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18 Counterclaimant Nanonoble Pte. Ltd. and
19 Defendant Shanghai Xiyu Jizhi
20 Technology Co. Ltd.

21 **UNITED STATES DISTRICT COURT**
22 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

23 DISNEY ENTERPRISES, INC., a
24 Delaware corporation; UNIVERSAL
25 CITY STUDIOS PRODUCTIONS
26 LLLP, a Delaware limited liability
27 limited partnership; WARNER BROS.
28 ENTERTAINMENT INC., a Delaware
corporation; MARVEL
CHARACTERS, INC., a Delaware
corporation; MVL FILM FINANCE
LLC, a Delaware limited liability
company; LUCASFILM LTD. LLC, a
California limited liability company;
TWENTIETH CENTURY FOX FILM
CORPORATION, a Delaware
corporation; DC COMICS, a New York
general partnership; THE CARTOON
NETWORK, INC., a Delaware
corporation; TURNER
ENTERTAINMENT CO., a Delaware
corporation; HANNA-BARBERA

Case No. 2:25-cv-08768-SB-E

**DEFENDANTS NANONOBLE PTE.
LTD. AND SHANGHAI XIYU JIZHI
TECHNOLOGY CO. LTD.'S
ANSWER AND AFFIRMATIVE
DEFENSES; COUNTERCLAIMANT
NANONOBLE PTE. LTD.'S
COUNTERCLAIMS FOR
CONTRACTUAL
INDEMNIFICATION, BREACH OF
CONTRACT, AND
DECLARATORY RELIEF;
DEMAND FOR JURY TRIAL**

Complaint Filed: September 16, 2025
Trial Date: July 12, 2027

1 PRODUCTIONS, INC., a Delaware
2 corporation; and DREAMWORKS
3 ANIMATION L.L.C., a Delaware
4 limited liability company,

5 Plaintiffs,

6 vs.

7 SHANGHAI XIYU JIZHI
8 TECHNOLOGY CO. LTD., a Chinese
9 limited company; and NANONOBLE
10 PTE. LTD., a Singaporean private
11 limited company,

12 Defendants.

13 NANONOBLE PTE. LTD., a
14 Singaporean private limited company,

15 Counterclaimant,

16 vs.

17 DISNEY ENTERPRISES, INC., a
18 Delaware corporation; UNIVERSAL
19 CITY STUDIOS PRODUCTIONS
20 LLLP, a Delaware limited liability
21 limited partnership; WARNER BROS.
22 ENTERTAINMENT INC., a Delaware
23 corporation; MARVEL
24 CHARACTERS, INC., a Delaware
25 corporation; MVL FILM FINANCE
26 LLC, a Delaware limited liability
27 company; LUCASFILM LTD. LLC, a
28 California limited liability company;
TWENTIETH CENTURY FOX FILM
CORPORATION, a Delaware
corporation; DC COMICS, a New York
general partnership; THE CARTOON
NETWORK, INC., a Delaware
corporation; TURNER
ENTERTAINMENT CO., a Delaware
corporation; HANNA-BARBERA
PRODUCTIONS, INC., a Delaware
corporation; and DREAMWORKS

1 ANIMATION L.L.C., a Delaware
2 limited liability company,
3 Counterclaim-Defendants.

DEFENDANTS' ANSWER TO THE COMPLAINT

Defendants Nanonoble Pte. Ltd. (“**Nanonoble**”) and Shanghai Xiyu Jizhi Technology Co. Ltd. (“**SXJT**”) (together, “**Defendants**”) answer the Complaint of Plaintiffs Disney Enterprises, Inc., Universal City Studios Productions LLLP, Warner Bros. Entertainment Inc., Marvel Characters, Inc., MVL Film Finance LLC, Lucasfilm Ltd. LLC, Twentieth Century Fox Film Corporation, DC Comics, The Cartoon Network, Inc., Turner Entertainment Co., Hanna-Barbera Productions, Inc., and DreamWorks Animation L.L.C. (collectively, the “**Studios**” or “**Plaintiffs**”).

The Complaint improperly defines “MiniMax” to refer collectively to three distinct legal entities—one of which, the “MiniMax” defendant, has been dismissed from this action—and Defendants deny the propriety of that collective definition. Defendants deny any allegation attributing undifferentiated conduct to “MiniMax” as to each Defendant, except as expressly admitted. SXJT further answers subject to, and without waiver of, its defense of lack of personal jurisdiction.

The headings and subheadings in the Complaint are not allegations of fact and require no response, and Defendants have not reproduced them. To the extent a response is required, Defendants deny the allegations those headings and subheadings contain. Except as expressly admitted herein, Defendants deny each and every allegation in the Complaint. Responding to the specifically numbered paragraphs of the Complaint, and using the corresponding paragraph numbers, Defendants state as follows:

Introduction

1. Defendants admit that Nanonoble makes the Hailuo AI tool available as an artificial-intelligence image- and video-generation service. Defendants deny the remaining allegations and characterizations in Paragraph 1.

2. Defendants lack knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 2, and on that basis deny them.

3. Defendants deny the allegations and characterizations in Paragraph 3.

1 4. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth of the allegations in Paragraph 4, and on that basis deny them.

3 5. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 5, and on that basis deny them.

5 6. Paragraph 6 states legal conclusions concerning alleged copying, public
6 display, public performance, distribution, derivative works, authorization, and
7 infringement that require no response. To the extent a response is required,
8 Defendants admit that users can generate image and video outputs in response to
9 text prompts using the Hailuo AI tool and may download certain outputs. To the
10 extent Paragraph 6 purports to characterize the image displayed in Paragraph 6, the
11 image speaks for itself. Defendants lack knowledge or information sufficient to
12 form a belief as to who submitted any prompt used to generate the image displayed
13 in Paragraph 6, what prompt or prompts were submitted, how the Studios obtained
14 the image, or as to the Studios' purported ownership of particular works or asserted
15 rights in the character referenced in Paragraph 6, and on that basis deny those
16 allegations. Defendants deny the remaining allegations and characterizations in
17 Paragraph 6.

18 7. Defendants admit that users can generate image and video outputs in
19 response to text prompts using the Hailuo AI tool and may download certain
20 outputs. To the extent Paragraph 7 purports to characterize the image displayed in
21 Paragraph 7, the image speaks for itself. Defendants lack knowledge or information
22 sufficient to form a belief as to who submitted any prompt used to generate the
23 image displayed in Paragraph 7, what prompt or prompts were submitted, how the
24 Studios obtained the image, or as to the Studios' purported ownership of particular
25 works or asserted rights in the character referenced in Paragraph 7, and on that basis
26 deny those allegations. Defendants deny the remaining allegations and
27 characterizations in Paragraph 7.
28

1 8. Defendants admit that users can generate image and video outputs in
2 response to text prompts using the Hailuo AI tool and may download certain
3 outputs. To the extent Paragraph 8 purports to characterize the image displayed in
4 Paragraph 8, the image speaks for itself. Defendants lack knowledge or information
5 sufficient to form a belief as to who submitted any prompt used to generate the
6 image displayed in Paragraph 8, what prompt or prompts were submitted, how the
7 Studios obtained the image, or as to the Studios' purported ownership of particular
8 works or asserted rights in the characters referenced in Paragraph 8, and on that
9 basis deny those allegations. Defendants deny the remaining allegations and
10 characterizations in Paragraph 8.

11 9. To the extent Paragraph 9 purports to characterize or screenshot an
12 Instagram post, the post speaks for itself. Defendants lack knowledge or
13 information sufficient to form a belief as to the Studios' purported ownership of
14 particular works or asserted rights in the character referenced in Paragraph 9, and on
15 that basis deny those allegations. Defendants deny the remaining allegations and
16 characterizations in Paragraph 9.

17 10. To the extent Paragraph 10 purports to characterize or screenshot an
18 Instagram post, the post speaks for itself. Defendants lack knowledge or
19 information sufficient to form a belief as to the Studios' purported ownership of
20 particular works or asserted rights in characters referenced in Paragraph 10, and on
21 that basis deny those allegations. Defendants deny the remaining allegations and
22 characterizations in Paragraph 10.

23 11. Defendants admit that the WeChat post depicted in Paragraph 11
24 previously appeared on an official WeChat account associated with the Hailuo AI
25 tool. To the extent Paragraph 11 purports to characterize or screenshot that post, the
26 post speaks for itself. Defendants lack knowledge or information sufficient to form
27 a belief as to the Studios' purported ownership of particular works or asserted rights
28

1 in the character referenced in Paragraph 11, and on that basis deny those allegations.
2 Defendants deny the remaining allegations and characterizations in Paragraph 11.

3 12. Defendants admit that Nanonoble's Hailuo AI tool includes certain
4 content-moderation measures, including measures that may block prompts seeking
5 to generate violent or sexually explicit content. Defendants lack knowledge or
6 information sufficient to form a belief as to the content-moderation practices of
7 other, unidentified AI services, and on that basis deny those allegations. Defendants
8 deny the remaining allegations and characterizations in Paragraph 12.

9 13. Defendants admit that the Studios' counsel sent a letter dated August
10 27, 2025. To the extent Paragraph 13 purports to characterize that letter, the letter
11 speaks for itself. Defendants lack knowledge or information sufficient to form a
12 belief as to the alleged "\$4 billion" valuation and subscriber figures as to
13 "MiniMax," and on that basis deny them. Defendants deny the remaining
14 allegations and characterizations in Paragraph 13.

15 14. Defendants deny the allegations and characterizations in Paragraph 14.

16 **The Parties**

17 15. Defendants lack knowledge or information sufficient to form a belief as
18 to the truth of the allegations in Paragraph 15, and on that basis deny them.

19 16. Defendants lack knowledge or information sufficient to form a belief as
20 to the truth of the allegations in Paragraph 16, and on that basis deny them.

21 17. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 17, and on that basis deny them.

23 18. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 18, and on that basis deny them.

25 19. Defendants lack knowledge or information sufficient to form a belief as
26 to the truth of the allegations in Paragraph 19, and on that basis deny them.

27 20. Defendants lack knowledge or information sufficient to form a belief as
28 to the truth of the allegations in Paragraph 20, and on that basis deny them.

1 21. Defendants admit that Exhibit A to the Complaint is a document
2 purporting to list copyright registrations. Defendants lack knowledge or information
3 sufficient to form a belief as to the Studios' purported ownership of particular works
4 or asserted exclusive rights, and on that basis deny those allegations. Defendants
5 deny the remaining allegations in Paragraph 21.

6 22. Defendants lack knowledge or information sufficient to form a belief as
7 to the truth of the allegations in Paragraph 22, and on that basis deny them.

8 23. Defendants lack knowledge or information sufficient to form a belief as
9 to the truth of the allegations in Paragraph 23, and on that basis deny them.

10 24. Defendants lack knowledge or information sufficient to form a belief as
11 to the truth of the allegations in Paragraph 24, and on that basis deny them.

12 25. Defendants lack knowledge or information sufficient to form a belief as
13 to the truth of the allegations in Paragraph 25, and on that basis deny them.

14 26. Defendants lack knowledge or information sufficient to form a belief as
15 to the truth of the allegations in Paragraph 26, and on that basis deny them.

16 27. Defendants admit that Exhibit B to the Complaint is a document
17 purporting to list copyright registrations. Defendants lack knowledge or information
18 sufficient to form a belief as to the Studios' purported ownership of particular works
19 or asserted exclusive rights, and on that basis deny those allegations. Defendants
20 deny the remaining allegations in Paragraph 27.

21 28. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 28, and on that basis deny them.

23 29. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 29, and on that basis deny them.

25 30. Defendants admit that Exhibit C to the Complaint is a document
26 purporting to list copyright registrations. Defendants lack knowledge or information
27 sufficient to form a belief as to the Studios' purported ownership of particular works
28

1 or asserted exclusive rights, and on that basis deny those allegations. Defendants
2 deny the remaining allegations in Paragraph 30.

3 31. Paragraph 31 sets forth a definitional statement that requires no
4 response. To the extent a response is required, Defendants lack knowledge or
5 information sufficient to form a belief as to the truth of the allegations, and on that
6 basis deny them.

