UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: OPENAI, INC. COPYRIGHT INFRINGEMENT LITIGATION	No. 1:25-md-03143-SHS-OTW Hon. Sidney H. Stein Hon. Ona T. Wang
THIS DOCUMENT RELATES TO: Case No. 1:25-cv-04315-SHS-OTW	

OPENAI'S ANSWER TO ZIFF DAVIS PLAINTIFFS' SECOND AMENDED COMPLAINT

Pursuant to Federal Rule of Civil Procedure 15, Defendants OpenAI, Inc.,[1] OpenAI GP, L.L.C., OpenAI, L.L.C.,[2] OpenAI OpCo LLC, OpenAI Global, LLC, OAI Corporation, and OpenAI Holdings, LLC (collectively, "OpenAI"), by and through the undersigned counsel, submit the following answer to Plaintiffs Ziff Davis, Inc., Ziff Davis, LLC, IGN Entertainment, Inc., Everyday Health Media, LLC, Mashable, Inc., and CNET Media, Inc.'s (collectively, "Plaintiffs") Second Amended Complaint.

OpenAI states that the headings and sub-headings throughout the Second Amended Complaint do not constitute well-pleaded allegations of fact and, therefore, require no response. To the extent a response is deemed required, OpenAI denies the allegations contained in the Second Amended Complaint's headings and sub-headings.

OpenAI denies all allegations in the Second Amended Complaint that are not explicitly admitted and otherwise answers as follows:

RESPONSE TO INTRODUCTION

1. This paragraph states a legal conclusion to which no response is required. To the extent a response is deemed required, denied.

2. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

3. OpenAI admits that it develops large language models, including GPT-series models, using artificial intelligence techniques. OpenAI denies any remaining allegations of this

[1] OpenAI, Inc. changed its name in October 2025 to OpenAI Foundation. For the sake of consistency, OpenAI has hereafter maintained references to the entity names as used in the Second Amended Complaint.

[2] OpenAI, L.L.C. converted from a limited liability company to a corporation named OAI International, Inc. on December 31, 2025.

paragraph.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied.

9. OpenAI admits that Ziff Davis sent correspondence to OpenAI dated February 4, 2024 and May 20, 2024, which speaks for itself. OpenAI denies any remaining allegations of this paragraph.

10. OpenAI admits that Ziff Davis sent correspondence to OpenAI dated August 23, 2024, which speaks for itself. OpenAI denies any remaining allegations of this paragraph.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

RESPONSE TO JURISDICTION AND VENUE

17. The allegations of this paragraph state a legal conclusion to which no response is required. To the extent a response is deemed required, OpenAI admits that the federal district courts have subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). OpenAI denies any remaining allegations of this paragraph.

18. The allegations of this paragraph state a legal conclusion to which no response is

required. To the extent a response is deemed required, for purposes of this matter only, OpenAI admits that the United States District Court for the District of Delaware has personal jurisdiction and that venue is proper in that District.

RESPONSE TO PARTIES

19. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

20. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

21. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

22. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

23. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

24. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

25. OpenAI admits that OpenAI, Inc. changed its name in October 2025 to OpenAI

Foundation. OpenAI admits that OpenAI Foundation is a Delaware nonstock nonprofit corporation with a principal place of business in San Francisco, California. OpenAI denies any remaining allegations of this paragraph.

26. OpenAI admits that OpenAI GP, L.L.C. is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI admits that OpenAI GP, L.L.C. is a wholly owned subsidiary of OpenAI Group PBC. OpenAI admits that OpenAI GP, L.L.C. previously managed OpenAI LP (n/k/a OpenAI OpCo, LLC). OpenAI admits that as of January 1, 2026, OpenAI GP, L.L.C. no longer manages OpenAI LP. OpenAI denies any remaining allegations of this paragraph.

27. OpenAI admits that OpenAI, L.L.C. was formed in September 2020 and converted from a Delaware limited liability company to a Delaware corporation named OAI International, Inc. with a principal place of business in San Francisco, California. OpenAI admits that OAI International, Inc. is a wholly owned subsidiary of OpenAI OpCo, LLC. OpenAI admits that OAI International. Inc. is an indirect subsidiary of OpenAI Global, LLC. OpenAI admits that Microsoft Corporation is an external minority investor in OpenAI Global, LLC. OpenAI denies any remaining allegations of this paragraph.

