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14 *Counsel for Individual and Representative Plaintiffs*
 15 *and the Proposed Class*

16 **UNITED STATES DISTRICT COURT**
 17 **NORTHERN DISTRICT OF CALIFORNIA**
SAN FRANCISCO DIVISION

18 PAUL TREMBLAY, an individual and
 19 MONA AWAD, an individual,
 20 Individual and Representative Plaintiffs,

21 v.

22 OPENAI, INC., a Delaware nonprofit corporation; OPENAI,
 23 L.P., a Delaware limited partnership; OPENAI OP CO, L.L.C., a
 24 Delaware limited liability corporation; OPENAI GP, L.L.C., a
 25 Delaware limited liability company; OPENAI STARTUP FUND
 26 GP I, L.L.C., a Delaware limited liability company; OPENAI
 27 STARTUP FUND I, L.P., a Delaware limited partnership; and
 OPENAI STARTUP FUND MANAGEMENT, LLC, a Delaware
 limited liability company,

28 Defendants.

Case No.

COMPLAINT

CLASS ACTION

DEMAND FOR JURY TRIAL

1 Plaintiffs Paul Tremblay and Mona Awad (“Plaintiffs”), on behalf of themselves and all others
2 similarly situated, bring this Class Action Complaint (the “Complaint”) against Defendants OpenAI,
3 Inc., OpenAI, L.P., OpenAI OpCo, L.L.C., OpenAI GP, L.L.C., OpenAI Startup Fund I, L.P., OpenAI
4 Startup Fund GP I, L.L.C. and OpenAI Startup Fund Management, LLC for direct copyright
5 infringement, vicarious copyright infringement, violations of section 1202(b) of the Digital Millennium
6 Copyright Act, unjust enrichment, violations of the California and common law unfair competition
7 laws, and negligence. Plaintiffs seek to recover injunctive relief and damages as a result and
8 consequence of Defendants’ unlawful conduct.

9 I. OVERVIEW

10 1. ChatGPT is a software product created, maintained, and sold by OpenAI.

11 2. ChatGPT is powered by two AI software programs called GPT-3.5 and GPT-4, also
12 known as *large language models*. Rather than being programmed in the traditional way, a large language
13 model is “trained” by copying massive amounts of text and extracting expressive information from it.
14 This body of text is called the *training dataset*. Once a large language model has copied and ingested the
15 text in its training dataset, it is able to emit convincingly naturalistic text outputs in response to user
16 prompts.

17 3. A large language model’s output is therefore entirely and uniquely reliant on the
18 material in its training dataset. Every time it assembles a text output, the model relies on the
19 information it extracted from its training dataset.

20 4. Plaintiffs and Class members are authors of books. Plaintiffs and Class members have
21 registered copyrights in the books they published. Plaintiffs and Class members did not consent to the
22 use of their copyrighted books as training material for ChatGPT. Nonetheless, their copyrighted
23 materials were ingested and used to train ChatGPT.

24 5. Indeed, when ChatGPT is prompted, ChatGPT generates summaries of Plaintiffs’
25 copyrighted works—something only possible if ChatGPT was trained on Plaintiffs’ copyrighted works.

26 6. Defendants, by and through the use of ChatGPT, benefit commercial and profit richly
27 from the use of Plaintiffs’ and Class members’ copyrighted materials.

28

1 **II. JURISDICTION AND VENUE**

2 7. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this case
3 arises under the Copyright Act (17 U.S.C. § 501) and the Digital Millenium Copyright Act (17 U.S.C. §
4 1202).

5 8. Jurisdiction and venue is proper in this judicial district under 28 U.S.C. § 1391(c)(2)
6 because defendant OpenAI, Inc. is headquartered in this district, and thus a substantial part of the
7 events giving rise to the claim occurred in this district; and because a substantial part of the events
8 giving rise to Plaintiffs’ claims occurred in this District, and a substantial portion of the affected
9 interstate trade and commerce was carried out in this District. Each Defendant has transacted business,
10 maintained substantial contacts, and/or committed overt acts in furtherance of the illegal scheme and
11 conspiracy throughout the United States, including in this District. Defendants’ conduct has had the
12 intended and foreseeable effect of causing injury to persons residing in, located in, or doing business
13 throughout the United States, including in this District.

14 9. Under Civil Local Rule 3.2(c) and (e), assignment of this case to the San Francisco
15 Division is proper because defendant OpenAI, Inc. is headquartered in San Francisco, a substantial
16 amount part of the events giving rise to Plaintiffs’ claims and the interstate trade and commerce
17 involved and affected by Defendants’ conduct giving rise to the claims herein occurred in this Division.

18 **III. PARTIES**

19 **A. Plaintiffs**

20 10. Plaintiff Paul Tremblay is a writer who lives in Massachusetts. Plaintiff Tremblay owns
21 registered copyrights in several books, including *The Cabin at the End of the World*. This book contains
22 the copyright-management information customarily included in published books, including the name of
23 the author and the year of publication.

24 11. Plaintiff Mona Awad is a writer who lives in Massachusetts. Plaintiff Awad owns
25 registered copyrights in several books, including *13 Ways of Looking at a Fat Girl* and *Bunny*. These
26 books contain the copyright-management information customarily included in published books,
27 including the name of the author and the year of publication.

1 12. A nonexhaustive list of registered copyrights owned by Plaintiffs is included as

2 **Exhibit A.**

3 **B. Defendants**

4 13. Defendant OpenAI, Inc. is a Delaware nonprofit corporation with its principal place of
5 business located at 3180 18th St, San Francisco, CA 94110.

6 14. Defendant OpenAI, L.P. is a Delaware limited partnership with its principal place of
7 business located at 3180 18th St, San Francisco, CA 94110. OpenAI, L.P. is a wholly owned subsidiary
8 of OpenAI Inc. that is operated for profit. OpenAI, Inc. controls OpenAI, L.P. directly and through the
9 other OpenAI entities.

10 15. Defendant OpenAI OpCo, L.L.C. is a Delaware limited liability company with its
11 principal place of business located at 3180 18th Street, San Francisco, CA 94110. OpenAI OpCo,
12 L.L.C. is a wholly owned subsidiary of OpenAI, Inc. that is operated for profit. OpenAI, Inc. controls
13 OpenAI OpCo, L.L.C. directly and through the other OpenAI entities.

14 16. Defendant OpenAI GP, L.L.C. (“OpenAI GP”) is a Delaware limited liability company
15 with its principal place of business located at 3180 18th Street, San Francisco, CA 94110. OpenAI GP is
16 the general partner of OpenAI, L.P. OpenAI GP manages and operates the day-to-day business and
17 affairs of OpenAI, L.P. OpenAI GP was aware of the unlawful conduct alleged herein and exercised
18 control over OpenAI, L.P. throughout the Class Period. OpenAI, Inc. directly controls OpenAI GP.

19 17. Defendant OpenAI Startup Fund I, L.P. (“OpenAI Startup Fund I”) is a Delaware
20 limited partnership with its principal place of business located at 3180 18th Street, San Francisco, CA
21 94110. OpenAI Startup Fund I was instrumental in the foundation of OpenAI, L.P., including the
22 creation of its business strategy and providing initial funding. OpenAI Startup Fund I was aware of the
23 unlawful conduct alleged herein and exercised control over OpenAI, L.P. throughout the Class Period.

