

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE:

25-md-3143 (SHS) (OTW)

OPENAI, INC.  
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This Document Relates To:

BALDACCI, et al. v. OPENAI, INC. et al., No.  
1:25-md-3143-SHS-OTW

AUTHORS GUILD, et al. v. OPENAI, INC. et  
al., No. 1:23-cv-08292-SHS-OTW

**OPENAI'S ANSWER TO PLAINTIFFS' CONSOLIDATED  
CLASS ACTION COMPLAINT**

Pursuant to Federal Rule of Civil Procedure 15, Defendants OpenAI, Inc.,<sup>1</sup> OpenAI LP,<sup>2</sup> OpenAI GP, L.L.C., OpenAI, LLC, OpenAI OpCo, LLC, OpenAI Global, LLC, OAI Corporation LLC,<sup>3</sup> and OpenAI Holdings, LLC (collectively, “OpenAI”), by and through the undersigned counsel, submit the following answer to Plaintiffs’ Consolidated Class Action Complaint.

OpenAI states that the headings and sub-headings throughout the Consolidated Class Action 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 Consolidated Class Action Complaint’s headings and sub-headings.

Pursuant to the Court’s Order dated October 27, 2025, striking allegations regarding GPT-4V, GPT-4.5, GPT-5, and “derivatives” and “successors” of any model from the Consolidated Class Action Complaint, OpenAI’s responses are directed only to the models in scope as defined by the Court’s order.

OpenAI denies all allegations in the Consolidated Class Action Complaint that are not explicitly admitted and otherwise answers as follows:

**RESPONSE TO NATURE OF THE CASE**

1. Denied.
2. Denied.
3. Denied.
4. OpenAI admits that it first launched a large language model in 2018. OpenAI denies any remaining allegations in this paragraph.

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<sup>1</sup> OpenAI, Inc. is now known as OpenAI Foundation.

<sup>2</sup> OpenAI LP is now known as OpenAI OpCo, LLC.

<sup>3</sup> OAI Corporation, LLC converted in September 2023 from a limited liability company to a corporation named OAI Corporation.

5. Subject to the Court's Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 5 as follows: OpenAI admits that it is an independent company and has entered into agreements with Microsoft that involve compute, commercial, and investment collaboration. OpenAI admits that it offers products named ChatGPT, ChatGPT Enterprise, ChatGPT Plus, and the OpenAI API. OpenAI admits that its GPT models may recognize and process text inputs from a user and generate text outputs in response. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI denies any remaining allegations of this paragraph.

6. Denied.

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

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

9. Denied.

10. To the extent the allegations in this paragraph purport to quote from portions of publicly available documents, the full text of those documents speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

11. OpenAI lacks knowledge or information sufficient to form a belief about the allegations in this paragraph about other entities and their commercial arrangements, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

12. To the extent the allegations in this paragraph purport to quote from portions of a publicly available article, the full text of that article speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning “[a]nalysts,” and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

13. Denied.

14. OpenAI admits that Plaintiffs purport to bring this action as a class action. OpenAI denies the remaining allegations of this paragraph.

#### **RESPONSE TO JURISDICTION & VENUE**

15. 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.

16. For purposes of this action, OpenAI does not contest personal jurisdiction. To the extent the allegations of this paragraph relate to Plaintiffs’ claims against Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

17. OpenAI admits that it provides access to its products, including ChatGPT, ChatGPT Enterprise, ChatGPT Plus, and the OpenAI API, in the United States. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Microsoft, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

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

19. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Plaintiffs, and on that basis denies them. To the extent the allegations of this paragraph relate to Plaintiffs' claims against Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

20. For purposes of this action, OpenAI does not contest venue. To the extent the allegations of this paragraph relate to Plaintiffs' claims against Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

### **RESPONSE TO THE PARTIES**

#### **A. Response to Plaintiffs**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

**B. Response to OpenAI Defendants**

44. OpenAI admits that OpenAI, Inc. was formed in December 2015. OpenAI further admits that OpenAI, Inc. changed its name in October 2025 to OpenAI Foundation. OpenAI

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

45. 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 OpCo, LLC was previously known as OpenAI LP. OpenAI denies any remaining allegations of this paragraph.

