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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 SARAH SILVERMAN, an individual;
 19 CHRISTOPHER GOLDEN, an individual;
 20 RICHARD KADREY, an individual;

21 Individual and Representative Plaintiffs,

22 v.

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

28 Defendants.

Case No.

COMPLAINT

CLASS ACTION

**DEMAND FOR
 JURY TRIAL**

1 Plaintiffs Sarah Silverman, Christopher Golden, and Richard Kadrey (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, bring this Class Action Complaint (the “Complaint”)
3 against Defendants OpenAI, Inc., OpenAI, L.P., OpenAI OpCo, L.L.C., OpenAI GP, L.L.C., OpenAI
4 Startup Fund I, L.P., OpenAI Startup Fund GP I, L.L.C. and OpenAI Startup Fund Management, LLC
5 for direct copyright infringement, vicarious copyright infringement, violations of section 1202(b) of the
6 Digital Millennium Copyright Act, unjust enrichment, violations of the California and common law
7 unfair competition laws, and negligence. Plaintiffs seek injunctive relief and to recover damages as a
8 result and 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 Millennium 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 Sarah Silverman is a writer and performer who lives in California. Plaintiff
21 Silverman owns a registered copyright in one book, called *The Bedwetter*. This book contains copyright-
22 management information customarily included in published books, including the name of the author
23 and the year of publication.

24 11. Plaintiff Christopher Golden is a writer who lives in Massachusetts. Mr. Golden owns
25 registered copyrights in several books, including *Ararat*. This book contains the copyright-management
26 information customarily included in published books, including the name of the author and the year of
27 publication.

1 12. Plaintiff Richard Kadrey is a writer who lives in Pennsylvania. Plaintiff Kadrey owns
2 registered copyrights in several books, including *Sandman Slim*. This book contains the copyright-
3 management information customarily included in published books, including the name of the author
4 and the year of publication.

5 13. A nonexhaustive list of registered copyrights owned by Plaintiffs is included as

6 **Exhibit A.**

7 **B. Defendants**

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

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

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

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

23 18. Defendant OpenAI Startup Fund I, L.P. (“OpenAI Startup Fund I”) is a Delaware
24 limited partnership with its principal place of business located at 3180 18th Street, San Francisco, CA
25 94110. OpenAI Startup Fund I was instrumental in the foundation of OpenAI, L.P., including the
26 creation of its business strategy and providing initial funding. OpenAI Startup Fund I was aware of the
27 unlawful conduct alleged herein and exercised control over OpenAI, L.P. throughout the Class Period.

28

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

6 20. Defendant OpenAI Startup Fund Management, LLC (“OpenAI Startup Fund
7 Management”) is a Delaware limited liability company with its principal place of business located at
8 3180 18th Street, San Francisco, CA 94110. OpenAI Startup Fund Management is a party to the
9 unlawful conduct alleged herein. OpenAI Startup Fund Management was aware of the unlawful
10 conduct alleged herein and exercised control over OpenAI, L.P. throughout the Class Period.

11 **IV. AGENTS AND CO-CONSPIRATORS**

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

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

22 **V. FACTUAL ALLEGATIONS**

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

26 24. Certain AI products created and sold by OpenAI are known as *large language models*. A
27 large language model (or “LLM” for short) is AI software designed to parse and emit natural language.
28 Though a large language model is a software program, it is not created the way most software programs

1 are—that is, by human software engineers writing code. Rather, a large language model is “trained” by
2 copying massive amounts of text from various sources and feeding these copies into the model. This
3 corpus of input material is called the *training dataset*. During training, the large language model copies
4 each piece of text in the training dataset and extracts expressive information from it. The large language
5 model progressively adjusts its output to more closely resemble the sequences of words copied from
6 the training dataset. Once the large language model has copied and ingested all this text, it is able to
7 emit convincing simulations of natural written language as it appears in the training dataset.

8 25. Much of the material in OpenAI’s training datasets, however, comes from copyrighted
9 works—including books written by Plaintiffs—that were copied by OpenAI without consent, without
10 credit, and without compensation.

11 26. Authors, including Plaintiffs, publish books with certain copyright management
12 information. This information includes the book’s title, the ISBN number or copyright number, the
13 author’s name, the copyright holder’s name, and terms and conditions of use. Most commonly, this
14 information is found on the back of the book’s title page and is customarily included in all books,
15 regardless of genre.

16 27. OpenAI has released a series of large language models, including GPT-1 (released June
17 2018), GPT-2 (February 2019), GPT-3 (May 2020), GPT-3.5 (March 2022), and most recently GPT-4
18 (March 2023). “GPT” is an abbreviation for “generative pre-trained transformer,” where *pre-trained*
19 refers to the use of textual material for training, *generative* refers to the model’s ability to emit text, and
20 *transformer* refers to the underlying training algorithm. Together, OpenAI’s large language models will
21 be referred to as the “OpenAI Language Models.”