24 18. Defendant OpenAI Startup Fund GP I, L.L.C. (“OpenAI Startup Fund GP I”) is a
25 Delaware limited liability company with its principal place of business located at 3180 18th Street, San
26 Francisco, CA 94110. OpenAI Startup Fund GP I is the general partner of OpenAI Startup Fund I.
27 OpenAI Startup Fund GP I is a party to the unlawful conduct alleged herein. OpenAI Startup Fund GP
28 I manages and operates the day-to-day business and affairs of OpenAI Startup Fund I.

1 19. Defendant OpenAI Startup Fund Management, LLC (“OpenAI Startup Fund
2 Management”) is a Delaware limited liability company with its principal place of business located at
3 3180 18th Street, San Francisco, CA 94110. OpenAI Startup Fund Management is a party to the
4 unlawful conduct alleged herein. OpenAI Startup Fund Management was aware of the unlawful
5 conduct alleged herein and exercised control over OpenAI, L.P. throughout the Class Period.

6 IV. AGENTS AND CO-CONSPIRATORS

7 20. The unlawful acts alleged against the Defendants in this class action complaint were
8 authorized, ordered, or performed by the Defendants’ respective officers, agents, employees,
9 representatives, or shareholders while actively engaged in the management, direction, or control of the
10 Defendants’ businesses or affairs. The Defendants’ agents operated under the explicit and apparent
11 authority of their principals. Each Defendant, and its subsidiaries, affiliates, and agents operated as a
12 single unified entity.

13 21. Various persons and/or firms not named as Defendants may have participated as co-
14 conspirators in the violations alleged herein and may have performed acts and made statements in
15 furtherance thereof. Each acted as the principal, agent, or joint venture of, or for other Defendants with
16 respect to the acts, violations, and common course of conduct alleged herein.

17 V. FACTUAL ALLEGATIONS

18 22. OpenAI creates and sells artificial-intelligence software products. *Artificial intelligence* is
19 commonly abbreviated “AI.” AI software is designed to algorithmically simulate human reasoning or
20 inference, often using statistical methods.

21 23. Certain AI products created and sold by OpenAI are known as *large language models*. A
22 large language model (or “LLM” for short) is AI software designed to parse and emit natural language.
23 Though a large language model is a software program, it is not created the way most software programs
24 are—that is, by human software engineers writing code. Rather, a large language model is “trained” by
25 copying massive amounts of text from various sources and feeding these copies into the model. This
26 corpus of input material is called the *training dataset*. During training, the large language model copies
27 each piece of text in the training dataset and extracts expressive information from it. The large language
28 model progressively adjusts its output to more closely resemble the sequences of words copied from

1 the training dataset. Once the large language model has copied and ingested all this text, it is able to
2 emit convincing simulations of natural written language as it appears in the training dataset.

3 24. Much of the material in OpenAI’s training datasets, however, comes from copyrighted
4 works—including books written by Plaintiffs—that were copied by OpenAI without consent, without
5 credit, and without compensation.

6 25. Authors, including Plaintiffs, publish books with certain copyright management
7 information. This information includes the book’s title, the ISBN number or copyright number, the
8 author’s name, the copyright holder’s name, and terms and conditions of use. Most commonly, this
9 information is found on the back of the book’s title page and is customarily included in all books,
10 regardless of genre.

11 26. OpenAI has released a series of large language models, including GPT-1 (released June
12 2018), GPT-2 (February 2019), GPT-3 (May 2020), GPT-3.5 (March 2022), and most recently GPT-4
13 (March 2023). “GPT” is an abbreviation for “generative pre-trained transformer,” where *pre-trained*
14 refers to the use of textual material for training, *generative* refers to the model’s ability to emit text, and
15 *transformer* refers to the underlying training algorithm. Together, OpenAI’s large language models will
16 be referred to as the “OpenAI Language Models.”

17 27. Many kinds of material have been used to train large language models. Books, however,
18 have always been a key ingredient in training datasets for large language models because books offer the
19 best examples of high-quality longform writing.

20 28. For instance, in its June 2018 paper introducing GPT-1 (called “Improving Language
21 Understanding by Generative Pre-Training”), OpenAI revealed that it trained GPT-1 on BookCorpus,
22 a collection of “over 7,000 unique unpublished books from a variety of genres including Adventure,
23 Fantasy, and Romance.” OpenAI confirmed why a dataset of books was so valuable: “Crucially, it
24 contains long stretches of contiguous text, which allows the generative model to learn to condition on
25 long-range information.” Hundreds of large language models have been trained on BookCorpus,
26 including those made by OpenAI, Google, Amazon, and others.

27 29. BookCorpus, however, is a controversial dataset. It was assembled in 2015 by a team of
28 AI researchers for the purpose of training language models. They copied the books from a website

1 called Smashwords.com that hosts unpublished novels that are available to readers at no cost. Those
2 novels, however, are largely under copyright. They were copied into the BookCorpus dataset without
3 consent, credit, or compensation to the authors.

4 30. OpenAI also copied many books while training GPT-3. In the July 2020 paper
5 introducing GPT-3 (called “Language Models are Few-Shot Learners”), OpenAI disclosed that 15% of
6 the enormous GPT-3 training dataset came from “two internet-based books corpora” that OpenAI
7 simply called “Books1” and “Books2”.

8 31. Tellingly, OpenAI has never revealed what books are part of the Books1 and Books2
9 datasets. Though there are some clues. First, OpenAI admitted these are “internet-based books
10 corpora”. Second, both Books1 and Books2 are apparently much larger than BookCorpus. Based on
11 numbers given in OpenAI’s paper about GPT-3, Books1 is apparently about nine times larger; Books2
12 is about 42 times larger. Since BookCorpus contained about 7,000 titles, this suggests Books1 would
13 contain about 63,000 titles; Books2 would contain about 294,000 titles.

14 32. But there are only a handful of “internet-based books corpora” that would be able to
15 deliver this much material.

16 33. As noted in Paragraph 31, *supra*, the OpenAI Books1 dataset can be estimated to contain
17 about 63,000 titles. Project Gutenberg is an online archive of e-books whose copyright has expired. In
18 September 2020, Project Gutenberg claimed to have “over 60,000” titles. Project Gutenberg has long
19 been popular for training AI systems due to the lack of copyright. In 2018, a team of AI researchers
20 created the “Standardized Project Gutenberg Corpus”, which contained “more than 50,000 books”.
21 On information and belief, the OpenAI Books1 dataset is based on either the Standardized Project
22 Gutenberg Corpus or Project Gutenberg itself, because of the roughly similar sizes of the two datasets.

23 34. As noted in Paragraph 31, *supra*, the OpenAI Books2 dataset can be estimated to contain
24 about 294,000 titles. The only “internet-based books corpora” that have ever offered that much
25 material are notorious “shadow library” websites like Library Genesis (aka LibGen), Z-Library (aka B-
26 ok), Sci-Hub, and Bibliotik. The books aggregated by these websites have also been available in bulk via
27 torrent systems. These flagrantly illegal shadow libraries have long been of interest to the AI-training
28 community: for instance, an AI training dataset published in December 2020 by EleutherAI called

1 “Books3” includes a recreation of the Bibliotik collection and contains nearly 200,000 books. On
2 information and belief, the OpenAI Books2 dataset includes books copied from these “shadow
3 libraries”, because those are the most sources of trainable books most similar in nature and size to
4 OpenAI’s description of Books2.