46. 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 the sole member of OpenAI, L.L.C. OpenAI denies any remaining allegations of this paragraph.

47. OpenAI admits that OpenAI, L.L.C. is a Delaware limited liability company with a principal place of business in San Francisco, California. OpenAI admits that OpenAI, L.L.C. was formed in September 2020. OpenAI admits that OpenAI, L.L.C. is a subsidiary of OpenAI OpCo, LLC, an indirect subsidiary of OpenAI Global, LLC and OpenAI Foundation (formerly OpenAI, Inc.), and that Microsoft has a minority economic interest in OpenAI Global, LLC. OpenAI denies any remaining allegations of this paragraph.

48. 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 OpenAI Global, LLC is a subsidiary of OAI Corporation and OpenAI Global Holdco, Inc. OpenAI admits that Microsoft has a minority economic interest in OpenAI Global, LLC. OpenAI denies any remaining allegations of this paragraph.

49. Denied.



50. OpenAI admits that OpenAI Holdings, LLC is a Delaware limited liability company. OpenAI denies any remaining allegations of this paragraph.

51. Admitted.

52. Admitted.

53. Admitted.

**C. Response to Microsoft**

54. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions of a publicly available document, the full text of that document speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI admits that Microsoft committed to a multiyear, multibillion-dollar investment in OpenAI. OpenAI admits that it has agreements with Microsoft that involve compute, commercial, and investment collaboration. OpenAI admits that it has worked with Microsoft to build multiple supercomputing systems powered by Azure, which have been used to train its models. OpenAI admits that Microsoft has a minority economic interest in OpenAI Global, LLC. OpenAI denies any remaining allegations of this paragraph.

**RESPONSE TO FACTUAL ALLEGATIONS**

**A. Response to Generative AI and Large Language Models**

55. Denied.

56. OpenAI admits that the term “generative artificial intelligence” encompasses, but is not limited to, systems that are capable of generating new content in response to user inputs. OpenAI denies any remaining allegations of this paragraph.

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

58. OpenAI admits that its services—such as ChatGPT and its API—provide access to its models, which are computer programs developed using artificial intelligence and machine learning techniques. OpenAI admits that its models are developed using large amounts of computational power to learn from a large amount of data, in order to perform a broad range of tasks related to that data. OpenAI denies any remaining allegations of this paragraph.

59. OpenAI admits that its LLMs are complex mathematical functions developed using artificial intelligence and machine learning techniques. OpenAI admits that this process includes, as one of many steps, breaking textual examples into “tokens” that are mapped to corresponding “vectors” or sequences of numbers. OpenAI admits that these vectors capture statistical relationships and characteristics associated with each token, which can be used to, among other things, distinguish different contextual uses of a token. OpenAI denies any remaining allegations of this paragraph.

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

61. 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.

62. OpenAI admits that its models are made up of large sets of numbers called “weights” or “parameters.” 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.

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

64. Denied.

65. Denied.

66. Denied.

67. Denied.

68. Denied.

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

70. OpenAI admits that the OpenAI API supports a parameter called "temperature." OpenAI admits that higher "temperature" values will make a model's output more random, while lower values will make it more deterministic. OpenAI denies any remaining allegations of this paragraph.

71. OpenAI admits that a pre-trained model may be fine-tuned. OpenAI admits that this process involves conducting further training through which the model's parameters or "weights" are adjusted to improve or adjust specific aspects of a model's behavior, like its ability to

understand and answer questions or to provide useful and safe responses. OpenAI denies any remaining allegations of this paragraph.

