garfield	Takehiko Inoue	The Splasher	Tohko Mizuno
Susan Hoffman	Takehiko Ito	Theo Constanté	Toivo
Susan McCord	Takeru Nagayoshi	Theo van Doesburg	Tokihiko Matsuura
Susan Rothenberg	Takeshi Honda	Theodor Hellwig	Tom Babbey
Susan Van Camp	Takeshi Koike	Théodore Chassériau	Tom Batiuk
Susumu Katsumata	Takeshi Konomi	Théodore Géricault	Tom Bertino
Susumu Matsushita	Takeshi Maekawa	Théodore Ralli	Tom Bunk
Suu Minazuki	Takeshi Obata	Theodoros Stamos	Tom Cheney
Suzanne Helmigh	Takeshi Okano	Theodoru	Tom Fleming
Suzie Templeton	TAKI 183	Therese May	Tom Friedman
Suzue Miuchi	Taku Kitazaki	Thierry Zéno	Tom Hodges
Suzuhito Yasuda	Takuya Mitsuda	Thomas Baxa	Tom Jung
Svetislav Jovanović	Talia Armato-Helle	Thomas Canty	Tom Kyffin
Svetlana Chmakova	Tamayo Akiyama	Thomas Daniell	Tom McGrath
Svetlin Velinov	Tamiki Wakaki	Thomas Denmark	Tom Ruedger
Swoon	Tan Yan Yao	Thomas Gianni	Tom Warburton
Syd Mead	Tang Xiaogu	Thomas Hart Benton	Tom Wesselmann
Sydney Adams	Tara Rueping	Thomas Ingmire	Tom Wham
Sylvain Chomet	Taro Yamamoto	Thomas Kidd	Tom Wilson
Symeon Savvidis	Tartan Check	Thomas Kinkade	Toma Feizo Gas
Tachibana Higuchi	Tatsuma Ejiri	Thomas M. Baxa	Tomas Duchek
Tada	Tatsuo Yoshida	Thomas Manning	Tomas Giorello
Tadahito Mochinaga	Tatsuya Egawa	Thomas Pendelton	Tomàs Moragas
Tadanari Okamoto	Tatsuya Hiruta	Thomas Phillips	Tomasz Jedruszek
Tadashi Agi	Tatsuya Ishida	Thomas Rowlandson	Tommy Arnold
Tadashi Kawashima	Tatyana Fazlalizadeh	Thomas Zenteno	Tomo Matsumoto
Tadeusz Ajdukiewicz	Tavar Zawacki	Thornton Willis	Tomochika Miyano
Taeko Watanabe	Taylor Ingvarsson	Thurop Van Orman	Tomohito
Taira Hara	Ted Galaday	Tianhua X	Tomokazu Tokoro
Taishi Mori	Ted Geisel	Tim CON Conlon	Tomoki Kyoda
	Ted Goff	Tim Bradstreet	Tomoko Ninomiya

Tomoko Taniguchi	Tsukasa Hojo	Vasily Polenov	Virgil Ross
Tomonori Kogawa	Tsukasa Kotobuki	Vasily Smirnov	Virgilio Mattoni
Tono	Tsuneo Goda	Vasily Vereshchagin	Virginio Livraghi
Tony Conrad	Tsunomaru	Vaughn Bodé	Vito Acconci
Tony Cragg	Tsutae Yuzu	Vectrex	Vittore Carpaccio
Tony Diterlizzi	Tsutomu Adachi	Velda Newman	Vittorio Rappini
Tony DiTerlizzi	Tsutomu Kawade	Věra Chytilová	Vladimir Borovikovskiy
Tony Foti	Tsutomu Nihei	Vernon Grant	Vladimir Flórez
Tony Roberts	Tsutomu Shibayama	Veronica V. Jones	Vladimir Tatlin
Tony Smith	Tsutomu Takahashi	Vhils – bas relief	Vladimír Vašíček
Tony Szczudlo	Tsuyoshi Nakaima	Vi Szendrey	VTech CreatiVision
Tony Takezaki	Tsuyoshi Ōhashi	Vic Pratt	VTech Socrates
Tooru Fujisawa	Tuan Duong Chu	Vicco von Bülow	Vyvyn Lazonga
Toraji	TurboGrafx-CD/CD-ROM ²	Vicente López Portaña	W. B. Park
Torstein Nordstrand	Tyler Crook	Vicente March	W. Heath Robinson
Toru Miura	Tyler Jacobson	Vicente Segrelles	Waki Yamato
Tōru Shinohara	Tyler Smith	Victor Adame Minguez	Waldo Peirce
Toshiaki Iwashiro	Tyler Walpole	Victor Eeckhout	Walerian Borowczyk
Toshiaki Takayama	Tyler Wright	Victor Huguet	Walery Brochocki
Toshie Kihara	U-Jin	Victor Vasarely	Wallace Carlson
Toshihiko Kobayashi	Ub Iwerks	Victoria Poyser	Wally Wood
Toshihiro Kawamoto	UDON	Victoria Poyser[5]	Walt Disney
Toshihiro Ono	Uichi Ukumo	Victoria Roberts	Walt Kelly
Toshiki Hirano	Ulpiano Checa	Video Arcade System	Walter Gould
Toshiki Yui	Ulrich Brunin	Video Art	Walter Lantz
Toshiko Ueda	Umberto Boccioni	Video Challenger	Walter Launt Palmer
Toshinori Sogabe	Umberto Cacciarelli	Video Driver	Wan brothers
Toshio Maeda	Ume Aoki	Videopac+ G7400	Wang Chuxiong
Toshio Nobe	Una Fricker	Videosmarts	Wang Feng
Totan Kobako	Undenk	View-Master Interactive	Wang Xianzhi
Totte Mannes	Uriah Voht	Vision	Wang Xizhi
Tove and Lars Jansson	Uros Sljivic	Vija Celmins	Wang Yuqun
Towa Oshima	Ursula Vernon	Viko Menezes	Wanyan Aguda
Toyen	Usamaru Furuya	Viktor Titov	Ward Kimball
Toyoo Ashida	Usune Masatoshi	Vince Deporter	Ward Lindhout
Tracey Emin	V. G. Maunier	Vince Locke	Warren Mahy
Tran Nguyen	V.Flash	Vincent Castiglia	Warren Sattler
Trevor Claxton	V.Smile	Vincent Christiaens	Wassily Kandinsky
Trevor Hairsine	V.Smile Baby Infant	Vincent DiFate	Wataru Murayama
Trey Parker	Development System	Vincent Dutrait	Wataru Yoshizumi
Trick Jarrett	Václav Špála	Vincent Evans	Watson Heston
Tristan A. Farnon	Vadim Meller	Vincent Manago	Wayne Douglas Barlowe
Tristan Elwell	Vahan Shirvanian	Vincent Proce	Wayne England
Tristram Ellis	Val Mayerik	Vincent Stiepevich	Wayne Reynolds
Trym Torson	Val Prinsep	Vincent van Gogh	Wayne Thiebaud
Tsang Tsou Choi	Valera Lutfullina	Vincent Waller	Wayne Wu
Tsubaki Nekoi	Valerie Valusek	Vincenzo Marinelli	Wei Shuo
Tsubasa Fukuchi	van Ray	Vinod Rams	Wei Wei
Tsubasa Yamaguchi	Vance Kelly	Virgil Finlay	Wendy Froud
Tsugumi Ohba	Vance Kovacs	Virgil Franklin Partch	Wes Anderson
Tsukasa Dokite	Vardges Sureniants	Virgil Partch	Wes Archer

Wesley Burt	Wolf Vostell	Yasuko Sakata	Yoshiyuki Nishi
Whang-od	Wolfgang Laib	Yasuo Ōtsuka	Yoshiyuki Sadamoto
Whit Brachna	Wolfgang Reitherman	Yasuyuki Ueda	Yoshiyuki Tomino
Wifredo Lam	WolfSkulJack	Yaya	Yosuke Takahashi
Wii	Wolk Sheep	Yayoi Kusama	Yosuke Ueno
Wii U	Wols	Year 24 Group	You Higuri
Wilbur Dawbarn	Wooden Cyclops	Yefim Kligerman	Youka Nitta
Wilfred Jackson	Woozy	Yellow Tanabe	Youko Hanabusa
Will Eisner	WOWOW	Yenkoes	Yozaburo Kanari
Will Elder	Wylie Beckert	Yeong-Hao Han	Yu Aida
Will Vinton	Wyncie King	Yevgeniy Migunov	Yū Asagiri
Willard Leroy Metcalf	Xavier Atencio	Yigit Koroglu	Yū Koyama
Willem de Kooning	Xavier Ribeiro	Yitzhak Frenkel Frenel	Yū Minamoto
William Allan	Xavix PORT	Yohann Schepacz	Yū Terashima
William Blake	Xbox	Yoichi Amano	Yu Yagami
William Copley	Xbox 360	Yoichi Ito	Yudetamago
William Donohoe	Xbox One	Yoichi Kotabe	Yūgo Ishikawa
William Gale	Xbox Series X/S	Yoichi Takahashi	Yuhki Kamatani
William Glackens	Xi Zhang	Yoji Harada	Yuhki Takeuchi
William Hanna	Xiaobotong	Yoji Kuri	Yūji Aoki
William Haselden	XiaoDi Jin	Yoko Kamio	Yuji Horii
William Hogarth	Xin-Yu Liu	Yoko Kikuchi	Yuji Iwahara
William Holman Hunt	Xu Tan	Yoko Maki	Yuji Moriyama
William James Müller	Xu Xiaoming	Yoko Ono	Yuji Shiozaki
William Joyce	Xul Solar	Yoko Shōji	Yuji Terajima
William Kentridge	Xurban collective	Yokota Katsumi	Yuka Oka
William Lamb Picknell	Yaacov Agam	Yongjae Choi	Yuka Sakuma
William Laparra	Yamamoto Akifumi	Yoni Skolnik	Yukari Higa
William Merritt Chase	Yamato Yamamoto	Yoon Tae-ho	Yukari Ichijo
William O'Connor	Yan Li	Yoshiaki Kawajiri	Yuki Kiriga
William Rotsler	Yan Zhenqing	Yoshifumi Kondo	Yuki Kure
William Rush Dunton	Yana Toboso	Yoshiharu Tsuge	Yuki Midorikawa
William Sartain	Yang Guangmai	Yoshihide Fujiwara	Yuki Shimizu
William Simpson	Yang Hong	Yoshihiro Takahashi	Yuki Suetsugu
William Tillyer	Yang Jun Kwon	Yoshihiro Tatsumi	Yuki Tabata
William Wu	Yang Kyung-soo	Yoshihiro Togashi	Yuki Urushibara
Willian Murai	Yang Woo-suk	Yoshihiro Yonezawa	Yukie Tajima
Willie Abrams	Yangyan	Yoshikazu Yasuhiko	Yukiko Horiguchi
Willie Ito	Yantr	Yoshiki Nakamura	Yukiko Sumiyoshi
Willis O'Brien	Yaomojun	Yoshiki Takaya	Yukimaru Katsura
Willy Vandersteen	Yasu	Yoshiki Tonogai	Yukine Honami
Wincenty Trojanowski	Yasuhiro Irie	Yoshiko Jinzenji	Yukinobu Hoshino
Winckworth Allan Gay	Yasuhiro Kano	Yoshino Himori	Yukiru Sugisaki
Wini McQueen	Yasuhiro Nightow	Yoshinobu Nishizaki	Yukito Kishiro
Winona Nelson	Yasuhiro Takeda	Yoshinori Kanada	Yukiwo
Winsor McCay	Yasuhiro Yoshiura	Yoshinori Kobayashi	Yuliy Abramovich Ganf
Wisnu Tan	Yasuhito Yamamoto	Yoshinori Natsume	Yuma Ando
Wizard of Barge	Yasuichi Oshima	Yoshio Sawai	Yumeko
Wladimir Burliuk	Yasuji Mori	Yoshitaka Amano	Yumi Hotta
Wojciech Siudmak	Yasuji Murata	Yoshito Usui	Yumi Tamura
Wolf Kahn	Yasuko Aoike	Yoshitoshi ABe	Yumi Tsukirino

Yumiko Igarashi	Yutaka Tachibana	Zach Francks	Zhang Xu
Yumiko Kawahara	Yutaka Tanaka	Zach Weinersmith	Zhao Mengfu
Yumiko Ōshima	Yutori Hōjō	Zack Stella	Zhao Tan
Yun Kouga	Yuu Watase	Zak Plucinski	Zhong Hui
Yuna Kagesaki	Yuu Yabuchi	ZAM-1 – graffiti	Zina Saunders
Yuri Narushima	Yuusuke Katekari	Zapiro	Zinaida Serebriakova
Yuri Norstein	Yuya Asahina	Zara Alfonso	Zinna Du
Yuriko Chiba	Yuzo Takada	Zdzisław Beksiński	ZIUK
Yūsei Matsui	Yves Brayer	Zeebo	Zlatko Grgić
Yusuke Murata	Yves Klein	Zemmix	Zoltan Boros
Yutaka Hara	Yvonne Hutton	Zero	Zoran Janjetov
Yutaka Li	Yvonne Mariotte	Zevs	Крoxa
Yutaka Minowa	Yvonne Porcella	Zezhou Chen	
Yutaka Nakamura	YW Tang	Zhang Jiazhen	

EXHIBIT K

(Midjourney Showcase)

Exhibit K: Midjourney Showcase — p.1

“Gerald Brom” in prompt



kathybishop



the king of fools, creativity takes
courage, negative space for the win,
style of Gerald Brom

style raw

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.2

“Gerald Brom” in prompt



ingyt

...  