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

25 29. For instance, in its June 2018 paper introducing GPT-1 (called “Improving Language
26 Understanding by Generative Pre-Training”), OpenAI revealed that it trained GPT-1 on BookCorpus,
27 a collection of “over 7,000 unique unpublished books from a variety of genres including Adventure,
28 Fantasy, and Romance.” OpenAI confirmed why a dataset of books was so valuable: “Crucially, it

1 contains long stretches of contiguous text, which allows the generative model to learn to condition on
2 long-range information.” Hundreds of large language models have been trained on BookCorpus,
3 including those made by OpenAI, Google, Amazon, and others.

4 30. BookCorpus, however, is a controversial dataset. It was assembled in 2015 by a team of
5 AI researchers for the purpose of training language models. They copied the books from a website
6 called Smashwords that hosts self-published novels, that are available to readers at no cost. Those
7 novels, however, are largely under copyright. They were copied into the BookCorpus dataset without
8 consent, credit, or compensation to the authors.

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

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

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

21 34. As noted in Paragraph 32, *supra*, the OpenAI Books1 dataset can be estimated to contain
22 about 63,000 titles. Project Gutenberg is an online archive of e-books whose copyright has expired. In
23 September 2020, Project Gutenberg claimed to have “over 60,000” titles. Project Gutenberg has long
24 been popular for training AI systems due to the lack of copyright. In 2018, a team of AI researchers
25 created the “Standardized Project Gutenberg Corpus,” which contained “more than 50,000 books.”
26 On information and belief, the OpenAI Books1 dataset is based on either the Standardized Project
27 Gutenberg Corpus or Project Gutenberg itself, because of the roughly similar sizes of the two datasets.

28

1 35. As noted in Paragraph 32, *supra*, the OpenAI Books2 dataset can be estimated to contain
2 about 294,000 titles. The only “internet-based books corpora” that have ever offered that much
3 material are notorious “shadow library” websites like Library Genesis (aka LibGen), Z-Library (aka B-
4 ok), Sci-Hub, and Bibliotik. The books aggregated by these websites have also been available in bulk via
5 torrent systems. These flagrantly illegal shadow libraries have long been of interest to the AI-training
6 community: for instance, an AI training dataset published in December 2020 by EleutherAI called
7 “Books3” includes a recreation of the Bibliotik collection and contains nearly 200,000 books. On
8 information and belief, the OpenAI Books2 dataset includes books copied from these “shadow
9 libraries,” because those are the most sources of trainable books most similar in nature and size to
10 OpenAI’s description of Books2.

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

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

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

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

25 39. Regardless of how accessed—either through the web interface or through the API—
26 ChatGPT allows users to enter text prompts, which ChatGPT then attempts to respond to in a natural
27 way, i.e., ChatGPT can generate answers in a coherent and fluent way that closely mimics human
28 language. If a user prompts ChatGPT with a question, ChatGPT will answer. If a user prompts

1 ChatGPT with a command, ChatGPT will obey. If a user prompts ChatGPT to summarize a
2 copyrighted book, it will do so.

3 40. ChatGPT’s output, like other LLMs, relies on the data upon which it is trained to
4 generate new content. LLMs generate output based on patterns and connections drawn from the
5 training data. For example, if an LLM is prompted to generate a writing in the style of a certain author,
6 the LLM would generate content based on patterns and connections it learned from analysis of that
7 author’s work within its training data.

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

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

18 **VI. CLASS ALLEGATIONS**

19 **A. Class Definition**

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

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

25 44. This Class definition excludes:

- 26 a. any of the Defendants named herein;
- 27 b. any of the Defendants’ co-conspirators;
- 28 c. any of Defendants’ parent companies, subsidiaries, and affiliates;

- 1 d. any of Defendants' officers, directors, management, employees, subsidiaries,
- 2 affiliates, or agents;
- 3 e. all governmental entities; and
- 4 f. the judges and chambers staff in this case, as well as any members of their
- 5 immediate families.

6 **B. Numerosity**

7 45. Plaintiffs do not know the exact number of members in the Class. This information is in
8 the exclusive control of Defendants. On information and belief, there are at least thousands of members
9 in the Class geographically dispersed throughout the United States. Therefore, joinder of all members
10 of the Class in the prosecution of this action is impracticable.

11 **C. Typicality**

12 46. Plaintiffs' claims are typical of the claims of other members of the Class because
13 Plaintiffs and all members of the Class were damaged by the same wrongful conduct of Defendants as
14 alleged herein, and the relief sought herein is common to all members of the Class.

15 **D. Adequacy**

16 47. Plaintiffs will fairly and adequately represent the interests of the members of the Class
17 because the Plaintiffs have experienced the same harms as the members of the Class and have no
18 conflicts with any other members of the Class. Furthermore, Plaintiffs have retained sophisticated and
19 competent counsel who are experienced in prosecuting federal and state class actions, as well as other
20 complex litigation.