7 32. The defendant named in the Complaint as “MiniMax” has been
8 dismissed from this action. Defendants do not respond to allegations directed solely
9 at that dismissed party. To the extent a response is required, Defendants state that
10 the webpage referenced in Paragraph 32 and attached as Exhibit D to the Complaint
11 speaks for itself. Defendants lack knowledge or information sufficient to form a
12 belief as to the unidentified public reports referenced in Paragraph 32, and on that
13 basis deny those allegations. Defendants deny the remaining allegations and
14 characterizations in Paragraph 32.

15 33. Defendants admit that SXJT is a limited liability company
16 headquartered in Shanghai, China, and that it filed the U.S. trademark application
17 for the mark “MiniMax” attached as Exhibit E to the Complaint. To the extent
18 Paragraph 33 purports to characterize that application, the application speaks for
19 itself. Defendants deny the remaining allegations and characterizations in
20 Paragraph 33.

21 34. Defendants admit that Nanonoble is a Singaporean private limited
22 company headquartered in Singapore; that, as of the time alleged, Nanonoble was
23 identified as the “Developer” of the Hailuo AI app on the Apple App Store; that
24 Nanonoble receives payments for subscriptions to the Hailuo AI tool purchased
25 through the website; and that Nanonoble filed the U.S. trademark application for the
26 mark “Hailuo” attached as Exhibit F to the Complaint. To the extent Paragraph 34
27 purports to characterize that application, the application speaks for itself.
28 Defendants deny the remaining allegations and characterizations in Paragraph 34.

Jurisdiction and Venue

35. Paragraph 35 states a legal conclusion that requires no response. To the extent a response is required, Defendants do not contest subject-matter jurisdiction for purposes of this action, and deny the remaining allegations in Paragraph 35.

36. Paragraph 36 and its subparagraphs state legal conclusions concerning personal jurisdiction, purposeful direction, and purposeful availment that require no response. To the extent a response is required, the defendant named in the Complaint as “MiniMax” has been dismissed from this action. Defendants do not respond to allegations directed solely at that dismissed party. SXJT denies that this Court has personal jurisdiction over SXJT, denies that it purposefully directed suit-related activity at or purposefully availed itself of the United States, California, or this District in a manner sufficient to support personal jurisdiction, and expressly preserves and does not waive its defense of lack of personal jurisdiction. Solely for purposes of this action, Nanonoble does not contest personal jurisdiction in this District. Defendants otherwise deny the allegations in Paragraph 36. Defendants respond to the subparagraphs as follows:

(a) Defendants deny the allegations to the extent they concern SXJT.

Defendants admit that Nanonoble has made the Hailuo AI app available in the United States through the Apple App Store and Google Play Store.

Defendants deny that such availability constitutes consent to personal jurisdiction in California or to application of any particular law. Defendants deny the remaining allegations and characterizations in Paragraph 36(a).

(b) Defendants deny the allegations to the extent they concern SXJT.

Defendants admit that Nanonoble has offered paid subscriptions and in-app purchases to customers in the United States and that certain prices have been displayed in U.S. dollars. Defendants deny the remaining allegations and characterizations in Paragraph 36(b).

1 (c) Defendants deny the allegations to the extent they concern SXJT.
2 Defendants admit that Nanonoble has made the Hailuo AI tool accessible to
3 users in the United States through the English-language website
4 hailuoai.video, and that the domain has been registered using the services of
5 GoDaddy.com, LLC and Domains By Proxy, LLC. Defendants lack
6 knowledge or information sufficient to form a belief as to where
7 GoDaddy.com, LLC or Domains By Proxy, LLC is registered to do business
8 or maintains offices, and on that basis deny those allegations. Defendants
9 deny the remaining allegations and characterizations in Paragraph 36(c).

10 (d) Defendants deny the allegations to the extent they concern SXJT.
11 To the extent Paragraph 36(d) purports to characterize or excerpt the Terms of
12 Service for the Hailuo AI tool, those terms speak for themselves. Defendants
13 deny the remaining allegations and characterizations in Paragraph 36(d).

14 (e) Defendants deny the allegations to the extent they concern SXJT.
15 Defendants admit that Nanonoble uses Cloudflare content-delivery-network
16 services for the website for the Hailuo AI tool. Defendants lack knowledge or
17 information sufficient to form a belief as to where Cloudflare, Inc. is
18 incorporated or headquartered, or whether particular files requested or viewed
19 by users or visitors were cached on servers in any particular location, and on
20 that basis deny those allegations. Defendants deny the remaining allegations
21 and characterizations in Paragraph 36(e).

22 (f) Defendants deny the allegations to the extent they concern SXJT.
23 Defendants admit that Nanonoble has allowed users to sign up for the website
24 for the Hailuo AI tool using an existing Google or Apple account, that
25 Nanonoble has allowed customers in the United States to pay in U.S. dollars
26 for subscriptions or credits, and that Nanonoble has used Stripe, Inc. as a
27 payment processor for purchases by customers in the United States.
28 Defendants lack knowledge or information sufficient to form a belief as to

1 where Stripe, Inc. is incorporated or headquartered, and on that basis deny
2 those allegations. Defendants deny the remaining allegations and
3 characterizations in Paragraph 36(f).

4 (g) Defendants admit that Nanonoble filed the U.S. trademark
5 application for the mark “Hailuo” and SXJT filed the U.S. trademark
6 application for the mark “MiniMax” as alleged in the Complaint. To the
7 extent Paragraph 36(g) purports to characterize or excerpt those trademark
8 applications, the applications speak for themselves. Defendants deny the
9 remaining allegations and characterizations in Paragraph 36(g).

10 (h) Defendants deny the allegations to the extent they concern SXJT.
11 To the extent Paragraph 36(h) purports to characterize or excerpt the Terms of
12 Service for the Hailuo AI tool, those terms speak for themselves. Defendants
13 deny the remaining allegations and characterizations in Paragraph 36(h).

14 (i) Defendants deny the allegations to the extent they concern SXJT.
15 Defendants admit that Nanonoble has social-media accounts associated with
16 the Hailuo AI tool. Defendants deny the remaining allegations and
17 characterizations in Paragraph 36(i).

18 (j) Defendants deny the allegations to the extent they concern SXJT.
19 Defendants admit that Nanonoble co-hosted a generative AI meetup in March
20 2025. Defendants lack knowledge or information sufficient to form a belief
21 as to where fal.ai is based, and on that basis deny those allegations.
22 Defendants deny the remaining allegations and characterizations in
23 Paragraph 36(j).

24 (k) Defendants deny the allegations to the extent they concern SXJT.
25 Defendants admit that Nanonoble has previously used the phrase quoted in
26 Paragraph 36(k). Defendants deny the remaining allegations and
27 characterizations in Paragraph 36(k).
28

1 (l) Paragraph 36(l) states legal conclusions that require no response.
2 To the extent a response is required, Defendants deny the allegations in
3 Paragraph 36(l).

4 (m) Defendants deny the allegations and characterizations in
5 Paragraph 36(m).

6 37. Paragraph 37 states legal conclusions that require no response. To the
7 extent a response is required, solely for purposes of this action, Defendants do not
8 contest venue in this District, subject to SXJT's objection to personal jurisdiction
9 over it. Defendants deny the remaining allegations in Paragraph 37.

10 **Factual Background**

11 38. Defendants lack knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 38, and on that basis deny them.

13 39. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth of the allegations in Paragraph 39, and on that basis deny them.

15 40. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 40, and on that basis deny them.

17 41. Defendants lack knowledge or information sufficient to form a belief as
18 to the truth of the allegations in Paragraph 41, and on that basis deny them.

19 42. Defendants lack knowledge or information sufficient to form a belief as
20 to the truth of the allegations in Paragraph 42, and on that basis deny them.

21 43. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 43, and on that basis deny them.

23 44. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 44, and on that basis deny them.

25 45. Paragraph 45 states legal conclusions that require no response. To the
26 extent a response is required, Defendants lack knowledge or information sufficient
27 to form a belief as to the truth of the allegations in Paragraph 45, and on that basis
28 deny them.

1 46. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth of the allegations in Paragraph 46, and on that basis deny them.

3 47. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 47, and on that basis deny them.

5 48. Defendants lack knowledge or information sufficient to form a belief as
6 to the truth of the allegations in Paragraph 48, and on that basis deny them.

7 49. Defendants lack knowledge or information sufficient to form a belief as
8 to the truth of the allegations in Paragraph 49, and on that basis deny them.

9 50. Defendants lack knowledge or information sufficient to form a belief as
10 to the truth of the allegations in Paragraph 50, and on that basis deny them.

11 51. Defendants lack knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 51, and on that basis deny them.

13 52. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth of the allegations in Paragraph 52, and on that basis deny them.

15 53. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 53, and on that basis deny them.

17 54. Paragraph 54 states legal conclusions that require no response. To the
18 extent a response is required, Defendants lack knowledge or information sufficient
19 to form a belief as to the truth of the allegations in Paragraph 54, and on that basis
20 deny them.

21 55. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 55, and on that basis deny them.

23 56. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 56, and on that basis deny them.

25 57. Defendants lack knowledge or information sufficient to form a belief as
26 to the truth of the allegations in Paragraph 57, and on that basis deny them.

27 58. Paragraph 58 states legal conclusions that require no response. To the
28 extent a response is required, Defendants lack knowledge or information sufficient

1 to form a belief as to the truth of the allegations in Paragraph 58, and on that basis
2 deny them.

3 59. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 59, and on that basis deny them.

5 60. Defendants lack knowledge or information sufficient to form a belief as
6 to the truth of the allegations in Paragraph 60, and on that basis deny them.

7 61. Defendants lack knowledge or information sufficient to form a belief as
8 to the truth of the allegations in Paragraph 61, and on that basis deny them.

9 62. Defendants lack knowledge or information sufficient to form a belief as
10 to the truth of the allegations in Paragraph 62, and on that basis deny them.

11 63. Paragraph 63 states legal conclusions that require no response. To the
12 extent a response is required, Defendants lack knowledge or information sufficient
13 to form a belief as to the truth of the allegations in Paragraph 63, and on that basis
14 deny them.

15 64. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 64, and on that basis deny them.

17 65. Defendants lack knowledge or information sufficient to form a belief as
18 to the truth of the allegations in Paragraph 65, and on that basis deny them.

19 66. Defendants lack knowledge or information sufficient to form a belief as
20 to the truth of the allegations in Paragraph 66, and on that basis deny them.

21 67. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 67, and on that basis deny them.

23 68. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 68, and on that basis deny them.

25 69. Defendants lack knowledge or information sufficient to form a belief as
26 to the truth of the allegations in Paragraph 69, and on that basis deny them.

27 70. Defendants lack knowledge or information sufficient to form a belief as
28 to the truth of the allegations in Paragraph 70, and on that basis deny them.

1 71. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth of the allegations in Paragraph 71, and on that basis deny them.

3 72. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 72, and on that basis deny them.

5 73. Paragraph 73 states legal conclusions that require no response. To the
6 extent a response is required, Defendants lack knowledge or information sufficient
7 to form a belief as to the truth of the allegations in Paragraph 73, and on that basis
8 deny them.

9 74. Defendants lack knowledge or information sufficient to form a belief as
10 to the truth of the allegations in Paragraph 74, and on that basis deny them.

11 75. Defendants lack knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 75, and on that basis deny them.

13 76. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth of the allegations in Paragraph 76, and on that basis deny them.

15 77. Paragraph 77 states legal conclusions that require no response. To the
16 extent a response is required, Defendants lack knowledge or information sufficient
17 to form a belief as to the truth of the allegations in Paragraph 77, and on that basis
18 deny them.

19 78. Defendants lack knowledge or information sufficient to form a belief as
20 to the truth of the allegations in Paragraph 78, and on that basis deny them.

21 79. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 79, and on that basis deny them.

23 80. Paragraph 80 states legal conclusions that require no response. To the
24 extent a response is required, Defendants lack knowledge or information sufficient
25 to form a belief as to the truth of the allegations in Paragraph 80, and on that basis
26 deny them.

27 81. Defendants lack knowledge or information sufficient to form a belief as
28 to the truth of the allegations in Paragraph 81, and on that basis deny them.