72. Denied.

73. Denied.

74. Denied.

75. Denied.

**B. Response to OpenAI's Willful Infringement of Plaintiffs' Copyrights**

**1. Response to OpenAI**

76. OpenAI admits that OpenAI, Inc. was founded in 2015 as a nonprofit artificial intelligence research company, with a goal to advance digital intelligence in the way that is most likely to benefit humanity as a whole, unconstrained by a need to generate financial return. OpenAI denies the remaining allegations of this paragraph.

77. Denied.

78. OpenAI admits that, in 2019, Microsoft committed to invest \$1 billion in OpenAI to support building artificial general intelligence with widely distributed economic benefits. OpenAI admits that Microsoft has made additional investments in OpenAI. OpenAI denies the remaining allegations of this paragraph.

79. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about “[i]ndustry observers,” and on that basis denies them.

**2. Response to GPT-N and ChatGPT**

80. OpenAI admits that “GPT” stands for “Generative Pre-trained Transformer.” OpenAI admits that this is a type of LLM architecture. OpenAI admits that “Generative” refers to the models’ ability to generate text, “Pre-trained” refers to the use of material, including textual

material, for training, and “Transformer” refers to the model architecture. OpenAI denies any remaining allegations of this paragraph.

81. OpenAI admits that GPT-1 was first launched by OpenAI in June 2018.

82. OpenAI admits that GPT-2 was first launched by OpenAI in February 2019.

83. OpenAI admits that GPT-3 was first launched in 2020. OpenAI denies any remaining allegations of this paragraph.

84. OpenAI admits that GPT-3.5 was first launched in 2022. OpenAI denies any remaining allegations of this paragraph.

85. OpenAI admits that ChatGPT was released in November 2022 and fine-tuned from a model in the GPT-3.5 series. OpenAI denies any remaining allegations of this paragraph.

86. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about “estimate[s],” and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

87. To the extent the allegations in this paragraph purport to quote from portions of publicly available documents, the full text of those documents speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with those documents, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

88. OpenAI admits that GPT-4 was first launched in March 2023. OpenAI denies the remaining allegations of this paragraph.

89. Subject to the Court’s Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 89 as follows: OpenAI admits that it offers a subscription plan, ChatGPT Plus, available for \$20 per month and that GPT-4, GPT-4 Turbo, GPT-

4o, and GPT-4o Mini are available through that plan. OpenAI admits that it offers a subscription plan, ChatGPT Pro, available for \$200 per month and that GPT-4, GPT-4 Turbo, GPT-4o, and GPT-4o Mini are available through that plan. OpenAI denies any remaining allegations of this paragraph.

90. Paragraph 90 has been struck by the Court's Order dated October 27, 2025, regarding models in scope. No response is required.

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

92. To the extent the allegations in this paragraph purport to quote from portions of a publicly available comment, the full text of that comment speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI admits that GPT-4 is available for ChatGPT Enterprise. OpenAI denies any remaining allegations of this paragraph.

93. Subject to the Court's Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 93 as follows: OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Microsoft, and on that basis OpenAI denies them.

94. Denied.

95. 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 lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about "[a]nalysts," and

on that basis denies them. OpenAI admits that the Microsoft 365 Copilot add-on uses at least some OpenAI technology. OpenAI denies any remaining allegations of this paragraph.

### **3. Response to Knowingly “Training” GPT-N on Copyrighted Books**

96. Subject to the Court’s Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 96 as follows: 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.

97. Subject to the Court’s Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 97 as follows: The allegations of this paragraph state a legal conclusion to which no response is required. To the extent a response is deemed required, OpenAI denies the allegations.

98. Denied.

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

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

101. To the extent the allegations in this paragraph purport to quote from portions of a publicly available comment, the full text of that comment speaks for itself. To the extent the

allegations in 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. Denied.