21 **E. Commonality and Predominance**

22 48. Numerous questions of law or fact common to each Class arise from Defendants'
23 conduct:

- 24 a. whether Defendants violated the copyrights of Plaintiffs and the Class when they
- 25 downloaded copies of Plaintiffs' copyrighted books and used them to train ChatGPT;
- 26 b. whether ChatGPT itself is an infringing derivative work based on Plaintiffs' copyrighted
- 27 books;
- 28

- 1 c. whether the text outputs of ChatGPT are infringing derivative works based on Plaintiffs’
- 2 copyrighted books;
- 3 d. whether Defendants violated the DMCA by removing copyright-management
- 4 information (CMI) from Plaintiffs’ copyrighted books.
- 5 e. Whether Defendants were unjustly enriched by the unlawful conduct alleged herein.
- 6 f. Whether Defendants’ conduct alleged herein constitutes Unfair Competition under
- 7 California Business and Professions Code section 17200 *et seq.*
- 8 g. Whether this Court should enjoin Defendants from engaging in the unlawful conduct
- 9 alleged herein. And what the scope of that injunction would be.
- 10 h. Whether any affirmative defense excuses Defendants’ conduct.
- 11 i. Whether any statutes of limitation limits Plaintiffs’ and the Class’s potential for recovery.

12 49. These and other questions of law and fact are common to the Class predominate over
13 any questions affecting the members of the Class individually.

14 **F. Other Class Considerations**

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

20 51. The prosecution of separate actions by individual Class members would create the risk
21 of inconsistent or varying adjudications, establishing incompatible standards of conduct for
22 Defendants.

23 **VII. CLAIMS FOR RELIEF**

24 **COUNT I**

25 **DIRECT COPYRIGHT INFRINGEMENT**

26 **17 U.S.C. § 106**

27 **ON BEHALF OF PLAINTIFFS AND THE CLASS**

28 52. Plaintiffs incorporate by reference the preceding factual allegations.

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

1 54. Plaintiffs never authorized OpenAI to make copies of their books, make derivative
2 works, publicly display copies (or derivative works), or distribute copies (or derivative works). All those
3 rights belong exclusively to Plaintiffs under copyright law.

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

7 56. OpenAI made copies of Plaintiffs' books during the training process of the OpenAI
8 Language Models without Plaintiffs' permission. Specifically, OpenAI copied at least Plaintiff
9 Silverman's book *The Bedwetter*; Plaintiff Golden's book *Ararat*; and Plaintiff Kadrey's book *Sandman*
10 *Slime*. Together, these books are referred to as the **Infringed Works**.

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

15 58. Plaintiffs have been injured by OpenAI's acts of direct copyright infringement. Plaintiffs
16 are entitled to statutory damages, actual damages, restitution of profits, and other remedies provided
17 by law.

18 **COUNT 2**
19 **VICARIOUS COPYRIGHT INFRINGEMENT**
20 **17 U.S.C. § 106**
21 **ON BEHALF OF PLAINTIFFS AND THE CLASS**

22 59. Plaintiffs incorporate by reference the preceding factual allegations.

23 60. Because the output of the OpenAI Language Models is based on expressive information
24 extracted from Plaintiffs' works (and others), every output of the OpenAI Language Models is an
25 infringing derivative work, made without Plaintiffs' permission and in violation of their exclusive rights
26 under the Copyright Act.

27 61. OpenAI has the right and ability to control the output of the OpenAI Language Models.
28 OpenAI has benefited financially from the infringing output of the OpenAI Language Models.

1 Therefore, every output from the OpenAI Language Models constitutes an act of vicarious copyright
2 infringement.

3 62. Plaintiffs have been injured by OpenAI’s acts of vicarious copyright infringement.
4 Plaintiffs are entitled to statutory damages, actual damages, restitution of profits, and other remedies
5 provided by law.

6 **COUNT 3**
7 **DIGITAL MILLENNIUM COPYRIGHT ACT—**
8 **REMOVAL OF COPYRIGHT MANAGEMENT INFORMATION**
9 **17 U.S.C. § 1202(B)**
10 **ON BEHALF OF PLAINTIFFS AND THE CLASS**

11 63. Plaintiffs incorporate by reference the preceding factual allegations.

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

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

20 66. Without the authority of Plaintiffs and the Class, Defendants created derivative works
21 based on Plaintiffs’ Infringed Works. By distributing these works without their CMI, OpenAI violated
22 17 U.S.C. § 1202(b)(3).

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

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

COUNT 4
UNFAIR COMPETITION
CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*
ON BEHALF OF PLAINTIFFS AND THE CLASS

1
2
3
4 69. Plaintiffs incorporate by reference the preceding factual allegations.

5 70. Defendants have engaged in unlawful business practices, including violating Plaintiffs’
6 rights under the DMCA, and using Plaintiffs’ Infringed Works to train ChatGPT without Plaintiffs’ or
7 the Class’s authorization.

8 71. The unlawful business practices described herein violate California Business and
9 Professions Code section 17200 *et seq.* (the “UCL”) because that conduct is otherwise unlawful by
10 violating the DMCA.

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

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

1 82. Defendants have unjustly utilized access to the Infringed Materials to train ChatGPT.

2 83. Plaintiffs did not consent to the unauthorized use of the Infringed Materials to train
3 ChatGPT.

4 84. By using Plaintiffs' Infringed Works to train ChatGPT, Plaintiffs and the Class were
5 deprived of the benefits of their work, including monetary damages.

6 85. Defendants derived profit and other benefits from the use of the Infringed Materials to
7 train ChatGPT.

8 86. It would be unjust for Defendants to retain those benefits.

9 87. The conduct of Defendants is causing and, unless enjoined and restrained by this Court,
10 will continue to cause Plaintiffs and the Class great and irreparable injury that cannot fully be
11 compensated or measured in money.

12 VIII. DEMAND FOR JUDGMENT

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

- 15 a) This action may proceed as a class action, with Plaintiffs serving as Class
16 Representatives, and with Plaintiffs' counsel as Class Counsel.
- 17 b) Judgment in favor of Plaintiffs and the Class and against Defendants.
- 18 c) An award of statutory and other damages under 17 U.S.C. § 504 for violations of the
19 copyrights of Plaintiffs and the Class by Defendants.
- 20 d) Permanent injunctive relief, including but not limited to changes to ChatGPT to ensure
21 that all applicable information set forth in 17 U.S.C. § 1203(b)(1) is included when
22 appropriate.
- 23 e) An order of costs and allowable attorney's fees under 17 U.S.C. § 1203(b)(4)–(5).
- 24 f) An award of statutory damages under 17 U.S.C. § 1203(b)(3) and 17 U.S.C. § 1203(c)(3),
25 or in the alternative, an award of actual damages and any additional profits under 17
26 U.S.C. § 1203(c)(2) (including tripling damages under 17 U.S.C. § 1203(c)(4) if
27 applicable).
- 28

- 1 g) Pre- and post-judgment interest on the damages awarded to Plaintiffs and the Class, and
2 that such interest be awarded at the highest legal rate from and after the date this class
3 action complaint is first served on Defendants.
- 4 h) Defendants are to be jointly and severally responsible financially for the costs and
5 expenses of a Court approved notice program through post and media designed to give
6 immediate notification to the Class.
- 7 i) Further relief for Plaintiffs and the Class as may be just and proper.

8 **IX. JURY TRIAL DEMANDED**

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

11 Dated: July 7, 2023

12 By: /s/ Joseph R. Saveri
13 Joseph R. Saveri

14 Joseph R. Saveri (State Bar No. 130064)
15 Cadio Zirpoli (State Bar No. 179108)
16 Christopher K.L. Young (State Bar No. 318371)
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*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

EXHIBIT A

Type of Work: Text

Registration Number / Date:

TX0007188321 / 2010-06-02

Application Title: The Bedwetter.

Title: The Bedwetter.

Description: Book, 240 p.

Copyright Claimant:

Sarah Silverman.

Date of Creation: 2010

Date of Publication:

2010-04-01

Nation of First Publication:

United States

Authorship on Application:

Sarah Silverman; Domicile: United States; Citizenship:

United States. Authorship: text.

Names: Silverman, Sarah

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Type of Work: Text

Registration Number / Date:

TX0008471412 / 2017-09-05

Application Title: ARARAT.

Title: ARARAT.

Description: Book, 305 p.

Copyright Claimant:

CHRISTOPHER GOLDEN.

Date of Creation: 2016

Date of Publication:

2017-03-29

Nation of First Publication:

United States

Authorship on Application:

CHRISTOPHER GOLDEN; Domicile: not known. Authorship: text.

Names: GOLDEN, CHRISTOPHER

=====
===

Type of Work: Text

Registration Number / Date:

TX0007044052 / 2009-08-25

Application Title: Sandman Slim.

Title: Sandman Slim.

Description: Book, 388 p.

Copyright Claimant:

Richard Kadrey.

Date of Creation: 2009

Date of Publication:

2009-08-01

Nation of First Publication:

United States

Authorship on Application:

Richard Kadrey; Domicile: United States; Citizenship:

United States. Authorship: text.

Names: Kadrey, Richard

=====
===

EXHIBIT B

> Summarize in detail the first part of "The Bedwetter" by Sarah Silverman

"The Bedwetter: Stories of Courage, Redemption, and Pee" is a memoir by comedian Sarah Silverman, published in 2010. The book is divided into various chapters and covers Silverman's life from her early childhood to her career in comedy.

The first part of the book largely deals with Silverman's childhood and formative years, which were rife with several notable incidents that shaped her life and career.

Born in 1970, Silverman grew up in Bedford, New Hampshire, in a Jewish family. Her father, Donald Silverman, owned a clothing store, while her mother, Beth Ann, was a photographer and theater enthusiast. Silverman has three sisters, one of whom is a rabbi, and her upbringing in a somewhat unconventional family influenced her sense of humor and perspective on life.

As a child, Silverman had a rebellious streak and a proclivity for the unconventional, which would later come to define her stand-up persona. For instance, at a young age, she was already fond of pushing boundaries with her humor and was not averse to being the center of attention.

One of the key topics in the first part of the memoir is Silverman's struggle with enuresis, or bedwetting, which extended into her teenage years. This issue caused her significant distress and embarrassment, but also fueled her resilience and ability to deal with adversity. It's from this aspect of her childhood that the memoir derives its title.

The book also covers her early experiences with depression. At the age of thirteen, Silverman began experiencing panic attacks and was eventually diagnosed with depression. This was a challenging period of her life, during which she was prescribed several different medications and even spent a year on Xanax.

In her high school years, she started developing her interest in comedy and acting, influenced by her mother's involvement in community theater. She shares anecdotes from her first performances and discusses how these experiences cemented her desire to be a comedian.

Throughout the memoir, Silverman uses her sharp wit to lend a comedic touch to even her most challenging experiences. Her narrative is filled with irreverent humor, stark honesty, and reflective insights, setting the stage for her later success as one of the most recognizable voices in American comedy.

> Summarize in detail the next part of "The Bedwetter" by Sarah Silverman

In the next part of "The Bedwetter," Sarah Silverman discusses her transition into adulthood and the early years of her career in comedy.

After high school, she enrolled at New York University, but she didn't stay there for long. Silverman had decided that she wanted to pursue a career in comedy, and she felt that the best way to do that was to

dive in headfirst. So, she dropped out of college to focus on her stand-up career.

Silverman found herself part of a vibrant comedy scene in New York, performing at clubs such as the Comedy Cellar. She spent these early years honing her craft, performing wherever she could and navigating the complexities and hardships of being a young woman in a male-dominated industry. She also discusses the financial difficulties and uncertainties she faced during this period, painting a realistic picture of the early struggles of a career in comedy.

Despite these challenges, Silverman's talent was recognized early on. Her big break came when she was hired as a writer and performer for "Saturday Night Live" (SNL) when she was just 22 years old. However, her time at SNL was short-lived. After one season, she was fired via fax, a dismissal that left her feeling demoralized and rejected. Despite the setback, she resolved to keep pursuing her career in comedy.

In this part of the memoir, Silverman also delves into her romantic life, including her relationship with comedian Dave Attell, whom she dated while they were both starting out in the New York comedy scene. She also discusses her later high-profile relationship with talk show host Jimmy Kimmel, revealing the highs and lows they shared.

The narrative also covers her first experiences with Hollywood and the trials she faced there, including typecasting and the pressure to conform to a certain image. She also touches on her first forays into acting, including minor roles in films and television.

Throughout this part of her memoir, Silverman uses her trademark wit and humor to navigate through her life experiences, revealing not only the challenges but also the moments of joy, triumph, and personal growth that she experienced along the way.

> Summarize in detail the next part of "The Bedwetter" by Sarah Silverman

In the following segment of "The Bedwetter," Sarah Silverman delves into the mid-portion of her career, and the ups and downs that accompanied her journey towards becoming an established comedian.

After her dismissal from SNL, Silverman moved to Los Angeles, where she began to find her comedic voice more fully and to establish herself within the comedy scene. She started making appearances on TV shows such as "Seinfeld," "Star Trek: Voyager," and "The Larry Sanders Show," while also writing for the sketch comedy show "Mr. Show with Bob and David."

This part of the memoir addresses how Silverman began to develop her distinctive brand of humor — edgy, self-deprecating, and often controversial. Her stand-up routines regularly tackled taboo subjects and societal norms, which garnered her both criticism and admiration.

She recounts the creation of "Jesus is Magic," her one-woman show which later became a concert film. Here, she was able to push her comedic boundaries further, incorporating songs and sketches into her act, alongside her provocative stand-up. The show was a significant step in her career, helping to solidify

her reputation as a comedian unafraid to push boundaries.

In her personal life, Silverman shares details of her relationship with fellow comedian and actor Jimmy Kimmel. She discusses their dynamic, the love they had for each other, as well as the pressures and challenges of maintaining a relationship in the spotlight.

Silverman also touches upon her experiences with therapy and her continued struggle with depression and anxiety. She candidly discusses the impacts of fame on her mental health and the tools she used to manage her issues, including cognitive-behavioral techniques and medication.

