

1 DAVID R. SINGH (Bar No. 300840)
2 david.singh@weil.com
3 WEIL, GOTSHAL & MANGES LLP
4 201 Redwood Shores Parkway, 4th Floor
5 Redwood Shores, CA 94065
6 Telephone: (650) 802-3000
7 Facsimile: (650) 802-3100

8 BENJAMIN E. MARKS (admitted *pro hac vice*)
9 benjamin.marks@weil.com
10 JARED R. FRIEDMANN (admitted *pro hac vice*)
11 jared.friedmann@weil.com
12 WEIL, GOTSHAL & MANGES LLP
13 767 Fifth Avenue
14 New York, NY 10153
15 Telephone: (212) 310-8000
16 Facsimile: (212)310-8007

17 BRIAN G. LIEGEL (admitted *pro hac vice*)
18 brian.liegel@weil.com
19 WEIL, GOTSHAL & MANGES LLP
20 1395 Brickell Ave, Ste. 1200
21 Miami, FL 33131
22 Telephone: (305) 577-3180

23 Attorneys for Plaintiff GETTY IMAGES (US), INC.

24 **UNITED STATES DISTRICT COURT**
25 **NORTHERN DISTRICT OF CALIFORNIA**
26 **SAN FRANCISCO DIVISION**

27 GETTY IMAGES (US), INC.,

28 Plaintiff,

v.

29 STABILITY AI, LTD., STABILITY AI,
30 INC., and STABILITY AI US SERVICES
31 CORPORATION,

32 Defendants.

Case No. 3:25-CV-06891-TLT

**JOINT CASE MANAGEMENT
STATEMENT AND RULE 26(f) REPORT**

Judge: Hon. Trina L. Thompson

1 Pursuant to Federal Rule of Civil Procedure 26(f), a conference was held on October 21,
2 2025 between counsel for Plaintiff Getty Images (US), Inc. (“Getty Images” or “Plaintiff”) and
3 Defendants Stability AI, Ltd., Stability AI, Inc., and Stability AI US Services Corporation
4 (collectively, “Stability AI” or “Defendants”). Plaintiff and Defendants, by and through counsel,
5 met and conferred concerning the topics set forth in Rule 26(f) and the United States District Court
6 for the Northern District of California’s Checklist for Rule 26(f) Meet and Confer Regarding
7 Electronically Stored Information and Guidelines for the Discovery of Electronically Stored
8 Information. Pursuant to Rule 26(f)(2) and Civil Local Rule 16-9(a), the parties hereby submit this
9 Rule 26(f) Report in advance of the Case Management Conference now scheduled for November
10 13, 2025.

11 **1. Jurisdiction and Service**

12 This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331, as this action
13 alleges violations of the U.S. Copyright Act (17 U.S.C. § 101, *et seq.*) and Lanham Act (15 U.S.C.
14 § 1051 *et seq.*). All Defendants have been served.

15 **2. Facts**

16 **Plaintiff’s Statement:** Getty Images is one of the world’s leading creators and distributors
17 of digital visual content. At great expense, over the course of more than three decades, Getty
18 Images has curated a collection of hundreds of millions of premium quality visual assets, most of
19 which are still, photographic images. Many of these images were created by Getty Images staff
20 photographers as works made-for-hire, others have been acquired by Getty Images from third
21 parties with an assignment of the associated copyrights, and the remainder have been licensed to
22 Getty Images by its hundreds of content partners or hundreds of thousands of contributing
23 photographers, who rely on the licensing income Getty Images generates for them. Customers in
24 over 200 countries, including the most prominent media companies around the world, turn to this
25 library in search of compelling, eye-catching, narratively rich imagery with which to fill their
26 newspapers, magazines, books, and websites. That imagery is viewed by many millions worldwide,
27 who associate Getty Images with high-quality, genuine photography. In partnership with Bria,
28 Getty Images also offers Generative AI by Getty Images, a model that utilizes artificial intelligence

1 to generate visual assets in response to text prompts. This content generator is trained exclusively
2 on licensed content, including Getty Images' commercially safe, high-quality creative library and
3 data. Getty Images compensates content creators for the use of their work in connection with the
4 model.