Oil painting by Gerald Brom of a character, red demon from hell, very high quality 4K HD, full body

ar: 2:3

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.3

“Gerald Brom” in prompt



Jill Bill

... ❤️ ✕

Baba Yaga, painting by Gerald Brom style

ar: 2:3

style raw

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.4

“Gerald Brom” in prompt

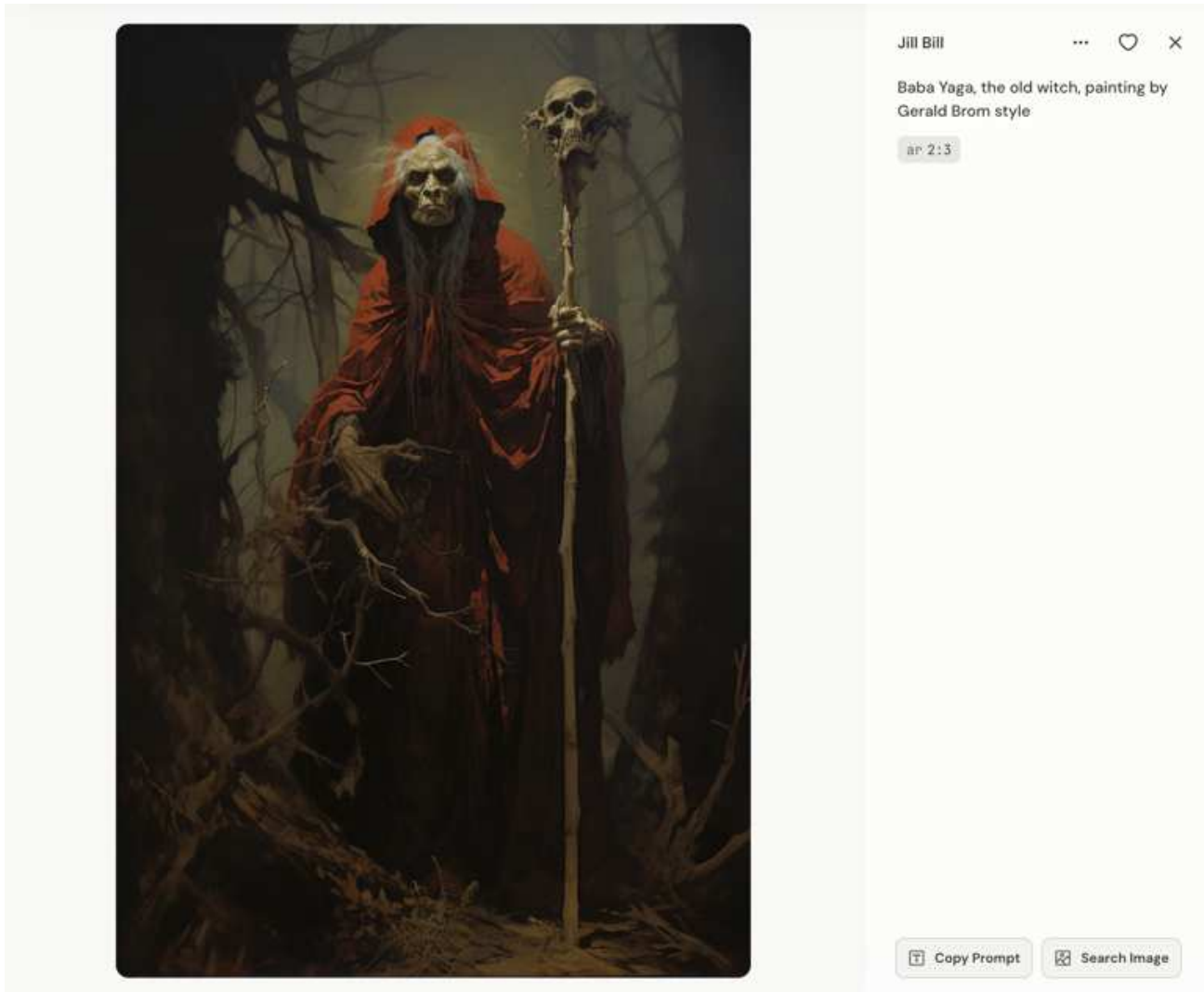



Exhibit K: Midjourney Showcase — p.5



“Gerald Brom” in prompt



Exhibit K: Midjourney Showcase — p.6



“Gregory Manchess” in prompt



olesya8051 ...  

by Greg Manchess

ar 16:9

 Copy Prompt  Search Image

The image is a digital artwork in a painterly style. It depicts a woman with long dark hair, wearing a white bikini, sitting on the back of a large, green, scaly dinosaur (resembling a T-Rex) that is floating in a body of blue water. The dinosaur's mouth is open, showing sharp teeth. The woman is holding a wooden oar. The background shows a distant shoreline with trees under a pale sky. The water is calm, reflecting the scene. The overall aesthetic is reminiscent of classic movie posters or high-quality digital art.

Exhibit K: Midjourney Showcase — p.7

“Gregory Manchess” in prompt

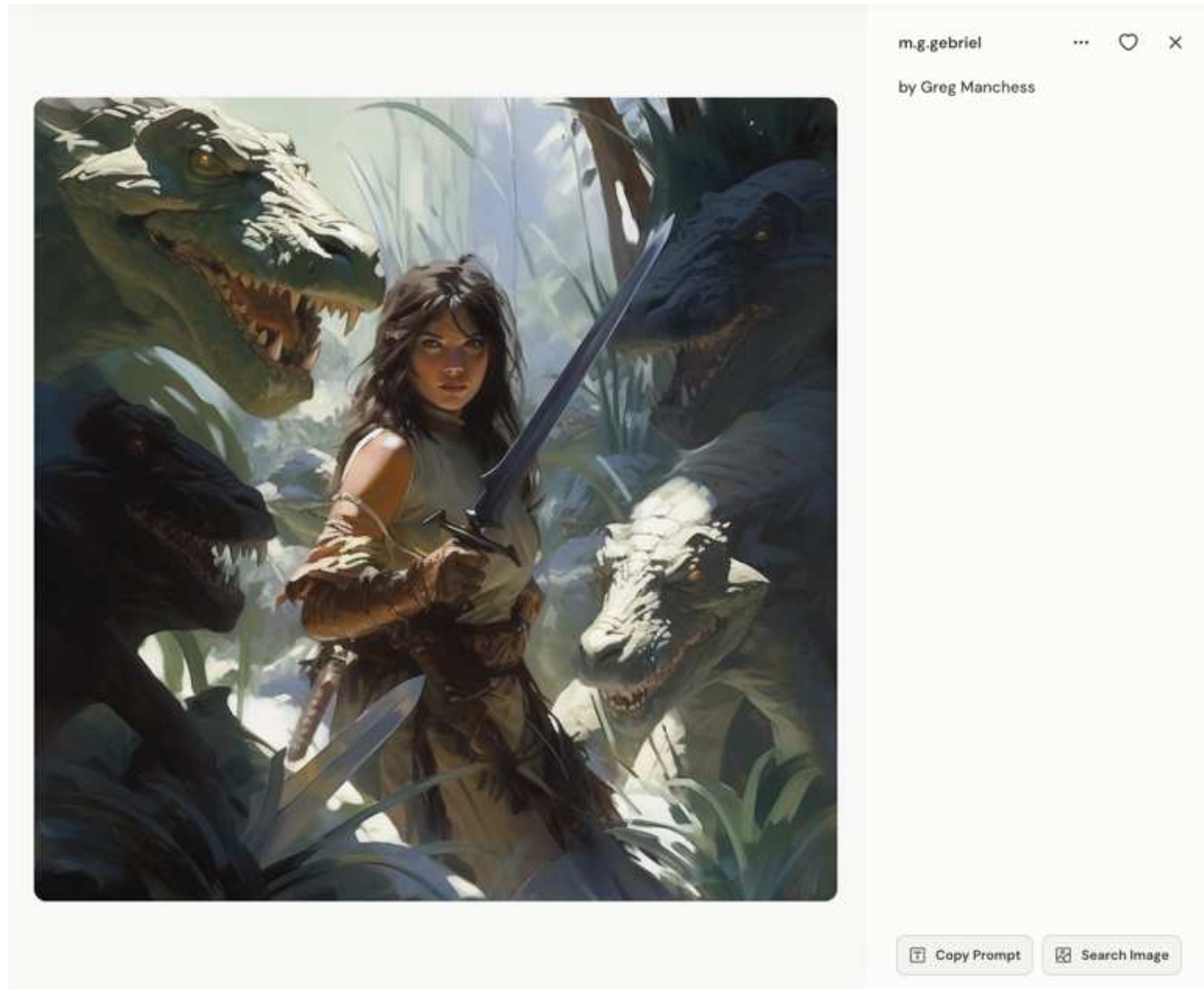



Exhibit K: Midjourney Showcase — p.8

“Gregory Manchess” in prompt



The image shows a full-body AI-generated character sheet for a man. He is wearing a dark, shiny trench coat over a white dress shirt and a dark tie. He has dark hair, is wearing sunglasses, and has a serious expression. He is holding a handgun in his right hand. The background is a light-colored wall with a grid pattern and some faint text, including the words "MICHE GOCTIE GLI CE" and "CANCE".

andystine ...  


entitled rich college guy, cold eyes, jerk, bulky, full body, character sheet, in style of greg manchess

§ 250



 Copy Prompt  Search Image

Exhibit K: Midjourney Showcase — p.9

“Gregory Manchess” in prompt



The image is a digital artwork depicting a woman with long dark hair, wearing a white, long-sleeved, button-up shirt, riding a large, white, bipedal dinosaur-like creature. The creature has a wide, open mouth showing sharp teeth. They are in a snowy, mountainous landscape. In the background, two other riders on dark horses are visible. The overall style is cinematic and detailed.

nedeyla ...  

greg manchess



 Copy Prompt  Search Image

Exhibit K: Midjourney Showcase — p.10

“Gregory Manchess” in prompt

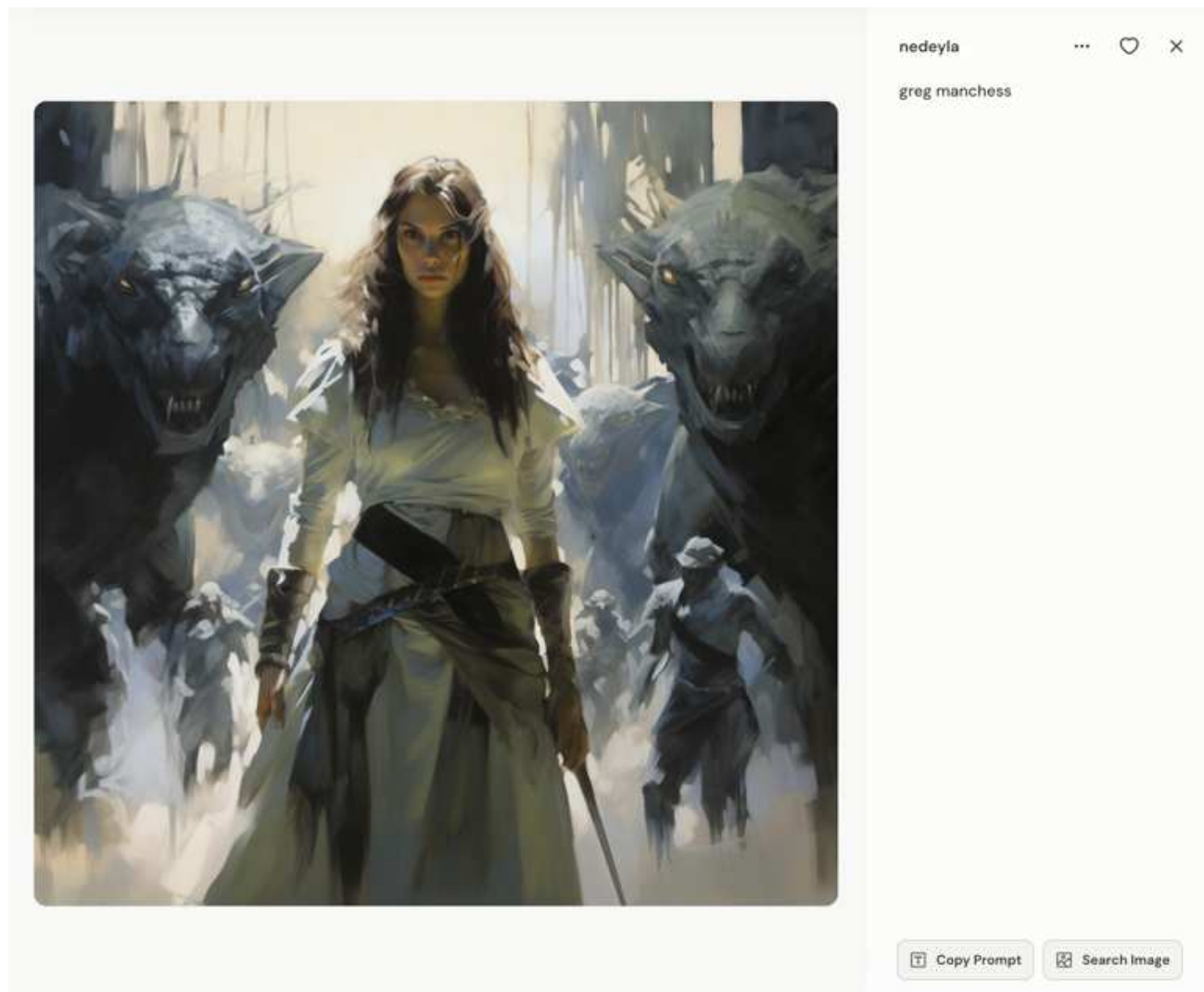



Exhibit K: Midjourney Showcase — p.11

“Jingna Zhang” in prompt



A screenshot of a social media post from the user 'peterruhao'. The post features a highly detailed AI-generated image of a young woman with dark, wavy hair, wearing a black garment with red lace. She is adorned with large, vibrant red lotus flowers in her hair and holding a large bouquet of red lotus flowers. The background is a dark, textured pattern of red lotus flowers. The post includes the text 'red lotus by Zhang Jingna 8k, --ar 16:9' and engagement statistics: 'chaos 20', 's 258', and '1w 2'. At the bottom right of the image area, there are two buttons: 'Copy Prompt' and 'Search Image'.