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

104. Denied.

105. Denied.

106. OpenAI admits that ChatGPT may provide the statement “I can’t provide verbatim excerpts from copyrighted texts” in response to user prompts. OpenAI denies any remaining allegations of this paragraph.

107. Denied.

108. Denied.

109. Denied.

110. 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.

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

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



113. Denied.

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

115. To the extent the allegations in this paragraph purport to quote from portions of a publicly available paper, the full text of the paper speaks for itself. To the extent the allegations in 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 remaining allegations of this paragraph, and on that basis denies them.

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

117. 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 admits that GPT-3 is a 175 billion parameter autoregressive language model. OpenAI denies any remaining allegations of this paragraph.

118. Denied.

119. To the extent the allegations in this paragraph purport to quote from or reference portions of a publicly available article, the full text of the article speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI admits that the books1 and books2 datasets included content from LibGen. OpenAI admits that the books1 and books2 datasets, or subsets of those datasets, were used in training now-deprecated GPT-3 and GPT-3.5. OpenAI denies any remaining allegations of this paragraph.

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

121. Denied.

**C. Response to The Microsoft-OpenAI Partnership**

122. Denied.

123. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions of a publicly available article, the full text of that article speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI admits that it has worked with Microsoft to build multiple supercomputing systems powered by Azure, which have been used to train its models. OpenAI denies any remaining allegations of this paragraph.

124. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions of a publicly available interview, the full text of that interview speaks for itself. To the extent the allegations in 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.

126. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis

OpenAI denies them. OpenAI admits that it has had agreements with Microsoft since 2019 that involve compute, commercial, and investment collaboration. OpenAI denies any remaining allegations of this paragraph.

127. Subject to the Court's Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 127 as follows: To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI admits that it has agreements with Microsoft that involve compute, commercial, and investment collaboration. OpenAI admits that it has worked with Microsoft to build multiple supercomputing systems powered by Azure, which have been used to train its models. OpenAI denies any remaining allegations of this paragraph.

128. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI admits that it has agreements with Microsoft that involve compute, commercial, and investment collaboration. OpenAI admits that it has worked with Microsoft to build multiple supercomputing systems powered by Azure, which have been used to train its models. OpenAI denies any remaining allegations of this paragraph.

129. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI admits that it has agreements with Microsoft that involve compute, commercial, and investment collaboration. OpenAI admits that it has worked with Microsoft to build multiple supercomputing systems powered by Azure, which have been used to train its models. To the extent the allegations in this paragraph purport to quote from portions of a publicly

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

130. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI admits that it has worked with Microsoft to build multiple supercomputing systems powered by Azure, which have been used to train its models. To the extent the allegations in this paragraph purport to quote from portions of a publicly available press release, the full text of the press release speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

131. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions of a publicly available interview and speech, the full text of the interview or speech speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with the interview or speech, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

132. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI admits that it has agreements with Microsoft that involve compute, commercial, and investment collaboration. OpenAI denies any remaining allegations of this paragraph.

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

134. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions of a publicly available comment, the full text of the comment speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

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

136. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions of a publicly available article, the full text of that article speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with it, OpenAI denies those allegations. OpenAI denies any remaining allegations of this paragraph.

137. OpenAI admits that Sam Altman rejoined OpenAI as CEO in November 2023. OpenAI denies any remaining allegations of this paragraph.

138. To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. To the extent the allegations in this paragraph purport to quote from portions

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

139. To the extent the allegations in this paragraph purport to quote from portions of a publicly available blog post and interview, the full text of the blog post or interview speaks for itself. To the extent the allegations in this paragraph purport to summarize or characterize or are inconsistent with the blog post or interview, OpenAI denies those allegations. OpenAI lacks knowledge or information sufficient to admit or deny the remaining allegations of this paragraph, and on that basis OpenAI denies them.