28. OpenAI admits that OpenAI OpCo, LLC is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI admits that OpenAI OpCo, LLC was formerly known as OpenAI LP. OpenAI admits that OpenAI OpCo, LLC is a subsidiary of OpenAI Global, LLC. OpenAI admits that OpenAI OpCo, LLC is the sole member of OpenAI, L.L.C. OpenAI denies any remaining allegations of this paragraph.

29. OpenAI admits that OpenAI Global, LLC is a Delaware limited liability company formed in December 2022 with a principal place of business in San Francisco, California. OpenAI

admits that OpenAI Global, LLC is a subsidiary of OAI Corporation (formerly OpenAI, L.L.C.). OpenAI denies any remaining allegations of this paragraph.

30. OpenAI admits that OAI Corporation is a Delaware corporation with its principal place of business in San Francisco, California. OpenAI denies any remaining allegations of this paragraph.

31. OpenAI admits that OpenAI Holdings, LLC is a Delaware limited liability company that merged into OpenAI Group PBC on December 31, 2025 and no longer exists as a standalone entity. OpenAI admits that OpenAI Group PBC's principal place of business is in San Francisco. OpenAI admits that, as of January 1, 2026, OpenAI Foundation (formerly OpenAI, Inc.) holds a minority equity stake in OpenAI Group PBC. OpenAI denies any remaining allegations of this paragraph.

RESPONSE TO FACTUAL ALLEGATIONS

Response to Ziff Davis's Media Business

32. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

33. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

34. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

Response to Ziff Davis's Media Verticals

35. OpenAI lacks knowledge or information sufficient to admit or deny the allegations

of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

36. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

37. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

38. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

39. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

40. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

41. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

42. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

43. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

44. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

45. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining.

46. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

47. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

48. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

49. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

50. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

51. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

52. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

Response to Copyright Interests

53. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

54. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

Response to OpenAI's Business

1. **Response to *OpenAI's History***

55. OpenAI admits that OpenAI Foundation (formerly OpenAI, Inc.) was formed in 2015 as a non-profit artificial intelligence research company. OpenAI admits that Sam Altman, Greg Brockman, Elon Musk, Reid Hoffman contributed to the $1 billion to support OpenAI. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

56. To the extent the allegations of this paragraph purport to quote from or reference a

publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

57. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

58. OpenAI admits that it announced the creation of OpenAI LP in March 2019. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

59. Denied.

60. OpenAI admits that GPT and GPT-2 are available for public review. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

61. OpenAI admits that it released certain information related to training data for GPT-2 at https://github.com/openai/gpt-2/ and https://github.com/openai/gpt-2-output-dataset,

which speak for themselves. OpenAI denies any remaining allegations of this paragraph.

62. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

63. Denied.

64. OpenAI admits that GPT-4 was publicly released on March 14, 2023. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

65. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

66. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

67. OpenAI admits that Elon Musk has sued certain OpenAI entities. OpenAI states

further that on May 18, 2026, an advisory federal jury returned a verdict in that lawsuit in favor of OpenAI. The court adopted the jury's finding and dismissed Elon Musk's remaining claims. OpenAI denies any remaining allegations of this paragraph.

68. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

69. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about third parties, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

70. OpenAI admits that it has been publicly reported that OpenAI has entered into partnerships with the Associated Press, Axel Springer SE, Dotdash Meredith Inc., News Corp, The Atlantic Monthly Group LLC, Vox Media, LLC, Advance Magazine Publishers Inc. (d/b/a Condé Nast), Hearst Enterprise Service, Inc., Future US LLC, and Axios. OpenAI denies any remaining allegations of this paragraph.

71. OpenAI admits that, since 2018, it has released LLMs, including GPT-1, GPT-2, GPT-3, GPT-3.5, GPT-4, GPT-4o, and GPT-4o-mini. The remaining allegations of this paragraph relate solely to claims that have been stayed, and therefore do not require a response. OpenAI denies any remaining allegations of this paragraph.