peterruhao ... ❤️ ✕

red lotus by Zhang Jingna 8k, --ar 16:9

chaos 20 s 258 1w 2

Copy Prompt Search Image

Exhibit K: Midjourney Showcase — p.12

“Jingna Zhang” in prompt



Amy_Cornell



commercial Photography by Zhang Jingna,close-up,waist shot, Beautiful Chinese girl ,fashionable,best quality,ultra detailed,16k

ar 1:1

Copy Prompt

Search Image

Exhibit K: Midjourney Showcase — p.13

“Jingna Zhang” in prompt

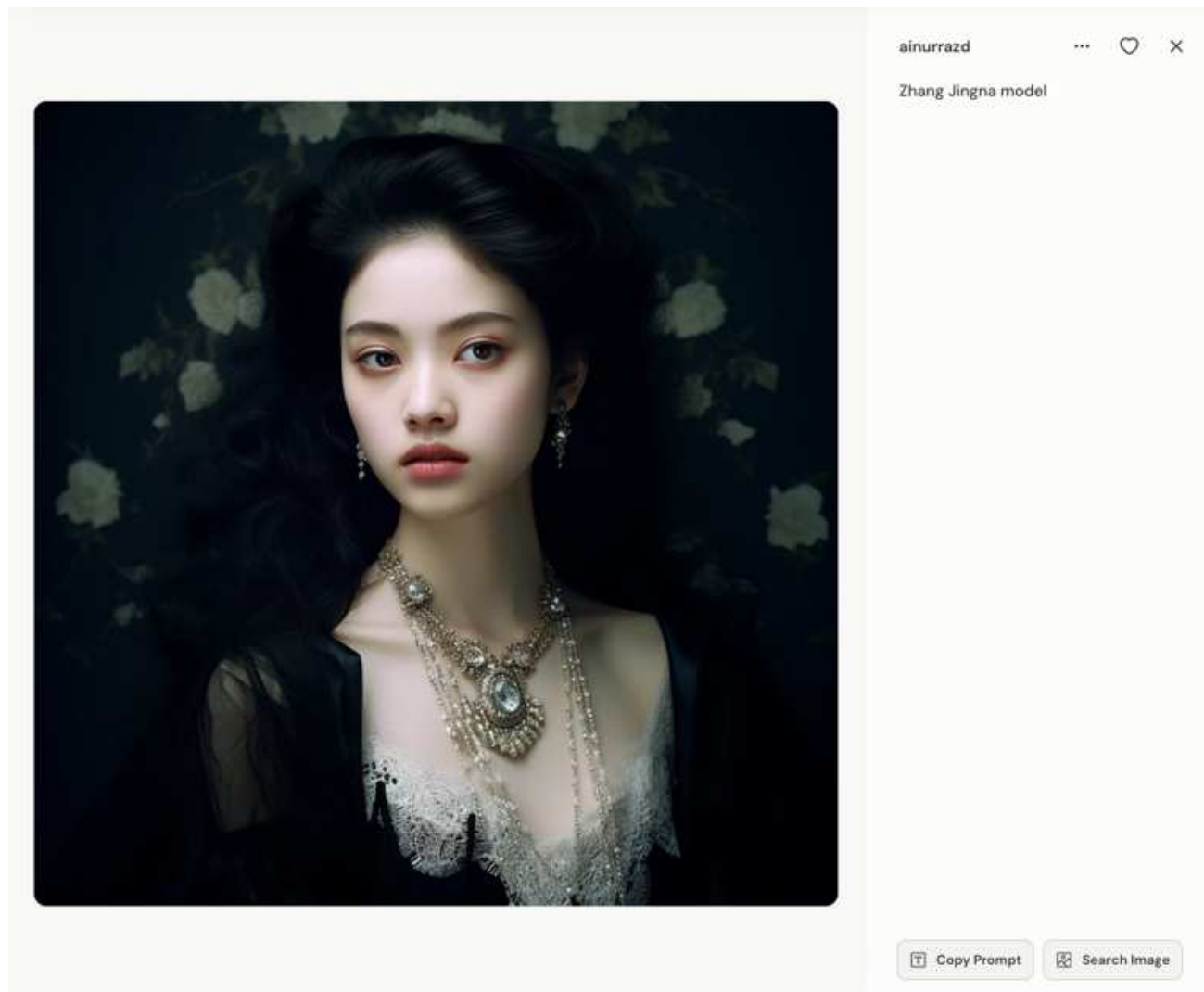


Exhibit K: Midjourney Showcase — p.14

“Jingna Zhang” in prompt

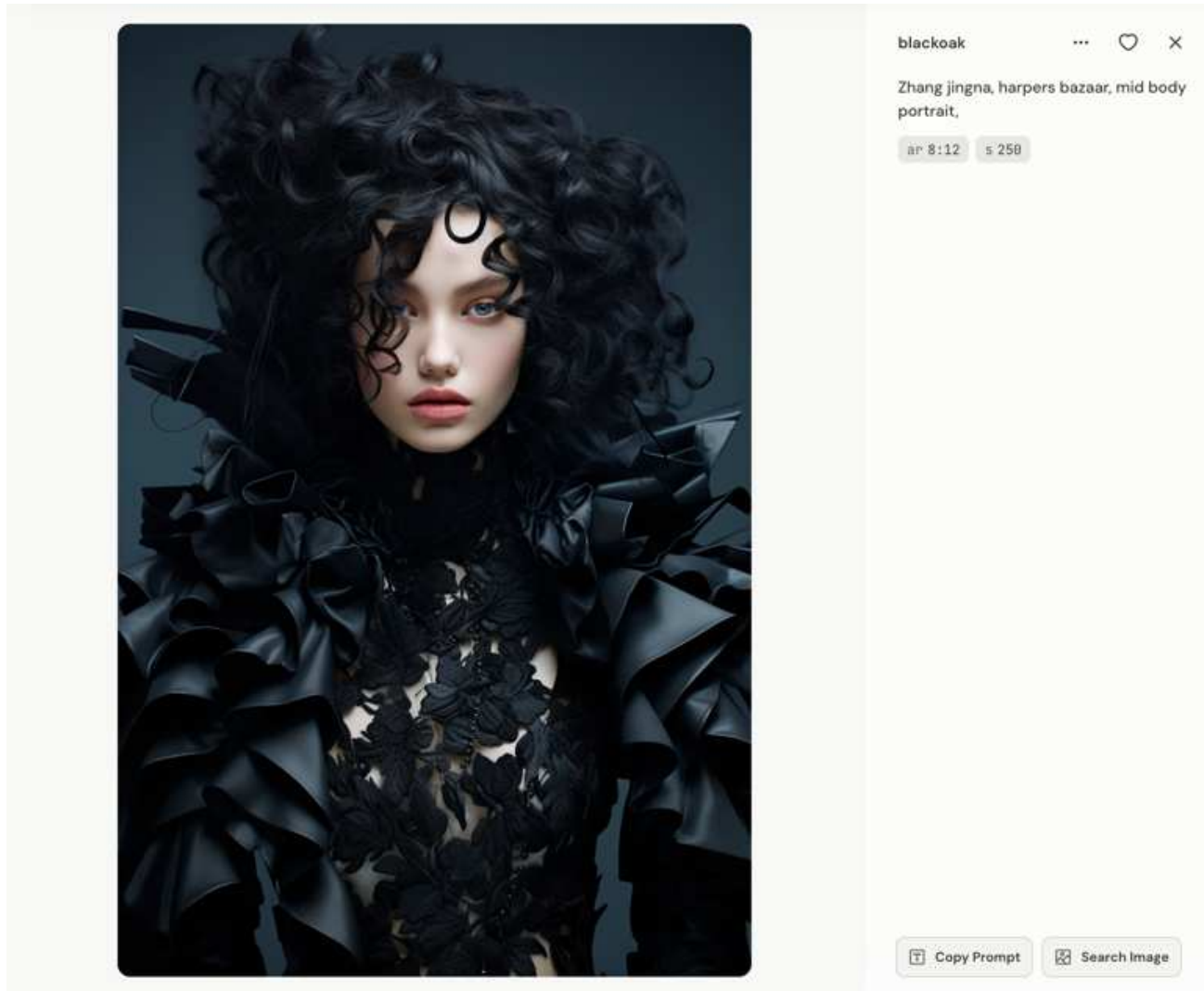


Exhibit K: Midjourney Showcase — p.15

“Jingna Zhang” in prompt



katt_k



Zhang Jingna photoshoot

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.16

“Jingna Zhang” in prompt

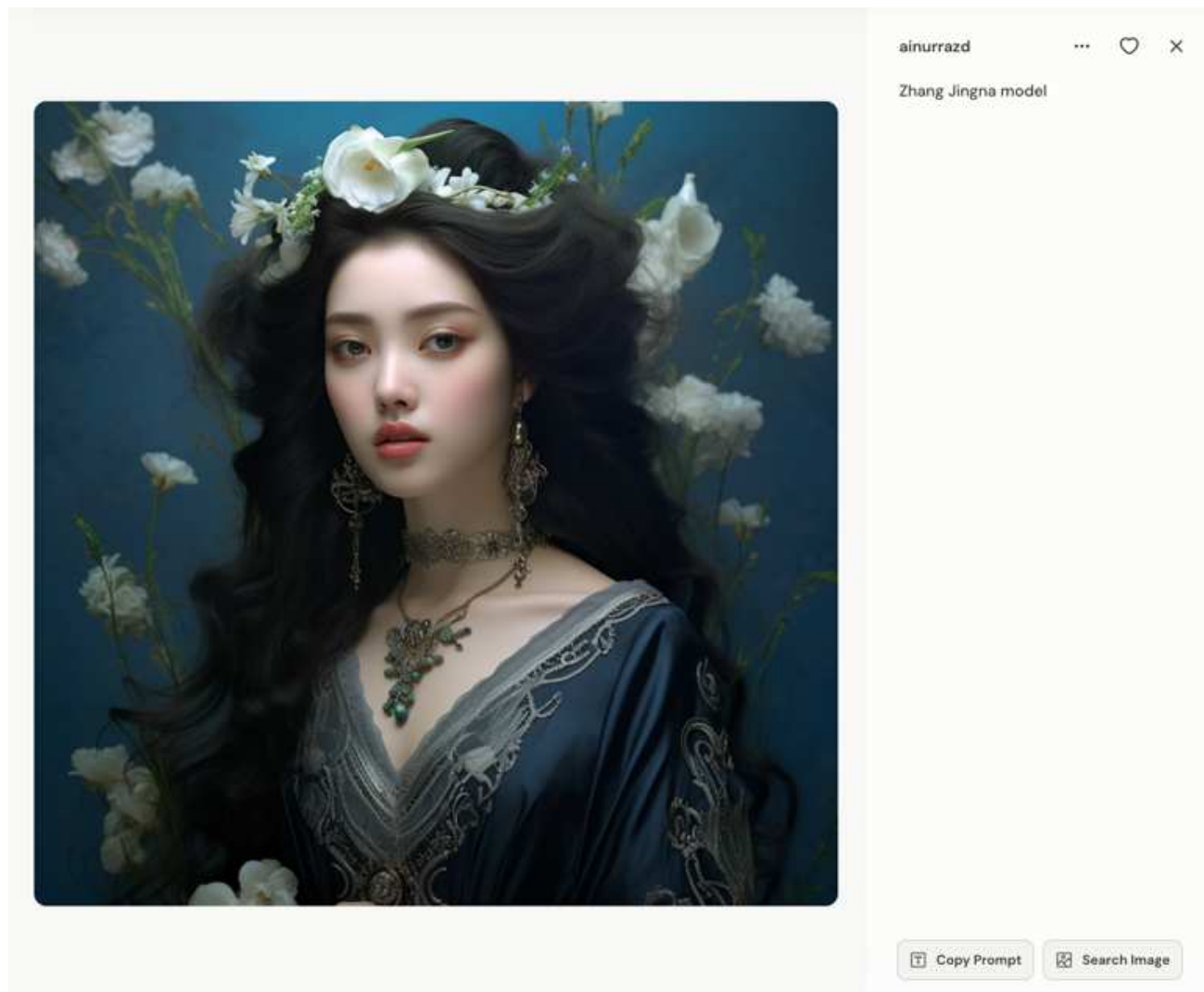


Exhibit K: Midjourney Showcase — p.17

“Kelly McKernan” in prompt



lulurosie

...  

3/4 portrait of a woman with fully body chinese porcelain tattoos, blue and white Kelly McKernan --upbeta

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.18

“Kelly McKernan” in prompt

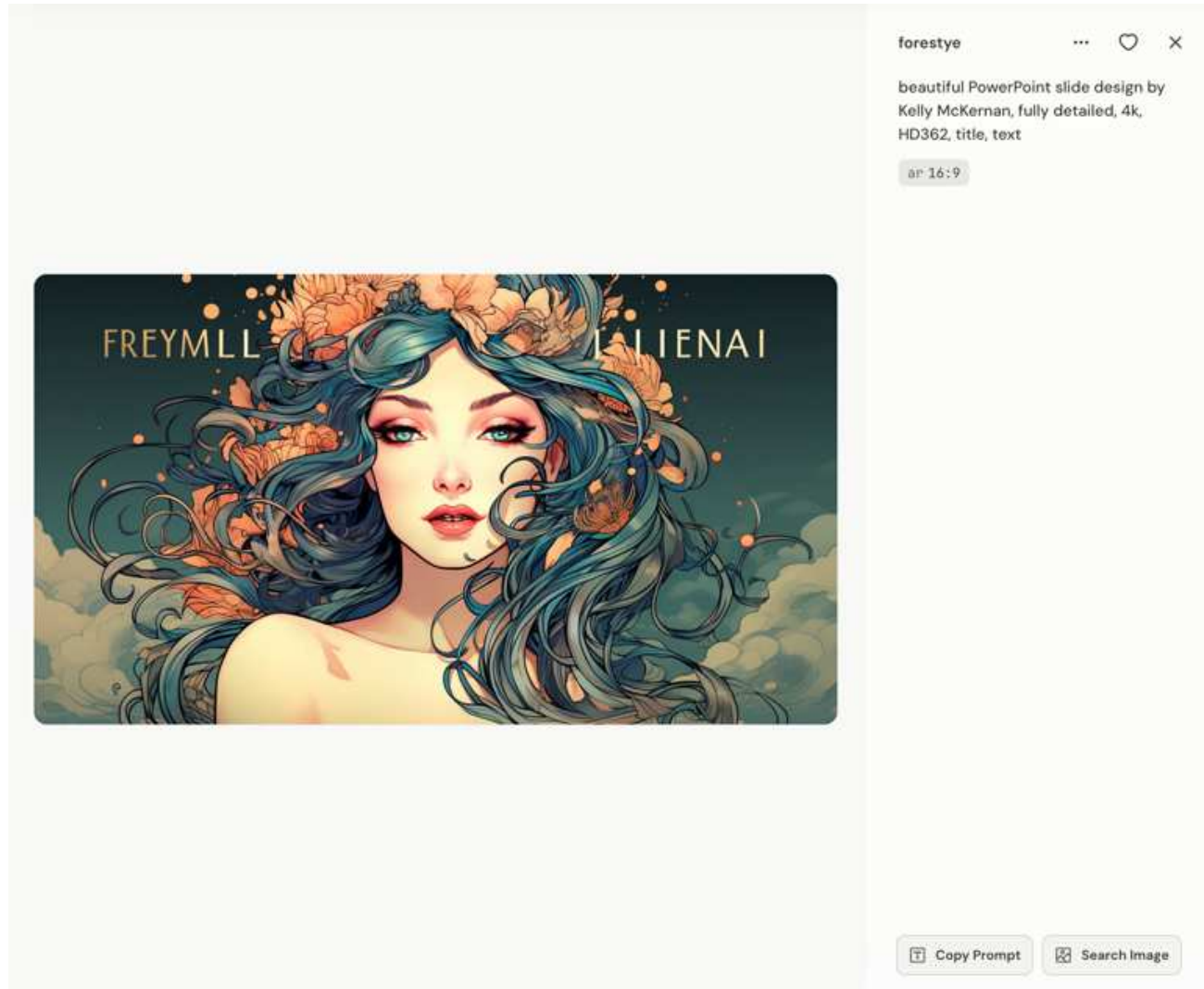


Exhibit K: Midjourney Showcase — p.19

“Kelly McKernan” in prompt



Exhibit K: Midjourney Showcase — p.20

“Kelly McKernan” in prompt

forestye

...  