1 82. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth of the allegations in Paragraph 82, and on that basis deny them.

3 83. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 83, and on that basis deny them.

5 84. Paragraph 84 states legal conclusions that require no response. To the
6 extent a response is required, Defendants lack knowledge or information sufficient
7 to form a belief as to the truth of the allegations in Paragraph 84, and on that basis
8 deny them.

9 85. Defendants lack knowledge or information sufficient to form a belief as
10 to the truth of the allegations in Paragraph 85, and on that basis deny them.

11 86. Defendants lack knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 86, and on that basis deny them.

13 87. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth of the allegations in Paragraph 87, and on that basis deny them.

15 88. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 88, and on that basis deny them.

17 89. Paragraph 89 states legal conclusions that require no response. To the
18 extent a response is required, Defendants lack knowledge or information sufficient
19 to form a belief as to the truth of the allegations in Paragraph 89, and on that basis
20 deny them.

21 90. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 90, and on that basis deny them.

23 91. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 91, and on that basis deny them.

25 92. Paragraph 92 states legal conclusions that require no response. To the
26 extent a response is required, Defendants lack knowledge or information sufficient
27 to form a belief as to the truth of the allegations in Paragraph 92, and on that basis
28 deny them.

1 93. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth of the allegations in Paragraph 93, and on that basis deny them.

3 94. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 94, and on that basis deny them.

5 95. Defendants lack knowledge or information sufficient to form a belief as
6 to the truth of the allegations in Paragraph 95, and on that basis deny them.

7 96. Paragraph 96 states legal conclusions that require no response. To the
8 extent a response is required, Defendants lack knowledge or information sufficient
9 to form a belief as to the truth of the allegations in Paragraph 96, and on that basis
10 deny them.

11 97. Defendants lack knowledge or information sufficient to form a belief as
12 to the truth of the allegations in Paragraph 97, and on that basis deny them.

13 98. Defendants lack knowledge or information sufficient to form a belief as
14 to the truth of the allegations in Paragraph 98, and on that basis deny them.

15 99. Defendants lack knowledge or information sufficient to form a belief as
16 to the truth of the allegations in Paragraph 99, and on that basis deny them.

17 100. Defendants lack knowledge or information sufficient to form a belief as
18 to the truth of the allegations in Paragraph 100, and on that basis deny them.

19 101. Defendants lack knowledge or information sufficient to form a belief as
20 to the truth of the allegations in Paragraph 101, and on that basis deny them.

21 102. Defendants lack knowledge or information sufficient to form a belief as
22 to the truth of the allegations in Paragraph 102, and on that basis deny them.

23 103. Defendants lack knowledge or information sufficient to form a belief as
24 to the truth of the allegations in Paragraph 103, and on that basis deny them.

25 104. Defendants lack knowledge or information sufficient to form a belief as
26 to the truth of the allegations in Paragraph 104, and on that basis deny them.

27 105. Defendants lack knowledge or information sufficient to form a belief as
28 to the truth of the allegations in Paragraph 105, and on that basis deny them.

1 106. Defendants lack knowledge or information sufficient to form a belief as
2 to the truth of the allegations in Paragraph 106, and on that basis deny them.

3 107. Defendants lack knowledge or information sufficient to form a belief as
4 to the truth of the allegations in Paragraph 107, and on that basis deny them.

5 108. Defendants lack knowledge or information sufficient to form a belief as
6 to the truth of the allegations in Paragraph 108, and on that basis deny them.

7 109. Paragraph 109 states legal conclusions that require no response. To the
8 extent a response is required, Defendants lack knowledge or information sufficient
9 to form a belief as to the truth of the allegations in Paragraph 109, and on that basis
10 deny them.

11 110. The defendant named in the Complaint as “MiniMax” has been
12 dismissed from this action. Defendants do not respond to allegations directed solely
13 at that dismissed party. To the extent a response is required, Defendants admit that
14 Nanonoble has made the Hailuo AI tool available as an online generative AI service.
15 Defendants lack knowledge or information sufficient to form a belief as to the
16 Studios’ knowledge, the public reports referenced in Paragraph 110 and footnotes 2
17 and 3 to the Complaint, or the truth of the remaining allegations and
18 characterizations in Paragraph 110, and on that basis deny those allegations.

19 111. Defendants admit that Nanonoble has offered subscription plans for the
20 Hailuo AI tool through the website hailuoai.video. To the extent Paragraph 111
21 purports to characterize or screenshot the subscription page for the Hailuo AI tool,
22 the subscription page speaks for itself. Defendants deny the remaining allegations
23 and characterizations in Paragraph 111.

24 112. Defendants admit that, as of the time alleged, Nanonoble offered paid
25 subscription plans for the Hailuo AI tool with prices displayed in U.S. dollars. To
26 the extent Paragraph 112 purports to characterize the pricing or discounts displayed
27 on the subscription page for the Hailuo AI tool, the subscription page speaks for
28

1 itself. Defendants deny the remaining allegations and characterizations in
2 Paragraph 112.

3 113. Defendants admit that Nanonoble has offered a free subscription tier
4 for the Hailuo AI tool that requires registration and provides a limited number of
5 credits, that image and video generation uses credits, that certain outputs generated
6 using the Hailuo AI tool may include a watermark, and that certain paid subscribers
7 may have the option to remove watermarks. To the extent Paragraph 113 purports
8 to characterize the subscription page, credit usage, watermark options, or the “Max”
9 plan for the Hailuo AI tool, the subscription page speaks for itself. Defendants deny
10 the remaining allegations and characterizations in Paragraph 113.

11 114. Defendants admit that Nanonoble has offered paid subscription plans
12 for the Hailuo AI tool that provide additional credits, the ability to process multiple
13 generations concurrently, and the option to remove watermarks from certain outputs.
14 Defendants deny the remaining allegations and characterizations in Paragraph 114.

15 115. Defendants admit that the website for the Hailuo AI tool includes an
16 “Explore” page and that the Explore page may display images and videos associated
17 with user activity on the Hailuo AI tool. Paragraph 115 states legal conclusions
18 concerning public display and public performance that require no response. To the
19 extent a further response is required, Defendants deny the remaining allegations and
20 characterizations in Paragraph 115.

21 116. Paragraph 116 states legal conclusions concerning alleged copying,
22 storage, public display, public performance, distribution, derivative works, and
23 infringement that require no response. To the extent a response is required,
24 Defendants deny the allegations and characterizations in Paragraph 116.

25 117. Paragraph 117 states legal conclusions and argument concerning
26 alleged infringement that require no response. To the extent a response is required,
27 Defendants deny the allegations and characterizations in Paragraph 117.
28

1 118. Defendants lack knowledge or information sufficient to form a belief as
2 to the Studios' purported ownership of particular works or asserted rights in the
3 characters referenced in Paragraph 118, and on that basis deny those allegations.

4 Defendants deny the remaining allegations and characterizations in Paragraph 118.

5 119. Defendants lack knowledge or information sufficient to form a belief as
6 to the Studios' purported ownership of particular works or asserted rights in the
7 characters referenced in Paragraph 119, and on that basis deny those allegations.

8 Defendants deny the remaining allegations and characterizations in Paragraph 119.

9 120. Defendants lack knowledge or information sufficient to form a belief as
10 to the Studios' purported ownership of particular works or asserted rights in the
11 character referenced in Paragraph 120, and on that basis deny those allegations.

12 Defendants deny the remaining allegations and characterizations in Paragraph 120.

13 121. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' purported ownership of particular works or asserted rights in the
15 characters referenced in Paragraph 121, and on that basis deny those allegations.

16 Defendants deny the remaining allegations and characterizations in Paragraph 121.

17 122. Defendants lack knowledge or information sufficient to form a belief as
18 to the Studios' purported ownership of particular works or asserted rights in the
19 character referenced in Paragraph 122, and on that basis deny those allegations.

20 Defendants deny the remaining allegations and characterizations in Paragraph 122.

21 123. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in the
23 characters referenced in Paragraph 123, and on that basis deny those allegations.

24 Defendants deny the remaining allegations and characterizations in Paragraph 123.

25 124. Defendants lack knowledge or information sufficient to form a belief as
26 to the Studios' purported ownership of particular works or asserted rights in the
27 characters referenced in Paragraph 124, and on that basis deny those allegations.

28 Defendants deny the remaining allegations and characterizations in Paragraph 124.

1 125. Defendants lack knowledge or information sufficient to form a belief as
2 to the Studios' purported ownership of particular works or asserted rights in the
3 character referenced in Paragraph 125, and on that basis deny those allegations.

4 Defendants deny the remaining allegations and characterizations in Paragraph 125.

5 126. Defendants lack knowledge or information sufficient to form a belief as
6 to the Studios' purported ownership of particular works or asserted rights in the
7 character referenced in Paragraph 126, and on that basis deny those allegations.

8 Defendants deny the remaining allegations and characterizations in Paragraph 126.

9 127. Defendants lack knowledge or information sufficient to form a belief as
10 to the Studios' purported ownership of particular works or asserted rights in the
11 character referenced in Paragraph 127, and on that basis deny those allegations.

12 Defendants deny the remaining allegations and characterizations in Paragraph 127.

13 128. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' purported ownership of particular works or asserted rights in the
15 character referenced in Paragraph 128, and on that basis deny those allegations.

16 Defendants deny the remaining allegations and characterizations in Paragraph 128.

17 129. Defendants lack knowledge or information sufficient to form a belief as
18 to the Studios' purported ownership of particular works or asserted rights in the
19 character referenced in Paragraph 129, and on that basis deny those allegations.

20 Defendants deny the remaining allegations and characterizations in Paragraph 129.

21 130. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in the
23 character referenced in Paragraph 130, and on that basis deny those allegations.

24 Defendants deny the remaining allegations and characterizations in Paragraph 130.

25 131. Defendants lack knowledge or information sufficient to form a belief as
26 to the Studios' purported ownership of particular works or asserted rights in the
27 character referenced in Paragraph 131, and on that basis deny those allegations.

28 Defendants deny the remaining allegations and characterizations in Paragraph 131.

1 132. Defendants lack knowledge or information sufficient to form a belief as
2 to the Studios' purported ownership of particular works or asserted rights in the
3 character referenced in Paragraph 132, and on that basis deny those allegations.

4 Defendants deny the remaining allegations and characterizations in Paragraph 132.

5 133. Defendants lack knowledge or information sufficient to form a belief as
6 to the Studios' purported ownership of particular works or asserted rights in the
7 character referenced in Paragraph 133, and on that basis deny those allegations.

8 Defendants deny the remaining allegations and characterizations in Paragraph 133.

9 134. Defendants lack knowledge or information sufficient to form a belief as
10 to the Studios' purported ownership of particular works or asserted rights in the
11 characters referenced in Paragraph 134, and on that basis deny those allegations.

12 Defendants deny the remaining allegations and characterizations in Paragraph 134.

13 135. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' purported ownership of particular works or asserted rights in the
15 character referenced in Paragraph 135, and on that basis deny those allegations.

16 Defendants deny the remaining allegations and characterizations in Paragraph 135.

17 136. Defendants lack knowledge or information sufficient to form a belief as
18 to the Studios' purported ownership of particular works or asserted rights in the
19 character referenced in Paragraph 136, and on that basis deny those allegations.

20 Defendants deny the remaining allegations and characterizations in Paragraph 136.

21 137. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in the
23 characters referenced in Paragraph 137, and on that basis deny those allegations.

24 Defendants deny the remaining allegations and characterizations in Paragraph 137.

25 138. Defendants lack knowledge or information sufficient to form a belief as
26 to the Studios' purported ownership of particular works or asserted rights in the
27 characters referenced in Paragraph 138, and on that basis deny those allegations.

28 Defendants deny the remaining allegations and characterizations in Paragraph 138.

1 139. Defendants lack knowledge or information sufficient to form a belief as
2 to the Studios' purported ownership of particular works or asserted rights in the
3 characters referenced in Paragraph 139, and on that basis deny those allegations.

4 Defendants deny the remaining allegations and characterizations in Paragraph 139.

5 140. Defendants lack knowledge or information sufficient to form a belief as
6 to the Studios' purported ownership of particular works or asserted rights in the
7 character referenced in Paragraph 140, and on that basis deny those allegations.