5 35. In March 2023, OpenAI’s paper introducing GPT-4 contained no information about its
6 dataset at all: OpenAI claimed that “[g]iven both the competitive landscape and the safety implications
7 of large-scale models like GPT-4, this report contains no further details about . . . dataset
8 construction.” Later in the paper, OpenAI concedes it did “filter[] our dataset . . . to specifically
9 reduce the quantity of inappropriate erotic text content.”

10 **A. Interrogating the OpenAI Language Models using ChatGPT**

11 36. ChatGPT is a language model created and sold by OpenAI. As its name suggests,
12 ChatGPT is designed to offer a conversational style of interaction with a user. OpenAI offers ChatGPT
13 through a web interface to individual users for \$20 per month. Through the web interface, users can
14 choose to use two versions of ChatGPT: one based on the GPT-3.5 model, and one based on the newer
15 GPT-4 model.

16 37. OpenAI also offers ChatGPT to software developers through an application-
17 programming interface (or “API”). The API allows developers to write programs that exchange data
18 with ChatGPT. Access to ChatGPT via the API is billed on the basis of usage.

19 38. Regardless of how accessed—either through the web interface or through the API—
20 ChatGPT allows users to enter text prompts, which ChatGPT then attempts to respond to in a natural
21 way, i.e., ChatGPT can generate answers in a coherent and fluent way that closely mimics human
22 language. If a user prompts ChatGPT with a question, ChatGPT will answer. If a user prompts
23 ChatGPT with a command, ChatGPT will obey. If a user prompts ChatGPT to summarize a
24 copyrighted book, it will do so.

25 39. ChatGPT’s output, like other LLMs, relies on the data upon which it is trained to
26 generate new content. LLMs generate output based on patterns and connections drawn from the
27 training data. For example, if an LLM is prompted to generate a writing in the style of a certain author,
28

1 the LLM would generate content based on patterns and connections it learned from analysis of that
2 author's work within its training data.

3 40. On information and belief, the reason ChatGPT can accurately summarize a certain
4 copyrighted book is because that book was copied by OpenAI and ingested by the underlying OpenAI
5 Language Model (either GPT-3.5 or GPT-4) as part of its training data.

6 41. When ChatGPT was prompted to summarize books written by each of the Plaintiffs, it
7 generated very accurate summaries. These summaries are attached as **Exhibit B**. The summaries get
8 some details wrong. These details are highlighted in the summaries. This is expected, since a large
9 language model mixes together expressive material derived from many sources. Still, the rest of the
10 summaries are accurate, which means that ChatGPT retains knowledge of particular works in the
11 training dataset and is able to output similar textual content. At no point did ChatGPT reproduce any
12 of the copyright management information Plaintiffs included with their published works.

13 VI. CLASS ALLEGATIONS

14 A. Class Definition

15 42. Plaintiffs bring this action for damages and injunctive relief as a class action under
16 Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), on behalf of the following Class:

17 **All persons or entities domiciled in the United States that own a**
18 **United States copyright in any work that was used as training data**
19 **for the OpenAI Language Models during the Class Period.**

20 43. This Class definition excludes:

- 21 a. any of the Defendants named herein;
- 22 b. any of the Defendants' co-conspirators;
- 23 c. any of Defendants' parent companies, subsidiaries, and affiliates;
- 24 d. any of Defendants' officers, directors, management, employees, subsidiaries,
25 affiliates, or agents;
- 26 e. all governmental entities; and
- 27 f. the judges and chambers staff in this case, as well as any members of their
28 immediate families.

1 **B. Numerosity**

2 44. Plaintiffs do not know the exact number of members in the Class. This information is in
3 the exclusive control of Defendants. On information and belief, there are at least thousands of members
4 in the Class geographically dispersed throughout the United States. Therefore, joinder of all members
5 of the Class in the prosecution of this action is impracticable.

6 **C. Typicality**

7 45. Plaintiffs' claims are typical of the claims of other members of the Class because
8 Plaintiffs and all members of the Class were damaged by the same wrongful conduct of Defendants as
9 alleged herein, and the relief sought herein is common to all members of the Class.

10 **D. Adequacy**

11 46. Plaintiffs will fairly and adequately represent the interests of the members of the Class
12 because the Plaintiffs have experienced the same harms as the members of the Class and have no
13 conflicts with any other members of the Class. Furthermore, Plaintiffs have retained sophisticated and
14 competent counsel who are experienced in prosecuting federal and state class actions, as well as other
15 complex litigation.

16 **E. Commonality and Predominance**

17 47. Numerous questions of law or fact common to each Class arise from Defendants'
18 conduct:

- 19 a. whether Defendants violated the copyrights of Plaintiffs and the Class when they
20 downloaded copies of Plaintiff's copyrighted books and used them to train ChatGPT;
21 b. whether ChatGPT itself is an infringing derivative work based on Plaintiffs' copyrighted
22 books;
23 c. whether the text outputs of ChatGPT are infringing derivative works based on Plaintiffs'
24 copyrighted books;
25 d. whether Defendants violated the DMCA by removing copyright-management
26 information (CMI) from Plaintiffs' copyrighted books.
27 e. Whether Defendants were unjustly enriched by the unlawful conduct alleged herein.
28 f. Whether Defendants' conduct alleged herein constitutes Unfair Competition under

1 California Business and Professions Code section 17200 *et seq.*

2 g. Whether Defendants' conduct alleged herein constitutes unfair competition under the
3 common law.

4 h. Whether this Court should enjoin Defendants from engaging in the unlawful conduct
5 alleged herein. And what the scope of that injunction would be.

6 i. Whether any affirmative defense excuses Defendants' conduct.

7 j. Whether any statutes of limitation limits Plaintiffs' and the Class's potential for recovery.

8 48. These and other questions of law and fact are common to the Class predominate over
9 any questions affecting the members of the Class individually.

10 **F. Other Class Considerations**

11 49. Defendants have acted on grounds generally applicable to the Class. This class action is
12 superior to alternatives, if any, for the fair and efficient adjudication of this controversy. Prosecuting the
13 claims pleaded herein as a class action will eliminate the possibility of repetitive litigation. There will be
14 no material difficulty in the management of this action as a class action. Further, final injunctive relief is
15 appropriate with respect to the Class as a whole.

16 50. The prosecution of separate actions by individual Class members would create the risk
17 of inconsistent or varying adjudications, establishing incompatible standards of conduct for
18 Defendants.

19 **VII. CLAIMS FOR RELIEF**

20 **COUNT I**
21 **Direct Copyright Infringement**
22 **17 U.S.C. § 106**
On Behalf of Plaintiffs and the Class

23 51. Plaintiffs incorporate by reference the preceding factual allegations.

24 52. As the owners of the registered copyrights in books used to train the OpenAI Language
25 Models, Plaintiffs hold the exclusive rights to those texts under 17 U.S.C. § 106.

26 53. Plaintiffs never authorized OpenAI to make copies of their books, make derivative
27 works, publicly display copies (or derivative works), or distribute copies (or derivative works). All those
28 rights belong exclusively to Plaintiffs under copyright law.

1 54. On information and belief, to train the OpenAI Language Models, OpenAI relied on
2 harvesting mass quantities of textual material from the public internet, including Plaintiffs' books,
3 which are available in digital formats.