beautiful PowerPoint slide design by
Kelly McKernan, fully detailed, 4k,
HD362, title, text

ar: 16:9

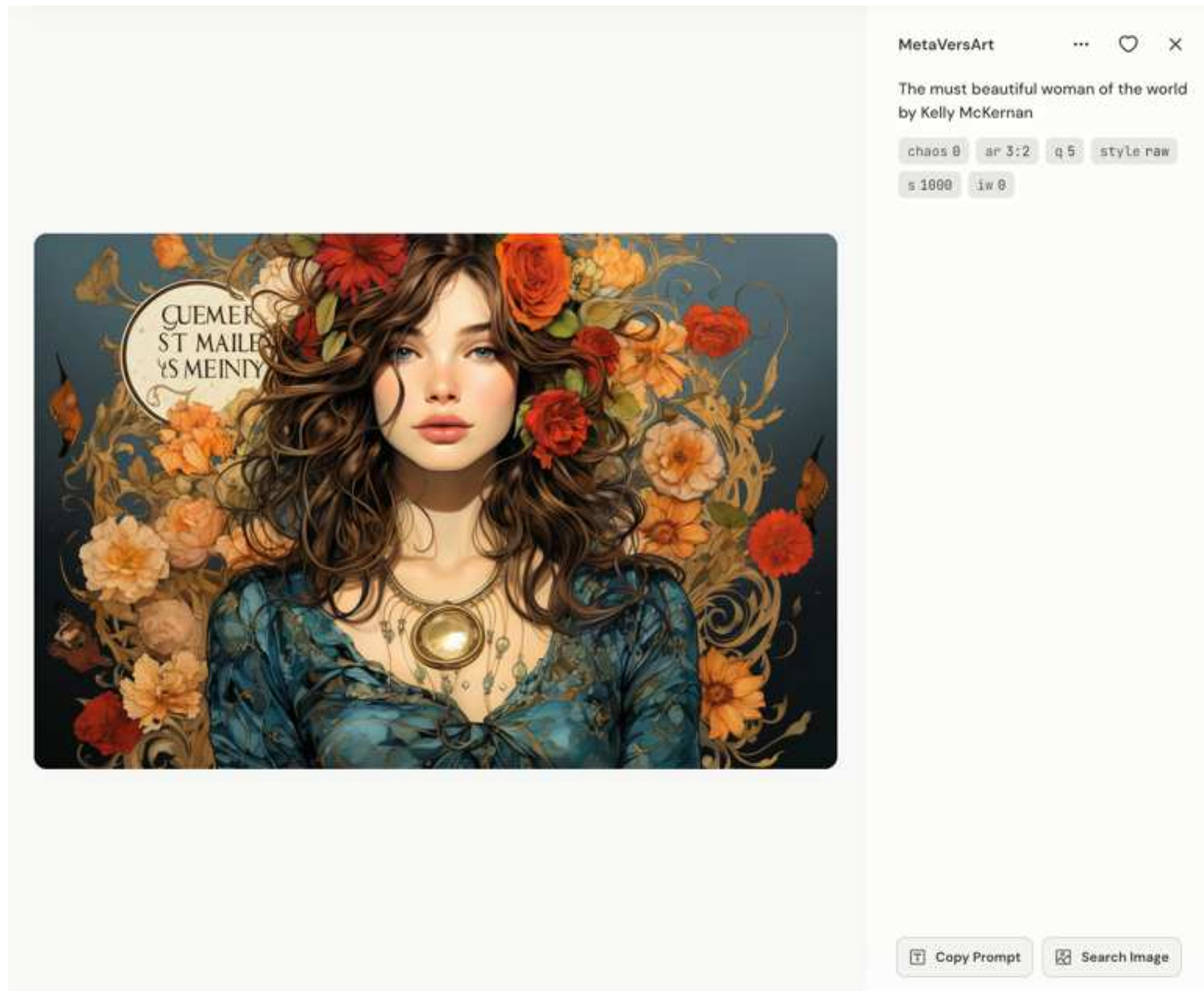


 Copy Prompt



 Search Image

Exhibit K: Midjourney Showcase — p.21

“Kelly McKernan” in prompt



The screenshot shows a Midjourney AI-generated image of a woman with long, wavy brown hair, wearing a blue, patterned dress and a large, ornate necklace. She is surrounded by a dense arrangement of red and orange roses. The background is dark blue with a subtle pattern. In the top left corner of the image, there is a circular logo with the text "CUEMER ST MAILE & S MEINY".

MetaVersArt ...  

The must beautiful woman of the world
by Kelly McKernan

chaos 0 ar 3:2 q 5 style raw
s 1000 iw 0



 Copy Prompt  Search Image

Exhibit K: Midjourney Showcase — p.22

“Sarah Andersen” in prompt



kim423

... ❤️ ✕

by Sarah Andersen ::3 fairy tale of the giantess iris dakota and the girl with flying wings, in the style of marine biology-inspired, comiccore, mote kei, blink-and-you-miss-it detail, marvel comics, serene faces, close up

ar 67:94

style raw

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.23

“Sarah Andersen” in prompt



Exhibit K: Midjourney Showcase — p.24

“Sarah Andersen” in prompt



magicbrooklyn



An illustration in the style of Sarah Andersen: Create a high-angle shot of the very upset ten-year-old girl sitting on her sofa, her tear-streaked face visible as she sobs. Use Sarah Andersen's expressive style to showcase the girl's vulnerability and sorrow. The high-angle view will emphasize the girl's feelings of sadness and isolation, providing a unique perspective on the scene as she sits alone on the sofa. --ar 16:9 --uplight

 Copy Prompt

 Search Image

Exhibit K: Midjourney Showcase — p.25

“Sarah Andersen” in prompt



Exhibit K: Midjourney Showcase — p.26

“Sarah Andersen” in prompt



Exhibit K: Midjourney Showcase — p.27

“Sarah Andersen” in prompt



EXHIBIT L

(DeviantArt Terms of Service
(Nov. 11, 2022))

About Us: Terms of Service

Introduction

Please read these Terms of Service ("Terms") carefully. They contain the legal terms and conditions that govern your use of services provided to you by DeviantArt, including information, text, images, graphics, data or other materials ("Content") and products and services provided through www.DeviantArt.com, Sta.sh, DeviantArt Protect, and other DeviantArt mobile applications as well as all elements, software, programs and code forming or incorporated in to www.DeviantArt.com (the "Service"). This Service is operated by DeviantArt, Inc. ("DeviantArt"). DeviantArt is also referred to in these Terms as "we", "our", and "us".

By using our Service, you agree to be bound by Section I of these Terms ("General Terms"), which contains provisions applicable to all users of our Service, including visitors to the DeviantArt website (the "Site"). If you choose to register as a member of our Service or purchase products from the DeviantArt Shop, you will be asked to check a box indicating that you have read, and agree to be bound by, the additional terms set forth in Section II of these Terms ("Additional Terms").

Section I: General Terms

1. Availability

This Service is provided by DeviantArt on an "AS IS" and "AS AVAILABLE" basis and DeviantArt reserves the right to modify, suspend or discontinue the Service, in its sole discretion, at any time and without notice. **You agree that DeviantArt is and will not be liable to you for any modification, suspension or discontinuance of the Service.**

2. Privacy

DeviantArt has a firm commitment to safeguarding your privacy. Please review DeviantArt's [Privacy Policy](#). The terms of DeviantArt's privacy policy are incorporated into, and form a part of, these Terms.

3. Trademarks

All brand, product and service names used in this Service which identify DeviantArt or third parties and their products and services are proprietary marks of DeviantArt and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of DeviantArt or any third party with respect to any such image, logo or name.

4. Copyright

DeviantArt is, unless otherwise stated, the owner of all copyright and data rights in the Service and its contents. Individuals who have posted works to DeviantArt are either the copyright owners of the component parts of that work or are posting the work under license from a copyright owner or his or her agent or otherwise as permitted by law. You may not reproduce, distribute, publicly display or perform, or prepare derivative works based on any of the Content including any such works without the express, written consent of DeviantArt or the appropriate owner of copyright in such works. DeviantArt does not claim ownership rights in your works or other materials posted by you to DeviantArt (Your Content). You agree not to distribute any part of the Service other than Your Content in any medium other than as permitted in these Terms of Service or by use of functions on the Service provided by us. You agree not to alter or modify any part of the Service unless expressly permitted to do so by us or by use of functions on the Service provided by us.

5. Reporting Copyright Violations

DeviantArt respects the intellectual property rights of others and expects users of the Service to do the same. At DeviantArt's discretion and in appropriate circumstances, DeviantArt may remove Your Content submitted to the Site, terminate the accounts of users or prevent access to the Site by users who infringe the intellectual property rights of others. If you believe the copyright in your work or in the work for which you act as an agent has been infringed through this Service, please contact DeviantArt's agent for notice of claims of copyright infringement, Daniel Sowers who can be reached through violations@deviantart.com. You must provide our agent with substantially the following information, which DeviantArt may then forward to the alleged infringer (see 17 U.S.C. 512 (c)(3) for further details):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of

the material in the manner complained of is not authorized by the copyright owner.

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please see DeviantArt's [Copyright Policy](#) for further information and details.

6. External Links

DeviantArt may provide links to third-party websites or resources. You acknowledge and agree that DeviantArt is not responsible or liable for: the availability or accuracy of such websites or resources; or the Content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by DeviantArt of such websites or resources or the Content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

7. Third Party Software

As a convenience, we may make third-party software available through the Service. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider. By downloading third party software, you acknowledge and agree that the software is provided on an "AS IS" basis without warranty of any kind. In no event shall DeviantArt be liable for claims or damages of any nature, whether direct or indirect, arising from or related to any third-party software downloaded through the Service.

As part of the DeviantArt platform, DeviantArt may provide different video services, available for its Core users.

The use of the video services for your account, may require that you receive a license to use certain patents from MPEG-LA (the "License"). It is your own exclusive responsibility to decide whether your activity requires a License and to obtain it. Information about the License can be obtained from MPEG LA L.L.C. [here](#).

Without derogating from any subclause in these Terms of Use, and without any limitation of liability, you shall fully indemnify, defend and hold DeviantArt its officers, directors, shareholders, employees, affiliates and agents, harmless from any and all damages and costs, obligations, losses, liabilities debt and expenses (including attorneys' fees), as accrued, that arise out of or are related to infringement and/or misuse of the patent pool under the MPEG-LA consortium.

If your needs require a more inclusive plan than those regularly offered by us, please contact our support team at: help@deviantart.com

8. Conduct

You agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or provide any information to DeviantArt that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose. DeviantArt does not endorse any content placed on the Service by third parties or any opinions or advice contained in such content. You agree to defend, indemnify, and hold harmless DeviantArt, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and expert fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms.

9. Disclaimer of Warranty and Limitation of Liability

DEVIANTART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO THE OPERATION OF THE SERVICE, OR THE CONTENT OR PRODUCTS, PROVIDED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. DEVIANTART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. DEVIANTART MAKES NO WARRANTY AS TO THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE. YOU SPECIFICALLY ACKNOWLEDGE THAT DEVIANTART IS NOT LIABLE FOR YOUR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, OR SUCH CONDUCT BY THIRD PARTIES, AND YOU EXPRESSLY ASSUME ALL RISKS AND RESPONSIBILITY FOR DAMAGES AND LOSSES ARISING FROM SUCH CONDUCT. EXCEPT FOR THE EXPRESS, LIMITED REMEDIES PROVIDED HEREIN, AND TO THE FULLEST EXTENT ALLOWED BY LAW, DEVIANTART SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF DEVIANTART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON CERTAIN WARRANTIES OR DAMAGES. THEREFORE, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL DEVIANTART'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO DEVIANTART PURSUANT TO THIS AGREEMENT.

10. Amendment of the Terms

We reserve the right to amend these Terms from time to time in our sole discretion. If you have registered as a member, we may notify you of any material changes to these Terms (and the effective date of such changes) by sending a notification on the Site. In addition, we will post the revised terms on the Site. If you continue to use the Service after the effective date of the revised Terms, you will be deemed to have accepted those changes. If you do not agree to the revised Terms, your sole remedy shall be to discontinue using the Service.

