S-246286

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

Between

MICHAEL DEAN JACKSON

Plaintiff

and

OPENAI, INC., OPENAI, LP, OPENAI, LLC, OPENAI GP, LLC, OPENAI OPCO, LLC, OPENAI GLOBAL, LLC, OAI CORPORATION, LLC, OPENAI HOLDINGS, LLC, OPENAI STARTUP FUND I, LP, OPENAI STARTUP FUND GP I, LLC, OPENAI STARTUP FUND MANAGEMENT, LLC, MICROSOFT CORPORATION AND MICROSOFT CANADA INC.

Defendants

Brought under the *Class Proceedings Act*, RSBC 1996, c 50

NOTICE OF CIVIL CLAIM

This action has been started by the plaintiff for the relief set out in Part 2 below.

If you intended to respond to this action, you or your lawyer must

(a) file a response to civil claim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

(a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and

(b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim.

JUDGMENT MAY BE PRONOUNCED AGAINST YOU IF YOU FAIL to file the response to civil claim within the time for response to civil claim described below.

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff,

(a) If you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,

(b) If you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,

(c) If you were served with the notice of civil claim anywhere else, within 49 days after that service, or

(d) If the time for response to civil claim has been set by order of the court, within that time.

CLAIM OF THE PLAINTIFF

PART 1: STATEMENT OF FACTS

Nature of the Action

1. This action concerns the Defendants' unauthorized use of the Plaintiff and the Class' copyright protected works.

2. The Defendants are in the business of creating generative AI products, which rely on complex algorithms to create human-like written and visual art. Foundational to these algorithms is so-called "training" data, which the algorithms rely upon to create these expressions.

3. The training data was created by the Defendants by appropriating a vast swathe of publicly accessible, copyright-protected, works. The Defendants accessed and copied these works without authorization and they did so with the intention of creating competing works, which is a violation of the Class' copyright and exclusive rights.

4. They then proceeded to use this data to create products that directly compete with the Plaintiff and Class. They compete in multiple ways, including by directly reproducing the works in throughout the training process and by developing models and products that produce identical or substantively similar outputs to the Class' works.

5. The Plaintiff claim for damages suffered as a result of this competition with their works, which are all original literary, dramatic, musical and artistic works that are included in any of the Defendants' Training Datasets and in which copyright is owned by a Class Member (the "**Works**").

The Parties

The Plaintiff

6. The Plaintiff, Michael Dean Jackson, resides in Salmon Arm, British Columbia.

7. Mr. Jackson has over 30 years of experience as an artist and illustrator. He is the author of several original Works, namely digital art and ink illustrations, which he created using the unique skill and judgment he acquired over his decades of practice.

8. Mr. Jackson publishes his Works on various websites, including his own. His Works have also appeared on book covers and in magazines, copies of which

have also been published online with his knowledge and consent. Mr. Jackson's work is often published under the names "MD Jackson", "mdjackson" or "Michael D. Jackson", which are found in the text captions of some of his works.

9. Mr. Jackson is the sole author of and owner of the copyright in his Works, many of which were included in the corpus of input material used to train the Defendants' generative AI models ("**Training Datasets**").

Class Members

10. Mr. Jackson brings this action for damages and an accounting of profits, or in the alternative, statutory damages, as elected, and injunctive relief on behalf of himself and on behalf of (the "**Class**" or "**Class Members**") :

> All persons or entities domiciled in Canada, other than Excluded Persons, who on or before [date of certification] were the:
>
> (a) author of a Work; or
> (b) employer of that author at the time that Work was made; or
> (c) an assignee or licensee of either the author or employer,
>
> whose Work appeared at any time in the Defendants' Training Datasets.
>
> "**Excluded Persons"** means the Defendants, the Defendants' co-conspirators, aiders and abettors, and members of their immediate families; Defendants' corporate parents, subsidiaries, and affiliates; Defendants' directors, officers, employees and other agents, as well as members of their immediate families; all government entities; the judges and chambers staff in this case, as well as any members of their immediate families.

11. The Class is made up of individuals, like Mr. Jackson, who have dedicated time, energy and creativity in developing their particular artistic expression.

12. Class Members are owners of the copyright in their Works.

The Defendants

13. The Defendants are entities who have unlawfully downloaded, reproduced and/or distributed the Works without the Plaintiff's or Class Members' license or consent.