**D. Response to GPT-N's and ChatGPT's Harm to Authors**

140. Denied.

141. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about Goldman Sachs, 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 the Authors Guild, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

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

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

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

146. OpenAI lacks knowledge or information sufficient to admit or deny whether ChatGPT has provided verbatim quotes from or summaries of any particular text and denies those allegations on that basis. OpenAI denies any remaining allegations of this paragraph.

147. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about “[b]usinesses” other than OpenAI, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

148. OpenAI admits that its models are made available through OpenAI’s API platform. OpenAI lacks knowledge or information sufficient to admit or deny the remaining allegations of this paragraph, and on that basis denies them.

149. Denied.

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

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

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

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

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

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

156. OpenAI admits that it is aware of the “Open Letter” at <https://authorsguild.org/app/uploads/2024/09/Authors-Guild-Open-Letter-to-Generative-AILeaders.pdf>. OpenAI denies any remaining allegations of this paragraph.

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

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

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

160. Denied.

**E. Response to Defendants Have Profited from Their Unlicensed Exploitation of Copyrighted Material at the Expense of Authors**

161. Subject to the Court’s Order dated October 27, 2025, regarding models in scope, OpenAI responds to the allegations of Paragraph 161 as follows: To the extent the allegations in this paragraph are directed at Microsoft, OpenAI lacks knowledge or information sufficient to admit or deny the allegations, and on that basis OpenAI denies them. OpenAI admits that it offers pricing for ChatGPT individual, business, and enterprise plans available at <https://chatgpt.com/pricing/>. OpenAI denies any remaining allegations of this paragraph.



162. OpenAI admits that ChatGPT had over 100 million weekly active users as of November 2023. OpenAI admits that it has generated revenue through ChatGPT Plus and ChatGPT Enterprise. OpenAI denies any remaining allegations of this paragraph.

163. 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 any remaining allegations of this paragraph.

164. 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 any remaining allegations of this paragraph.

165. Denied.

**F. Response to Defendants Exploited Each of Plaintiffs' Copyrighted Works**

166. 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.

167. 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.

168. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph about why Plaintiffs have made specific allegations in this case. OpenAI denies any remaining allegations of this paragraph.

169. Denied.

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

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

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

173. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Baldacci's or Columbus Rose, Ltd.'s copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

174. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

175. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

177. Denied.

178. Denied.

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

180. Denied.

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

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

183. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning book summaries, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

184. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Branch's copyright ownership, and on that basis denies them. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

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

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

187. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Connelly's or Hieronymus, Inc.'s copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

188. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

189. Denied.

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

191. Denied.

192. Denied.

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

194. Denied.

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

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

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

198. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Day's or Sylvia Day LLC's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

199. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

200. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

202. Denied.

203. Denied.

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

205. Denied.

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

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

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

209. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Franzen's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

210. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

211. Denied.

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

213. Denied.

214. Denied.

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

216. Denied.

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

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

219. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Golden's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

220. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

221. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

223. Denied.

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

225. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

226. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

228. Denied.

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

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

231. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Grisham's or Belfry Holdings, Inc.'s copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

232. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

233. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

235. Denied.

236. Denied.

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

238. Denied.

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

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

241. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

242. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

244. Denied.

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

246. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

247. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

249. Denied.

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

251. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Martin's or Wo & Shade LLC's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

252. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

253. Denied.

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

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

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

257. Denied.

258. Denied.

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

260. Denied.

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

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

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

264. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Picoult's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

265. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

266. Denied.

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

268. Denied.

269. Denied.

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

271. Denied.

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

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

274. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Schiff's or Gattopardo, LLC's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

275. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

276. To the extent the allegations in 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 any remaining allegations of this paragraph.

277. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning book summaries, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

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

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

280. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning book summaries, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

281. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph regarding Plaintiff Shapiro's copyright ownership, and on that basis denies them.

OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

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

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

284. OpenAI lacks knowledge or information sufficient to admit or deny the allegations of this paragraph concerning Plaintiff Authors Guild's copyright ownership, and on that basis denies them. OpenAI denies any remaining allegations of this paragraph.