11. General

These Terms constitute the entire agreement between DeviantArt and you with respect to your use of the Service. DeviantArt's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable. DeviantArt shall have the right to assign its rights and/or delegate its obligations under these Terms, in whole or in part, to any person or business entity. You may not assign your rights or delegate your obligations under these Terms without the prior written consent of DeviantArt. These Terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts of the State of California.

12. Comments

If you have any comments or questions about the Service please contact us by email at help@deviantart.com.

Section II: Additional Terms

13. Registration

To register as a member of the Service or purchase products, you must be 13 years or lawfully permitted to enter into and form contracts under applicable law. In no event may minors submit Content to the Service. You agree that the information that you provide to us upon registration, at the time of purchase, and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

14. Password

When you register as a member you will be asked to provide a password. You are responsible for safeguarding the password and you agree not to disclose your password to any third party. You agree that you shall be solely responsible for any activities or actions under your password, whether or not you have authorized such activities or actions. You shall immediately notify DeviantArt of any unauthorized use of your password.

15. Submitting Content

Chat Rooms and Forums - As a registered member of the Service, you will be granted the privilege of participating in chat rooms and forums on the DeviantArt website as part of the Service, which means you may post Your Content in the form of text for display in these areas of the DeviantArt website, subject to your compliance with the Terms.

Artist Materials - As a registered member of the Service, you will also be granted the privilege of submitting certain types of Your Content, known as "Artist Materials," for display on your user page. Prior to submitting Artist Materials, you must accept the additional terms and conditions of the [Submission Policy](#), which is incorporated into, and forms a part of, the Terms.

16. Copyright in Your Content

DeviantArt does not claim ownership rights in Your Content. For the sole purpose of enabling us to make your Content available through the Service, you grant to DeviantArt a non-exclusive, royalty-free license to reproduce, distribute, re-format, store, prepare derivative works based on, and publicly display and perform Your Content. **Please note that when you upload Content, third parties will be able to copy, distribute and display your Content using readily available tools on their computers for this purpose although other than by linking to your Content on DeviantArt any use by a third party of your Content could violate paragraph 4 of these Terms and Conditions unless the third party receives permission from you by license.**

17. Monitoring Content

DeviantArt has no ability to control the Content you may upload, post or otherwise transmit using the Service and does not have any obligation to monitor such Content for any purpose. You acknowledge that you are solely responsible for all Content and material you upload, post or otherwise transmit using the Service.

18. Storage Policy

At this time, DeviantArt provides free online storage of Your Content to registered members of the Service. However, you acknowledge and agree that DeviantArt may, at its option, establish limits concerning your use of the Service, including without limitation the maximum number of days that Your

Content will be retained by the Service, the maximum size of any Content files that may be stored on the Service, the maximum disk space that will be allotted to you for the storage of Content on DeviantArt's servers. Furthermore, you acknowledge that DeviantArt reserves the right to terminate or suspend accounts that are inactive, in DeviantArt's sole discretion, for an extended period of time (thus deleting or suspending access to your Content). Without limiting the generality of Section 9, DeviantArt shall have no responsibility or liability for the deletion or failure to store any Content maintained on the Service and you are solely responsible for creating back-ups of Your Content. You further acknowledge that DeviantArt reserves the right to modify its storage policies from time to time, with or without notice to you.

19. Conduct

You agree to be subject to and to conduct yourself in accordance with the DeviantArt [Etiquette Policy](#). You are responsible for all of Your Content you upload, download, and otherwise copy, distribute and display using the Service. You must have the legal right to copy, distribute and display all parts of any content that you upload, download and otherwise copy, distribute and display. Content provided to you by others, or made available through websites, magazines, books and other sources, are protected by copyright and should not be uploaded, downloaded, or otherwise copied, distributed or displayed without the consent of the copyright owner or as otherwise permitted by law. Please refer to DeviantArt's [Copyright Policy](#) for further details.

You agree not to use the Service:

1. for any unlawful purposes;
2. to upload, post, or otherwise transmit any public and shared content (content which you offer for free) that is pornographic, obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
3. to upload, post, or otherwise transmit any subscription or paid content featuring pornographic material of real people, which offers sexual services, which glorifies sexual violence, fringe sexual fetish creations, fetish creations that are hard to distinguish from non-consensual sex, or that is obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
4. to harm minors in any way, including, but not limited to, uploading, posting, or otherwise transmitting content that violates child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct, or submitting any personally

identifiable information about any child under the age of 13;

5. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
6. to upload, post, or otherwise transmit any material which is likely to cause harm to DeviantArt or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
7. for any commercial purpose, except as expressly permitted under these Terms;
8. to sell access to the Service on any other website or to use the Service on another website for the primary purpose of gaining advertising or subscription revenue other than a personal blog or social network where the primary purpose is to display content from DeviantArt by hyperlink and not to compete with DeviantArt.

19A. Commercial Activities

Commercial activities mean the offering, solicitation or sale of goods or services by anyone other than DeviantArt. Commercial activities with respect to the arts are permitted for registered members acting as individuals, for small corporations or partnerships engaged primarily in art-related activities in which one or more of the principals is a registered member or for those seeking to retain the services or works of a registered member. Commercial activities in the form of paid advertising on the Service are subject to the terms and conditions relating to the purchase of such advertising. No other commercial activities are permitted on or through the Service without DeviantArt's written approval. Any interactions with members of the Service with respect to commercial activities including payment for and delivery of goods and/or services and any terms related to the commercial activities including conditions, warranties or representations and so forth are solely between you and the other member. Paragraph 9, above, of these Terms of Service specifically applies with respect to commercial activities.

19B. Groups

As a registered member of the Service, you will also be able to participate as an administrator or member of a "Group" which is a set of user pages and applications formed for the purpose of collecting content, discussions and organizing members of the site with common interests. Further information about Groups can be found in our Etiquette Policy.

1. You agree to participate in a Group on the basis of its own rules consistent

with these Terms of Service, the conduct set out in paragraph 19, above, and such other rules created by us for Groups from time to time including with respect to the use of Groups for commercial activities.

2. As an administrator or participant in a Group you acquire no ownership rights over the Group, the Group applications provided by us or over the right to conduct the activities of the Group.
3. Any Content or Artists Materials submitted to a Group remain, as between the Group and the user submitting such content, the property of the person who submitted the content.
4. Groups are managed by registered members of the Service and not by us. We are not responsible for the conduct of Group participants or administrators and will not interfere with the management or society of any specific Group or the rules it establishes for itself as long as they are consistent with these Terms of Service and our policies.
5. Groups may not be used to collect personal data about participants in Groups without the participant's express permission.
6. The Group application permits us to take appropriate action should intervention become necessary as a result of a violation of the Terms of Service or of any other of our policies. We can remove a Group and the Group's privileges at any time at our discretion.
7. The use in a Group name of trademarks or distinctive trade names of properties, goods or services is subject to objections from the owner of the marks and names. DeviantArt will respond to such objections by requiring an appropriate change in the name of the Group. The use of trademarks and trade names in Group names otherwise must be descriptive of Group activity or purpose. To avoid confusion and animosity, Groups wishing to name themselves after trademarked properties must include a further description in its name of the type of Group it expects to be such as "Master Photoshop Tutorials" instead of simply "Photoshop."

20. Suspension and Termination of Access and Membership

You agree that DeviantArt may at any time, and without notice, suspend or terminate any part of the Service, or refuse to fulfill any order, or any part of any order or terminate your membership and delete any Content stored on the DeviantArt Site, in DeviantArt's sole discretion, if you fail to comply with the Terms or applicable law.

21. Product Purchases from the DeviantArt Shop

DeviantArt users may make certain products available for purchase through the

[DeviantArt Shop](#). For example, you may have the opportunity to purchase or commission "Digital Artwork" that a registered member has listed for sale through the Shop.

All payments are to be made in US dollars and prices are subject to change at any time.

Any purchase made via the Shop is between the user and the purchaser only. DeviantArt only provides the platform in which such purchase is available, but in any event will not be responsible for the purchased item, its quality, terms, price etc.

Before making a purchase, we advise you to review the listing and specifications to make sure they fit your needs and are acceptable by you.

22. Cryptocurrency

DeviantArt enables cryptocurrency payments and earnings withdrawals via a Third Party Software blockchain/cryptocurrency payment processor ("**Cryptocurrency Payment Services**").

You acknowledge and agree that regardless of the manner in which such Cryptocurrency Payment Services may be offered to you, DeviantArt merely acts as an intermediary platform between you and the applicable Cryptocurrency Payment Services provider, and shall not be in any way responsible or liable with respect to any services provided by such Cryptocurrency Payment Services provider.

Any and all use of Cryptocurrency Payment Services shall be done solely at your own risk and responsibility, and may be subject to certain legal and financial terms which govern Cryptocurrency Payment Services, which you are encouraged to review and understand before using such services. Additionally, the use of Cryptocurrency Payment Services is subject to the applicable terms of use of the Cryptocurrency Payment Services provider, including but not limited to the lists of prohibited items and businesses not supported by such provider. In the case of BitPay, your use of Cryptocurrency Payment Services is subject to BitPay's [terms of use](#). Each Cryptocurrency Payment Services provider may support different cryptocurrencies, however DeviantArt has full discretion regarding which cryptocurrencies will be available through the Cryptocurrency Payment Services on the DeviantArt platform. Please avoid paying in unsupported cryptocurrencies, as doing so may result in loss of funds.

While we hope to avoid such instances, DeviantArt may, at any time and at its sole discretion, suspend, disable access to or remove Cryptocurrency Payment Services without any liability to you or to any third party.

You assume the volatility risk of the cryptocurrencies in which cryptocurrency

transactions occur.

Any refunds of cryptocurrency transactions are subject to DeviantArt's sole discretion.

Services Fees

Your use of Cryptocurrency Payment Services is subject to certain fees and exchange rates ("**Service Fees**"), which may be modified from time to time. For more information, see [here](#). The Service Fees shall be deducted from your DeviantArt Earnings Account. All Service Fees are non-refundable.

Certain transactions (e.g., underpayment and overpayment of cryptocurrency transactions) may be subject to additional fees by the Cryptocurrency Payment Services provider. In the case of BitPay, please refer to the following [article](#) for additional information.

23. DeviantArt Protect

DeviantArt enables you to use its DeviantArt Protect service (for qualifying images stored in Sta.sh or qualifying images submitted as deviations), in order to detect potential infringements of your images that you submitted or uploaded in the ways specified below. By using DeviantArt Protect, you agree and acknowledge the following:

1. The DeviantArt Protect service is limited to detecting potentially similar or near-identical images to your images identified on DeviantArt or various blockchains (for more details on the specific platforms scanned, see our [updated list](#)). There might be other similar images that we will not detect, and therefore, we encourage you to keep track of existing works on different platforms.
2. To use DeviantArt Protect, you will need to open an account with DeviantArt, and agree to these terms and to the DeviantArt [general privacy policy](#).
3. For images eligible for the DeviantArt Protect service, when a potential infringement is identified, we will send you a notice via email or via platform notification, of any potential similar image found. Upon receiving such a notice, you may choose if you wish to take action regarding such images or not (for example, by filing a DMCA takedown notice).
4. We will not cause or initiate any legal procedures with respect to the similar images. If you believe that one of our results is infringing upon your image, we encourage you to enter the relevant platform, and submit a takedown notice independently. DeviantArt will not be responsible, in any event, for such procedures. All results are indicating some similarity, but in no event will we determine or suggest if such work is indeed

infringing or not.

5. DeviantArt Protect for images uploaded to Sta.sh:

You can upload up to 10 images and up to 2GB for free coverage by the DeviantArt Protect service. To receive coverage of the DeviantArt Protect service for any additional images, you will need to upgrade for a relevant Core Membership. Find out more about our membership, pricing, storage and plans [here](#).

6. DeviantArt Protect for images published on DeviantArt as deviations:

For Core Members, we provide the DeviantArt Protect service for all images published as deviations. For non-Core users, we offer the DeviantArt Protect service for 90 days as of the day when the image was submitted as a deviation.

EXHIBIT M

(DeviantArt Terms of Service
(Jan. 11, 2023))

About Us: Terms of Service

Introduction

Please read these Terms of Service ("Terms") carefully. They contain the legal terms and conditions that govern your use of services provided to you by DeviantArt, including information, text, images, graphics, data or other materials ("Content") and products and services provided through www.DeviantArt.com, Sta.sh, DeviantArt Protect, and other DeviantArt mobile applications as well as all elements, software, programs and code forming or incorporated in to www.DeviantArt.com (the "Service"). This Service is operated by DeviantArt, Inc. ("DeviantArt"). DeviantArt is also referred to in these Terms as "we", "our", and "us".

By using our Service, you agree to be bound by Section I of these Terms ("General Terms"), which contains provisions applicable to all users of our Service, including visitors to the DeviantArt website (the "Site"). If you choose to register as a member of our Service or purchase products from the DeviantArt Shop, you will be asked to check a box indicating that you have read, and agree to be bound by, the additional terms set forth in Section II of these Terms ("Additional Terms").

Section I: General Terms

1. Availability

This Service is provided by DeviantArt on an "AS IS" and "AS AVAILABLE" basis and DeviantArt reserves the right to modify, suspend or discontinue the Service, in its sole discretion, at any time and without notice. **You agree that DeviantArt is and will not be liable to you for any modification, suspension or discontinuance of the Service.**

2. Privacy

DeviantArt has a firm commitment to safeguarding your privacy. Please review DeviantArt's [Privacy Policy](#). The terms of DeviantArt's privacy policy are incorporated into, and form a part of, these Terms.

3. Trademarks

All brand, product and service names used in this Service which identify DeviantArt or third parties and their products and services are proprietary marks of DeviantArt and/or the relevant third parties. Nothing in this Service shall be deemed to confer on any person any license or right on the part of DeviantArt or any third party with respect to any such image, logo or name.