2. **Response to *OpenAI's LLM Development***

72. OpenAI admits that "large language model" can be abbreviated as "LLM." OpenAI admits that some LLMs output text, images, music, or video. OpenAI denies any remaining allegations of this paragraph.

73. OpenAI admits that some of its products rely on technology that can be described as LLMs. OpenAI admits that its GPT models are LLMs. OpenAI admits that pre-training is a process that uses sophisticated statistical techniques to gradually adjust the model's parameters or "weights" by analyzing a massive corpus of diverse textual examples. OpenAI denies any remaining allegations of this paragraph.

74. OpenAI admits that it has publicly stated that ChatGPT and its other services are developed using (1) information that is publicly available on the internet, (2) information that it licenses from third parties, and (3) information that its users or human trainers create and provide. OpenAI denies any remaining allegations of this paragraph.

75. OpenAI admits that training a large language model generally involves storing the data to be used in training. OpenAI denies any remaining allegations of this paragraph.

76. OpenAI admits that the process of training LLMs includes, as one of many steps, breaking textual examples into "tokens," which are mapped to corresponding "vectors" or sequences of numbers. OpenAI admits that the training process involves storing and processing those tokens. OpenAI denies the remaining allegations of this paragraph.

77. OpenAI admits that pre-training is a process that uses sophisticated statistical techniques to gradually adjust the model's parameters or "weights" by analyzing a massive corpus of diverse textual examples. OpenAI denies any remaining allegations of this paragraph.

78. OpenAI admits that pre-training requires a massive corpus of diverse textual examples to gradually adjust the model's parameters or "weights," and that this process requires a

large amount of training "steps." OpenAI denies any remaining allegations of this paragraph.

79. Denied.

80. OpenAI admits that pre-training is a process that uses sophisticated statistical techniques to gradually adjust the model's parameters or "weights" by analyzing a massive corpus of diverse textual examples. OpenAI denies the remaining allegations of this paragraph.

81. OpenAI admits that a pre-trained model may be fine-tuned. OpenAI admits that fine-tuning may involve training a model on additional text. OpenAI admits that the term "post-training" can be used to refer to training that occurs after pre-training. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

82. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

83. Denied.

84. To the extent the allegations of this paragraph purport to quote from or reference a publicly available webpage, the full text of that webpage speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the full text available at that link, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

85. Denied.

86. Denied.

87. Denied.

88. Denied.

3. **Response to *OpenAI's LLM Product Operation***

89. OpenAI admits that it offers products named ChatGPT, ChatGPT Enterprise, and the OpenAI API. The remaining allegations of this paragraph relate solely to claims that have been stayed, and therefore do not require a response. OpenAI denies any remaining allegations of this paragraph.

90. OpenAI admits that ChatGPT had more than 400 million weekly active users as of February 2025. OpenAI denies any remaining allegations of this paragraph.

91. OpenAI admits that ChatGPT had more than 400 million weekly active users as of February 2025. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

92. OpenAI admits that it offers a subscription plan, called ChatGPT Plus, that is available for $20 per month. OpenAI admits that it offers a subscription plan, ChatGPT Pro, available for $200 per month. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

93. OpenAI admits that its API and ChatGPT are available to business customers. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to

summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

94. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

95. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

96. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

4. **Response to *OpenAI's Deployment of RAG Functionality***

97. OpenAI admits that its models may use Retrieval Augmented Generation. OpenAI admits that this process involves retrieving relevant contextual information from a data source and passing that information to the model alongside the user's input. OpenAI admits that this information is then used to improve the model's output by augmenting the model's base knowledge. To the extent the allegations of this paragraph purport to cite a publicly available press release, the full text of that press release speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

98. OpenAI admits that its models may use Retrieval Augmented Generation. OpenAI

admits that this process involves retrieving relevant contextual information from a data source and passing that information to the model alongside the user's input. OpenAI admits that this information is then used to improve the model's output by augmenting the model's base knowledge. To the extent the allegations of this paragraph purport to cite a publicly available press release, the full text of that press release speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

99. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

100. To the extent the allegations of this paragraph purport to quote a publicly available article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

101. To the extent the allegations of this paragraph purport to cite a publicly available press release, the full text of that press release speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

102. To the extent the allegations of this paragraph purport to quote a publicly available

article, the full text of that article speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with the article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

103. OpenAI is without knowledge or information sufficient to admit or deny the allegations of this paragraph, which relate to "testing" by Ziff Davis. OpenAI denies any remaining allegations of this paragraph.