8 Defendants deny the remaining allegations and characterizations in Paragraph 140.

9 141. Defendants lack knowledge or information sufficient to form a belief as
10 to the Studios' purported ownership of particular works or asserted rights in the
11 character referenced in Paragraph 141, and on that basis deny those allegations.

12 Defendants deny the remaining allegations and characterizations in Paragraph 141.

13 142. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' purported ownership of particular works or asserted rights in the
15 character referenced in Paragraph 142, and on that basis deny those allegations.

16 Defendants deny the remaining allegations and characterizations in Paragraph 142.

17 143. Defendants lack knowledge or information sufficient to form a belief as
18 to the Studios' purported ownership of particular works or asserted rights in the
19 character referenced in Paragraph 143, and on that basis deny those allegations.

20 Defendants deny the remaining allegations and characterizations in Paragraph 143.

21 144. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in the
23 character referenced in Paragraph 144, and on that basis deny those allegations.

24 Defendants deny the remaining allegations and characterizations in Paragraph 144.

25 145. Defendants lack knowledge or information sufficient to form a belief as
26 to the Studios' purported ownership of particular works or asserted rights in the
27 characters referenced in Paragraph 145, and on that basis deny those allegations.

28 Defendants deny the remaining allegations and characterizations in Paragraph 145.

1 146. Defendants lack knowledge or information sufficient to form a belief as
2 to the Studios' purported ownership of particular works or asserted rights in the
3 character referenced in Paragraph 146, and on that basis deny those allegations.

4 Defendants deny the remaining allegations and characterizations in Paragraph 146.

5 147. Defendants lack knowledge or information sufficient to form a belief as
6 to the Studios' purported ownership of particular works or asserted rights in the
7 character referenced in Paragraph 147, and on that basis deny those allegations.

8 Defendants deny the remaining allegations and characterizations in Paragraph 147.

9 148. Defendants lack knowledge or information sufficient to form a belief as
10 to the Studios' purported ownership of particular works or asserted rights in the
11 characters referenced in Paragraph 148, and on that basis deny those allegations.

12 Defendants deny the remaining allegations and characterizations in Paragraph 148.

13 149. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' purported ownership of particular works or asserted rights in the
15 characters referenced in Paragraph 149, and on that basis deny those allegations.

16 Defendants deny the remaining allegations and characterizations in Paragraph 149.

17 150. Defendants lack knowledge or information sufficient to form a belief as
18 to the Studios' purported ownership of particular works or asserted rights in the
19 character referenced in Paragraph 150, and on that basis deny those allegations.

20 Defendants deny the remaining allegations and characterizations in Paragraph 150.

21 151. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in the
23 characters referenced in Paragraph 151, and on that basis deny those allegations.

24 Defendants deny the remaining allegations and characterizations in Paragraph 151.

25 152. Defendants lack knowledge or information sufficient to form a belief as
26 to the Studios' purported ownership of particular works or asserted rights in the
27 characters referenced in Paragraph 152, and on that basis deny those allegations.

28 Defendants deny the remaining allegations and characterizations in Paragraph 152.

1 153. Defendants lack knowledge or information sufficient to form a belief as
2 to the Studios' purported ownership of particular works or asserted rights in the
3 characters referenced in Paragraph 153, and on that basis deny those allegations.

4 Defendants deny the remaining allegations and characterizations in Paragraph 153.

5 154. Defendants lack knowledge or information sufficient to form a belief as
6 to the Studios' purported ownership of particular works or asserted rights in the
7 characters referenced in Paragraph 154, and on that basis deny those allegations.

8 Defendants deny the remaining allegations and characterizations in Paragraph 154.

9 155. Defendants lack knowledge or information sufficient to form a belief as
10 to the Studios' purported ownership of particular works or asserted rights in the
11 character referenced in Paragraph 155, and on that basis deny those allegations.

12 Defendants deny the remaining allegations and characterizations in Paragraph 155.

13 156. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' purported ownership of particular works or asserted rights in the
15 character referenced in Paragraph 156, and on that basis deny those allegations.

16 Defendants deny the remaining allegations and characterizations in Paragraph 156.

17 157. Defendants lack knowledge or information sufficient to form a belief as
18 to the Studios' purported ownership of particular works or asserted rights in the
19 characters referenced in Paragraph 157, and on that basis deny those allegations.

20 Defendants deny the remaining allegations and characterizations in Paragraph 157.

21 158. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in the
23 character referenced in Paragraph 158, and on that basis deny those allegations.

24 Defendants deny the remaining allegations and characterizations in Paragraph 158.

25 159. Defendants lack knowledge or information sufficient to form a belief as
26 to the Studios' purported ownership of particular works or asserted rights in the
27 characters referenced in Paragraph 159, and on that basis deny those allegations.

28 Defendants deny the remaining allegations and characterizations in Paragraph 159.

1 160. Paragraph 160 states legal conclusions concerning copying and
2 infringement that require no response. To the extent a response is required,
3 Defendants lack knowledge or information sufficient to form a belief as to the
4 Studios' purported ownership of particular works, and on that basis deny those
5 allegations. Defendants deny the remaining allegations and characterizations in
6 Paragraph 160.

7 161. Paragraph 161 states legal conclusions concerning alleged copying,
8 fixation, and infringement that require no response. To the extent a response is
9 required, Defendants lack knowledge or information sufficient to form a belief as to
10 the Studios' purported ownership of particular works, and on that basis deny those
11 allegations. Defendants deny the remaining allegations and characterizations in
12 Paragraph 161.

13 162. Defendants lack knowledge or information sufficient to form a belief as
14 to the Studios' beliefs about Defendants' conduct, and on that basis deny those
15 allegations. Defendants respond to the subparagraphs as follows:

16 (a) Defendants admit that SXJT acquired content from public
17 sources and data providers to train certain models associated with the Hailuo
18 AI tool. Defendants lack knowledge or information sufficient to form a belief
19 as to the Studios' purported ownership of particular works allegedly included
20 in the acquired materials, or as to the Studios' characterizations of the tools or
21 methods that the Studios describe as to those works, and on that basis deny
22 those allegations. Defendants deny the remaining allegations and
23 characterizations in Paragraph 162(a).

24 (b) Defendants admit that SXJT processed certain data for use in
25 training certain models associated with the Hailuo AI tool. Defendants lack
26 knowledge or information sufficient to form a belief as to the Studios'
27 characterizations of data processing or the Studios' purported ownership of
28 particular works allegedly included in that data, and on that basis deny those

1 allegations. Defendants deny the remaining allegations and characterizations
2 in Paragraph 162(b).

3 (c) Defendants admit that SXJT used certain data to train certain
4 models associated with the Hailuo AI tool, and that certain specifics of this
5 process have not been publicly disclosed. To the extent Paragraph 162(c)
6 purports to characterize the terms of use for the Hailuo AI tool, those terms
7 speak for themselves. Defendants lack knowledge or information sufficient to
8 form a belief as to the Studios' purported ownership of particular works
9 allegedly included in or associated with that data, and on that basis deny those
10 allegations. Defendants deny the remaining allegations and characterizations
11 in Paragraph 162(c).

12 163. Defendants deny the allegations in Paragraph 163.

13 164. Paragraph 164 states legal conclusions concerning alleged infringement
14 that require no response. To the extent a response is required, Defendants deny
15 infringing any copyright purportedly owned or controlled by the Studios.
16 Defendants lack knowledge or information sufficient to form a belief as to the truth
17 of the remaining factual allegations and argument in Paragraph 164, and on that
18 basis deny them.

19 165. Defendants deny the allegations and characterizations in
20 Paragraph 165.

21 166. Defendants lack knowledge or information sufficient to form a belief as
22 to the Studios' purported ownership of particular works or asserted rights in
23 characters referenced in Paragraph 166, and on that basis deny those allegations.
24 Defendants deny the remaining allegations and characterizations in Paragraph 166.

25 167. Defendants admit that the website for the Hailuo AI tool includes an
26 Explore page and that certain official social-media accounts associated with the
27 Hailuo AI tool exist. Defendants lack knowledge or information sufficient to form a
28 belief as to the Studios' purported ownership of particular works or asserted rights

1 in characters as alleged in Paragraph 167, and on that basis deny those allegations.
2 Defendants deny the remaining allegations and characterizations in Paragraph 167.

3 168. Defendants lack knowledge or information sufficient to form a belief as
4 to the Studios' purported ownership of particular works or asserted exclusive rights
5 referenced in Paragraph 168, and on that basis deny those allegations. Defendants
6 deny the remaining allegations and characterizations in Paragraph 168.

7 169. Defendants admit that Nanonoble maintains an official YouTube
8 account and that videos have been uploaded to that account. To the extent
9 Paragraph 169 purports to characterize or excerpt the video linked in footnote 5 to
10 the Complaint, that video speaks for itself. Defendants lack knowledge or
11 information sufficient to form a belief as to the Studios' purported ownership of
12 particular works or asserted rights in characters referenced in Paragraph 169, and on
13 that basis deny those allegations. Defendants deny the remaining allegations and
14 characterizations in Paragraph 169.

15 170. Defendants admit that the Instagram post linked in footnote 6 to the
16 Complaint previously appeared on Instagram account @neovisionary5. To the
17 extent Paragraph 170 purports to characterize or screenshot that post, the post
18 speaks for itself. Defendants lack knowledge or information sufficient to form a
19 belief as to the Studios' purported ownership of particular works or asserted rights
20 in characters referenced in Paragraph 170, and on that basis deny those allegations.
21 Defendants deny the remaining allegations and characterizations in Paragraph 170.

22 171. To the extent Paragraph 171 purports to characterize or screenshot the
23 Instagram post linked in footnote 6 to the Complaint, that post speaks for itself.
24 Defendants deny the remaining allegations and characterizations in Paragraph 171.

25 172. To the extent Paragraph 172 purports to characterize or screenshot the
26 Instagram post linked in footnote 6 to the Complaint, that post speaks for itself.
27 Defendants lack knowledge or information sufficient to form a belief as to the
28 Studios' purported ownership of particular works or asserted rights in characters

1 referenced in Paragraph 172, and on that basis deny those allegations. Defendants
2 deny the remaining allegations and characterizations in Paragraph 172.

3 173. To the extent Paragraph 173 purports to characterize or screenshot the
4 Instagram post linked in footnote 6 to the Complaint, that post speaks for itself.
5 Defendants lack knowledge or information sufficient to form a belief as to the
6 Studios' purported ownership of particular works or asserted rights in characters
7 referenced in Paragraph 173, and on that basis deny those allegations. Defendants
8 deny the remaining allegations and characterizations in Paragraph 173.

9 174. Defendants admit that WeChat is available in app stores in the United
10 States. Defendants admit that the WeChat post referenced in Paragraph 174
11 previously appeared on an official WeChat account associated with the Hailuo AI
12 tool. To the extent Paragraph 174 purports to characterize or screenshot that post,
13 the post speaks for itself. Defendants lack knowledge or information sufficient to
14 form a belief as to whether the referenced post was accessed in this District, or as to
15 the Studios' purported ownership of particular works or asserted rights in characters
16 referenced in Paragraph 174, and on that basis deny those allegations. Defendants
17 deny the remaining allegations and characterizations in Paragraph 174.

18 175. Defendants admit that the TikTok post linked in footnote 7 to the
19 Complaint previously appeared on TikTok account @hailuoai_official and that
20 @hailuoai_official is an official TikTok account. To the extent Paragraph 175
21 purports to characterize or screenshot that post, the post speaks for itself.
22 Defendants lack knowledge or information sufficient to form a belief as to whether a
23 user generated the content depicted in the post using the Hailuo AI tool or any
24 model associated with it, as to the alleged view or like counts, or as to the Studios'
25 purported ownership of particular works or asserted rights in the character
26 referenced in Paragraph 175, and on that basis deny those allegations. Defendants
27 deny the remaining allegations and characterizations in Paragraph 175.