14. The Defendants, or any of them, accessed the Works with the purpose of copying and competing with them.

15. The Defendants are jointly and severally liable for these actions and damages are attributable to any of them.

OpenAI

16. Defendants OpenAI, Inc., OpenAI, LP, OpenAI, LLC, OpenAI GP, LLC, OpenAI OpCo, LLC, OpenAI Global, LLC, OAI Corporation, LLC, OpenAI Holdings, LLC, OpenAI Startup Fund I, LP, OpenAI Startup Fund GP I, LLC, OpenAI Startup Fund Management, LLC (collectively "OpenAI") consist of a series of interwoven Delaware entities.

17. Defendant **OpenAI, Inc.** is a registered nonprofit organization incorporated under the laws of Delaware on December 8, 2015, with its principal place of business at 3180 18th Street, San Francisco, California. OpenAI, Inc. owns and controls all other OpenAI entities and has been directly involved in the unlawful conduct alleged herein, including mass copyright infringement and commercial exploitation of the Works of the Class.

18. Defendant **OpenAI, LP** is a limited partnership formed in Delaware on September 19, 2018, originally as SummerSafe, LP, with its principal place of business at 3180 18th Street, San Francisco, California. OpenAI, LP is a wholly-owned subsidiary of OpenAI, Inc. that is operated for-profit and is controlled directly by OpenAI, Inc.

and indirectly through the other OpenAI entities. OpenAI, LP has been directly involved in perpetrating the unlawful conduct alleged herein.

19. Defendant **OpenAI GP, LLC** is a limited liability company formed in Delaware on September 19, 2018, with its principal place of business at 3180 18th Street, San Francisco, California. OpenAI GP, LLC manages and operates the day-to-day business operations of OpenAI, LP. OpenAI GP, LLC is wholly owned and controlled by OpenAI, Inc. OpenAI GP, LLC has been directly involved in perpetrating the unlawful conduct alleged herein through its direction and control of OpenAI, LP and OpenAI Global, LLC.

20. Defendant **OpenAI OpCo, LLC** is a limited liability company formed in Delaware on September 19, 2018, with its principal place of business at 3180 18th Street, San Francisco, California. OpenAI OpCo, LLC is a wholly-owned subsidiary of OpenAI Inc. OpenAI OpCo, LLC has facilitated and directed the unlawful conduct alleged herein through its management and direction of OpenAI, LLC.

21. Defendant **OpenAI Global, LLC** is a limited liability company formed in Delaware on December 28, 2022, with its principal place of business at 3180 18th Street, San Francisco, California. OpenAI, Inc. has a majority stake in OpenAI Global, LLC, indirectly through OpenAI Holdings, LLC and OAI Corporation, LLC. Defendant Microsoft Corporation has a minority stake in OpenAI Global, LLC. OpenAI Global LLC was and is involved in unlawful conduct alleged herein through its ownership, control, and direction of OpenAI LLC.

22. Defendant **OpenAI, LLC** is a limited liability company formed in Delaware on September 17, 2020, with its principal place of business at 3180 18th Street, San

Francisco, California. OpenAI, LLC owns, sells, licenses and monetizes a number of the Models, all of which were built upon and perpetuate the unlawful conduct alleged herein. OpenAI, LLC is owned and controlled by both OpenAI, Inc. and Microsoft Corporation.

23. Defendant **OpenAI Holdings, LLC** is a limited liability company formed in Delaware on March 17, 2023, with its principal place of business at 3180 18th Street, San Francisco, California. Its sole members are OpenAI, Inc. and Aestas, LLC. The sole member of Aestas, LLC is Aestas Management Company, LLC, which is a Delaware company created to facilitate a half-billion-dollar capital raise for OpenAI.

24. Defendant **OAI Corporation, LLC** is a limited liability company formed in Delaware, with its principal place of business at 3180 18th Street, San Francisco, California. OAI Coproration, LLC's sole member is OpenAI Holdings, LLC. OAI Corporation, LLC was and is involved in the unlawful conduct alleged herein through its ownership, control, and direction of OpenAI Global, LLC and OpenAI, LLC.

25. Defendant **OpenAI Startup Fund I, LP** is a limited partnership formed in Delaware on, with its principal place of business at 3180 18th Street, San Francisco, California. It was instrumental in providing the initial funding and business strategy of OpenAI, LP. OpenAI Startup Fund I, LP exercised control over OpenAI, LP and was aware of the unlawful conduct alleged herein.

26. Defendant **OpenAI Startup Fund GP I, LLC** is a limited liability company formed in Delaware, with its principal place of business at 3180 18th Street, San Francisco,

California. OpenAI Startup Fund GP I, LLC manages and operates the day-to-day business operations of OpenAI Startup Fund I, LP. It exercised control over OpenAI, LP and was aware of the unlawful conduct alleged herein.