4. Copyright

DeviantArt is, unless otherwise stated, the owner of all copyright and data rights in the Service and its contents. Individuals who have posted works to DeviantArt are either the copyright owners of the component parts of that work or are posting the work under license from a copyright owner or his or her agent or otherwise as permitted by law. You may not reproduce, distribute, publicly display or perform, or prepare derivative works based on any of the Content including any such works without the express, written consent of DeviantArt or the appropriate owner of copyright in such works. DeviantArt does not claim ownership rights in your works or other materials posted by you to DeviantArt (Your Content). You agree not to distribute any part of the Service other than Your Content in any medium other than as permitted in these Terms of Service or by use of functions on the Service provided by us. You agree not to alter or modify any part of the Service unless expressly permitted to do so by us or by use of functions on the Service provided by us.

5. Reporting Copyright Violations

DeviantArt respects the intellectual property rights of others and expects users of the Service to do the same. At DeviantArt's discretion and in appropriate circumstances, DeviantArt may remove Your Content submitted to the Site, terminate the accounts of users or prevent access to the Site by users who infringe the intellectual property rights of others. If you believe the copyright in your work or in the work for which you act as an agent has been infringed through this Service, please contact DeviantArt's agent for notice of claims of copyright infringement, Daniel Sowers who can be reached through violations@deviantart.com. You must provide our agent with substantially the following information, which DeviantArt may then forward to the alleged infringer (see 17 U.S.C. 512 (c)(3) for further details):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of

the material in the manner complained of is not authorized by the copyright owner.

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please see DeviantArt's [Copyright Policy](#) for further information and details.

6. External Links

DeviantArt may provide links to third-party websites or resources. You acknowledge and agree that DeviantArt is not responsible or liable for: the availability or accuracy of such websites or resources; or the Content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by DeviantArt of such websites or resources or the Content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

7. Third Party Software

As a convenience, we may make third-party software available through the Service. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider and the agreement to use such software will be solely between you and the third party provider. By downloading third party software, you acknowledge and agree that the software is provided on an "AS IS" basis without warranty of any kind. In no event shall DeviantArt be liable for claims or damages of any nature, whether direct or indirect, arising from or related to any third-party software downloaded through the Service.

As part of the DeviantArt platform, DeviantArt may provide different video services, available for its Core users.

The use of the video services for your account, may require that you receive a license to use certain patents from MPEG-LA (the "License"). It is your own exclusive responsibility to decide whether your activity requires a License and to obtain it. Information about the License can be obtained from MPEG LA L.L.C. [here](#).

Without derogating from any subclause in these Terms of Use, and without any limitation of liability, you shall fully indemnify, defend and hold DeviantArt its officers, directors, shareholders, employees, affiliates and agents, harmless from any and all damages and costs, obligations, losses, liabilities debt and expenses (including attorneys' fees), as accrued, that arise out of or are related to infringement and/or misuse of the patent pool under the MPEG-LA consortium.

If your needs require a more inclusive plan than those regularly offered by us, please contact our support team at: help@deviantart.com

8. Conduct

You agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this Service or servers or networks connected to this Service, or to disobey any requirements, procedures, policies or regulations of networks connected to this Service; or provide any information to DeviantArt that is false or misleading, that attempts to hide your identity or that you do not have the right to disclose. DeviantArt does not endorse any content placed on the Service by third parties or any opinions or advice contained in such content. You agree to defend, indemnify, and hold harmless DeviantArt, its officers, directors, employees and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and expert fees, arising out of or in any way connected with your access to or use of the Services, or your violation of these Terms.

9. Disclaimer of Warranty and Limitation of Liability

DEVIANTART MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED AS TO THE OPERATION OF THE SERVICE, OR THE CONTENT OR PRODUCTS, PROVIDED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. DEVIANTART DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. DEVIANTART MAKES NO WARRANTY AS TO THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE. YOU SPECIFICALLY ACKNOWLEDGE THAT DEVIANTART IS NOT LIABLE FOR YOUR DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, OR SUCH CONDUCT BY THIRD PARTIES, AND YOU EXPRESSLY ASSUME ALL RISKS AND RESPONSIBILITY FOR DAMAGES AND LOSSES ARISING FROM SUCH CONDUCT. EXCEPT FOR THE EXPRESS, LIMITED REMEDIES PROVIDED HEREIN, AND TO THE FULLEST EXTENT ALLOWED BY LAW, DEVIANTART SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF DEVIANTART HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON CERTAIN WARRANTIES OR DAMAGES. THEREFORE, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL DEVIANTART'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO DEVIANTART PURSUANT TO THIS AGREEMENT.

10. Amendment of the Terms

We reserve the right to amend these Terms from time to time in our sole discretion. If you have registered as a member, we may notify you of any material changes to these Terms (and the effective date of such changes) by sending a notification on the Site. In addition, we will post the revised terms on the Site. If you continue to use the Service after the effective date of the revised Terms, you will be deemed to have accepted those changes. If you do not agree to the revised Terms, your sole remedy shall be to discontinue using the Service.

11. General

These Terms constitute the entire agreement between DeviantArt and you with respect to your use of the Service. DeviantArt's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision. If a court should find that one or more provisions contained in these Terms is invalid, you agree that the remainder of the Terms shall be enforceable. DeviantArt shall have the right to assign its rights and/or delegate its obligations under these Terms, in whole or in part, to any person or business entity. You may not assign your rights or delegate your obligations under these Terms without the prior written consent of DeviantArt. These Terms shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts of the State of California.

12. Comments

If you have any comments or questions about the Service please contact us by email at help@deviantart.com.

Section II: Additional Terms

13. Registration

To register as a member of the Service or purchase products, you must be 13 years or lawfully permitted to enter into and form contracts under applicable law. In no event may minors submit Content to the Service. You agree that the information that you provide to us upon registration, at the time of purchase, and at all other times will be true, accurate, current and complete. You also agree that you will ensure that this information is kept accurate and up to date at all times. This is especially important with respect to your email address, since that is the primary way in which we will communicate with you about your account and your orders.

14. Password

When you register as a member you will be asked to provide a password. You are responsible for safeguarding the password and you agree not to disclose your password to any third party. You agree that you shall be solely responsible for any activities or actions under your password, whether or not you have authorized such activities or actions. You shall immediately notify DeviantArt of any unauthorized use of your password.

15. Submitting Content

Chat Rooms and Forums - As a registered member of the Service, you will be granted the privilege of participating in chat rooms and forums on the DeviantArt website as part of the Service, which means you may post Your Content in the form of text for display in these areas of the DeviantArt website, subject to your compliance with the Terms.

Artist Materials - As a registered member of the Service, you will also be granted the privilege of submitting certain types of Your Content, known as "Artist Materials," for display on your user page. Prior to submitting Artist Materials, you must accept the additional terms and conditions of the [Submission Policy](#), which is incorporated into, and forms a part of, the Terms.

16. Copyright in Your Content

DeviantArt does not claim ownership rights in Your Content. For the sole purpose of enabling us to make your Content available through the Service, you grant to DeviantArt a non-exclusive, royalty-free license to reproduce, distribute, re-format, store, prepare derivative works based on, and publicly display and perform Your Content. **Please note that when you upload Content, third parties will be able to copy, distribute and display your Content using readily available tools on their computers for this purpose although other than by linking to your Content on DeviantArt any use by a third party of your Content could violate paragraph 4 of these Terms and Conditions unless the third party receives permission from you by license.**

17. Monitoring Content

DeviantArt has no ability to control the Content you may upload, post or otherwise transmit using the Service and does not have any obligation to monitor such Content for any purpose. You acknowledge that you are solely responsible for all Content and material you upload, post or otherwise transmit using the Service.

18. Storage Policy

At this time, DeviantArt provides free online storage of Your Content to registered members of the Service. However, you acknowledge and agree that DeviantArt may, at its option, establish limits concerning your use of the Service, including without limitation the maximum number of days that Your

Content will be retained by the Service, the maximum size of any Content files that may be stored on the Service, the maximum disk space that will be allotted to you for the storage of Content on DeviantArt's servers. Furthermore, you acknowledge that DeviantArt reserves the right to terminate or suspend accounts that are inactive, in DeviantArt's sole discretion, for an extended period of time (thus deleting or suspending access to your Content). Without limiting the generality of Section 9, DeviantArt shall have no responsibility or liability for the deletion or failure to store any Content maintained on the Service and you are solely responsible for creating back-ups of Your Content. You further acknowledge that DeviantArt reserves the right to modify its storage policies from time to time, with or without notice to you.

19. Conduct

You agree to be subject to and to conduct yourself in accordance with the DeviantArt [Etiquette Policy](#). You are responsible for all of Your Content you upload, download, and otherwise copy, distribute and display using the Service. You must have the legal right to copy, distribute and display all parts of any content that you upload, download and otherwise copy, distribute and display. Content provided to you by others, or made available through websites, magazines, books and other sources, are protected by copyright and should not be uploaded, downloaded, or otherwise copied, distributed or displayed without the consent of the copyright owner or as otherwise permitted by law. Please refer to DeviantArt's [Copyright Policy](#) for further details.

You agree not to use the Service:

1. for any unlawful purposes;
2. to upload, post, or otherwise transmit any public and shared content (content which you offer for free) that is pornographic, obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
3. to upload, post, or otherwise transmit any subscription or paid content featuring pornographic material of real people, which offers sexual services, which glorifies sexual violence, fringe sexual fetish creations, fetish creations that are hard to distinguish from non-consensual sex, or that is obscene, offensive, blasphemous, unlawful, threatening, menacing, abusive, harmful, an invasion of privacy or publicity rights, defamatory, libelous, vulgar, illegal or otherwise objectionable;
4. to harm minors in any way, including, but not limited to, uploading, posting, or otherwise transmitting content that violates child pornography laws, child sexual exploitation laws or laws prohibiting the depiction of minors engaged in sexual conduct, or submitting any personally

identifiable information about any child under the age of 13;

5. to forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
6. to upload, post, or otherwise transmit any material which is likely to cause harm to DeviantArt or anyone else's computer systems, including but not limited to that which contains any virus, code, worm, data or other files or programs designed to damage or allow unauthorized access to the Service which may cause any defect, error, malfunction or corruption to the Service;
7. for any commercial purpose, except as expressly permitted under these Terms;
8. to sell access to the Service on any other website or to use the Service on another website for the primary purpose of gaining advertising or subscription revenue other than a personal blog or social network where the primary purpose is to display content from DeviantArt by hyperlink and not to compete with DeviantArt.

19A. Commercial Activities

Commercial activities mean the offering, solicitation or sale of goods or services by anyone other than DeviantArt. Commercial activities with respect to the arts are permitted for registered members acting as individuals, for small corporations or partnerships engaged primarily in art-related activities in which one or more of the principals is a registered member or for those seeking to retain the services or works of a registered member. Commercial activities in the form of paid advertising on the Service are subject to the terms and conditions relating to the purchase of such advertising. No other commercial activities are permitted on or through the Service without DeviantArt's written approval. Any interactions with members of the Service with respect to commercial activities including payment for and delivery of goods and/or services and any terms related to the commercial activities including conditions, warranties or representations and so forth are solely between you and the other member. Paragraph 9, above, of these Terms of Service specifically applies with respect to commercial activities.

19B. Groups

As a registered member of the Service, you will also be able to participate as an administrator or member of a "Group" which is a set of user pages and applications formed for the purpose of collecting content, discussions and organizing members of the site with common interests. Further information about Groups can be found in our Etiquette Policy.

1. You agree to participate in a Group on the basis of its own rules consistent

with these Terms of Service, the conduct set out in paragraph 19, above, and such other rules created by us for Groups from time to time including with respect to the use of Groups for commercial activities.

2. As an administrator or participant in a Group you acquire no ownership rights over the Group, the Group applications provided by us or over the right to conduct the activities of the Group.
3. Any Content or Artists Materials submitted to a Group remain, as between the Group and the user submitting such content, the property of the person who submitted the content.
4. Groups are managed by registered members of the Service and not by us. We are not responsible for the conduct of Group participants or administrators and will not interfere with the management or society of any specific Group or the rules it establishes for itself as long as they are consistent with these Terms of Service and our policies.
5. Groups may not be used to collect personal data about participants in Groups without the participant's express permission.
6. The Group application permits us to take appropriate action should intervention become necessary as a result of a violation of the Terms of Service or of any other of our policies. We can remove a Group and the Group's privileges at any time at our discretion.
7. The use in a Group name of trademarks or distinctive trade names of properties, goods or services is subject to objections from the owner of the marks and names. DeviantArt will respond to such objections by requiring an appropriate change in the name of the Group. The use of trademarks and trade names in Group names otherwise must be descriptive of Group activity or purpose. To avoid confusion and animosity, Groups wishing to name themselves after trademarked properties must include a further description in its name of the type of Group it expects to be such as "Master Photoshop Tutorials" instead of simply "Photoshop."

20. Suspension and Termination of Access and Membership

You agree that DeviantArt may at any time, and without notice, suspend or terminate any part of the Service, or refuse to fulfill any order, or any part of any order or terminate your membership and delete any Content stored on the DeviantArt Site, in DeviantArt's sole discretion, if you fail to comply with the Terms or applicable law.

21. Product Purchases from the DeviantArt Shop

DeviantArt users may make certain products available for purchase through the

[DeviantArt Shop](#). For example, you may have the opportunity to purchase or commission "Digital Artwork" that a registered member has listed for sale through the Shop.

All payments are to be made in US dollars and prices are subject to change at any time.

Any purchase made via the Shop is between the user and the purchaser only. DeviantArt only provides the platform in which such purchase is available, but in any event will not be responsible for the purchased item, its quality, terms, price etc.

Before making a purchase, we advise you to review the listing and specifications to make sure they fit your needs and are acceptable by you.

22. Cryptocurrency

DeviantArt enables cryptocurrency payments and earnings withdrawals via a Third Party Software blockchain/cryptocurrency payment processor ("**Cryptocurrency Payment Services**").

You acknowledge and agree that regardless of the manner in which such Cryptocurrency Payment Services may be offered to you, DeviantArt merely acts as an intermediary platform between you and the applicable Cryptocurrency Payment Services provider, and shall not be in any way responsible or liable with respect to any services provided by such Cryptocurrency Payment Services provider.

