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15 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA**

18 **SAN FRANCISCO DIVISION**

19 ANDREA BARTZ, ANDREA BARTZ, INC.,
20 CHARLES GRAEBER, and KIRK WALLACE
21 JOHNSON, and MJ + KJ, INC. individually and
22 on behalf of others similarly situated,

23 Plaintiffs,

24 v.

25 ANTHROPIC PBC,

26 Defendant.

Case No. 3:24-cv-05417-WHA

**ANTHROPIC PBC'S ANSWER TO
FIRST AMENDED CLASS ACTION
COMPLAINT**

1 Pursuant to Federal Rule of Civil Procedure 8, Defendant Anthropic PBC (“Anthropic”)
2 hereby responds to the First Amended Class Action Complaint for Damages (“FAC”) filed by
3 Plaintiffs Andrea Bartz, Andrea Bartz, Inc., Charles Graeber, Kirk Wallace Johnson, and MJ + KJ,
4 Inc., individually and on behalf of others similarly situated, (“Plaintiffs”), as follows. All
5 allegations not specifically admitted herein are denied.

6 **NATURE OF THE ACTION**

7 1. Anthropic admits that it offers products based on large language models (“LLMs”), and
8 that its principal offerings include the family of large language models known as “Claude.”
9 Otherwise, denied.

10 2. Anthropic lacks knowledge or information sufficient to admit or deny the allegations of
11 this paragraph concerning authorship, and on that basis denies them. Otherwise, denied.

12 3. Denied.

13 4. Denied.

14 5. Anthropic admits that the quality of the data used to train its LLMs is one factor, among
15 many others, that affects the performance of the LLM. Anthropic admits that it has raised funding
16 from Amazon and Google, among other investors. Otherwise, denied.

17 6. Denied.

18 7. Anthropic admits that it is a registered public benefit company. Anthropic admits that
19 Dario Amodei is a co-founder of Anthropic PBC. To the extent the allegations in this paragraph
20 purport to quote from the source cited in a footnote, Anthropic admits that the quoted language
21 appears in that source. Otherwise, denied.

22 **JURISDICTION AND VENUE**

23 8. For purposes of this action, Anthropic does not contest subject matter jurisdiction. The
24 paragraph otherwise contains legal conclusions to which no response is required. To the extent a
25 response is required, Anthropic denies the allegations of this paragraph.

1 9. For purposes of this action, Anthropic does not contest personal jurisdiction. The
2 allegations in this paragraph otherwise contain legal conclusions to which no response is required.
3 To the extent a response is required, Anthropic denies the allegations of this paragraph.

4 10. Anthropic admits that its business is headquartered in this District. Anthropic also
5 admits that it markets, sells, and distributes its LLMs to citizens of California. Otherwise, denied.

6 11. For purposes of this action, Anthropic does not contest venue. The allegations in
7 this paragraph otherwise contain legal conclusions to which no response is required. To the extent
8 a response is required, Anthropic denies the allegations of this paragraph.

9 **THE PARTIES**

10 12. Anthropic lacks knowledge or information sufficient to admit or deny the
11 allegations of this paragraph, and on that basis denies them.

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

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

16 15. Anthropic lacks knowledge or information sufficient to admit or deny the
17 allegations of this paragraph, and on that basis denies them.

18 16. Anthropic lacks knowledge or information sufficient to admit or deny the
19 allegations of this paragraph, and on that basis denies them.

20 17. Admitted.

21 **FACTUAL ALLEGATIONS**

22 18. Admitted.

23 19. Admitted.

24 20. To the extent the allegations in this paragraph purport to quote from the source cited
25 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic admits
26 that Claude is useful for a variety of writing tasks. Otherwise, denied.
27
28

1 21. Anthropic admits that it currently offers access to its Claude 3.5 Sonnet model for
2 free, and offers access to increased usage caps and models like Claude 3 Opus and Haiku for a
3 monthly cost of between \$20 to \$25 in some cases. Anthropic admits that Claude can be accessed
4 on Amazon Bedrock. To the extent the allegations in this paragraph purport to quote from the
5 source cited in a footnote, Anthropic admits that the quoted language appears in that source.
6 Anthropic admits that its customers include Slack, ZoomInfo, Bridgewater, LexisNexis, and Jane
7 Street Capital. Otherwise, denied.

