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13
                    UNITED STATES DISTRICT COURT
14   NORTHERN DISTRICT OF CALIFORNIA
                    SAN FRANCISCO DIVISION
15
   Sarah Andersen, an individual;   Case No. 3:23-cv-00201-WHO
16 Kelly McKernan, an individual;
   Karla Ortiz, an individual;
17 H. Southworth pka Hawke Southworth, an   **FIRST AMENDED COMPLAINT**
   individual;
18 Grzegorz Rutkowski, an individual;   **CLASS ACTION**
   Gregory Manchess, an individual;
19 Gerald Brom, an individual;   **DEMAND FOR JURY TRIAL**
   Jingna Zhang, an individual;
20 Julia Kaye, an individual;
   Adam Ellis, an individual;
21
22   Individual and Representative Plaintiffs,
23   v.
24 Stability AI Ltd., a UK corporation;
25 Stability AI, Inc., a Delaware corporation;
   DeviantArt, Inc., a Delaware corporation;
26 Midjourney, Inc., a Delaware corporation;
   Runway AI, Inc., a Delaware corporation;
27
                                    Defendants.
28

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

TABLE OF CONTENTS

Page(s)

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.

I. AI IMAGE PRODUCTS ARE TRAINED ON VAST NUMBERS OF COPYRIGHTED IMAGES WITHOUT CONSENT, CREDIT, OR COMPENSATION 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

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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]

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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

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

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

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

8.   Worst of all, the Defendants hold out their AI image products as being able to create substantially similar substitutes for the very works they were trained on—either specific training images, or images that imitate the trade dress of particular artists—including Plaintiffs. This is already damaging the market for Plaintiffs' artwork and labor, and the art market more broadly. Midjourney, for instance, has repeatedly promoted the use of artist names—including Plaintiffs' names—within text prompts as a means of getting better results. Runway, Stability, and Midjourney also encourage the use of images— including images made by Plaintiffs—as a means of prompting their AI image products. Recently, plaintiff Kelly McKernan was astonished to find that the top internet search
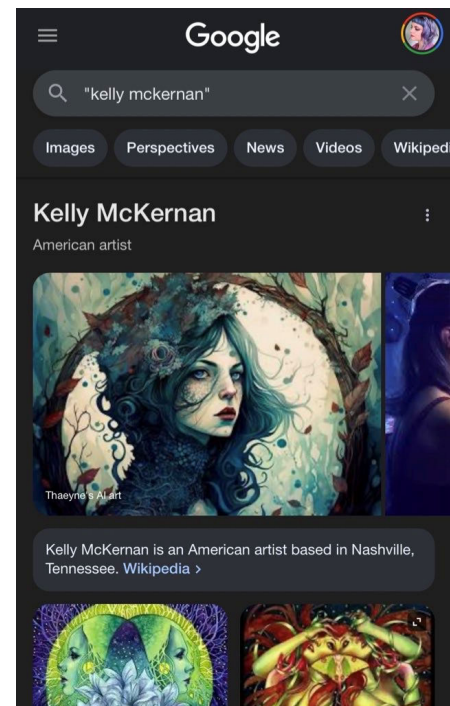
result for their name is now an AI-generated image made with Midjourney, prompted with Mx. McKernan's name.[3] Without intervention, this is the grim future that awaits many other artists.

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

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

II. JURISDICTION AND VENUE

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

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

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

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[3] https://thaeyne.com/2022/12/11/image-in-the-style-of-kelly-mckernan-1/

III.   PLAINTIFFS

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

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

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

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

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

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

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

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

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[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.

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

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

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

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

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

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

IV.   DEFENDANTS

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

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.

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.

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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.

"Midjourney Named Artist Class" under Rule 23(b)(3):

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

These "Class Definitions" specifically exclude the following person or entities:

a.   Any of the Defendants named herein;

b.   Any of the Defendants' co-conspirators;

c.   Any of Defendants' parent companies, subsidiaries, and affiliates;

d.   Any of Defendants' officers, directors, management, employees, subsidiaries, affiliates, or agents;

e.   All governmental entities; and

f.   The judges and chambers staff in this case, as well as any members of their immediate families.

B.   Numerosity

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

C.   Typicality

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

D.   Commonality & Predominance

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

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

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

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

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

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

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

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

E.   Adequacy

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

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

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

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

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

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

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

Ex. A at p. 62 (Plaintiff Zhang's personal website URL—lower-right corner):
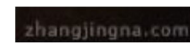
Ex. A at p. 79 (Plaintiff Ortiz's signature—lower-right corner):

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

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

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

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

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

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

VIII.   THE SOURCE OF THE TRAINING DATASETS: LAION

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

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

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

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

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

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

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

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[5] https://arxiv.org/abs/2111.02114
[6] https://github.com/rom1504/img2dataset

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

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

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

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

[7] https://discord.com/channels/662267976984297473/938713143759216720/954674533942591510
[8] https://twitter.com/EMostaque/status/1559332564787240962
[9] https://twitter.com/EMostaque/status/1629516125150011394
[10] https://arxiv.org/abs/2210.08402

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

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

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

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

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

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

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[11] https://github.com/rom1504/img2dataset

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

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

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

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

74.   Below is an image hosted on plaintiff Karla Ortiz's website:
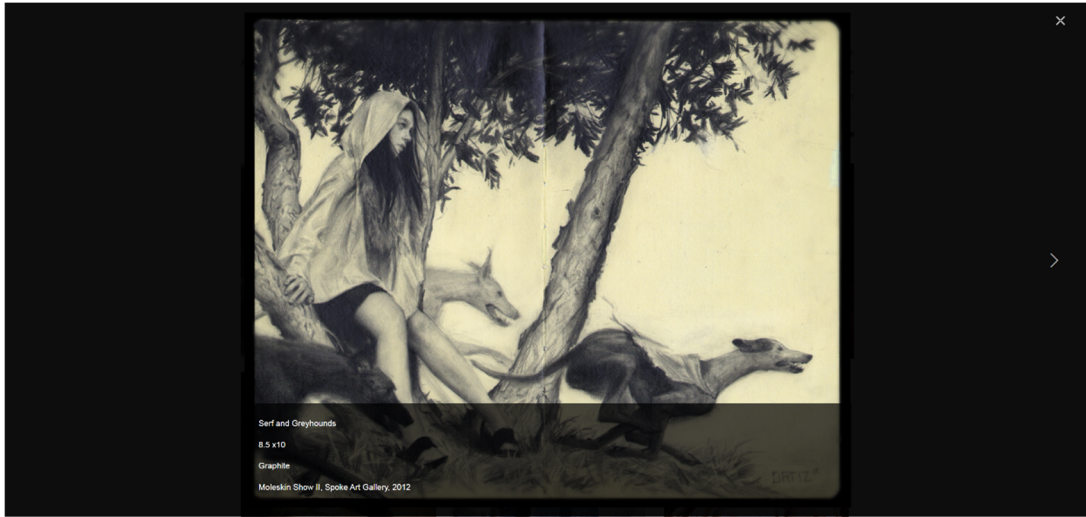
75.   A search of the LAION dataset for this image by Ms. Ortiz on https://rom1504.github.io/clip-retrieval/ may generate the below results:

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/v1/510a0982e4b08fd84ce45a43/135961436 9317-

FIRST AMENDED COMPLAINT

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://haveibeentrained.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:
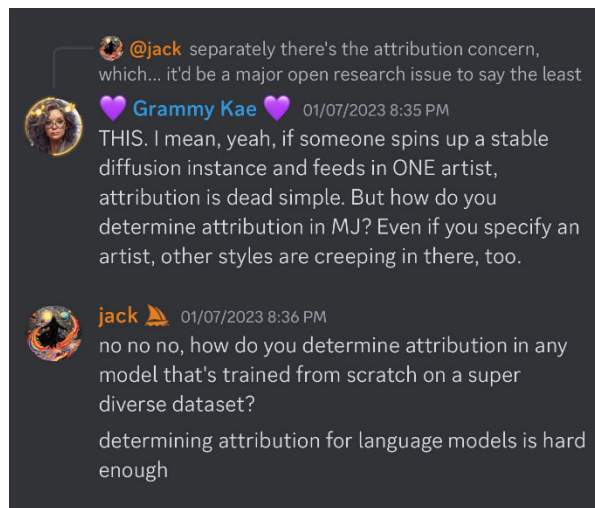
24   80.   Stability CEO Emad Mostaque has publicly acknowledged the importance of using

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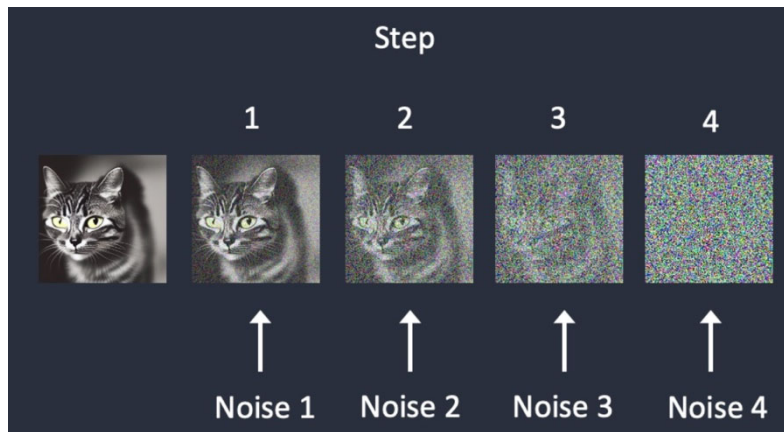
87.   The diagram also illustrates that many intermediate copies of a training image are necessarily made during the training process, with increasing amounts of noise added.

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 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.

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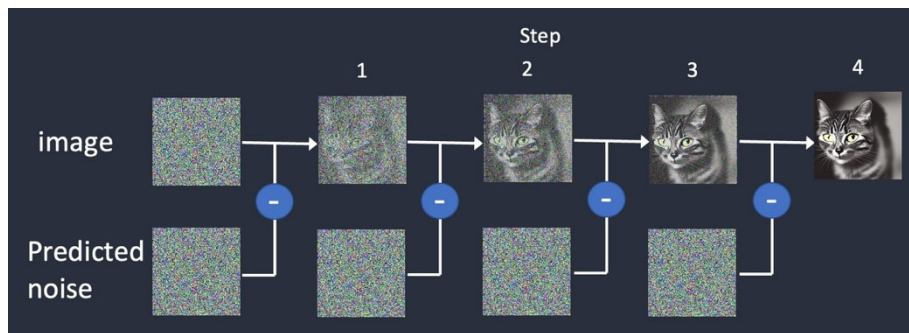
[17] Noising & denoising illustrations from https://stable-diffusion-art.com/how-stable-diffusion-work/#How_training_is_done

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

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

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

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

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[18] "Extracting Training Data from Diffusion Models," p. 12, available at https://arxiv.org/abs/2301.13188
[19] Available from https://arxiv.org/abs/2006.11239

94.
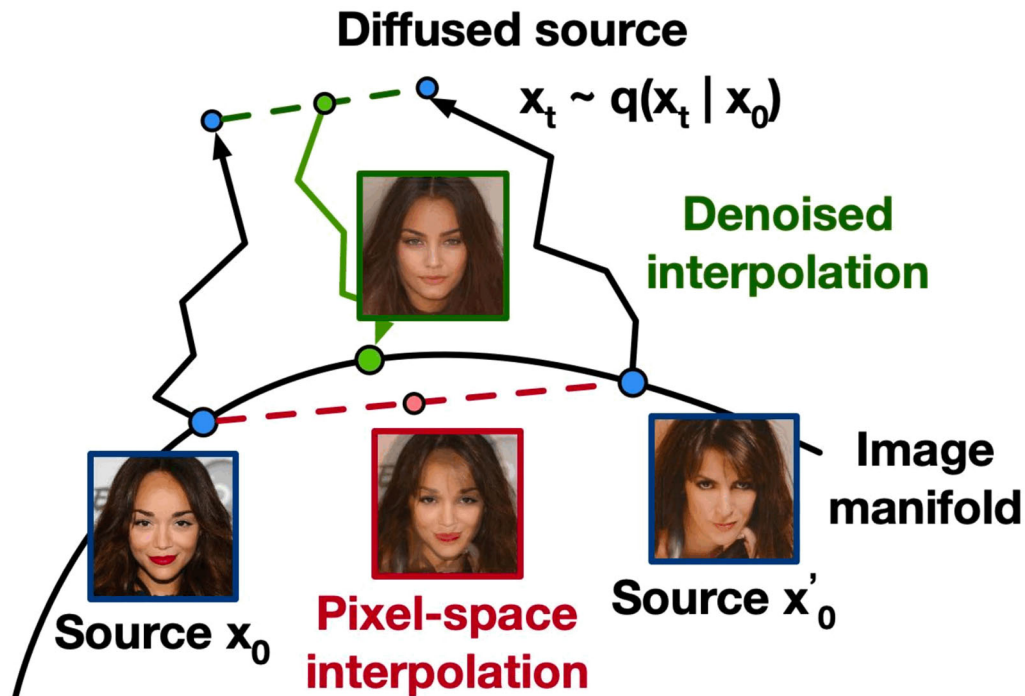
95.   In the diagram, two photos are being blended: the photo on the left labeled "Source x_0," and the photo on the right labeled "Source x'_0."

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:

FIRST AMENDED COMPLAINT

99.

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

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

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

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

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

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[20] https://arxiv.org/abs/2112.10752
[21] https://arxiv.org/abs/2103.00020

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

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

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

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

109.   Consistent with this behavior, a CLIP model that is exposed to training images with a certain artist's name in the caption—say, plaintiff Grzegorz Rutkowski—will learn to associate the work of Mr. Rutkowski with the caption "Grzegorz Rutkowski."

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

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

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

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

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

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

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

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

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

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

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

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

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

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[22] https://twitter.com/fchollet/status/1563153087514419206
[23] https://arxiv.org/abs/2311.13110

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

Yu Paper at 53.

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

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

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

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

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]

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[24] https://stability.ai/blog/stable-diffusion-public-release
[25] https://narrativespodcast.com/2022/09/19/112-emad-mostaque-ai-alignment-and-stable-diffusion/

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

126.   In February 2023, Mostaque said in a podcast interview: "We've created the **most efficient compression** in the world."[27]

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

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

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

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

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

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[26] https://www.youtube.com/watch?v=jgTv2W0mUP0
[27] https://sarahguo.com/blog/emadmostaque
[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.

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[30] https://twitter.com/fchollet/status/1600230516934209536

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

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

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

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

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

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[31] https://arxiv.org/abs/2305.08694

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

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

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

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

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

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

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

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[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):

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

14   Widder at 11.

15   148.   If one downloads the Stable Diffusion 2.0 model from Stability via GitHub,[34] one

16   does not get everything one needs to operate Stable Diffusion 2.0, let alone train a comparable

17   model from scratch. Rather, one gets a set of scripts (mostly written in Python) and configuration

18   files for generating images using a weights file (not included, some assembly required). A *weights*

19   file is a binary file that encodes all the information that the model captured during training by

20   copying protected expression from training images. An example of a Stable Diffusion weights file

21   is available at https://huggingface.co/stabilityai/stable-diffusion-2/blob/main/768-v-ema.ckpt.

22   This is a mass of binary data that is meaningful when accessed via the Stable Diffusion scripts,

23   but otherwise not intelligible to humans. In that way, the weights file has a status similar to that of

24   a videogame cartridge or DVD—it contains protected expression that can be perceived only with

25   the aid of a device (in this case, the accompanying software scripts), which can only be seen when

26   interacted with using the appropriate device, for example, a videogame console or a DVD player.

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[33] https://papers.ssrn.com/sol3/papers.cfm?abstract_id=4543807
[34] https://github.com/Stability-AI/stablediffusion

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

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

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

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

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

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

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

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

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

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[35] See "Greg Rutkowski Was Removed From Stable Diffusion, But AI Artists Brought Him Back,"
28   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

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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.

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

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

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

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

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

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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.

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

15   177.   What follows are examples from the current versions of AI image products offered

16 by Stability, Runway, and Midjourney (as of November 2023) showing the results of prompting

17 these AI image products with the works of certain Plaintiffs that appear in the LAION-5B dataset.

18   178.   These examples demonstrate an even more precise way of prompting an AI image

19 product: through image prompts. As explained above, systems based on CLIP-guided diffusion

20 use a CLIP model to convert each text prompt to a numerical descriptor called a CLIP

21 embedding, which in turn guides the diffusion process as the image emerges. When AI image

22 products were first released, users would provide a text prompt as input, which was converted

23 into a CLIP embedding.

24   179.   But a CLIP model can also produce a CLIP embedding from an image. Thus, an

25 image prompt for an AI image product works the same way as a text prompt, but with an image

26 rather than text as the initial user input that produces the CLIP embedding. The CLIP

27 embedding does not directly represent text or image data.

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180.   **Stability:** The first set of image-prompt examples were made with a Stability AI image product called Reimagine XL, released in May 2023. Reimagine XL is built atop the Stable Diffusion XL model that was also used for the text-prompt examples in the previous section. The difference is that Reimagine XL accepts image prompts rather than text prompts. As Stability explains[36] (emphasis added below)—

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

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

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

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

184.   On each page of this exhibit, the original training image is positioned in the upper left; the other three images are output images. In every case, the output images are not merely similar to the training image, but substantially similar—in some cases startlingly so. On 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

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[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]

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[37] https://discord.com/channels/662267976984297473/952771221915840552/1064031587735445546
[38] https://docs.midjourney.com/docs/image-prompts

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

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

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

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

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.

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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.

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

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

FIRST AMENDED COMPLAINT

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

199.   In this example (Ex. H at p. 12), the original image is on the left. Plaintiff Zhang's CMI in the form of the URL for her personal website is clearly visible in the bottom-left of the image. The Runway model generated visually similar copies, including the one depicted to the right, with Plaintiff Zhang's CMI removed.

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   _____

27   [39] https://weirdwonderfulai.art/resources/artist-styles-on-midjourney-v4/
     [40] https://weirdwonderfulai.art/resources/stable-diffusion-xl-sdxl-artist-study/
     [41]

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

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

XIV. DEFINITIONS FOR THE CAUSES OF ACTION

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

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

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

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

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

XV. CAUSES OF ACTION AGAINST STABILITY

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

1   training the model: LAION-5B and subsets 5B" (see https://huggingface.co/stabilityai/stable-

2   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.

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28 [42] See https://catalog.ngc.nvidia.com/orgs/nvidia/teams/ai-foundation/models/sdxl/overview

Case No. 3:23-cv-00201-WHO   53

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:

FIRST AMENDED COMPLAINT
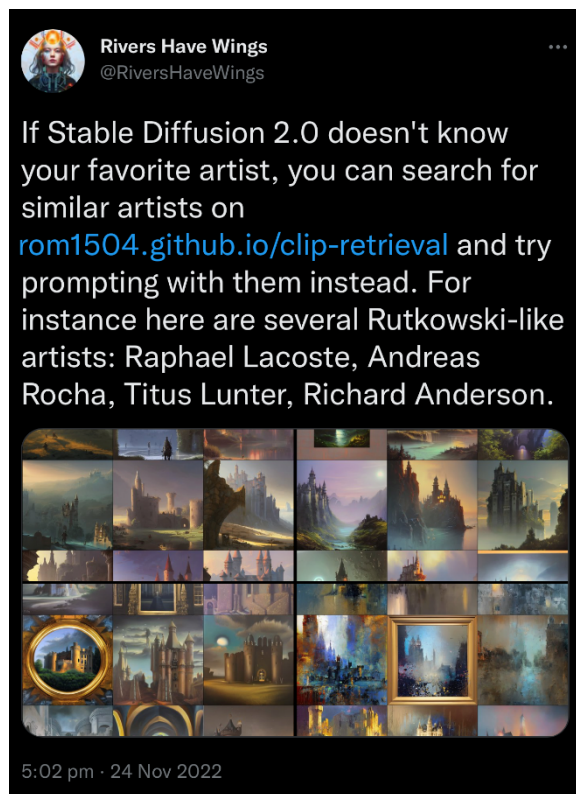
227.   Emad Mostaque, Stability's CEO retweeted Crowson's advice:
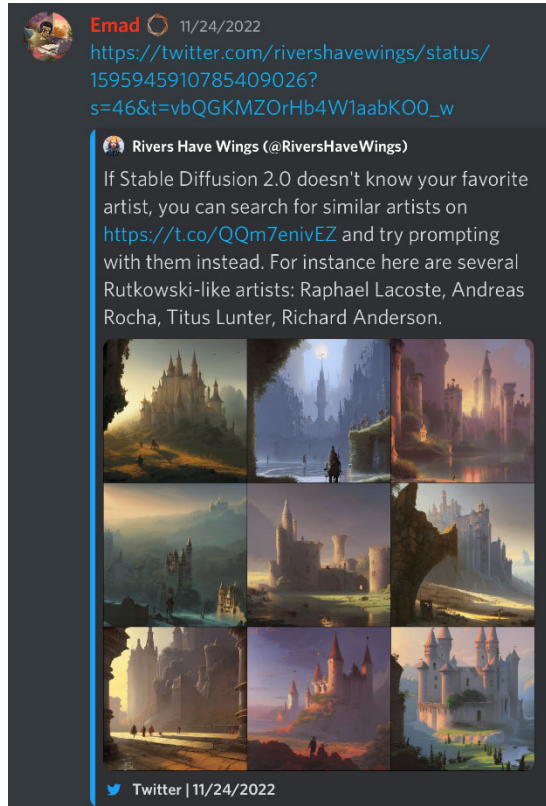
228.   Stability also maintains a Discord channel where executives routinely offered resources to users including encouragement to use artist names as prompts:
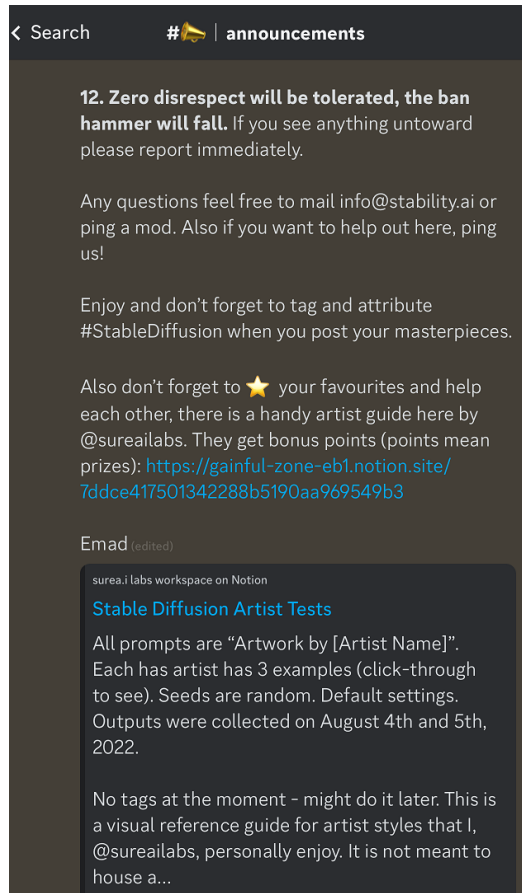
229. On information and belief, the other Stability Models exhibit the same properties, because they were trained on the same LAION-5B dataset.

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

FIRST AMENDED COMPLAINT

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.

27

28

COUNT FOUR

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

251.   The preceding factual allegations are incorporated by reference.

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

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

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

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

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

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

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

XVI.   CAUSES OF ACTION AGAINST MIDJOURNEY

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

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

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

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

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

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

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

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

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[43] Combining https://discord.com/channels/662267976984297473/938713143759216720/941972360171520001, https://discord.com/channels/662267976984297473/938713143759216720/941972890520272906, and https://discord.com/channels/662267976984297473/938713143759216720/941976464704802836
[44] https://discord.com/channels/662267976984297473/938713143759216720/941987328828768256
[45] https://docs.google.com/spreadsheets/d/1MEglfejpqgVcaf-I-cgZ5ngV_MlaOTeGXAoBPJO69FM/edit#gid=1096178862

open ones like laion."[46] In May 2022, Stability CEO Mostaque said "MidJourney is using a

LAION 400m based model … I just support MJ like many other labs/researchers in my nice

way."[47] In July 2022, a Midjourney-affiliated Discord moderator named Soar also confirmed that

Midjourney was "using a modified version of the LAION 400m dataset."[48] In other words,

Midjourney trained its image generation product on at least the LAION-400M dataset.

267.   The term **LAION-400M Works** denotes the works in Exhibit B (Plaintiff images

in LAION-400M), all of which are part of the LAION-400M dataset.

268.   The term **LAION-400M Plaintiffs** denotes the subset of plaintiffs who are the

authors of works included in the LAION-400M Works. The LAION-400M Plaintiffs hold the

exclusive rights to their respective LAION-400M Works under 17 U.S.C. § 106, including the

rights to make Statutory Copies, prepare Statutory Derivative Works, and distribute both

Statutory Copies and Statutory Derivative Works.

269.   The term **LAION-400M Registered Works** denotes the subset of works in the

LAION-400M Works that are covered by registered copyrights.

270.   The term **LAION-400M Registered Plaintiffs** denotes the subset of plaintiffs

who hold registered copyrights in these LAION-400M Registered Works, namely Sarah

Andersen and Jingna Zhang.

271.   Because LAION-400M is an openly accessible dataset, Midjourney knew that the

LAION-400M dataset contained copyrighted works, including those of the LAION-400M

Registered Plaintiffs. Further, because LAION also includes detection scores for watermarks for

other datasets, and because of the ubiquity of artists affixing CMI to their works, Midjourney

knew that the LAION-400M dataset contained works with CMI affixed on them.

272.   The LAION-400M Registered Works are included in the LAION-400M dataset.

Therefore, Midjourney used the LAION-400M Registered Works for training. Below, the term

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[46] https://discord.com/channels/662267976984297473/938713143759216720/943315577018126408
[47] https://discord.com/channels/823813159592001537/912729332311556136/975894553225752626
[48] https://discord.com/channels/662267976984297473/959962985655320616/1001938136445751387

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

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

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

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

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

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

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[49] https://discord.com/channels/662269769842974373/958069758211797092/1038899058536501132
[50] https://discord.com/channels/662269769842974373/992207085146222713/998451098534817883
[51] https://discord.com/channels/662269769842974373/992207085146222713/1082089794521268314

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

COUNT FIVE

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

279.   The preceding factual allegations are incorporated by reference.

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

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

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

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.

7

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**
                                      against Midjourney
11   **on behalf of the LAION-5B Registered Plaintiffs and Damages Subclass**

12

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

                                 FIRST AMENDED COMPLAINT

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.

16

17 **COUNT SEVEN**

18 **DMCA violations**

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

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

21

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.

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

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

295.   Midjourney 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. Midjourney therefore could have trained the Midjourney Model on images free of CMI but chose not to because images with CMI tend to be high-quality.

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

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

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

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

300.   Without the authority of the Plaintiffs, Midjourney directly copied the LAION-5B Works and used these Statutory Copies as training data for the Midjourney Image Product. The works copied by Midjourney 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 remove or alter CMI from the training images. Therefore, Midjourney intentionally removed or altered CMI from the Plaintiffs' works in violation of 17 U.S.C. § 1202(b)(1).

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

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**
                      on behalf of the Midjourney Named Plaintiffs and Class
20

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

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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.

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314. Midjourney's use of the Midjourney Named Plaintiffs' names was intentional, in order to capitalize on their fame and goodwill as popular artists.

315. If its conduct is left unchecked, Midjourney likely will continue to use artist names to advertise the capabilities of its image generator, which undergoes frequent updates.

316. The Midjourney Named Plaintiffs have been, and likely will continue to be, harmed by Midjourney's misrepresentation of fact in terms of their reputation and goodwill.

317. The Midjourney Named Plaintiffs are entitled to statutory damages, actual damages, restitution of profits, and other remedies provided by law.

COUNT NINE

**Lanham Act — vicarious trade-dress violation
by profiting from imitations of protectable trade dress
against Midjourney
on behalf of the Midjourney Named Plaintiffs and Class**

318. The preceding factual allegations are incorporated by reference.

319. The Midjourney Named Plaintiffs each sell original art, art reproductions, and art products, all of which feature respective protectable and distinctive trade dress. This trade dress consists of a set of recurring visual elements and artistic techniques, the particular combination of which are distinctive to each of the Midjourney Named Plaintiffs, associated with them and their work, and desirable to customers. For instance—

    a. Sarah Andersen is known for work that is simple, cartoony, and often strictly in black and white. In particular, she is known for "Sarah's Scribbles," a comic featuring a young woman with dark hair, big eyes, and a striped shirt.

    b. Karla Ortiz is known for a mixture of classical realism and impressionism, often delving into fantastical, macabre and surrealist themes, and inspired

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 fool 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.

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

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

a.   In its original online documentation offering "tips for text-prompts," Midjourney recommended that users should "try invoking unique artists to get a unique style," an offered a list that included "Greg Rutkowski," who is a one of the Midjourney Named Plaintiffs. The documentation also recommended that users should "Combine names for new styles: 'A temple by Greg Rutkowski and Ross Tran.'" (Midjourney deleted these pages from its public website two weeks after the initial complaint was filed in this action.)

b.   Midjourney currently promotes images made with artist-name prompts in an online marketing gallery accessible to subscribers called "Showcase" (at https://midjourney.com/showcase). **Exhibit K: Midjourney Showcase** contains examples of images from the Showcase gallery featuring Plaintiff names, including two of the Midjourney Named Plaintiffs: Sarah Andersen and Gerald Brom.

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

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).

28

333.   Midjourney's past and continuing infringement of the Midjourney Named Plaintiffs' trade dress is an exceptional case and was willful and intentional, as evidenced by a) Midjourney's intentional inclusion of the CLIP model in the design of the Midjourney Image Product and b) its open advertisement of the Midjourney Image Product's ability to replicate an artist's trade dress via the Midjourney Name List. Thus, the Midjourney Named Plaintiffs are entitled to treble their actual damages and to an award of attorneys' fees under 15 U.S.C. § 1117(a), and all other available remedies.

COUNT TEN

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

334.   The preceding factual allegations are incorporated by reference.

335.   Midjourney has unjustly misappropriated the LAION-400M Works and the LAION-5B Works, enabling it to receive profit and other benefits in order to train, develop and promote the Midjourney Image Product. It would be unjust for Midjourney to retain these benefits.

336.   Plaintiffs and the Class have invested substantial time and energy in creating their works, including those included as LAION-400M Works and LAION-5B Works.

337.   By using Plaintiffs' works to train, develop and promote the Midjourney Image Product, Plaintiffs and the Class were deprived of the benefit of the value of their works, including monetary damages.

338.   Plaintiffs did not consent to the unauthorized use of their works to train, develop and promote the Midjourney Image Product.

339.   Midjourney derived profit and/or other benefits from the use of Plaintiffs' works to train, develop and promote the Midjourney Image Product.