Any and all use of Cryptocurrency Payment Services shall be done solely at your own risk and responsibility, and may be subject to certain legal and financial terms which govern Cryptocurrency Payment Services, which you are encouraged to review and understand before using such services. Additionally, the use of Cryptocurrency Payment Services is subject to the applicable terms of use of the Cryptocurrency Payment Services provider, including but not limited to the lists of prohibited items and businesses not supported by such provider. In the case of BitPay, your use of Cryptocurrency Payment Services is subject to BitPay's [terms of use](#). Each Cryptocurrency Payment Services provider may support different cryptocurrencies, however DeviantArt has full discretion regarding which cryptocurrencies will be available through the Cryptocurrency Payment Services on the DeviantArt platform. Please avoid paying in unsupported cryptocurrencies, as doing so may result in loss of funds.

While we hope to avoid such instances, DeviantArt may, at any time and at its sole discretion, suspend, disable access to or remove Cryptocurrency Payment Services without any liability to you or to any third party.

You assume the volatility risk of the cryptocurrencies in which cryptocurrency

transactions occur.

Any refunds of cryptocurrency transactions are subject to DeviantArt's sole discretion.

Services Fees

Your use of Cryptocurrency Payment Services is subject to certain fees and exchange rates ("**Service Fees**"), which may be modified from time to time. For more information, see [here](#). The Service Fees shall be deducted from your DeviantArt Earnings Account. All Service Fees are non-refundable.

Certain transactions (e.g., underpayment and overpayment of cryptocurrency transactions) may be subject to additional fees by the Cryptocurrency Payment Services provider. In the case of BitPay, please refer to the following [article](#) for additional information.

23. DeviantArt Protect

DeviantArt enables you to use its DeviantArt Protect service (for qualifying images stored in Sta.sh or qualifying images submitted as deviations), in order to detect potential infringements of your images that you submitted or uploaded in the ways specified below. By using DeviantArt Protect, you agree and acknowledge the following:

1. The DeviantArt Protect service is limited to detecting potentially similar or near-identical images to your images identified on DeviantArt or various blockchains (for more details on the specific platforms scanned, see our [updated list](#)). There might be other similar images that we will not detect, and therefore, we encourage you to keep track of existing works on different platforms.
2. To use DeviantArt Protect, you will need to open an account with DeviantArt, and agree to these terms and to the DeviantArt [general privacy policy](#).
3. For images eligible for the DeviantArt Protect service, when a potential infringement is identified, we will send you a notice via email or via platform notification, of any potential similar image found. Upon receiving such a notice, you may choose if you wish to take action regarding such images or not (for example, by filing a DMCA takedown notice).
4. We will not cause or initiate any legal procedures with respect to the similar images. If you believe that one of our results is infringing upon your image, we encourage you to enter the relevant platform, and submit a takedown notice independently. DeviantArt will not be responsible, in any event, for such procedures. All results are indicating some similarity, but in no event will we determine or suggest if such work is indeed

infringing or not.

5. DeviantArt Protect for images uploaded to Sta.sh:

You can upload up to 10 images and up to 2GB for free coverage by the DeviantArt Protect service. To receive coverage of the DeviantArt Protect service for any additional images, you will need to upgrade for a relevant Core Membership. Find out more about our membership, pricing, storage and plans [here](#).

6. DeviantArt Protect for images published on DeviantArt as deviations:

For Core Members, we provide the DeviantArt Protect service for all images published as deviations. For non-Core users, we offer the DeviantArt Protect service for 90 days as of the day when the image was submitted as a deviation.

24. Data Scraping & Machine Learning Activities

DeviantArt is a community of creators that invests significant time and resources to protect its users and foster a cooperative and collaborative environment. Out of respect for its users' choices, DeviantArt has developed clear directives to communicate when its users do not consent to their Content being downloaded and used by third parties for the purposes of developing or operating artificial intelligence or other machine learning systems ("Artificial Intelligence Purposes"). Unless you actively give your consent, for Artificial Intelligence Purposes, DeviantArt will include a robots meta tag with the "noai" or "noimageai" directive in the head section of the HTML page associated with that Content on the Site, and will include an X-Robots-Tag HTTP response header with the "noai" directive when media files associated with that Content are downloaded from the Service. DeviantArt encourages adoption of these directives across other creative platforms, so that creators are able to share their artistic creations with online audiences without fear of losing control of their own works.

DeviantArt expects all users accessing the Service or the Site to respect creators' choices about the acceptable use of their Content, including for Artificial Intelligence Purposes. When a DeviantArt user does not consent to third party use of their Content for Artificial Intelligence Purposes, other users of the Service and third parties accessing the Site are prohibited from using such Content (labeled as "noai" and/or "noimageai") (i) to train an artificial intelligence system, (ii) as input into any previously trained artificial intelligence system, or (iii) to make available any derivative copy unless usage of that copy is subject to conditions at least as restrictive as those set out here. Automated systems or users that fail to respect these choices will be considered to have breached these Terms.

DeviantArt provides no guarantees that "noai" or "noimageai" directives will be present each time Content is accessed, even if the creator does not consent to

use of that Content for Artificial Intelligence Purposes; and absence of such directives does not imply creator consent has been granted.

Users acknowledge that by uploading Content to DeviantArt, third-parties may scrape or otherwise use their works without permission. DeviantArt provides no guarantees that third parties will not include certain Content in external data sources, or otherwise use a creator's work for Artificial Intelligence Purposes, even when such directives are present. By prohibiting such conduct, DeviantArt makes no guarantees that it will pursue each unauthorized use of the Service, and the owners of the works are responsible for policing their own works to the extent permitted by law.

EXHIBIT N

(DeviantArt Privacy Policy
(Jan. 11, 2023))

DeviantArt, Inc. Privacy Policy

Policy last updated: January 12, 2021

DeviantArt respects your privacy and is fully committed to protect your personal information and use it properly and in compliance with data privacy laws.

This Privacy Policy applies to our web sites, including www.deviantart.com, sta.sh, and our DeviantArt mobile applications (collectively, the "**DeviantArt Sites**" or "**Sites**"). This Privacy Policy explains what information we (together with our affiliated companies worldwide) collect and use pertaining to each of our Account holders and non-Account holders (such as Site visitors) through the Sites, how we use that information, and what choices you have with respect to the information we collect about you. The Sites and our services available via the Sites are collectively called the "**Services**".

Please take a few moments to read this Privacy Policy **before you access or use the Services**. By using or accessing the DeviantArt Sites, you acknowledge that you have read and fully understood this Privacy Policy and our Terms of Service and that they both apply to your use of the Services. If you do not read and fully understand this Privacy Policy, please do not use the Sites or Services. This Privacy Policy is not intended to override the terms of any contract you have with us, nor any rights you might have under applicable data privacy laws. Where you have read this policy but would like further clarification, please contact us at help@deviantart.com.

1. What information do we collect?

To provide you the Services, we may collect personal information relating to an identified or identifiable natural person ("**Information**").

We collect Information in order to provide, operate and improve our Sites and Services, to administer your use of the Site or Services (including your Account, as defined below), and to enable you to enjoy and easily navigate our Site and Services. Additionally, we collect your information, among other reasons stated below, to provide you with ongoing customer assistance and technical support, and to enhance our data security and fraud prevention capabilities.

1.1. Information you provide us:

When you register for our Services and create a DeviantArt account via the DeviantArt Sites (an "**Account**"), when you register for special services (e.g., the Print Program, Premium Content), sign up for e-mail newsletters and purchase

products or services, information you include in your communications with us, we collect certain information such as your name, age/ date of birth, postal address, telephone number, e-mail address, details regarding connected third-party accounts (such as the e-mail or username for a connected PayPal, Google or Facebook account), credit card information (if you use certain of our features and services).

If you create your Account using your login credentials from a third party site or service, we'll be able to access and collect your name and email address and other data that your privacy settings on that third party site or service permit us to access but we don't receive or store passwords for those third party sites and services.

Your Address Book. We may ask users for access to the address books on their mobile devices, so that we may connect Account holders, however we will not access your address book without your permission to do so.

1.2. Information collected through your use of the Site or Services.

When you are visiting or using our Site or Services, including when you browse the Site or a User Account, edit your Account and upload information and content, and/or download and use any Site feature or services, we are aware of it and will usually gather, collect and record such uses, sessions and related information, either independently or with the help of third-party services as detailed herein, including through the use of "cookies" and other tracking technologies, as further detailed in section 5, below.

Our servers automatically collect and record certain information about how a person uses our Services (we refer to this information as "Log Data"), for both Account holders and non-Account holders (such as Site visitors) (both will be referred to as a "User"). Log Data may include information such as a User's Internet Protocol (IP) address, mobile device identifier, browser type, operating system, the pages or features of our Services to which a User browsed and the time spent on those pages or features, search terms, the links on our Services on which a User clicked, the friends of Account holders who also use the Services, purchases made by the User, how often Users click on our advertisements, which files are downloaded most frequently, and which areas of our Site are the most popular and other statistics. We also collect certain information that your mobile device sends when you use our Services, including user settings, the operating system, as well as information about your use of our Services. We use this information to administer the Services and we analyze (and may engage third parties to analyze) this information to further develop, improve and enhance the Services by expanding their features and functionality and tailoring them to our Users' needs and preferences, and to make recommendations.

1.3. Information we collect from other sources

If you create your Account using your login credentials from a third party site or service, we'll be able to access and collect your name and email address and other data that your privacy settings on that third party site or service permits us to access but we never receive or store passwords for those third party sites and services. We cannot delete or change any Information that is stored on third party sites and services.

In addition, We may receive information about you from third-party sources, such as (i) security providers, fraud detection and prevention providers to help us screen out Users associated with fraud, and (ii) advertising and marketing partners in order to monitor, manage and measure our ad campaigns.

2. How do we use such information?

2.1. We use your information for the following purposes: to provide and operate the Services; to enhance our data security and fraud prevention capabilities; To create aggregated statistical data and other aggregated and/or inferred information, which we may use to provide and improve our respective Services; to customize advertising and content available on the DeviantArt Sites, to send you service-related notices and promotional information about products and services that may be of interest to you and/or to conduct research for internal purposes; to help us in updating, expanding and analyzing our records to identify new Users; to facilitate, sponsor, and offer certain contests, events, and promotions, monitor performance, contact winners, and grant prizes and benefits; and to comply with any applicable laws and regulations.

2.2. We will only use your Information for the purposes set out in Section 2 where you give us your permission and/or we are satisfied that:

- a. our use of your Information is necessary to perform a contract or take steps to enter into a contract with you (e.g. to provide you with Services, to provide you with our customer assistance and technical support), or
- b. our use of your Information is necessary to comply with a relevant legal or regulatory obligation that we have, or
- c. our use of your Information is necessary to support legitimate interests that we have as a business (for example, to maintain and improve our Services by identifying user trends and the effectiveness of our promotional campaigns and identifying technical issues), provided it is conducted at all times in a way that is proportionate, and that respects your privacy rights

3. How we share your information?

We may share your information with service providers and others (or otherwise allow them access to it) in the following manners and instances:

3.1. *Third Party Service Providers:* We may share Information as well as aggregated information that we collect with third party service providers whose services and solutions complement, facilitate and enhance our own. These include but are not limited to hosting and server co-location services, communications and content delivery networks (CDNs), data and cyber security services, billing and payment processing services, fraud detection and prevention services, industry analysis, web analytics, e-mail distribution and monitoring services, session recording and remote access services, performance measurement, data optimisation and marketing services, content providers, and our legal and financial advisors (collectively, "**Third Party Services**")

3.1.1. We may share information with Third Party Services for a business purpose such as identifiers, commercial information and other categories as listed in Section 1.

3.2. *Information Disclosed for Our Protection and the Protection of Others.* Where permitted by local data protection laws, we will disclose Information when required by law or under the good-faith belief that such disclosure is necessary in order to conform to applicable law, comply with subpoenas, court orders or legal process served on DeviantArt, to establish or exercise our legal rights or defend against legal claims, and to protect the property or interests of DeviantArt, its agents and employees, personal safety, or the public. Under these circumstances, DeviantArt may be prohibited by law, court order or other legal process from providing notice of the disclosure, and DeviantArt reserves the right under those conditions not to provide notice in its sole discretion.

3.3. *Parent Companies, Subsidiaries and Affiliated Companies.* We may share Information internally within our family of companies, for the purposes described in this Privacy Policy. For example, we may share your Information with Wix.com Inc., our U.S.-based parent company, or Wix.com Ltd., our Israel based parent company, in the course of facilitating and providing you with our Site or Services. In addition, should we, Wix or any of its affiliates undergo any change in control, including by means of merger, acquisition or purchase of substantially all of its assets, your Information may be shared with the parties involved in such event.

3.4. *APIs.* We offer APIs for use by third parties to access various features of our Services and content on our Sites. Some APIs will be used by third parties to access and use your Information with the third parties' services however, your Information will not be accessed and used by a third party API user without your consent. We also offer APIs to some of our third party service providers to assist with provision of services to us, such as, but not limited to, credit card processing and shipping fulfillment services, and those third party API users will access and use your Information only in order to provide services to us for you, as noted above under "*Third Party Service Providers*".

3.5. *Information We Disclose with Your Consent or at Your Request.* We will share your Information with third-party websites or platforms, such as social networking sites, if you have expressly requested that we do so.

3.6. *Social Media Features and Framed Pages:* Our Services include certain Social Media features and widgets, such as the "Facebook Like" button, the "Share this" button or other interactive mini-programs ("Social Media Features"). These Social Media Features may collect information such as your IP address or which page you are visiting on our Sites, and may set a cookie to enable them to function properly. Social Media Features are either hosted by a third party or hosted directly on our Services. Your interactions with these third parties' Social Media Features are governed by their policies and not ours.

For the avoidance of doubt, we may share your Information in manners other than as described above, pursuant to your explicit approval, or if we are legally obligated to do so.

4. Where do we store your information?

4.1. Information of Account holders and non-Account holders may be maintained, processed and stored by us and our authorized affiliates and service providers in the United States of America, in Europe (including in Ukraine), in Israel, and in other jurisdictions as necessary for the proper delivery of our Services and/or as may be required by law (as further explained below).

4.1.1 Jobs Applicants Information will be maintained, processed and stored in the United States and Israel, in the applied position's location(s).

4.1.2. Our parent company, Wix.com Ltd. is based in Israel, which is considered by the European Commission to be offering an adequate level of protection for the Information of EU Member State residents.