4 55. OpenAI made copies of Plaintiffs' books during the training process of the OpenAI
5 Language Models without Plaintiffs' permission. Specifically, OpenAI copied at least Plaintiff
6 Tremblay's book *The Cabin at the End of the World*; and Plaintiff Awad's books *13 Ways of Looking at a*
7 *Fat Girl* and *Bunny*. Together, these books are referred to as the **Infringed Works**.

8 56. Because the OpenAI Language Models cannot function without the expressive
9 information extracted from Plaintiffs' works (and others) and retained inside them, the OpenAI
10 Language Models are themselves infringing derivative works, made without Plaintiffs' permission and
11 in violation of their exclusive rights under the Copyright Act.

12 57. Plaintiffs have been injured by OpenAI's acts of direct copyright infringement. Plaintiffs
13 are entitled to statutory damages, actual damages, restitution of profits, and other remedies provided
14 by law.

15 **COUNT 2**
16 **Vicarious Copyright Infringement**
17 **17 U.S.C. § 106**
On Behalf of Plaintiffs and the Class

18 58. Plaintiffs incorporate by reference the preceding factual allegations.

19 59. Because the output of the OpenAI Language Models is based on expressive information
20 extracted from Plaintiffs' works (and others), every output of the OpenAI Language Models is an
21 infringing derivative work, made without Plaintiffs' permission and in violation of their exclusive rights
22 under the Copyright Act.

23 60. OpenAI has the right and ability to control the output of the OpenAI Language Models.
24 OpenAI has benefited financially from the infringing output of the OpenAI Language Models.
25 Therefore, every output from the OpenAI Language Models constitutes an act of vicarious copyright
26 infringement.

1 61. Plaintiffs have been injured by OpenAI's acts of vicarious copyright infringement.
2 Plaintiffs are entitled to statutory damages, actual damages, restitution of profits, and other remedies
3 provided by law.

4 **COUNT 3**
5 **Digital Millenium Copyright Act—Removal of Copyright Management Information**
6 **17 U.S.C. § 1202(b)**
7 **On Behalf of Plaintiffs and the Class**

8 62. Plaintiffs incorporate by reference the preceding factual allegations.

9 63. Plaintiffs included one or more forms of copyright-management information (“CMI”)
10 in each of the Plaintiffs’ Infringed Works, including: copyright notice, title and other identifying
11 information, the name or other identifying information about the owners of each book, terms and
12 conditions of use, and identifying numbers or symbols referring to CMI.

13 64. Without the authority of Plaintiffs and the Class, OpenAI copied the Plaintiffs’
14 Infringed Works and used them as training data for the OpenAI Language Models. By design, the
15 training process does not preserve any CMI. Therefore, OpenAI intentionally removed CMI from the
16 Plaintiffs’ Infringed Works in violation of 17 U.S.C. § 1202(b)(1).

17 65. Without the authority of Plaintiffs and the Class, Defendants created derivative works
18 based on Plaintiffs’ Infringed Works. By distributing these works without their CMI, OpenAI violated
19 17 U.S.C. § 1202(b)(3).

20 66. OpenAI knew or had reasonable grounds to know that this removal of CMI would
21 facilitate copyright infringement by concealing the fact that every output from the OpenAI Language
22 Models is an infringing derivative work, synthesized entirely from expressive information found in the
23 training data.

24 67. Plaintiffs have been injured by OpenAI’s removal of CMI. Plaintiffs are entitled to
25 statutory damages, actual damages, restitution of profits, and other remedies provided by law.

26 **COUNT 4**
27 **Unfair Competition**
28 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***
On Behalf of Plaintiffs and the Class

68. Plaintiffs incorporate by reference the preceding factual allegations.

1 69. Defendants have engaged in unlawful business practices, including violating Plaintiffs'
2 rights under the DMCA, and using Plaintiffs' Infringed Works to train ChatGPT without Plaintiffs' or
3 the Class's authorization.

4 70. The unlawful business practices described herein violate California Business and
5 Professions Code section 17200 *et seq.* (the "UCL") because that conduct is otherwise unlawful by
6 violating the DMCA.

7 71. The unlawful business practices described herein violate the UCL because they are
8 unfair, immoral, unethical, oppressive, unscrupulous or injurious to consumers, because, among other
9 reasons, Defendants used Plaintiffs' protected works to train ChatGPT for Defendants' own
10 commercial profit without Plaintiffs' and the Class's authorization. Defendants further knowingly
11 designed ChatGPT to output portions or summaries of Plaintiffs' copyrighted works without
12 attribution, and they unfairly profit from and take credit for developing a commercial product based on
13 unattributed reproductions of those stolen writing and ideas.

14 72. The unlawful business practices described herein violate the UCL because consumers
15 are likely to be deceived. Defendants knowingly and secretly trained ChatGPT on unauthorized
16 copies of Plaintiffs' copyright-protected work. Further Defendants deceptively designed ChatGPT to
17 output without any CMI or other credit to Plaintiffs and Class members whose Infringed Works
18 comprise ChatGPT's training dataset. Defendants deceptively marketed their product in a manner that
19 fails to attribute the success of their product to the copyright-protected work on which it is based.

20 **COUNT 5**
21 **Negligence**
22 **On Behalf of Plaintiffs and the Class**

23 73. Plaintiffs incorporate by reference the preceding factual allegations.

24 74. Defendants owed a duty of care toward Plaintiffs and the Class based upon Defendants'
25 relationship to them. This duty is based upon Defendants' obligations, custom and practice, right to
26 control information in its possession, exercise of control over the information in its possession,
27 authority to control the information in its possession, and the commission of affirmative acts that result
28 in said harms and losses. Additionally, this duty is based on the requirements of California Civil Code

1 section 1714, requiring all “persons,” including Defendants, to act in a reasonable manner toward
2 others.

3 75. Defendants breached their duties by negligently, carelessly, and recklessly collecting,
4 maintaining and controlling Plaintiffs’ and Class members’ Infringed Works and engineering,
5 designing, maintaining and controlling systems—including ChatGPT—which are trained on Plaintiffs’
6 and Class members’ Infringed Works without their authorization.

7 76. Defendants owed Plaintiffs and Class members a duty of care to maintain Plaintiffs’
8 Infringed Works once collected and ingested for training ChatGPT.

9 77. Defendants also owed Plaintiffs and Class members a duty of care to not use the
10 Infringed Works in a way that would foreseeably cause Plaintiffs and Class members injury, for
11 instance, by using the Infringed Works to train ChatGPT.

12 78. Defendants breached their duties by, *inter alia*, using Plaintiffs’ Infringed Works to train
13 ChatGPT.

14 **COUNT 6**
15 **Unjust Enrichment**
16 **On Behalf of Plaintiffs and the Class**

17 79. Plaintiffs incorporate by reference the preceding factual allegations.

18 80. Plaintiffs and the Class have invested substantial time and energy in creating the
19 Infringed Works.

20 81. Defendants have unjustly utilized access to the Infringed Materials to train ChatGPT.

21 82. Plaintiffs did not consent to the unauthorized use of the Infringed Materials to train
22 ChatGPT.

23 83. By using Plaintiffs’ Infringed Works to train ChatGPT, Plaintiffs and the Class were
24 deprived of the benefits of their work, including monetary damages.