5 Stability AI is a developer of artificial intelligence models, including a model known as
6 Stable Diffusion that was designed to generate images in response to text prompts and now also
7 has the capability to generate images in response to image prompts or combinations of text and
8 image prompts. To train models that are capable of generating images in response to user prompts,
9 Stability AI copied more than 12 million copyrighted images, along with the rich text and metadata
10 associated with those images, from Getty Images' websites without permission and in flagrant
11 violation of the websites' terms of use. It also copied massive troves of additional photographs
12 owned or exclusively licensed by Getty Images from websites operated by Getty Images' licensees,
13 again without permission. Some of the images distributed by Stability AI bear Getty Images'
14 world-famous trademarks, creating confusion as to an affiliation with Getty Images and diluting
15 the strength of those marks.

16 Stability AI competes directly with Getty Images by marketing Stable Diffusion models and
17 its DreamStudio and Stable Assistant interfaces to those seeking creative imagery, and its
18 infringement of Getty Images' content on a massive scale has been instrumental to its success to
19 date. Stability AI competes directly with Getty Images' own generative AI product and directly
20 harms Getty Images' potential licensing markets, including by producing vast quantities of
21 marketplace substitutes for Getty Images' visual assets and by undermining Getty Images' ability
22 to license content for use in AI development. Even though Stability AI has earned millions of
23 dollars from the commercial exploitation of its models and the output they generate and has raised
24 hundreds of millions of dollars from investors, it has not paid anything to Getty Images or the
25 thousands of photographers whose creative works Stability AI has repeatedly but unlawfully copied
26 in their entirety without permission in the course of its commercial activities.

1 **Defendants’ Statement:** Stability AI is a research and technology company that builds
2 generative artificial intelligence tools that expand human creativity and capability, making those
3 tools accessible and adaptable for artists and developers.

4 Stable Diffusion is a family of open source models that use artificial intelligence to
5 generate novel images in response to user text prompts. Various versions of Stable Diffusion
6 were trained by exposure to subsets of billions of images that were publicly available on the
7 Internet. Through this complex process, the models learn statistical patterns and relationships
8 between words, concepts, and visual features. The result is a transformative tool for human
9 creativity, not a database of copies.

10 Stability AI denies Getty Images’ allegations of infringement and harm.

11 **3. Legal Issues**

12 **Plaintiff’s Statement:** Plaintiff provides the following list of principal legal issues
13 currently in dispute, noting that this list is non-exhaustive, preliminary, and subject to revision:

14 1. Whether Defendants violated the Copyright Act by downloading, reproducing, and
15 distributing original works of authorship of which Plaintiff is the owner or exclusive licensee
16 (“Getty Images Works”) for the purpose of training a generative AI model to compete with Getty
17 Images in the market for commercial imagery and generative AI content;

18 2. Whether Defendants violated the Copyright Act by commercializing a generative
19 AI model that produces outputs which are substantially similar to, or derivatives of, original works
20 of authorship of which Plaintiff is the owner or exclusive licensee;

21 3. Whether Defendants violated the Copyright Act by providing false copyright
22 management information under the meaning of 17 U.S.C. § 1202, by applying ersatz versions of
23 Getty Images watermarks to output generated through use of Stable Diffusion and DreamStudio;

24 4. Whether Defendants violated the Lanham Act and California law by using
25 Plaintiff’s trademarks in commerce, including but not limited to use in connection with bizarre,
26 grotesque, or obscene images that are damaging to Plaintiff’s reputation; and

27 5. Whether Defendants violated California law by engaging in acts constituting unfair
28 competition because of their fraudulent, unlawful, or unfair character.

1 **Defendants’ Statement:** Defendants do not dispute that the principal legal issue raised by
2 Plaintiff’s Complaint is whether Defendants have engaged in direct infringement under the
3 Copyright Act. Defendants intend to present several defenses to Plaintiff’s claim of direct
4 infringement, chief among them that Defendants’ actions are “fair use” under copyright law and
5 thus not infringing.

6 Defendants disagree that Plaintiff’s remaining claims are “principal legal issues” and have
7 moved to dismiss these causes of action for failure to state a claim (*see infra*, ¶ 4).