8 22. Anthropic admits that AI safety and developing AI responsibly are core parts of its
9 mission. To the extent the allegations in this paragraph purport to quote from the source cited in
10 a footnote, Anthropic admits that the quoted language appears in that source. Otherwise, denied.

11 23. Anthropic admits that Claude is a type of large language model or “LLM.”
12 Anthropic admits that building Claude required deriving statistical information from input data.
13 Anthropic admits that Claude uses that statistical analysis to generate human-like responses.
14 Otherwise, denied.

15 24. Anthropic admits that building Claude requires breaking down input text into
16 smaller pieces—words or portions of words, called “tokens”—and then training a model on those
17 tokens. To the extent the allegations in this paragraph purport to quote from the source cited in a
18 footnote, Anthropic admits that the quoted language appears in that source. Otherwise, denied.

19 25. Anthropic admits that all of its LLMs are trained on a vast corpus of text. To the
20 extent the allegations in this paragraph purport to quote from the source cited in a footnote,
21 Anthropic admits that the quoted language appears in that source. Otherwise, denied.

22 26. Denied.

23 27. Denied.

24 28. Anthropic admits that many LLMs go through a fine-tuning process, which may
25 involve human supervision and smaller data sets. Otherwise, denied.

26 29. To the extent the allegations in this paragraph purport to quote from the source cited
27 in a footnote, Anthropic admits that the quoted language appears in that source. Otherwise, denied.
28

1 30. Anthropic admits that the quality and the quantity of the training corpus contribute
2 to the quality of the resulting model and that the phrase “garbage in, garbage out” is one way to
3 describe that idea. To the extent the allegations in this paragraph purport to quote from the source
4 cited in a footnote, Anthropic admits that the quoted language appears in that source. Otherwise,
5 denied.

6 31. Anthropic admits that Claude can support a context window of 100,000 tokens, or
7 roughly 75,000 words, and generate responses to text provided in that context window. Otherwise,
8 denied.

9 32. To the extent the allegations in this paragraph purport to quote from the source cited
10 in a footnote, Anthropic admits that the quoted language appears in that source. Otherwise, denied.

11 33. Anthropic admits that it has used portions of the Pile in connection with the training
12 of certain Claude models. Otherwise, denied.

13 34. To the extent the allegations in this paragraph purport to quote from the source cited
14 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic
15 otherwise lacks knowledge or information sufficient to admit or deny the remaining allegations of
16 this paragraph, and on that basis denies them.

17 35. Anthropic lacks knowledge or information sufficient to admit or deny the
18 allegations of this paragraph, and on that basis denies them.

19 36. To the extent the allegations in this paragraph purport to quote from the source cited
20 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
21 knowledge or information sufficient to admit or deny the allegations of this paragraph, and on that
22 basis denies them.

23 37. To the extent the allegations in this paragraph purport to quote from the source cited
24 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
25 knowledge or information sufficient to admit or deny the allegations of this paragraph, and on that
26 basis denies them.

1 38. To the extent the allegations in this paragraph purport to quote from the source cited
2 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
3 knowledge or information sufficient to admit or deny the allegations of this paragraph, and on that
4 basis denies them.

5 39. To the extent the allegations in this paragraph purport to quote from the source cited
6 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
7 knowledge or information sufficient to admit or deny the allegations of this paragraph, and on that
8 basis denies them.

9 40. To the extent the allegations in this paragraph purport to quote from the source cited
10 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
11 knowledge or information sufficient to admit or deny the allegations of this paragraph, and on that
12 basis denies them.

13 41. Anthropic lacks knowledge or information sufficient to admit or deny the
14 allegations of this paragraph, and on that basis denies them.

15 42. Denied.

16 43. To the extent the allegations in this paragraph purport to quote from the source cited
17 in a footnote, Anthropic admits that some of the quoted language appears in that source.
18 Otherwise, denied.