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

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

XVII. CAUSES OF ACTION AGAINST RUNWAY

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

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

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

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

COUNT ELEVEN

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

346.   The preceding factual allegations are incorporated by reference.

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

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.

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353.   The LAION-5B Registered Plaintiffs and Karla Ortiz have been and continue to be injured by Runway'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 TWELVE

**Inducement of copyright infringement
by distributing Stable Diffusion 1.5 for free
against Runway
on behalf of the LAION-5B Registered Plaintiffs and Subclass**

354.   The preceding factual allegations are incorporated by reference.

355.   Runway distributes Stable Diffusion 1.5 under the "CreativeML Open RAIL-M" license, which allows anyone to download, use, and deploy Stable Diffusion 1.5 for free. For instance, via websites like GitHub (see https://github.com/runwayml/stable-diffusion) and Hugging Face (see https://huggingface.co/runwayml/stable-diffusion-v1-5).

356.   Stable Diffusion 1.5 violates 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 1.5 is engaged in infringing activity.

357.   Runway has made a material contribution to this infringing activity by training Stable Diffusion 1.5 and then distributing it for free.

358.   Runway intends to cause further infringement with Stable Diffusion 1.5. In February 2023, Stability CEO Mostaque said that Stable Diffusion 1.5 was "the most popular model by far by [a] for profit company."[52]

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

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[52] https://twitter.com/EMostaque/status/1629514395825983489

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

FIRST AMENDED COMPLAINT

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.

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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.

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

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

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

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

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

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

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

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

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

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

390.   According to CompVis, Stable Diffusion 1.4 "was trained on a large-scale dataset LAION-5B."[54]

391.   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 by using the `img2dataset` tool or another similar tool. Consistent with this, in preparation for training Stable Diffusion 1.4, CompVis made one or more Statutory Copies of the LAION-5B Registered Works so they could be fed to Stable Diffusion 1.4 as training data. The Statutory Copies made of each registered work were substantially similar to that registered work.

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

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[53] See https://github.com/CompVis/stable-diffusion
[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)
           which train their models based on the open web. DreamUp uses
23   semantic interpretation of a textual prompt and then translates it to
           input for these models.
24
           DeviantArt does NOT add images from DeviantArt to the training
25   sets of 3rd-party technologies, and DeviantArt does NOT provide
           data to expand distribution of images that 3rd-party technologies
26   can generate.

27

28

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

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

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

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

---

[55] https://www.deviantartsupport.com/en/dreamup
[56] https://discord.com/channels/823813159592001537/1006139459860975716/1042539656396411004
[57] https://discord.com/channels/823813159592001537/1006139459860975716/1042543837425438804

> DreamUp is an AI-based image-generation tool used to create art using free-form text prompts. **Certain art styles can sometimes be achieved by referencing names of real artists** such as Thomas Kinkade, Picasso, and Gustave Doré in text prompts. **Referencing artists when having the AI create your work can give the resulting piece a unique "look," inspired by the style of that particular artist.**
>
> If you refer to an artist in a DreamUp prompt, you must also tag that artist when submitting the resulting image to DeviantArt. Failure to do so is a violation of our DreamUp Policy and can result in your deviation's deletion or an account suspension.

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

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

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

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

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

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

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

406.   What is more, while DeviantArt purported to spearhead a system for artists to opt-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   "noaimageai" 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

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

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

28

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

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

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

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

416.   The LAION-5B Registered Plaintiffs have been and continue to be injured by DeviantArt'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 SIXTEEN

**Breach of contract
for violation of its Terms of Service
against DeviantArt
on behalf of the DeviantArt Plaintiffs**

417.   The preceding factual allegations are incorporated by reference.

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

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

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

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 …

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

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

   a.   DeviantArt exceeded its license grant in Section 16 and thereby breached its explicit Terms of Service. Relative to a DeviantArt artist member whose work was used for training the DreamUp–CompVis Model, in no sense does DreamUp "make your Content available" to visitors. Rather, artist "Content" was misappropriated to make a new commercial product.

   b.   DeviantArt breached the implied covenant of good faith and fair dealing. The release of DreamUp unleashed a flood of AI-generated images on DeviantArt that immediately began drowning out the work of human artists like the DeviantArt Plaintiffs. By releasing DreamUp, DeviantArt put itself into competition with the DeviantArt Plaintiffs and its other artist members, undermining their very purpose in being on DeviantArt in the first place. DeviantArt's bad faith was further exemplified by its hasty addition of a permissive new "Data Scraping & Machine Learning Activities" provision to its Terms of Service after DeviantArt's members complained about the unfairness of DreamUp.

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.

26

27

28

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

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

COUNT SEVENTEEN

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

432.   The preceding factual allegations are incorporated by reference.

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

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

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

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

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

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.

Dated: November 29, 2023	By: */s/ Joseph R. Saveri* Joseph R. Saveri

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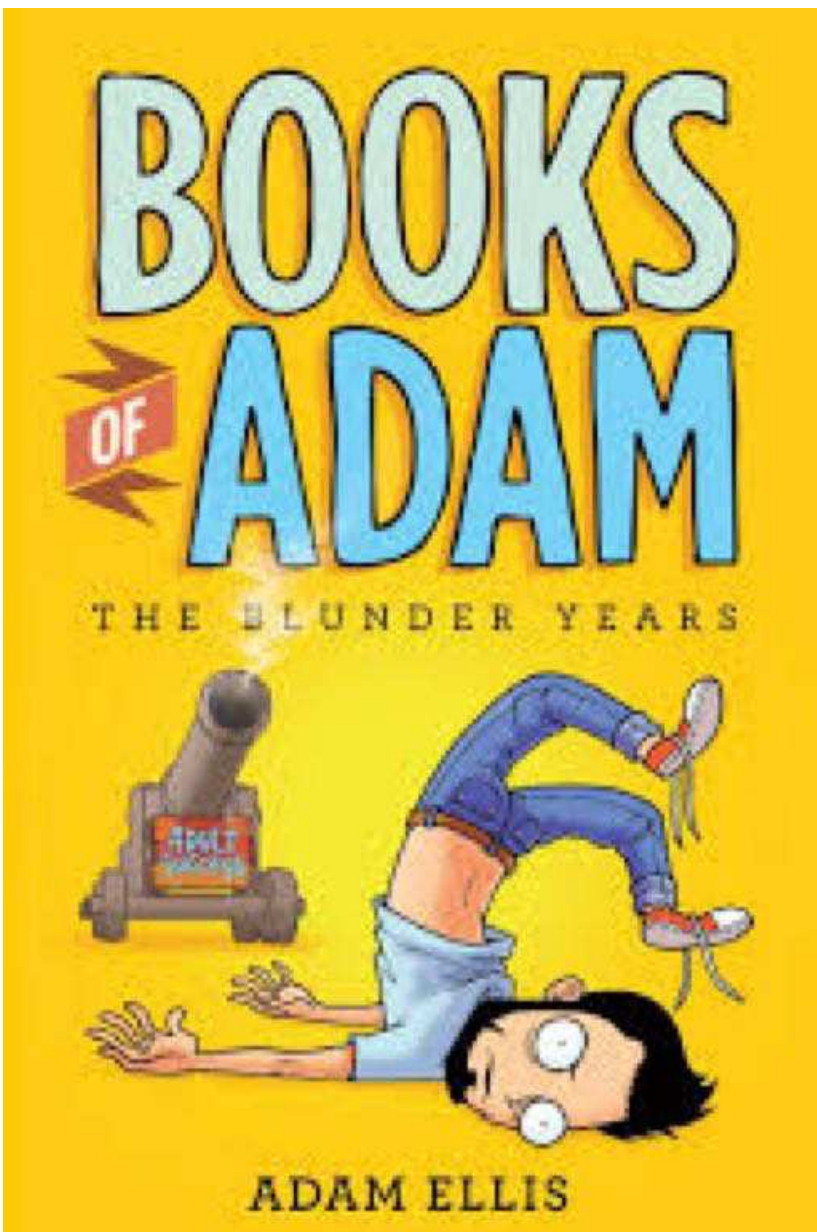
copyright registration: Books of Adam: The Blunder Years (TX0007828053)

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%3AANd9GcRnlmySh0VND6u725x2gC6LDVsEQ84qkn9Ywg&usqp=CAU

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

Adam Ellis: training image 2
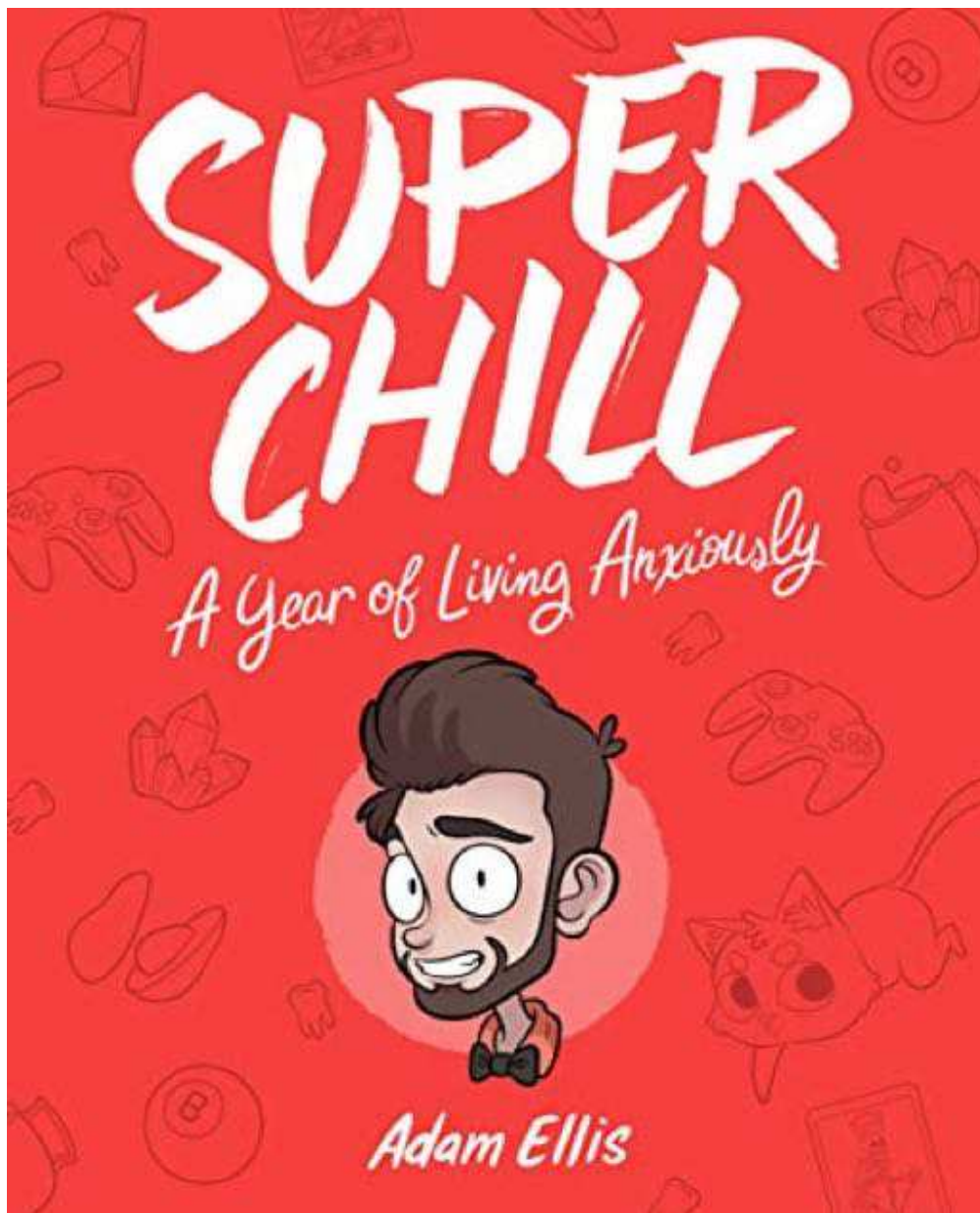
copyright registration: Super Chill: A Year of Living Anxiously (TX0008744896)

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
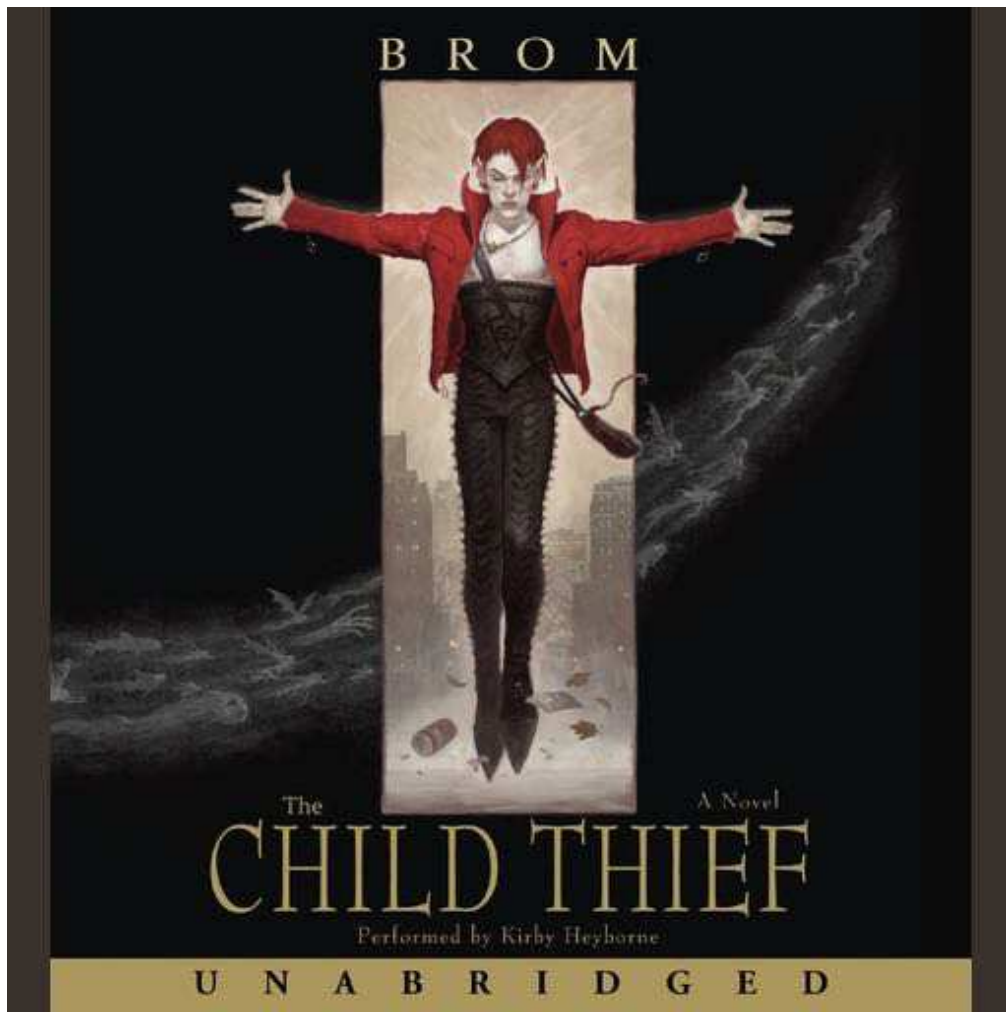
copyright registration: The Child Thief (TX0007054207)

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

LAION-5B url: https://assets1.bmstatic.com/assets/audiobooks-covers/82/5f/SswoQQPq-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_luubyxXds51qdj4yOo1_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-
zPPgdn4jUwVcJE1ZvWEtT5uBSRWt4vQZAgTJucoTqqXjS3CfNDSuuf31e0tVHpYDFiI1c4r69BCax3u6qJT7_KK4PuRCi3OEgD_X6zhXabq7Bp_
UDyUGhG1qO9rm8/image-asset.jpeg

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

Gerald Brom: training image 5
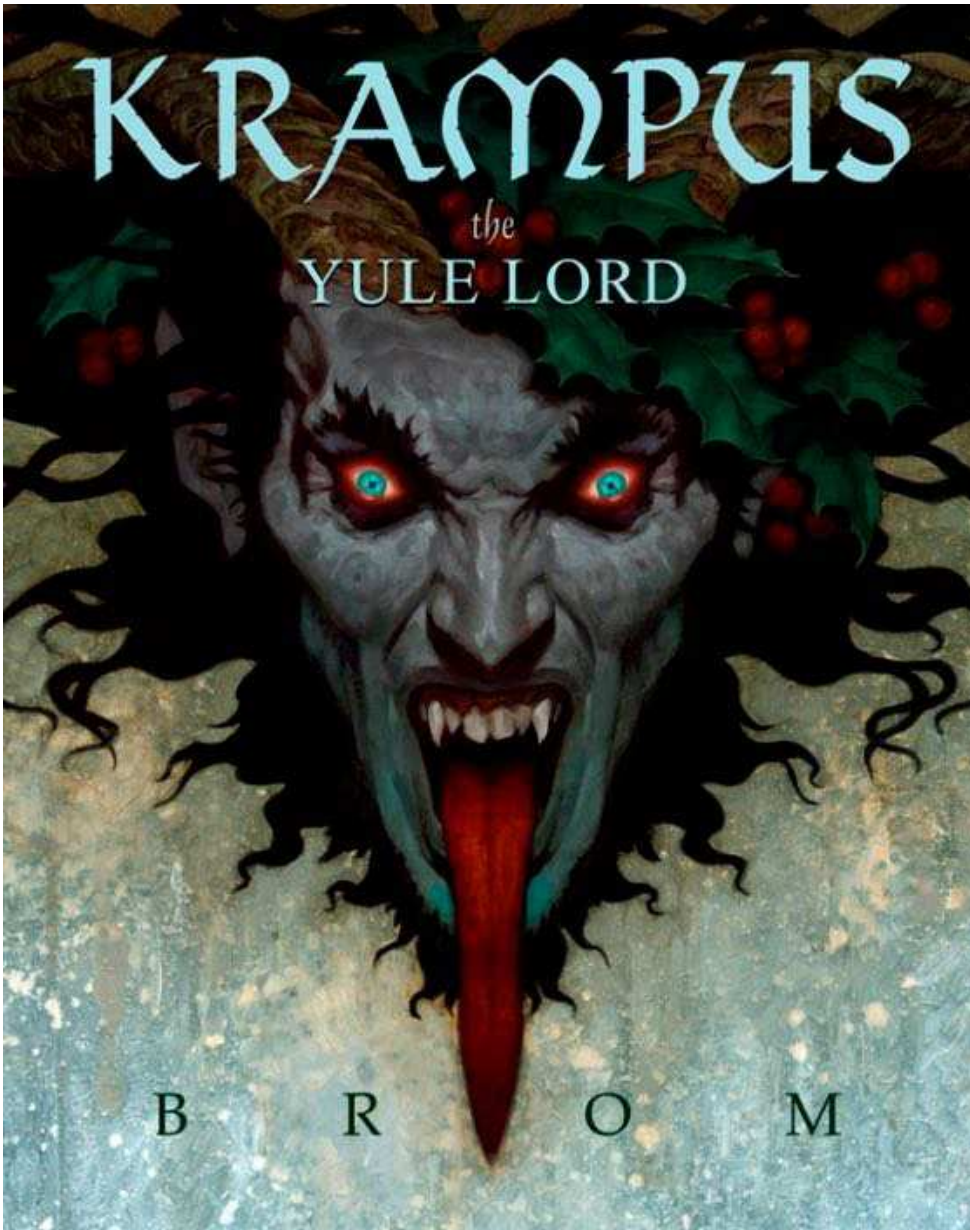
copyright registration: Krampus (TX0007639837)

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
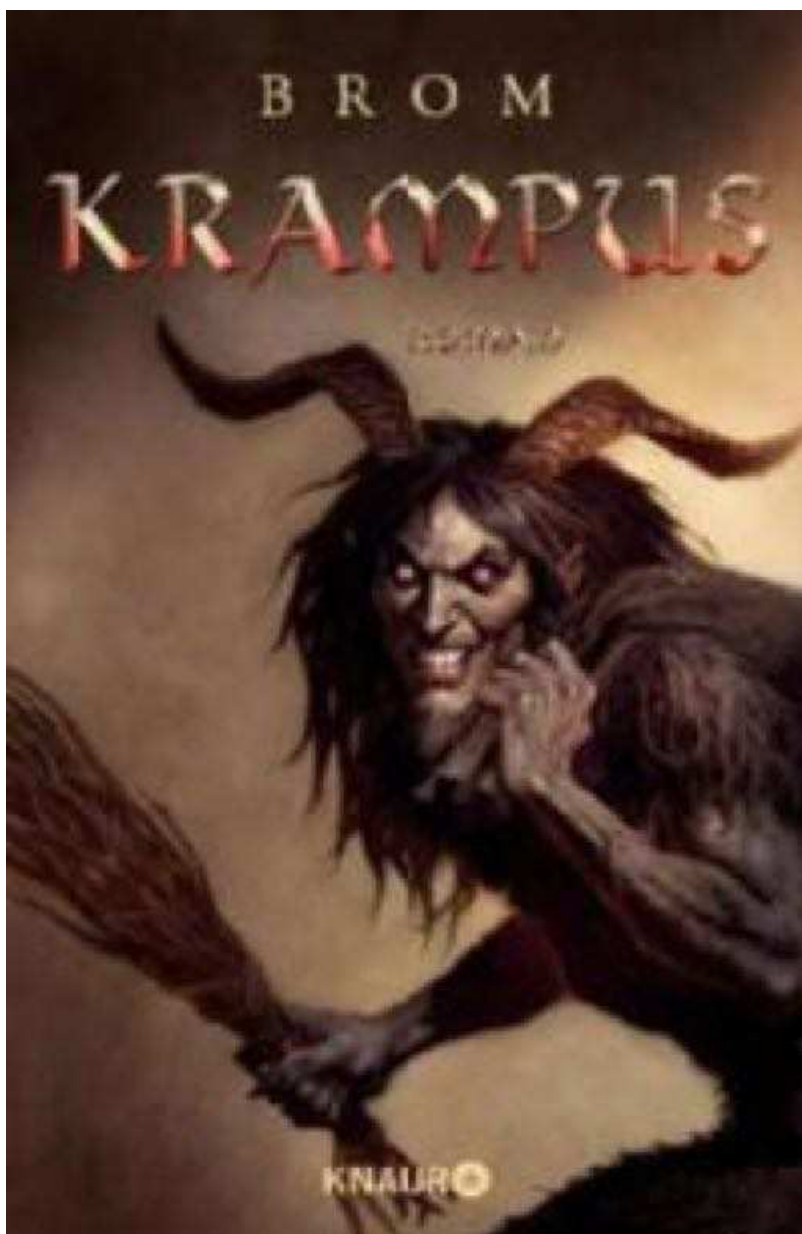
copyright registration: Krampus (TX0007639837)

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=hVeryoOc

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
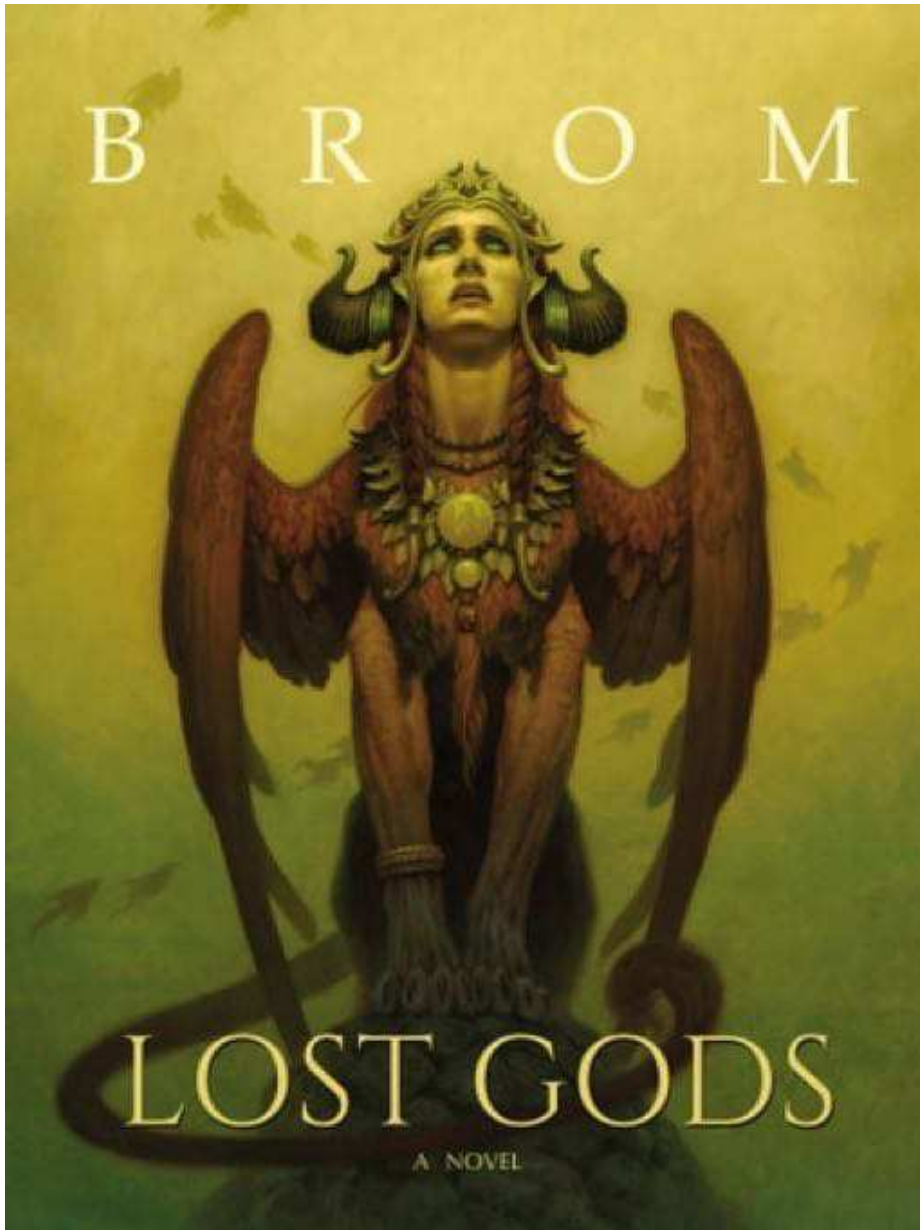
copyright registration: Lost Gods (TX0008339972)

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
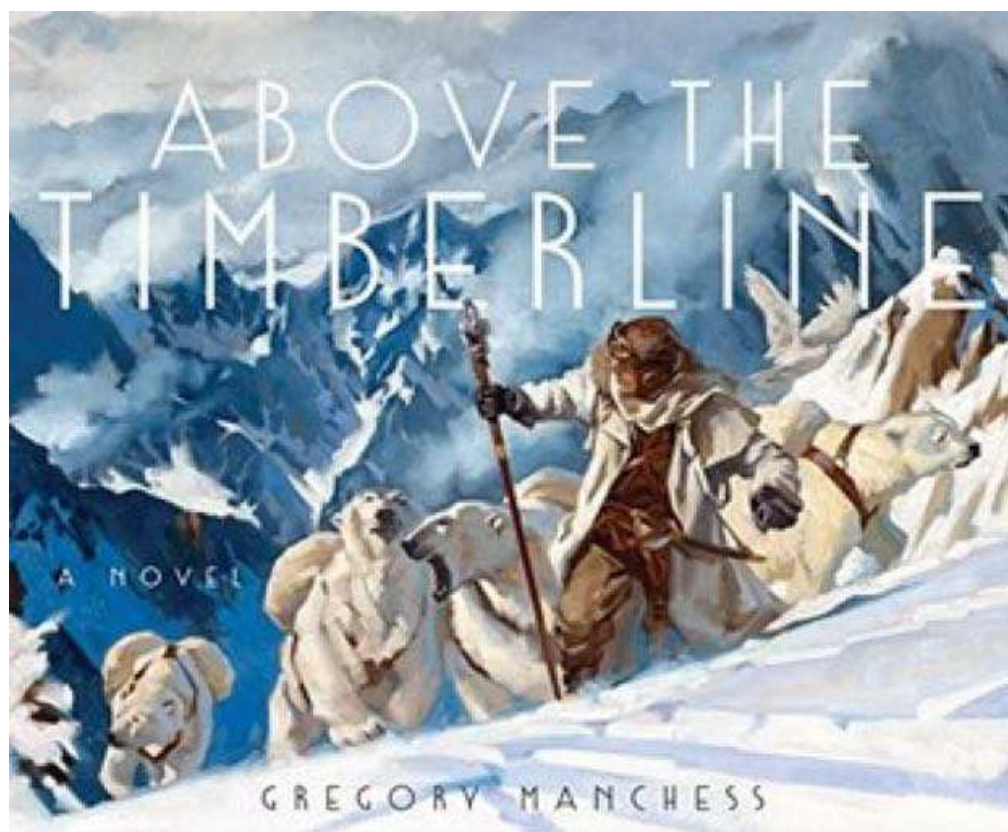
copyright registration: Above the Timberline (TX0008571339)

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.18

Gregory Manchess: training image 2

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_interior1-740x303.jpg?resize=740%2C303&

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_Manchess_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/AAAAAAAAl2w/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
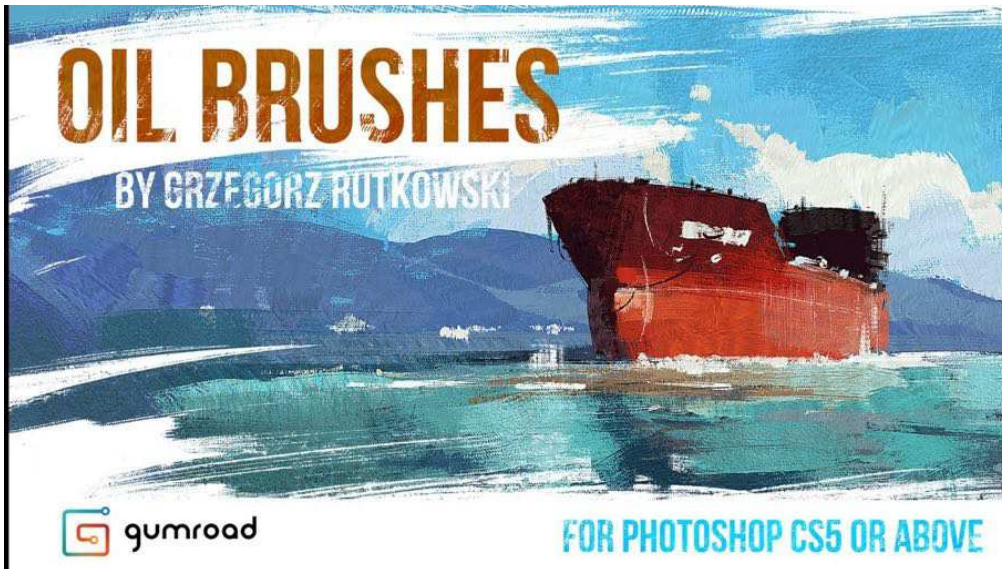
copyright registration: unregistered