28

1 176. Defendants admit that the Instagram post linked in footnote 8 to the
2 Complaint previously appeared on Instagram account @neovisionary5. To the
3 extent Paragraph 176 purports to characterize or screenshot that post, the post
4 speaks for itself. Defendants lack knowledge or information sufficient to form a
5 belief as to whether a user generated the content depicted in the post using the
6 Hailuo AI tool or any model associated with it, or as to the Studios' purported
7 ownership of particular works or asserted rights in the character referenced in
8 Paragraph 176, and on that basis deny those allegations. Defendants deny the
9 remaining allegations and characterizations in Paragraph 176.

10 177. Defendants admit that the Instagram post linked in footnote 9 to the
11 Complaint previously appeared on Instagram account @fata_morgana_ai. To the
12 extent Paragraph 177 purports to characterize or screenshot that post, the post
13 speaks for itself. Defendants lack knowledge or information sufficient to form a
14 belief as to whether a user generated the content depicted in the post using the
15 Hailuo AI tool or any model associated with it, or as to the Studios' purported
16 ownership of particular works or asserted rights in the character referenced in
17 Paragraph 177, and on that basis deny those allegations. Defendants deny the
18 remaining allegations and characterizations in Paragraph 177.

19 178. Defendants admit that the Instagram post linked in footnote 10 to the
20 Complaint previously appeared on Instagram account @k.real_petrov. To the extent
21 Paragraph 178 purports to characterize or screenshot that post, the post speaks for
22 itself. Defendants lack knowledge or information sufficient to form a belief as to
23 whether a user generated the content depicted in the post using the Hailuo AI tool or
24 any model associated with it, or as to the Studios' purported ownership of particular
25 works or asserted rights in characters referenced in Paragraph 178, and on that basis
26 deny those allegations. Defendants deny the remaining allegations and
27 characterizations in Paragraph 178.
28

1 179. Defendants admit that the Instagram post linked in footnote 11 to the
2 Complaint previously appeared on Instagram account @insertitle99. To the extent
3 Paragraph 179 purports to characterize or screenshot that post, the post speaks for
4 itself. Defendants lack knowledge or information sufficient to form a belief as to
5 whether a user generated the content depicted in the post using the Hailuo AI tool or
6 any model associated with it, as to the alleged number of likes, or as to the Studios'
7 purported ownership of particular works or asserted rights in the character
8 referenced in Paragraph 179, and on that basis deny those allegations. Defendants
9 deny the remaining allegations and characterizations in Paragraph 179.

10 180. Defendants admit that the Instagram post linked in footnote 12 to the
11 Complaint previously appeared on Instagram account @chillgrid. To the extent
12 Paragraph 180 purports to characterize or screenshot that post, the post speaks for
13 itself. Defendants lack knowledge or information sufficient to form a belief as to
14 whether a user generated the content depicted in the post using the Hailuo AI tool or
15 any model associated with it, as to the alleged number of likes, or as to the Studios'
16 purported ownership of particular works or asserted rights in the character
17 referenced in Paragraph 180, and on that basis deny those allegations. Defendants
18 deny the remaining allegations and characterizations in Paragraph 180.

19 181. Defendants admit that the Instagram post linked in footnote 13 to the
20 Complaint previously appeared on Instagram account @maitanel40_aiart. To the
21 extent Paragraph 181 purports to characterize or screenshot that post, the post
22 speaks for itself. Defendants lack knowledge or information sufficient to form a
23 belief as to whether a user generated the content depicted in the post using the
24 Hailuo AI tool or any model associated with it, or as to the Studios' purported
25 ownership of particular works or asserted rights in characters referenced in
26 Paragraph 181, and on that basis deny those allegations. Defendants deny the
27 remaining allegations and characterizations in Paragraph 181.
28

1 182. Defendants admit that the Instagram post linked in footnote 14 to the
2 Complaint previously appeared on Instagram account @i3ladimir.neiro. To the
3 extent Paragraph 182 purports to characterize or screenshot that post, the post
4 speaks for itself. Defendants lack knowledge or information sufficient to form a
5 belief as to whether a user generated the content depicted in the post using the
6 Hailuo AI tool or any model associated with it, as to the alleged number of likes, or
7 as to the Studios' purported ownership of particular works or asserted rights in
8 characters referenced in Paragraph 182, and on that basis deny those allegations.
9 Defendants deny the remaining allegations and characterizations in Paragraph 182.

10 183. Defendants admit that the Instagram post linked in footnote 15 to the
11 Complaint previously appeared on Instagram account @max.sh_lab. To the extent
12 Paragraph 183 purports to characterize or screenshot that post, the post speaks for
13 itself. Defendants lack knowledge or information sufficient to form a belief as to
14 whether a user generated the content depicted in the post using the Hailuo AI tool or
15 any model associated with it, or as to the Studios' purported ownership of particular
16 works or asserted rights in characters referenced in Paragraph 183, and on that basis
17 deny those allegations. Defendants deny the remaining allegations and
18 characterizations in Paragraph 183.

19 184. Defendants admit that the Instagram post linked in footnote 16 to the
20 Complaint previously appeared on Instagram account @i3ladimir.neiro. To the
21 extent Paragraph 184 purports to characterize or screenshot that post, the post
22 speaks for itself. Defendants lack knowledge or information sufficient to form a
23 belief as to whether a user generated the content depicted in the post using the
24 Hailuo AI tool or any model associated with it, as to the alleged number of likes, or
25 as to the Studios' purported ownership of particular works or asserted rights in
26 characters referenced in Paragraph 184, and on that basis deny those allegations.
27 Defendants deny the remaining allegations and characterizations in Paragraph 184.
28

1 185. Defendants admit that the Instagram post linked in footnote 17 to the
2 Complaint previously appeared on Instagram account @aimationlab8. To the extent
3 Paragraph 185 purports to characterize or screenshot that post, the post speaks for
4 itself. Defendants lack knowledge or information sufficient to form a belief as to
5 whether a user generated the content depicted in the post using the Hailuo AI tool or
6 any model associated with it, or as to the Studios' purported ownership of particular
7 works or asserted rights in characters referenced in Paragraph 185, and on that basis
8 deny those allegations. Defendants deny the remaining allegations and
9 characterizations in Paragraph 185.

10 186. Defendants admit that the Instagram post linked in footnote 18 to the
11 Complaint previously appeared on Instagram account @neovisionary5. To the
12 extent Paragraph 186 purports to characterize that post, the post speaks for itself.
13 Defendants lack knowledge or information sufficient to form a belief as to the
14 Studios' purported ownership of particular works or asserted rights in the character
15 referenced in Paragraph 186, and on that basis deny those allegations. Defendants
16 deny the remaining allegations and characterizations in Paragraph 186.

17 187. Defendants admit that the Instagram post linked in footnote 19 to the
18 Complaint previously appeared on Instagram account @aimationlab8. To the extent
19 Paragraph 187 purports to characterize or screenshot that post, the post speaks for
20 itself. Defendants lack knowledge or information sufficient to form a belief as to
21 the Studios' purported ownership of particular works or asserted rights in characters
22 referenced in Paragraph 187, and on that basis deny those allegations. Defendants
23 deny the remaining allegations and characterizations in Paragraph 187.

24 188. Defendants deny the allegations and characterizations in
25 Paragraph 188.

26 189. Defendants admit that the website for the Hailuo AI tool includes an
27 "Explore" page. Defendants lack knowledge or information sufficient to form a
28 belief as to whether the images depicted in Paragraph 189 are true and correct

1 screenshots of the website for the Hailuo AI tool, and on that basis deny those
2 allegations. To the extent Paragraph 189 purports to characterize or screenshot the
3 Explore page, the Explore page speaks for itself. Defendants lack knowledge or
4 information sufficient to form a belief as to the Studios' purported ownership of
5 particular works or asserted rights in characters referenced in Paragraph 189, and on
6 that basis deny those allegations. Defendants deny the remaining allegations and
7 characterizations in Paragraph 189.

8 190. Defendants deny the allegations and characterizations in
9 Paragraph 190.

10 191. Defendants deny the allegations and characterizations in
11 Paragraph 191.

12 192. Defendants admit that certain outputs generated using the Hailuo AI
13 tool may bear watermarks associated with the Hailuo AI or MiniMax brands, and
14 that certain paid users may have the option to remove watermarks. Defendants lack
15 knowledge or information sufficient to form a belief as to the Studios' purported
16 ownership of particular works allegedly reflected in such content, and on that basis
17 deny those allegations. Defendants deny the remaining allegations and
18 characterizations in Paragraph 192.

19 193. Defendants admit that the Explore page for the Hailuo AI tool may
20 display prompts associated with certain content displayed on that page. Defendants
21 lack knowledge or information sufficient to form a belief as to the Studios'
22 purported ownership of particular works referenced in Paragraph 193, and on that
23 basis deny those allegations. Defendants deny the remaining allegations and
24 characterizations in Paragraph 193.

25 194. Defendants admit that the Reddit post linked in footnote 20 to the
26 Complaint appeared on the Reddit account identified in that footnote. To the extent
27 Paragraph 194 purports to characterize or screenshot that Reddit post, the post
28 speaks for itself. Defendants lack knowledge or information sufficient to form a

1 belief as to the truth of the allegations concerning the Reddit user or post identified
2 in footnote 20 to the Complaint, as to other Reddit threads and online posts, or as to
3 the Studios' purported ownership of particular works or asserted rights in the
4 character referenced in Paragraph 194, and on that basis deny those allegations.
5 Defendants deny the remaining allegations and characterizations in Paragraph 194.

6 195. Defendants admit that the TikTok post linked in footnote 21 to the
7 Complaint appeared on the TikTok account identified in that footnote. To the extent
8 Paragraph 195 purports to characterize or screenshot that post, the post speaks for
9 itself. Defendants lack knowledge or information sufficient to form a belief as to
10 whether the poster was a Hailuo AI subscriber, whether a user generated the content
11 depicted in the post using the Hailuo AI tool or any model associated with it, as to
12 the alleged number of likes, or as to the Studios' purported ownership of particular
13 works or asserted rights in the character referenced in Paragraph 195, and on that
14 basis deny those allegations. Defendants deny the remaining allegations and
15 characterizations in Paragraph 195.

16 196. Defendants admit that the Instagram post linked in footnote 22 to the
17 Complaint previously appeared on Instagram account @aimationlab8. To the extent
18 Paragraph 196 purports to characterize or screenshot that post, the post speaks for
19 itself. Defendants lack knowledge or information sufficient to form a belief as to
20 whether the poster was a Hailuo AI subscriber, whether a user generated the content
21 depicted in the post using the Hailuo AI tool or any model associated with it, or as to
22 the Studios' purported ownership of particular works or asserted rights in the
23 character referenced in Paragraph 196, and on that basis deny those allegations.
24 Defendants deny the remaining allegations and characterizations in Paragraph 196.

25 197. Defendants admit that the YouTube post linked in footnote 23 to the
26 Complaint appeared on the YouTube account identified in that footnote. To the
27 extent Paragraph 197 purports to characterize or screenshot that post, the post
28 speaks for itself. Defendants lack knowledge or information sufficient to form a

1 belief as to the alleged number of YouTube subscribers, or as to the Studios’
2 purported ownership of particular works or asserted rights in the character
3 referenced in Paragraph 197, and on that basis deny those allegations. Defendants
4 deny the remaining allegations and characterizations in Paragraph 197.

5 198. Defendants admit that the TikTok post linked in footnote 24 to the
6 Complaint previously appeared on the TikTok account identified in that footnote.
7 To the extent Paragraph 198 purports to characterize or screenshot that post, the post
8 speaks for itself. Defendants lack knowledge or information sufficient to form a
9 belief as to whether the poster was a Hailuo AI subscriber, whether a user generated
10 the content depicted in the post using the Hailuo AI tool or any model associated
11 with it, or as to the Studios’ purported ownership of particular works or asserted
12 rights in characters referenced in Paragraph 198, and on that basis deny those
13 allegations. Defendants deny the remaining allegations and characterizations in
14 Paragraph 198.

15 199. Defendants admit that the TikTok post linked in footnote 25 to the
16 Complaint previously appeared on the TikTok account identified in that footnote.
17 To the extent Paragraph 199 purports to characterize or screenshot that post, the post
18 speaks for itself. Defendants lack knowledge or information sufficient to form a
19 belief as to whether the poster was a Hailuo AI subscriber, or as to the Studios’
20 purported ownership of particular works or asserted rights in the character
21 referenced in Paragraph 199, and on that basis deny those allegations. Defendants
22 deny the remaining allegations and characterizations in Paragraph 199.