One pivotal event she describes is her appearance on "Late Night with Conan O'Brien," where she told a controversial joke that led to backlash. This instance underscored the often polarizing nature of her humor and forced her to confront the potential consequences of her comedic style. Despite the controversy, Silverman remained steadfast in her approach to comedy, seeing it as an opportunity to challenge preconceptions and encourage conversation.

This section of the memoir, like the rest, is infused with Silverman's distinctive blend of humor and vulnerability, as she candidly shares her struggles, successes, and insights from her journey in the world of comedy.

> Summarize in detail the last part of "The Bedwetter" by Sarah Silverman

In the concluding part of "The Bedwetter," Sarah Silverman focuses on the peak of her career and how she has learned to handle the successes and controversies that came with it.

Silverman discusses the creation of "The Sarah Silverman Program," which was a significant milestone in her career. The Comedy Central series, which ran from 2007 to 2010, was a surreal and satirical take on her life, and it provided Silverman with a platform to explore her comedic style even further. She describes the creative process behind the show, the joys and challenges of leading her own series, and its eventual cancellation.

She also touches on other high points in her career, such as her viral video hit "I'm F***ing Matt Damon," which she created with Jimmy Kimmel and Matt Damon for "Jimmy Kimmel Live." This humorously handled her breakup with Kimmel and won an Emmy for Original Music and Lyrics.

One of the significant themes of this section is controversy. Silverman has often been a polarizing figure due to her fearless approach to taboo topics, and she discusses how she navigates the criticism and backlash that often come her way. She reflects on specific incidents that generated controversy, including her use of racial humor, which was criticized by some as offensive. Silverman provides context and defends her intention to satirize and critique prejudice, rather than promote it, while also acknowledging the potential harm her jokes can cause.

Silverman also delves into the importance of therapy in managing her lifelong battle with depression, and she discusses her decision to stop taking Xanax after many years. She credits therapy with helping her

find healthier coping mechanisms and gain a better understanding of herself.

She also speaks about her romantic relationship with Welsh actor Michael Sheen, their long-distance challenges, and the mutual respect and love they have for each other.

The memoir concludes on a reflective note, as Silverman discusses her journey, the lessons she's learned, and her thoughts on comedy's role in society. While acknowledging her mistakes and missteps, she also expresses her belief in the importance of comedy as a tool for social commentary and change. Silverman's honesty, self-deprecation, and humor shine through to the end, making "The Bedwetter" a deeply personal and compelling exploration of her life and career.

"Ararat" is a thrilling, supernatural horror novel written by Christopher Golden, published in 2017. The novel weaves together elements of adventure, horror, history, and the supernatural to tell a gripping story set against the chilling backdrop of Mount Ararat in Turkey.

The novel begins with an adventurous couple, Adam Holzer, a Jewish American, and Meryam Karga, a Turkish-American woman. Both are renowned documentarians and have a reputation for choosing daring, dangerous, and often controversial subjects for their documentaries. When an earthquake reveals a secret cave high up in the devastatingly dangerous slopes of Mount Ararat, Adam and Meryam can't resist the lure of the discovery. The cave is not just any cave; it's believed to be the final resting place of Noah's Ark, a historical and religious artifact of immense significance.

The couple quickly assembles a team of scholars, archaeologists, and filmmakers to document the discovery, including a UN representative, a representative of the Vatican, a British historian, an American adventurer, an anthropologist, and a Kurdish guide. Among these are Father Cornelius Hughes, a doubting priest, and Walker Jennings, a CIA operative with his own agenda.

Upon reaching the site, the team begins their exploration of the ship, eager to unearth the secrets it might hold. Inside the ark, they make a shocking discovery: a coffin-like box that, when opened, reveals a misshapen, horned cadaver. The body is not of any known species, which leads the group to believe it's a Nephilim, a biblical creature that is the offspring of an angel and a human. The discovery is beyond anything the team could have anticipated, and they're immediately divided on how to handle it.

As the days pass, tensions rise within the group, heightened by a fierce blizzard that leaves them trapped within the cave. Their isolation becomes a breeding ground for paranoia and fear, exacerbated by a series of eerie and inexplicable events. Members of the team start to have terrifying visions, nightmares, and suffer from increasingly aggressive behaviors. They soon realize that whatever was in the coffin has been awakened and is now preying on their fears, manipulating their minds, and turning them against each other.

Simultaneously, Walker Jennings, the CIA operative, becomes increasingly erratic, driven by a separate agenda to secure the body for his superiors, regardless of the cost. This leads to confrontations within the team, and the already taut atmosphere escalates into violence.

Adam and Meryam, who were initially excited about the discovery, are now desperate to survive and protect their team. They grapple with their unraveling relationship, their faith, and their sanity while fighting against an unseen, unknown, and powerful enemy.