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.30

Grzegorz Rutkowski: training image 7

copyright registration: unregistered

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

LAION-5B url: https://images-wixmp-ed30a86b8c4ca887773594c2.wixmp.com/f/0f32ddfc-07dd-4afe-bcfd-60218bd1c565/d2260w1-d3b8823f-33d2-4f55-81b4-0309727faa9c.jpg/v1/fill/w_600,h_900,q_75,strp/archangel_by_88grzes.jpg?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbWFnZS5vcGVyYXRpb25zIl0sIm9iaiI6W1t7InBhdGgiOiIvZi8wZjMyZGRmYy0wN2RkLTRhZmUtYmNmZC02MDIxOGJkMWM1NjUvZDIyNjB3MS1kM2I4ODIzZi0zM2QyLTRmNTUtODFiNC0wMzA5NzI3ZmFhOWMuanBnIiwid2lkdGgiOiI8PTYwMCIsImhlaWdodCI6Ijw9OTAwIn1dXQ.MM97lKd3UE1dNneOqofSdY9bMoNJCGSurqt6IUcdl_M

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,strp/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-ed30a86b8c4ca887773594c2.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,strp
/__flowers___by_hauket_dd6wlk4-250t.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJzdWIiOiJ1cm46YXBwOjdlMGQxODg5ODI
yNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwiaXNzIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsIm9iaiI
6W1t7ImhlaWdodCI6Ijw9MjMwNiIsInBhdGgiOiJcL2ZcL2I2OWQzYzVhLWE1NmItNDQwMC05OTczLWJhZjk4MmRkMTlhNFwvZGQ2d2xrNC0
0OGJiOTlhZC00YzRhLTQwMWYtYTU0ZC1hN2ExZDNhYzkzZmUucG5nIiwid2lkdGgiOiI8PTE2MDAifV1dLCJhdWQiOlsidXJuOnNlcnZpY2U6
aW1hZ2Uub3BlcmF0aW9ucyJdfQ.Pnqpkwx83memsriyWr4IWGn1h-fqWz_KeDJVlZk-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.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVh
MGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbW
FnZS5vcGVyYXRpb25zIl0sIm9iaiI6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDh0bWJhNS0yO
DczMTNlYi1lMjI1LTQ4N2YtYTJjMi0wMzFjMDk0YzUzYTQucG5nIiwid2lkdGgiOiI8PTg4NyIsImhlaWdodCI6Ijw9OTAxIn1dXX0.qS-
sSX_SSfRnFoluzvd_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
/d5ckkb3-732d3f4d-9332-49df-
bfb6-6d55b5d8167e.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYw
ZDQxNWVhMGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2Vyd
mljZTpmaWxlLmRvd25sb2FkIl0sIm9iaiI6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDVja2I2Mm
03MzJkM2Y0ZC05MzMyLTQ5ZGYtYmZiNi02ZDU1YjVkODE2N2UucG5nIn1dXX0.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,strp/__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-ed30a86b8c4ca887773594c2.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.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbWFnZS5vcGVyYXRpb25zIl0sIm9iaiI6W1t7InBhdGgiOiJcL2Zi9iNjlkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDU4ZGc3ay0xMGUyZmIwZi00Y2Y5LTQ0YjUtODg3MC1hMjg4NTRjNjJmYjcucG5nIiwid2lkdGgiOiI8PTgwMCIsImhlaWdodCI6Ijw9NTgwIn1dXX0.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-81f1-5e89af36151b.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbWFnZS5vcGVyYXRpb25zIl0sImlhdCI6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDZkM3B3cS0zOWU1MTcyNi1kMmI2LTQwM2YtODFmMS01ZTg5YWYzNjE1MWIucG5nIn1dXX0.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
/d9d4oe2-89e81c82-4361-43ad-8d9e-b25de45bc2b1.png/v1/fill/w_947,h_844,q_75,strp/shapeshifter_nomad_sketches_by_hauket-
d9d4oe2.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVh
MGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbW
FnZS5vcGVyYXRpb25zIl0sIm9iaiI6W1t7InBhdGgiOiIvZi9iNjlkM2M1YS1hNTZiLTQ0NDAtOTk3My1iYWY5ODJkZDE5YTQvZDlkNG9lMi04OW
U4MWM4Mi00MzYxLTQzYWQtOGQ5ZS1iMjVkZTQ1YmMyYjEucG5nIiwid2lkdGgiOiI8PTk0NyIsImhlaWdodCI6Ijw9ODQ0In1dXX0.FUCB2L9
XyF2e7dVsRW5fEfe_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/AAAAAAAABDiw/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/5513/9449966347_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/53adb9cbe4b05e0d792c6c88/1405552398485-7BWXX3SLSQK8UP3UYTIQ/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.slrlounge.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
/1501891479498-0GSDWL5VWRHOVBPQ39D3/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-DXWEY0KLNGGLSCYRONGY/?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
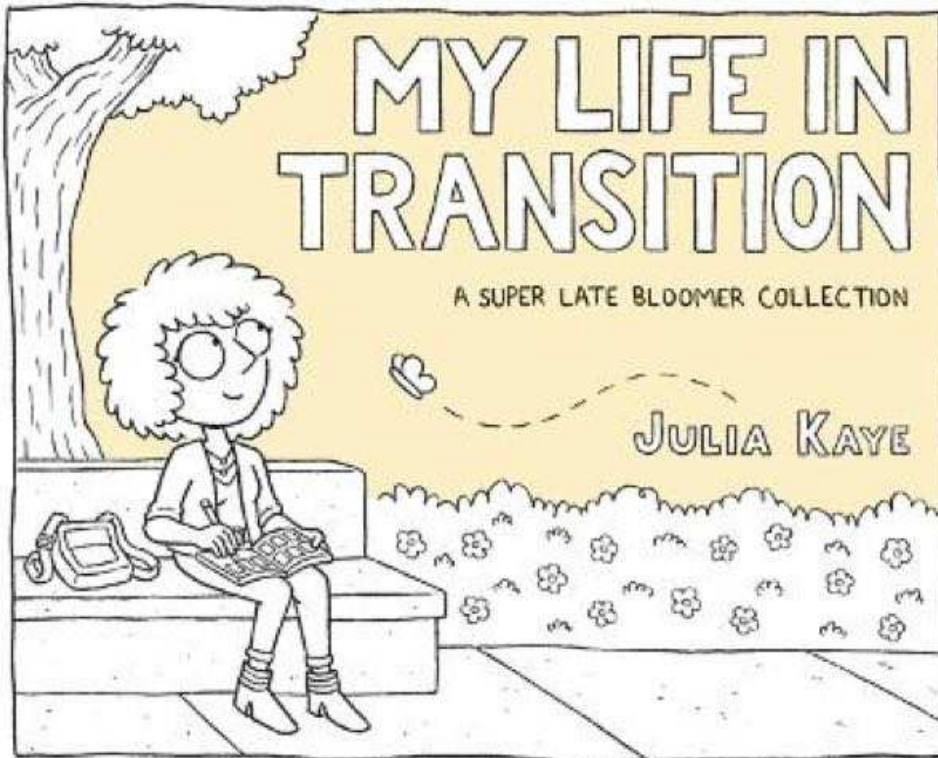
copyright registration: My Life in Transition: A Super Late Bloomer Collection (TX0009086758)

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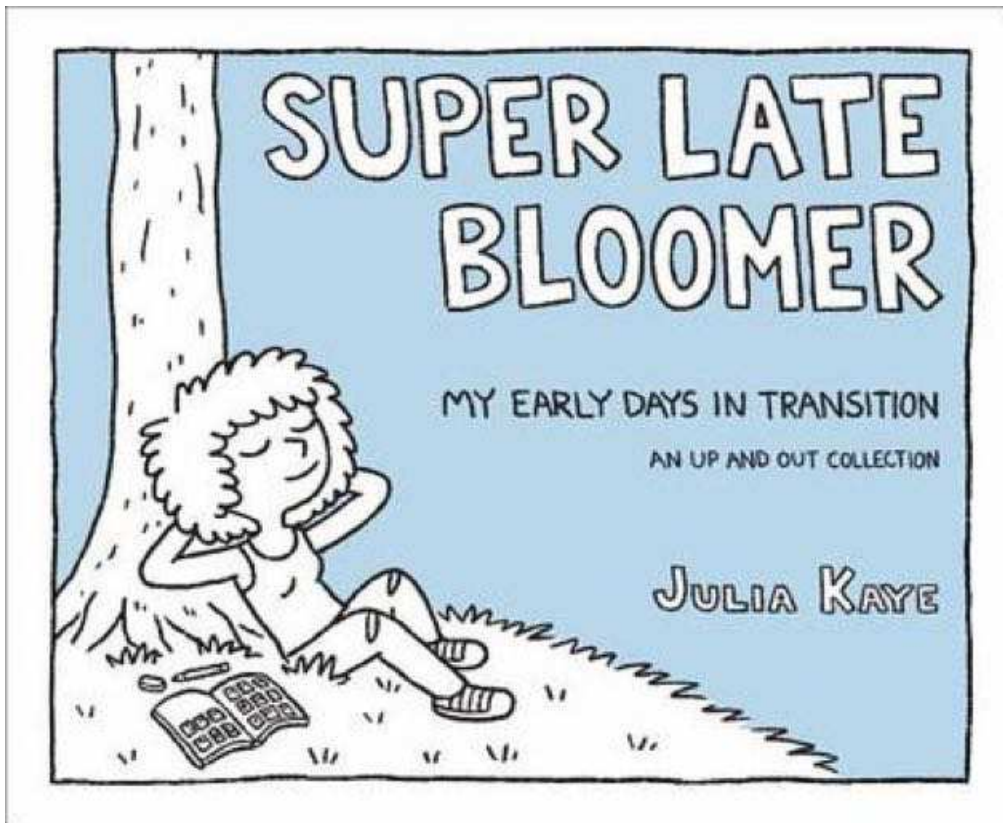
copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

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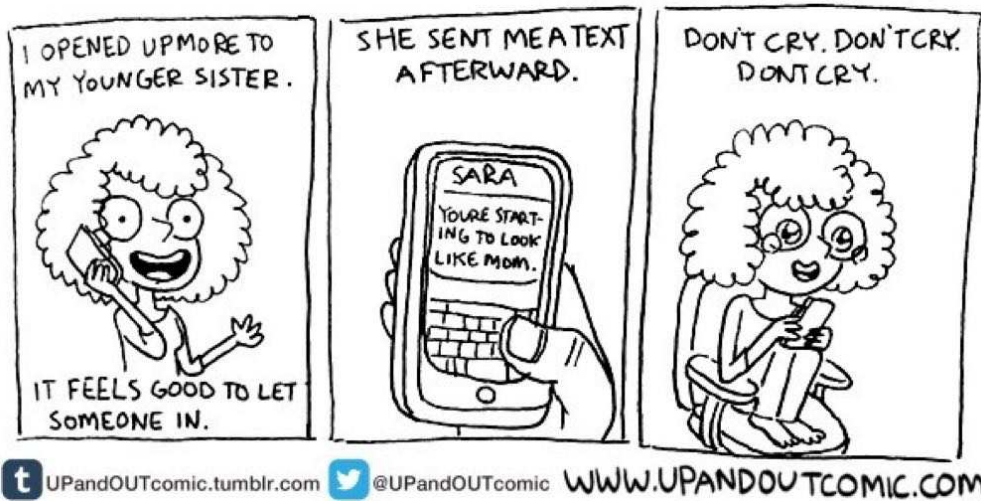
copyright registration: Super Late Bloomer: My Early Days in Transition (TX0008576918)

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/pictsnShit/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
/ke17ZwdGBToddI8pDm48kBDwWNHL63az8PYWyn6GpQMUqsxRUqqbr1mOJYKfIPR7LoDQ9mXPOjoJoqy81S2I8N_N4V1vUb5AoIIIbLZhV
YxCRW4BPu10St3TBAUQYVKccqwmZ1C3tQbKp8OGjiqCZQEO2QVRC4UdnGeJhh4FU6d8XBEBU0uPRRas2uMp0kFD/karine-foresti
%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 pigmen"

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
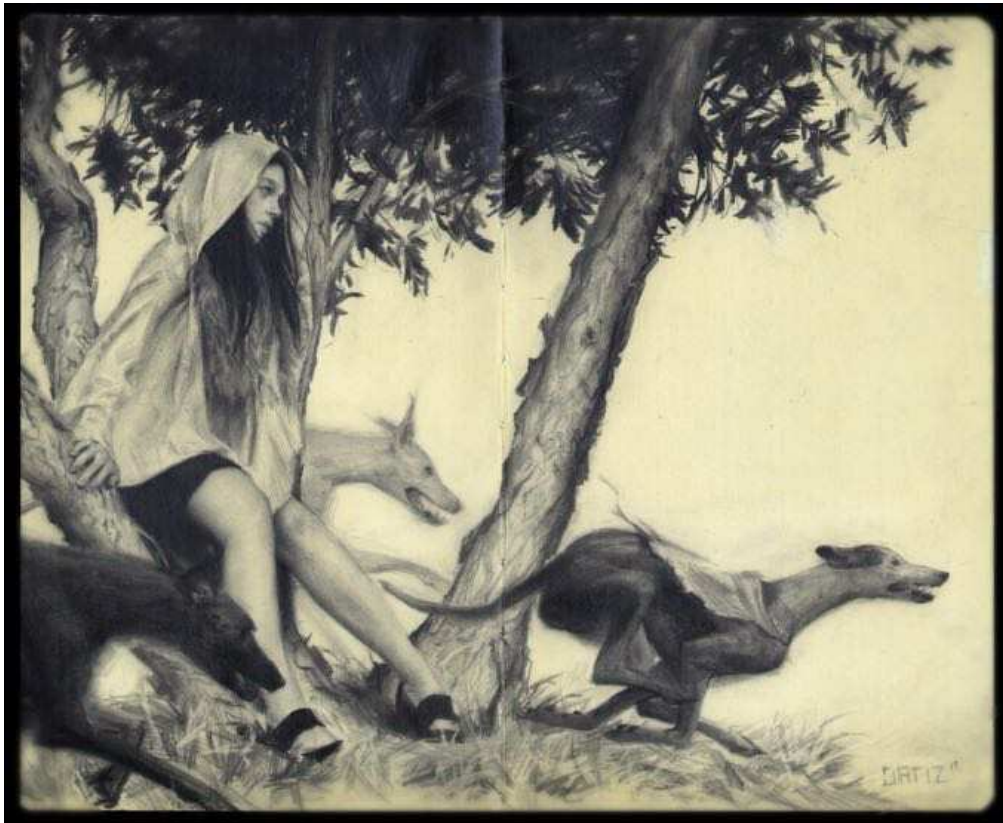
copyright registration: unregistered

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%2F3WqC38ho6Fk2I0sFQIdO0Q%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-alterego.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_t9YuIE71C43Wyh2qf4P-Vzj_k3JZYWk-n1wl44ond5IGUCVJKW5nO_R15dFP4nhD-wdrObLOT_ClpumYgsRoj2U0EbS5avHc6mDcIxnYJPG6yKSWG4vbHA39KmWJ1vKvd9XC8zSvoWOp5HRUT3JjJWH5OZabo3nboYMXYOUaR8Iwv0DHVCrN0SlBvhmg-vLKdIU484HpSX0G7BMSi0rX_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-a4ebbb4e700a.png?token=eyJ0eXAiOiJKV1QiLCJhbGciOiJIUzI1NiJ9.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTpmaWxlLmRvd25sb2FkIl0sImlhdCI6W1t7InBhdGgiOiIvZi9iYjYxNzRkNS05MjJiLTRmNzMtOGVlNi05MmEwN2Q3YWZmYTMvZDgyd2xtaC02YWI3NTgwZi1hMmMzLTQzNDctYTRkMi1hNGViYmI0ZTcwMGEuG5nIn1dXX0.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-ed30a86b8c4ca887773594c2.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
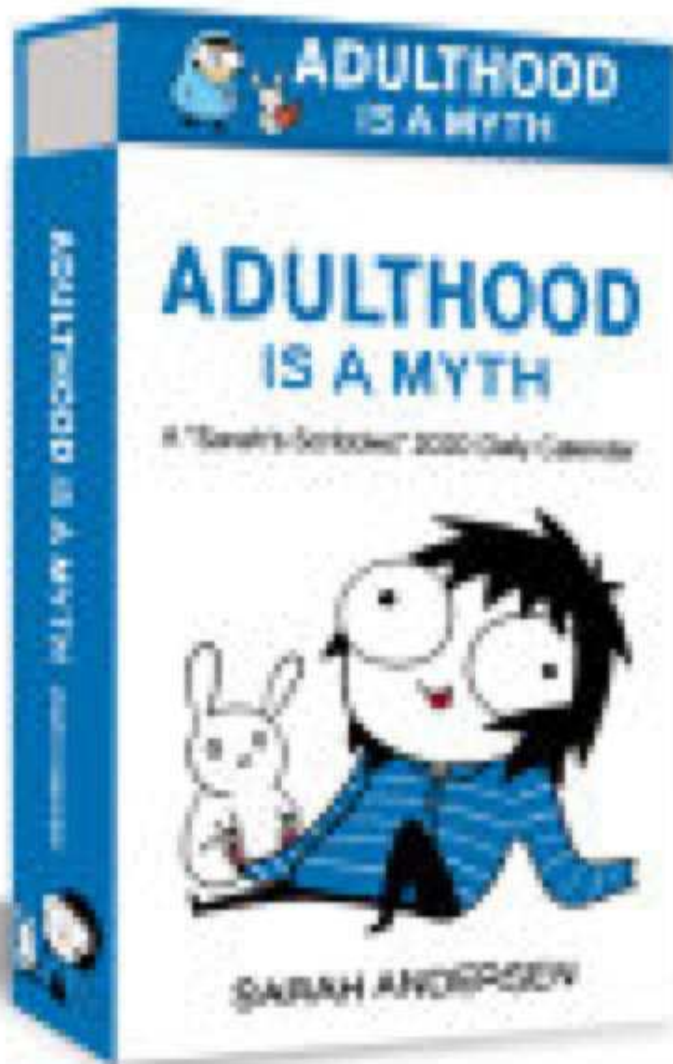
copyright registration: Adulthood is a Myth 2020 Deluxe Day-to-Day Calendar (TX0008825086)

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

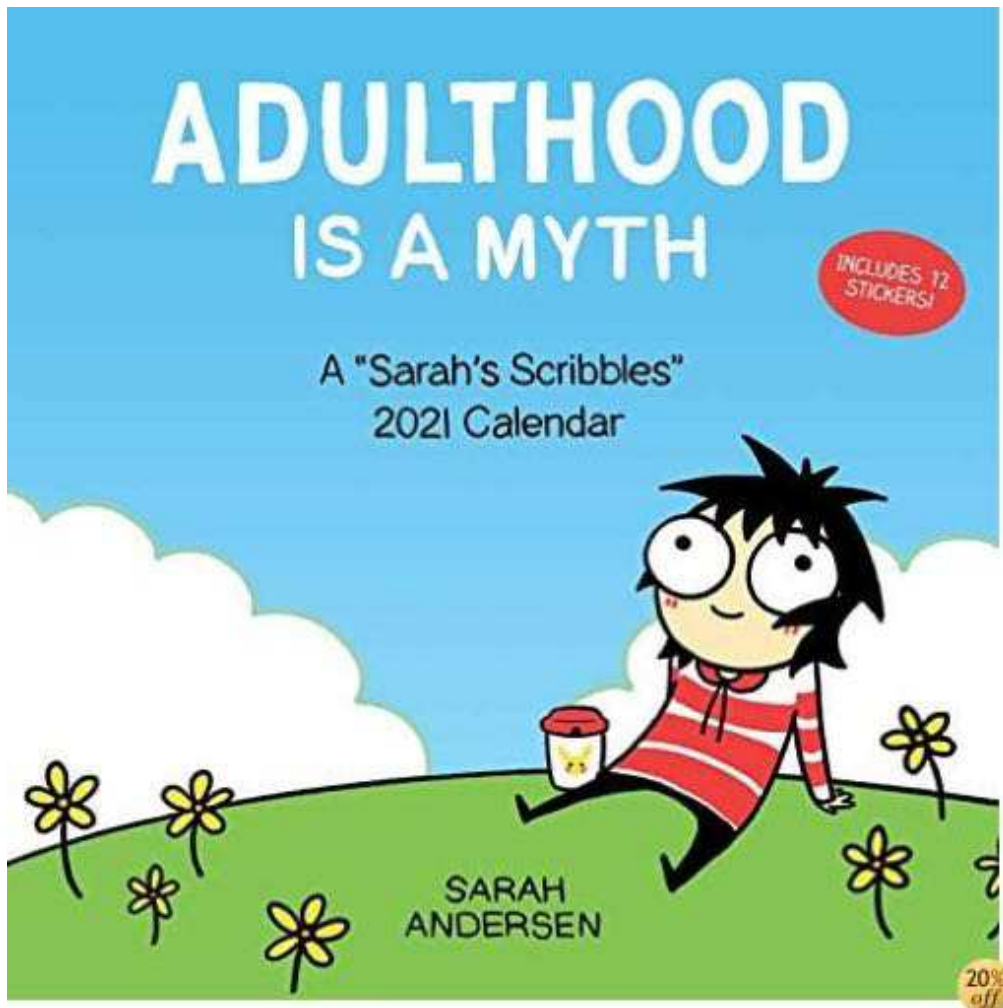Exhibit A: Plaintiff images in LAION-5B — p.95
Sarah Andersen: training image 3
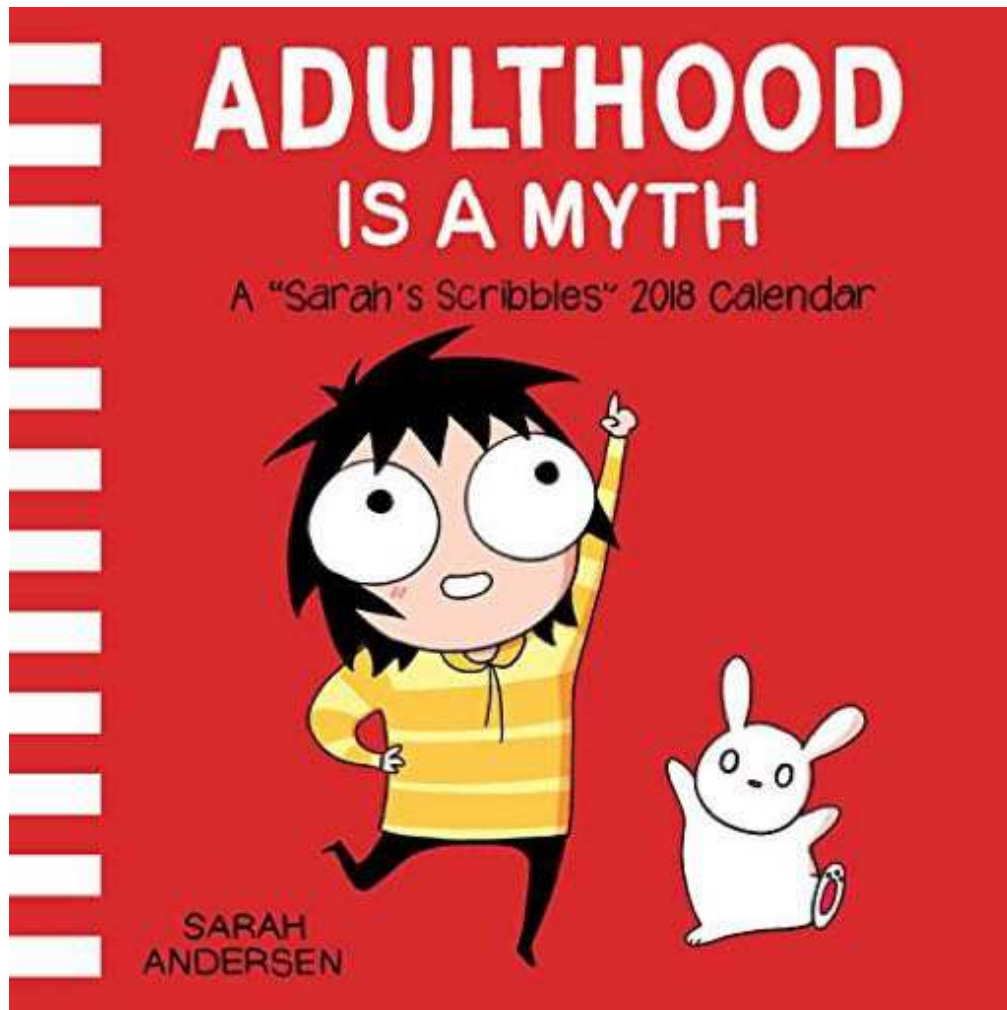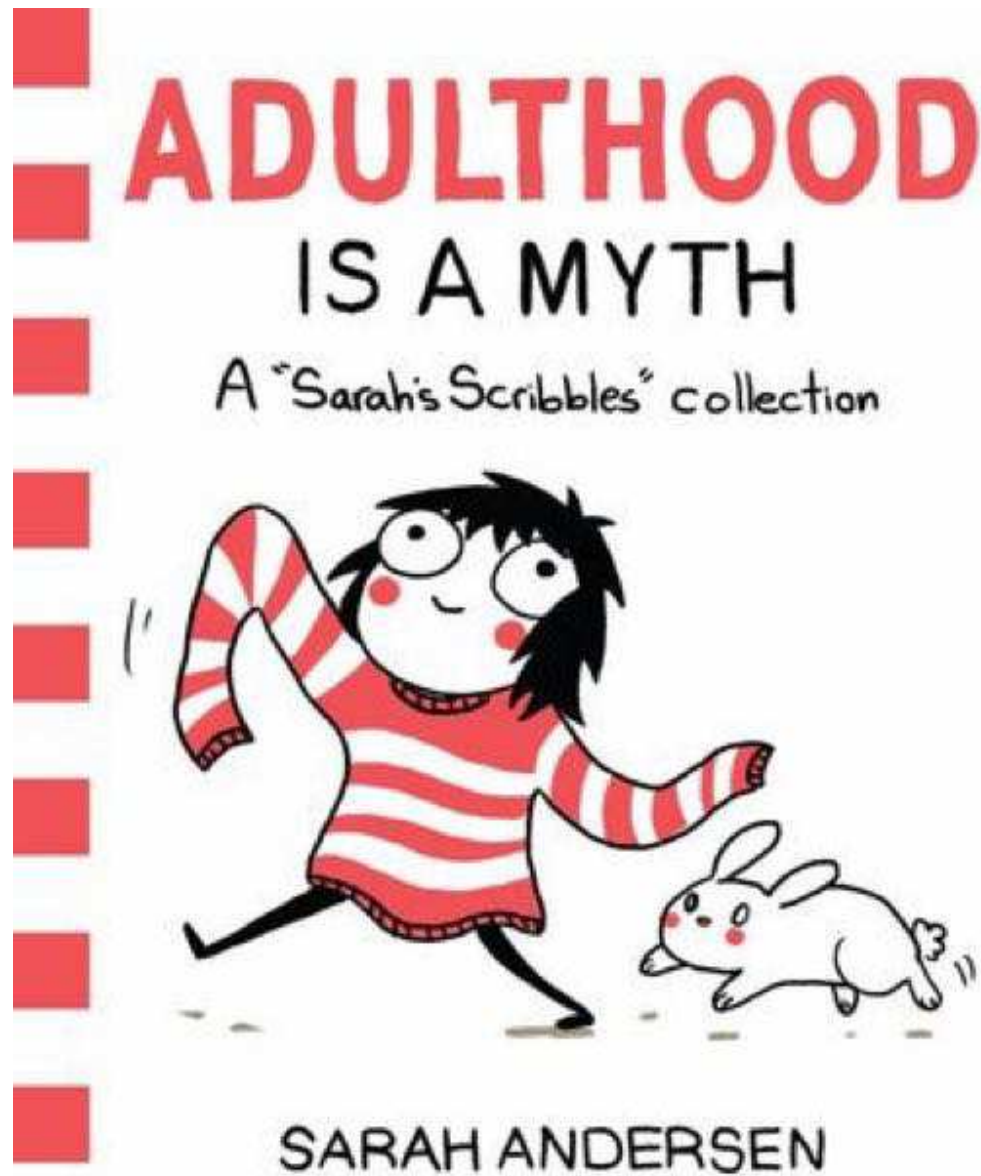

copyright registration: Adulthood Is A Myth: A "Sarah's Scribbles" 2018 Wall Calendar (TX0008614103)

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
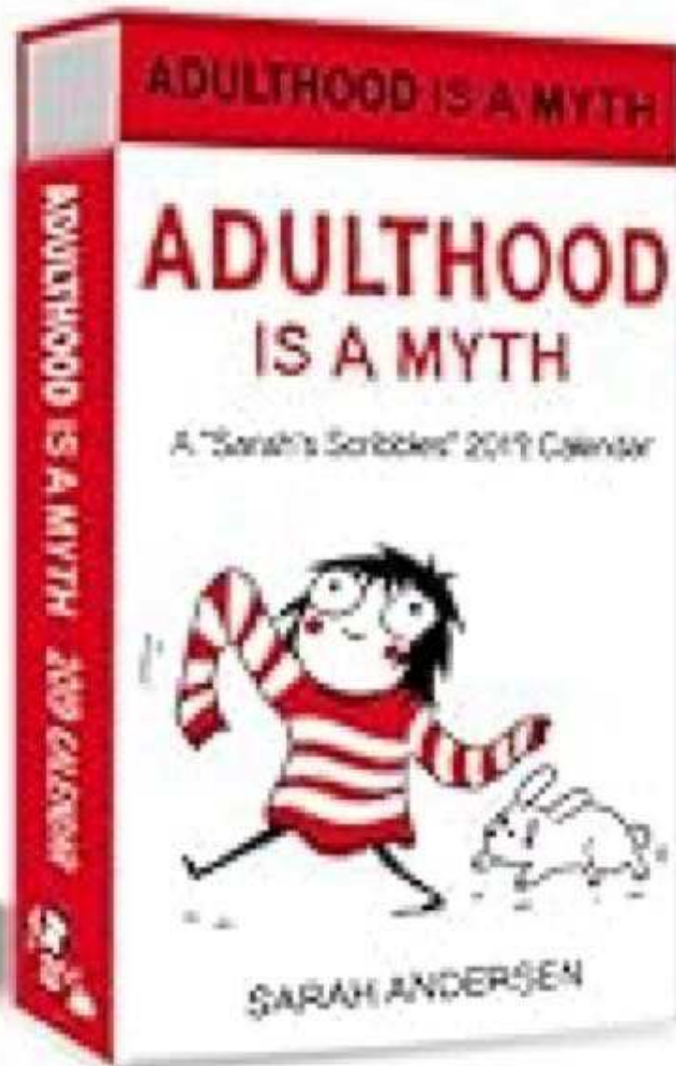
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Daily Calendar (TX0008660257)