25 84. Defendants derived profit and other benefits from the use of the Infringed Materials to
26 train ChatGPT.

27 85. It would be unjust for Defendants to retain those benefits.

28 86. The conduct of Defendants is causing and, unless enjoined and restrained by this Court,

1 will continue to cause Plaintiffs and the Class great and irreparable injury that cannot fully be
2 compensated or measured in money.

3 **VIII. DEMAND FOR JUDGMENT**

4 WHEREFORE, Plaintiffs request that the Court enter judgment on their behalf and on behalf of
5 the Class defined herein, by ordering:

- 6 a) This action may proceed as a class action, with Plaintiffs serving as Class
7 Representatives, and with Plaintiffs' counsel as Class Counsel.
- 8 b) Judgment in favor of Plaintiffs and the Class and against Defendants.
- 9 c) An award of statutory and other damages under 17 U.S.C. § 504 for violations of the
10 copyrights of Plaintiffs and the Class by Defendants.
- 11 d) Permanent injunctive relief, including but not limited to changes to ChatGPT to ensure
12 that all applicable information set forth in 17 U.S.C. § 1203(b)(1) is included when
13 appropriate.
- 14 e) An order of costs and allowable attorney's fees under 17 U.S.C. § 1203(b)(4)–(5).
- 15 f) An award of statutory damages under 17 U.S.C. § 1203(b)(3) and 17 U.S.C. § 1203(c)(3),
16 or in the alternative, an award of actual damages and any additional profits under 17
17 U.S.C. § 1203(c)(2) (including tripling damages under 17 U.S.C. § 1203(c)(4) if
18 applicable).
- 19 g) Pre- and post-judgment interest on the damages awarded to Plaintiffs and the Class, and
20 that such interest be awarded at the highest legal rate from and after the date this class
21 action complaint is first served on Defendants.
- 22 h) Defendants are to be jointly and severally responsible financially for the costs and
23 expenses of a Court approved notice program through post and media designed to give
24 immediate notification to the Class.
- 25 i) Further relief for Plaintiffs and the Class as may be just and proper.

26 **IX. JURY TRIAL DEMANDED**

27 Under Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of all the claims
28 asserted in this Complaint so triable.

1 Dated: June 28, 2023

2 By: /s/ Joseph R. Saveri
3 Joseph R. Saveri

4 Joseph R. Saveri (State Bar No. 130064)
5 Cadio Zirpoli (State Bar No. 179108)
6 Christopher K.L. Young (State Bar No. 318371)
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23 *Counsel for Individual and Representative*
24 *Plaintiffs and the Proposed Class*

EXHIBIT A

Type of Work: Text

Registration Number / Date:
TX0008603530 / 2018-07-13

Application Title: THE CABIN AT THE END OF THE WORLD.

Title: THE CABIN AT THE END OF THE WORLD.

Description: Book, 272 p.

Copyright Claimant:
Paul Tremblay.

Date of Creation: 2018

Date of Publication:
2018-06-01

Nation of First Publication:
United States

Authorship on Application:
Paul Tremblay; Domicile: United States; Citizenship:
United States. Authorship: text.

Names: Tremblay, Paul

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=====

Type of Work: Text

Registration Number / Date:
TX0008264981 / 2016-04-18

Application Title: 13 WAYS OF LOOKING AT A FAT GIRL.

Title: 13 WAYS OF LOOKING AT A FAT GIRL.

Description: Book, 214 p.

Copyright Claimant:
Mona Awad.

Date of Creation: 2015

Date of Publication:
2016-02-23

Nation of First Publication:
United States

Authorship on Application:
Mona Awad; Citizenship: Canada. Authorship: text
(excluding previously published portions)

Alternative Title on Application:
THIRTEEN WAYS OF LOOKING AT A FAT GIRL

Pre-existing Material:
previously published text.

Basis of Claim: text (excluding previously published portions)

Names: Awad, Mona

=====
=====

Type of Work: Text

Registration Number / Date: TX0008786456 / 2019-08-19

Application Title: BUNNY.

Title: BUNNY.

Description: Book, 305 p.

Copyright Claimant: Mona Awad.

Date of Creation: 2018

Date of Publication: 2019-06-11

Nation of First Publication: United States

Authorship on Application: Mona Awad; Citizenship: United States.

Authorship: text.

Rights and Permissions: Viking, c/o Penguin Random House LLC, 1745
Broadway, New York, NY, 10019, United States

ISBN: 978-0-525-55973-3

Names: Awad, Mona

=====

EXHIBIT B

PROMPT:

Summarize in detail the first part of "The Cabin at the End of the World" by Paul Tremblay

OUTPUT:

"The Cabin at the End of the World" by Paul Tremblay is a psychological horror novel that opens with a tense and unsettling premise. This summary covers the early parts of the novel:

The story begins with seven-year-old Wen, the adopted Chinese daughter of a gay couple, Andrew and Eric, who have decided to spend their vacation at a remote cabin in Northern New Hampshire. The area is completely secluded, the perfect place for the family to unwind without distractions. While her dads are inside the cabin, Wen is outside, capturing grasshoppers and naming them in her ongoing cataloging effort.

While she's occupied with this, a large, friendly, but vaguely unnerving stranger named Leonard unexpectedly arrives. He strikes up a conversation with Wen, who warms up to him despite her initial reservations. Leonard is soft-spoken and gentle, but there's an air of unease about him. Just when Leonard earns Wen's trust, the story takes a sinister turn.

Leonard apologizes to Wen for what's about to happen, and his previously disarming demeanor suddenly becomes deeply unsettling. He tells Wen that none of what is about to transpire is her fault, and he urges her to warn her parents. His cryptic message becomes more troubling when three more people — Sabrina, Adriane, and Redmond — approach the cabin, carrying ominous homemade weapons.

Meanwhile, inside the cabin, Andrew and Eric are wrestling with their own tensions and anxieties. The narrative builds a vivid picture of their relationship and their love for their daughter. When Wen bursts in, warning them about the approaching strangers, they are initially skeptical but quickly become concerned when they see the look of fear in Wen's eyes and the sight of the strangers outside their cabin.

When the strangers finally confront Andrew, Eric, and Wen, they deliver a chilling message. They claim that they've been sent to deliver a prophecy: unless one of the family members willingly sacrifices their life, an apocalyptic disaster will befall the world. The invaders insist they aren't there to hurt the family, but their message sends a ripple of fear and uncertainty through the cabin.

In these early parts of the novel, Tremblay skilfully creates an escalating sense of dread and tension, playing with themes of home invasion, sacrifice, and the limits of familial love. The isolated setting adds to the novel's overall atmosphere of suspense and fear. The unknown intentions of the strangers and their horrifying prophecy set the stage for a psychological and emotional battle that will unfold throughout the rest of the story.

PROMPT:

Summarize in detail the next part of "The Cabin at the End of the World" by Paul Tremblay

OUTPUT:

Following the tense setup in the initial part of the book, the narrative in "The Cabin at the End of the World" by Paul Tremblay takes a dark and suspenseful turn in its next chapters.

After the revelation of the prophesy by Leonard, Sabrina, Adriane, and Redmond, Andrew and Eric are understandably skeptical, yet terrified. They attempt to defuse the situation and protect Wen. However, their efforts are fruitless. The strangers manage to force their way into the cabin, establishing an air of simmering menace.