23 200. Defendants deny the allegations and characterizations in
24 Paragraph 200.

25 201. Paragraph 201 states legal conclusions that require no response. To the
26 extent a response is required, Defendants deny the allegations in Paragraph 201.

27 202. Defendants lack knowledge or information sufficient to form a belief as
28 to the practices of other, unidentified AI services referenced in Paragraph 202, and

1 on that basis deny those allegations. Defendants deny the remaining allegations and
2 characterizations in Paragraph 202.

3 203. Defendants deny the allegations in Paragraph 203.

4 204. Defendants admit that Nanonoble's Hailuo AI tool includes content-
5 moderation measures that may block prompts seeking to generate violent or sexually
6 explicit content and that the Hailuo AI tool may return a message stating that a
7 generation failed because content violated community guidelines. Defendants deny
8 the remaining allegations in Paragraph 204.

9 205. To the extent Paragraph 205 purports to quote from or characterize the
10 Terms of Service for the Hailuo AI tool, those terms speak for themselves.

11 Defendants deny the remaining allegations and characterizations in Paragraph 205.

12 206. Defendants deny the allegations to the extent they concern SXJT.

13 Defendants admit that Nanonoble's Hailuo AI tool includes a Prompt Optimizer
14 feature. Defendants deny the remaining allegations and characterizations in
15 Paragraph 206.

16 207. Paragraph 207 states legal conclusions and arguments that require no
17 response. To the extent a response is required, Defendants deny the allegations in
18 Paragraph 207.

19 208. Defendants admit that the Studios' counsel sent a letter dated August
20 27, 2025, attached as Exhibit G to the Complaint. To the extent Paragraph 208
21 purports to characterize the letter attached as Exhibit G to the Complaint, that letter
22 speaks for itself. Defendants deny the remaining allegations and characterizations in
23 Paragraph 208.

24 209. Defendants deny that they failed to respond to the Studios' counsel's
25 letter. Defendants state that they responded to the Studios' counsel in writing on
26 September 12, 2025, requesting a brief extension to evaluate the issues raised in the
27 letter, and the Studios filed this action without responding to Defendants.

28 Defendants deny the remaining allegations and characterizations in Paragraph 209.

1 210. Defendants deny the allegations in Paragraph 210.

2 211. Defendants lack knowledge or information sufficient to form a belief as
3 to the Studios' licensing and exploitation practices, and on that basis deny the
4 allegations regarding those practices. Defendants deny the remaining allegations
5 and characterizations in Paragraph 211.

6 212. Defendants lack knowledge or information sufficient to form a belief as
7 to the Studios' licensing arrangements with third parties, and on that basis deny the
8 allegations regarding those arrangements. Defendants deny the remaining
9 allegations and characterizations in Paragraph 212.

10 213. Defendants admit that the length of certain video outputs generated
11 using the Hailuo AI tool has increased from six to ten seconds. Defendants deny the
12 remaining allegations, characterizations, and speculation in Paragraph 213.

13 214. Defendants admit that certain outputs generated using the Hailuo AI
14 tool may bear a watermark. Defendants deny the remaining allegations and
15 characterizations in Paragraph 214.

16 215. Paragraph 215 states legal conclusions that require no response. To the
17 extent a response is required, Defendants deny the allegations in Paragraph 215.

18 **First Claim for Relief**
19 **(Direct Copyright Infringement)**

20 216. Defendants incorporate their responses to the preceding paragraphs as
21 though fully set forth here.

22 217. Paragraph 217 states legal conclusions that require no response. To the
23 extent a response is required, Defendants lack knowledge or information sufficient
24 to form a belief as to the truth of the allegations in Paragraph 217, and on that basis
25 deny them.

26 218. Paragraph 218 states legal conclusions that require no response. To the
27 extent a response is required, Defendants deny the allegations in Paragraph 218.

28

1 219. Paragraph 219 states legal conclusions that require no response. To the
2 extent a response is required, Defendants deny the allegations in Paragraph 219.

3 220. Paragraph 220 states legal conclusions that require no response. To the
4 extent a response is required, Defendants deny the allegations in Paragraph 220.

5 221. Defendants deny the allegations and characterizations in
6 Paragraph 221.

7 222. Defendants deny the allegations and characterizations in
8 Paragraph 222.

9 223. Paragraph 223 states legal conclusions that require no response. To the
10 extent a response is required, Defendants deny the allegations in Paragraph 223.

11 224. Paragraph 224 states legal conclusions that require no response. To the
12 extent a response is required, Defendants deny the allegations in Paragraph 224.

13 225. Paragraph 225 states legal conclusions that require no response. To the
14 extent a response is required, Defendants deny the allegations in Paragraph 225.

15 226. Paragraph 226 states legal conclusions that require no response. To the
16 extent a response is required, Defendants deny the allegations in Paragraph 226.

17 **Second Claim for Relief**

18 **(Secondary Copyright Infringement)**

19 227. Defendants incorporate their responses to the preceding paragraphs as
20 though fully set forth here.

21 228. Paragraph 228 states legal conclusions that require no response. To the
22 extent a response is required, Defendants deny the allegations and characterizations
23 in Paragraph 228.

24 229. Paragraph 229 states legal conclusions that require no response. To the
25 extent a response is required, Defendants lack knowledge or information sufficient
26 to form a belief as to the truth of the allegations in Paragraph 229, and on that basis
27 deny them.
28

1 230. Paragraph 230 states legal conclusions that require no response. To the
2 extent a response is required, Defendants deny the allegations in Paragraph 230.

3 231. Paragraph 231 states legal conclusions that require no response. To the
4 extent a response is required, Defendants deny the allegations in Paragraph 231.

5 232. Paragraph 232 states legal conclusions that require no response. To the
6 extent a response is required, Defendants deny the allegations in Paragraph 232.

7 233. Paragraph 233 states legal conclusions that require no response. To the
8 extent a response is required, Defendants deny the allegations in Paragraph 233.

9 234. Paragraph 234 states legal conclusions that require no response. To the
10 extent a response is required, Defendants deny the allegations in Paragraph 234.

11 235. Paragraph 235 states legal conclusions that require no response. To the
12 extent a response is required, Defendants deny the allegations in Paragraph 235.

13 236. Defendants deny the allegations to the extent they concern SXJT.
14 Defendants admit that Nanonoble's Hailuo AI tool includes content-moderation
15 measures that may block violent or sexually explicit user prompts. To the extent
16 Paragraph 236 purports to characterize practices of unspecified third-party services,
17 Defendants lack knowledge or information sufficient to form a belief as to the truth
18 of those allegations, and on that basis deny them. Defendants deny the remaining
19 allegations and characterizations in Paragraph 236.

20 237. Defendants deny the allegations in Paragraph 237.

21 238. Defendants deny the allegations to the extent they concern SXJT.
22 Defendants admit that Nanonoble has offered free and paid subscription tiers for the
23 Hailuo AI tool and that paid tiers may include additional functionality. Defendants
24 deny the remaining allegations and characterizations in Paragraph 238.

25 239. Paragraph 239 states legal conclusions that require no response. To the
26 extent a response is required, Defendants deny the allegations and characterizations
27 in Paragraph 239.

28

1 240. Defendants admit that the Studios' counsel sent a letter dated August
2 27, 2025, which is attached as Exhibit G to the Complaint. To the extent
3 Paragraph 240 purports to characterize that letter, the letter speaks for itself.

4 Defendants deny the remaining allegations and characterizations in Paragraph 240.

5 241. Paragraph 241 states legal conclusions that require no response. To the
6 extent a response is required, Defendants deny the allegations in Paragraph 241.

7 242. Paragraph 242 states legal conclusions that require no response. To the
8 extent a response is required, Defendants deny the allegations in Paragraph 242.

9 243. Paragraph 243 states legal conclusions that require no response. To the
10 extent a response is required, Defendants deny the allegations in Paragraph 243.

11 244. Paragraph 244 states legal conclusions that require no response. To the
12 extent a response is required, Defendants deny the allegations in Paragraph 244.

13 245. Defendants deny the allegations in Paragraph 245.

14 246. Defendants deny the allegations in Paragraph 246.

15 247. Paragraph 247 states legal conclusions that require no response. To the
16 extent a response is required, Defendants deny the allegations in Paragraph 247.

17 248. Paragraph 248 states legal conclusions that require no response. To the
18 extent a response is required, Defendants deny the allegations in Paragraph 248.

19 249. Paragraph 249 states legal conclusions that require no response. To the
20 extent a response is required, Defendants deny the allegations in Paragraph 249.

21 250. Paragraph 250 states legal conclusions that require no response. To the
22 extent a response is required, Defendants deny the allegations in Paragraph 250.

23 **Response to Prayer for Relief**

24 Defendants deny that the Studios are entitled to any relief requested in the
25 Prayer for Relief, including the relief requested in Paragraphs 1 through 6, or to any
26 relief whatsoever. Defendants request that the Court award them their attorneys'
27 fees and costs of suit, to the extent allowed by law.
28

1 **AFFIRMATIVE DEFENSES**

2 Without assuming any burden of proof that properly rests with the Studios,
3 and without conceding that any matter below is an affirmative defense on which
4 Defendants bear the burden of proof, Defendants assert the following defenses:

5 **First Affirmative Defense**

6 **(Lack of Personal Jurisdiction)**

7 The Studios' claims against SXJT fail, in whole or in part, for lack of
8 personal jurisdiction. SXJT lacks the minimum contacts with the United States
9 required under Rule 4(k)(2).

10 **Second Affirmative Defense**

11 **(Fair Use)**

12 The Studios' claims fail, in whole or in part, to the extent that any alleged
13 copying or other alleged infringement of rights under 17 U.S.C. § 106 by
14 Defendants, or by users of the Hailuo AI tool for which the Studios seek to hold
15 Defendants liable, constitutes fair use under 17 U.S.C. § 107 and applicable
16 caselaw.

17 **Third Affirmative Defense**

18 **(Invalid or Insufficient Registration)**

19 The Studios' claims fail, in whole or in part, to the extent that the copyright
20 registrations purporting to cover some or all of the works at issue are invalid or
21 insufficient, do not encompass the works, characters, or expression the Studios
22 assert, and because the Studios have not satisfied the registration prerequisites of 17
23 U.S.C. §§ 411-412.

24 **Fourth Affirmative Defense**

25 **(Extraterritoriality)**

26 The Studios' claims fail, in whole or in part, to the extent they rest on conduct
27 that occurred outside the United States and beyond the territorial reach of the U.S.
28

1 Copyright Act, including the acquisition and processing of data and the development
2 and training of the models associated with the Hailuo AI tool.

3 **Fifth Affirmative Defense**

4 **(License)**

5 The Studios' claims fail, in whole or in part, to the extent that any challenged
6 use occurred with express or implied license, consent, permission, or other
7 authorization from the Studios, their agents, their licensees, or any other person or
8 entity with authority to grant permission.

9 **Sixth Affirmative Defense**

10 **(Waiver, Estoppel, and Acquiescence)**

11 The Studios' claims fail, in whole or in part, under one or more equitable
12 doctrines, including laches, waiver, acquiescence, estoppel, abandonment, and
13 forfeiture, including because the outputs the Studios allege to be infringing were
14 created, elicited, or made available by the Studios or their agents.

15 **Seventh Affirmative Defense**

16 **(Unclean Hands)**

17 The Studios' claims fail, in whole or in part, under the doctrine of unclean
18 hands, including because the Studios and their agents themselves generated the
19 output examples depicted in the Complaint, engineered and publicized those
20 examples to manufacture the appearance of infringement, and now invoke them to
21 restrict activity that does not implicate any exclusive right under 17 U.S.C. § 106.
22 The Studios' claims also fail, in whole or in part, because, on information and belief,
23 the Studios or their affiliates have themselves developed, trained, used, licensed,
24 promoted, or benefited from generative-AI tools and technologies, including tools
25 and technologies trained on or using publicly available works, some of which are
26 protected by copyrights owned by third parties. It would be inequitable for the
27 Studios to benefit from the development and use of generative-AI tools and
28

1 technologies while seeking to prevent Defendants and others from developing or
2 using such tools.