285. OpenAI admits that Exhibit A to the Complaint purports to contain copyright registration information. OpenAI denies any remaining allegations of this paragraph.

286. To the extent the allegations in 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 any remaining allegations of this paragraph.

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

288. Denied.

289. Denied.

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

291. Denied.

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

**RESPONSE TO CLASS ALLEGATIONS**

**A. Response to Class Definitions**

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

294. Denied.

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

**B. Response to Rules 23(a) and 23(g)**

296. Denied.

297. Denied.

298. Denied.

299. Denied.

300. Denied.

301. Denied.

**C. Response to Rule 23(b)**

302. Denied.

303. Denied.

304. Denied.

305. Denied.

306. Denied.

**D. Response to Rule 23(c)(4)**

307. Denied.

**RESPONSE TO CLAIMS FOR RELIEF**

**RESPONSE TO COUNT I: COPYRIGHT INFRINGEMENT (17 U.S.C. § 501)**

**By Plaintiffs and the Class Against OpenAI and Microsoft**

308. This paragraph incorporates by references 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 all allegations set forth in paragraphs 1–307 as if fully set forth herein.

309. Denied.

310. Denied.

311. Denied.

312. Denied.

313. Denied.

314. Denied.

**RESPONSE TO COUNT II: VICARIOUS COPYRIGHT INFRINGEMENT**

**By Plaintiffs and the Class Against Microsoft, OpenAI Inc., and OpenAI GP LLC**

315. This paragraph incorporates by references 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 all allegations set forth in paragraphs 1–314 as if fully set forth herein.

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

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

318. Denied.

319. Denied.

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

**RESPONSE TO COUNT III: CONTRIBUTORY INFRINGEMENT**

**By Plaintiffs and the Class Against Microsoft, OpenAI, Inc., OpenAI GP LLC, OpenAI Global LLC, OpenAI LLC, OAI Corporation LLC, OpenAI Holdings LLC, OpenAI Startup Fund I LP, OpenAI Startup Fund GP I LLC, and OpenAI Startup Fund Management LLC**

321. This paragraph incorporates by references 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 all allegations set forth in paragraphs 1–320 as if fully set forth herein.

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

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

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

325. Denied.

326. Denied.

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

#### **RESPONSE TO PRAYER FOR RELIEF**

328. In response to the Prayer for Relief, OpenAI denies that Plaintiffs are entitled to the requested relief, or to any relief whatsoever.

#### **RESPONSE TO DEMAND FOR JURY TRIAL**

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

#### **AFFIRMATIVE DEFENSES**

In further answer to the allegations made by Plaintiffs in the Consolidated Class Action 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 fail in whole or in part because the complained-of use was validly licensed by express or implied license.

**FIFTH AFFIRMATIVE DEFENSE**

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

**SIXTH AFFIRMATIVE DEFENSE**

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

**SEVENTH AFFIRMATIVE DEFENSE**

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

**EIGHTH AFFIRMATIVE DEFENSE**

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

**NINTH 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).

**TENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, to the extent they claim rights to elements of works or to works that 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.

**ELEVENTH AFFIRMATIVE DEFENSE**

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

**TWELFTH AFFIRMATIVE DEFENSE**

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

**THIRTEENTH AFFIRMATIVE DEFENSE**

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

**FOURTEENTH AFFIRMATIVE DEFENSE**

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

**FIFTEENTH AFFIRMATIVE DEFENSE**

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

**SIXTEENTH 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.

**SEVENTEENTH 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.

**EIGHTEENTH 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).

**NINETEENTH AFFIRMATIVE DEFENSE**

Plaintiffs' 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.

**TWENTIETH AFFIRMATIVE DEFENSE**

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

**TWENTY-FIRST 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: November 17, 2025

/s/ Allison S. Blanco

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