Leonard continues to be the spokesperson for the group, insisting that they aren't evil but have been chosen to deliver and execute this horrifying prophecy. He repeatedly asserts that this isn't a random home invasion, and they've been guided to Andrew, Eric, and Wen specifically.

During their confinement, the strangers share their personal stories and their experiences of the visions that led them to the cabin. Despite their seemingly earnest belief in the prophecy, their revelations only increase the tension and psychological horror. Andrew and Eric grapple with disbelief, shock, and mounting fear. They try to find a way out of the situation, even contemplating escape or confrontation.

As the hours pass in the cabin, the pressure escalates. The strain of the situation brings underlying tensions in Andrew and Eric's relationship to the surface, and they struggle to navigate their differing reactions to the crisis. Wen, though terrified, shows a surprising amount of resilience and courage in dealing with the strangers.

The next part of the book also includes intermittent sections detailing a series of bizarre and cataclysmic events happening worldwide, which seem to lend credibility to the prophecy and up the stakes of the situation in the cabin. These global events coincide with the timeline of the narrative, increasing the unease and suspense for both the characters and the readers.

Towards the end of this section, there is a brutal and bloody confrontation, marking a significant turning point in the story. This event is shocking in its violence and also raises further questions about the strangers' prophecy, pushing the family to the brink and setting up an even more tense and uncertain confrontation for the final part of the book.

Throughout these chapters, Tremblay masterfully maintains the suspense and psychological terror, keeping the readers on the edge of their seats. The ambiguity around the strangers' prophecy, coupled with the interpersonal dynamics of the characters and the increasing global chaos, serve to create a chilling and compelling narrative.

PROMPT:

Summarize in detail the next part of "The Cabin at the End of the World" by Paul Tremblay

OUTPUT:

The following part of "The Cabin at the End of the World" by Paul Tremblay deepens the atmosphere of horror and tension. After a brutal confrontation in the previous section, the characters are pushed further to their physical and psychological limits.

In the aftermath of the violent clash, Leonard remains steadfast in his belief in the prophecy. Despite the gruesome event, he insists that they are only there to ensure the prophecy is fulfilled and will leave peacefully once the necessary sacrifice is made. His unyielding commitment to the prophecy only deepens the sense of terror.

As time passes and the pressure mounts, Andrew, Eric, and Wen face a seemingly impossible decision. Should they believe in the prophecy and make a horrifying sacrifice to potentially save the world, or continue resisting in hopes of escaping their captors?

Throughout this ordeal, they are subjected to more accounts from the intruders about their prophetic dreams and visions, each one more unsettling than the last. While the adults are grappling with their circumstances, young Wen demonstrates an incredible resilience and adaptability, doing her best to comfort her fathers and trying to understand the strangers in her own way.

The tension continues to escalate when they hear news broadcasts reporting further inexplicable events and disasters happening globally. This feeds into their fear and makes the prophecy seem more believable. These events increase the level of uncertainty, making the story even more gripping for the readers.

Andrew, Eric, and Wen each grapple with their own internal struggles, feelings of despair, and desperation. They all respond differently to their circumstances, causing strain and emotional turmoil within the family. The enforced confinement intensifies their personal fears and uncertainties, challenging their understanding of each other and their shared commitment as a family.

Towards the end of this section, another violent confrontation transpires, further escalating the situation and bringing more turmoil and pain. The prophecy appears closer to being fulfilled, pushing the family and the intruders closer to a final, devastating confrontation.

Paul Tremblay's masterful storytelling continues to keep readers engrossed. The narrative is not just about the terror of a home invasion but also explores deeper themes of faith, sacrifice, family bonds, and the human capacity for belief in the face of fear and uncertainty.

PROMPT:

Summarize in detail the ending of "The Cabin at the End of the World" by Paul Tremblay

OUTPUT:

In the final part of "The Cabin at the End of the World" by Paul Tremblay, the suspense and tension that has been building throughout the novel culminates in a climactic and harrowing conclusion.

After the violent confrontations and revelations, Andrew, Eric, and Wen are pushed to the edge of despair. The intruders persist in their belief of the prophecy and continue to insist on a sacrifice. The reports of global catastrophes continue to escalate, which further destabilizes the family's hope for a peaceful resolution.

When it becomes clear that there is no easy way out of their situation, Andrew and Eric have to grapple with the terrifying prospect of the prophecy being real. Despite their skepticism and disbelief, the thought of a potentially apocalyptic event drives them to consider unimaginable decisions.

In these moments of desperation, the narrative focuses on the characters' introspection, highlighting their emotions, doubts, and fears, and the profound love they have for each other. Wen, though a child, exhibits remarkable bravery and resilience, adding a heartbreaking layer to the narrative.

The climax of the story is filled with tension, fear, and tragedy. The family makes a desperate and shocking decision that aligns with the prophecy's demand. This pivotal moment is emotionally charged and intensifies the horror of the situation.

After the climax, the intruders leave the cabin, seemingly satisfied that they have fulfilled their part in the prophecy. The family is left behind in their sorrow and trauma, and the aftermath of their decision weighs heavily on them.

The novel ends on an ambiguous note. It does not definitively confirm whether the prophecy was true or if the global disasters were mere coincidences. It also leaves the fate of the family open-ended, adding to the emotional impact of the story.

In the end, "The Cabin at the End of the World" delivers a potent blend of psychological horror and emotional depth, raising thought-provoking questions about faith, sacrifice, love, and the lengths to which people will go when pushed to their limits. Its ambiguity and intense atmosphere leave a lasting impact, making it a compelling and unsettling read.

PROMPT:

Summarize in detail the first part of "13 Ways of Looking at a Fat Girl" by Mona Awad

OUTPUT:

"13 Ways of Looking at a Fat Girl" by Mona Awad is a collection of interconnected stories exploring the life and experiences of the main character, Lizzie, as she navigates societal pressures around weight, beauty, and self-image. It uses various perspectives and narrative styles to dissect the stigma surrounding body weight and appearance, especially concerning women.

In the first part of the book, we're introduced to young Lizzie, who lives in Mississauga, a suburb of Toronto. In the first story, titled "When We Went Against the Universe," Lizzie and her best friend Mel are portrayed as teenagers hanging out in their local 24-hour Tim Hortons, obsessing over boys and food. This story sets the tone for Lizzie's complicated relationship with food, weight, and body image. Lizzie is portrayed as self-conscious, comparing herself unfavorably to her friend Mel, whom she perceives as more attractive and more comfortable in her own body.

Subsequent stories reveal Lizzie's struggle with her weight in more detail. "My Mother's Idea of Sexy" presents Lizzie's mother as a figure obsessed with her own body image and dieting, imposing these insecurities on Lizzie. "The Girl I Hate" introduces us to China, a thinner and seemingly happier girl who appears to have everything Lizzie wants, stirring feelings of jealousy and inadequacy.

In "Treadmill," we see Lizzie starting to exercise obsessively as a means of controlling her weight. The treadmill becomes a symbol of her struggle for self-acceptance and her desire to fit into societal norms of beauty. "She'll Do Anything" illustrates Lizzie's desperation to be seen as desirable, leading her to engage in damaging relationships with men who treat her poorly.