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
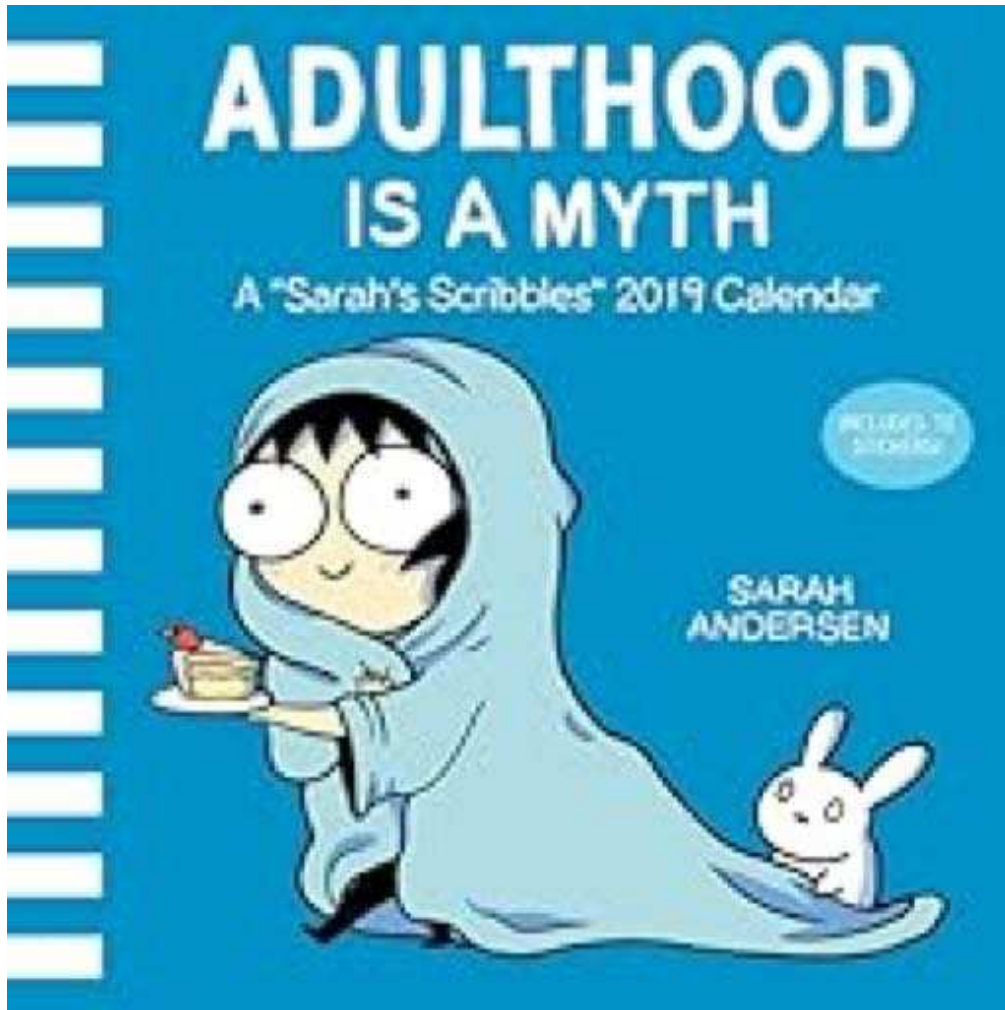
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2019 Wall Calendar (TX0008706556)

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
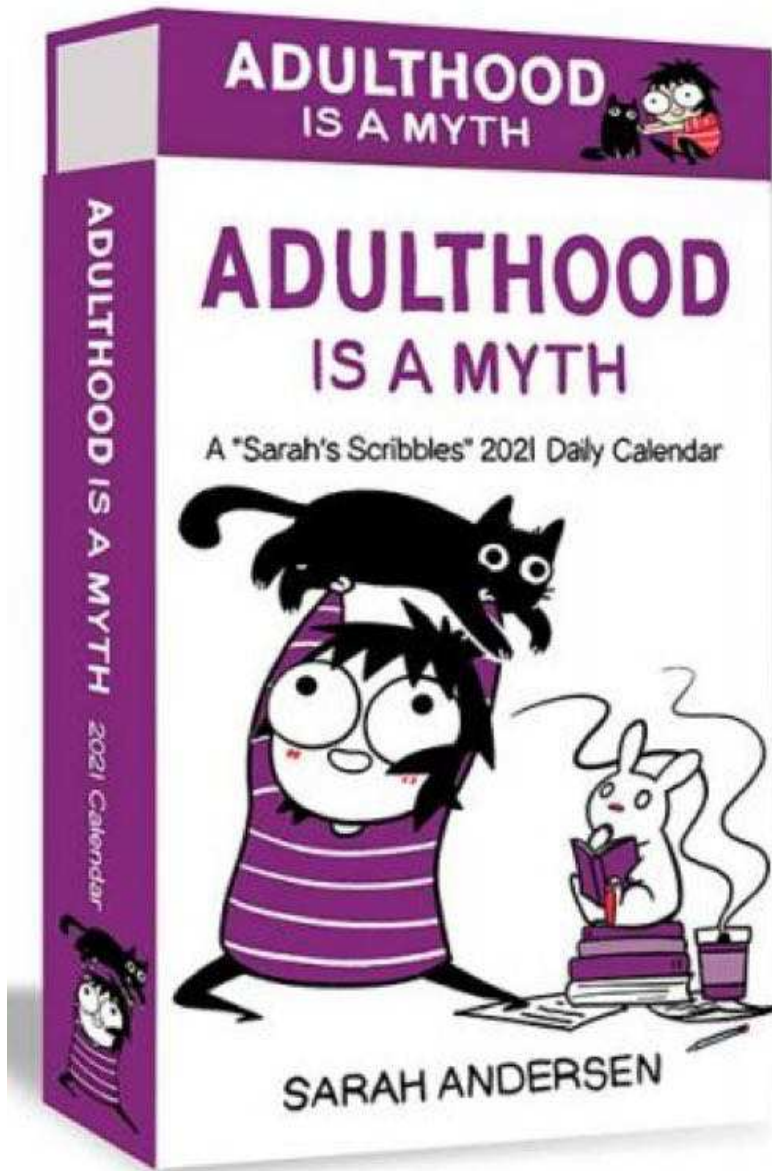
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Daily Calendar (TX0009117084)

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

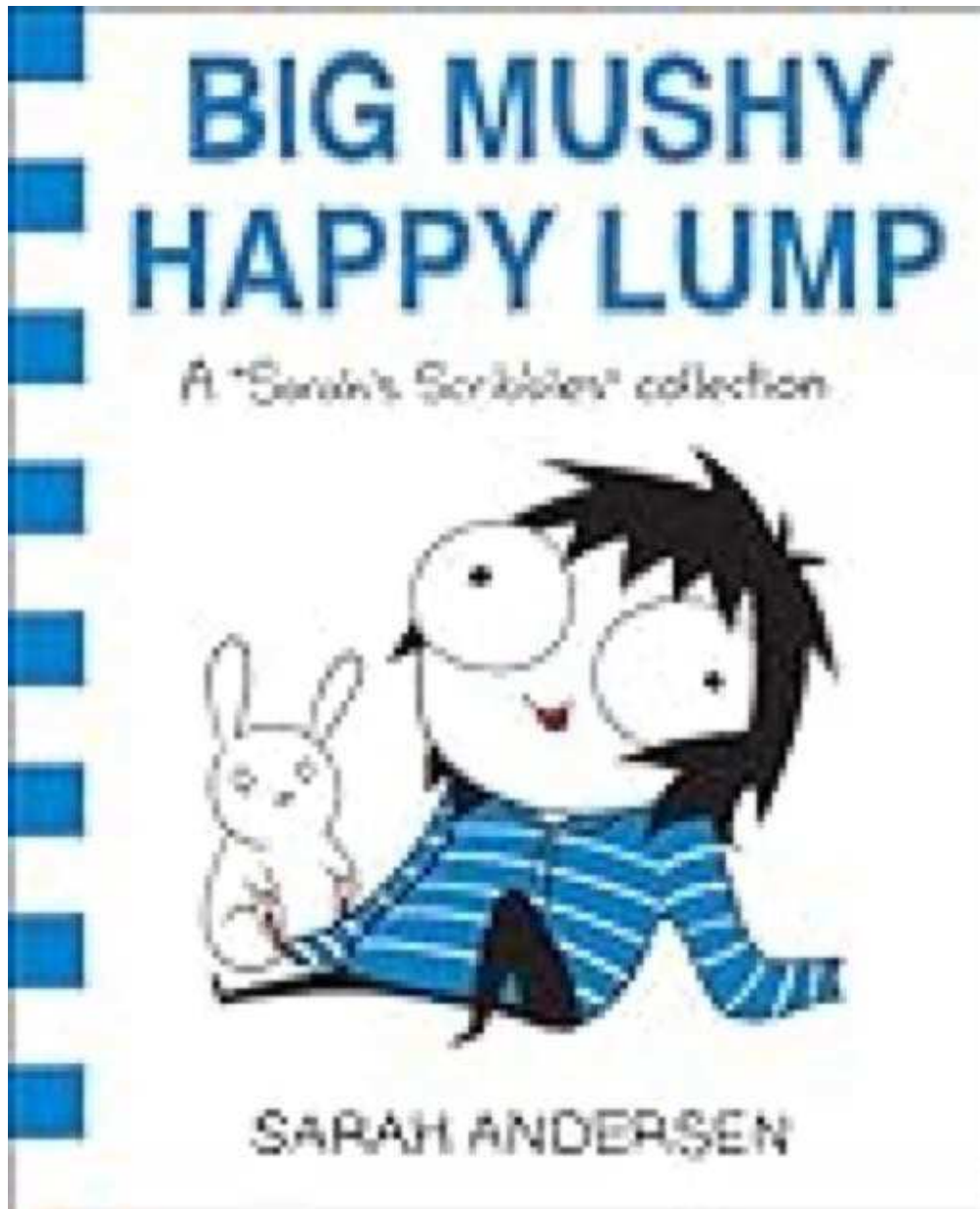copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall Calendar (TX0009082399)

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
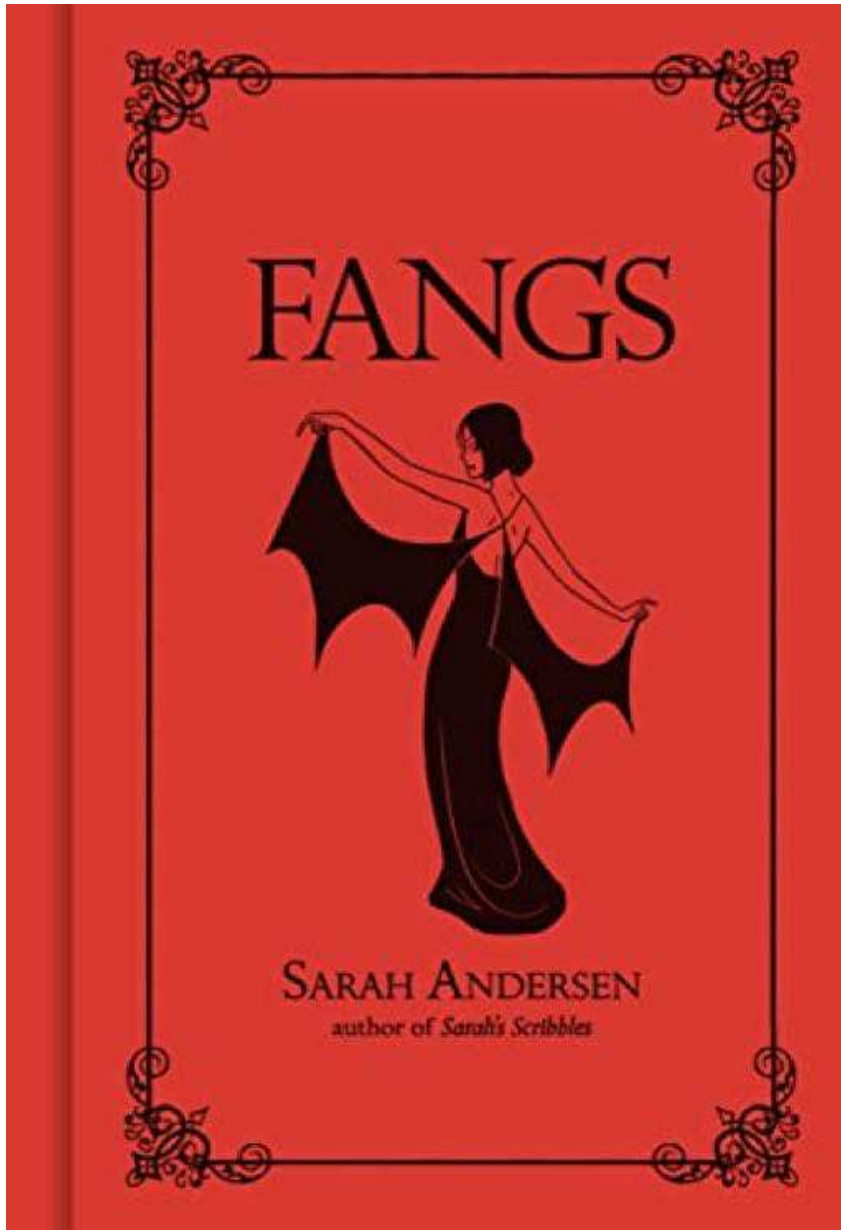
Exhibit A: Plaintiff images in LAION-5B — p.104

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/51nvsYl-0LL._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
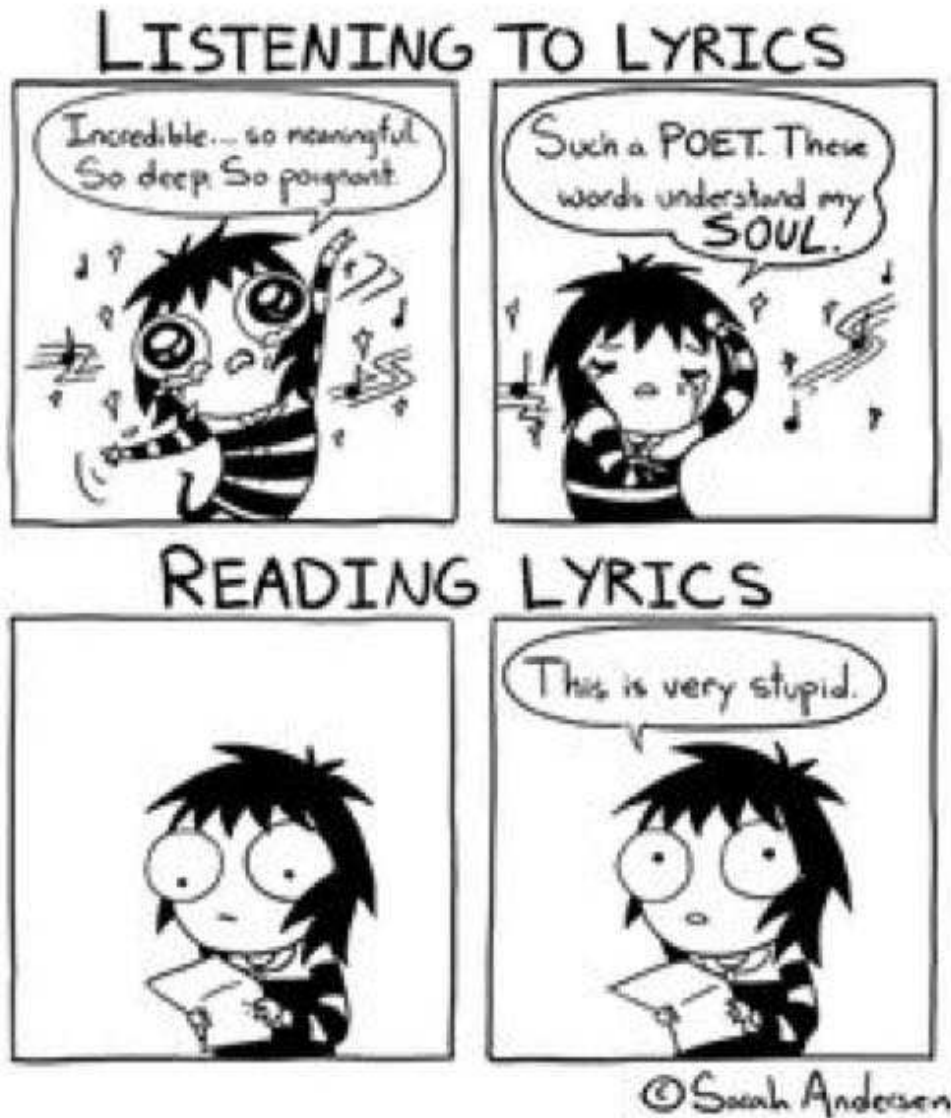
copyright registration: Big Mushy Happy Lump: A Sarah's Scribbles Collection (TX0008493928)

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

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://d28hgpri8am2if.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
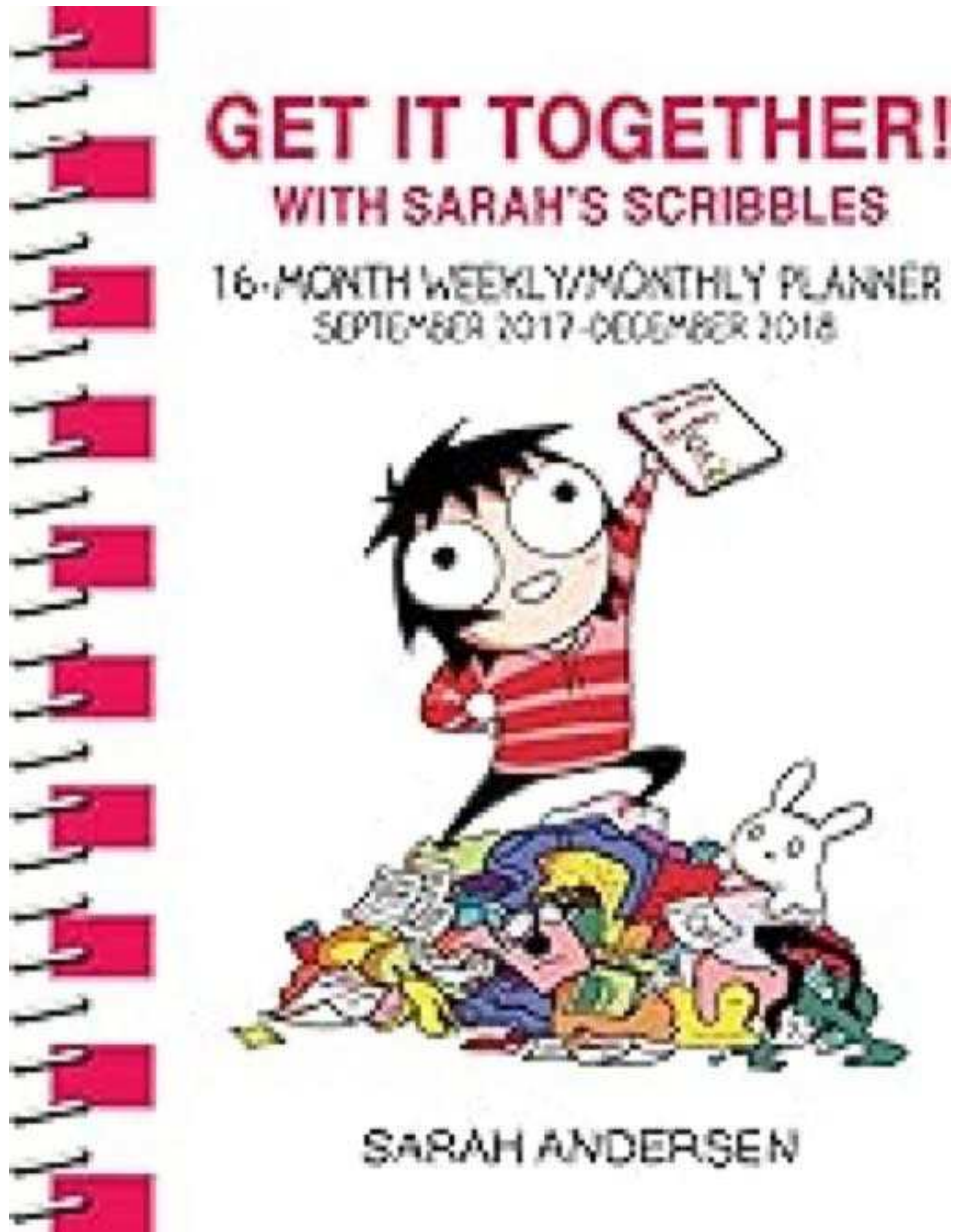
copyright registration: Get It Together! with Sarah Scribbles 2017-2018 16-Month Weekly/Monthly Planner (TX0008615735)

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
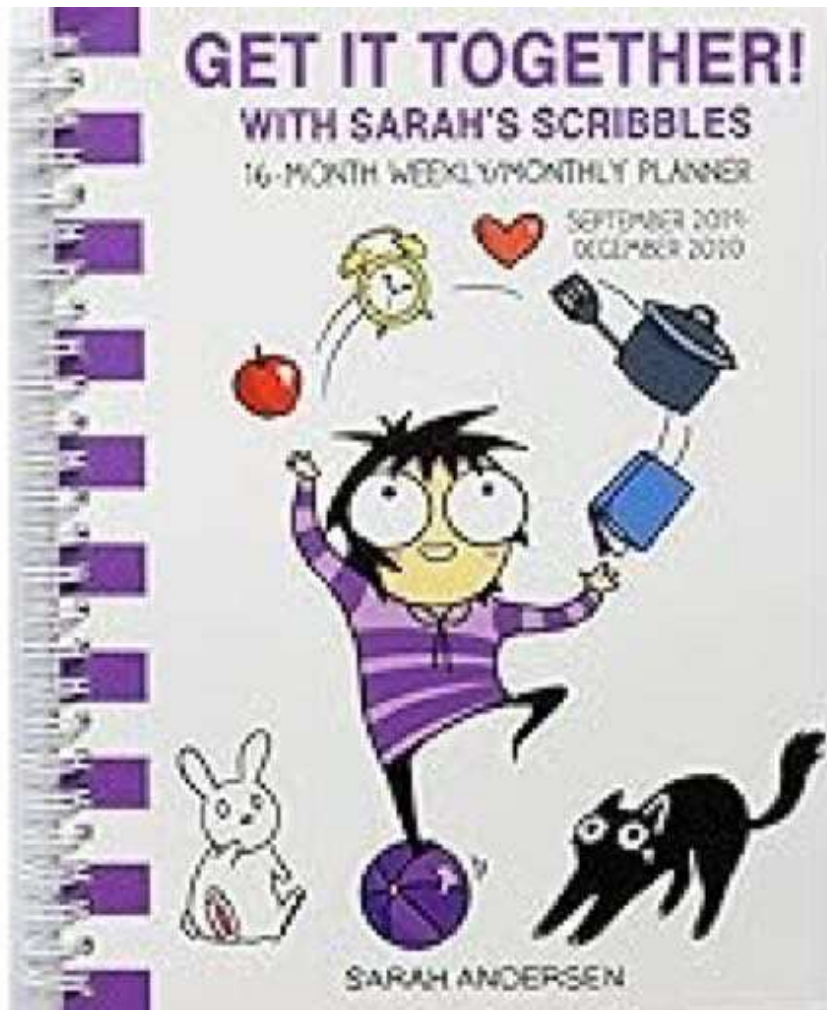
Sarah Andersen: training image 18
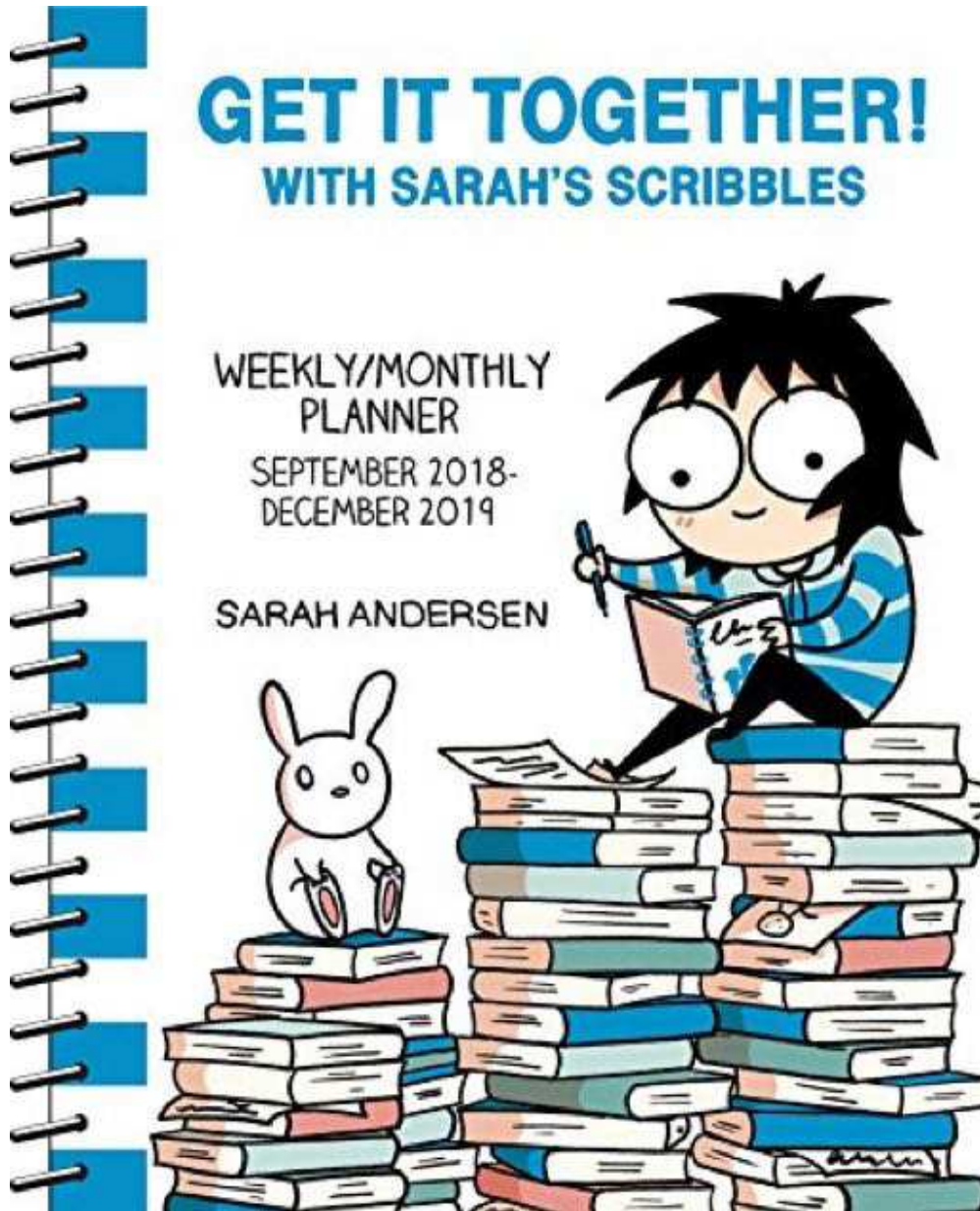
copyright registration: Get It Together! with Sarah Scribbles 2018-2019 16-Month Weekly/ Monthly Planner (TX0008681086)

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)
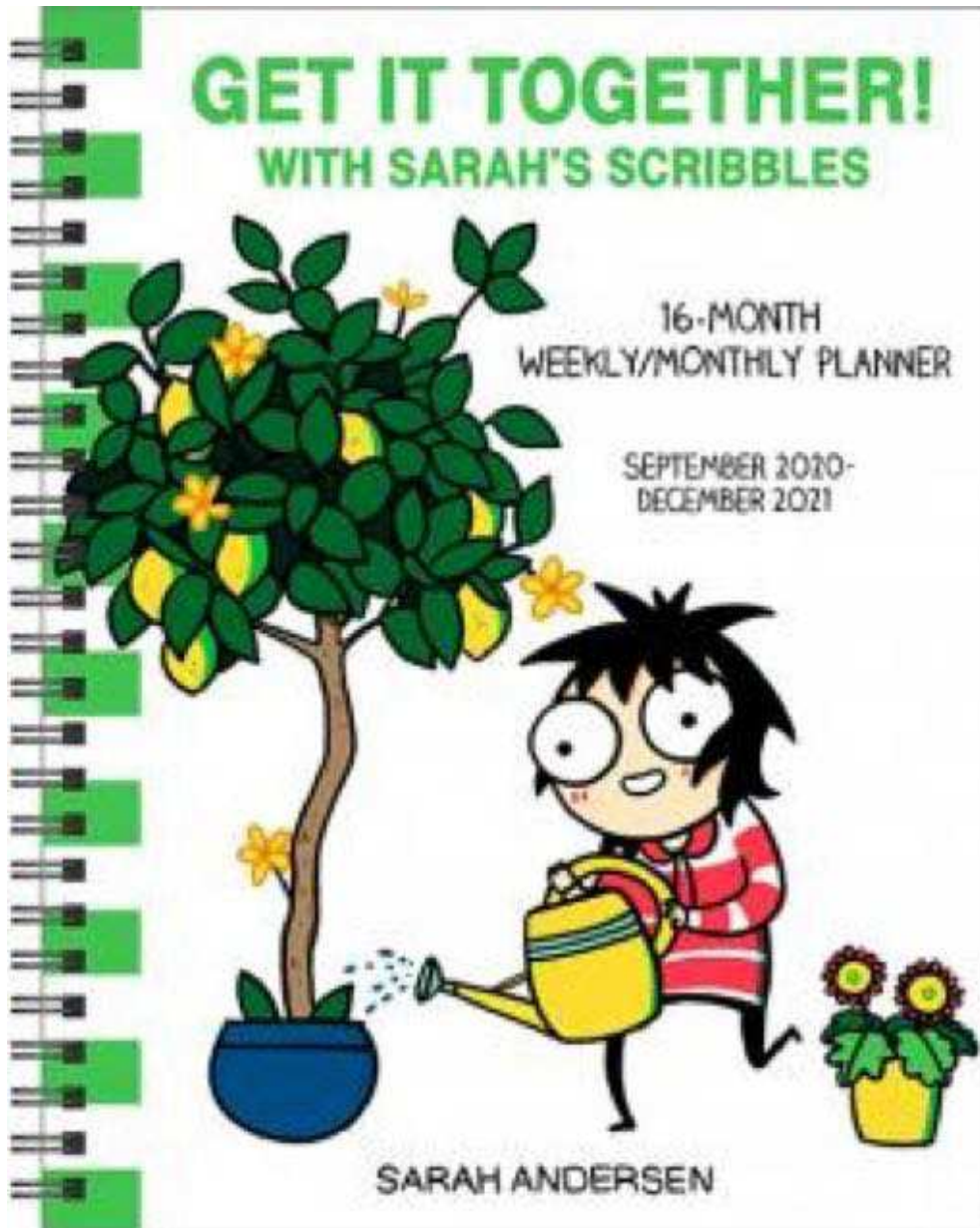
LAION-5B caption: "Sarah's Scribbles 2019-2020 16-Month Monthly/Weekly Planner Calendar"