3 **Eighth Affirmative Defense**

4 **(De Minimis Use)**

5 The Studios' claims fail, in whole or in part, to the extent any copying of the
6 Studios' protectable expression, whether in developing, training, or operating the
7 Hailuo AI tool, was de minimis and not actionable.

8 **Ninth Affirmative Defense**

9 **(Contractual Limitations)**

10 The Studios' claims against Nanonoble fail, in whole or in part, under the
11 Terms of Use's limitation on the time to file claims, which requires that any cause of
12 action or claim arising out of or relating to the Terms of Use or the website for the
13 Hailuo AI tool be commenced within one year after it accrues.

14 **Tenth Affirmative Defense**

15 **(Setoff, Recoupment, and Contractual Obligations)**

16 The Studios' claims against Nanonoble fail, in whole or in part, and any
17 recovery against Nanonoble is barred, offset, or reduced by setoff, recoupment, and
18 the indemnification and related obligations that the Studios assumed through their
19 agents under the Terms of Use, to the extent the Studios' claims or requested relief
20 arise from their agents' use of the Hailuo AI tool.

21 **Eleventh Affirmative Defense**

22 **(Innocent Infringement)**

23 The Studios' claims for statutory damages fail, in whole or in part, to the
24 extent that 17 U.S.C. § 504(c)(2) limits any award of statutory damages because
25 Defendants did not know and had no reason to believe that their acts constituted
26 infringement. Defendants had and continue to have a reasonable, good-faith belief
27 that their conduct constitutes fair use and does not infringe any asserted right, and
28 any award of statutory damages should accordingly be reduced.

1 **Twelfth Affirmative Defense**

2 **(Digital Millennium Copyright Act)**

3 The Studios' claims are barred, limited, or otherwise fail, in whole or in part,
4 to the extent that Defendants qualify for the limitations on liability codified in 17
5 U.S.C. § 512, including because the Studios failed to provide adequate notice of
6 specific alleged infringements and otherwise failed to satisfy the requirements of the
7 Digital Millennium Copyright Act.

8 **Thirteenth Affirmative Defense**

9 **(Limitations on Statutory Damages)**

10 The Studios' claims for enhanced statutory damages, multiple statutory-
11 damages awards, or other statutory damages fail, in whole or in part, to the extent
12 that 17 U.S.C. § 504(c), the absence of willful infringement, due process, the
13 prohibition on unconstitutional penalties, or other applicable law precludes or limits
14 such relief.

15 **Reservation of Additional Defenses**

16 Defendants' investigation of the Studios' claims and Defendants' defenses is
17 ongoing. Defendants reserve the right to seek leave to amend or supplement this
18 Answer and their defenses as permitted by applicable law.

19 **DEFENDANTS' PRAYER FOR RELIEF**

20 WHEREFORE, Defendants respectfully request that the Court enter judgment
21 in their favor and against the Studios as follows:

- 22 1. Dismissing the Complaint with prejudice;
 - 23 2. Denying the Studios all requested relief;
 - 24 3. Awarding Defendants their costs and, to the extent authorized by law,
25 reasonable attorneys' fees, including under 17 U.S.C. § 505; and
 - 26 4. Granting such other and further relief as the Court deems just and
27 proper.
- 28

4. The Terms impose obligations on all users, including that their prompts and resulting outputs must not infringe intellectual property rights, violate the legal rights of others, contain material that could give rise to civil liability, or violate applicable law. The Terms also prohibit conduct that “may harm the Company . . . or expose [it] to liability,” and require each user to “defend, indemnify, and hold harmless” Nanonoble against any claim “arising out of or relating to” the user’s use of the tool, including prompts, outputs, and information obtained through the tool.

5. The Studios directed their agents to generate the Accused Outputs. The Studios' agents complied. In so doing, the Studios' agents acted within the scope of their authority and on the Studios' behalf. The Studios are thus bound by the Terms and responsible for their agents' conduct in connection with the Hailuo AI tool.

6. The Terms require users to defend and indemnify Nanonoble for claims arising out of or relating to that use. That indemnity obligation applies to and includes this lawsuit. The Studios have turned the outputs their agents created—in violation of the Terms—into this lawsuit. Under the Terms, the Studios cannot leave Nanonoble to bear the potential liability and the cost of defending it.

The Parties

7. Counterclaimant Nanonoble is a private limited company organized under the laws of Singapore. Nanonoble owns and operates the Hailuo AI tool and is the “Company” that contracts with users under the Terms.

8. On information and belief, Counterclaim-defendant Disney Enterprises, Inc. is a corporation organized under the laws of the State of Delaware with its principal place of business in Burbank, California.

9. On information and belief, Counterclaim-defendant Universal City Studios Productions LLLP is a limited liability limited partnership organized under the laws of the State of Delaware with its principal place of business in Universal City, California.

1 10. On information and belief, Counterclaim-defendant Warner Bros.
2 Entertainment Inc. is a corporation organized under the laws of the State of
3 Delaware with its principal place of business in Burbank, California.

4 11. On information and belief, Counterclaim-defendant Marvel Characters,
5 Inc. is a corporation organized under the laws of the State of Delaware with its
6 principal place of business in Burbank, California.

7 12. On information and belief, Counterclaim-defendant MVL Film Finance
8 LLC is a limited liability company organized under the laws of the State of
9 Delaware with its principal place of business in Burbank, California.

10 13. On information and belief, Counterclaim-defendant Lucasfilm Ltd.
11 LLC is a limited liability company organized under the laws of the State of
12 California with its principal place of business in San Francisco, California.

13 14. On information and belief, Counterclaim-defendant Twentieth Century
14 Fox Film Corporation is a corporation organized under the laws of the State of
15 Delaware with its principal place of business in Burbank, California.

16 15. On information and belief, Counterclaim-defendant DC Comics is a
17 New York general partnership with its principal place of business in Burbank,
18 California.

19 16. On information and belief, Counterclaim-defendant The Cartoon
20 Network, Inc. is a corporation organized under the laws of the State of Delaware
21 with its principal place of business in Atlanta, Georgia.

22 17. On information and belief, Counterclaim-defendant Turner
23 Entertainment Co. is a corporation organized under the laws of the State of
24 Delaware with its principal place of business in Burbank, California.

25 18. On information and belief, Counterclaim-defendant Hanna-Barbera
26 Productions, Inc. is a corporation organized under the laws of the State of Delaware
27 with its principal place of business in Burbank, California.
28

19. On information and belief, Counterclaim-defendant DreamWorks Animation L.L.C. is a limited liability company organized under the laws of the State of Delaware with its principal place of business in Glendale, California.

20. The Studios are represented in this action by Jenner & Block LLP, their counsel of record. In this action, the Studios have acted through Jenner & Block LLP—including attorneys who have appeared as attorneys of record and other attorneys at the firm—and through investigators and other agents engaged by or on behalf of the Studios (collectively, the “**Studios’ Agents**”). The Studios’ Agents acted at the Studios’ direction and on the Studios’ behalf, within the scope of their authority and engagement, and those acts bind the Studios as their principals. On information and belief, each Studio authorized or ratified the use of the Hailuo AI tool to generate outputs corresponding to the works, characters, or claims that Studio asserts in this action.

Jurisdiction and Venue

21. This Court has supplemental subject-matter jurisdiction over these counterclaims under 28 U.S.C. § 1367(a) because they form part of the same case or controversy as the Studios' claims, over which the Court has original jurisdiction.

22. These counterclaims are compulsory under Rule 13(a) of the Federal Rules of Civil Procedure. The counterclaims arise from the same transaction or occurrence as the Studios' claims because the Studios base their claims, in part, on outputs that their own agents generated using the Hailuo AI tool.

23. The Studios submitted to this Court’s jurisdiction by filing this action. They chose this forum and asserted the claims to which these counterclaims respond. This Court therefore may exercise personal jurisdiction over the Studios, and venue lies in this Court.

24. The Terms provide another basis for personal jurisdiction and venue to the extent the Studios are bound by the Terms through their agents. The Terms require any action arising out of or relating to the Terms or the Hailuo AI tool to

1 proceed “exclusively in the federal courts of the United States or the courts of . . .
2 Singapore.” Ex. A, Governing Law and Jurisdiction. The Terms also provide that
3 the user “waive[s] any and all objections to the exercise of jurisdiction over [it] by
4 such courts and to venue in such courts.” *Id.* This Court is a federal court in the
5 United States. Because the Studios are bound by the Terms through their agents, the
6 Studios consented to this Court’s jurisdiction and to venue here.

7 25. Under Federal Rule of Civil Procedure 44.1, Nanonoble gives notice
8 that it intends to rely on Singapore law. Singapore law governs the Terms and
9 disputes arising out of or relating to them.

10 **Factual Allegations Common to Both Counterclaims**

11 **A. The Hailuo AI Tool Is a General-Purpose Tool With Substantial**
12 **Non-infringing Uses**

13 26. As to any use within the United States, Nanonoble operates the Hailuo
14 AI tool, an artificial-intelligence service that generates images and short videos. A
15 user gives the tool a text or image prompt, and the tool generates an output in
16 response. The user chooses the prompt, the subject matter, and the content
17 requested.

18 27. The Hailuo AI tool is a general-purpose creative tool with substantial
19 non-infringing uses, much like video-editing software or a photocopier. Users can
20 generate a wide range of content with it.

21 **B. The Terms of Use for the Hailuo AI Tool**

22 28. Nanonoble’s Terms of Use, captioned “Terms of Service,” govern
23 access to and use of the Hailuo AI tool, including through the website
24 hailuoai.video. Nanonoble attaches a copy of the Terms as Exhibit A.

25 29. A user accepts and agrees to be bound by the Terms by using the
26 Hailuo AI tool; a user who does not agree must not access or use the Hailuo AI tool.
27 Ex. A, Acceptance of the Terms of Use. Each user represents that it has legal
28

1 capacity to enter into a binding contract with Nanonoble. *Id.* Each user’s account is
2 personal to that user. Ex. A, Accessing the Services and Account Security.

3 30. When a person registers for or signs into the Hailuo AI tool, the sign-in
4 screen offers two options: “Continue with Google” or “Continue with Apple.”
5 Directly below those controls, the screen states: “By signing in, you are agreeing to
6 the Term of Service and Privacy Policy,” with “Term of Service” appearing as an
7 underlined hyperlink to the Terms attached as Exhibit A. A user who signs in
8 through that screen does so on notice that signing in means agreeing to be bound by
9 the Terms. A print-out of the sign-in screen, as it appeared to the Internet Archive’s
10 Wayback Machine on March 2, 2025, is attached as Exhibit B.

11 31. The Terms permit use for personal, non-commercial purposes only and
12 bar users from accessing or using for commercial purposes any part of the Hailuo AI
13 tool or materials available through it. Ex. A, Intellectual Property Rights of the
14 Services. The Terms separately prohibit prompts and outputs that infringe
15 intellectual-property rights, violate the legal rights of others, violate applicable law,
16 or contain material that could give rise to civil liability. Ex. A, Prohibited Uses;
17 Content Standards.

18 32. The Terms allow use only for lawful purposes and in accordance with
19 the Terms. A user agrees not to use the Hailuo AI tool in any way that violates
20 applicable law and not to engage in conduct that, “as determined by [Nanonoble],
21 may harm the Company or users of the Services, or expose [it] to liability.” Ex. A,
22 Prohibited Uses.

23 33. The Content Standards require user-submitted materials and generated
24 outputs to comply with applicable laws and prohibit materials or outputs that
25 infringe intellectual-property rights, violate the legal rights of others, or contain
26 material that could give rise to civil liability. Ex. A, Content Standards.

27 34. The Terms define prompts and other materials submitted through the
28 tool as “User Contributions” and outputs generated according to those instructions

1 as “User Generated Content.” Ex. A, User Contributions and User Generated
2 Content. The Terms require those prompts, materials, and outputs to comply with
3 the Content Standards. *Id.* Each user represents and warrants that those materials
4 and outputs comply with the Terms and acknowledges that the user, not Nanonoble,
5 bears “full responsibility for such content, including its legality.” *Id.* Such
6 materials and outputs must not infringe intellectual-property rights, violate the legal
7 rights of others, or contain material that could give rise to civil liability. Ex. A,
8 Content Standards.

9 35. Each user agrees to defend, indemnify, and hold harmless Nanonoble
10 against claims, losses, costs, expenses, and fees, including reasonable attorneys’
11 fees, arising out of or relating to the user’s violation of the Terms or use of the tool,
12 including prompts, outputs, and information obtained through the tool. Ex. A,
13 Indemnification.

14 36. Nanonoble reserves to itself the right to change the Terms from time to
15 time as it chooses to do so. Ex. A, Changes to the Terms of Use.

16 37. All matters relating to the Hailuo AI tool and the Terms, and any
17 dispute arising from or related to them—including non-contractual disputes—are
18 governed by the internal laws of Singapore. Ex. A, Governing Law and
19 Jurisdiction.

20 38. The Terms are a valid and enforceable contract supported by
21 consideration: Nanonoble provided access to the Hailuo AI tool in exchange for the
22 user’s agreement to the Terms.

23 **C. The Studios’ Agents Accepted the Terms and Used the Hailuo AI**
24 **Tool**

25 39. The Studios’ Agents generated the Accused Outputs through their own
26 use of the Hailuo AI tool. To generate the Accused Outputs, the Studios’ Agents
27 registered for or signed into the Hailuo AI tool. The sign-in screen informed users
28

1 that signing in meant agreeing to the Terms, and each user accepted the Terms by
2 signing in and using the tool.

3 40. Through their use of the Hailuo AI tool, the Studios' Agents created
4 many of the Accused Outputs, including dozens of the video outputs shown in the
5 Complaint.

6 41. The Studios' Agents acted in a coordinated and systematic way, using
7 the Hailuo AI tool to generate outputs associated with different Studios, characters,
8 and works over several months.

9 42. Some of the Studios' Agents bought paid, recurring subscriptions to the
10 Hailuo AI tool, which gave them access to paid features. Others did not buy paid
11 subscriptions and nevertheless generated some of the Accused Outputs shown in the
12 Complaint.

13 43. The Studios' Agents used the Hailuo AI tool on the Studios' behalf and
14 for the Studios' benefit. The agents who did not purchase paid subscriptions
15 generated Accused Outputs for the Studios' benefit and not for any personal, non-
16 commercial purpose permitted by the Terms.

17 44. The Accused Outputs generated by the Studios' Agents using the
18 Hailuo AI tool did not remain private or personal. The Studios now use those
19 outputs as the basis for claims against Nanonoble in this action.

20 45. That same activity exposed Nanonoble to the claims that the Studios
21 now assert and, as Nanonoble has determined, harmed Nanonoble or exposed it to
22 liability under the Terms.

23 **D. The Studios Are Bound by Their Agents' Conduct**

24 46. The Studios acted through Jenner & Block LLP, their counsel of
25 record, and through investigators or other agents engaged by or on behalf of the
26 Studios. When those attorneys, investigators, and other agents registered for or
27 signed in to the Hailuo AI tool, accepted the Terms, submitted prompts, and used
28 the tool to create the Accused Outputs, they acted at the Studios' direction, on the

1 Studios' behalf, for the Studios' benefit, and within the scope of their authority and
2 engagement.

3 47. Because the Studios' Agents acted within the scope of that authority
4 and engagement, the Studios are bound by the Terms under principles of agency,
5 including principles applicable to undisclosed principals.

6 48. In the alternative, the Studios ratified, adopted, and relied on their
7 agents' acceptance of the Terms and use of the Hailuo AI tool. They adopted and
8 relied on the Accused Outputs in this action and accepted the benefit of their agents'
9 use. After Nanonoble's counsel informed the Studios' counsel that Nanonoble
10 understood that the Studios' attorneys, investigators, or other agents had created the
11 outputs, the Studios did not disclaim that conduct. Each Studio ratified, adopted,
12 and relied on the Accused Outputs corresponding to the works, characters, or claims
13 that it asserts.

14 **First Counterclaim for Relief**
15 **For Contractual Indemnification**
16 **(Against All Counterclaim Defendants)**

17 49. Nanonoble realleges and incorporates paragraphs 1 through 48 as if set
18 forth in full.

19 50. The Terms are valid and enforceable contracts governed by Singapore
20 law. The Studios' Agents accepted the Terms by signing into and using the Hailuo
21 AI tool, and the Studios are bound through agency, including principles applicable
22 to undisclosed principals, and through their adoption and reliance on the Accused
23 Outputs.

24 51. Each user agreed to defend, indemnify, and hold harmless Nanonoble
25 from claims, liabilities, damages, judgments, awards, losses, costs, expenses, and
26 fees, including reasonable attorneys' fees, arising out of or relating to the user's
27 violation of the Terms or use of the Hailuo AI tool, including prompts, outputs, and
28 information obtained through the tool. Ex. A, Indemnification.

1 52. That obligation reaches claims, liabilities, losses, costs, expenses, and
2 fees arising out of or relating to a user's use of the Hailuo AI tool, prompts
3 submitted through the tool, resulting outputs, and information obtained through the
4 tool. It does not depend on any finding that the use or content was wrongful or
5 infringing.

6 53. The Studios' claims arise out of and relate to the Studios' Agents' use
7 of the Hailuo AI tool, the prompts they submitted, the resulting outputs, and
8 information obtained through the tool. Nanonoble therefore seeks its defense costs,
9 reasonable attorneys' fees, and indemnity under the Terms.

10 54. The Studios have not paid or reimbursed Nanonoble's defense costs or
11 reasonable attorneys' fees and have not indemnified Nanonoble against the claims in
12 this action. Nanonoble has incurred, and continues to incur, defense costs and
13 reasonable attorneys' fees as a result.

14 55. Nanonoble is entitled to recover the defense costs and reasonable
15 attorneys' fees it has incurred and will incur in defending against claims arising out
16 of or relating to the Studios' Agents' use of the tool, the prompts they submitted, the
17 resulting outputs, and information obtained through the tool. Nanonoble also seeks
18 indemnity against any judgment, award, or liability based on the Accused Outputs to
19 the extent such relief is available under the Terms and applicable law.

20 **Second Counterclaim for Relief**

21 **For Breach of Contract**

22 **(Against All Counterclaim Defendants)**

23 56. Nanonoble realleges and incorporates paragraphs 1 through 48 as if set
24 forth in full.

25 57. The Terms are valid and enforceable contracts governed by Singapore
26 law. The Studios' Agents accepted the Terms by signing into and using the Hailuo
27 AI tool. The Studios are bound by their agents' acceptance of the Terms under
28

1 agency principles, including principles applicable to undisclosed principals, and
2 through their adoption and reliance on the Accused Outputs.

3 58. The Terms restrict use to personal, non-commercial purposes and bar
4 users from accessing or using for commercial purposes any part of the Hailuo AI
5 tool or materials available through it. The Studios' Agents breached those
6 restrictions by using unpaid accounts to generate Accused Outputs for the Studios'
7 benefit. Ex. A, Intellectual Property Rights of the Services.

8 59. The Studios' Agents also breached the Terms' restrictions on harmful,
9 rights-violating, and liability-creating content and conduct. Specifically, the Terms:
10 (a) bar users from engaging in conduct that, "as determined by [Nanonoble], may
11 harm the Company . . . or expose [it] to liability"; (b) prohibit prompts and outputs
12 that infringe intellectual-property rights, violate the legal rights of others, violate
13 applicable law, or contain material that could give rise to civil liability; and (c)
14 require users to warrant that their prompts and outputs comply with the Terms and
15 that the user owns or controls the rights necessary to grant Nanonoble the license
16 provided in the Terms. Ex. A, Prohibited Uses; User Contributions and User
17 Generated Content; Content Standards.

18 60. The Studios' Agents breached the restrictions described above by
19 creating the outputs that the Studios now assert as the basis for liability against
20 Nanonoble.

21 61. The Studios' Agents' conduct independently breached the Terms
22 because Nanonoble determined that the conduct harmed Nanonoble or exposed it to
23 liability. If any Accused Output is found to infringe or otherwise violate asserted
24 rights, the same conduct also breached the Terms' restrictions on rights-violating
25 content and the users' warranties concerning their prompts and outputs. Nanonoble
26 denies that any Accused Output infringes or otherwise violates asserted rights.

27 62. The Studios' Agents' breaches caused Nanonoble to suffer loss,
28 including costs and losses incurred in investigating, addressing, and responding to

1 the contractual violations and the claims arising from the Accused Outputs. To the
2 extent recoverable as contract damages or under the Terms, Nanonoble also seeks its
3 defense costs and reasonable attorneys' fees. In any event, Nanonoble is entitled to
4 nominal damages for the breach.

5 **Third Counterclaim for Relief**

6 **For Declaratory Relief**

7 (Against All Counterclaim Defendants)

8 63. Nanonoble realleges and incorporates paragraphs 1 through 48 as if set
9 forth in full.

10 64. The Terms are valid and enforceable contracts governed by Singapore
11 law. The Studios' Agents accepted the Terms by signing into and using the Hailuo
12 AI tool. The Studios are bound by their agents' acceptance of the Terms under
13 agency principles, including principles applicable to undisclosed principals, and
14 through their adoption and reliance on the Accused Outputs.

15 65. The Terms prohibit users of the Hailuo AI tool from engaging in
16 harmful, rights-violating, or liability-creating conduct. Ex. A, Prohibited Uses; User
17 Contributions and User Generated Content; Content Standards. Nanonoble denies
18 that any Accused Output infringes or otherwise violates asserted rights. If the
19 Accused Outputs are infringing, the Studios' Agents violated the Terms by using the
20 Hailuo AI tool to create them.

21 66. A substantial, immediate, and real controversy exists between
22 Nanonoble and the Studios regarding whether the Studios' Agents' use of the Hailuo
23 AI tool to generate outputs which infringe the Studios' copyrights violates the
24 Terms.

25 67. Nanonoble is entitled to a declaration pursuant to the Declaratory
26 Judgment Act, 28 U.S.C. § 2201, that the Studios' Agents' use of the Hailuo AI tool
27 to generate outputs that infringe the Studios' copyrights, if they do, violates the
28 Terms. Such use includes the generation of the Accused Outputs which, the Studios

1 allege, infringe the Studios' copyrights and includes any past or future generation of
2 any other allegedly infringing images or videos using the Hailuo AI tool.

3 **Prayer for Relief on Counterclaims**

4 WHEREFORE, Nanonoble prays for judgment against the Studios as follows:

- 5 A. For an award of Nanonoble's defense costs and reasonable attorneys'
6 fees incurred in defending against claims arising out of or relating to
7 the Studios' Agents' use of the Hailuo AI tool, prompts submitted
8 through the tool, resulting outputs, and information obtained through
9 the tool, in an amount to be proven and including such fees and costs as
10 continue to accrue;
- 11 B. For damages according to proof, including costs and losses Nanonoble
12 incurred in investigating, addressing, and responding to the Studios'
13 Agents' contractual violations, and, in any event, nominal damages for
14 breach;
- 15 C. For prejudgment and post-judgment interest as allowed by law;
- 16 D. For Nanonoble's costs of suit incurred herein;
- 17 E. For a declaration that the Studios' Agents' use of the Hailuo AI tool to
18 generate videos that allegedly infringe the Studios' copyrights, whether
19 in the past, present, or future, violates Nanonoble's Terms of Use; and
- 20 F. For such other and further relief as the Court deems just and proper.

21 **DEMAND FOR JURY TRIAL**

22 Defendant and Counterclaimant Nanonoble Pte. Ltd. and Defendant Shanghai
23 Xiyu Jizhi Technology Co. Ltd. demand a trial by jury on all issues so triable.

1 Dated: June 5, 2026

QUINN EMANUEL URQUHART
& SULLIVAN, LLP

Robert M. Schwartz

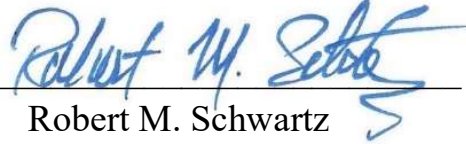
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