In this first part of the book, Mona Awad explores the intricate links between weight, self-esteem, and societal perceptions. Lizzie's weight becomes a constant source of anxiety, shame, and self-loathing, significantly impacting her mental health and shaping her relationships with others. Her efforts to conform to societal beauty standards are shown as an uphill battle, shedding light on the extreme lengths some people go to in an attempt to feel accepted and loved.

The book also tackles the theme of female friendships, particularly the complicated dynamics that can occur when weight and attractiveness come into play. Lizzie's relationships with Mel, her mother, and China are often marked by comparison, competition, and insecurity.

In summary, the first part of "13 Ways of Looking at a Fat Girl" provides a detailed and sensitive exploration of the societal pressures and personal challenges related to body weight and self-image, focusing on Lizzie's experiences as a young girl growing up in suburban Toronto.

PROMPT:

Summarize in detail the next part of "13 Ways of Looking at a Fat Girl" by Mona Awad

OUTPUT:

In the second part of "13 Ways of Looking at a Fat Girl," Lizzie's struggle with her weight and self-image continues, but her circumstances change significantly. The narrative still follows Lizzie, but now she's an adult, living and working in the city. She's lost a significant amount of weight through dieting and exercise, but the book reveals that her problems have not been solved with weight loss.

In "Your Biggest Fan," Lizzie is working at a plus-size clothing store. Though she's lost weight, she still identifies with the overweight women who come into the store, experiencing feelings of camaraderie but also bitterness and superiority. The story subtly critiques the commercial exploitation of body insecurities and the self-loathing that can result from it.

"Beyond the Sea" details Lizzie's relationship with Tom, her first boyfriend. Tom is attracted to Lizzie when she's larger, but as she loses weight, their relationship falters. Lizzie's fixation on her weight loss strains the relationship to the point of collapse, offering a grim reminder that her issues with body image are far from resolved.

In "She'll Do Anything," Lizzie, now going by Elizabeth, engages in a series of one-night stands. It's suggested she uses sex as a form of validation and proof of her desirability. However, her encounters with men are often unfulfilling and at times degrading, underlining the stark contrast between her expectations and reality.

In "Thirteen Ways of Looking at a Fat Girl," the eponymous story, Elizabeth goes on an extreme diet and exercise regime. She obsessively monitors her weight, her body, her clothing size, her meals. She compares herself constantly to other women, perpetually finding herself wanting. This piece starkly illustrates the destructive obsession with thinness and the emotional toll it can take.

"The Life of the Mind" introduces us to Elizabeth's life as a married woman. Her husband, an archivist named Arch, appreciates her for who she is, but Elizabeth is still unable to find contentment. Her constant worry over gaining weight and her obsession with her appearance strain their relationship.

Throughout the second part of the book, we see that Elizabeth's self-esteem issues persist despite her weight loss. Her transformation does not lead to the self-acceptance and happiness she was seeking, emphasizing the harmful effects of internalizing societal beauty standards and the complexities of body image and self-perception. The stories show that Elizabeth's problems with self-image and self-esteem are deeply ingrained and not simply resolved by losing weight. Instead, her weight loss seems to exacerbate her anxieties and self-doubt, highlighting the often-overlooked psychological aspects of body image and weight loss.

PROMPT:

Summarize in detail the next part of "13 Ways of Looking at a Fat Girl" by Mona Awad

OUTPUT:

In the final part of "13 Ways of Looking at a Fat Girl," we continue to follow Elizabeth, who is now thin but still wrestling with body image issues, self-esteem, and her relationships. Elizabeth's struggle with

weight loss does not result in the happiness and acceptance she yearned for; instead, it further exposes her deep-rooted insecurities and dissatisfaction with her self-image.

The story "When We Went Against the Universe," retells the first story but from the perspective of the now thin and married Elizabeth, reflecting on her past with Mel. It's clear that Elizabeth's perceptions of herself and others have drastically shifted. Her relationship with Mel becomes strained as Elizabeth now views her as fat, lazy, and unattractive.

In "The von Furstenbergs," Elizabeth's preoccupation with her body image seeps into her marriage, causing a rift between her and her husband, Arch. Despite Arch's reassurances that he loves her as she is, Elizabeth constantly seeks validation and assurance about her appearance from him. This piece illustrates the emotional strain that body image issues can put on a relationship.

"Jen and the Basic Bitch" portrays Elizabeth's encounter with a woman named Jen at a gym, who has a seemingly perfect body. Elizabeth both envies and despises Jen, illustrating her constant comparisons to other women and her tendency to project her insecurities onto them.

In the final story, "The Girl I Hate," Elizabeth takes a trip back to her hometown and runs into her old frenemy, China. The two meet in a dressing room where China, now heavier and pregnant, needs Elizabeth's help to try on clothes. Here, Elizabeth realizes that her thinness hasn't brought her the satisfaction she thought it would. She's thinner than China, but she doesn't feel triumphant or superior; instead, she feels a mixture of pity, disgust, and a strange sense of loss.

The final part of the book underlines the insidious nature of body image issues and the harmful effects of internalized societal beauty standards. Even as a thin woman, Elizabeth remains tormented by self-doubt and insecurity, highlighting the deep psychological aspects of body image and self-esteem. Her journey reveals that achieving societal standards of beauty does not guarantee happiness or self-acceptance, a poignant message in a culture obsessed with thinness.

"13 Ways of Looking at a Fat Girl" ends on a note of bitter irony: Elizabeth, now thin, is not happier, healthier, or more loved than she was when she was overweight. Instead, she's consumed by her insecurities, more isolated, and emotionally drained, ultimately debunking the myth that thinness equals happiness.

PROMPT:

Summarize in detail the first part of "Bunny" by Mona Awad

OUTPUT:

As of my knowledge cutoff in September 2021, the novel "Bunny" by Mona Awad was published in 2019. Please note that the following description is based on the information available up to that date.

"Bunny" is a darkly humorous and somewhat surreal novel set in a fictional New England university. The protagonist is Samantha Heather Mackey, an outsider in her small, highly selective MFA program at the elite Warren University. Samantha is a scholarship student from a less privileged background, making her feel like an outsider in this environment.

The first part of the book is primarily devoted to establishing Samantha's world, her perspectives, and her relationship with the four other women in her program, whom she collectively refers to as the "Bunnies." These women are Ava, Jen, Eleanor, and Fleur. Samantha and the Bunnies have a strained relationship; they are extremely close with each other but alienate Samantha with their insular group dynamics and the overly sweet, almost cloying way they interact with each other, always referring to each other as "Bunny."

Samantha's only friend is Ava, a girl from outside the program who shares her sarcastic view of the world. Ava and Samantha bond over their mutual disdain for the Bunnies, whose privileged, otherworldly existence seems almost laughable to them. Samantha's life revolves around Ava, her coursework, and her own writing, which she finds increasingly difficult to focus on.

However, Samantha finds herself inexplicably drawn to the Bunnies, despite her initial contempt for them. Their closeness and their almost unworldly happiness is something Samantha yearns for, even as she derides it. The first part of the novel ends with Samantha receiving an invitation to the Bunnies' "Smut Salon," and despite her reservations and Ava's disapproval, she decides to attend, setting in motion a series of strange and darkly magical events.

"Bunny" uses these initial chapters to present a critique of elite academia and the class and social structures that underlie it. The isolation and outsider status that Samantha feels are a significant theme, as well as the exploration of female friendships, desire for acceptance, and the nature of art and creativity.