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

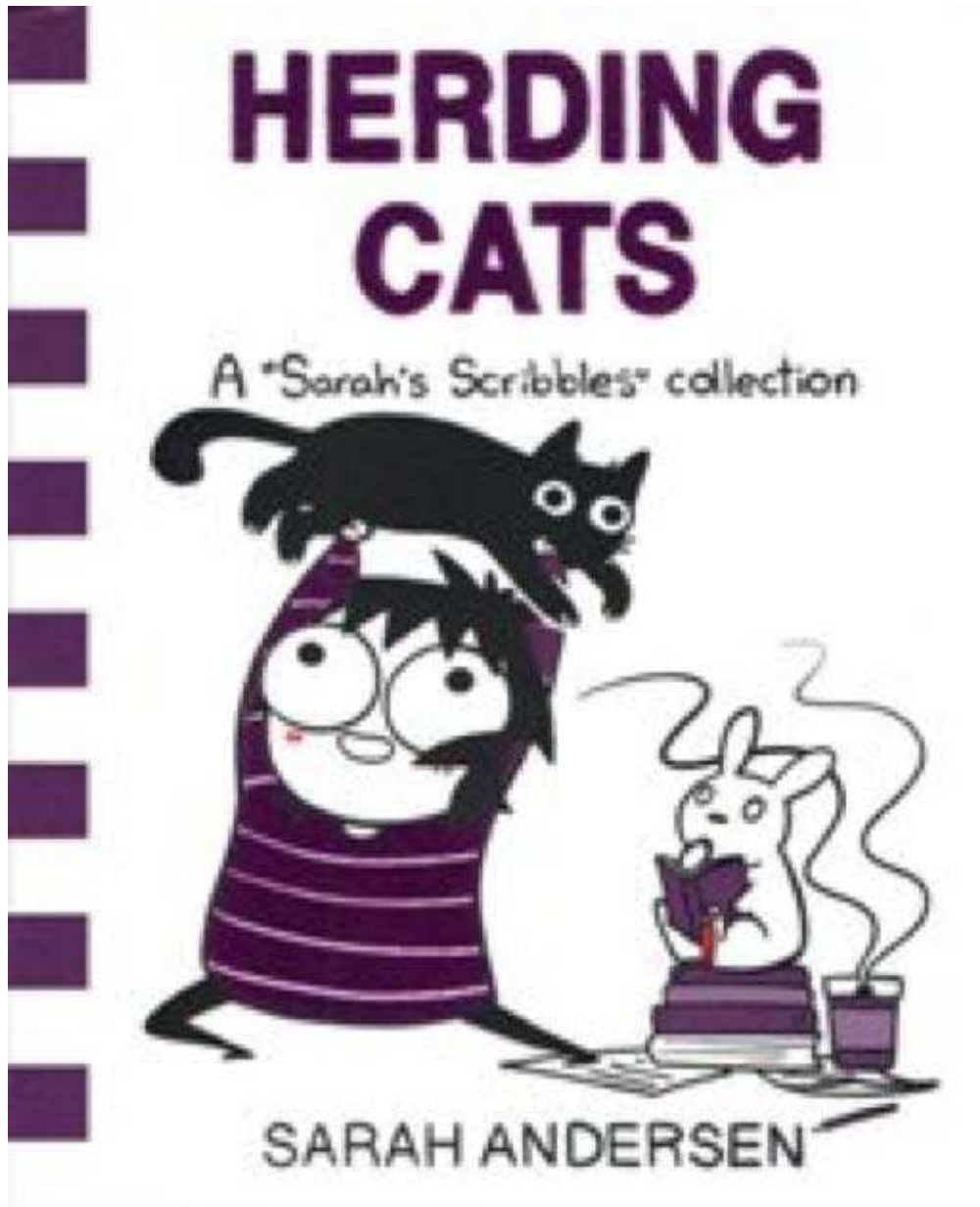# Sarah Andersen: training image 20

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

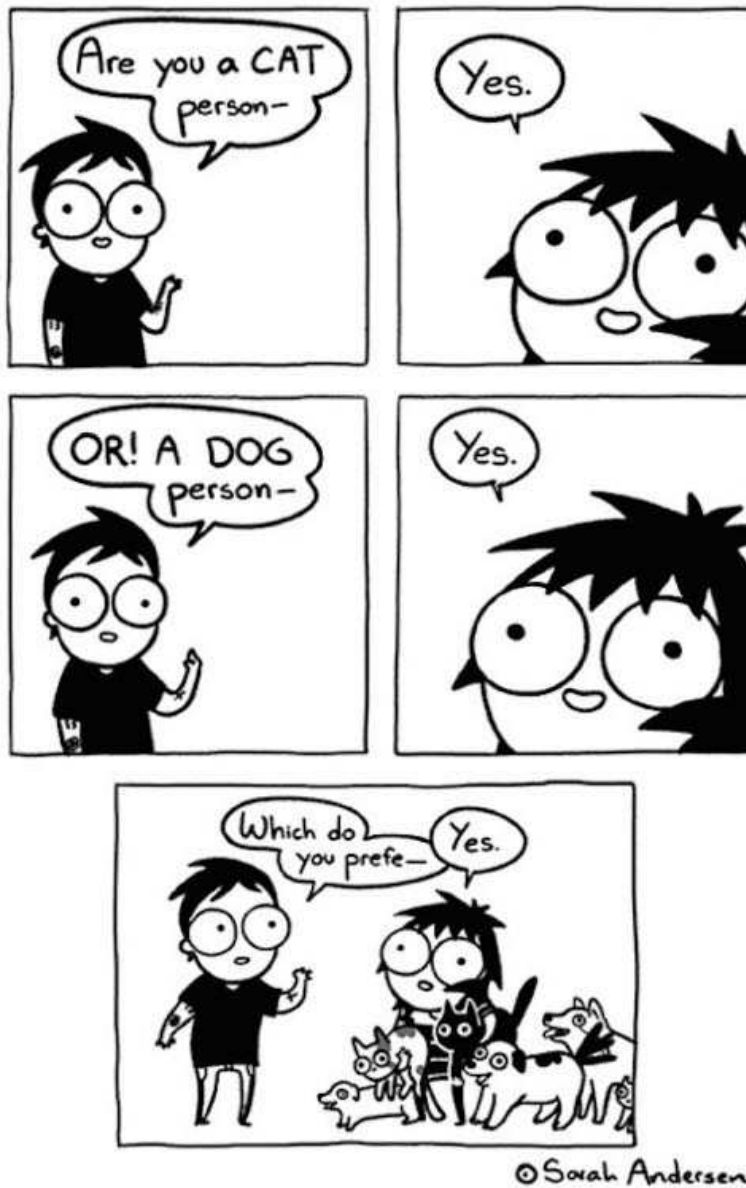copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

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

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
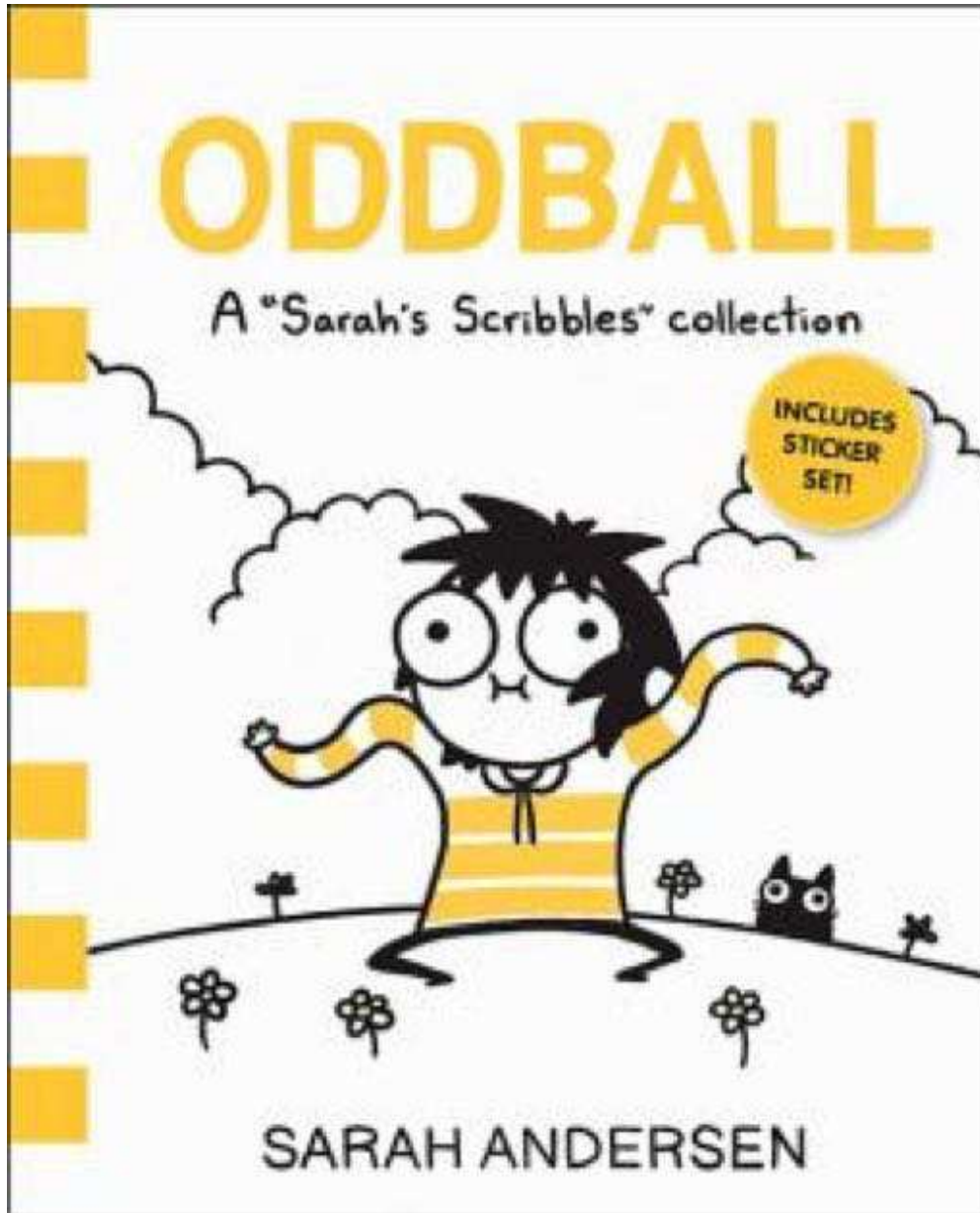
copyright registration: Oddball: A Sarah's Scribbles Collection (TX0009153980)

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

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: "aurorae: 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-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_miauw7P6Yt1qafz6uo1_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/53adb9cbe4b05e0d792c6c88/1405551976391-0QPVOVJGZNORCB97DEUE/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.eyJzdWIiOi
J1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwiaXNzIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVm
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SwiYXVkIjpbInVybjpzZXJ2aWNlOmltYWdlLm9wZXJhdGlvbnMiXX0.B3RPZhY7HYihH0yxgTkcqmbouHq5QNIepHxW03bCy1s

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.eyJpc3MiOiJ1cm46YXBwOjdlMGQxODg5ODIyNjQzNzNhNWYwZDQxNWVhMGQyNmUwIiwic3ViIjoidXJuOmFwcDo3ZTBkMTg4OTgyMjY0MzczYTVmMGQ0MTVlYTBkMjZlMCIsImF1ZCI6WyJ1cm46c2VydmljZTppbWFnZS5vcGVyYXRpb25zIl0sIm9iaiI6W1t7InBhdGgiOiIvZi9iYmY5ZTEyNS1iZDllLTRhNzAtYmFkYy0xYmQ1YWZmZWI0OWYvZDZjb3dzYi0xYjMxZWY0My1mMGQ0LTRiMmEtYmNmNi0zNGJlMTliMGEzOWUuanBnIn1dXX0.5kPKgrrcV8_KFb1iK6wpRimWvGgPLLfxY2FJhWfqgRg

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

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
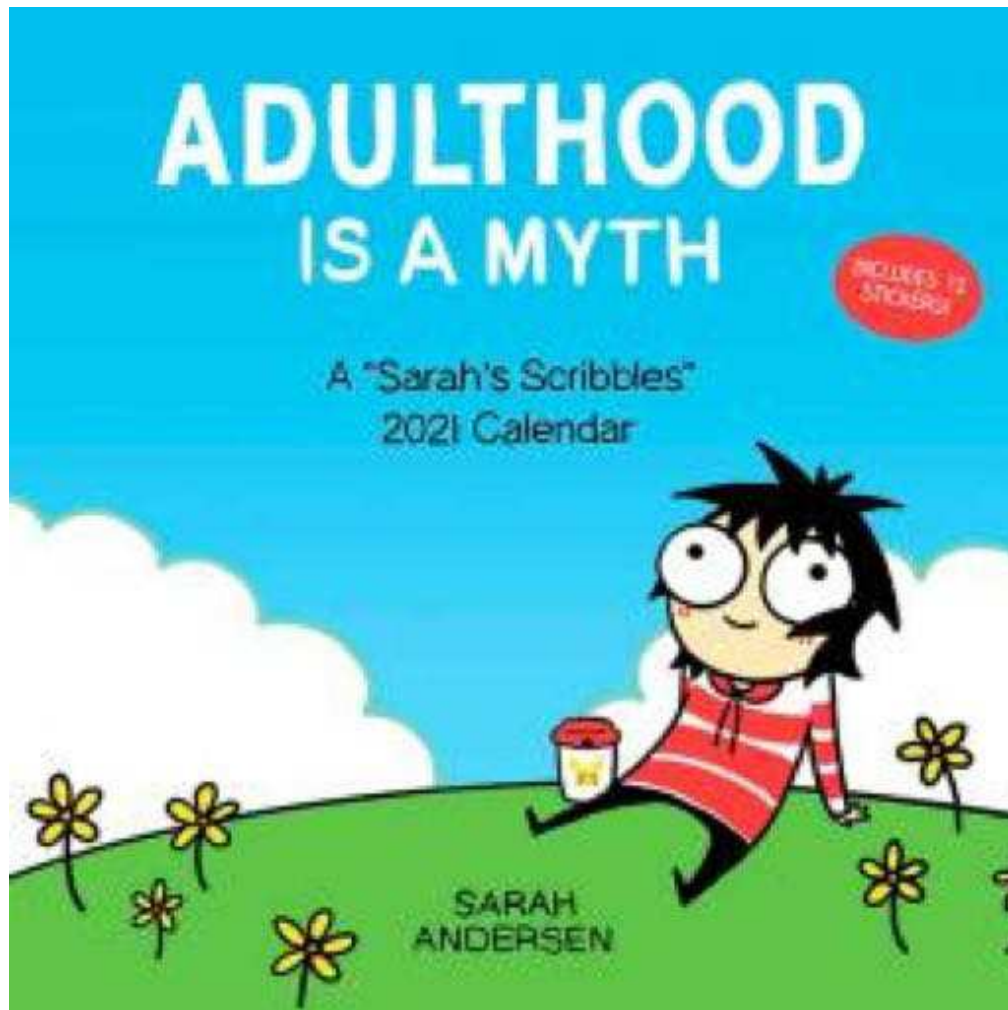
copyright registration: Adulthood is a Myth: A "Sarah's Scribbles" 2021 Wall Calendar (TX0009082399)

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
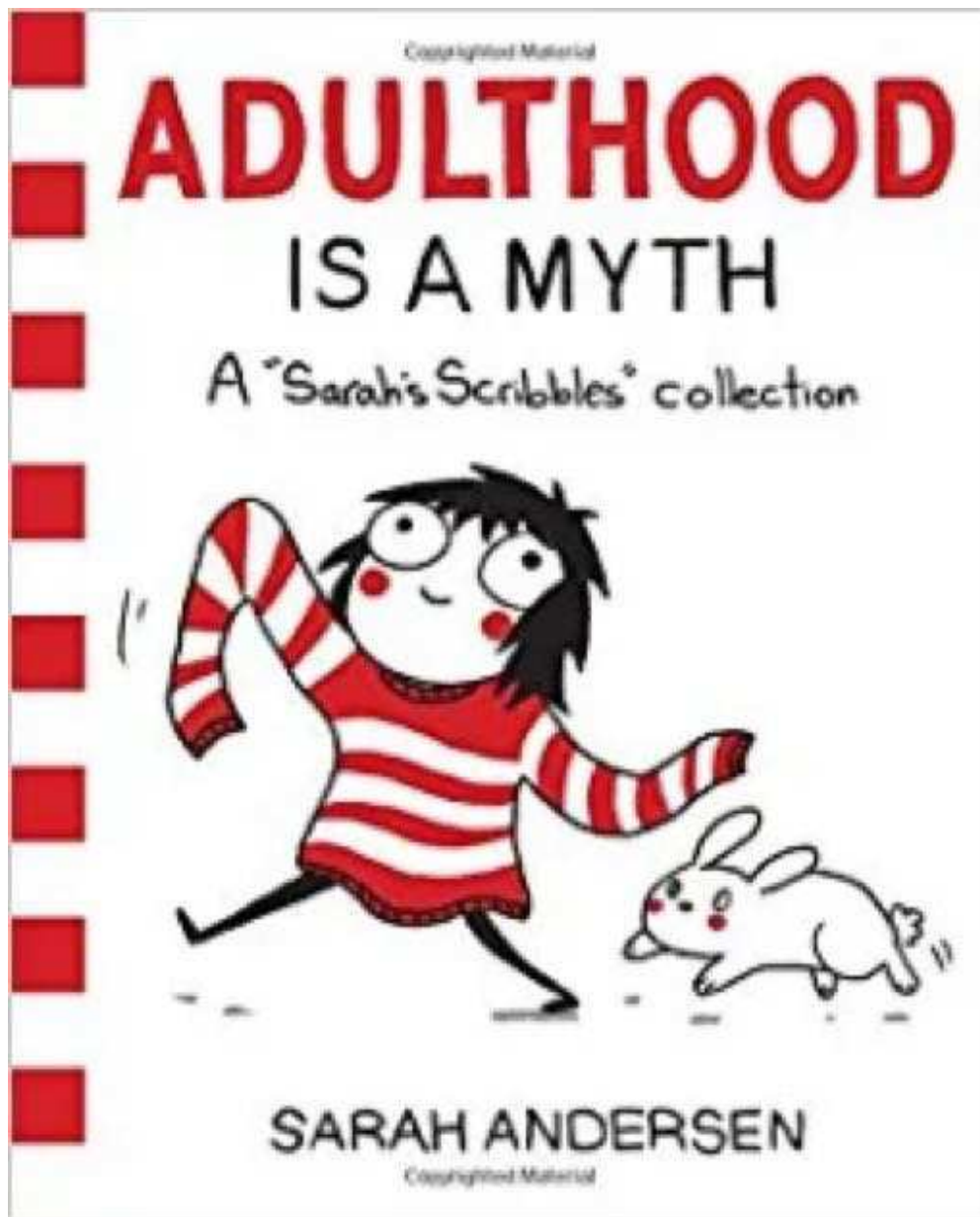
copyright registration: Adulthood Is a Myth: A Sarah's Scribbles Collection (TX0008207926)

LAION-400M caption: "adulthood is a myth sarah andersen 2016 andrews mcmeel publishing"

LAION-400M url: https://omnirambles.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
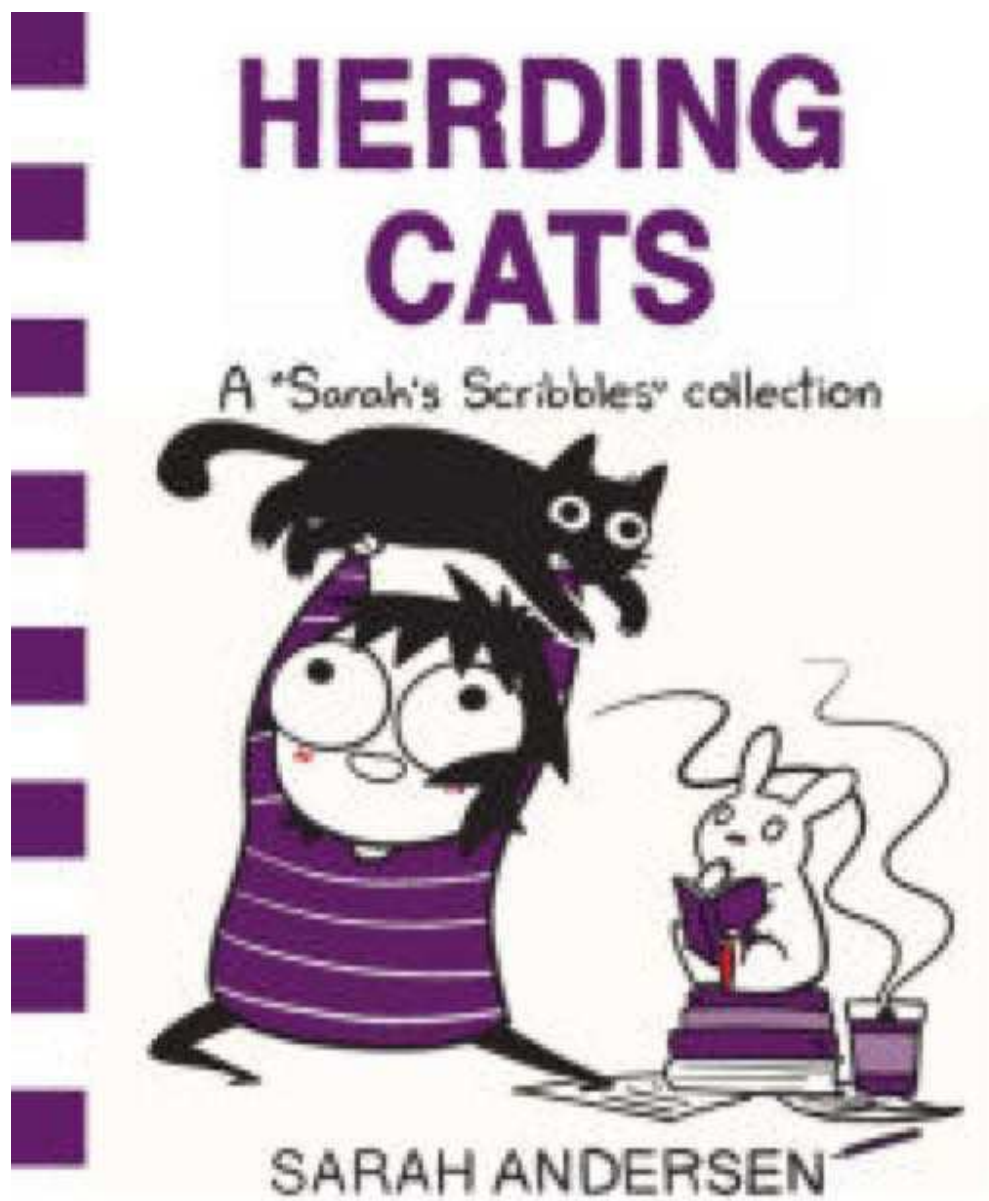
copyright registration: Herding Cats: A Sarah's Scribbles Collection (TX0008564573)

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"
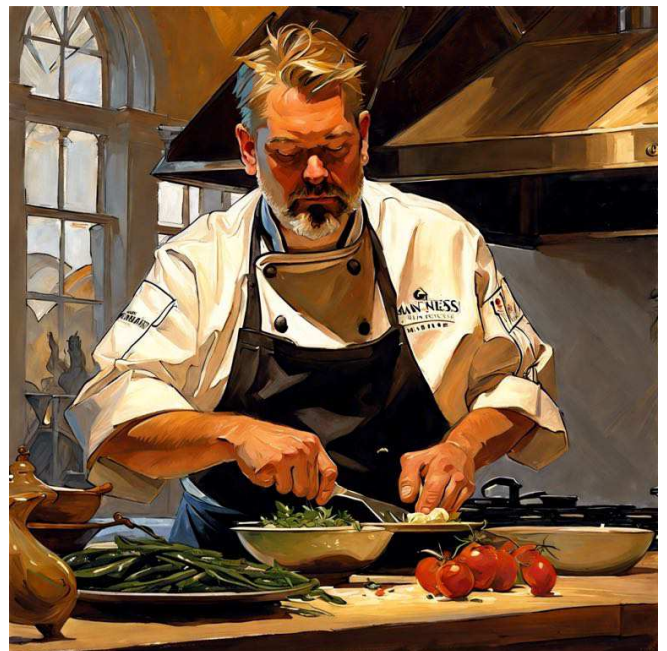
Exhibit D: Stability text prompts — p.3

prompt: "gerald brom chef"
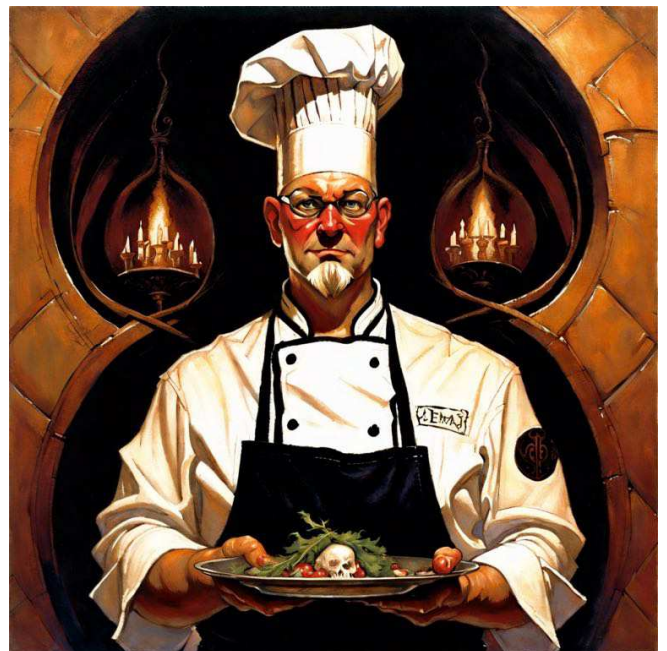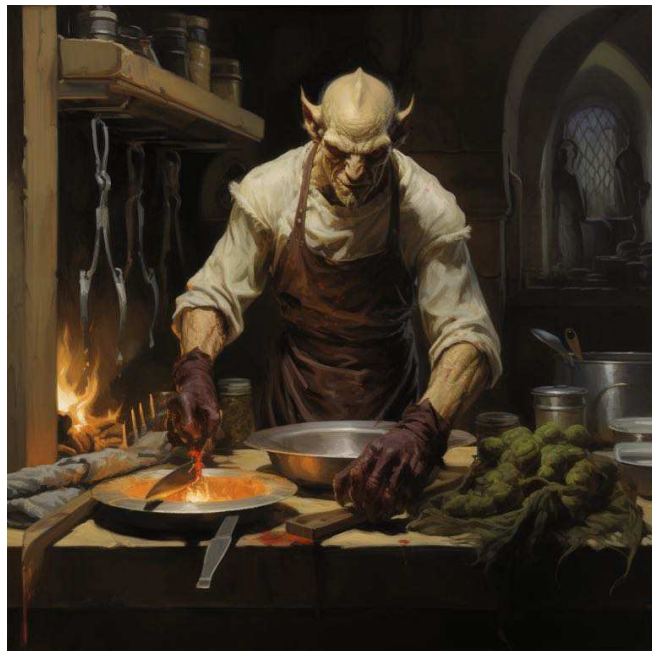
Exhibit D: Stability text prompts — p.4

prompt: "jingna zhang chef"

Exhibit D: Stability text prompts — p.5

prompt: "teacher"
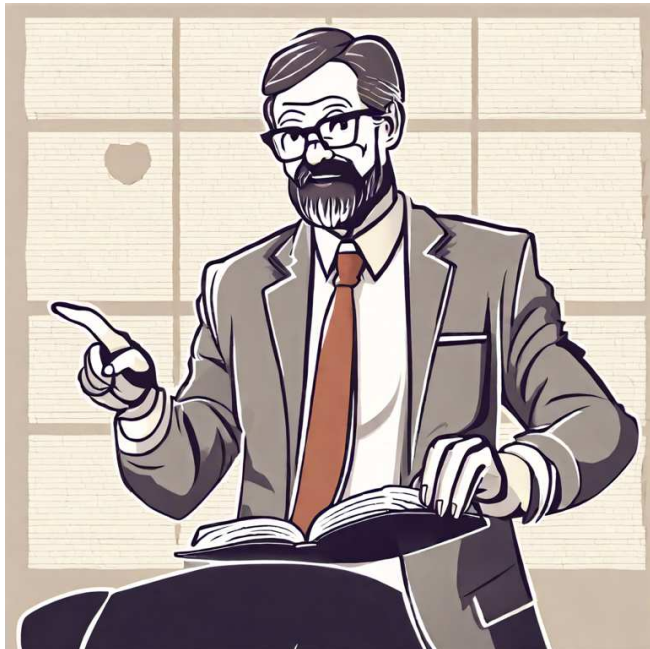
Exhibit D: Stability text prompts — p.6

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"
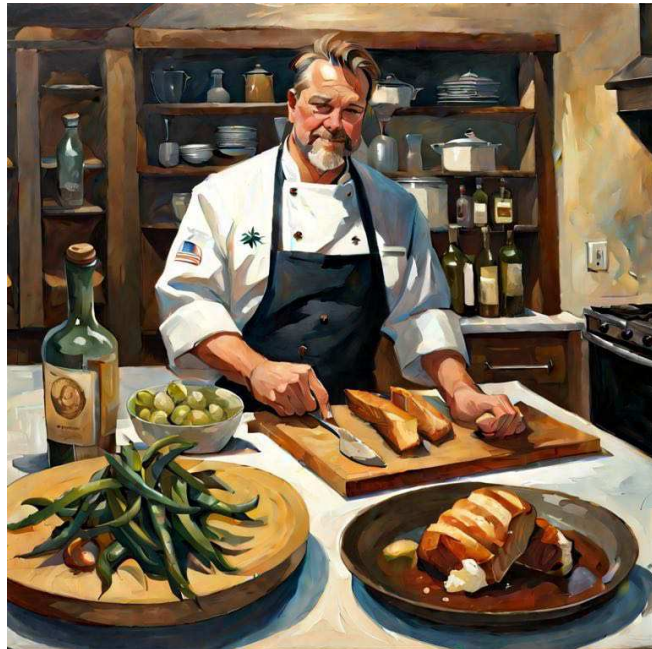
Exhibit E: Runway text prompts — p.3