4.1.3. Our affiliates and service providers that store or process your Information on our behalf are each contractually committed to keep it protected and secured, in accordance with industry standards and regardless of any lesser legal requirements which may apply in their jurisdiction.

4.2. Transfer of EU Personal data : If you are located in Europe, when we will transfer your Personal Information to the United States or anywhere outside Europe, we will make sure that (i) there is a level of protection deemed adequate by the European Commission or (ii) that the relevant Model Standard Contractual Clauses are in place. DeviantArt participates in and has certified its compliance with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all Information received from European Union (EU) member countries and Switzerland,

respectively, in reliance on the Privacy Shield Framework, to the Framework's applicable Principles. To learn more about the Privacy Shield Framework, visit the U.S. Department of Commerce's Privacy Shield List, <https://www.privacyshield.gov>.

5. Use of Cookies and Similar Technologies

5.1. A cookie is a small file of letters and numbers downloaded on to your computer when you access certain websites. In general, cookies allow a website to recognize a user's computer. The most important thing to know about cookies placed by DeviantArt is that they make our website a bit more user-friendly, for example, by remembering site preferences and language settings.

5.2. Cookies should be divided in two types:

5.2.1. "First-party cookies" - Cookies that are placed by DeviantArt

5.2.2. "Third-party cookies" - Cookies that are placed and used by Third Party Service Providers

5.3. We also use other technologies with similar functionality to cookies, such as web beacons, pixels, and tracking URLs, to obtain Log Data (as described in the Privacy Policy). For example, our email messages may contain web beacons and tracking URLs to determine whether you have opened a certain message or accessed a certain link.

5.4. Duration: Depending on their function, Cookies may have different durations. There are session cookies and persistent cookies:

5.4.1. Session cookies only last for your online session. It means that the browser deletes these cookies once you close your browser

5.4.2. Persistent cookies stay on your device after the browser has been closed and last for the period of time specified in the cookie

5.5. Categories: The cookies used on our website fall into one of four categories: Essential, Analytics, Functional and Marketing.

5.5.1. *Essential Cookies* let you move around the website and use essential features like secure and private areas.

5.5.2. *Analytics cookies* let us understand how you use our website (e.g. which pages you visit and if you experience any errors). These cookies are essential to us being able to enhance and maintain our platform.

5.5.3. *Functional cookies* are cookies used to remember choices users make to

improve their experience.

5.5.4. *Marketing cookies* are used to collect information about the impact of our marketing campaigns performed in other website on users and non-users. These cookies are only used on DeviantArt owned sites under *deviantart.com

Please check out the table below to receive information about the type, categories, purpose and duration of cookies placed by DeviantArt and Third Party Service Providers

Type	Name	Purpose	Duration	
Cookie	auth	Identify logged users	1 month	Essential
Cookie	auth_secure	Security	never	Essential
Cookie	userinfo	Identify logged users	1 month	Essential
Cookie	td	image grid sizing for SSR (eclipse)	session	Essential
Cookie	tw	image grid sizing for SSR (green site)	7 day	Essential
Cookie	hubtoken	websocket push messages	session	Essential
Cookie	tpc	Oauth login for stash	session	Essential
Cookie	vd	Used for Advertising	1 month	Marketing
Local Storage	chatDB	Allow chat feature	persistent	Essential
Local Storage	console_dapi_recent, console_recent	Recently used endpoints list in API developer console	persistent	Analytics
Local Storage	custombox.recent.colors	Remembers colors used in custom boxes	persistent	Functional
Local Storage	FilmQuality	Allow the use of player settings	persistent	Essential
Local Storage	statusUpdateSubmitCounter	Number of status updates submitted via eclipse	persistent	Functional
Local Storage	intents, intents_other	List of signup intents selected by user	persistent	Essential

Third Party Cookies:

Type	Name	Third party	Purpose	Duration	
Beacon and Cookie	_pxhd	PerimeterX (https://www.perimeterx.com/legal/privacy/)	Security	1 y	Essential
Beacon and Cookie	_ga, _gat, _gid, _utm*	Google Analytics(https://policies.google.com/privacy?hl=en-US)	Analytics	2y	Analytics

Type	Name	Third party	Purpose	Duration	
Beacon and Cookie	r/collect	Google Doubleclick Ads (through Google Analytics) https://policies.google.com/privacy?hl=en-US	Analytics	session	Marketing
Beacon and Cookie	large number, varies	Google Doubleclick Ads and other Ads networks https://policies.google.com/privacy?hl=en-US	Advertising	varies	Marketing
Beacon and Cookie	JSESSIONID	New Relic (https://newrelic.com/termsandconditions/privacy)	System Monitoring	session	Essential
Script and Cookie	TS#, XSRF-TOKEN	Wix.com https://www.wix.com/about/privacy	Security	session	Essential
Script and Cookie	frog.wix.com	Wix.com https://www.wix.com/about/privacy	Identify logged users	persistent	Essential
Script and Cookie	fed, fedops.logger.sessionId	Wix.com https://www.wix.com/about/privacy	System monitoring	persistent	Essential
Local Storage	debug, debugpanel-height, debugpanel-tab, debugpanel-visible	Wix.com https://www.wix.com/about/privacy	System Monitoring	persistent	Essential
Local Storage	firebase:host:wix-engage-visitors-prod-27.firebaseio.com	Wix.com	Allow the Chat feature	persistent	Essential

Your Choices

You can change your cookie settings by clicking this [link](#).

Alternatively, it is also possible to stop your browser from accepting cookies altogether by changing your browser's cookie settings. You can usually find these settings in the "options" or "preferences" menu of your browser.

Please note that deleting our cookies or disabling future cookies or tracking technologies may prevent you from accessing certain areas or features of our Services or may otherwise adversely affect your user experience.

6. Communications:

6.1. Promotional Messages: We may use your Information to send you promotional content and messages by e-mail, text messages, notifications within our platform, marketing calls and similar forms of communication from DeviantArt or our partners (acting on our behalf) through such means. If you do not wish to receive such promotional messages or calls, you may notify DeviantArt at any time or follow the "unsubscribe" or STOP instructions

contained in the promotional communications you receive.

6.2. Service and Billing Messages: We may also contact you with important information regarding our Services, or your use thereof. For example, we may send you a notice (through any of the means available to us) if a certain Service is temporarily suspended for maintenance; reply to your support ticket or e-mail; send you reminders or warnings regarding upcoming or late payments for your current or upcoming subscriptions; forward abuse complaints regarding your Account; or notify you of material changes in our Services.

It is important that you are always able to receive such messages. For this reason, you are not be able to opt-out of receiving such Service and Billing Messages unless you are no longer a DeviantArt User (which can be done by deactivating your Account).

7. Your rights in relation to your information

7.1. It is imperative that you will have control over your Information. That is the reason why we are taking reasonable steps in order to enable you to access, receive a copy of, update, amend, delete, or limit the use of your Information.

7.2. We may ask you for additional information to confirm your identity and for security purposes, before disclosing the requested data to you. We reserve the right to charge a fee where permitted by law, for instance if your request is manifestly unfounded or excessive.

7.3. You have the right to lodge a complaint with your local supervisory authority for data protection (but we still recommend you to contact us first).

7.4. For all DeviantArt Users, if you may review and amend your Information by logging in and navigating to your [Settings page](#) on the website. Once there, you may modify information that is incorrect and delete certain information from your profile. You can also change your permission settings for us to send you e-mail newsletters.

7.5. For all DeviantArt Users, if you wish to **retrieve your DeviantArt Account data** or **permanently delete your DeviantArt data**, please follow the instructions provided in the following article: <https://www.deviantart.com/settings/gdpr/>.

7.6. In addition, feel free to contact us online, or mail your request (see [Section 15](#)). We will make all reasonable efforts to honor your request promptly (unless we require further information from you in order to fulfil your request), subject to legal and other permissible considerations.

7.6.1. Please note that permanently deleting your Account erases all of your information from our databases. After completing this process, you can no

longer use any of your Services, your Account and all its data will be removed permanently, and we will not be able to restore your Account or retrieve your data in the future. If you contact DeviantArt Support in the future, the system will not recognize your Account and support agents will not be able to locate the deleted Account.

8. Additional Information for California residents

8.1. If you are a California resident using the Services, the California Consumer Privacy Act ("CCPA ") may provide you the right to request access to and deletion of your information.

8.2. In order to exercise the right to request access to and deletion of your Information, please see the information on the section 7, above.

8.3. DeviantArt does **not** sell user Information to third parties for the intents and purposes of the CCPA.

8.4. Users of the Services who are California residents and under 18 years of age may request and obtain removal of content they posted by emailing us at <help@deviantart.com>. All requests must be labeled "California Removal Request " on the email subject line. All requests must provide a description of the content you want removed and information reasonably sufficient to permit us to locate that content. We do not accept California Removal Requests via postal mail, telephone, or facsimile. We are not responsible for notices that are not labeled or sent properly, and we may not be able to respond if you do not provide adequate information. Please note that your request does not ensure complete or comprehensive removal of the material. For example, materials that you have posted may be republished or reposted by another user or third party.

9. Data Retention

We may retain your Information for as long as your Account is active, as indicated in this Privacy Policy or as otherwise needed to provide you with our Services.

We may continue to retain such Information even after you deactivate your Account and/or cease to use any particular Services, as reasonably necessary to comply with our legal obligations, to resolve disputes regarding our Users, prevent fraud and abuse, enforce our agreements and/or protect our legitimate interests. Where your Information is no longer required, we will ensure it is

securely deleted.

10. Security

10.1. We have implemented security measures designed to protect the Information you share with us, including physical, electronic and procedural measures. Among other things, we offer HTTPS secure access to most areas on our Services; the transmission of sensitive payment information (such as a credit card number) through our designated purchase forms is protected by an industry standard SSL/TLS encrypted connection; and we regularly maintain a PCI DSS (Payment Card Industry Data Security Standards) certification. We also regularly monitor our systems for possible vulnerabilities and attacks, and regularly seek new ways and Third Party Services for further enhancing the security of our Services and protection of our visitors' and Users' privacy.

10.2. Regardless of the measures and efforts taken by us, we cannot and do not guarantee the absolute protection and security of your Information, or any other content you upload, publish or otherwise share with us or anyone else. We therefore encourage you to set strong passwords for your User Account, and avoid providing us or anyone with any sensitive information which you believe its disclosure could cause you substantial or irreparable harm.

10.3. If you have any questions regarding the security of our Services, you are more than welcome to contact us at security-report@deviantart.com.

11. Third-Party Websites

Our Services may contain links to other websites or services. We are not responsible for such websites' or services' privacy practices. We encourage you to be aware when you leave our Services and to read the privacy statements of each and every website and service you visit before providing your information. This Privacy Policy does not apply to such linked third party websites and services which are subject only to the third party policies.

12. Your Profile Page

12.1. Please note that when you create an Account, your profile page will display your Account user name and certain statistics regarding your own use of the Services, including but not limited to, the date you became an Account holder, the categories of materials you posted and how long ago you last visited the Sites. It will also display information about the Account holders who visit your profile page including the names of those Account holders who follow you

(if the Account holder has permitted such display), and the number of visitors to, and views of your profile page or pages containing content you have submitted.

12.2. Any information or content that you post to your profile page, or to any Groups which you are a part of, chat rooms or forums will be publicly accessible by Users so please exercise your good judgment before you post. The name you choose when creating your Account is visible to all Users of the Services. If you visit another Account holder's profile page, your user name will appear on that page. DeviantArt does not control, and is not responsible for, the use of any information or content that you have exposed to the public through your use of the Services. You may use the tools we make available via the Services to make decisions about what information about you, including Information, will be visible on your profile page and on the profile pages of other Account holders that you visit. Please note accounts can be created either by individuals or companies. Note that in some cases, we may not be able to remove your Information from such areas.

13. Questions and Complaints

13.1. If you have any questions or concerns about our collection, use or disclosure of information, or if you believe that we have not complied with this Privacy Policy or applicable data protection laws, please contact us – our details are set out at the end of this Privacy Policy.

13.2. Our Data Protection Officer team will investigate the complaint and determine whether a breach has occurred and what action, if any, to take. We take every privacy complaint seriously and will make all reasonable efforts to resolve your complaint promptly and in accordance with applicable law.

14. Updates and Interpretation

14.1. We may update this Privacy Policy as required by applicable law, and to reflect changes to our information collection, usage and storage practices. In relation to any updated Privacy Policy, we will, as required by applicable law, notify you, seek your consent and/or take any other measures. We encourage you to periodically review this page for the latest information on our privacy practices.

14.2. Any heading, caption or section title contained herein, and any explanation is provided only for convenience, and in no way defines or explains any section or provision hereof, or legally binds any of us in any way

15. Contacting Us

If you have questions about this Privacy Policy or our policies or wish to exercise any of your rights as described, please contact our DPO team at:

DeviantArt, Inc.

7111 Santa Monica Blvd, Ste B, PO Box 230
West Hollywood, CA 90046
Email: help@deviantart.com

For the purposes of GDPR (Article 27), you may contact our EU representative at:

Wix Online Platforms Limited
1 Grant's Row
Dublin 2 D02HX96, Ireland

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of California

Sarah Andersen, an individual;
Kelly McKernan, an individual;
Karla Ortiz, an individual;
H. Southworth pka Hawke Southworth, an individual;
Grzegorz Rutkowski, an individual;
Gregory Manchess, an individual;
Gerald Brom, an individual;
Jingna Zhang, an individual;
Julia Kaye, an individual;
Adam Ellis, an individual;

Plaintiff(s)

v.

Stability AI Ltd., a UK corporation;
Stability AI, Inc., a Delaware corporation;
DeviantArt, Inc., a Delaware corporation;
Midjourney, Inc., a Delaware corporation;
Runway AI, Inc., a Delaware corporation;

Defendant(s)

Civil Action No. 3:23-cv-00201-WHO

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Runway AI, Inc.
79 Walker St, Floor 5
New York, NY 10013

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Joseph R. Saveri (State Bar No. 130064)
JOSEPH SAVERI LAW FIRM, LLP 601
California Street, Suite 1000
San Francisco, California 94108

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. 3:23-cv-00201-WHO

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: