William J. Edelman (SBN 285177)
MILBERG, PLLC
280 S. Beverly Drive, Penthouse
Beverly Hills, CA 90212
Phone: (771) 474-1121
wedelman@milberg.com

Michael A. Acciavatti (admitted *pro hac vice*)
MILBERG, PLLC
405 East 50th Street
New York, NY 10022
Tel: (212) 594-5300
macciavatti@milberg.com

Attorneys for Plaintiff and Proposed Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

AUSTIN BEAULIER, individually and on behalf of all those similarly situated, Plaintiff, v. NVIDIA CORPORATION, Defendant.	Case No. 5:26-cv-02647-EKL **FIRST AMENDED CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff, Austin Beaulier ("Plaintiff") brings this first amended class action complaint ("Complaint") on behalf of himself and all others similarly situated (the "Class Members") against NVIDIA Corporation ("NVIDIA" or "Defendant") for violations of the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 1202. The allegations contained herein, which are based on Plaintiff's knowledge of facts pertaining to himself and his own actions and counsel's investigation, and upon information and belief as to all other matters, are as follows:

NATURE OF THE ACTION

1. This is a nationwide class action for violations of § 1202 of the DMCA. The case arises from NVIDIA's intentional removal of machine-readable copyright management information ("CMI"), including creator attribution and license designation associated with works created by independent artists and designers when those works were copied and processed for use in training large-scale generative artificial intelligence ("AI") systems. That information was not incidental to the works. It was carried inside the model files NVIDIA copied and in the dataset records NVIDIA loaded to obtain them. Its absence from NVIDIA's training data reflects a decision about which fields to keep, not an unavoidable byproduct of file conversion. Plaintiff's claim is an input-stage claim: it concerns CMI removed from copies of existing works before any model was trained, not the content of any output.

2. This action arises from the large-scale commercial exploitation of digital three-dimensional ("3D") models created by independent artists and designers and shared online under Creative Commons licensing terms. These works were collected through automated web-crawling tools and aggregated into massive machine-learning datasets, including the widely used Objaverse-XL dataset, which contains more than 10 million 3D assets sourced from publicly accessible repositories such as Sketchfab, Thingiverse, Polycam, and GitHub.

3. These datasets were assembled by collecting millions of user-generated 3D models that individual creators uploaded to online repositories under various Creative Commons licenses. Those licenses permit reuse only under specific conditions established by the creators, including requirements that downstream users provide attribution, restrictions on commercial exploitation, limitations on derivative works, and other conditions governing the permitted use of the works.

4. This case is not about challenging generative artificial intelligence research as a whole, and it does not assert a claim for copyright infringement. It asserts a claim under 17 U.S.C. § 1202(b)(1) on an input theory: that NVIDIA removed CMI from copies of existing works before using them to train its models. When a technology company copies Creative Commons-licensed works into an AI training pipeline, it may not strip those copies of the information that identifies the works' creators and the terms on which they may be used, knowing that doing so will enable and conceal uses the license conditions do not permit.

5. NVIDIA's conduct follows a common structural pattern. First, individual creators upload original 3D models to online repositories such as Sketchfab and Thingiverse under Creative Commons license terms that preserve attribution rights and impose other conditions on reuse. Second, researchers and dataset curators aggregate links or directives to those models into large-scale training datasets such as Objaverse-XL and subsets of it such as TRELLIS-500K. Third, NVIDIA loaded the datasets' per-object records—which state each work's source, file identifier, and license and, in the Objaverse records, its creator—to identify and retrieve the 3D models. Fourth, NVIDIA parsed the downloaded model files, stripped from those copies the creator, license, title, and source information they carried, and carried the works' geometry forward into its training data. It then rendered the works for ingestion into its generative AI models. Finally, NVIDIA released the resulting models and integrated 3D generation into the products and platforms it sells, allowing it to generate revenue from systems trained on the works of thousands of creators.

6. By ingesting Creative Commons-licensed works into commercial AI training pipelines after stripping them of their attribution information, without complying with license conditions, and without authorization from the creators whose works were used, NVIDIA has exploited the openness of the online 3D-model community while disregarding the legal obligations that govern the reuse of those works.

7. The conduct alleged here reflects a broader systemic practice in which commercial entities build generative AI systems by ingesting large-scale datasets derived from online creative communities while disregarding the licensing conditions governing those works.

8. Importantly, the creators whose works were incorporated into these datasets are not anonymous or unknowable. Unlike certain web-scraping contexts in which the origin of training data is difficult to determine, the Objaverse-XL dataset itself preserves links to the original source files and, for the Sketchfab works carried over from Objaverse, creator accounts from which the models were obtained. This makes it possible to identify with precision the artists whose works were incorporated into the datasets used to train generative systems. For each Sketchfab-sourced work, the Objaverse records identify the work's title, its creator's username, display name, and profile URL, the license the creator selected, and the URL of the work's page on Sketchfab. The model files themselves carry the same information—title, creator and profile URL, license and license URL, and source URL—in their headers.

9. The Copyright Clause of the United States Constitution empowers Congress to protect works of human creativity. These protections encourage creators to devote effort and resources to creative enterprises by providing confidence that their works will be shielded from unauthorized exploitation.

10. In recognition that emerging technologies could be used to evade statutory protections, Congress enacted the DMCA in 1998. Among other things, the DMCA prohibits the intentional removal or alteration of copyright management information associated with a protected work when the actor knows, or has reason to know, that doing so will induce, enable, facilitate, or conceal infringement.

11. Plaintiff brings this action to enforce those rights and to ensure that creators whose works were incorporated into NVIDIA's generative AI systems are afforded the protections guaranteed by federal copyright law.

12. NVIDIA develops generative 3D models as part of a commercial ecosystem spanning gaming, graphics, robotics, simulation, and digital-twin technologies that runs on the hardware and software NVIDIA sells. Since 2024, NVIDIA has published a series of 3D AI systems trained on works taken from Objaverse and Objaverse-XL, including EdgeRunner (September 2024), LLaMA-Mesh (November 2024), PartField (April 2025), and PartPacker (June 2025). PartPacker, the most recent of them, is a 3D generation model that NVIDIA released to the public with its weights, its inference code, and NVIDIA's implementation of the data-processing step that prepares a 3D model file for the model.

13. NVIDIA has publicly disclosed, in the technical paper accompanying PartPacker, that it trained the model on "the Trellis500k subset" of "the Objaverse-XL dataset," and that after NVIDIA's processing "around 254K meshes" "are used for training our model."[1] NVIDIA's model card for PartPacker states that "[w]e perform training, testing, and evaluation on the Objaverse-XL dataset," that "[f]or the Flow model, we use all 254K meshes for training," and that the training data is "a subset from the Objaverse-XL filtered by the number of parts."[2] TRELLIS-500K is an index of approximately 500,000 works drawn principally from Objaverse-XL, including 168,307 works gathered from Sketchfab. Each Sketchfab work is distributed as a model file that carries its creator's name, its license, its title, and its source address inside the file. NVIDIA's paper describes the license of the dataset index but does not represent that the works themselves were licensed to NVIDIA, and neither the paper nor the model card identifies the creator, license, or source of any work NVIDIA used, although that information accompanied each Sketchfab-sourced work among them.

14. NVIDIA released PartPacker's model weights and inference code to the public on GitHub and Hugging Face on June 11, 2025, together with the data-processing script that implements the first steps of its training-data pipeline, and operates a public web demonstration through which anyone can generate 3D models. NVIDIA states that its "AI models are designed and/or optimized to run on NVIDIA GPU-accelerated systems." NVIDIA has also made 3D generation a product category of its own: in September 2025 it released an NVIDIA AI Blueprint for 3D object generation and an NVIDIA NIM microservice packaging the Microsoft TRELLIS model—a model trained on the same TRELLIS-500K index—for deployment on NVIDIA's GeForce RTX graphics cards.

15. In preparing the Objaverse-XL works for training, NVIDIA stripped from the copies it obtained the CMI that accompanied those works, including creator attribution and licensing terms, and

[1] Jiaxiang Tang et al., *Efficient Part-level 3D Object Generation via Dual Volume Packing* (June 11, 2025), available at: https://arxiv.org/abs/2506.09980 (the "PartPacker Paper"), § 4.1.

[2] NVIDIA, *Model Card for PartPacker*, Hugging Face, available at: https://huggingface.co/nvidia/PartPacker (the "PartPacker Model Card").

carried the CMI-stripped copies into the corpus from which it trained PartPacker. In so doing, NVIDIA has violated the DMCA.

JURISDICTION AND VENUE

A. Jurisdiction

16. This Court has subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because this action arises under the laws of the United States, including the Copyright Act of 1976, 17 U.S.C. § 101 et seq., as amended by the DMCA, 17 U.S.C. § 1202 et seq.

17. This Court has personal jurisdiction over NVIDIA because NVIDIA resides in this District, maintains its principal place of business in this District, conducts substantial business in this District, and has purposefully directed the conduct alleged herein toward this District.

18. NVIDIA maintains its headquarters at 2788 San Tomas Expressway, Santa Clara, CA 95051, within this District.

19. NVIDIA has purposefully availed itself of the privilege of conducting business within this District and has derived substantial revenue from its activities directed at residents of this District and throughout the United States.

B. Venue

20. Venue is proper under 28 U.S.C. § 1391(b)(1) because NVIDIA resides in this District.

21. Venue is further proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. NVIDIA developed, trained, and/or deployed generative AI systems within this District using copies of Plaintiff's copyrighted works, obtained from source datasets, that carried associated copyright management information, which NVIDIA removed before training.

22. NVIDIA conducts substantial business in this District and regularly engages in interstate commerce within this District.

23. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because NVIDIA is subject to personal jurisdiction in this District.

PARTIES

A. Plaintiff

24. Plaintiff Austin Beaulier is an individual and a professional 3D artist, developer, and visual effects creator residing in Los Angeles, California.

25. Plaintiff specializes in creating digital three-dimensional models, photogrammetry scans, and other visual assets used in animation, visual effects, virtual environments, and related digital media applications.

26. Plaintiff has more than eight years of experience producing photorealistic 3D assets and working with advanced 3D modeling, scanning, and machine-learning technologies.

27. Plaintiff publishes and distributes original 3D models and related digital works through online platforms used by the global 3D artist community, including repositories such as Sketchfab, CGTrader, Thingiverse, and Polycam, and other digital asset platforms.

28. Plaintiff owns the copyrights and other exclusive rights in his original 3D works that he created and published online.

29. Plaintiff's original 3D works are included in Objaverse, in its successor Objaverse-XL—the dataset NVIDIA names as the source of PartPacker's training data—and in TRELLIS-500K, the subset of Objaverse-XL from which NVIDIA selected that training data. At least 57 of Plaintiff's works are listed in the TRELLIS-500K index itself.

30. Plaintiff brings this action individually and on behalf of a class of similarly situated creators whose 3D models and works were incorporated into large-scale AI training datasets used to train NVIDIA's generative AI systems.

B. Defendant

31. NVIDIA Corporation is a corporation organized under the laws of the State of Delaware with its principal place of business in Santa Clara, California.

32. NVIDIA is a multinational technology company that develops computing platforms, graphics processing units, and artificial intelligence systems used across industries including gaming,

robotics, scientific computing, and machine learning. NVIDIA conducts extensive research and development involving generative artificial intelligence technologies, including systems that generate or manipulate three-dimensional digital content. Those systems include PartPacker, an image-to-3D generation model that NVIDIA released in June 2025 and has since made available as a downloadable model and a public web demonstration; PartField, LLaMA-Mesh, and EdgeRunner, 3D systems NVIDIA researchers published or co-authored between September 2024 and April 2025; and the NVIDIA AI Blueprint for 3D object generation and NVIDIA NIM microservice for 3D generation that NVIDIA released in September 2025.

FACTUAL ALLEGATIONS

A. The Online 3D Model Creator Ecosystem

33. Over the past two decades, a large online ecosystem has emerged in which artists, designers, engineers, hobbyists, and developers create and share digital 3D models. These models are used across numerous industries and creative fields, including video game development, animation, virtual and augmented reality environments, product design, architecture, robotics, and additive manufacturing.

34. A substantial portion of this ecosystem operates through public repositories that allow creators to upload and distribute their works to others. These repositories include platforms such as Sketchfab, Thingiverse, Polycam, and other web-based archives that host user-generated 3D content.

35. These platforms collectively host millions of digital 3D models representing a wide range of objects, including characters, vehicles, architecture, mechanical components, and natural environments. Individual creators invest substantial time, skill, and creative effort into producing these models using specialized design tools and software.

36. The online ecosystem for sharing and distributing digital 3D models has thus developed around open licensing frameworks that allow creators to share their work while retaining specifically defined legal rights.

37. Many creators choose to share their works publicly in order to contribute to collaborative design communities, build professional portfolios, and allow other artists and developers to reuse their work in legitimate creative projects.

38. To facilitate lawful sharing while preserving creators' rights, these platforms commonly require creators to select a license governing how their work may be reused by others. In the 3D-modeling ecosystem, those licenses are frequently Creative Commons licenses.

39. These Creative Commons licenses serve two complementary purposes. First, they allow creators to share their work freely with the broader community in the spirit of collaborative creativity and open innovation. Second, they preserve core protections that allow creators to maintain recognition and control over how their works are reused.

40. In general, Creative Commons licenses commonly require downstream users to comply with obligations such as providing attribution to the creator, refraining from commercial exploitation, or distributing derivative works under the same licensing terms.

41. More specifically, where works are licensed under CC BY (Attribution), the work may be reused provided that the original creator receives proper credit. CC BY 4.0 requires attribution when the licensed material is shared, including in modified form. Where works are licensed under CC BY-NC (Non-Commercial), commercial use is prohibited. Where works are licensed under CC BY-SA, adapted material, if shared, is subject to the license's ShareAlike conditions. Each of these licenses imposes distinct obligations on downstream users of the work.

42. None of these licenses authorizes the removal of CMI. The Creative Commons Attribution 4.0 license conditions sharing of the licensed work, including in modified form, on retaining, if supplied by the licensor, "identification of the creator(s) of the Licensed Material," "a copyright notice," "a notice that refers to this Public License," and, to the extent reasonably practicable, "a URI or hyperlink to the Licensed Material," and on indicating that the work is licensed under that license. CC BY 4.0 § 3(a)(1). Its Non-Commercial and Share-Alike variants carry the same attribution conditions. Upon information and belief, Sketchfab's Standard license, which governs licenses purchased through Sketchfab's marketplace and, since late 2023, free models that creators elect to license under it, likewise does not

authorize removal of the creator-identifying information or license terms that accompany a downloaded model: it requires the licensee to retain the Licensor's name and "any other information as may be embedded in the electronic file," and, in certain audio/visual productions, to credit the Licensor.[3] And Sketchfab's "NoAI" designation, described below, withholds permission for the use to which NVIDIA put the works altogether. Plaintiff did not authorize NVIDIA to remove the information identifying him as the creator or stating the terms governing use of his works.

43. Importantly, these licenses operate on a per-work basis. When a creator uploads a model to platforms such as Sketchfab or Thingiverse, the creator selects the specific license governing that particular work. As a result, two models hosted on the same platform may be subject to entirely different licensing conditions depending on the choices made by their creators.

44. Because these requirements are attached on a work-by-work basis, users of large collections of 3D models must preserve and track attribution, license designations, and related CMI for each individual asset if they intend to comply with the governing terms.

45. This structure requires per-work tracking, which is feasible at scale. When a system relies on hundreds of thousands or millions of individual models originating from multiple platforms and governed by different license terms, compliance with attribution and licensing requirements requires tracking and preserving CMI on a per-work basis.

46. Upon information and belief, NVIDIA's pipeline did not track or carry forward the attribution and licensing information required by these licenses on a per-work basis, even though, as alleged below, NVIDIA licenses the 3D training data for other models it builds, documents the datasets and collection methods behind every model it releases, and withholds a model from release when a training dataset's license restrictions so require.

47. NVIDIA's practices defeated compliance with the licensing requirements governing those works. For example, where a work was licensed under CC BY or CC BY 4.0, the license required that the user provide attribution to the creator when the licensed material was shared. Yet NVIDIA's training

[3] Sketchfab, License Agreement §§ 3.2, 12, (applicable to licenses ordered through the Sketchfab website; see id. preamble & § 2.1) available at: https://sketchfab.com/licenses.

pipeline incorporated large numbers of works into machine-learning systems after stripping out the identity of the creators and the licensing information associated with each work.

48. Where works were licensed under terms that restrict commercial exploitation—including CC BY-NC—using those works to train commercial generative AI systems exceeded the scope of the license granted by the creator.

49. Similarly, where works were licensed under share-alike provisions such as CC BY-SA, the use of those works in downstream generative systems raised further obligations that NVIDIA did not attempt to satisfy.

50. NVIDIA's conduct alleged herein created a substantial certainty that works subject to restrictive licensing conditions would be copied, processed, and used in AI training systems without authorization and without compliance with the terms governing those works.

51. NVIDIA's practices undermined the licensing framework that has enabled the collaborative development of the online 3D-model ecosystem.

B. Sketchfab's NoAI Designation as Copyright Management Information

52. Sketchfab is a widely used online platform that allows creators to upload, publish, and distribute digital 3D models for use in video games, animation, virtual reality, engineering, and other digital media applications. The platform hosts millions of user-generated 3D models created by artists, designers, engineers, and hobbyists who share their works with the broader creative community.

53. Sketchfab requires creators who make models available for free download to select a Creative Commons license governing the work.

54. In February 2023, in response to growing concerns within the artist community regarding the use of online artwork to train generative AI systems, Sketchfab introduced a platform feature known as the "NoAI" tag.[4]

[4] See Sketchfab Community Blog, Introducing the NoAI and CreatedWithAI tags, available at: https://sketchfab.com/blogs/community/introducing-the-noai-createdwithai-tags/.

55. The NoAI tag allows creators to designate that their models may not be used for generative AI data collection, dataset creation, or AI model training.

56. When a creator applies the NoAI designation to a model, Sketchfab embeds a corresponding HTML meta tag within the model's webpage indicating that the work is disallowed for use in generative AI datasets or training pipelines. This tag functions as a machine-readable signal that can be detected by automated tools accessing the platform. The machine-readable tag reads: <meta name="robots" content="index, noAI">. On the model's public page, Sketchfab also displays the designation to human visitors in plain text: "NoAI: This model may not be used in datasets for, in the development of, or as inputs to generative AI programs."

57. In other words, the NoAI designation is implemented through machine-readable metadata embedded in the model's webpage and associated platform data. This metadata is designed to be detected by automated systems accessing the platform and communicates that the work may not be used in generative AI datasets or training pipelines.

58. Sketchfab simultaneously updated its platform policies and terms of use to reinforce the significance of this designation. Under those terms, which took effect on March 23, 2023, users are prohibited from using models marked with the NoAI tag in datasets used for developing or training generative AI systems, in the development of such systems, or as inputs into such AI systems.[5]

59. The platform does not apply the NoAI designation automatically. Instead, creators must actively choose to apply the tag to their projects. This design reflects that the tag represents a deliberate decision by the creator to impose a specific restriction governing the use of the work.

60. The NoAI designation therefore operates as a creator-imposed restriction governing how a particular work may be used downstream. When applied, it communicates that the creator has expressly withheld permission for the work to be incorporated into AI training datasets or similar automated data-collection systems.

[5] See Sketchfab Community Blog, Introducing the NoAI and CreatedWithAI tags, available at: https://sketchfab.com/blogs/community/introducing-the-noai-createdwithai-tags/.

61. The NoAI designation constitutes CMI within the meaning of 17 U.S.C. § 1202(c). Specifically, the NoAI tag falls under § 1202(c)(6), which covers "terms and conditions for use of the work." By designating a model as NoAI, the creator attaches a specific usage restriction to the work indicating that it may not be used for AI training purposes.

62. Functionally, the NoAI designation operates in the same manner as other forms of digital rights-management information, such as embedded license notices, copyright metadata, or digital watermarks that communicate restrictions on the use of copyrighted works.

63. The NoAI designation appears on the work's Sketchfab page, and the copies and records NVIDIA used included that page's URL. The URL of a work's Sketchfab page is recorded within the model file Sketchfab generates for download; it is recorded in the dataset record that identifies each Sketchfab work in Objaverse and Objaverse-XL; and it is the "file identifier" by which the TRELLIS-500K index lists each Sketchfab work. A link to a work's copyright management information is itself copyright management information. 17 U.S.C. § 1202(c)(7) ("links to such information"). In copying, converting, and preprocessing the works for use in machine-learning training, NVIDIA removed that link together with the works' other CMI, severing each work from the designation and terms displayed on its page and leaving no record of the link in the internal training records it created. To the extent NVIDIA obtained works directly from Sketchfab after February 2023, it did so through pages that carried the NoAI designation in machine-readable form, and the copies and training records it created kept no record of that designation. Plaintiff applied the NoAI designation to each of his Sketchfab models shortly after February 2023, and, as alleged below, NVIDIA assembled and processed its training corpora after that date. Throughout that period, therefore, the designation appeared on each work's Sketchfab page, the same page that the URL in NVIDIA's copies and records pointed to.

64. Accordingly, the removal of the links through which the NoAI designation is conveyed, in connection with copying, downloading, processing, or ingesting Sketchfab models into AI training pipelines, constitutes the removal of copyright management information within the meaning of 17 U.S.C. § 1202; so too does the removal or alteration of the designation itself, to the extent it was conveyed with

the copies NVIDIA obtained. The NoAI designation is not the only CMI at issue: the creator, title, and license information carried in each file's header independently constitutes CMI, as alleged below.

C. Copyright Management Information in the 3D Model Ecosystem

65. The works created by Plaintiff and members of the proposed Class were originally distributed on platforms such as Sketchfab, Thingiverse, and Polycam together with creator-identifying information, licensing information, attribution requirements, and other information governing the permitted use of the works.

66. This information commonly includes the title of the work, the identity of the creator, links to the creator's account or portfolio, the type of Creative Commons license governing how the work may be used, and associated terms or conditions communicated on the platform page or in associated metadata fields.

67. These data fields, conveyed in connection with copies of the works, constitute CMI within the meaning of the DMCA. Section 1202(c) defines CMI broadly to include, among other things, the title and identifying information of a work, the name and identifying information of the author or copyright owner, and the terms and conditions governing the use of the work.

68. The licensing designations attached to models hosted on platforms—including Creative Commons license selections—therefore constitute CMI because they communicate the terms and conditions under which the work may be reused.

69. This information, including the creator's identity and the terms governing reuse, is commonly conveyed through metadata attached to the work.

70. The CMI described above is not merely displayed near the works on platform webpages; it travels with the works in machine-readable form. When a work is downloaded from Sketchfab, the platform delivers the model as an archive that includes, alongside the model's geometry and texture files, a license file identifying the work's title, its source URL on Sketchfab, its author and the author's profile URL, the governing license and license URL, and the attribution statement required for reuse of the work.

71. Sketchfab embeds CMI within the model file itself. The glTF/GLB model files that Sketchfab generates for download contain, in the standard glTF "asset" object, an "extras" metadata block recording the work's title, its author and the author's Sketchfab profile URL, its license and the license URL, and the URL of the work's source page, together with a "generator" field identifying the tool that generated the file (Sketchfab's software). A GLB file has a binary container header and a JSON chunk, which can be followed by a binary data chunk. The JSON chunk contains both the "asset" object and the information the loader uses to locate the geometry.

72. Carrying attribution and licensing information within a 3D model file is a standard, supported feature of the format in which the works were distributed. The glTF 2.0 specification—the industry-standard 3D asset interchange format maintained by the Khronos Group—defines a dedicated "asset.copyright" property, described in the specification as "[a] copyright message suitable for display to credit the content creator," as well as an "extras" property that permits application-specific metadata, such as authorship and license information, to travel within the file.[6] NVIDIA's own systems work in the same format: NVIDIA's published data-processing script for PartPacker takes GLB files as its input, and NVIDIA's model card states that PartPacker delivers its generated meshes in "GL Transmission Format Binary (GLB)."

73. Machine-learning training data is likewise capable of carrying per-work CMI. A training corpus is a collection of per-work records whose fields are defined by the party that builds the corpus, and per-work provenance metadata routinely accompanies training data at scale. Objaverse itself distributes, for each of its approximately 800,000 objects, a structured record identifying the object's title, its creator, the license the creator selected, and the address of its source page. Objaverse-XL indexes more than 10 million objects and provides file identifiers, source, file type, and a SHA-256 hash. The Objaverse records for the Sketchfab works supply the creator and license information described above. TRELLIS-500K keys an aesthetic score and machine-generated captions to the same identifiers for each of its approximately 500,000 objects. And NVIDIA's own records carry per-dataset provenance for every

[6] See glTF 2.0 Specification (Khronos Group), available at: https://registry.khronos.org/glTF/specs/2.0/glTF-2.0.html.

model it releases: as alleged below, NVIDIA publishes for each of its models a standardized model card that identifies the training dataset, the method by which the data was collected, and the method by which it was labeled, and NVIDIA licenses its 3D training data from a commercial provider when it chooses to.

74. Accordingly, preserving each work's creator, title, license terms, and the link to its source page (the means by which any NoAI designation is conveyed) through an AI training pipeline is technically routine. It requires only that the party building the training corpus carry forward, in its own records, machine-readable fields that accompany the works—within the model files themselves, within the download archives, and within the dataset records—without burden. No format used at any stage of the pipeline alleged in this Complaint is incapable of accommodating CMI.

D. Registration Is Not Required for Plaintiff's DMCA Claims

75. Plaintiff and the members of the proposed Class are creators who design, author, and publish original digital 3D models on online platforms. These creators retain copyright interests in their works and routinely distribute their models publicly through these platforms, accompanied by creator attribution information and other CMI identifying the author of the work.

76. A significant portion of these creators, however, have not formally registered their works with the United States Copyright Office. This is consistent with the norms of the online 3D-modeling community, where individual creators frequently publish original works for download, collaboration, or portfolio display without undertaking the administrative burden and expense associated with federal copyright registration.

77. NVIDIA's conduct nevertheless gives rise to liability under Chapter 12 of the Copyright Act regardless of whether Plaintiff's works were registered. Claims arising under 17 U.S.C. § 1202 constitute independent statutory violations separate and distinct from claims for direct copyright infringement.

78. Unlike infringement claims under 17 U.S.C. § 501, which are subject to the registration prerequisite of 17 U.S.C. § 411(a), causes of action under Chapter 12 do not require a plaintiff to obtain a prior copyright registration before bringing suit.

79. NVIDIA's conduct injured Plaintiff and the proposed Class by interfering with the statutory protections afforded to creators under Chapter 12 of the Copyright Act, including protections designed to preserve attribution information and safeguard digital works from unauthorized copying, processing, and downstream exploitation.

80. As a result, NVIDIA cannot evade liability for its violations of 17 U.S.C. § 1202 merely because the affected creators had not registered their works with the Copyright Office.

E. Objaverse, Objaverse-XL, TRELLIS-500K, and Related Datasets

81. In recent years, researchers and technology companies have assembled large-scale datasets of 3D models in order to train artificial intelligence systems capable of generating new 3D content.

82. One of the most widely used datasets for this purpose is Objaverse, and its expanded successor Objaverse-XL, which was released in 2023. Objaverse, released in December 2022, comprises approximately 800,000 3D works that researchers collected from Sketchfab. Objaverse-XL, released in July 2023, incorporates that collection and adds works from other repositories. NVIDIA's PartPacker paper identifies Objaverse-XL by name as the source of PartPacker's training data, and NVIDIA's model card for the model names Objaverse-XL as the dataset on which NVIDIA performed "training, testing, and evaluation."[7]

83. Objaverse-XL is an academic dataset composed of more than 10 million 3D assets collected from publicly accessible repositories containing user-generated 3D models.

84. The dataset aggregates models from numerous online platforms, including Sketchfab, Thingiverse, Polycam, GitHub, and other repositories where creators publish and distribute digital 3D assets.

[7] See PartPacker Paper § 4.1; PartPacker Model Card; Matt Deitke et al., *Objaverse: A Universe of Annotated 3D Objects*, (Dec. 15, 2022), available at: https://arxiv.org/abs/2212.08051, Intro. & § 3; Matt Deitke et al., *Objaverse-XL: A Universe of 10M+ 3D Objects*, (July 11, 2023), available at: https://arxiv.org/abs/2307.05663, § 3.1.

85. Because the source platforms allow creators to select licensing terms for each individual model, the assets referenced in Objaverse-XL are associated with a wide variety of Creative Commons licenses and other usage restrictions imposed by the creators who authored those works. The dataset's own documentation says so: "The use of the dataset as a whole is licensed under the ODC-By v1.0 license. Individual objects in Objaverse-XL are licensed under different licenses."[8]

86. Objaverse and Objaverse-XL preserve references to the original source files, source repositories, and creator accounts from which the models were obtained. These links allow researchers and downstream users to trace assets back to the platform and creator from which they originated. By contrast, NVIDIA removed that information from the copies it carried into its curated training datasets, thereby severing the connection between the work and the creator.

87. The existence of these links makes it possible to identify the individual artists and designers whose works were incorporated into or referenced by the dataset—which is important for attribution.

88. In addition to Objaverse-XL itself, derivative datasets have been created using subsets of the assets it references. One such dataset is TRELLIS-500K, an index of approximately 500,000 3D assets that Microsoft researchers selected from Objaverse-XL and a handful of smaller collections by applying an automated "aesthetic score" threshold, and released in December 2024 for training generative 3D models. TRELLIS-500K is distributed as tables listing, for each work, its SHA-256 content hash, its "file identifier," its aesthetic score, and machine-generated captions. Its Sketchfab table lists 168,307 works from Objaverse-XL's Sketchfab collection, and for each of them the file identifier is the URL of the work's page on Sketchfab, of the form "https://sketchfab.com/3d-models/{identifier}."[9] Its other Objaverse-XL table lists 311,843 works from GitHub, and the TRELLIS authors report that they used

[8] Objaverse-XL, README, available at: https://github.com/allenai/objaverse-xl.

[9] See Jianfeng Xiang et al., *Structured 3D Latents for Scalable and Versatile 3D Generation* (Dec. 2, 2024), available at: https://arxiv.org/abs/2412.01506, App. B.1–B.2 & Tab. 8; Microsoft, TRELLIS-500K, available at: https://github.com/microsoft/TRELLIS/blob/main/DATASET.md and https://huggingface.co/datasets/JeffreyXiang/TRELLIS-500K.

only the Sketchfab and GitHub objects from Objaverse-XL, excluding works from the other repositories.[10] TRELLIS-500K does not itself distribute the model files. Its published toolkit loads the Objaverse-XL annotation records—including each work's license field—to match the listed hashes to works, and then downloads each work through Objaverse-XL's own software.

89. These datasets have been used by commercial technology companies to train foundation-scale generative models capable of automatically producing new 3D objects, environments, and digital assets.

90. Once trained, these systems can produce new 3D assets through automated prompts or programmatic interfaces and can be integrated into commercial platforms, developer tools, and enterprise software systems.

91. Several major technology companies—including NVIDIA—have publicly disclosed using Objaverse, Objaverse-XL, or datasets derived from them, including TRELLIS-500K, to train generative 3D models that are incorporated into commercial products, research initiatives, or developer ecosystems.

92. Datasets such as Objaverse-XL and TRELLIS-500K function as a structured index of publicly hosted 3D models, preserving references to the online repositories where those works were originally published.

93. Objaverse and Objaverse-XL are distributed as structured indexes together with software that operates on those indexes. For Objaverse, the dataset's official software exposes a per-object annotation record—recording the work's title, its creator's username, display name, and profile URL, the license the creator selected, and the URL of the work's page on Sketchfab—and retrieves the model files from a copy of the collection hosted on the Hugging Face platform. For Objaverse-XL, the dataset's software exposes annotation tables recording, for each object, its source, license, file identifier, and SHA-256 content hash, and its download functions take those records as their input. For works hosted on Sketchfab, each object's file identifier is a URL of the form "https://sketchfab.com/3d-

[10] See Xiang et al., App. B.1–B.2 & Tab. 8.

models/{identifier},” which resolves to the work’s Sketchfab model page—the page bearing the work’s title, creator, license designation, and, where applied, the NoAI tag. The Objaverse-XL research paper instructs that “[u]sers must follow the license of the content with which the original files were distributed and the terms of service for each platform.”[11] A user of either dataset cannot retrieve a work without the record that states its creator and license.

94. The model files in the Objaverse collection are the glTF/GLB files Sketchfab generated for download, with the embedded “asset” metadata described above intact. Model files retrieved through the dataset’s own software carry the author and license information described above in their headers. Objaverse-XL’s software retrieves each Sketchfab work from that same hosted collection and verifies the file against the content hash recorded for it, so the file a user of Objaverse-XL or TRELLIS-500K receives is the Sketchfab-generated file, header included. Upon information and belief, NVIDIA obtained the Sketchfab-originated works either from that hosted collection, through the Objaverse-XL and TRELLIS-500K toolkits whose use it followed, or directly from Sketchfab. By any route, the copies NVIDIA obtained carried the works’ CMI within the files themselves and in the accompanying records.

95. Repositories, such as Sketchfab, Thingiverse, Polycam, GitHub, and others, distribute creator-uploaded models together with CMI, including the creator’s identity, licensing terms, attribution requirements, and other information governing the permitted use of the work.

96. Upon information and belief, NVIDIA used Objaverse-derived datasets, including TRELLIS-500K, as a source map to identify and obtain copies of 3D models. After obtaining those works, NVIDIA copied, converted, rendered, normalized, and otherwise processed the models through machine-learning preprocessing pipelines. In the course of that process, NVIDIA removed the creator-identifying information, licensing metadata, and other CMI that accompanied the works when originally distributed, and NVIDIA then carried the CMI-stripped copies, including copies of Plaintiff’s works, into its AI training corpus.

[11] Deitke et al., *Objaverse-XL: A Universe of 10M+ 3D Objects*, (July 11, 2023), available at: https://arxiv.org/abs/2307.05663 (NeurIPS 2023 Datasets and Benchmarks).

97. As a result, the copies of Plaintiff's and Class Members' works that NVIDIA carried into its generative AI training systems were copies from which NVIDIA had stripped the attribution, licensing information, and other copyright management information associated with those works when they were originally distributed.

F. NVIDIA's Use of Plaintiff's Works for AI Training and Removal of CMI

98. Large technology companies, such as NVIDIA, have incorporated Objaverse, Objaverse-XL and Objaverse-derived datasets into the training pipelines for commercial generative artificial intelligence systems designed to create new 3D models and digital environments.

99. NVIDIA trained its generative 3D systems using assets drawn from Objaverse, Objaverse-XL, or derivative subsets of those datasets, including TRELLIS-500K.

100. The conduct alleged in this action follows a consistent technological pipeline through which NVIDIA identified, obtained, and processed Plaintiff's works for use in generative artificial intelligence training systems.

101. First, individual creators—including Plaintiff and members of the proposed Class—published original 3D models on online repositories such as Sketchfab, Thingiverse, and Polycam. When those works were distributed on those platforms, they were accompanied by CMI, including the creator's identity, the title of the work, licensing terms governing reuse, attribution requirements, and other information identifying the conditions under which the work could be used.

102. Second, researchers compiled datasets such as Objaverse-XL, which aggregated references to millions of these models and preserved source information sufficient to identify the online repositories where the works were hosted, and subsets such as TRELLIS-500K, which selected works from Objaverse-XL and listed each by its content hash and source URL. These datasets functioned as a structured index that enabled downstream users to locate the underlying works on the platforms where they were originally published. The Objaverse-XL records also contain metadata identifying the Creative Commons license, and other terms of use, associated with the work.

103. Third, NVIDIA used those datasets as a source map to identify and obtain the referenced 3D assets from the online repositories where those works were originally hosted, or from copies of those works hosted elsewhere, including the Objaverse collection hosted on Hugging Face.

104. Fourth, and most importantly, after obtaining copies of the works, NVIDIA processed the models through machine-learning preprocessing pipelines that NVIDIA built to convert copies of 3D works into training inputs suitable for generative AI systems and configured to remove the works' CMI.

105. Training generative artificial intelligence systems requires converting copies of creative works into machine-learning representations that can be processed by neural networks.

106. In the context of 3D generative models, this process involves transforming copies of 3D works—the model files themselves—into numerical or visual representations that can be used as training inputs. The removal of CMI alleged in this Complaint did not occur in the course of any such transformation. It occurred before it, when NVIDIA's pipeline loaded each model file and stripped out the CMI its header carried.

107. This preprocessing typically includes operations such as format conversion, mesh normalization, rendering, voxelization, and other transformations that convert the geometry and textures of a 3D model into data structures suitable for machine-learning training. None of those operations requires deleting a file's CMI; deleting it was a deliberate choice NVIDIA made. In NVIDIA's case, as described below, the operations NVIDIA has disclosed for PartPacker are loading each model file, extracting the file's scene graph into parts, repairing and stitching those parts, normalizing the mesh, converting it into watertight volumes, sampling points on its surface and along its edges, computing distance values at points in space, and rendering views of it.

108. During these transformations, the creative content of the work—such as its geometry, structure, textures, and visual features—is preserved in numerical or visual form so that the model can learn patterns from the training data.

109. As NVIDIA configured it, however, NVIDIA's pipeline stripped the works of the attribution information, licensing terms, and other CMI that accompanied them when they were originally distributed on their source platforms.

110. Thus, the creator-identifying information, licensing metadata, attribution requirements, and other CMI that accompanied the works when originally distributed were removed.

111. NVIDIA has described its preprocessing pipeline. According to the PartPacker paper, "[a]s the 3D meshes are stored in GLB format, we extract their scene graphs and use them as the primary source of part annotations." NVIDIA then performs "part extraction, repair, and filtering," packs the extracted parts into two volumes, converts each volume "into a watertight mesh" at a resolution of 512^3, extracts "uniform surface samples, salient edge samples, and point-SDF pairs," normalizes "[a]ll meshes" "to the $[-0.95, 0.95]^3$ cube," and renders each mesh "from multiple camera viewpoints to serve as the conditional input images."[12]

112. NVIDIA has also published its implementation of the first of those operations.[13] NVIDIA's repository describes that code as the implementation that "process[es] raw glb meshes into two separate meshes as proposed in the paper," and the script carries a 2024 NVIDIA copyright notice. That code loads the model file with a general-purpose 3D library. Where the file contains more than one geometry node, it reads the file's node hierarchy and uses the nodes as the parts of the work; where the file contains a single mesh, it collapses the file to that mesh and hands the next stage exactly two arrays—the vertex coordinates and the face indices—and nothing else. It then discards the file's textures and materials (a code comment explains that textures are dropped "since we only need geom"), recenters and rescales the vertices, groups and stitches the parts, and writes the result as plain geometry files containing only vertex and face records. Nothing in that code stores or outputs the creator, license, title, or source information the file carried. The first of those operations removes that information.

113. When that code is applied to a Sketchfab-generated model file, the library parses the file's glTF JSON, which contains both the "asset" object naming the work's creator, license, title, and source and the information the library uses to locate the geometry. Of that "asset" block, the library uses only

[12] PartPacker Paper §§ 3.2, 4.1 & App. A.2.

[13] See https://github.com/NVlabs/PartPacker; https://huggingface.co/nvidia/PartPacker; https://huggingface.co/spaces/nvidia/PartPacker. The code that processes a model file into parts is published in the repository at data/bipartite_contraction.py.

the file's format version number. It does not retain the creator, license, title, or source information anywhere in the object it returns. In the version of the library that NVIDIA's published lock file specifies (version 4.6.9), as in the current version, the library carries forward the work's geometry, its textures and materials, and the names of its nodes, together with a few generic technical fields it supplies itself, such as an assumed default unit of measure, and it removes the creator, license, title, and source information the "asset" object carried. NVIDIA's code then keeps the node names—the labels it uses to tell one part of the work from another—as its part annotations. What emerges from the load step, before any rescaling, packing, or sampling, is a copy of the same work minus its CMI: it carries the work's geometry, textures, materials, and node names, and it does not carry the creator, license, title, or source fields. NVIDIA's code later discards the textures and materials of the loaded copy and keeps its geometry for part extraction. That later step is separate from the removal of the CMI, which had already occurred at the load step, and did not cause it. Upon information and belief, the pipeline NVIDIA used to prepare its training set handled the works in the same way, because NVIDIA's paper describes the same operations—extracting each file's scene graph into parts, repairing, normalizing, packing, and sampling each work—and because NVIDIA published the code as its implementation of that method.

114. In plain terms, a Sketchfab model file is a digital package with two parts: the shape of the object, and a label attached to the package naming the creator, the license, the title, and where the work came from. NVIDIA starts with a copy of the model that still carries that label. The code NVIDIA published opens the package, takes out the shape, and removes the label; nothing in it keeps the label, copies it into the training data, or writes it down anywhere else. The software parses the file's structured data, which contains both the label and the information needed to locate the shape. NVIDIA's code then uses the model's node names to identify its parts. Upon information and belief, NVIDIA prepares each work for training the same way.

115. NVIDIA's removal of the works' CMI was not the product of ignorance of that CMI. NVIDIA's pipeline operated on the works' CMI in order to build its training corpus in the first place. NVIDIA's systems ingested and parsed the TRELLIS-500K and Objaverse-XL records to identify, locate, download, and track the works; those records include each work's Sketchfab URL, which links

to the page displaying its creator, license, and any NoAI designation, and the Objaverse-XL license field. NVIDIA's systems likewise parsed model files whose embedded "asset" metadata identified each work's title, author, license, and source. NVIDIA's systems thus read the works' CMI at the acquisition and processing stages, carried forward the identifiers, node names, and geometry they needed, and stripped from the copies and records they created the fields recording each work's creator, title, license terms, and usage restrictions. NVIDIA examines the provenance and license status of its training data. Its model card for PartPacker records the dataset, the "Data Collection Method," and the "Labeling Method" behind the model; its paper characterizes the license of the Objaverse-XL index; and, for another NVIDIA model, PartField, NVIDIA declined to release weights trained on a second dataset "[d]ue to licensing restrictions."[14]

116. The copies from which NVIDIA's pipeline removed CMI were the works themselves. The files NVIDIA downloaded were identical to the files distributed for download of the works—for Sketchfab works, the files Sketchfab generated—with the CMI conveyed within and alongside each file intact. NVIDIA's systems held those identical copies, read their CMI, and then removed that CMI from them as they converted them into training copies, keeping records of them from which it was likewise absent. The removal occurred within NVIDIA's pipeline, on NVIDIA's own copies of the works, at the moment each file was loaded—before any rescaling, packing, sampling, or rendering of the work's content. It was not a consequence of any later transformation of the works' content but of NVIDIA's decision to carry that content forward without the information that identified it.

117. NVIDIA did not create new works at this stage; it worked on existing copies of the works. The files NVIDIA obtained were copies of the works—material objects in which the works were fixed—and the CMI at issue was conveyed in connection with those copies: within each Sketchfab file's asset header, in the records that accompanied and identified each file, and through the source-page link recorded in both. NVIDIA's pipeline opened each of those copies, read the header and records in which its CMI resided, and stripped that information out as it converted the copy into the forms its training used.

[14] PartPacker Model Card; PartPacker Paper § 4.1; NVIDIA, PartField, README, available at: https://github.com/nv-tlabs/PartField.

What emerged was the same work in another form—the same expressive content, geometry, and appearance—minus its CMI. The pipeline did not learn from the works and generate new objects at this stage; it took existing copies that carried CMI and carried them forward without CMI. Nor was the works' CMI a visual feature of the models that a particular rendering angle might leave out of frame; it was machine-readable information attached to each copy and its records, which NVIDIA's pipeline read and was configured to remove.

118. NVIDIA's treatment of the information in each file was field-specific. NVIDIA's data infrastructure created and maintained per-work records about the very works at issue—the content hash and file identifier used to acquire and track each object, the part annotations NVIDIA extracted from each file's node hierarchy, the dual-volume packing it computed for each work, the watertight volumes, surface samples, and distance values it derived from each, and the multiple rendered views it generated for each of them—while the training records NVIDIA created omitted the adjacent fields recording authorship and license. When NVIDIA parsed each file's header, the same parse that produced the node names it kept as part labels also produced the author, license, title, and source, which appear a few lines above those names in the file. NVIDIA kept the node names and discarded the rest. NVIDIA defined the schema of its own training records: it selected which per-work fields its corpus would keep and which it would discard. The fields NVIDIA discarded were the ones that identified the works' creators and the legal restrictions on the works' use.

119. The absence of CMI from NVIDIA's training corpus was therefore an avoidable design choice, not an inherent or necessary feature of machine-learning training. The works' CMI was conveyed in machine-readable form within the model files, within the dataset records NVIDIA's systems read, and, for works obtained from Sketchfab directly, within the download packaging. The formats and record structures NVIDIA used and created were capable of carrying that information forward, and doing so would have imposed no meaningful burden. The header of a model file is plain text in a documented structure; preserving its creator, license, title, and source fields requires only a few lines of code that read those fields from the header and write them to the training record. The library NVIDIA chose parses the header and attaches to each loaded mesh a metadata record into which it copies other header fields, but

not the asset block in which Sketchfab writes the CMI including creator and license. The geometry files NVIDIA's code writes accept comment lines, and each such file in fact begins with a comment line identifying the software library that wrote it; no line identifies the work's author, license, title, or source. NVIDIA configured its systems to extract and carry forward the works' expressive content—their geometry, structures, and visual features—and the identifiers and part labels its pipeline used, while stripping out the CMI that those same sources conveyed. NVIDIA thereby removed CMI that its systems could have preserved. Nothing about NVIDIA's use of the works' geometry required disturbing the file header in which their CMI resided; that information could have remained where it was, or been carried forward in the records NVIDIA created, without burden to the training process. Rendering a mesh reads the model's geometry and visual resources; nothing in that operation requires stripping the dataset record from which the model was identified and retrieved, or the file header in which the model's CMI resides. NVIDIA stripped them nonetheless.

120. Because NVIDIA configured its training pipeline to remove CMI, neither NVIDIA's training systems nor those systems' users can identify the creator of any given work or comply with the attribution requirements or licensing conditions associated with that work. That incapacity is a condition of NVIDIA's own making. It results from NVIDIA's configuration choices, not from any technical constraint of AI machine-learning training.

121. NVIDIA knew, or had reasonable grounds to know, that its preprocessing pipeline, as NVIDIA designed and configured it, would strip the CMI from the copies of the works it processed. That result was the foreseeable product of NVIDIA's own configuration choices—and it was avoidable without burden, because the CMI was conveyed in machine-readable form within and alongside the works and could have been carried forward in NVIDIA's training records.

122. Finally, NVIDIA trained generative AI systems capable of producing new 3D objects, environments, and digital assets on these CMI-stripped copies, including, upon information and belief, copies of Plaintiff's works, and released those systems to the public and integrated 3D generation into the products, developer platforms, and enterprise technologies it sells.

G. NVIDIA's Commercial Use of Objaverse-Derived Datasets in Generative 3D Systems

123. On June 11, 2025, NVIDIA released PartPacker, an image-to-3D generation model, together with a technical paper, *Efficient Part-level 3D Object Generation via Dual Volume Packing*, authored by NVIDIA Research scientists together with NVIDIA interns and academic collaborators, and hosted on NVIDIA's research website.[15] The paper states: "We use the Trellis500k subset [46] of the Objaverse-XL dataset [12, 11] (ODC-BY v1.0 license). After applying our part extraction process (Section 3.2), approximately 386K meshes with more than one part remain. Further filtering results in around 254K meshes with well-balanced SDF grids, which are used for training our model."[16] NVIDIA's model card for PartPacker, published on Hugging Face under NVIDIA's name, states: "We perform training, testing, and evaluation on the Objaverse-XL dataset. For the VAE model, we use the first 253K meshes for training and the rest 1K meshes for validation. For the Flow model, we use all 254K meshes for training." It identifies the training dataset as "Objaverse-XL," links to the dataset's website, records the "Data Collection Method" as "Hybrid: Automatic, Synthetic" and the "Labeling Method" as "N/A (no labels)," and describes the data as "about 254k mesh data, which is a subset from the Objaverse-XL filtered by the number of parts."[17] The Objaverse-XL works in TRELLIS-500K include 168,307 works gathered from Sketchfab, every one of which was distributed as a Sketchfab-generated model file carrying its creator's name, license, title, and source in its header.

124. PartPacker was not NVIDIA's first use of these works. NVIDIA's EdgeRunner paper (September 2024), by NVIDIA researchers who also authored the PartPacker paper, states that "we use meshes from the Objaverse and Objaverse-XL datasets," and the LLaMA-Mesh paper (November 2024), co-authored by NVIDIA researchers, states that "[w]e use 3D meshes from Objaverse . . . ." NVIDIA's PartField paper (April 2025) states that "[w]e train our PartField on the Objaverse [6] and PartNet [39] datasets," using "approximately 340k shapes" from Objaverse (after filtering out low-quality data)—

[15] PartPacker Paper; NVIDIA Research, PartPacker, available at: https://research.nvidia.com/labs/cosmos-lab/partpacker/; see also https://research.nvidia.com/labs/dir/partpacker/.

[16] PartPacker Paper § 4.1.

[17] PartPacker Model Card.

more than forty percent of the collection; NVIDIA published that model's code and its Objaverse-trained weights.[18] None of those papers identifies the creator, license, or source of any Objaverse work NVIDIA used, and none describes any step that carried that information forward.

125. NVIDIA's own disclosures thus place it squarely within the source-to-training pipeline alleged here. Objaverse, Objaverse-XL, and TRELLIS-500K preserved per-file source references, license information, and other CMI associated with the underlying works, including Creative Commons designations and, through the recorded Sketchfab page address, the means of identifying NoAI designations. Yet NVIDIA disclosed no attribution mechanism for underlying creators and no filtering system for non-commercial license restrictions before using those works to train PartPacker. The only selection criteria NVIDIA's paper and model card describe are an aesthetic score, the number of parts in a work, and the balance of its distance grids. NVIDIA describes no license-based exclusion criterion of any kind and does not state that creator or license fields were preserved with the selected assets.

126. Upon information and belief, NVIDIA used the TRELLIS-500K and Objaverse-XL records to identify and obtain copies of 3D models—from the Objaverse collection hosted on Hugging Face, through the datasets' own download software, or from the Sketchfab pages to which those records point—together with the creator-identifying information, license terms, attribution requirements, and other CMI that those files and records carried. NVIDIA then loaded, partitioned, normalized, packed, sampled, and rendered those works into machine-learning inputs suitable for training PartPacker, and in loading them removed the CMI that accompanied the works when originally distributed.

127. NVIDIA's use is commercial. NVIDIA sells the hardware and software on which generative AI systems are trained and run, and its model card states that NVIDIA's "AI models are

[18] Jiaxiang Tang et al., *EdgeRunner: Auto-regressive Auto-encoder for Artistic Mesh Generation* (Sept. 26, 2024), available at: https://arxiv.org/abs/2409.18114, App. A.1.2 (describing approximately 112K training meshes); Zhengyi Wang et al., *LLaMA-Mesh: Unifying 3D Mesh Generation with Language Models* (Nov. 14, 2024), available at: https://arxiv.org/abs/2411.09595, § 3.3; https://github.com/nv-tlabs/LLaMa-Mesh; Minghua Liu et al., *PartField: Learning 3D Feature Fields for Part Segmentation and Beyond* (Apr. 15, 2025), available at: https://arxiv.org/abs/2504.11451, § 4.1; https://github.com/nv-tlabs/PartField.

designed and/or optimized to run on NVIDIA GPU-accelerated systems," where "the model achieves faster training and inference times compared to CPU-only solutions." NVIDIA released PartPacker under a license that limits everyone else to non-commercial use while providing that "NVIDIA Corporation and its affiliates may use the Work and any derivative works commercially."[19] In September 2025, NVIDIA also released an NVIDIA AI Blueprint for 3D object generation and a NIM microservice packaging the Microsoft TRELLIS model—a model trained on the same TRELLIS-500K index—for deployment on the GeForce RTX graphics cards NVIDIA sells.[20] In other words, NVIDIA used works identified through Objaverse-XL and TRELLIS-500K to train generative systems that serve its commercial business after removing the attribution, license terms, and other CMI that governed those works at the time of publication.

128. NVIDIA's paper describes further operations performed on every training asset. For each work, NVIDIA extracted the file's scene graph into parts, repaired and stitched the parts, computed a connectivity graph of the parts and packed them into two volumes, converted each volume into a watertight mesh at a resolution of 512^3, sampled 32,768 surface points and 16,384 "salient edge" points, computed distance values at points in space, and rendered the mesh "from multiple camera viewpoints to serve as the conditional input images." NVIDIA trained the model over a period of several weeks on as many as 256 of its A100 GPUs.[21] NVIDIA rendered those views from copies it had already stripped of CMI, so the renderings carried none of the works' CMI—no title, creator, license, or source. NVIDIA therefore handled every work individually, many times over, and created and kept several new per-work records for each; what it did not keep was the CMI each work arrived with.

[19] NVIDIA Source Code License § 3.3 (governing the published code), available at: https://github.com/NVlabs/PartPacker/blob/main/license.md; PartPacker Model Card ("This model is ready for non-commercial use."); id. (identifying the "NVIDIA Non-Commercial License" as the license for the model).

[20] NVIDIA, *Scene It to Believe It: Populate 3D Worlds Quickly With NVIDIA AI Blueprints* (Sept. 3, 2025), available at: https://blogs.nvidia.com/blog/rtx-ai-garage-blueprint-3d-object-nim-microsoft-trellis/; NVIDIA, TRELLIS, available at: https://build.nvidia.com/microsoft/trellis.

[21] See PartPacker Paper § 4.1.

129. NVIDIA knows how to track the provenance and permissions of training data when it chooses to. For Meshtron, a 3D mesh generation model that NVIDIA published in December 2024 and whose authors include three of the PartPacker paper's authors, NVIDIA states: "Our training data is licensed from a major 3D content provider."[22] NVIDIA's PartField README offers a download for only the Objaverse-trained model and says it cannot release the version that was also trained on PartNet because of licensing restrictions. And for every model it releases, NVIDIA publishes a standardized model card that records the training dataset, the "Data Collection Method by dataset," the "Labeling Method by dataset," and the dataset's properties. NVIDIA's model card for the Microsoft TRELLIS NIM microservice, published by NVIDIA, records that the model was trained on TRELLIS-500K and describes that dataset as "500K 3D assets curated from Objaverse(XL), ABO, 3D-FUTURE, HSSD, and Toys4k, filtered based on aesthetic scores."[23]

130. A research group that licenses 3D training data for one model, and that withholds another model from release because of a dataset's license restrictions, is a group that reads and acts on the license status of its training data. NVIDIA did so for the data behind Meshtron and for the PartNet data behind PartField. For the Objaverse-XL works—created by Plaintiff and the Class, and delivered to NVIDIA with the license and the creator's name inside every file—NVIDIA stripped all of it from the copies and records it carried forward: creator, license, source, and the link through which any NoAI designation was conveyed. The difference is not one of technical capability. It is a choice about whose rights information NVIDIA's training records would carry.

131. NVIDIA also knew what the Objaverse-XL records said about the works. NVIDIA's paper characterizes the dataset by the license of its index, "ODC-BY v1.0," a license that itself requires attribution. The dataset's own documentation, in the same place, states that "[i]ndividual objects in Objaverse-XL are licensed under different licenses," and the dataset's paper instructs users to "follow

[22] Zekun Hao et al., *Meshtron: High-Fidelity, Artist-Like 3D Mesh Generation at Scale* (Dec. 12, 2024), available at: https://arxiv.org/abs/2412.09548, App. C.2.

[23] NVIDIA, TRELLIS Model Card, available at: https://build.nvidia.com/microsoft/trellis/modelcard.

the license of the content with which the original files were distributed."[24] The same paper states that "[u]sers should follow the license of the individual objects distributed as part of this dataset," and that "users need to assess license questions based on downstream use."[25] The TRELLIS-500K toolkit NVIDIA followed loads the Objaverse-XL annotation table—whose columns include each work's license—to locate the works it downloads. Diligence on the license status of a collection of hundreds of thousands of works whose licenses vary work by work requires reading the per-work license records that accompany those works. NVIDIA read them, and then wrote training records without them.

132. NVIDIA also understood that a generative 3D model can reproduce the works on which it was trained: published empirical research confirms that generative 3D shape models memorize and reproduce shapes from their training data,[26] and NVIDIA's model card for PartPacker warns developers to address "unforeseen product misuse." A model that reproduces a training work with its CMI attached reveals its source; a model trained on CMI-stripped copies does not. These allegations go to NVIDIA's knowledge and to the concealment of infringement.

133. NVIDIA assembled and processed its PartPacker training corpus after February 2023, when Sketchfab announced the NoAI designation; after March 23, 2023, when Sketchfab's updated Terms of Use took effect prohibiting the use of NoAI-designated models in datasets for, in the development of, or as inputs to generative AI programs; after the presence of NoAI-designated works in Objaverse had been publicly reported and protested by creators;[27] and after December 2024, when TRELLIS-500K was released. NVIDIA's EdgeRunner, LLaMA-Mesh, and PartField corpora were likewise assembled after February and March 2023. By then, the removal of rights-management information from AI training data was the subject of widely publicized litigation in this District (e.g.,

[24] See Deitke et al., Objaverse-XL, Apps. C.5–C.6."

[25] Id.

[26] See Shu Pu et al., *Memorization in 3D Shape Generation: An Empirical Study*, (Dec. 29, 2025), available at: https://arxiv.org/abs/2512.23628, Abstract & §§ 4, 5.4–5.5, 8.

[27] See, e.g., The Decoder, Sketchfab & Objaverse: AI copyright dispute enters third dimension (Apr. 15, 2023), https://the-decoder.com/sketchfab-objaverse-ai-copyright-dispute-enters-third-dimension/

Doe 1 v. GitHub, Inc., No. 4:22-cv-06823-JST (N.D. Cal.); and *Kadrey v. Meta Platforms, Inc.*, No. 3:23-cv-03417-VC (N.D. Cal.)).

134. NVIDIA's exploitation of this training corpus is ongoing and commercial. NVIDIA released the PartPacker model weights, inference code, and data-processing code (none of which is a training manifest, dataset list, or per-asset record sufficient to identify individual works) to the public on GitHub and Hugging Face in June 2025, and it operates a public web demonstration through which members of the public generate 3D models from images. NVIDIA continues to host the model, its code, and its demonstration, and it continues to sell the hardware and distribute the software through which generative 3D systems are deployed.

135. The allegations in this Complaint made on information and belief rest on, among other sources: NVIDIA's technical paper describing PartPacker and the data on which it was trained; NVIDIA's model card for PartPacker; the model weights, inference code, and data-processing code NVIDIA publicly released, including the script NVIDIA published to process a model file into parts; NVIDIA's technical papers describing EdgeRunner, LLaMA-Mesh, PartField, and Meshtron, and the PartField code repository; NVIDIA's model card for the Microsoft TRELLIS NIM microservice and NVIDIA's announcement of the AI Blueprint for 3D object generation; the TRELLIS-500K index tables, documentation, and toolkit; the Objaverse and Objaverse-XL research papers, documentation, annotation records, and download software; the Objaverse collection and metadata hosted on Hugging Face; the glTF 2.0 specification; Sketchfab's published announcements, terms of use, and model pages; and counsel's examination of the model files, dataset records, and web pages described above, including the headers of Plaintiff's own files in the Objaverse collection and the effect of NVIDIA's published code on a file carrying such a header. Counsel's examination of NVIDIA's published code and model documentation was undertaken after the original complaint in this action was filed; the allegations above about the mechanism of removal reflect what that examination showed. The remaining facts—the configuration of NVIDIA's training pipeline and the contents of its data infrastructure—are within NVIDIA's exclusive possession and are not available to Plaintiff before discovery.

H. NVIDIA's Intentional Removal of CMI

136. NVIDIA's removal of CMI was intentional. It was not an accident, an oversight, or the unavoidable byproduct of a process indifferent to CMI. As alleged above: (i) NVIDIA's systems read the records and files in which the works' CMI was carried and used the identifiers and hashes in those same records to identify, acquire, and track the works, and NVIDIA reads and acts on the license status of its training data; (ii) NVIDIA's treatment of the information in each file was field-specific—it kept the identifiers, node names, part annotations, and geometry its pipeline used while discarding the adjacent fields identifying each work's creator and license; (iii) NVIDIA defined the schema of its own training records to exclude those fields, even as it licenses 3D training data for other models and withholds a model from release when a dataset's license restrictions so require; (iv) NVIDIA's published code shows a loading step that reads a model file's header, carries forward its geometry and the node names NVIDIA uses as part labels (and, in the version of the library NVIDIA's published lock file specifies, a few generic technical fields the library supplies itself), and strips out the creator, license, title, and source information the header carried; and (v) NVIDIA declined feasible, information-preserving alternatives—fields and records already present in the very dataset and file formats it used—that were before it. NVIDIA's pipeline singled out and excised CMI at the load step while leaving the works' geometry, structure, and part labels intact.

137. Section 1202(b) of the DMCA provides that "[n]o person shall, without the authority of the copyright owner or the law—(1) intentionally remove or alter any copyright management information . . . knowing, or, with respect to civil remedies under section 1203, having reasonable grounds to know, that it will induce, enable, facilitate, or conceal an infringement of any right under this title." 17 U.S.C. § 1202(b).

138. The statute requires that removal of CMI be intentional—deliberate rather than accidental or inadvertent—and, separately, that the defendant know or have reasonable grounds to know that the removal will induce, enable, facilitate, or conceal infringement. Where Congress required conduct undertaken for a particular purpose, it said so expressly in the adjoining subsection: § 1202(a) reaches only conduct undertaken "knowingly and with the intent to induce, enable, facilitate, or conceal

infringement." Section 1202(b)(1) contains no such clause. A defendant that deliberately removes CMI acts within the statute's terms whether or not suppressing CMI was its ultimate objective, so long as the statute's knowledge element is satisfied—as this Complaint alleges it is.

139. NVIDIA's removal of CMI also served a concealment function that NVIDIA understood. Retaining per-work attribution and license information in a training corpus creates records tying a developer's systems to identifiable creators' works and to identifiable license restrictions—records that platform operators, creators, litigants, and courts can later examine—and increases the risk that a generative model will reproduce attribution information in its outputs, revealing the sources of its training data. Removing that information reduces the traceability of the training corpus and obscures both the identity of the works used and the restrictions that governed them. NVIDIA's public description of PartPacker's training data illustrates the point. It discloses that NVIDIA trained on roughly 254,000 meshes drawn from Objaverse-XL, but identifies no work, no creator, and no license, and nothing NVIDIA has preserved or disclosed would allow a creator to learn that his work was among them. Plaintiff learned that his works had been swept into the datasets NVIDIA used only through search tools offered by the website hosting those datasets and through counsel's examination of the TRELLIS-500K index, not from any record NVIDIA kept. Upon information and belief, and based on the facts alleged above, NVIDIA removed CMI from its 3D training corpus in part to reduce the traceability of its training data and to conceal the identity and license status of the works it used.

140. Plaintiff does not allege that machine-learning training inherently or necessarily severs works from their CMI, nor that liability arises from format conversion as such. Plaintiff alleges that NVIDIA built and operated a data pipeline that read the works' CMI, could have preserved that CMI without burden in fields and records already present in its pipeline, preserved other per-work information instead, and wrote training copies and records from which the CMI was missing while the fields NVIDIA needed were retained. The absence of CMI from NVIDIA's training corpus is the result of NVIDIA's choices about what to keep and what to discard.

I. Plaintiff Suffered Harm and Concrete Injury

141. As a professional artist and creator of photogrammetry-based[28] 3D models, Plaintiff has invested substantial time, skill, and financial resources in developing his professional practice.

142. These investments include professional-grade camera equipment, drones, specialized computing hardware capable of processing large photogrammetry datasets, and licensed software used to reconstruct and refine three-dimensional models from Plaintiff's original photographic inputs. Plaintiff has also invested substantial time and labor in capturing imagery, processing scans, editing meshes and textures, and preparing models for distribution on online platforms.

143. Since approximately 2018, Plaintiff has created and published hundreds of original 3D models through various online platforms used by the global 3D artist community. These platforms include Sketchfab, CGTrader, Thingiverse, and Polycam.

144. On Sketchfab alone, Plaintiff has published more than four hundred original 3D models which are displayed and distributed through an integrated online viewer that allows users to evaluate the models. Plaintiff's models have collectively received more than 600,000 views on Sketchfab. At the time Plaintiff published his models on Sketchfab, he conveyed his restrictions on their use through Creative Commons licenses—principally the CC BY (Attribution) license and, for some works, the CC BY-NC-SA and CC BY-SA licenses.

145. Plaintiff's professional practice has historically depended on public visibility of his published works. Plaintiff used Sketchfab as a central portfolio through which potential clients—including artists, developers, and commercial entities—could discover his work, evaluate its quality, and engage him for purchase, licensing opportunities, or additional freelance projects.

146. Prior to the emergence of generative artificial intelligence systems trained on large-scale 3D datasets identified herein, Plaintiff regularly received economic opportunities from this portfolio-based model. Plaintiff sold and licensed models through the Sketchfab marketplace and other platforms

[28] Photogrammetry is a specialized technique that involves capturing large numbers of high-resolution photographs of real-world objects and environments and processing those images through specialized software in order to reconstruct accurate digital three-dimensional assets.

and used his publicly available work to obtain freelance opportunities in visual effects and related fields. For example, Plaintiff was engaged to perform 3D scanning work for artistic and commercial projects after clients discovered his work through his online Sketchfab portfolio.

147. In addition to publishing models for portfolio visibility and community collaboration, Plaintiff has also monetized his work through licensing and marketplace sales. Plaintiff has sold and licensed his models through digital asset marketplaces such as CGTrader and through Sketchfab's integrated marketplace. Plaintiff has also negotiated direct licenses with companies seeking to incorporate his models into their own digital products and services.

148. Attribution plays a critical role in Plaintiff's ability to generate income from his work. Plaintiff's use of Creative Commons attribution licenses was intended to allow his models to be shared while ensuring that his identity remained associated with the works, thereby enabling prospective clients to locate his portfolio and engage him for paid opportunities. Plaintiff has, in fact, received professional credit for his work, including attribution in connection with third-party projects, which contributes to his reputation and visibility within the industry.

149. Recognizing the importance of this attribution-based model, Plaintiff has in the past actively policed unlawful redistribution and copying of his work, including by issuing DMCA takedown notices after discovering that third parties had reproduced or redistributed his models without permission.

150. Plaintiff has also utilized tools available on hosting platforms, such as Sketchfab, designed to communicate restrictions on the use of his works in automated data collection or artificial intelligence systems.

151. For example, shortly after Sketchfab introduced a "NoAI" designation in February 2023, Plaintiff manually applied the NoAI tag to each of the more than four hundred models published on the site. This action reflected Plaintiff's explicit decision to prohibit the use of his works for generative AI training purposes.

152. Despite these steps, shortly after applying the NoAI designation on his works hosted on Sketchfab, Plaintiff discovered that his works were referenced within the Objaverse dataset. The website

hosting the Objaverse dataset provided tools allowing creators to search for models associated with their accounts. Using those tools, Plaintiff located numerous works of his within the dataset.

153. The dataset's own records confirm that Plaintiff's works are among the Sketchfab works in Objaverse, and that they were indexed together with their CMI. A review of the 798,759 records that make up the Objaverse collection—the Sketchfab component of Objaverse-XL—for Plaintiff's Sketchfab account identified 243 works that Plaintiff created and published between March 2018 and July 2022. For each of those works, the corresponding record names Plaintiff's account and display name, links to his profile, states the Creative Commons license he selected for the work, and designates the work as downloadable. As captured in the dataset, 213 of those works were licensed CC BY 4.0, 29 were licensed CC BY-NC-SA 4.0, and one was licensed CC BY-SA 4.0. The model files for representative works of Plaintiff, retrieved through the dataset's own software, carry in their headers Plaintiff's name, a link to his Sketchfab profile, and the applicable Creative Commons license.

154. Microsoft's published TRELLIS-500K index from which NVIDIA selected PartPacker's training set lists at least 57 of those works. Microsoft's published TRELLIS-500K index omits the creators' names and profile information, but retains the unique Sketchfab identifiers that connect its entries to the original Objaverse metadata. The corresponding Objaverse records identify the creator's name, username, and profile. A review of TRELLIS-500K, consisting of comparing the unique Sketchfab identifiers for its 168,307 Sketchfab-derived entries against the corresponding identifiers in the original Objaverse metadata, identified 57 exact matches associated with Plaintiff Austin Beaulier's Sketchfab account. The matches were established through the unique identifiers assigned to the works, with Plaintiff's association with those works established through the corresponding Objaverse records identifying his account.

155. Plaintiff's works within TRELLIS-500K include, for example: "Betty Boop (photogrammetry)," published October 26, 2019, licensed CC BY 4.0 (Sketchfab identifier 7e700f84e97c496ea53b9147c412fd95); "Our Lady of Grace statue Virgin Mary SCAN," published March 24, 2019, licensed CC BY 4.0 (identifier a1e63357f3fa4a8d9a310db3ae35c2fb); "Homemade Gingerbread House Scan," published December 24, 2020, licensed CC BY 4.0 (identifier

d00dc76606814cc0b38da3f75dbfe811); "Ecorché Bust statue scan," published July 7, 2022, licensed CC BY-NC-SA 4.0 (identifier c7ec1c206d054b569d19b0c2ff9736e7); and "The Wizard of Oz Dorothy's dress costume scan," published March 23, 2022, licensed CC BY-NC-SA 4.0 (identifier ad6ce43a6dfe4d0486cfa8af5bcea02b). The model file for each of the first, second, and fourth of those works, as hosted in the Objaverse collection from which Objaverse-XL and TRELLIS-500K retrieve it, carries in its "asset" metadata an "author" field reading "Austin Beaulier (https://sketchfab.com/Austin.Beaulier)," a "license" field reading "CC-BY-4.0 (http://creativecommons.org/licenses/by/4.0/)" or, for the "Ecorché Bust statue scan," "CC-BY-NC-SA-4.0 (http://creativecommons.org/licenses/by-nc-sa/4.0/)," a "source" field giving the URL of the work's Sketchfab page, a "title" field giving the work's title, and a "generator" field identifying the Sketchfab software that wrote the file.

156. NVIDIA has stated that it trained PartPacker on roughly 254,000 meshes selected from TRELLIS-500K, but it has not publicly disclosed which of the 500,000 works it selected. The exact-identifier comparison described above establishes that 57 of Plaintiff's works were included in the source index NVIDIA identified. Upon information and belief, at least some of those works were among the works NVIDIA obtained and processed in preparing PartPacker's training corpus and used to train PartPacker. That allegation rests on NVIDIA's identification of TRELLIS-500K and Objaverse-XL by name as the source of PartPacker's training data; on the presence of 57 of Plaintiff's works in the TRELLIS-500K index itself; on the size of NVIDIA's selection, which at roughly 254,000 works is about half of the index; on the fact that NVIDIA's part-count and distance-grid filters could be applied only after each file had been loaded, so that every work in the index was loaded and stripped of its CMI whether or not it survived those filters; on the character of Plaintiff's works—textured, artist-authored photogrammetry models of the kind an aesthetic filter retains, as the index's own scores confirm; and on NVIDIA's exclusive possession of the list of works it used. NVIDIA describes no selection criterion directed at a work's creator, license, or source, and given the number of Plaintiff's works in the index, it is implausible that NVIDIA's processing missed all of them. In selecting and processing those works, NVIDIA encountered the work-specific attribution and license information described above in the

records and files from which it obtained them, and carried the works' content into its training corpus without it.

157. Plaintiff raised concerns regarding this issue with individuals at Sketchfab and publicly objected to the inclusion of his works within AI-related datasets despite the NoAI restrictions he had applied to his models. Plaintiff was informed that Sketchfab had limited ability to prevent entities from copying and using the models once they had been indexed or collected by third-party datasets.

158. As a result of these developments, Plaintiff took steps to restrict access to his works. Plaintiff removed the free-download availability of his models and moved many of his works into the paid marketplace in an effort to prevent further ingestion of his works into AI training datasets. This shift has reduced the visibility and accessibility of Plaintiff's work within the broader creative community and has thus diminished the portfolio-driven exposure that previously generated business opportunities.

159. The events described above have also had a significant personal impact on Plaintiff. Upon learning that his works had been incorporated into datasets used to train generative artificial intelligence systems, against his explicit wishes, Plaintiff felt that the value of his creative labor had been appropriated without permission. Plaintiff experienced a loss of creative motivation to continue producing and sharing new models at the pace he had previously maintained. As a result, Plaintiff reduced the frequency with which he created and uploaded new works.

160. Taken together, NVIDIA's conduct of removing CMI—including attribution and licensing terms—interferes directly with the attribution-based economic model for Plaintiff and Class Members. NVIDIA has undermined the licensing framework that governed Plaintiff's models and interfered with Plaintiff's and Class Members' ability to control how their works are used, attributed, and monetized.

161. NVIDIA's conduct has therefore diminished the value of Plaintiff's creative works, disrupted the market for licensing 3D assets, and interfered with Plaintiff's ongoing efforts to build and sustain a professional practice based on the creation and licensing of digital 3D models.

CLASS ACTION ALLEGATIONS

162. **Class Definition:** Plaintiff brings this action on behalf of himself and other similarly situated individuals defined as follows (the "Class"):

> All creators whose 3D models with CMI were published on Sketchfab, Thingiverse, Polycam, or other repositories and were incorporated into Objaverse, Objaverse-XL, or derivative datasets used by NVIDIA to train its AI models during the Class Period.

163. Plaintiff reserves the right to modify the class definition or add sub-classes as needed prior to filing a motion for class certification.

164. The "Class Period" is the period beginning on the date established by the Court's determination of any applicable statute of limitations, after consideration of any tolling, concealment, and accrual issues, and ending on the date of entry of judgment or preliminary approval of a settlement.

165. Excluded from the Class are NVIDIA; any affiliate, parent, or subsidiary of NVIDIA; any entity in which NVIDIA has a controlling interest; any officer, director, or employee of NVIDIA; any successor or assign of NVIDIA; anyone employed by counsel in this action; any judge to whom this case is assigned, his or her spouse and immediate family members; and members of the judge's staff.

166. Numerosity/Ascertainability. Members of the Class are so numerous that joinder of all members would be impracticable. The exact number of Class Members is unknown to Plaintiff currently. However, it is estimated that there are thousands of individuals in the Class. The identity of such membership is readily ascertainable. Datasets such as Objaverse-XL preserve certain metadata, including references to the original source repositories and model URLs from which the assets were collected, enabling the models referenced in the dataset to be traced back to the specific platform pages where the works were hosted. Those platform pages identify the creator of the work. As a result, the creators whose works were referenced in Objaverse-derived datasets—including Plaintiff and members of the proposed Class—can be identified through systematic analysis of the dataset metadata and the corresponding source repositories.

167. Typicality. Plaintiff's claims are typical of the claims of the Class because Plaintiff's 3D models were included in the datasets NVIDIA used to assemble its training corpus. Upon information and belief, NVIDIA loaded and processed Plaintiff's 3D models in preparing that corpus, removing the copyright management information that accompanied those works, and, upon information and belief, trained PartPacker on them. Plaintiff's claims are based on the same legal theories as the claims of other Class Members.

168. Adequacy. Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class Members. Plaintiff's interests coincide with, and are not antagonistic to, those of the Class Members. Plaintiff is represented by attorneys with experience in the prosecution of class action litigation. Plaintiff's attorneys are committed to vigorously prosecuting this action on behalf of the Class Members.

169. Common Questions of Law and Fact Predominate. Questions of law and fact common to the Class Members predominate over questions that may affect only individual Class Members because NVIDIA has acted on grounds generally applicable to the Class. Such generally applicable conduct arises from NVIDIA's uniform course of conduct. The following questions of law and fact are common to the Class:

(a) Whether NVIDIA used Objaverse, Objaverse-XL, TRELLIS-500K, or related datasets to identify and obtain 3D models created by Plaintiff and members of the Class.

(b) Whether the works created by Plaintiff and members of the Class were originally distributed on platforms such as Sketchfab, Thingiverse, or Polycam together with copyright management information, including creator attribution, licensing terms, and conditions governing reuse.

(c) Whether the information accompanying those works—including creator identity, license designations, attribution requirements, and related metadata—constitutes copyright management information under 17 U.S.C. § 1202.

(d) Whether NVIDIA copied or obtained Plaintiff's and Class Members' works for use in training generative artificial intelligence systems.

(e) Whether, in the course of copying, converting, rendering, preprocessing, or ingesting those works into its AI training pipeline, NVIDIA removed or altered the copyright management information associated with those works.

(f) Whether NVIDIA knew, or had reasonable grounds to know, that the removal or alteration of copyright management information would induce, enable, facilitate, or conceal infringement within the meaning of 17 U.S.C. § 1202(b).

(g) Whether NVIDIA's conduct violated 17 U.S.C. § 1202.

(h) Whether Plaintiff and Class Members are entitled to declaratory and injunctive relief requiring NVIDIA to cease training its commercial generative AI systems using Plaintiff's works, which it stripped of copyright management information, and to implement compliance measures sufficient to prevent further violations.

(i) Whether Plaintiff and Class Members are entitled to statutory damages (including the appropriate statutory measure and amount) under 17 U.S.C. § 1203(c) based on NVIDIA's violations of 17 U.S.C. § 1202.

170. Superiority. Class action treatment is a superior method for the fair and efficient adjudication of the controversy. Such treatment will permit many similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, or expense that numerous individual actions would engender. The benefits of proceeding through the class mechanism, including providing injured persons a method for obtaining redress on claims that could not practicably be pursued individually, substantially outweigh potential difficulties in management of this class action. Plaintiff is unaware of any special difficulty to be encountered in litigating this action that would preclude its maintenance as a class action.

CLAIMS FOR RELIEF

COUNT I

Violation of the Digital Millennium Copyright Act
17 U.S.C. § 1202(b)(1)
(Removal of CMI from Copies of Existing Works at the Input Stage)

171. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

172. Plaintiff and members of the proposed Class are creators of original 3D models that are distributed on public repositories including, but not limited to, Sketchfab, Thingiverse, and Polycam.

173. When distributed on those platforms, the works were accompanied by CMI, including the creator's identity, the title of the work, licensing terms governing reuse, attribution requirements, and other information identifying the conditions under which the work could be used.

174. This information was conveyed in connection with copies of the works and constitutes copyright management information within the meaning of 17 U.S.C. § 1202(c).

175. NVIDIA used Objaverse, Objaverse-XL, TRELLIS-500K, or related datasets to identify and obtain copies of Plaintiff's and Class Members' works from the repositories where those works were originally hosted, or from hosted copies of those works, including the Objaverse collection hosted on Hugging Face.

176. NVIDIA then copied and processed those works through machine-learning preprocessing pipelines that NVIDIA built to convert copies of 3D works into inputs suitable for training generative artificial intelligence systems and configured to strip the works' CMI.

177. Count I is a claim about NVIDIA's treatment of copies of existing works at the input stage of training: it challenges NVIDIA's removal of CMI from the copies of Plaintiff's and Class Members' works that NVIDIA obtained and loaded in the course of preparing them for training, before any model was trained. It is an input-stage claim and is pleaded as such; it does not depend on the content of any output of PartPacker or any other NVIDIA system. The Ninth Circuit has explained that "remove" and "alter" "imply taking an affirmative act with respect to CMI connected to a work that already exists," and that CMI is information conveyed in connection with copies, meaning material objects in which a work

is fixed. *Doe 1 v. GitHub, Inc.*, No. 24-7700, 2026 WL 2728464, *5 (9th Cir. Sept. 16, 2026). Among the paradigmatic violations the court identified is deleting "the electronic information that may accompany a computer file." *Id.* at *5. That is precisely what NVIDIA did. Where the resulting copy is otherwise identical to the source copy and omits the CMI, a factfinder may reasonably infer that the defendant removed it. *Id.* at *6 ("[I]f the two works are otherwise identical—sharing, for example, the same composition, cropping, or other distinctive features—but the allegedly infringing version omits the CMI that accompanied the original, a factfinder may reasonably infer that the defendant removed CMI from the copied work.") (citing *Friedman v. Live Nation Merchandise, Inc.*, 833 F.3d 1180, 1188 (9th Cir. 2016)).

178. NVIDIA configured its preprocessing—loading, part extraction, repair, normalization, volume packing, watertight conversion, surface and edge sampling, rendering, and related operations—to carry forward the expressive content of each work without the attribution information, licensing metadata, and other CMI conveyed within and alongside the work as originally distributed. The removal occurred at the first of those operations: the load step read each file's header and carried forward the work's geometry, textures, materials, and node names (and, in the version of the library NVIDIA's published lock file specifies, a few generic technical fields the library supplies itself), while the creator, license, title, and source fields the header carried were discarded before any other processing took place. The later operations worked from copies already stripped of CMI. Nothing in the preprocessing NVIDIA has published preserves that information or records it elsewhere. The operations NVIDIA selected preserved the works' geometry and structure in full, and their visual features in the rendered views, and preserved the identifiers and labels NVIDIA's pipeline used, while excising the information identifying each work's creator and license.

179. At the loading step alleged above, NVIDIA intentionally removed CMI from the copies of the works it obtained, including creator attribution, licensing terms, and other identifying information.

180. NVIDIA's removal of CMI was intentional within the meaning of 17 U.S.C. § 1202(b)(1). It was the product of deliberate design, configuration, and curation choices—alleged above—by which NVIDIA's systems read the works' CMI, preserved the works' expressive content and the per-work

identifiers and labels NVIDIA's pipeline used, and stripped the works' CMI from the copies NVIDIA processed for training and from the records NVIDIA kept of them, notwithstanding feasible means of preserving it in fields and records already present in its pipeline. NVIDIA's removal of CMI was not accidental or inadvertent, and it was not the necessary byproduct of any format constraint.

181. NVIDIA then carried these CMI-stripped copies of Plaintiff's works into the training corpus from which it developed PartPacker and, upon information and belief, trained PartPacker on them.

182. NVIDIA knew, or had reasonable grounds to know, that the works referenced in Objaverse, Objaverse-XL, and TRELLIS-500K originated from platforms such as Sketchfab, Thingiverse, and Polycam that distribute user-generated models together with creator attribution, license designations, and other CMI governing downstream use.

183. NVIDIA further knew, or had reasonable grounds to know, that the preprocessing pipelines used to train generative AI systems, as NVIDIA configured them, strip such CMI from the copies they process and produce normalized representations of the works from which attribution, licensing metadata, and other rights-management information has been removed.

184. By removing this information at the input stage, NVIDIA ensured that neither the resulting AI systems nor their users could identify the creators of the underlying works or comply with the license conditions governing those works, including attribution requirements and restrictions on commercial use.

185. The infringement that NVIDIA's removal of CMI enabled, facilitated, and concealed is identifiable. In downloading and storing the works, NVIDIA reproduced them, 17 U.S.C. § 106(1); in loading, partitioning, normalizing, sampling, and rendering them into training representations, NVIDIA reproduced them again in other forms, *id.*; and NVIDIA did so for a purpose the works' licenses withheld. Works subject to attribution conditions could not be shared without complying with those conditions; works licensed for non-commercial use could not be used to build commercial products; and, to the extent works bore the NoAI designation when NVIDIA acquired and processed them, they could not be used in AI datasets or training at all. Plaintiff's works in Objaverse include 213 licensed CC BY 4.0, on condition of attribution, and 29 licensed CC BY-NC-SA 4.0, for non-commercial use only; the 57 works identified in the TRELLIS-500K review include 55 CC BY 4.0 and 2 CC BY-NC-SA. A licensee that uses a work

beyond the scope of its license infringes the copyright in that work. NVIDIA's own copying and use of the works, on terms their licenses did not permit, is the infringement to which NVIDIA's knowledge attaches—and it is infringement that the removal of each work's CMI made undetectable.

186. Had the works' CMI traveled with them into NVIDIA's training records, the consequences would have been concrete. NVIDIA's pipeline already handled the works one by one—loading, partitioning, repairing, rescaling, packing, sampling, and rendering each of them—and a recorded license field, NoAI designation, or source link would have been available to any filter, any reviewer, and any subsequent audit, marking each restricted work for exclusion or compliance. NVIDIA acts on such signals when it records them: it withheld a model from release because of a training dataset's license restrictions, it licensed the training data for another of its 3D models from a commercial provider, and it documents the datasets and collection methods behind each model it releases. Removing the CMI deprived filters, reviewers, and creators of the information in the training records that could have identified restricted works and linked their use to their creators.

187. NVIDIA therefore knew, or had reasonable grounds to know, that the removal or alteration of CMI would induce, enable, facilitate, or conceal infringement of Plaintiff's and Class Members' works.

188. As a direct and proximate result of NVIDIA's conduct, Plaintiff and members of the proposed Class have suffered injury.

189. Each work from which CMI was removed or altered constitutes a separate violation of 17 U.S.C. § 1202(b)(1).

190. Pursuant to 17 U.S.C. § 1203, Plaintiff and the Class are entitled to recover actual damages and NVIDIA's profits attributable to the violations, or statutory damages for each violation, together with costs and attorneys' fees.

191. Plaintiff and the Class are further entitled to injunctive and equitable relief prohibiting NVIDIA from continuing to remove or alter copyright management information conveyed with Plaintiff's and Class Members' works.

RELIEF REQUESTED

WHEREFORE, Plaintiff, on behalf of himself and the proposed Class, respectfully requests that the Court grant the following relief:

(a) Certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure and appointment of Plaintiff as Class Representative and Plaintiff's counsel as Class Counsel;

(b) A declaration that NVIDIA violated 17 U.S.C. § 1202(b)(1) by intentionally removing or altering copyright management information associated with Plaintiff's and Class Members' works;

(c) Entry of injunctive relief requiring NVIDIA to cease removing or altering copyright management information conveyed with works obtained for use in generative artificial intelligence training systems;

(d) Entry of injunctive relief prohibiting NVIDIA from using or incorporating into artificial intelligence training datasets any copies of Plaintiff's and Class Members' works from which NVIDIA removed copyright management information in violation of 17 U.S.C. § 1202(b)(1);

(e) An order requiring NVIDIA to identify and account for the works of Plaintiff and members of the Class that were incorporated into datasets or training pipelines used to develop NVIDIA's generative artificial intelligence systems;

(f) Entry of injunctive relief requiring NVIDIA to preserve copyright management information associated with works used in future AI training datasets and to implement compliance measures sufficient to prevent further violations of 17 U.S.C. § 1202;

(g) An award of statutory damages or actual damages and NVIDIA's profits attributable to the violations pursuant to 17 U.S.C. § 1203;

(h) An award of Plaintiff's and the Class's reasonable attorneys' fees and costs pursuant to 17 U.S.C. § 1203(b)(4)-(5);

(i) Pre- and post-judgment interest as permitted by law; and

(j) Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff, individually and on behalf of the proposed Class, demands a trial by jury for all the claims asserted in this Complaint so triable.

Date: November 13, 2026

Respectfully Submitted,

/s/ William J. Edelman
William J. Edelman (SBN 285177)
MILBERG, PLLC
280 S. Beverly Drive, Penthouse
Beverly Hills, CA 90212
Phone: (771) 474-1121
wedelman@milberg.com

Michael A. Acciavatti (admitted *pro hac vice*)
MILBERG, PLLC
405 East 50th Street
New York, NY 10022
Tel: (212) 594-5300
macciavatti@milberg.com