Response to OpenAI's Infringement of Ziff Davis Works in LLM Development and Operation

104. Denied.

105. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis written works," as that term is not defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations in this paragraph.

106. Denied.

107. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations in this paragraph.

108. Denied.

109. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them.

110. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations in this paragraph.

111. Denied.

Response to *Content Scraping for LLM Training in Violation of Ziff Davis's Express Instructions*

112. To the extent the allegations of this paragraph purport to quote from a publicly available article, the full text of the earnings call article speaks for itself. To the extent the allegations of this paragraph summarize or characterize or are inconsistent with that article, OpenAI denies those allegations. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

113. OpenAI admits that the user-agent "GPTBot" is used to crawl content that may be used in training OpenAI's generative AI foundation models. OpenAI denies any remaining allegations of this paragraph.

114. OpenAI admits that website owners can use the robots.txt file to give instructions about how their sites work with automated crawlers. OpenAI admits that those instructions are provided in a standardized format sometimes referred to as the "Robots Exclusion Protocol." OpenAI denies any remaining allegations of this paragraph.

115. Denied.

116. OpenAI admits that it has from time to time provided guidance to website owners on how to refer to OpenAI's user-agents, such as GPTBot, in the context of a robots.txt file. To the extent the allegations of this paragraph purport to quote from a publicly available article, the full text of the article speaks for itself. To the extent the allegations of this paragraph summarize or characterize or are inconsistent with that article, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

117. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining

allegations of this paragraph.

118. Denied.

119. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

120. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

121. To the extent the allegations of this paragraph purport to quote from a publicly available article, the full text of the article speaks for itself. To the extent the allegations of this paragraph summarize or characterize or are inconsistent with that article, OpenAI denies those allegations. OpenAI denies the remaining allegations of this paragraph.

122. To the extent the allegations of this paragraph purport to quote from a publicly available article, the full text of the article speaks for itself. To the extent the allegations of this paragraph summarize or characterize or are inconsistent with that article, OpenAI denies those allegations. OpenAI denies the remaining allegations of this paragraph.

123. Denied.

124. Denied.

125. Denied.

1. Response to *OpenAI's Reproduction and Storage of Ziff Davis Works in Training Data Sets*

126. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

127. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

128. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

129. To the extent the allegations of this paragraph purport to quote from a publicly available research paper, the full text of that research paper speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that research paper, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

130. To the extent the allegations of this paragraph purport to quote from a publicly available document, the full text of that document speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that document, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

131. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

132. OpenAI admits that the non-profit entity Common Crawl makes available various archives of web content, some of which bear a date of 2008. OpenAI denies any remaining allegations of this paragraph.

133. To the extent the allegations of this paragraph purport to quote from a publicly available research paper, the full text of that research paper speaks for itself. To the extent the

allegations of this paragraph purport to summarize or characterize or are inconsistent with that research paper, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

134. To the extent the allegations of this paragraph purport to quote from a publicly available research paper, the full text of that research paper speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that research paper, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

135. To the extent the allegations of this paragraph purport to quote from a publicly available document, the full text of that document speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that document, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

136. Denied.

137. OpenAI admits that it released certain information related to training data for GPT-2 at https://github.com/openai/gpt-2/ and https://github.com/openai/gpt-2-output-dataset, which speak for themselves. OpenAI denies any remaining allegations of this paragraph. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

138. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about a third party, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

139. OpenAI admits that GPT-3 was trained on datasets known as Common Crawl

(filtered) and WebText2. To the extent the allegations of this paragraph purport to quote from a publicly available research paper, the full text of that research paper speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that research paper, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

140. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about a third party, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

141. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

142. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about a third party, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

143. Denied.

144. To the extent the allegations of this paragraph purport to quote from a publicly available research paper, the full text of that research paper speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that research paper, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

145. The allegations of this paragraph relate solely to claims that have been stayed, and therefore do not require a response. To the extent a response is deemed required, denied.

146. OpenAI lacks knowledge or information sufficient to admit or deny allegations

regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

2. Response to *Testing Corroborates the Presence of Ziff Davis Works in OpenAI's Models*

147. Denied.

148. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

149. Denied.

150. Denied.

151. Denied.

152. Denied.

153. Denied.

154. Denied.

155. Denied.

Response to Output from OpenAI LLMs Infringes Ziff Davis Copyrights

156. To the extent the allegations of this paragraph purport to quote from a publicly available pleading, the full text of that pleading speaks for itself. To the extent the allegations of this paragraph purport to summarize or characterize or are inconsistent with that pleading, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

157. Denied.

158. OpenAI admits that it has continued to work to eliminate undesired model outputs. OpenAI denies any remaining allegations of this paragraph.

159. OpenAI admits that it has continued to work to eliminate undesired model outputs.

OpenAI denies any remaining allegations of this paragraph.

160. Denied.

161. Denied.

162. Denied.

163. Denied.

164. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about the specific output elicited by Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

165. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about the specific output elicited by Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

166. Denied.

167. To the extent the allegations of this paragraph purport to quote from a publicly available document, the full text of the document speaks for itself. To the extent the allegations of this paragraph summarize or characterize or are inconsistent with that document, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

168. Denied.

169. Denied.

Response to OpenAI's Removal of CMI

170. Denied.

171. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

172. Denied.

173. Denied.

174. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

175. Denied.

176. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

177. OpenAI lacks knowledge or information sufficient to admit or deny allegations regarding "Ziff Davis Works," as that term is defined in the Complaint, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

178. Denied.

179. Denied.

180. Denied.

181. Denied.

182. Denied.

183. Denied.

184. Denied.

Response to OpenAI's Products Can and Will Cause Great Harm to Ziff Davis

185. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

186. Denied.

187. Denied.

188. Denied.

189. Denied.

190. Denied.

191. Denied.

192. Denied.

193. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

194. Denied.

195. Denied.

196. Denied.

RESPONSE TO FIRST CAUSE OF ACTION
COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)
REPRODUCTION OF PLAINTIFFS' CONTENT TO TRAIN OPENAI LLMS

197. This paragraph incorporates by reference the preceding factual allegations, and thus no response is required. To the extent a response is deemed required, OpenAI incorporates by reference its responses to the foregoing paragraphs.

198. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

199. This paragraph states a legal conclusion, to which no response is required. To the extent a response is deemed required, denied.

200. Denied.

201. Denied.

202. Denied.

203. Denied.

204. Denied.

205. Denied.

206. Denied.

207. Denied.

208. Denied.

RESPONSE TO SECOND CAUSE OF ACTION
COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)
REPRODUCTION OF PLAINTIFFS' CONTENT IN OUTPUT FROM OPENAI LLMS

209. This paragraph incorporates by reference the preceding factual allegations, and thus no response is required. To the extent a response is deemed required, OpenAI incorporates by reference its responses to the foregoing paragraphs.

210. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

211. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

212. Denied.

213. Denied.

214. Denied.

215. Denied.

216. Denied.

217. Denied.

RESPONSE TO THIRD CAUSE OF ACTION
COMMON LAW UNJUST ENRICHMENT

218. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

219. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

220. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

221. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

222. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

223. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

224. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

RESPONSE TO FOURTH CAUSE OF ACTION
CIRCUMVENTION OF TECHNICAL MEASURES (17 U.S.C. 1201(A)(1))

225. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

226. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

227. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

228. The allegations of this paragraph relate solely to claims that have been dismissed,

and therefore do not require a response. To the extent a response is deemed required, denied.

229. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

230. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

231. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

232. The allegations of this paragraph relate solely to claims that have been dismissed, and therefore do not require a response. To the extent a response is deemed required, denied.

RESPONSE TO FIFTH CAUSE OF ACTION
REMOVAL OF COPYRIGHT MANAGEMENT INFORMATION (17 U.S.C. § 1202(B)(1))

233. This paragraph incorporates by reference the preceding factual allegations, and thus no response is required. To the extent a response is deemed required, OpenAI incorporates by reference its responses to the foregoing paragraphs.

234. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

235. Denied.

236. Denied.

237. Denied.

238. Denied.

239. Denied.

240. Denied.

241. Denied.

242. Denied.

RESPONSE TO SIXTH CAUSE OF ACTION
DISTRIBUTION OF WORKS WITH COPYRIGHT MANAGEMENT INFORMATION REMOVED (17 U.S.C. § 1202(B)(3))

243. This paragraph incorporates by reference the preceding factual allegations, and thus no response is required. To the extent a response is deemed required, OpenAI incorporates by reference its responses to the foregoing paragraphs.

244. Denied.

245. Denied.

RESPONSE TO PRAYER FOR RELIEF

In response to the prayer for relief, OpenAI denies that Plaintiffs are entitled to the requested relief, or to any relief whatsoever, including because Plaintiffs have suffered no injury sufficient to confer standing to bring any claim for relief.

RESPONSE TO DEMAND FOR JURY TRIAL

With respect to the jury demand contained in the Second Amended Complaint, OpenAI states that no response is required. To the extent a response is deemed required, OpenAI denies that Plaintiffs' claims are properly triable to a jury.

AFFIRMATIVE DEFENSES

In further answer to the allegations made by Plaintiffs in the Second Amended Complaint, OpenAI asserts the following affirmative defenses. OpenAI does not concede that it has the burden of proof on the defenses listed below.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs do not own or hold exclusive rights under 17 U.S.C. § 106 or any copyright law over each work that was allegedly infringed by OpenAI.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because the copyright registrations purporting to cover some or all of the works in dispute are invalid and do not satisfy the requirements of 17 U.S.C. § 411–412.

THIRD AFFIRMATIVE DEFENSE

To the extent there is copying of copyrightable expression, that copying constitutes fair use.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrines of copyright misuse and unclean hands.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs have suffered no provable injury as a result of the challenged conduct, which *inter alia* precludes relief under 17 U.S.C. § 1203(a).

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims fail in whole or in part because the complained-of use was validly licensed by express or implied license.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrines of waiver, abandonment, and/or forfeiture.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' remedies are barred at least in part by the applicable statutes of limitations.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovery of damages because of and to the extent of their failure to mitigate their alleged damages (to which, in any event, they are not entitled).

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, to the extent they claim rights to elements of works or to works which are not protectable under copyright law, or that are in the public domain, lack the requisite originality, are unregistered, or are works to which copyright protection has been abandoned.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims of copyright infringement are barred or limited by the doctrine of merger.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims of copyright infringement are barred or limited by the idea/expression dichotomy.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims of copyright infringement are barred or limited because the material in which Plaintiffs claim copyright constitutes "*scènes à faire*."

SIXTEENTH AFFIRMATIVE DEFENSE

To the extent there is copying of copyrightable expression, that copying is *de minimis*.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims of copyright infringement are barred or limited because the material in which Plaintiffs claim copyright constitutes unprotectable facts.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims fail, in whole or in part, for failure to state a claim.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because the acts alleged in the Second Amended Complaint are not an infringement of copyright, including because the alleged acts are fair use and/or *de minimis*, and/or because copyright protection is barred by the doctrine of merger, the doctrine of *scènes à faire*, or the idea/expression dichotomy.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs are not entitled to injunctive relief (temporarily, preliminarily, or permanently), including because any injury to it is not immediate or irreparable, Plaintiffs would have an adequate remedy at law, the balance of hardships favors no injunction, and the public interest is best served by no injunction.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because any reproduction, distribution, or display of any allegedly infringing outputs, or copies allegedly made in the generative search process, were caused by the acts or omissions of other persons or entities for whose conduct OpenAI is not legally responsible.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because they are barred by the safe harbor provisions of the Digital Millennium Copyright Act, 17 U.S.C. § 512 (a)–(d).

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claim for damages is barred by the Eighth and Fourteenth Amendments to the U.S. Constitution.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

OpenAI reserves all affirmative defenses under Rule 8(c) of the Federal Rules of Civil Procedure, and any other defenses at law or in equity, that may now exist or in the future become available based on discovery and further factual investigation.

Dated: September 2, 2026

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