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"
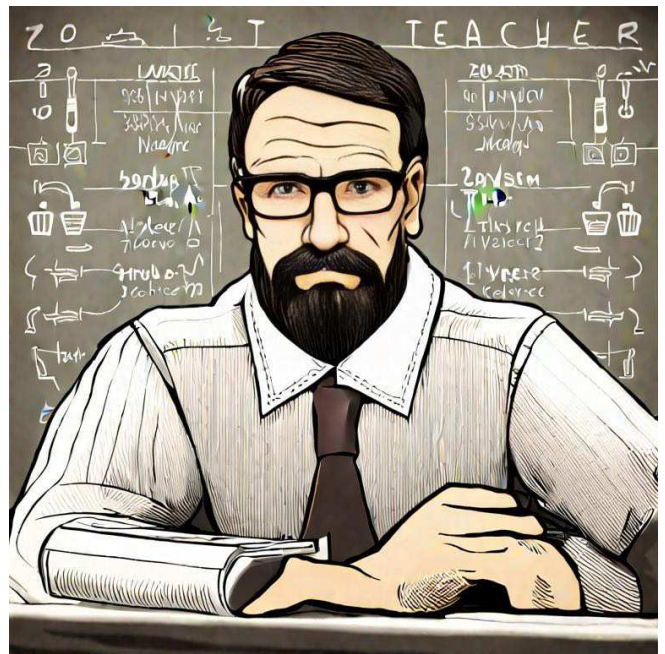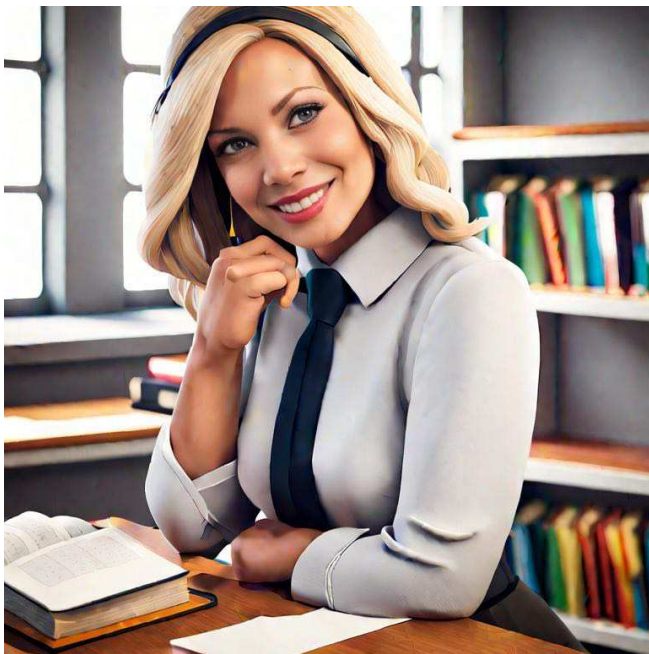
Exhibit E: Runway text prompts — p.8

prompt: "gregory manchess teacher"
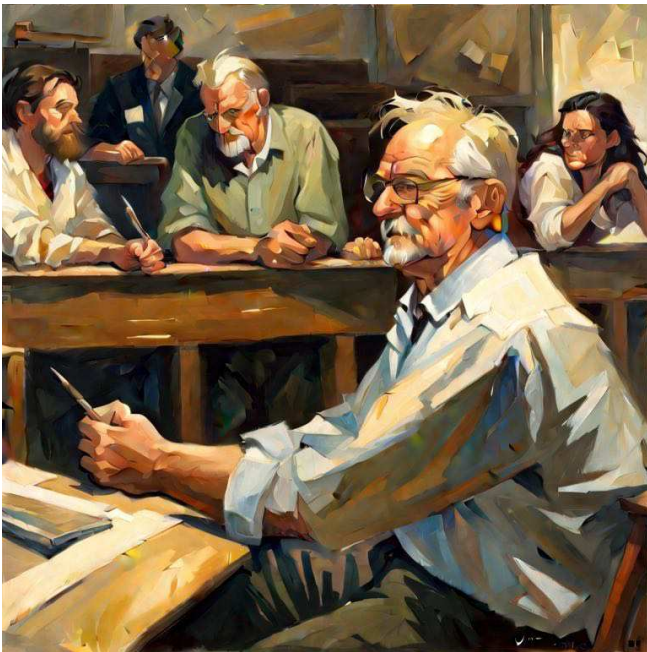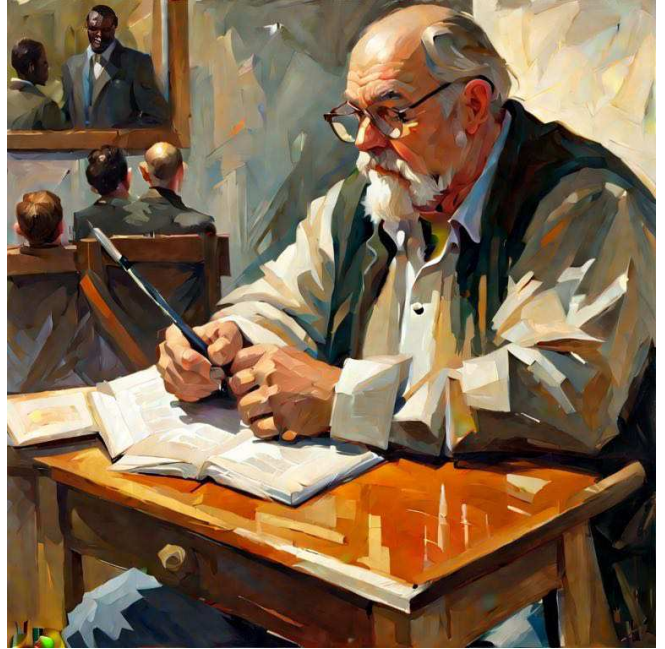
Exhibit E: Runway text prompts — p.9
prompt: "gerald brom teacher"

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"
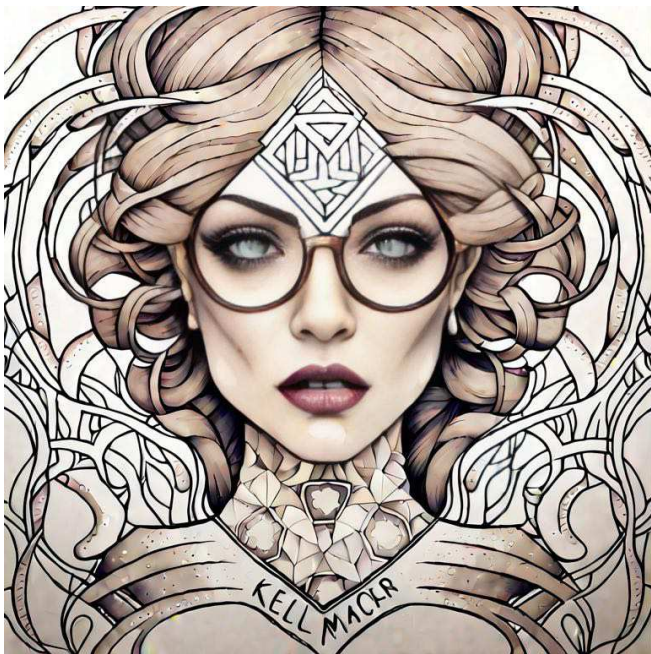
EXHIBIT F

(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"
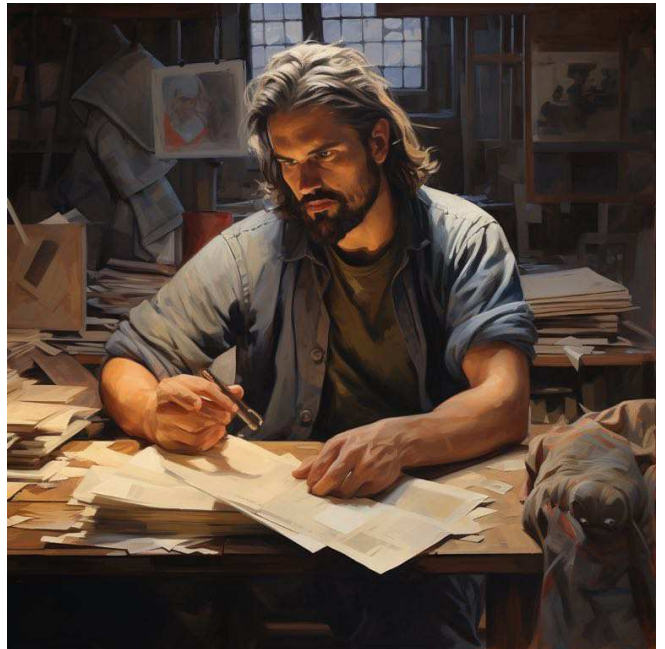
Exhibit F: Midjourney text prompts — p.9
prompt: "gerald brom teacher"
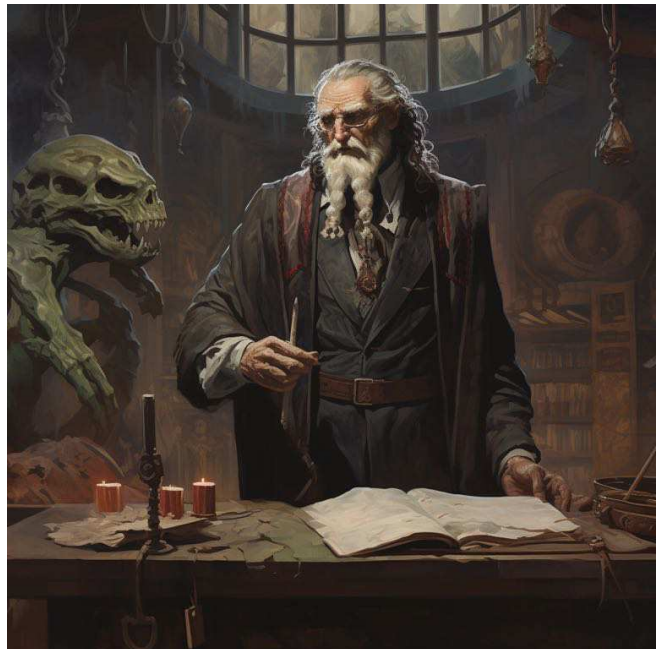
Exhibit F: Midjourney text prompts — p.10
prompt: "jingna zhang teacher"

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)
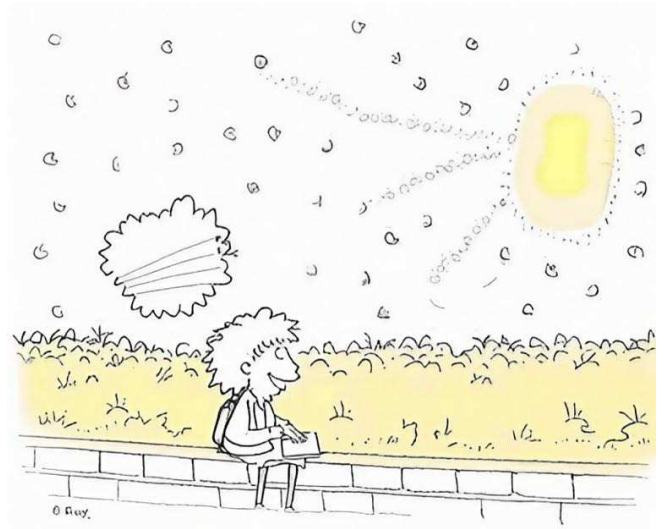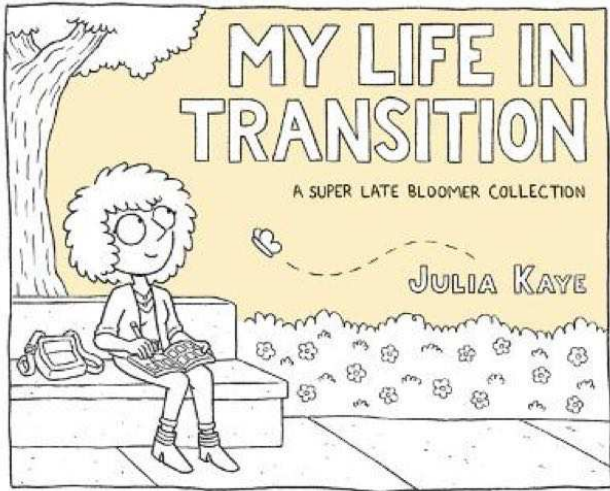
Exhibit G: Stability image prompts — p.15

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: Ultimum (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)
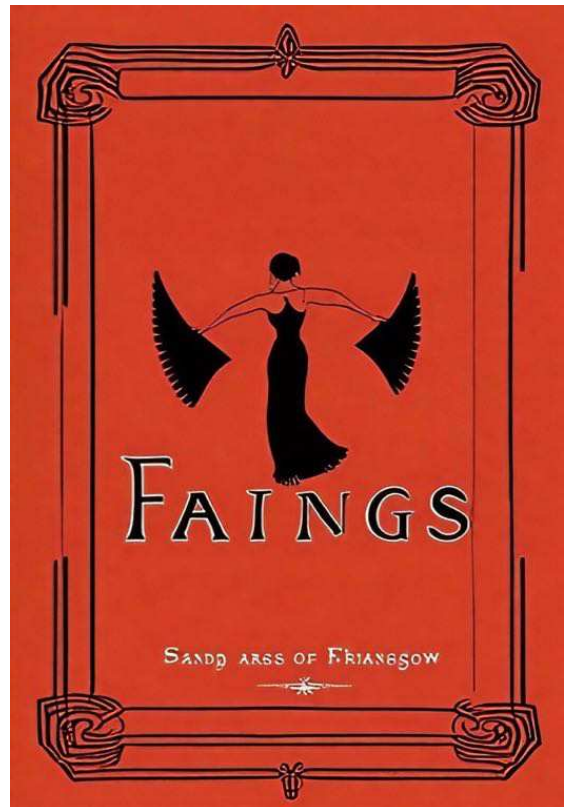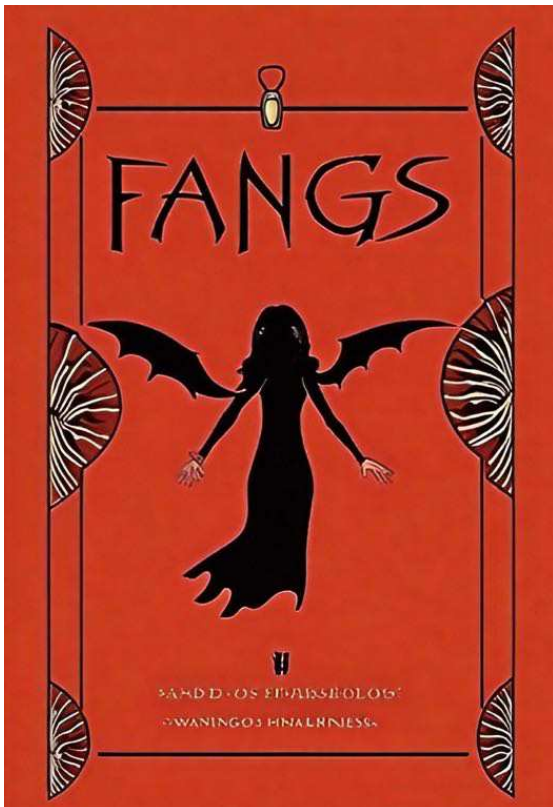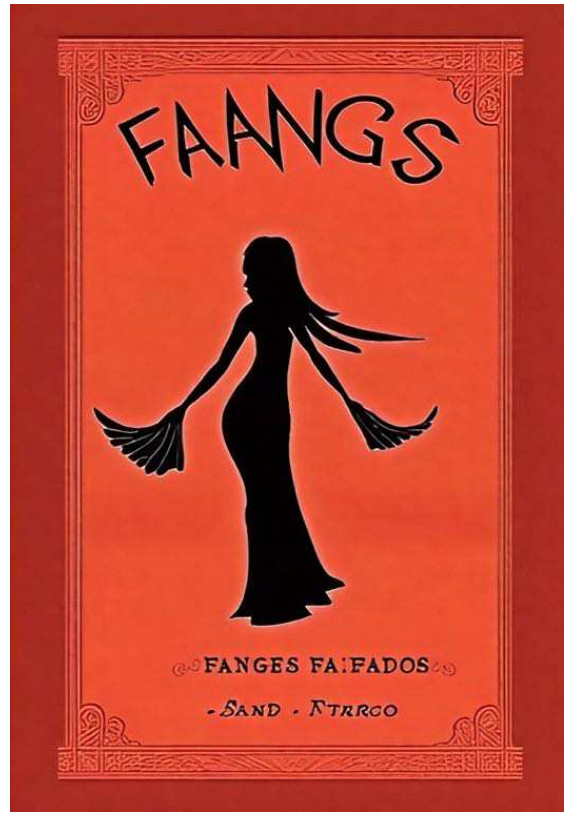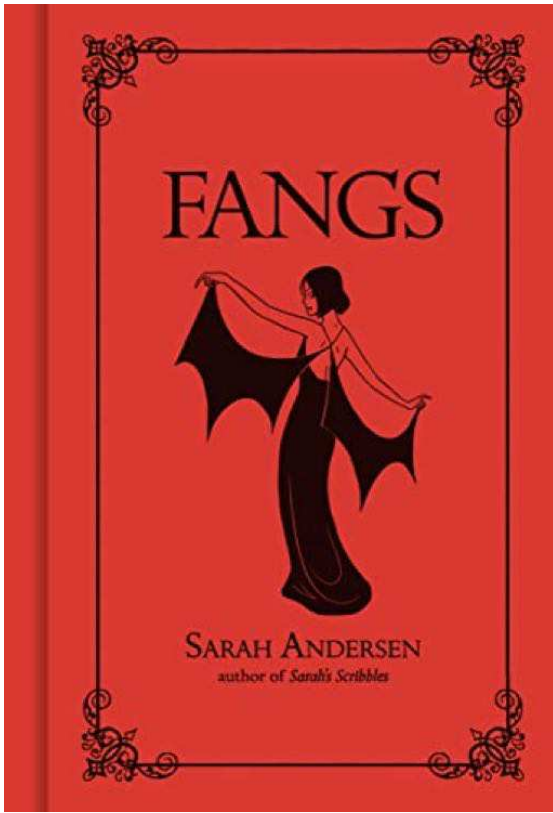
EXHIBIT H

(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: Ultimum (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

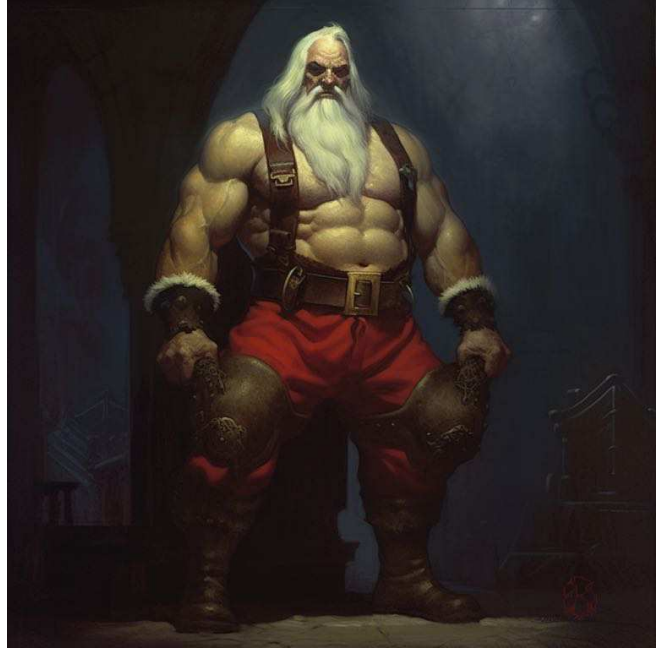# Gerald Brom: Santa (original top left)

Exhibit I: Midjourney image prompts — p.4

Gregory Manchess: Bears (original top left)

Exhibit I: Midjourney image prompts — p.5
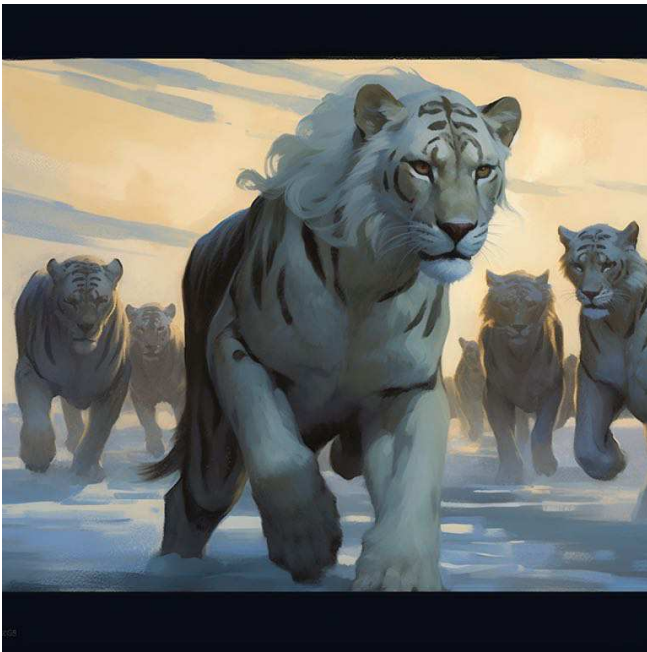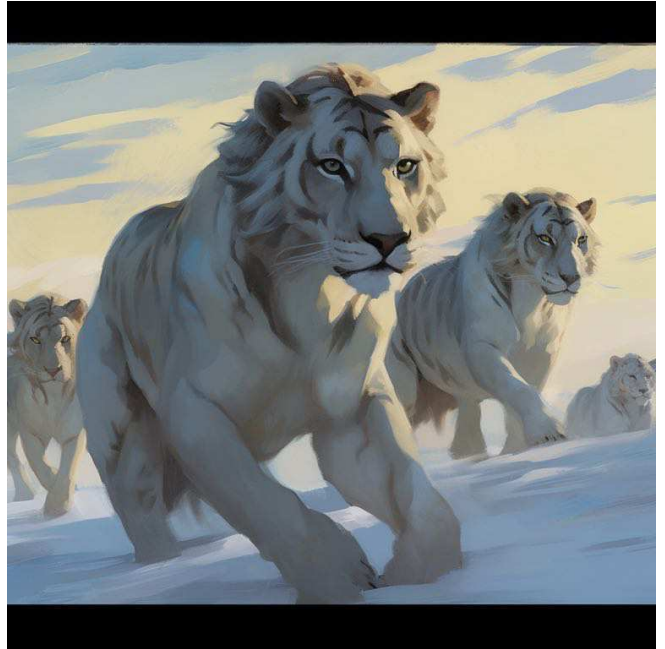# Gregory Manchess: Snow Leopards (original top left)

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

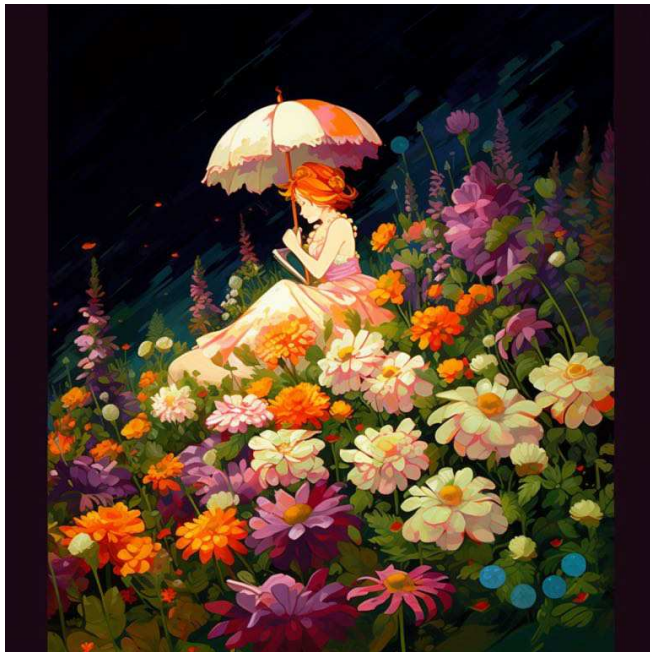# Hawke Southworth: Flowers (original top left)

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: Ultimum (original top left)

Exhibit I: Midjourney image prompts — p.18
Kelly McKernan: Reverie (original top left)

EXHIBIT J

(Midjourney Name List)

108 – graffiti
1292 Advanced Programmable Video System
3DO Interactive Multiplayer
3Steps
909 Art
A1one
Aaron Boyd
Aaron Forsythe
Aaron J. Riley
Aaron McGruder
Aaron Miller
Aaron Reed
Aaron Springer
Aarthi Parthasarathy
Abby Howard
Abdelrahim Ahmed
Abner Dean
ABOVE
Action Max
Ad Carter
Ad Reinhardt
Adachitoka
Adal Hernandez
Adam Arnold
Adam Neate
Adam Paquette
Adam Phillips
Adam Reed
Adam Rex
Adam Styka
Add Fuel
Addison Thomas Millar
Adelphoi Zangaki
Adi Granov
Adolf Karol Sandoz
Adolf Kaufmann
Adolf Schreyer
Adolf Seel
Adolph Gottlieb
Adolphe Aze
Adrian Majkrzak
Adrian Smith
Adrien Dauzats
Advanced Pico Beena
Aenami
Agatha Bennett
Agnes Martin
Aguri Igarashi

Ai Desheng
Ai Kijima
Ai Morinaga
Ai Yazawa
Ainslie Henderson
Aisha Galimbaeva
Aizu Yaichi
Ajit Ninan
Akane Ogura
Akay – graffiti
Akemi Matsunae
Akemi Takada
Akihiko Yamashita
Akihiro Ito
Akihiro Yamada
Akihisa Ikeda
Akihito Yoshitomi
Akiko Hatsu
Akiko Higashimura
Akimi Yoshida
Akimine Kamijyo
Akinobu Uraka
Akio Chiba
Akio Watanabe
Akira Amano
Akira Furuya
Akira Himekawa
Akira Itο
Akira Kanbe
Akira Kojima
Akira Narita
Akira Oze
Akira Suzuki
Akira Toriyama
Akira Yasuda
Al Capp
Al Davidson
Al Gordon
Al Jaffee
Alaa Awad
Alain Resnais
Alain Voss
Alan Barillaro
Alan Becker
Alan Davis
Alan Dean
Alan Gutierrez
Alan Lee
Alan M. Clark
Alan Pollack
Alan Rabinowitz

Alan Stuart Paterson
Alayna Danner
AlbaBG
Albert Bierstadt
Albert Gleizes
Albert Goupil
Albert Kotin
Albert Louis Aublet
Albert Maignan
Albert Pinkham Ryder
Albert Uderzo
Alberto Giacometti
Alberto Pasini
Alberto Saichann
Aldo Capitanio
Alec Monopoly
Alejandro Jodorowsky
Alejandro Mirabal
Aleksandr Nikolayev
Aleksandr Petrov
Aleksandra Ekster
Aleksi Briclot
Alessandra Pisano
Alex Akerbladh
Alex Anderson
Alex Binnie
Alex Brock
Alex Hallatt
Alex Hirsch
Alex Horley-Orlandelli
Alex Konstad
Alex Martinez
Alex Negrea
Alex Norris
Alex Schomburg
Alex Stone
Alex Toth
Alex Vallauri
Alex Williams
Alex Woolfson
Alexander Archipenko
Alexander Bogomazov
Alexander Calder
Alexander Dudar
Alexander Forssberg
Alexander Leydenfrost
Alexander Mokhov
Alexander Ney
Alexander Rodchenko
Alexander Varnek
Alexander Yakovlev

Alexandre Alexeieff
Alexandre Bida
Alexandre Bloch
Alexandre Cabanel
Alexandre Chaudret
Alexandre Jacovleff
Alexandre René Veron
Alexandre Roubtzoff
Alexei Issupov
Alexis A. Gilliland
Alexis Ziritt
Alfons Mucha
Alfred Chateau
Alfred de Dreux
Alfred Dehodencq
Alfred Leslie
Alfredo Luxoro
Alice Aycock
Alice Schille
Alicia Austin
Alicia Mickes
Alicja Uzarowska
Alisa Lee
Alison Luhrs
Alison Snowden
Alix Branwyn
Allan Kaprow
Allen Douglas
Allen Williams
Alli Steele
Allison Carl
Alois Hans Schram
Aloysius O'Kelly
Alton Lawson
Alton Tobey
Alvy Ray Smith
Amadee J. Van Beuren
Amano Akira
Amayagido
Amedeo Modigliani
Amedeo Preziosi
Amedeo Simonetti
Amelia Bennett
Ami James
Amiga CD32
Aminollah Rezaei
Amstrad GX4000
Amy Weber
Amy Winfrey
An Nakahara
Ana Mendieta

Ananda Nahu – graffiti
Anastasia Ovchinnikova
Anato Finnstark
Anders Leonard Zorn
Andi Rusu
André
André Brouillet
André Derain
André François
André Franquin
André Masson
André Pierre Charles
André Suréda
Andrea De Dominicis
Andrea Kruis
Andrea Pazienza
Andrea Radeck
Andreas Deja
Andreas Hykade
Andreas Rocha
Andreas Roller
Andreas Zafiratos
Andres Cuervo Herrero
Andrés Parladé
Andrew Adamson
Andrew Goldhawk
Andrew Huerta
Andrew Hussie
Andrew Johanson
Andrew MacCallum
Andrew Mar
Andrew Murray
Andrew Park
Andrew Robinson
Andrew Stanton
Andrew Tsyaston
Andrew Wyeth
Andrey Kuzinskiy
Andy Brase
Andy Council
Andy Fish
Andy Luckey
Andy Warhol
Angus McBride
Angus McKie
Aníbal Villacís
Anish Kapoor
Anna Brandoli
Anna Christenson
Anna Fehr
Anna Maria Horner

Anna Pavleeva
Anna Podedworna
Anna Steinbauer
Anna Von Mertens
Anne Stokes
Anne Sudworth
Anne Truitt
Anne Wilson
Annibale Scognamiglio
Annie Bendolph
Annie Preece
Annie Sardelis
Anselm Feuerbach
Anson Maddocks
Antal Ligeti
Anthony Caro
Anthony Francisco
Anthony Jones
Anthony Palumbo
Anthony S. Waters
Antoine de Favray
Antoine Pevsner
Antoine-Jean Gros
Anton Tony Binder
Anton Pieck
Antoni Tàpies
Antonio Arraez
Antonio Beato
Antonio Berti
Antonio Bravo
Antonio Fuentes
Antonio Gargiullo
Antonio Muñoz Degrain
Antonio Ortiz Echagüe
Antonio Rivas
Aogachou
Aoi Hiiragi
Aoi Nanase
APF Imagination Machine
APF-MP1000
Apple Bandai Pippin
April Lee
April Prime
Arcadia 2001 and its
variants and clones
Areku Nishiki
Ari Nieh
Ariel Olivetti
Arifur Rahman
Arin Hanson
Arina Tanemura

Aristide Maillol
Arja Kajermo
Arlene Klasky
Arman
Armand Assus
Armand Baltazar
Armand Vergeaud
Armando Salas
Arnal Ballester
Arnie Swekel
Arnold Levin
Arnold Möller
Arotxa
Arsênio da Silva
Arshile Gorky
Art & Language
Art Nugent
Art Spiegelman
Art Young
Arthur Babbit
Arthur Baker
Arthur Davis
Arthur Durston
Arthur Melville
Arthur Rackham
Arthur Rankin
Arthur Streeton
Arthur Suydam
Arthur Thomson
Arthur Trevor Haddon
Arthur von Ferraris
Arthur Watts
Artie Romero
Artur Tarnowski
Artur Treffner
Asa Higuchi
Asger Jorn
Ash – graffiti
Ash Wood
Ashika Sakura
Aslam Kiratpuri
Atari 2600
Atari 5200
Atari 7800
Atari Jaguar
Atari Jaguar CD
Atari Panther
Atari XEGS
Atlas
Atsuko Ishizuka
Atsuko Nakajima

Atsuko Tanaka
Atsushi Kamijo
Atsushi Ogasawara
Atsushi Ōkubo
Atsushi Suzumi
Attila Adorjany
Attilio Simonetti
August Macke
Auguste Borget
Auguste Macke
Auguste Maure
Auguste Rodin
Auguste Veillon
Augusto Valli
Augustus Edwin John
Augustus John
Aurore Folny
Austin Hsu
Austin Osman Spare
AVANT
Avedis Mouradian
Avi Katz
Avoid pi
Aya Kanno
Aya Nakahara
Aya Tarek – graffiti
Ayako Ishiguro
Ayami Kojima
Ayami Nakashima
Ayano Yamane
Ayato Sasakura
Ayumi Komura
Ayumi Kurashima
Ayumi Shiina
Azouaou Mammeri
B. Kliban
B.N.E.
Babyson Chen
Bad Flip Productions
Bal Thackeray
Balcomb Greene
Bally Astrocade
Balthus
Bandai Super Vision 8000
Banksy
Barasui
Barbara Bodichon
Barbara Brackman
Barbara Brandon-Croft
Barbara Hepworth
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 Neuenschwander	Carl Werner
Berkeley Breathed	Bob Weber	Brom	Carlo Ambrosini
Bernard Kowalczuk	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
Cayetano Garza
CD-i
Cecelia Pedescleaux
Cecil Fernando
Cecil Touchon
Ces53
Cesare Biseo
Cesare Dell'Acqua
Cesare Maccari
Chad Kanotz
Chaïm Soutine
Chako Abeno
Champion 2711
Chandra Free
Chanoir
Chao Yat
Charles Addams
Charles Bargue
Charles Binger
Charles Boyce
Charles Conder
Charles D'Oyly
Charles Demuth
Charles Dufresne
Charles Ellis Johnson
Charles Evenden
Charles Fincher
Charles Gillespie
Charles Hinman
Charles James Theriat
Charles Kuhn
Charles Landelle
Charles Logasa
Charles M. Schulz
Charles Rauch
Charles Ray
Charles Robertson
Charles Samuel Addams
Charles Sheeler
Charles Toché
Charles Urbach
Charles Valfort
Charles Vess
Charles Wilda
Charles-Amable Lenoir
Charles-André van Loo
Charlie Nozawa
Chase Stone
Chen Weidong
Chengo McFlingers

Chesley Bonestell
Chester Commodore
Chester Gould
Chica Umino
Chie Shinohara
Chieko Hosokawa
Chiho Saito
Chippy
Chitose Yagami
Chon Day
Chris Achilleos
Chris Appelhans
Chris Bellach
Chris Buck
Chris Clay
Chris Cold
Chris Crosby
Chris Dien
Chris Foss
Chris Garver
Chris Hallbeck
Chris Haukap
Chris J. Anderson
Chris Johanson
Chris Kiritz
Chris Marker
Chris McKay
Chris Mooney
Chris Moore
Chris Niosi
Chris Núñez
Chris Onstad
Chris Ostrowski
Chris Rahn
Chris Rallis
Chris Reccardi
Chris Sanders
Chris Seaman
Chris Shepherd
Chris Slane
Chris Tulach
Chris Van Allsburg
Chris Wedge
Christiaan Nagel
Christian Angel
Christian Krohg
Christian Warlich
Christina Davis
Christine Choi
Christine Corday
Christine Lee Risinger

Christine Roche
Christophe Szpajdel
Christopher B. Wright
Christopher Baldwin
Christopher Burdett
Christopher Hastings
Christopher Lovell
Christopher Miller
Christopher Moeller
Christopher Rush
Christopher Shy
Christopher Wool
Chuck Jones
Chuck Lukacs
Chuck Whelon
Chumy Chúmez
Ciruelo
Ciruelo Cabral
Civilian
Claes Oldenburg
Clamp
Clandestine Culture
Clara Barthold Mayer
Claude Monet
Claude Serre
Claw Money
Claymore J. Flapdoodle
Cleve Gray
Cliff Childs
Cliff Nielsen
Cliff Raven
Clifford McBride
Clint Cearley
Clint Langley
Clover.K
Clyde Caldwell
Clyde Lamb
Clyfford Still
Cocoa Fujiwara
Cody Culp
Cole Eastburn
ColecoVision
Colin Boyer
Colin Campbell Cooper
Colin MacNeil
Collin Estrada
Colonel Moutarde
Commodore 64 Games
System
Commodore CDTV
Compact Vision TV Boy

Conrad Marca-Relli
Conrad Vernon
Constantin Brâncuși
Constantine Andreou
Control-Vision
Cool Disco Dan
Cope2
Cordell Barker
Corey Bowen
Corey D. Macourek
Corey Miller
Cornbread
Cornelius Brudi
Cos Koniotis
Cosmin Podar
CPS Changer
Craig Bartlett
Craig Hooper
Craig J Spearing
Craig McCracken
Craig McKay
Craig Mullins
Craig Phillips
Cris Dornaus
Cristi Balanescu
Crocodile Jackson
Cuesta Benberry
Cutup
Cy Twombly
Cynthia Sheppard
Cyril Van Der Haegen
Czon – sculptures
D-suzuki
D. Alexander Gregory
D. J. Cleland-Hura
D.S. Margoliouth
Daarken
Daichi Banjou
Daijiro Morohoshi
DAIM
Daisuke Higuchi
Daisuke Igarashi
Daisuke Izuka
Daisuke Moriyama
Daisuke Nishio
Daisuke Satō
Daisuke Terasawa
Daisuke Tsutsumi
Daken
Daku
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 Tōyama	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 Béchard	Erika Moen
Dreamcast	Edward Lear	Émile Bernard	Ernanda Souza
Drew Baker	Edward P. Beard	Émile Bréchot	Ernest Normand
Drew Berry	Edward Ruscha	Émile Cohl	Ernest Slingeneyer
Drew Struzan	Edward Troye	Émile Courtet	Erni Vales
Drew Tucker	Edward von Lōngus	Émile Deckers	Ernie Bushmiller
Drew Weing	Edwin Longsden 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 Kyttanen	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 Kitō	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 Tarenghi	Eugène Isabey
Edd Gould	Ekaterina Burmak	Enrique Marín Sevilla	Eugene J. Martin
Eddie Germano	El Bocho	Enrique Tábara	Eugene Lanceray
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	Epsylon .	Eva Hesse
Edgar Martin	Elaine Hamilton	Eric Darnell	Eva Widermann
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
Fajareka Setiawan
Family Computer Disk System
Fang Ganmin
Fang Yue
Fariba Khamseh
Fausto Zonaro
Fay Dalton
Fay Jones
Federico Archuleta
Federico Bartolini
Felice Beato
Félix Arauz
Félix Auguste Clément
Félix Bonfils
Felix Gonzalez-Torres
Felix Thomas
Félix Ziem
Ferd Johnson
Ferdinand Duboc
Ferdinand Max Bredt
Ferdinand Roybet
Fermín Solís
Fernand Cormon
Fernand Léger
Fernand Lungren
Fernando Botero
Fesbra
Filip Burburan
Filippo Baratti
Finnian MacManus
Fiona Hsieh
Fiona Staples
Florence Broadhurst
Florian de Gesincourt
Floyd Norman
FM Towns Marty
Foo Midori
Forrest Imel
Frances Hodgkins
Francesco Coleman
Francesco Hayez
Francesco Noletti
Francis Bacon
Francis Cleetus
Francis Davis Millet
Francis Frith
Francis Picabia
Francis Tsai
Francisco Bores

Francisco Goya
Francisco Iturrino
Francisco Martin
Francisco Miyara
Francisco Sans Cabot
Franciszek Tepa
François Boucher
François Bourgeon
François d'Orléans
François Dubois
François Pierre Barry
François Tabar
Frank
Frank Auerbach
Frank Brunner
Frank Buchser
Frank Dillon
Frank Dunne
Frank Duveneck
Frank Frazetta
Frank Hampson
Frank Henry Mason
Frank Kelly Freas
Frank King
Frank Miller
Frank Paul
Frank Stella
Frank Tashlin
Frank Thomas
Frank Vincent DuMond
Frank Waller
Frank Wu
František Kupka
Franz Kline
Franz Marc
Franz Vinck
Franz Vohwinkel
Franz Xaver Kosler
Frazer Irving
Fred Fields
Fred Fields[8]
Fred Gallagher
Fred Harper
Fred Hooper
Fred Lasswell
Fred Moore
Fred Negro
Fred Neher
Fred Rahmqvist
Fred Sandback
Fred Seibert

Fred Worden
Frédéric Back
Frédéric Bazille
Frédéric Boilet
Frederic Edwin Church
Frederic L. Pape
Frederic Leighton
Frédéric Villot
Frederick Goodall
Frederick Spratt
Frida Kahlo
Friedel Dzubas
Friz Freleng
Frode Øverli
Fujihiko Hosono
Fujiko Fujio
Fujio Akatsuka
Fujio Fujiko
Fuller Potter
Fumi Saimon
Fumi Yoshinaga
Fumino Hayashi
Fumitoshi Oizaki
Fumiyo Kōno
Funatsu Kazuki
Fung Chin Pang
Fusako Kuramochi
Futaba Aoi
Futago Kamikita
Futura 2000
Fuyumi Soryo
Fuzichoco
G-host Lee
G. P. Nerli
Gaboleps
Gabor Csupo
Gabor Szikszai
Gabriel Morcillo
Gabriel Orozco
Gaga Zeng
Gahan Wilson
Gaman Palem
Game Wave Family Entertainment System
Gao Jianzhang
Gao Yan
Gardner Rea
Gary Chalk
Gary Gianni
Gary Kuehn
Gary Larson

Gary Leach
Gary Panter
Gary Ruddell
Gaspare Fossati
Gaston Vuillier
Gaudensi Allar
Gavin Verhey
Geco – graffiti[5]
Gene Ahern
Gene Davis
Gene Day
Gene Deitch
Gengoroh Tagame
Genndy Tartakovsky
Gentile Bellini
Geoff Jeff Hook
Geoff Taylor
Geofrey Darrow
Georg Emanuel Opiz
Georg Macco
George Akiyama
George Aleef
George Asakura
George Baker
George Barr
George Bellows
George Burchett
George Corominas
George Cruikshank
George du Maurier
George Elmer Browne
George Fan
George Fett
George Grosz
George Henry Hall
George Henry Yewell
George Herriman
George Inness
George Lichty
George McManus
George Morikawa
George Passantino
George Pratt
George Segal
George Sprod
George William Joy
George Wolfe
Georges Braque
Georges Croegaert
Georges Gasté
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
Gó 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 Kajiwara	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 Matsuri	Hisayuki Toriumi	Ilse Weber	Izumi Kirihara
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 Tōdō
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
Hiromasa 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	Jiro Suzuki
James Thurber	Jean Cocteau	Jeremy Enecio	Jiro 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	JoWOnder
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
Junior Tomlin
Junji Ito
Junko Karube
Junko Mizuno
Junko Taguchi
Juri Misaki
Justin Cornell
Justin Hampton
Justin Hernandez
Justin Murray
Justin Norman
Justin Roiland
Justin Sweet
Justine Cruz
Justine Jones
Justine Mara Andersen
Justyna Gil
Jūzo Yamasaki
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Kagami Yoshimizu
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Kaishaku
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Kaja Foglio
Kajetan Stefanowicz
Kakifly
Kami Imai
Kamila Szutenberg
Kanao Araki
Kaneyoshi Izumi
Kang Full
Kang Yu
Kanoko Sakurakoji
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Karin Suzuragi
Karl Kopinski

Karl Ludwig Libay
Karl Waller
Karl-Erik Forsberg
Karla Ortiz
Karlgeorg Hoefer
Karmazid
Karuta Shiki
Kasimir Malevich
Kat Von D
Kate Beaton
Katherine Westphal
Kathryn Rathke
Katie Allison
Katsu Aki
Katsuhiro Otomo
Katsuji Matsumoto
Katsuji Morishita
Katsura Hoshino
Katsushi Boda
Katsuya Kondo
Katsuya Terada
Katzen
Kawasumi
Kaworu Watashiya
Kaws
Kazimir Malevich
Kazimir Strzepek
Kazu Kibuishi
Kazue Kato
Kazuhiko Kato
Kazuhiko Shimamoto
Kazuhiro Fujita
Kazuhiro Furuhashi
Kazuhiro Kiuchi
Kazuka Minami
Kazuki Akane
Kazuki Takahashi
Kazuko Fujita
Kazuko Tadano
Kazuma Kodaka
Kazumi Kazui
Kazumi Yamashita
Kazune Kawahara
Kazuo Kamimura
Kazuo Koike
Kazuo Komatsubara
Kazuo Umezu
Kazurou Inoue
Kazusa Takashima
Kazushi Hagiwara
Kazuto Nakazawa

Kazuya Kuroda
Kazuya Minekura
Kazuya Tsurumaki
Kean Soo
Keats Petree
Kee Lo
Kei Enue
Kei Kusunoki
Kei Toume
Keiichi Arawi
Keiichi Hara
Keiji Gotoh
Keiji Hida
Keiji Nakazawa
Keiko Nishi
Keiko Suenobu
Keiko Takemiya
Keiko Tobe
Keiko Yamada
Keinagaki
Keisuke Itagaki
Keitaro Arima
Keith Garletts
Keith Haring
Keith Knight
Keith Milow
Keith Parkinson
Keith Sonnier
Keith Waite
Keito Koume
Kekai Kotaki
Kelly Asbury
Kelly Hamilton
Kelly McBride
Ken Akamatsu
Ken Anderson
Ken Battefield
Ken Frank
Ken Harris
Ken Ishikawa
Ken Jacobs
Ken Kelly
Ken Kimmelman
Ken Meyer
Ken Nagle
Ken Pyne
Ken Sugimori
Ken'ichi Sakemi
Kendi Oiwa
Kenichi Muraeda
Kenichi Sonoda

Kenichi Yoshida
Kenji Tsuruta
Kenjiro Hata
Kenn Navarro
Kenneth Anger
Kenneth Muse
Kenneth Noland
Kenneth Snelson
Kennon James
Kenny Scharf
Kenshi Hirokane
Kensuke Okabayashi
Kentaro Kobayashi
Kentaro Miura
Kentaro Takekuma
Kentaro Yabuki
Kentaro Yano
Kenzo Masaoka
Keratza Vissulceva
Kerby Rosanes
Kerry G. Johnson
Kerstin Kaman
Kev Brockschmidt
Kev Walker
Kevin Dobler
Kevin Long
Kevin McCann
Kevin Murphy
Kevin Siembieda
Kevin Wasden
Kevin Woodcock
Kevin Yee
Khang Le
Khurrum
Kia Asamiya
Kieran Yanner
Kihachiro Kawamoto
Kim Eung-heon
Kim Poong
Kim Prisu
Kim Prisu Nuklé-art
Kim Saigh
Kim Sokol
Kimiko Uehara
Kimio Yabuki
Kimio Yanagisawa
Kimonas Theodossiou
King Robbo
Kinuko Y. Craft
Kipling West
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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
KNIIO	Kunihiko Tanaka	Lee W. Stanley	Lius Lasahido
Knitta Please	Kunio Hagio	Leesha Hannigan	Livia Prima
Know Hope	Kunio Katō	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
Kōichi Tokita	Kyoko Ariyoshi	Leo Zulueta	Lorenzo Lanfranconi
Kōichirō 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 Kiriyama	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
Koji Nishino	Lack	Leonard Glasser	Louis Madarasz
Kōji Seo	Ladislas Starevich	Leonardo Santanna	Louis Michel Bernard
Koji 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

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Ludwig Blum	Makoto Niwano	María José Cristerna	Mark Winters
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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 Kudō
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 Tokuhiro	Max Moreau	Michael James	Mike Nawrocki
Masayuki Kojima	Max Rabes	Michael Kaluta	Mike Peters
Masayuki Sakoi	Max Schödl	Michael Kirby	Mike Ploog
Massimilano 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 Belaevsky
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 Miailhe
Mauricio de Sousa	Michael Cummings	Mike Dringenberg	Miriam Nathan-Roberts
Max Beckmann	Michael Danza	Mike Jordana	Miryam Lumpini
Max Cannon	Michaël 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 Krahulik	Miss Tic

Miss Van – graffiti
Miss.Tic – stencil
Mister Cartoon
Mitch Clem
Mitch Cotie
Mitchell Malloy
Mitsuaki Sagiri
Mitsuba Takanashi
Mitsue Aoki
Mitsukazu Mihara
Mitsumayo
Mitsuo Hashimoto
Mitsuo Iso
Mitsuru Adachi
Mitsuru Hattori
Mitsuru Miura
Mitsuru Sugaya
Mitsuteru Yokoyama
Mitsutoshi Furuya
Mitsutoshi Shimabukuro
Mitsuyo Seo
Mitsuyoshi Sonoda
Mitsuyuki Masuhara
Miwa Ueda
Miyako Maki
Miyuki Kitagawa
Miyuki Kobayashi
Mizuho Aimoto
Mizuki Kawashita
Mizuo Shinonome
Mo Willems
Mochiru Hoshisato
Mogura Anagura
Mohammed Racim
Mohiro Kitoh
Mokona
Mollie Harms
Molly Kiely
Molly Ostertag
Molly Upton
Momoko Sakura
Mona Hatoum
Monique Thirifay
Monte Michael Moore
Monty Oum
Monty Wedd
Monztre
Morio Asaka
Morishige
Morley
Morrie Turner

Morris
Morris Louis
Mort Drucker
Mort Walker
Morteza Katouzian
Moto Hagio
Moto Kikaku
Motoei Shinzawa
Motofumi Kobayashi
Motohiro Katou
Motoka Murakami
Motosuke Takahashi
Moyoco Anno
Mr. Brainwash
MSCHF
Muelle
Muhammad Firdaus
Muneyuki Kaneshiro
Murad Subay
Murasaki Yamada
Murphy Anderson
Murray Ball
Murray Olderman
Mutsumi Inomata
Mutsumi Sasaki
My Vision
Myra Brodsky
N.C. Winters
Nablange
Nadezhda Udaltsova
Nadir Afonso
Nagano
Nakaba Suzuki
Nam June Paik
Nami Akimoto
Namuchi Takumi
Nana Haruta
Nanae Chrono
Nanae Haruno
Nanase Ohkawa
Nancy Crow
Nancy Graves
Nanpei Yamada
Nao Yazawa
Naochika Morishita
Naohisa Inoue
Naoki Urasawa
Naoki Yamamoto
Naoko Takeuchi
Naomi Baker
Naoshi Arakawa

Naoshi Komi
Naoyuki Kageyama
Naoyuki Kato
Narayan Debnath
Narcisse Berchère
Nari Kusakawa
Narumi Kakinouchi
Nashimanga
Natalia Goncharova
Natalie d'Arbeloff
Natalie Riess
Natalie Turner
Nataly Anderson
Natalya Milashevich
Nathalie Hertz
Nathan Altman
Nathan Ian Greene
Nathan Oliveira
Nathaniel Dorsky
Natsuki Sumeragi
Natsuki Takaya
Natsume Ono
Natsumi Ando
Natsumi Itsuki
Natsumi Mukai
Naum Gabo
Neck Face
Ned Dameron
NedRa Bonds
Neil Gaiman
Neil Harbisson
Neil Lonsdale
Neith Nevelson
Nekojiru
Nellie Mae Abrams
Nelson Brown
Nelson DeCastro
Nemea
Neo-Geo AES
Neo-Geo CD[e]
NES/Family Computer
(Famicom)
Nestor Ossandon Leal
NEVERCREW
Newton Ewell
Nic Klein
Nicholas Elias
Nicholas Gregory
Nicholas Gurewitch
Nicholas Krushenick
Nicholas Roerich

Nick Bartoletti
Nick Downes
Nick Hilligoss
Nick Park
Nick Percival
Nick Southam
Nick Walker
Nico Delort
Nicola Forcella
Nicola Leonard
Nicolas de Staël
Nicolas Sicard
Nicole Hollander
Nicole Skeltys
Niels Simonsen
Nigar Nazar
Niki de Saint Phalle
Nikiforos Lytras
Nikko Hurtado
Niko Barun
Niko Pirosmanishvili
Nikolay Karazin
Nikole Lowe
Nikos Nikolaidis
Nils Hamm
Nina Genke-Meller
Nina Matsumoto
Nina Paley
Nintendo 64
Nintendo 64DD
Nintendo GameCube
Nintendo Switch
Noah Bradley
Noboru Ishiguro
Noboru Kawasaki
Noboru Rokuda
Nobuaki Minegishi
Nobuhiro Watsuki
Noburo Ōfuji
Nobuteru Yūki
Nobuyuki Anzai
Nobuyuki Fukumoto
Nobuyuki Takagi
Noelle Stevenson
Noizi Ito
Norbert Bitner
Norifusa Mita
Norihiro Yagi
Norikatsu Miyoshi
Norio Shioyama
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 Vácz
Odoardo Toscani	Pál Bőhm	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 Saïn	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 Grandrieux
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
Osvaldo 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 Dumała	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 Saito
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	Shimpei Itoh	Simon Dominic	Stephen Bentley
System	Shin Takahashi	Simon Otto	Stephen Bradbury
Sega Pico	Shinbo Nomura	Simon Stålenhag	Stephen Daniele
Sega Saturn	Shinchuen Chen	Simon Wells	Stephen Fabian
Sega SG-1000	Shingai Tanaka	Siné	Stephen Greene
Segundo de Chomón	Shingo Araki	Sion Sono	Stephen Hickman
Seiji Matsuyama	Shingo Nanami	Sir David Wilkie	Stephen Hillenburg
Seimu Yoshizaki	Shinichiro Watanabe	Sir John Lavery	Stephen L. Walsh
Seishi Kishimoto	Shinichirō Watanabe	SJK 171	Stephen Powers
Seizo Watase	Shinji Higuchi	Skullphone	Stephen Tappin
Şeker Ahmed Pasha	Shinji Mizushima	Slawomir Maniak	Steve Argyle
Sekihiko Inui	Shinji Nagashima	Smear	Steve Bell
Selena Lin	Shinji Wada	Smelly	Steve Bialik
Selma Gürbüz	Shinjo Ito	SNES-CD	Steve Dillon
Sempé	Shinobu Kaitani	So-Taro	Steve Ditko
Sergei Tretyakov	Shinobu Ohtaka	Sol LeWitt	Steve Ellis
Sergey Glushakov	Shintaro Kago	Solomon Au Yeung	Steve Fiorilla
Sergio Aragones	Shio Satō	Solomon Nikritin	Steve Firchow
Sergio Aragonés	Shiro Amano	Song Shikai	Steve Jobs
Sergio S. Morán	Shiro Yayoi	Sonia Delaunay	Steve Luke
Seth	Shirow Miwa	Sony PlayStation	Steve Oedekerk
Seth Conley	Shishizaru	Sophie Labelle	Steve Prescott
Seth MacFarlane	Shizue Takanashi	Sophie Tatum LaCroix	Steve Purcell
Setona Mizushiro	Shizuru Hayashiya	Soraya Syed	Steve Stiles
Setsuzo Kotsuji	Shizuru Seino	Sōsuke Kaise	Steve Sunu
Shaenon K. Garrity	Sho Fumimura	Sou Nishimura	Steve White
Shai Dahan	Shohei Harumoto	South Africa	Steven Belledin
Shamus Culhane	Shōji Satō	Spike Trotman	Steven Harris
Shang Huitong	Shosuke Kurakane	Stacy Curtis	Steven Russell Black
Shannon Moore	Shotaro Ishinomori	Stan Brakhage	Steven Woloshen
Shannon Wright	Shotsie Gorman	Stan Cross	Stik
Sharin Yamano	Shreya Shetty	Stan Drake	Straub-Huillet
Shaun Tan	Shubhavi Arya	Stan Hunt	Stuart Beel
Shawn McManus	Shūho Satō	Stan Pitt	Stuart Davis
Shawn Wood	Shuichi Shigeno	Stanisław Chlebowski	Stuart Griffin

Studio Ghibli
Sua Sulu'ape Paulo II
Sue Ellen Brown
Sue Reno
Sue Rose
Suehiro Maruo
Sughra Rababi
Sui Ishida
Suihō Tagawa
Sukune Inugami
Sumanta Baruah
Sumie Okazu
Sumika Yamamoto
Sumomo Yumeka
Sun Guoting
Sun Nan
Sunao Hari
Sung Choi
Super A'Can
Super NES/Super
Famicom
Susan Garfield
Susan Hoffman
Susan McCord
Susan Rothenberg
Susan Van Camp
Susumu Katsumata
Susumu Matsushita
Suu Minazuki
Suzanne Helmigh
Suzie Templeton
Suzue Miuchi
Suzuhito Yasuda
Svetislav Jovanović
Svetlana Chmakova
Svetlin Velinov
Swoon
Syd Mead
Sydney Adams
Sylvain Chomet
Symeon Savvidis
Tachibana Higuchi
Tada
Tadahito Mochinaga
Tadanari Okamoto
Tadashi Agi
Tadashi Kawashima
Tadeusz Ajdukiewicz
Taeko Watanabe
Taira Hara
Taishi Mori

Taiyo Matsumoto
Takahiro Kimura
Takahiro Omori
Takako Aonuma
Takako Shigematsu
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Takami Akai
Takamitsu Muraoka
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Takehiko Ito
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Tamiki Wakaki
Tan Yan Yao
Tang Xiaogu
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Tatsuma Ejiri
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Tavar Zawacki
Taylor Ingvarsson
Ted Galaday
Ted Geisel
Ted Goff

Ted Key
Ted Naifeh
Ted Slampyak
Teddy Harvia
Teddy Newton
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Temper
Tensai Okamura
Terebikko
Terese Nielsen
Terry Gilliam
Terry Springer
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Tetsuo Hara
Tetsurō Amino
Tetsurō Araki
Tetsuya Chiba
Tetsuya Saruwatari
Tetsuya Yanagisawa
Tex Avery
The Splasher
Theo Constanté
Theo van Doesburg
Theodor Hellwig
Théodore Chassériau
Théodore Géricault
Théodore Ralli
Theodoros Stamos
Theodoru
Therese May
Thierry Zéno
Thomas Baxa
Thomas Canty
Thomas Daniell
Thomas Denmark
Thomas Gianni
Thomas Hart Benton
Thomas Ingmire
Thomas Kidd
Thomas Kinkade
Thomas M. Baxa
Thomas Manning
Thomas Pendelton
Thomas Phillips
Thomas Rowlandson
Thomas Zenteno
Thornton Willis
Thurop Van Orman
Tianhua X
Tim CON Conlon
Tim Bradstreet

Tim Burton
Tim Gaze
Tim Hildebrandt
Tim Jacobus
Tim Johnson
Tim Kirk
Tim Molloy
Tim White
Timba Smits
Timothy Botts
Timothy Truman
Tina Williams Brewer
Tingting Yeh
Tinker Brothers
Tite Kubo
Titus Lunter
Tobias Kwan
Tobihachi
Todd John Galda
Todd Lockwood
Tohko Mizuno
Toivo
Tokihiko Matsuura
Tom Babbey
Tom Batiuk
Tom Bertino
Tom Bunk
Tom Cheney
Tom Fleming
Tom Friedman
Tom Hodges
Tom Jung
Tom Kyffin
Tom McGrath
Tom Ruegger
Tom Warburton
Tom Wesselmann
Tom Wham
Tom Wilson
Toma Feizo Gas
Tomas Duchek
Tomas Giorello
Tomàs Moragas
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Tommy Arnold
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Tomoki Kyoda
Tomoko Ninomiya

Tomoko Taniguchi
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Tono
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Toyoo Ashida
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Trevor Hairsine
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Tristan Elwell
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Tsuneo Gōda
Tsunomaru
Tsutae Yuzu
Tsutomu Adachi
Tsutomu Kawade
Tsutomu Nihei
Tsutomu Shibayama
Tsutomu Takahashi
Tsuyoshi Nakaima
Tsuyoshi Ōhashi
Tuan Duong Chu
TurboGrafx-CD/CD-ROM²
Tyler Crook
Tyler Jacobson
Tyler Smith
Tyler Walpole
Tyler Wright
U-Jin
Ub Iwerks
UDON
Uichi Ukumo
Ulpiano Checa
Ulrich Brunin
Umberto Boccioni
Umberto Cacciarelli
Ume Aoki
Una Fricker
Undenk
Uriah Voth
Uros Sljivic
Ursula Vernon
Usamaru Furuya
Usune Masatoshi
V. G. Maunier
V.Flash
V.Smile
V.Smile Baby Infant
Development System
Václav Špála
Vadim Meller
Vahan Shirvanian
Val Mayerik
Val Prinsep
Valera Lutfullina
Valerie Valusek
van Ray
Vance Kelly
Vance Kovacs
Vardges Sureniants

Vasily Polenov
Vasily Smirnov
Vasily Vereshchagin
Vaughn Bodé
Vectrex
Velda Newman
Věra Chytilová
Vernon Grant
Veronica V. Jones
Vhils – bas relief
Vi Szendrey
Vic Pratt
Vicco von Bülow
Vicente López Portaňa
Vicente March
Vicente Segrelles
Victor Adame Minguez
Victor Eeckhout
Victor Huguet
Victor Vasarely
Victoria Poyser
Victoria Poyser[5]
Victoria Roberts
Video Arcade System
Video Art
Video Challenger
Video Driver
Videopac+ G7400
Videosmarts
View-Master Interactive
Vision
Vija Celmins
Viko Menezes
Viktor Titov
Vince Deporter
Vince Locke
Vincent Castiglia
Vincent Christiaens
Vincent DiFate
Vincent Dutrait
Vincent Evans
Vincent Manago
Vincent Proce
Vincent Stiepevich
Vincent van Gogh
Vincent Waller
Vincenzo Marinelli
Vinod Rams
Virgil Finlay
Virgil Franklin Partch
Virgil Partch

Virgil Ross
Virgilio Mattoni
Virginio Livraghi
Vito Acconci
Vittore Carpaccio
Vittorio Rappini
Vladimir Borovikovsky
Vladimir Flórez
Vladimir Tatlin
Vladimír Vašíček
VTech CreatiVision
VTech Socrates
Vyvyn Lazonga
W. B. Park
W. Heath Robinson
Waki Yamato
Waldo Peirce
Walerian Borowczyk
Walery Brochocki
Wallace Carlson
Wally Wood
Walt Disney
Walt Kelly
Walter Gould
Walter Lantz
Walter Launt Palmer
Wan brothers
Wang Chuxiong
Wang Feng
Wang Xianzhi
Wang Xizhi
Wang Yuqun
Wanyan Aguda
Ward Kimball
Ward Lindhout
Warren Mahy
Warren Sattler
Wassily Kandinsky
Wataru Murayama
Wataru Yoshizumi
Watson Heston
Wayne Douglas Barlowe
Wayne England
Wayne Reynolds
Wayne Thiebaud
Wayne Wu
Wei Shuo
Wei Wei
Wendy Froud
Wes Anderson
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	WolfSkullJack	Yaya	Yōsuke 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	Yōichi Amano	Yu Yagami
William Copley	Xbox 360	Yoichi Ito	Yudetamago
William Donohoe	Xbox One	Yōichi Kotabe	Yūgo Ishikawa
William Gale	Xbox Series X/S	Yoichi Takahashi	Yuhki Kamatani
William Glackens	Xi Zhang	Yoji Harada	Yuhki Takeuchi
William Hanna	Xiaobotong	Yōji 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	Yōko 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 Kondō	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	Yūki Tabata
William Wu	Yang Kyung-soo	Yoshihiro Togashi	Yuki Urushibara
Willian Murai	Yang Woo-suk	Yoshihiro Yonezawa	Yukie Tajima
Willie Abrams	Yangygan	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 Kanō	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 Hojo	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	Кроха
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

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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

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Exhibit K: Midjourney Showcase — p.3

"Gerald Brom" in prompt

Jill Bill

Baba Yaga, painting by Gerald Brom style

ar 2:3   style raw

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Exhibit K: Midjourney Showcase — p.4
"Gerald Brom" in prompt

Jill Bill

Baba Yaga, the old witch, painting by
Gerald Brom style

ar 2:3

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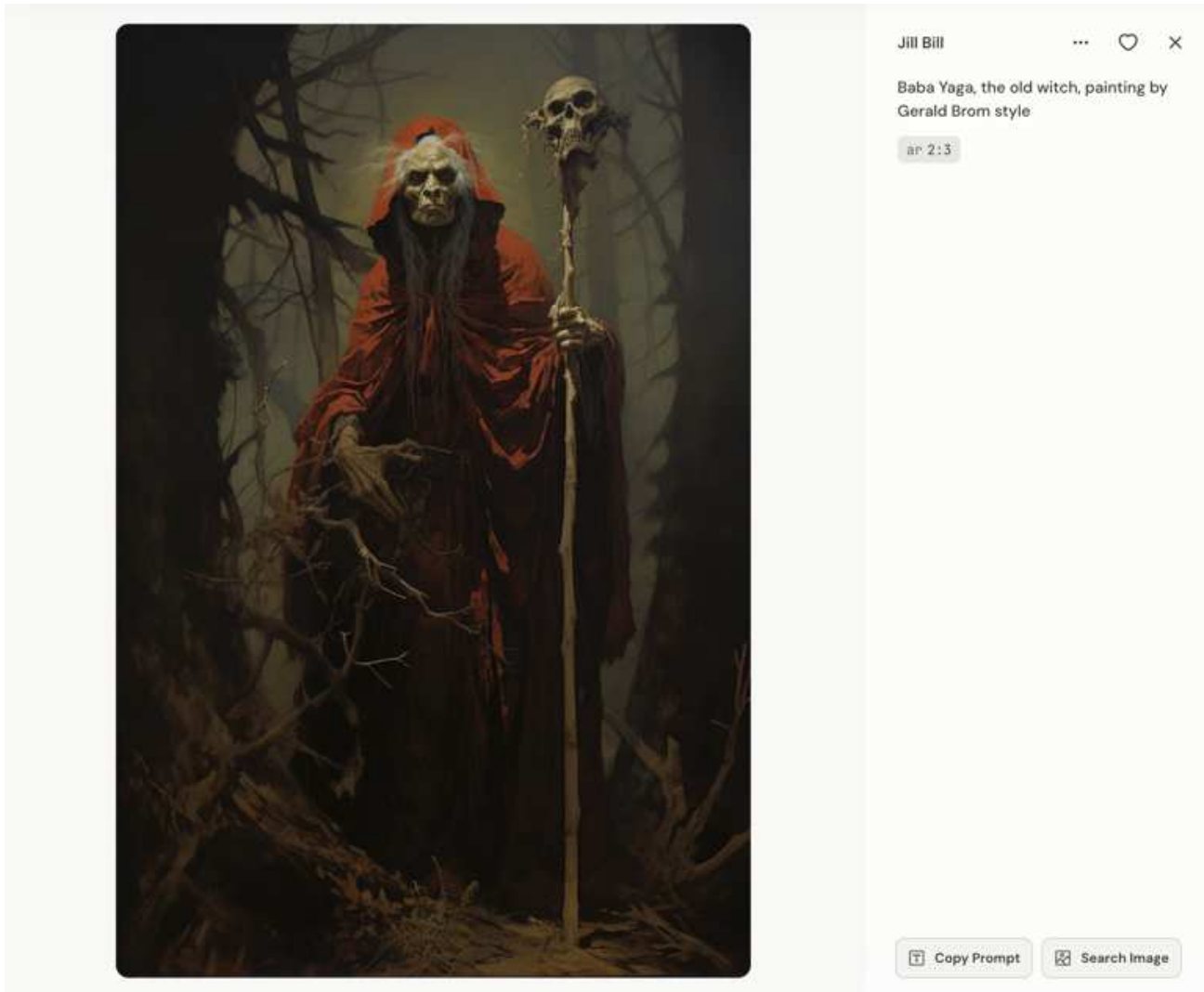
Exhibit K: Midjourney Showcase — p.5

"Gerald Brom" in prompt

Exhibit K: Midjourney Showcase — p.6

"Gregory Manchess" in prompt

Exhibit K: Midjourney Showcase — p.7

"Gregory Manchess" in prompt
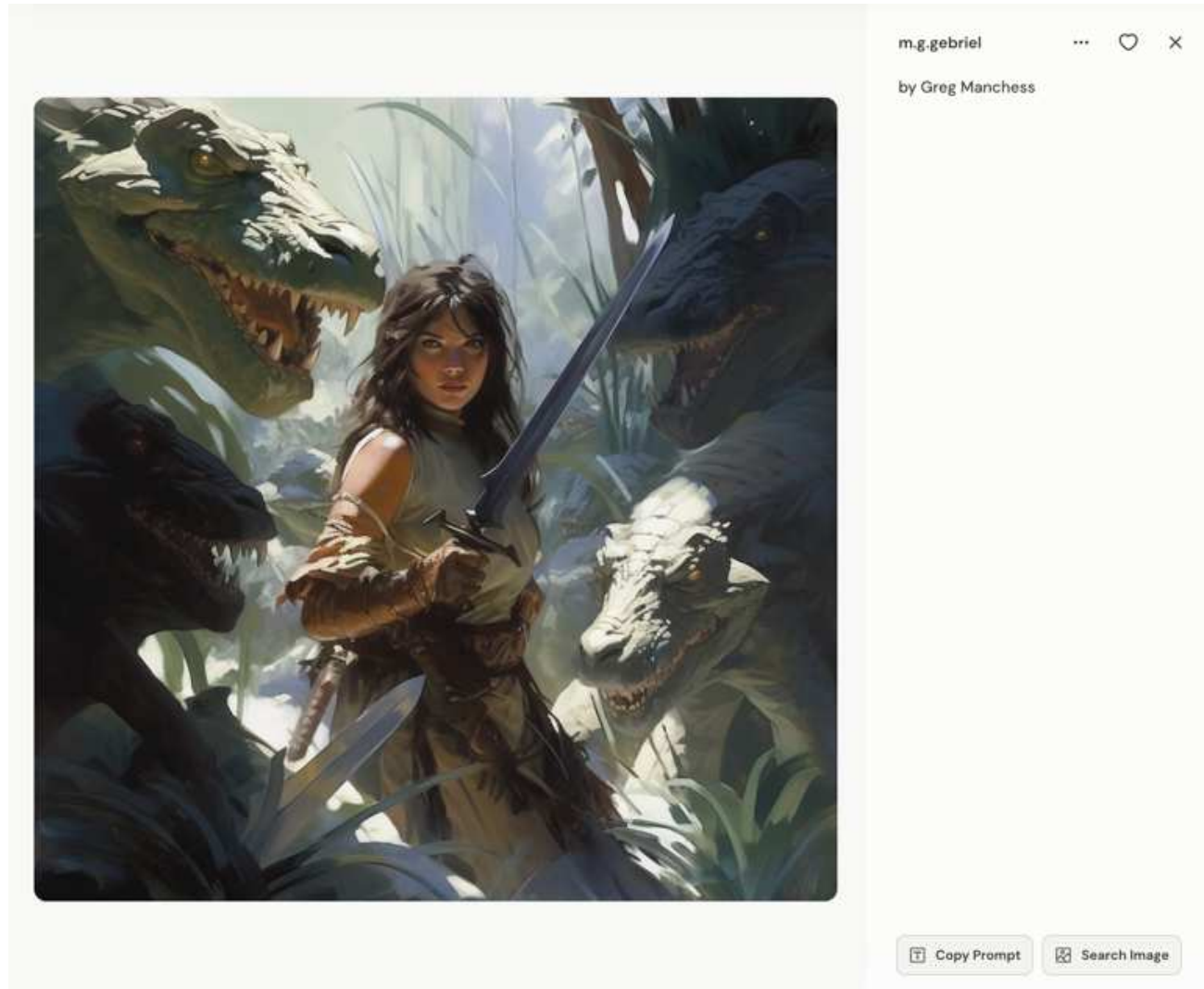
Exhibit K: Midjourney Showcase — p.8

"Gregory Manchess" in prompt

Exhibit K: Midjourney Showcase — p.9
"Gregory Manchess" in prompt

Exhibit K: Midjourney Showcase — p.10

"Gregory Manchess" in prompt

Exhibit K: Midjourney Showcase — p.11

"Jingna Zhang" in prompt

Exhibit K: Midjourney Showcase — p.12

"Jingna Zhang" in prompt

Exhibit K: Midjourney Showcase — p.13
"Jingna Zhang" in prompt

ainurrazd   ···   ♡   ✕

Zhang Jingna model

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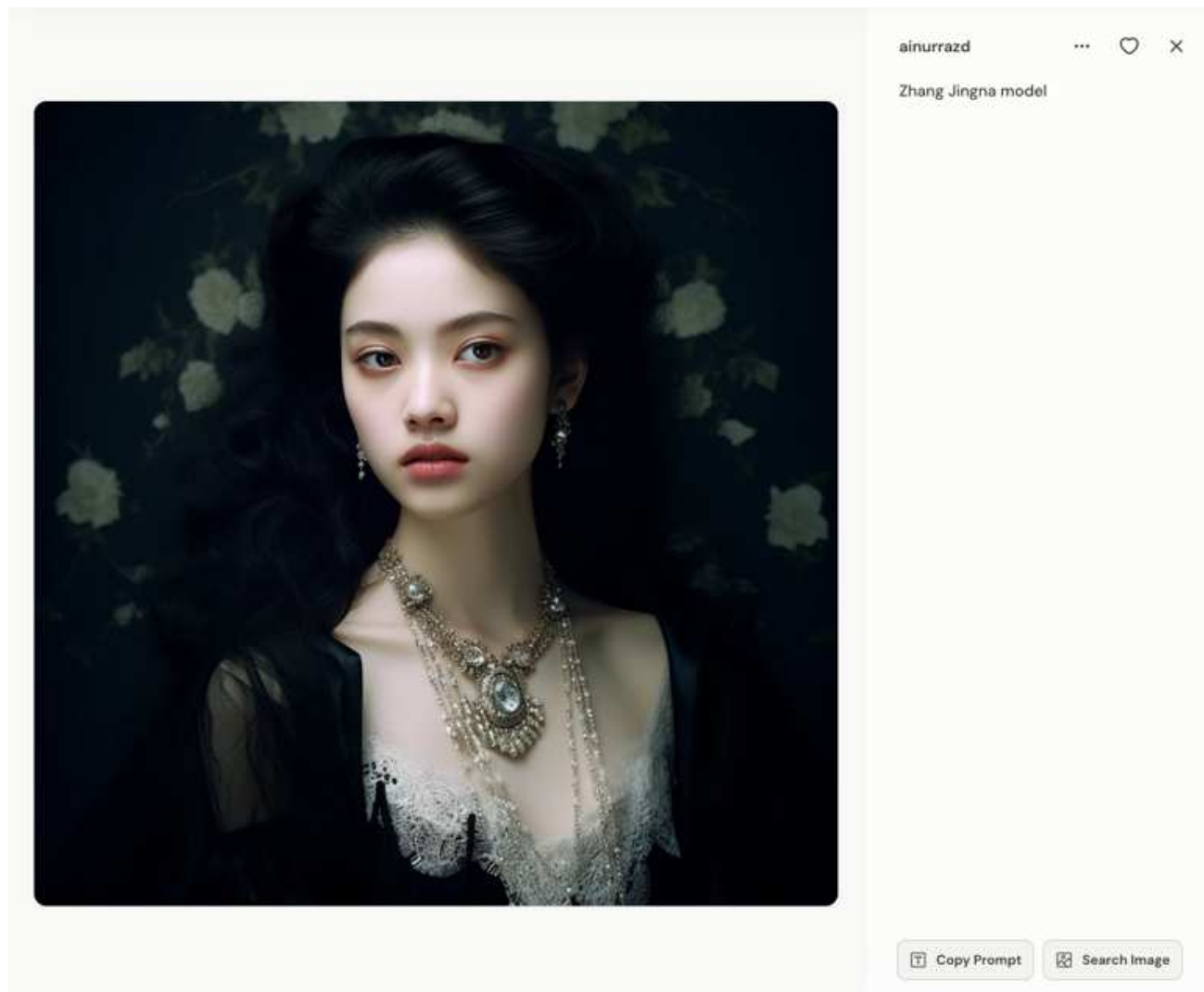
Exhibit K: Midjourney Showcase — p.14

"Jingna Zhang" in prompt

blackoak   ···   ♡   ✕

Zhang jingna, harpers bazaar, mid body portrait,

ar 8:12   s 250

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Exhibit K: Midjourney Showcase — p.15
"Jingna Zhang" in prompt

Exhibit K: Midjourney Showcase — p.16
"Jingna Zhang" in prompt
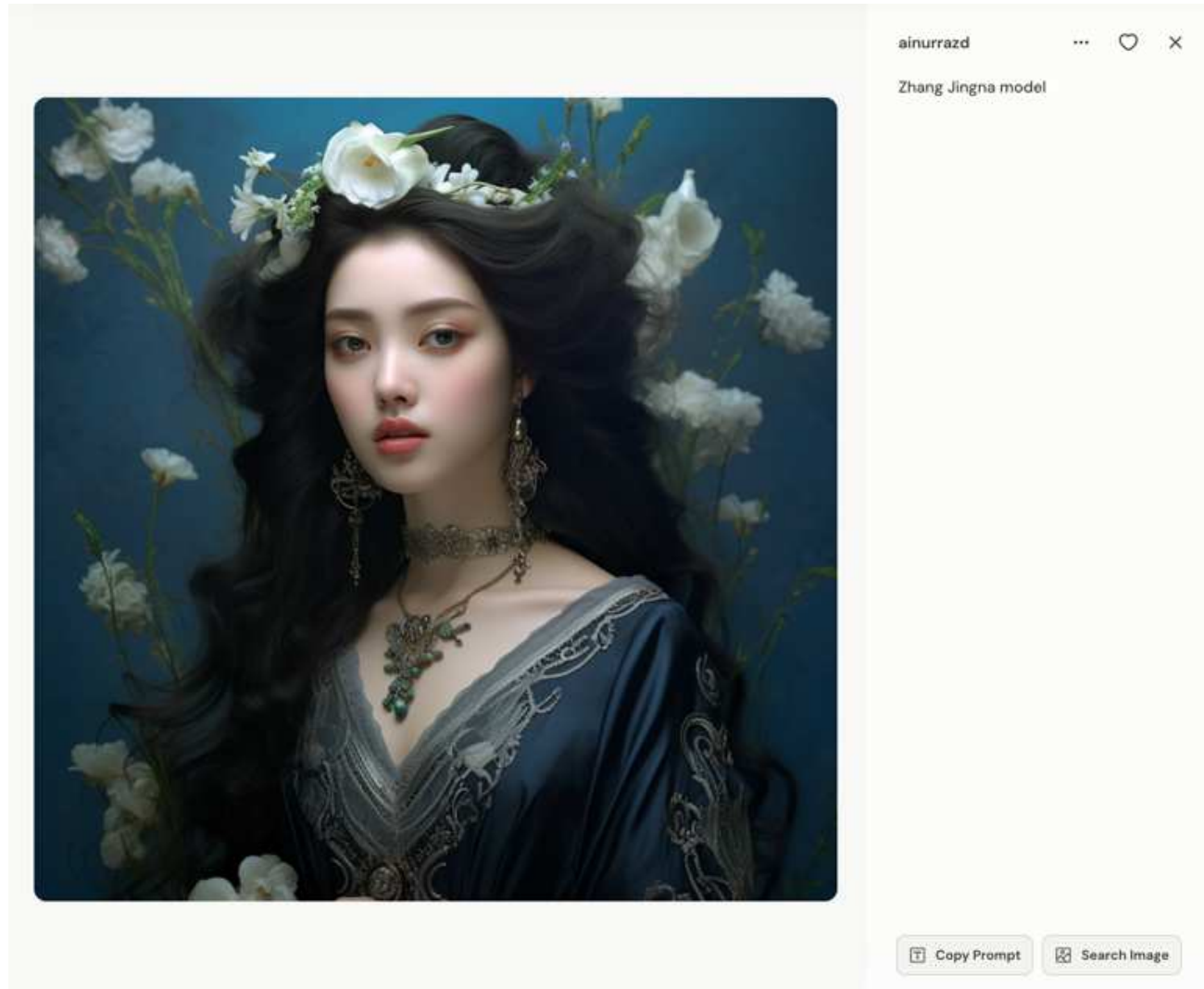
Exhibit K: Midjourney Showcase — p.17
"Kelly McKernan" in prompt

lulurosie   ···   ♡   ✕

3/4 portrait of a woman with fully body
chinese porcelain tattoos, blue and
white Kelly McKernan --upbeta

T Copy Prompt   Search Image

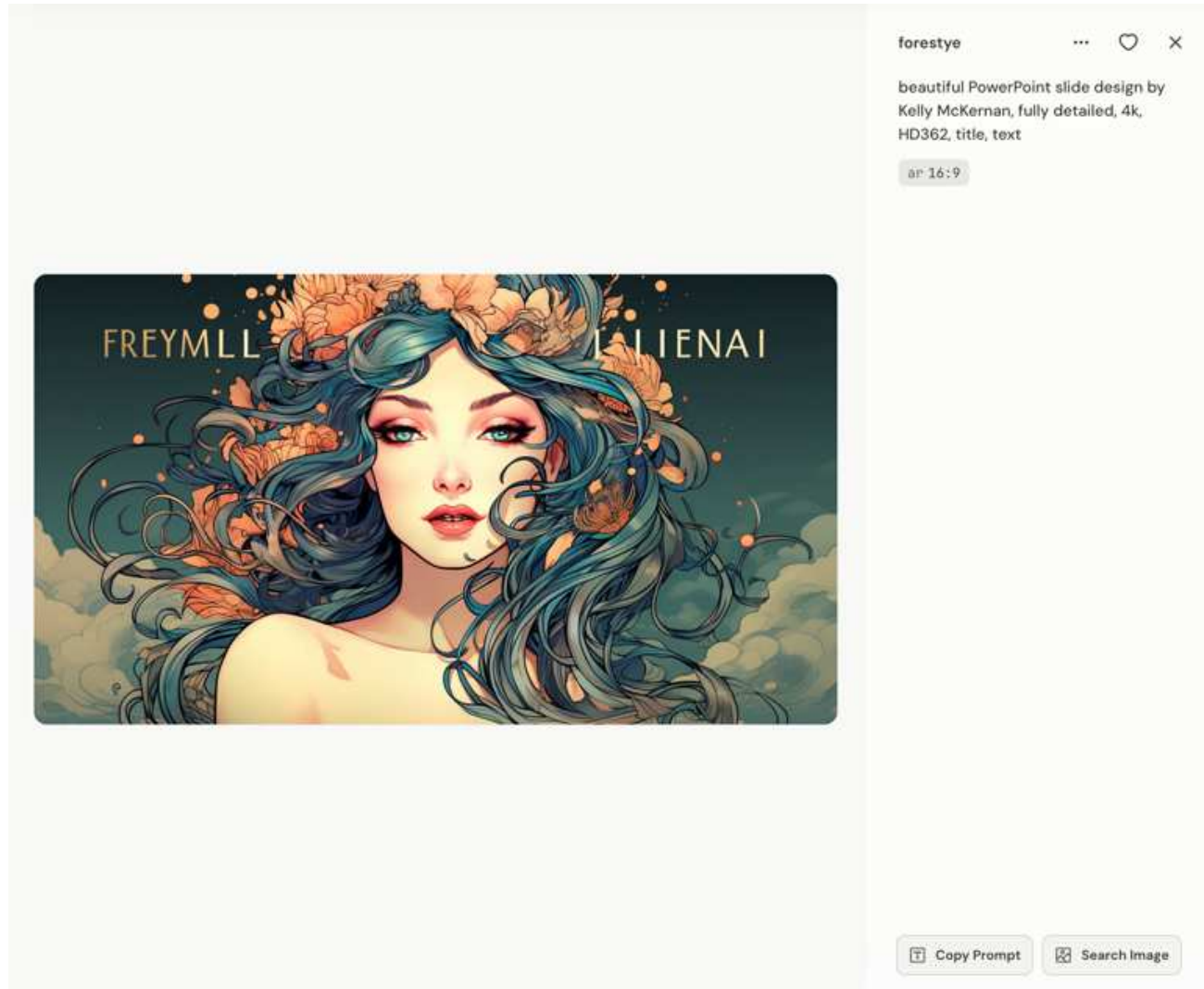Exhibit K: Midjourney Showcase — p.18

"Kelly McKernan" in prompt

Exhibit K: Midjourney Showcase — p.19

"Kelly McKernan" in prompt

Exhibit K: Midjourney Showcase — p.20
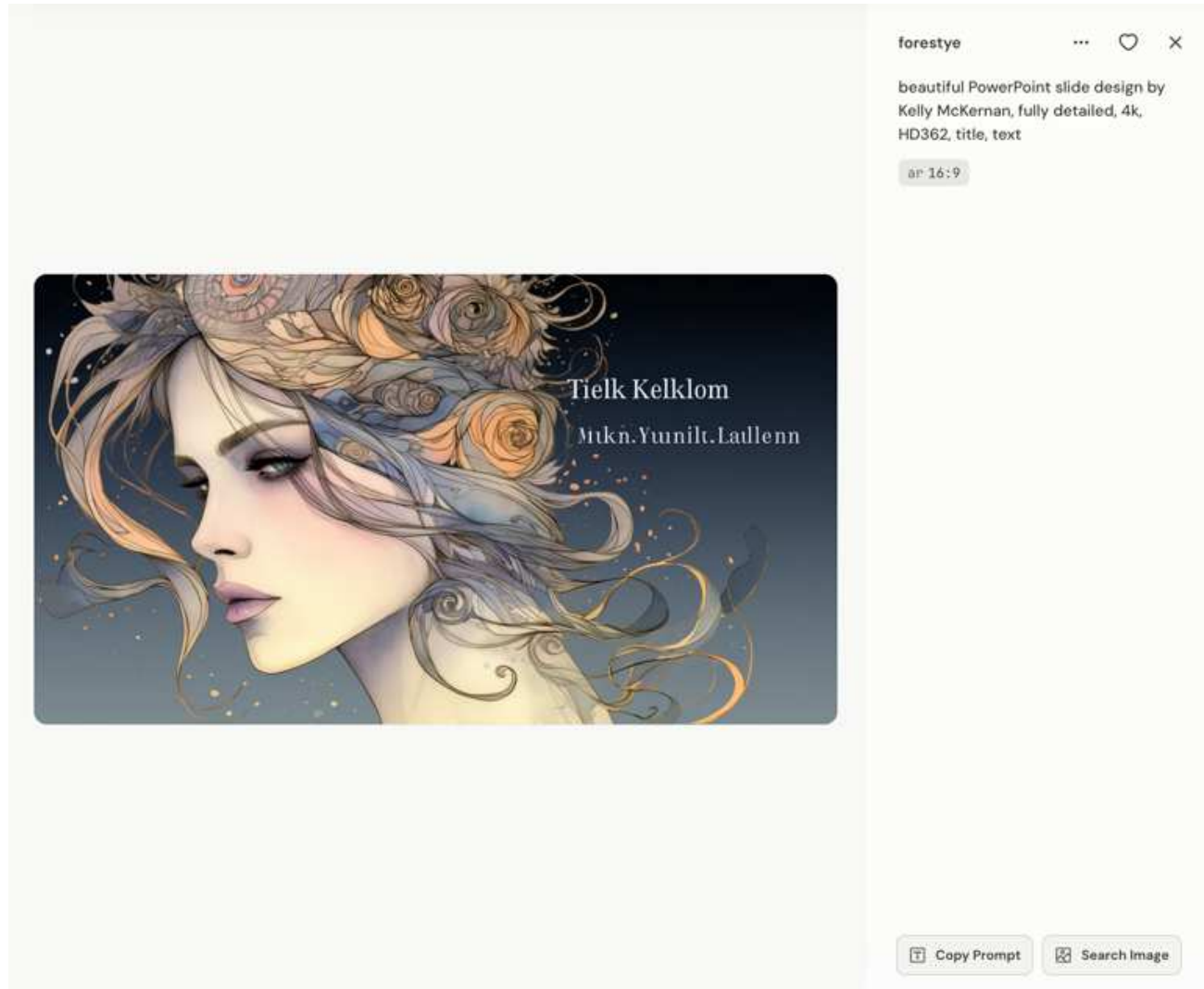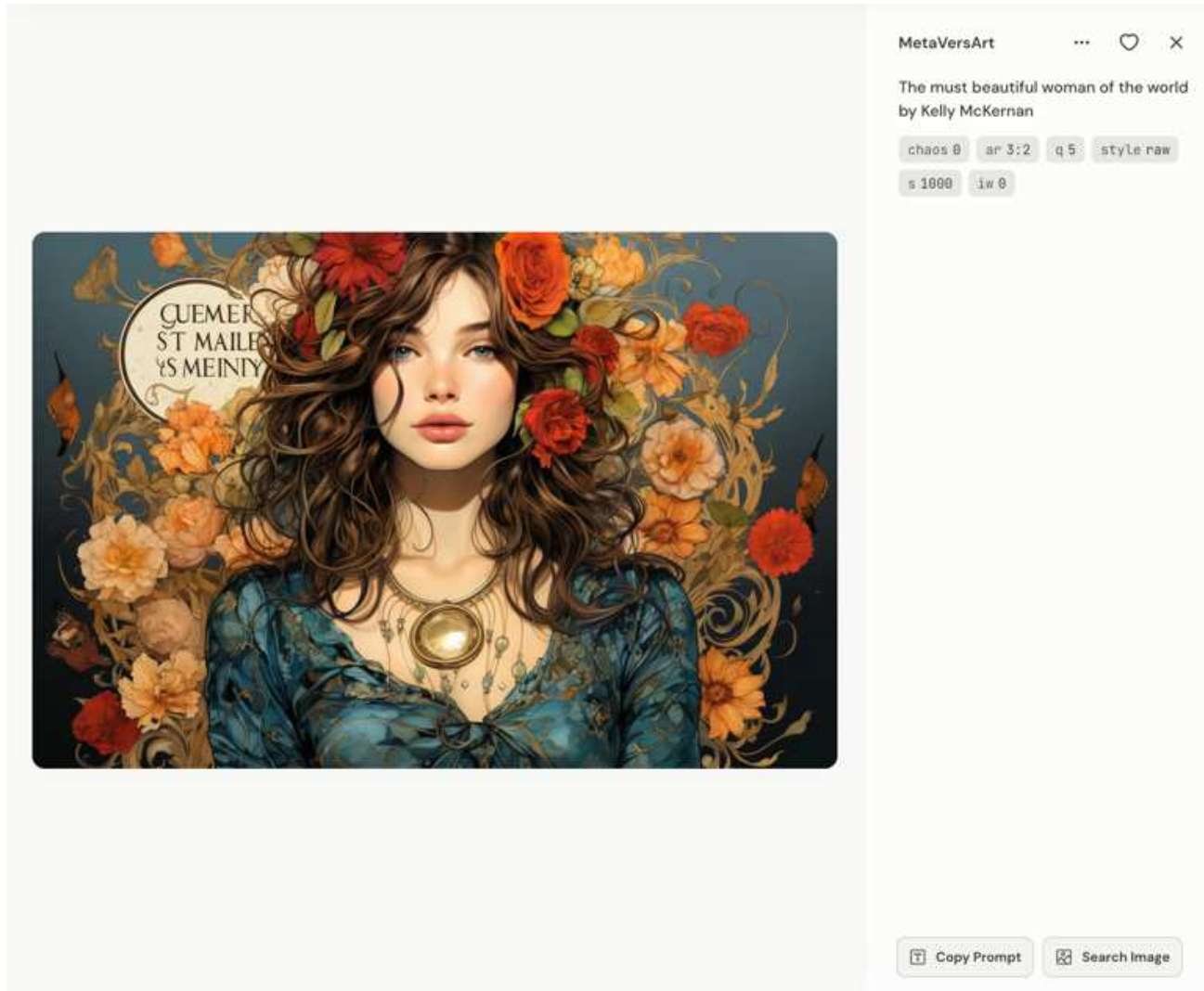
"Kelly McKernan" in prompt

Exhibit K: Midjourney Showcase — p.21

"Kelly McKernan" in prompt

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

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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

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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))

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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.

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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

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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** <u>you access or use the Services</u>. 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 userâ€™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 websitesâ€™ or servicesâ€™ 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 â€" 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