19 44. Anthropic admits that it has used portions of the Pile in connection with the training
20 of certain Claude models. To the extent the allegations in this paragraph purport to quote from the
21 source cited in a footnote, Anthropic admits that the quoted language appears in that source..
22 Anthropic lacks knowledge or information sufficient to admit or deny the remaining allegations of
23 this paragraph, and on that basis denies them.

24 45. Denied.

25 46. To the extent the allegations in this paragraph purport to quote from the source cited
26 in a footnote, Anthropic admits that the quoted language appears in that source. Otherwise, denied.

27 47. Denied.

1 48. Anthropic lacks knowledge or information sufficient to admit or deny the
2 allegations regarding specific agreements involving OpenAI, Google, Meta, Axel Springer, News
3 Corporation, and the Associated Press, and on that basis denies them. Otherwise, the remaining
4 allegations are denied.

5 49. Denied.

6 50. Denied.

7 51. Anthropic lacks knowledge or information sufficient to admit or deny the
8 allegations of this paragraph, and on that basis denies them.

9 52. Anthropic lacks knowledge or information sufficient to admit or deny the
10 allegations of this paragraph, and on that basis denies them.

11 53. To the extent the allegations in this paragraph purport to quote from the source cited
12 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
13 knowledge or information sufficient to admit or deny the allegations of this paragraph concerning
14 Kara Swisher or Jane Friedman, and on that basis denies them. Otherwise, denied.

15 54. To the extent the allegations in this paragraph purport to quote from the source cited
16 in a footnote, Anthropic admits that the quoted language appears in that source. Anthropic lacks
17 knowledge or information sufficient to admit or deny the allegations of this paragraph concerning
18 Tim Boucher, and on that basis denies them. Otherwise, denied.

19 55. Denied.

20 56. Denied.

21 57. Anthropic admits that it has used portions of the Pile in connection with the training
22 of certain Claude models. As to the remainder of the paragraph, Anthropic lacks knowledge or
23 information sufficient to admit or deny the allegations of this paragraph as to the rationale for
24 Plaintiffs' allegations in the Complaint, and on that basis denies them.

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

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

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

5 61. Anthropic lacks knowledge or information sufficient to admit or deny the
6 allegations of this paragraph, and on that basis denies them.

7 62. Anthropic lacks knowledge or information sufficient to admit or deny the
8 allegations of this paragraph, and on that basis denies them.

9 **CLASS ALLEGATIONS**

10 63. The allegations in this paragraph contain legal conclusions to which no response is
11 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

12 64. The allegations in this paragraph contain legal conclusions to which no response is
13 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

14 65. The allegations in this paragraph contain legal conclusions to which no response is
15 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

16 66. The allegations in this paragraph contain legal conclusions to which no response is
17 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

18 67. The allegations in this paragraph contain legal conclusions to which no response is
19 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

20 68. The allegations in this paragraph contain legal conclusions to which no response is
21 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

22 69. The allegations in this paragraph contain legal conclusions to which no response is
23 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

24 70. The allegations in this paragraph contain legal conclusions to which no response is
25 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.

26 71. The allegations in this paragraph contain legal conclusions to which no response is
27 required. To the extent a response is required, Anthropic denies the allegations of this paragraph.
28

1 **DEMAND FOR JURY TRIAL**

2 Anthropic demands a trial by jury on all issues so triable.

3 **AFFIRMATIVE DEFENSES**

4 In further answer to the allegations made by Plaintiffs in the FAC, Anthropic asserts the
5 following affirmative defenses, without assuming the burden of proof on such defenses that would
6 otherwise fall on Plaintiffs. Anthropic reserves the right to supplement or amend these defenses
7 during and after the course of discovery, and does not knowingly or intentionally waive any
8 applicable affirmative defense:

9 **FIRST AFFIRMATIVE DEFENSE**

10 **(Failure to State a Claim)**

11 Plaintiffs' claim fails, in whole or in part, because the FAC fails to state a claim upon which
12 relief may be granted and/or to state facts sufficient to constitute a claim for relief against
13 Anthropic.

14 **SECOND AFFIRMATIVE DEFENSE**

15 **(Fair Use)**

16 Plaintiffs' claim for direct copyright infringement fails, in whole or in part, because, to the
17 extent there is any unauthorized copying of any of Plaintiffs' registered copyrighted works, that
18 copying constitutes fair use under 17 U.S.C. § 107.