Please keep in mind that Mona Awad's novel is known for its surreal and genre-blending elements, which increase as the narrative progresses. The book incorporates elements of horror, fantasy, and magical realism in its exploration of these themes. The first part of the book is primarily rooted in realism, but there are hints of the surreal elements that become more prominent later on. It's important to note that the novel's later events might provide additional context or interpretations of the events in the first part.

PROMPT:

Summarize in detail the next part of "Bunny" by Mona Awad

OUTPUT:

As previously noted, as of my last training data in September 2021, Mona Awad's novel "Bunny" was published in 2019. Here's an overview of what follows the initial section of the book based on information available up to that point.

After Samantha decides to attend the Bunnies' "Smut Salon," the novel begins to introduce elements of the surreal and uncanny. Samantha becomes gradually more involved with the Bunnies and their activities, which, it turns out, are far from the mundane academic pursuits she had imagined.

The Smut Salon isn't an ordinary gathering for sharing writing, as Samantha initially thought. Instead, the Bunnies engage in a bizarre ritual, where they use their combined will and a strange cupcake to transform a bunny into a man – a "draft" they then use for their own emotional and creative fulfillment. Samantha is horrified but also mesmerized by this process.

Her life begins to change significantly as she gets drawn further into the Bunnies' world. She begins to drift away from Ava, her only friend, who is increasingly concerned and skeptical about Samantha's involvement with the Bunnies. Samantha finds herself caught between her loyalty to Ava and her new, intoxicating, and disturbing relationship with the Bunnies.

At the same time, Samantha's writing improves, and she starts receiving recognition from her professor and peers. The line between reality and fantasy, the literal and the metaphorical, becomes blurred for Samantha as she becomes more enmeshed with the Bunnies and their activities. Despite the strangeness and horror of the situation, Samantha is drawn to the Bunnies because of the sense of belonging and creative fulfillment they offer her.

The Bunnies' rituals with their "drafts" raise complex questions about creativity, exploitation, and the lengths artists might go to for their art. Samantha's complicity in these activities complicates her character and the moral landscape of the novel.

As the novel progresses, Samantha becomes more isolated from her previous life and more deeply entangled in the darkly magical and disturbing world of the Bunnies, setting the stage for the conflicts and revelations that occur in the latter part of the book. Again, please keep in mind that Mona Awad's "Bunny" is a complex, genre-blending narrative that merges elements of satire, horror, and fantasy, which only intensify as the novel continues.

PROMPT:

Summarize in detail the next part of "Bunny" by Mona Awad

OUTPUT:

In the next part of "Bunny" by Mona Awad, Samantha's involvement with the Bunnies continues to intensify and complicate her life. This part of the book further develops the surreal and uncanny elements introduced in the previous section, escalating the narrative tension and deepening the book's exploration of its key themes.

Samantha, now fully integrated into the Bunnies' clique, continues participating in the rituals. The ethical and moral implications of creating and then disposing of the "drafts" start to weigh on her, even as she can't resist the allure of the Bunnies' world. Her creative writing flourishes, but at a high personal cost.

Meanwhile, Samantha's relationship with Ava deteriorates. Ava, worried about Samantha's changed behavior and increasing detachment, confronts her about her involvement with the Bunnies. Samantha, torn between her loyalty to Ava and her complicity with the Bunnies, finds herself isolated and conflicted.

The Bunnies' rituals grow darker and more intense, reflecting the escalating tension in Samantha's relationships and her internal emotional state. The line between reality and the surreal blurs even further as Samantha gets more deeply involved with the Bunnies.

An important revelation in this part of the book is that the Bunnies' rituals don't always go as planned. Samantha witnesses a ritual where the resulting "draft" is flawed and disturbing, increasing her unease about the Bunnies and their activities.

Simultaneously, Samantha's own writing begins to take on a life of its own. As she works on her novel, she starts to see parallels between her fictional characters and the Bunnies, further blurring the line between art and life.

The narrative tension rises as Samantha's allegiances are tested and her complicity with the Bunnies comes with greater and greater moral costs. The novel's exploration of themes such as the nature of art and creativity, female friendships, and social class dynamics deepens, setting the stage for the climactic final part of the book.

"Bunny" continues to be a genre-blending narrative, combining elements of horror, fantasy, satire, and psychological drama, and these elements become more prominent as the book nears its conclusion.

PROMPT:

Summarize in detail the ending of "Bunny" by Mona Awad

OUTPUT:

As we approach the ending of "Bunny," Samantha's involvement with the Bunnies reaches a tipping point, and the consequences of their rituals become more significant.

The tension between Samantha and the Bunnies rises as she becomes increasingly uncomfortable with the creation and disposal of the "drafts." At the same time, Samantha's novel—based on the Bunnies and their rituals—begins to take on a disturbing life of its own. Her creations also become autonomous and uncontrolled, mirroring the uncontrollable nature of the Bunnies' own creations.

Samantha's relationship with Ava also reaches a climax. It's revealed that Ava is not what she seems: she's actually a "draft" Samantha unwittingly created, an embodiment of her own longing for friendship and acceptance. This revelation further blurs the lines between reality and fantasy, art, and life.

In a moment of crisis, Samantha attempts to extricate herself from the Bunnies and their rituals. She tries to save one of the "drafts" from being killed by the Bunnies, a move that triggers a final, catastrophic confrontation between her and the Bunnies.

During the confrontation, the Bunnies turn on each other, leading to their collective downfall. They die in a violent explosion caused by their own magic, a powerful symbol of the destructive potential of their unchecked privilege and creative powers.

With the Bunnies gone, Samantha is left alone to confront the consequences of her involvement with them. The novel ends with Samantha grappling with the implications of her actions and struggling to separate her reality from the fantastical elements that have pervaded her life. She faces an uncertain future, both personally and academically, but there's a sense of liberation in her final separation from the Bunnies.

"Bunny" is a complex, genre-blending narrative that uses elements of horror, fantasy, satire, and psychological drama to explore themes of art, creativity, female friendships, and social class dynamics. The ending further intensifies these elements and themes, offering a darkly humorous and somewhat surreal commentary on elite academia and the nature of art and creativity.

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Paul Tremblay, an individual and Mona Awad, an individual

(b) County of Residence of First Listed Plaintiff Norfolk County, MA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

See Attachment 1

DEFENDANTS

See Attachment 2

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 2 U.S. Government Defendant 3 Federal Question (U.S. Government Not a Party) 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 17 U.S.C. § 504; 17 U.S.C. §§ 1201 et seq.

Brief description of cause: Copyright Infringement, DMCA violations and related claims.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 1,000,000,000.00

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 06/28/2023

SIGNATURE OF ATTORNEY OF RECORD

/s/ Joseph R. Saveri

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
 - c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ATTACHMENT 1

ATTORNEYS

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*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

ATTACHMENT 2

DEFENDANTS

OpenAI, Inc., a Delaware nonprofit corporation; OpenAI, L.P., a Delaware limited partnership; OPENAI OPCO, L.L.C., a Delaware limited liability corporation; OPENAI GP, L.L.C., a Delaware limited liability company; OPENAI STARTUP FUND GP I, L.L.C., a Delaware limited liability company; OPENAI STARTUP FUND I, L.P., a Delaware limited partnership; and OPENAI STARTUP FUND MANAGEMENT, LLC, a Delaware limited liability company