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. 1:23-cv-11195-SHS-OTW Case No. 1:24-cv-03285-SHS-OTW Case No. 1:24-cv-04872-SHS-OTW	:	

OPENAI'S SECOND AMENDED ANSWER TO PLAINTIFF THE CENTER FOR INVESTIGATIVE REPORTING, INC.'S FIRST AMENDED COMPLAINT

Pursuant to Federal Rule of Civil Procedure 15, Defendants OpenAI, Inc., OpenAI LP,[1] OpenAI GP, LLC, OpenAI, LLC, OpenAI OpCo, LLC, OpenAI Global LLC, OAI Corporation,[2] and OpenAI Holdings, LLC (collectively, "OpenAI"), by and through the undersigned counsel, submit the following answer to Plaintiff's First Amended Complaint.

OpenAI states that the headings and sub-headings throughout the First 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 First Amended Complaint's headings and sub-headings.

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

1. This paragraph is merely prefatory language for Plaintiff's allegations in subsequent paragraphs; therefore, no response is required. To the extent a response is required, OpenAI denies the allegations of this paragraph.

RESPONSE TO NATURE OF THIS ACTION

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

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

4. OpenAI admits that OpenAI OpCo, LLC offers a product named ChatGPT. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

[1] OpenAI LP is now known as OpenAI OpCo, LLC.
[2] OAI Corporation, LLC converted in September 2023 from a limited liability company to a corporation named OAI Corporation.

5. Denied.

6. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies the remaining allegations of this paragraph.

7. Denied.

8. The allegations of this paragraph purport to assert the purposes of a Clause of the U.S. Constitution, to which no response is required. To the extent a response is deemed required, OpenAI denies the allegations of this paragraph.

9. The allegations of this paragraph purport to assert the purposes of a federal statute, to which no response is required. To the extent a response is deemed required, OpenAI admits that unlike copyright infringement claims, no copyright registration is required to assert a claim under 17 U.S.C. § 1202(b). OpenAI denies any remaining allegations of this paragraph.

10. Denied.

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

RESPONSE TO PARTIES

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

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

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

this paragraph about Plaintiff, and on that basis denies them.

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

16. OpenAI admits that OpenAI OpCo, LLC offers a product named ChatGPT. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

17. OpenAI admits that OpenAI, Inc., OpenAI LP, OpenAI GP, LLC, OpenAI, LLC, OpenAI OpCo, LLC, OpenAI Global, LLC, OAI Corporation, and OpenAI Holdings, LLC are Delaware entities. OpenAI admits that OpenAI, Inc., OpenAI LP, OpenAI GP, LLC, OpenAI, LLC, OpenAI OpCo, LLC, OpenAI Global, LLC, OAI Corporation, and OpenAI Holdings, LLC are related entities. OpenAI denies any remaining allegations of this paragraph.

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

19. 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 is the sole member of OpenAI, LLC. OpenAI admits that OpenAI LP changed its name to OpenAI, OpCo, LLC. OpenAI denies any remaining allegations of this paragraph.

20. OpenAI admits that OpenAI GP, LLC is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI admits that OpenAI, Inc. is the single member of OpenAI GP, LLC. OpenAI admits that OpenAI GP, LLC is a manager of OpenAI Global, LLC. OpenAI denies any remaining allegations of this paragraph.

21. OpenAI admits that OpenAI, LLC is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI denies any remaining allegations of this paragraph.

22. OpenAI admits that OpenAI Global LLC is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI admits that Microsoft Corporation and OAI Corporation are members of OpenAI Global LLC. OpenAI denies any remaining allegations of this paragraph.

23. Denied.

24. OpenAI admits that OpenAI Holdings, LLC is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI admits that OpenAI, Inc. and Aestas, LLC are members of OpenAI Holdings, LLC. OpenAI denies any remaining allegations of this paragraph.

25. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

26. 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 are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

27. OpenAI admits that, in 2019, Microsoft Corporation committed to invest $1 billion in OpenAI. To the extent the allegations of this paragraph are directed at Microsoft Corporation OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

28. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

29. 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 it, OpenAI denies those allegations. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

RESPONSE TO JURISDICTION AND VENUE

30. 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 this action purports to arise under the copyright laws of the United States, 17 U.S.C. § 101 et seq., and that the Court has original subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a). OpenAI denies any remaining allegations of this paragraph.