19 **THIRD AFFIRMATIVE DEFENSE**

20 **(Volitional Conduct)**

21 Anthropic did not have the volition required to be liable for copyright infringement.

22 **FOURTH AFFIRMATIVE DEFENSE**

23 **(Copyright Standing)**

24 At least Plaintiff Bartz's claim fails, in whole or in part, for lack of legal or beneficial
25 ownership sufficient to establish standing to sue for copyright infringement.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Works or Elements of Works Not Protectable by Copyright)**

3 Plaintiffs' claim fails, in whole or in part, to the extent they claim rights to elements of
4 works or to works which are not protectable under copyright law, such as under the doctrines of
5 scènes à faire, merger, the idea/expression dichotomy, or under 17 U.S.C. § 102(b).

6 **SIXTH AFFIRMATIVE DEFENSE**

7 **(De Minimis Copying)**

8 Plaintiffs' claim for copyright infringement fails, in whole or in part, because it is barred
9 by the doctrine of de minimis copying.

10 **SEVENTH AFFIRMATIVE DEFENSE**

11 **(Lack of Injury)**

12 Plaintiffs' claim fails, in whole or in part, because Plaintiffs have not suffered and are not
13 likely to suffer any injury or damages as a result of the conduct alleged of Anthropic in the FAC.

14 **EIGHTH AFFIRMATIVE DEFENSE**

15 **(Waiver, Estoppel, Laches)**

16 Plaintiffs' claim is barred, in whole or in part, by one or more other equitable doctrines,
17 such as waiver, estoppel, and laches.

18 **NINTH AFFIRMATIVE DEFENSE**

19 **(Implied/Express License)**

20 Plaintiffs' claim fails, in whole or in part, because the complained-of use was authorized
21 by express or implied license.

22 **TENTH AFFIRMATIVE DEFENSE**

23 **(Unavailability of Injunctive Relief)**

24 Plaintiffs' claim fails, in whole or in part, because Plaintiffs are not entitled to injunctive
25 relief, including because any injury to them is not irreparable, Plaintiffs would have an adequate
26 remedy at law, the balance of hardships favors no injunction, and the public interest is best served
27 by no injunction.

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 **(Innocent Infringement)**

3 To the extent Plaintiffs establish any act of infringement, that infringement was innocent,
4 allowing for the Court to reduce any award of statutory damages to an amount as low as \$200 per
5 work infringed. 17 U.S.C. § 504(c)(2).

6 **TWELFTH AFFIRMATIVE DEFENSE**

7 **(Unconstitutional Damages)**

8 Plaintiffs seek improper damages in violation of the United States Constitution and other
9 applicable law. Any award of statutory or enhanced damages would constitute an unconstitutional
10 penalty under the circumstances of this case, and would violate the due process and equal
11 protection guarantees, and other substantive and procedural safeguards afforded by the United
12 States Constitution.

13 **THIRTEENTH AFFIRMATIVE DEFENSE**

14 **(Statute of Limitations)**

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

16 **RESERVATION OF ADDITIONAL DEFENSES**

17 Anthropic's investigation of the claim and its defenses is continuing. Anthropic has not
18 knowingly or intentionally waived any applicable defenses and reserves the right to assert and rely
19 on other applicable defenses as may become available or apparent during discovery in this matter.
20 Anthropic reserves the right to amend this Answer and/or its affirmative defenses.

21 **REQUEST FOR RELIEF**

22 Therefore, Anthropic respectfully requests that this Court:

- 23 1. Enter judgment in Anthropic's favor and against Plaintiffs;
24 2. Deny certification of any class;
25 3. Dismiss the claim by Plaintiffs with prejudice;
26 4. Award Anthropic its costs of suit;
27 5. Award Anthropic its attorneys' fees to the extent permitted by law; and
28

1 6. Grant Anthropic such other and further relief as this Court deems just and proper.
2

3 Dated: December 18, 2024

Respectfully submitted,

4
5 By: /s/ Douglas A. Winthrop

6
7 **ARNOLD & PORTER KAYE SCHOLER LLP**

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