8 **4. Motions**

9 Defendants have moved to dismiss Counts II-VII of the Complaint pursuant to Federal Rule
10 12(b)(6). The motion has been fully briefed as of November 4, 2025. The hearing on Defendants’
11 partial motion to dismiss is set for February 10, 2026.

12 **5. Amendment of Pleadings**

13 Plaintiff does not currently intend to amend the complaint, but reserves the right to do so,
14 including but not limited to in response to Defendants’ motion to dismiss should the Court believe
15 any of its current allegations are insufficient to state a claim for relief on any of the challenged
16 counts.

17 **6. Evidence Preservation**

18 The parties have reviewed this Court’s Guidelines Relating to the Discovery of
19 Electronically Stored Information. The parties are aware of their obligations and have taken
20 reasonable steps to preserve potentially relevant evidence. The parties will continue to meet and
21 confer concerning ESI.

22 **7. Disclosures**

23 The parties have agreed to serve their Rule 26(a) initial disclosures on November 24, 2025.

24 **8. Discovery**

25 **a. Scope of Discovery**

26 The parties agree that discovery is governed by the Federal Rules of Civil Procedure. The
27 parties will meet and confer on any discovery disputes that may arise in an effort to resolve them
28

1 without court intervention. The parties agree to electronic service, provided service is made on
2 counsels' respective listservs created for this action.

3 On November 5, 2025, Plaintiff served its first set of requests for production on all
4 Defendants, and a first set of interrogatories on Stability AI, Ltd.

5 **Plaintiff's Statement:** Defendants state that they may object to discovery "outside the
6 scope of direct copyright infringement" on the basis that Defendants' partial motion to dismiss is
7 pending, but most if not all of the discovery Plaintiff seeks is directly relevant to its direct copyright
8 infringement claim.

9 The following is a non-exhaustive list of subjects of discovery Plaintiff intends to seek from
10 Defendants. Plaintiff reserves all rights to expand upon these subject areas as the case progresses:

- 11 • Stability AI's training, refining, and modifying of its generative AI models;
- 12 • Stability AI's practices and policies regarding the use of copyrighted content as
13 training data without the consent of the copyright owner and any changes thereto;
- 14 • Stability AI's copying, processing and storage of Getty Images works and the
15 associated text and metadata from Getty Images' and its licensees' websites;
- 16 • Stability AI's use of Getty Images works and the associated text and metadata in
17 connection with training, refining, and/or modifying generative AI models;
- 18 • Stability AI's need for high-quality images paired with captions as training data;
- 19 • Stability AI's treatment of copyright management information supplied in
20 connection with Getty Images works;
- 21 • Stability AI's use of Getty Images trademarks on output generated by its generative
22 AI models;
- 23 • Stability AI's efforts to prevent third-party watermarks from appearing in outputs
24 generated by its generative AI models;
- 25 • Agreements between Stability AI and third parties concerning access to or use of
26 copyrighted content in connection with training, refining, or modifying generative
27 AI models;
- 28

- 1 • Stability AI's efforts to filter unlicensed copyrighted content from data sets used to
- 2 train, refine, or modify its generative AI models;
- 3 • Stability AI's commercialization of its generative AI models and related offerings;
- 4 • Stability AI's marketing of its generative AI models and related offerings; and
- 5 • Stability AI's income, profits and losses, and other financial results derived from
- 6 the sale, marketing, and distribution of its generative AI models and related
- 7 offerings.

8 Plaintiff wishes to advise the Court that, depending on the availability of evidence through
9 Defendants, it may be necessary to seek discovery from foreign parties located abroad. For
10 example, Plaintiff understands that individuals involved in the development of the Stable Diffusion
11 models are located in the United Kingdom and Germany. Plaintiff will promptly raise the issue of
12 any areas in which foreign discovery is necessary pending further discussion with Defendants.

13 **Defendants' Statement:** Defendants believe that discovery into topics outside the scope
14 of direct copyright infringement is premature. Given Defendants' pending motion to dismiss all
15 other causes of action for failure to state a claim, Defendants do not believe these issues should be
16 a part of the case and thus do not believe discovery is warranted on those topics until their motion
17 to dismiss is resolved.

18 Defendants provide this non-exhaustive list of potential topics for discovery from Plaintiff:

- 19 • Proof of Plaintiff's copyright and ownership interest in the Asserted Works;
- 20 • The value, revenue, and licensing of the Asserted Works;
- 21 • Specific outputs from Defendants' tools that Plaintiff claims are infringing;
- 22 • Plaintiff's investigation into Defendant's tools;
- 23 • Documents supporting specific factual allegations in the Complaint;
- 24 • Plaintiff's own development and training of generative AI tools;
- 25 • Plaintiff's corporate structure; and
- 26 • Evidence of Plaintiff's alleged financial harm, injury, or lost sales.

27 Defendants reserve their rights to expand upon these topics of discovery as the case
28 progresses.

1 **b. Limitations of Discovery**

2 The parties have met and conferred regarding the discovery limits set forth in the Federal
3 Rules of Civil Procedure.

4 **Plaintiff’s Statement:** Given the complex legal and factual issues in this case, Plaintiff
5 believes that expansion of the discovery limits set forth in the Federal Rules of Civil Procedure will
6 be necessary in this case. The parties will continue to confer about the number of permitted
7 depositions and interrogatories.

8 **Defendants’ Statement:** Defendants do not believe there is sufficient cause to alter the
9 discovery limits of the Federal Rules of Civil Procedure and do not expect that an expansion of the
10 limits will be necessary. Defendants agree that the parties will continue to confer about whether
11 good cause exists to alter discovery limits.

12 **c. Preservation and Production of Electronically Stored Information**

13 The parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored
14 Information. The parties will continue to meet and confer on this topic in an effort to come to
15 agreement on an ESI Protocol to submit to the Court.

16 **d. Discovery Issues and Potential Disputes**

17 The parties have not identified any specific discovery disputes and are prepared to meet and
18 confer on any discovery disputes that may arise. The parties will resolve any potential discovery
19 disputes regarding the stipulated privilege protocol in accordance with the Court’s standing orders.

20 **e. Narrowing of Issues**

21 No issues have yet been narrowed by agreement or motion. The parties are prepared to
22 meet and confer about narrowing potential issues should the circumstances of the case change.

23 **9. Class Action**

24 This is not a class action.

25 **10. Related Cases**

26 None.

1 **11. Relief**

2 **Plaintiff's Statement:** For Defendants' infringement of Plaintiff's copyrights and provision
3 of false copyright management information, Plaintiff seeks statutory and other damages under
4 17 U.S.C. §§ 504 and 1202, reasonable attorney's fees under 17 U.S.C. § 505, destruction of all
5 infringing copies under 17 U.S.C. § 503(b), and permanent injunctive relief against further acts of
6 infringement. Plaintiff also seeks destruction of all versions of Stable Diffusion trained using Getty
7 Images' content without permission. For Defendants' infringement, tarnishment, and dilution of
8 its trademarks, and for Defendants' acts constituting unfair competition and deceptive trade
9 practices, Plaintiff seeks statutory and other damages under 15 U.S.C. §§ 1117 and related
10 California statutes, as well as permanent injunctive relief against future such acts. Plaintiff seeks
11 pre- and post-judgment interest on its damages at the highest legal rate from and after August 14,
12 2025, the date the Complaint was served on Defendants.

13 **Defendants' Statement:** Defendants deny that Plaintiff is entitled to any relief. Defendants
14 do not seek relief or damages from Plaintiff at this time.

15 **12. Settlement and ADR**

16 Plaintiff and Defendants filed their respective ADR L.R. 3 Certifications on October 23,
17 2025. The Parties have concurrently filed an ADR Stipulation proposing private mediation using
18 a mutually agreed upon mediator. Because the parties believe that exchanging discovery in advance
19 of mediation will make the mediation more productive and increase the likelihood of success, they
20 propose that the deadline to mediate be 30 days after the close of fact discovery.

21 **13. Other References**

22 The parties agree that this case is not suitable for binding arbitration, a special master, or
23 the Judicial Panel on Multidistrict Litigation at this time. The parties do not oppose to having
24 discovery disputes heard by a magistrate judge if the Court is inclined to appoint a discovery
25 magistrate.

26 **14. Narrowing of Issues**

27 No issues have yet been narrowed by agreement or by motion.
28

1 **15. Scheduling**

2 The parties met and conferred regarding the case schedule and have come to an agreement.

3 The parties propose that the Court enter the Case Schedule set forth below:

Event	Deadline
Deadline to Serve Initial Disclosures	November 24, 2025
Substantial Completion of Document Production	May 15, 2026
Fact Discovery Closes	September 18, 2026
Deadline to Serve Expert Reports	October 30, 2026
Deadline to Serve Rebuttal Reports	December 18, 2026
Expert Discovery Closes	February 12, 2027
Summary Judgment and Daubert Motions Due	March 12, 2027
Oppositions to Summary Judgment and Daubert Motions Due	April 23, 2027
Replies in Support of Summary Judgment and Daubert Motions Due	May 21, 2027
Hearing on Motions for Summary Judgment	[to be set by the Court based upon availability in June or July 2027]
Joint Pretrial Statements Due	September 7, 2027
Pretrial Conference	October 4, 2027
Trial Start Date	November 1, 2027

24
25 **16. Trial**

26 The case will be tried before a jury.

27 **Plaintiff's Statement:** Plaintiff currently estimates that a trial will take two or three weeks
28 depending on the scope of the case at that time.

1 **Defendants’ Statement:** Defendants estimate that a trial will take one week.

2 **17. Disclosure of Non-Party Interested Entities or Persons**

3 Plaintiff filed a Certificate of Interested Entities on August 14, 2025 (Dkt. 6). Defendants
4 filed their Certificate of Interested Entities on October 14, 2025 (Dkt. 25).

5 **18. Professional Conduct**

6 All attorneys of record for the parties have reviewed the Guidelines for Professional
7 Conduct for the Northern District of California.

8 **19. Other Matters**

9 The parties are not presently aware of other matters that may facilitate the resolution of this
10 case.

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1 Dated: November 6, 2025

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WEIL, GOTSHAL & MANGES LLP

By: s/ David R. Singh
David R. Singh

DAVID R. SINGH (Bar No. 300840)
david.singh@weil.com
WEIL, GOTSHAL & MANGES LLP
201 Redwood Shores Parkway, 4th Floor
Redwood Shores, CA 94065
Tel: (650) 802-3000
Fax: (650) 802-3100

BENJAMIN E. MARKS (admitted *pro hac vice*)
benjamin.marks@weil.com
JARED R. FRIEDMANN (admitted *pro hac vice*)
jared.friedmann@weil.com
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, NY 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007

BRIAN G. LIEGEL (admitted *pro hac vice*)
brian.liegel@weil.com
WEIL, GOTSHAL & MANGES LLP
1395 Brickell Ave, Ste. 1200
Miami, FL 33131
Telephone: (305) 577-3180

Attorneys for Plaintiff Getty Images (US), Inc.

MORRISON & FOERSTER LLP

By: s/ Joseph C. Gratz
Joseph C. Gratz

JOSEPH C. GRATZ
JGratz@mfo.com
TIMOTHY CHEN SAULSBURY
TSaulsbury@mfo.com
MORRISON & FOERSTER LLP
425 Market Street
San Francisco, California 94105-2482
Telephone: 415.268.7000
Facsimile: 415.268.7522

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ADITYA V. KAMDAR
AKamdar@mofocom
MORRISON & FOERSTER LLP
2100 L Street, NW, Suite 900
Washington, DC 20037
Telephone: 202.887.1500
Facsimile: 202.887.0763

CHRISTOPHER R. ADLER
CAdler@mofocom
MORRISON & FOERSTER LLP
707 Wilshire Boulevard, Suite 6000
Los Angeles, California 90017-3543
Telephone: 213.892.5200
Facsimile: 213.892.5454

*Attorneys for Defendants
Stability AI, Ltd., Stability AI, Inc., and Stability AI
US Services Corporation*

ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1

I, David R. Singh, am the ECF User whose ID and password are being used to file the foregoing. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that Joseph C. Gratz concurred in this filing, and I shall maintain records to support this concurrence for subsequent production for the Court if so ordered or for inspection upon request by a party.

Dated: November 6, 2025

/s/ David R. Singh
DAVID R. SINGH