31. For the purposes of this action, OpenAI does not contest personal jurisdiction. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

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

33. For purposes of this action, OpenAI does not contest venue. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or

information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

34. For the purposes of this action, OpenAI does not contest venue at this time. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

35. For the purposes of this action, OpenAI does not contest venue at this time. OpenAI admits that it did not contest venue in Authors Guild v. OpenAI Inc., 23-cv-08292. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

PLAINTIFF'S COPYRIGHT-PROTECTED WORKS OF JOURNALISM

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

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

this paragraph about Plaintiff, 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 Plaintiff, 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 Plaintiff, 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 Plaintiff, 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 Plaintiff and publishers, 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 other publishers and Plaintiff, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

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

RESPONSE TO DEFENDANTS' UNAUTHORIZED USE OF PLAINTIFF'S WORKS IN THEIR TRAINING SETS

47. OpenAI admits that OpenAI, Inc. was formed in December 2015. OpenAI admits that, in 2019, it created OpenAI LP as a "capped-profit" company that allows for additional investment in compute and talent while maintaining checks and balances to actualize OpenAI's nonprofit mission.

OpenAI denies the remaining allegations of this paragraph.

48. OpenAI admits that some of OpenAI OpCo, LLC's products rely on technology that can be described as a "large language model." OpenAI admits that "large language model" can be abbreviated as "LLM." OpenAI admits that GPT models are large language models. OpenAI admits that the models that power ChatGPT may recognize and process text inputs from a user and generate text outputs in response. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

49. OpenAI admits that OpenAI OpCo, LLC trains its models using numerous sources, including select publicly available data. OpenAI denies any remaining allegations of this paragraph.

50. Denied.

51. OpenAI admits that OpenAI OpCo, LLC trains its models using numerous sources, including select publicly available data. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiff, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

52. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations,

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

53. Denied.

54. To the extent the allegations of this paragraph purport to quote from or reference portions of a publicly available research paper, the full text of that paper 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 are about the actions of third parties, OpenAI lacks knowledge or information sufficient to admit or deny those

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

55. 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 Plaintiff, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

56. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

57. To the extent the allegations of this paragraph purport to quote from or reference information publicly available on GitHub, the full text available at that link 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 Plaintiff, and on that basis denies them. OpenAI lacks knowledge or information sufficient to admit or deny any remaining allegations of this paragraph, and on that basis denies them.

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

59. To the extent the allegations of this paragraph purport to quote from or reference portions of a publicly available research paper, the full text of that paper 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.

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

portions of 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 it, OpenAI denies those allegations. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph directed at the creators of the Dragnet content extractor, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

61. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph directed at the creators of the Newspaper content extractor, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

62. Denied.

63. Denied.

64. Denied.

65. OpenAI lacks knowledge or information sufficient to admit or deny the allegation of this paragraph, and on that basis denies them.

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

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

68. Denied.

69. Denied.

70. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph directed at Common Crawl, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

71. To the extent the allegations of this paragraph purport to quote from or reference a publicly available research paper, the full text of that paper 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.

72. To the extent the allegations of this paragraph are directed at Google or the Allen Institute for AI, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

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

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

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

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

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

78. Denied.

RESPONSE TO DEFENDANTS' UNAUTHORIZED REGURGITATION OF COPYRIGHT - PROTECTED WORKS OF JOURNALISM

79. OpenAI admits that ChatGPT may recognize and process text inputs from a user and generate text outputs in response. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

80. Denied.

81. To the extent the allegations of this paragraph are directed at Microsoft Corporation,

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

82. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

83. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiff, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

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

85. Denied.

RESPONSE TO DEFENDANTS' UNLAWFUL ABRIDGEMENT OF PLAINTIFF'S WORKS

86. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

87. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

88. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that

basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

89. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

90. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

91. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

92. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about the actions of third parties, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

93. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that

basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

94. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

95. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

96. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

97. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

98. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement

claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

RESPONSE TO DEFENDANTS' INTENTIONAL REMOVAL OF COPYRIGHT MANAGEMENT INFORMATION FROM PLAINTIFF'S WORKS IN THEIR TRAINING SETS

99. To the extent the allegations of this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Microsoft, and on that basis OpenAI denies them. OpenAI denies the remaining allegations of this paragraph.

100. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

101. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

102. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

103. Denied.

RESPONSE TO DEFENDANTS' COLLABORATION IN INFRINGING PLAINTIFF'S COPYRIGHT, UNLAWFULLY REMOVING COPYRIGHT MANAGEMENT INFORMATION, AND UNLAWFULLY DISTRIBUTING PLAINTIFF'S WORKS WITH COPYRIGHT MANAGEMENT INFORMATION REMOVED

104. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

105. To the extent the allegations of this paragraph are directed at Microsoft Corporation,

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

106. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

107. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

RESPONSE TO DEFENDANTS' ACTUAL AND CONSTRUCTIVE KNOWLEDGE OF THEIR VIOLATIONS

108. Denied.

109. Denied.

110. To the extent the allegations of this paragraph purport to quote from or reference portions of 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 it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

111. Denied.

112. Denied.

113. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

114. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that

basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies the remaining allegations of this paragraph.

115. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

116. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

117. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

118. OpenAI admits that the OpenAI Service Terms are available at https://openai.com/policies/service-terms/, and that the text "disabled, ignored, or did not use any relevant citation, filtering or safety features or restrictions provided by OpenAI" appears at that location. To the extent the allegations of this paragraph purport to quote from or reference portions of the Service Terms, the full text of the Service Terms 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 are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

119. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

RESPONSE TO DEFENDANTS' CONTINUING VIOLATIONS

120. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies the remaining allegations of this paragraph.

121. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

122. 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 it, OpenAI denies those allegations. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

123. Denied.

124. To the extent the allegations of this paragraph purport to quote from or reference portions of 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 it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

125. Denied.

Response to Count I – Violation of 17 U.S.C. § 501 by OpenAI Defendants

126. 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 paragraphs 1–125.

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

128. Denied.

129. Denied.

130. Denied.

131. Denied.

132. To the extent the allegations of this paragraph relate to Plaintiff's abridgement claims, no response is required because those claims have been dismissed. OpenAI denies any remaining allegations of this paragraph.

133. Denied.

Response to Count II: Violation of 17 U.S.C. § 501 by Defendant Microsoft

134. 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 paragraphs 1–133.

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

136. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

137. To the extent the allegations of this paragraph are directed at Microsoft Corporation,

OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

138. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

139. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

140. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

141. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

Response to Count III: Contributory Copyright Infringement by All Defendants

142. 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 paragraphs 1–141.

143. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

144. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them. OpenAI denies the remaining allegations of this paragraph.

Response to Count IV – Violation of 17 U.S.C. § 1202(b)(1) by OpenAI Defendants

145. 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 paragraphs 1–144.

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

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

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

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

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

151. Denied.

152. Denied.

153. Denied.

154. Denied.

155. Denied.

Response to Count V – Violation of 17 U.S.C. § 1202(b)(3) by OpenAI Defendants

156. 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 paragraphs 1–155.

157. Denied.

Response to Count VI – Violation of 17 U.S.C. § 1202(b)(1) by Defendant Microsoft

158. 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 paragraphs 1–157.

159. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

160. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

161. OTo the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

162. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

163. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

164. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

165. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

166. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

167. OTo the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

Response to Count VII – Violation of 17 U.S.C. § 1202(b)(3) by Defendant Microsoft

168. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

169. To the extent the allegations of this paragraph are directed at Microsoft Corporation, OpenAI lacks knowledge or information sufficient to admit or deny those allegations, and on that basis denies them.

PRAYER FOR RELIEF

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

DEMAND FOR JURY TRIAL

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

AFFIRMATIVE DEFENSES

In further answer to the allegations made by Plaintiff in the First 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

Plaintiff's claims are barred, in whole or in part, because Plaintiff does 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

Plaintiff's 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

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

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff has 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

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

SEVENTH AFFIRMATIVE DEFENSE

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

EIGHTH AFFIRMATIVE DEFENSE

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

NINTH AFFIRMATIVE DEFENSE

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

TENTH AFFIRMATIVE DEFENSE

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

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff is barred from recovery of damages because of and to the extent of its failure to mitigate its alleged damages (to which, in any event, Plaintiff is not entitled).

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff's 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

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

FOURTEENTH AFFIRMATIVE DEFENSE

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

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims of copyright infringement are barred or limited because the material in which Plaintiff claims 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

Plaintiff's claims of copyright infringement are barred or limited because the material in which Plaintiff claims copyright constitutes unprotectible facts.

EIGHTEENTH AFFIRMATIVE DEFENSE

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

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because the acts alleged in the First 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 scène à faire, or the idea/expression dichotomy.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred, in whole or in part, because Plaintiff are not entitled to injunctive relief (temporarily, preliminarily, or permanently), including because any injury to it is not immediate or irreparable, Plaintiff 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

Plaintiff's 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

Plaintiff's 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

Plaintiff's claims are barred, in whole or in part, because all of the models accused of infringement, and all of OpenAI's products and services offered in connection with those accused models, are capable of substantial non-infringing uses.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

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

TWENTY-FIFTH 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: December 10, 2025

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