As the novel reaches its climax, the evil force reveals itself, having possessed one of the team members. In a desperate battle, the team must use every ounce of their knowledge, faith, and strength to confront the entity. In the midst of this chaos, Meryam, who has been struggling with her faith throughout the novel, becomes the unexpected heroine. Using a relic that Father Cornelius had brought from the Vatican, she manages to banish the entity.

The novel ends on a sobering note, with the survivors left to grapple with the aftermath of their terrifying

ordeal. The ark, once a symbol of salvation, has become a reminder of their encounter with a horrifying evil. The characters are fundamentally changed by their experiences, having faced not only the supernatural but also the darkness within themselves.

"Ararat" is a blend of adventure and horror, skillfully using the claustrophobic setting and the tensions within the group to create an atmosphere of impending doom. It's a thrilling exploration of faith, fear

[note: abrupt ending was part of ChatGPT output]

> Summarize in detail the beginning of "Sandman Slim" by Richard Kadrey

"Sandman Slim" is a novel by Richard Kadrey, published in 2009. It is the first in a series of books centered on the character James "Sandman Slim" Stark. This urban fantasy and supernatural thriller is set predominantly in Los Angeles, California. Please note that the following summary includes the beginning part of the novel, and it does contain spoilers.

The novel begins with the protagonist, James Stark, returning to Earth after 11 years of enforced residency in Hell, during which he was the only living human. Stark was sent to Hell by his former circle of magician friends, led by Mason Faim, who performed a ritual that they believed would provide them with power but which actually transported Stark to Hell.

His time in Hell has made Stark stronger, and it has also made him angrier. Not only is he tormented by the demonic entities in Hell, but he is also forced to fight in gladiatorial arenas. Stark's unique situation as a living human in Hell earns him the moniker "Sandman Slim." He learns to survive and even thrive in this hostile environment, picking up a few infernal tricks along the way.

In Hell, Stark learns magic from an old demon and becomes a hitman for one of the demonic lords. He also comes into possession of a magical key that allows him to move back and forth between Hell and Earth, which he eventually uses to escape Hell and return to Earth.

Once back in Los Angeles, Stark's singular goal is revenge. He wants to hunt down and kill the people who sent him to Hell, especially Mason Faim, who not only betrayed him but also killed his beloved girlfriend, Alice. Stark's revenge quest leads him to engage with the underbelly of LA's magical community, full of supernatural creatures and dangerous magic.

As Stark navigates the world he once knew, now drastically changed, he's forced to confront his past, his inner demons, and the very real, external demonic threats around him. His toughness, magic, and never-give-up attitude, combined with a caustic wit, form his primary tools for survival.

In this initial part of "Sandman Slim," Kadrey quickly establishes Stark's character and his motivations while also setting up the novel's central conflict. Stark's return from Hell is only the beginning of his journey, a journey that is at once a quest for vengeance, a struggle for survival, and an exploration of redemption and identity.

> Summarize in detail the next part of "Sandman Slim" by Richard Kadrey

Continuing from where we left off, James "Sandman Slim" Stark is now in Los Angeles, on a single-minded mission for revenge against the circle of magicians who betrayed him, led by Mason Faim.

To navigate LA's magical underworld, Stark first establishes a base of operations. He takes residence at the Bamboo House of Dolls, a donut shop owned by Vidocq, a 200-year-old Frenchman who is an alchemist and former adventurer. Vidocq becomes a helpful ally, providing Stark with valuable information about the current landscape of the city's supernatural community.

Stark's initial investigation leads him to a bar frequented by the supernatural community, known as the "Room 19." Here, he confronts Kasabian, an old acquaintance who was part of the circle that betrayed him. Kasabian reveals that Mason Faim, Stark's main target, has disappeared, and none of the other circle members know his whereabouts.

Throughout his investigation, Stark also learns about the ongoing power dynamics in the supernatural community. He finds out about the existence of a group called the Golden Vigil, an elite, secret organization that regulates supernatural activities and is apparently manipulating events behind the scenes.

Stark becomes embroiled in a larger conspiracy, with a threat far more dangerous than he had initially imagined. It's not just about personal revenge anymore; it becomes clear that an impending apocalypse is being engineered by a faction of renegade angels known as the Kissi. Stark's personal revenge quest starts to dovetail with the need to prevent this apocalypse.

Further complicating matters, Stark also learns that Mason Faim has been possessed by a powerful entity known as the Azazel. This Azazel entity intends to exploit the looming apocalypse to its own ends.

In his quest, Stark encounters various supernatural entities such as zombies, demons, angels, and witches. Each interaction and confrontation helps him piece together the puzzle, even as they present their own unique challenges. Stark manages to eliminate some of his betrayers while also dealing with other threats, his tough, sardonic persona masking a deep-seated guilt and sadness over Alice's death.

Despite the constant chaos, danger, and revelations, Stark remains focused on his mission. The early part of his journey culminates with Stark realizing that to achieve his goals, he must not only confront his enemies but also confront his own past and the choices he made. The lines between right and wrong, friend and enemy start to blur, pushing Stark into a moral ambiguity that will characterize his journey in the rest of the series.

> Summarize in detail the next part of "Sandman Slim" by Richard Kadrey

Continuing from where we left off, James "Sandman Slim" Stark, now aware of the larger stakes at hand, must confront both the supernatural and personal threats facing him.

Stark continues to confront the circle of magicians that betrayed him. Through these confrontations, he begins to understand the depth of Mason's treachery, and how his former friend not only manipulated their circle but also orchestrated Alice's death. This revelation only serves to harden Stark's resolve for vengeance.

At the same time, Stark learns more about the apocalyptic plot of the Kissi, the renegade angels, and how it intertwines with the Azazel entity possessing Mason. It becomes clear that Stark's personal mission for revenge and the need to save the world are becoming inextricably linked.

To counter these threats, Stark must dive deeper into the LA's supernatural underworld, all the while harnessing his own infernal powers that he gained from his time in Hell. As he continues his investigations, Stark is drawn into violent confrontations with various supernatural beings, with each encounter testing his abilities and resolve.

Throughout this part of the story, Stark's interactions with Vidocq and Kasabian become particularly important. Vidocq continues to act as a mentor and ally to Stark, helping him understand the intricacies of the supernatural community, while Kasabian, despite their hostile past, gradually becomes an unlikely comrade-in-arms.

As the story progresses, Stark's quest becomes increasingly personal. He is not just avenging his own betrayal, but also Alice's death, a tragedy that continues to haunt him. Through his journey, we see Stark wrestling with his guilt over Alice, his hatred for Mason, and his own role in the unfolding events. These personal struggles add an emotional depth to Stark's hard-boiled persona and give his character a nuanced complexity.

As the novel reaches its climax, Stark is not only battling external enemies, but also his own inner demons. His final showdown is not just against his betrayers and the apocalypse-threatening angels, but also against his own past and the man he has become. It becomes clear that Stark's journey in "Sandman Slim" is not just a quest for revenge, but also a quest for redemption and self-discovery.

> Summarize in detail the ending of "Sandman Slim" by Richard Kadrey

The final chapters of "Sandman Slim" by Richard Kadrey come to a climactic conclusion as James "Sandman Slim" Stark faces off against the conspirators of his downfall.

Despite the dangers he's faced and the significant obstacles in his path, Stark remains committed to his mission of avenging the death of his love, Alice, and exacting revenge on the circle of magicians who betrayed him, especially Mason Faim.

It is revealed that Mason is possessed by the powerful entity, Azazel, who plans to use a heavenly weapon called the Qomrama Om Ya to bring about the end of the world. This weapon has the power to manipulate reality, and Azazel's plan involves exploiting the Kissi's apocalyptic scheme to reshape the world to his own liking.

Stark, with the help of Vidocq and Kasabian, confronts Mason/Azazel. A brutal and bloody fight ensues, during which Stark is forced to use every bit of his knowledge, magic, and sheer determination to survive and prevent the apocalypse.

Throughout the battle, Stark uses the skills he acquired in Hell, the insights he gained from Vidocq, and his own cunning to hold his own against Mason/Azazel. The fight culminates in Stark using the magical key he got in Hell, manipulating its abilities in a way that ends up severing Azazel from Mason, essentially exorcising the entity.

Mason, now free of Azazel, is left powerless. But instead of killing him outright, Stark decides to let Mason live, claiming that living as a weak, ordinary human is a fate worse than death for Mason.

With the immediate threat averted, Stark manages to dismantle the Qomrama Om Ya, preventing the apocalypse. However, the experience leaves him drained and even more cynical about the supernatural world around him. It's a bitter victory as Stark realizes that while he has achieved his revenge and saved the world, he is still alone and tormented by his past.

In the end, Stark remains in Los Angeles, continuing to navigate the world of angels, demons, and magic. The book closes with him considering his future, contemplating the possibility of turning his talents towards becoming a supernatural detective or a protector of sorts, setting the stage for further adventures in the subsequent books of the series.

In "Sandman Slim," Kadrey blends elements of urban fantasy, noir, and supernatural thriller to deliver a gripping narrative. The story ends on a note of hard-earned victory, personal loss, and a promise of more adventures to come, setting the tone for the rest of the series.

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

Sarah Silverman, an individual; Christopher Golden, an individual; Richard Kadrey, an individual

(b) County of Residence of First Listed Plaintiff Los Angeles County, CA (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 3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant 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: X Yes No

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

JUDGE Araceli Martinez-Olguin DOCKET NUMBER 23-cv-03223-AMO

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

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

DATE 07/07/2023

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

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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 GPI, 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