27. Defendant **OpenAI Startup Fund Management, LLC** is a limited liability company formed in Delaware, with its principal place of business at 3180 18th Street, San Francisco, California. It exercised control over OpenAI, LP and was aware of the unlawful conduct alleged herein.

28. The business of each OpenAI Defendant is inextricably interwoven with that of the other for the purposes of developing generative AI products. In view of the close relationship between the OpenAI Defendants, each is jointly and severally liable for the acts and omissions of the other.

Microsoft

29. Defendant **Microsoft Corporation** is a company incorporated under the laws of Washington State with an address for service at 1 Microsoft Way, Redmond, WA, 98052.

30. Defendant **Microsoft Canada Inc.** is a company incorporated pursuant to the laws of Nova Scotia with an address for service at 600 – 1741 Lower Water Street, Halifax, NS, B3J 0J2. It is a wholly-owned subsidiary of Microsoft Corporation.

31. The business of each Microsoft Defendant is inextricably interwoven with that of the other for the purposes of developing generative AI products. In view of the close relationship between the Microsoft Defendants, each is jointly and severally liable for the acts and omissions of the other.

How Generative AI Products Work

32. Generative AI products are designed to generate content in response to user inputs. These products are powered by complex models that use statistical methods to algorithmically simulate human inference and modes of expression. By way of example, a user can input the words "poem about a lawyer" and the model will work by predicting the most likely output based on the billions of examples used in its creation process.

33. Each model is created through a "training" process, where the parameters that define a model's behaviour (*i.e.*, how it "predicts" what output to generate) are adjusted through the ingestion and computation of large datasets. During training, the contents of each dataset are copied, and the model extracts expressive information from these copies. Models store the data they are trained on in a compressed or translated form.

34. The capabilities of a generative AI model depend on the type of data used to train it. Models capable of text-to-image generation are trained on sets of images with text captions. Text generation models, such as "large language models" or "LLMs", are trained on written text.

35. The quality of a model (that is, its capacity to generate human-seeming *expression* in response to prompts) is directly dependent on the *quality* of the training dataset. Professionally created works—such as those authored by the Plaintiff and Class—are an especially important source of data due to the fact that they contain unique expression and fine-grained information.

36. Once a model has been trained, it is able to generate convincing simulations of the data it was trained on. A model makes these predictions by first breaking down a user's input into smaller portions, often called "tokens". Tokens are then translated into a sequence of numbers that allow the model to identify their proximity to other parameters, and the patterns and relationships between them. The model uses this information to statistically "predict" an output that is most likely to be responsive, coherent and contextually appropriate relative to the original input.

37. A model can be further "fine-tuned" by adjusting its parameters to perform specific tasks or suppress undesired behaviors. For example, the model can be adjusted by changing the parameter that controls how closely the outputs adhere to probability (sometimes referred to as "temperature"). A "hotter" temperature will bias against what the model calculates as the most probable response, in favor of more random outputs. A "cooler" temperature will force the model to adhere to statistical probability in generating output, and more closely mimic the specific content or style of the training data.

OpenAI-Microsoft Partnership

38. Defendant OpenAI, Inc. was founded in 2015 as a non-profit organization involved in the research and development of AI tools. Four years later, in 2019, OpenAI relaunched itself as a for-profit enterprise, specifically through Defendant OpenAI GP, LLC and Defendant OpenAI OpCo, LLC, and in collaboration with the Microsoft Defendants. That same year, OpenAI began to release generative AI models in a "closed source" format (meaning that the public is not given access to

the source code or data used to train the model), breaking off from its usual "open" standard.

39. OpenAI and Microsoft form an inextricably interwoven corporate structure designed to advance their common generative AI business through committing the unlawful conduct alleged herein. Namely, at all material times, each Defendant:

    a. ratified and approved the acts of each of the other Defendants;

    b. was the agent, servant, employee, partner, alter ego, aider and abettor, co-conspirator and/or joint-venturer of each of the other Defendants named, operating and acting within the purpose and scope of said agency, service, employment, partnership, conspiracy and/or joint venture; and

    c. conspired, acted in concert, or substantially assisted in performing acts and omissions which furthered a common design to infringe the exclusive rights of Class Members in their reproduction and commercial exploitation of the Works, all in order to maximize profit and growth.

40. The agreement underlying the Defendants' common design was entered into and continued through meetings and communications organized and convened by the Defendants, or any of them, and attended by management and senior personnel of OpenAI and Microsoft.

41. In furtherance of the common design, Microsoft and OpenAI have collaborated in the training, development and commercialization of the Models since at least 2019.

42. Microsoft has described its relationship with OpenAI as a "partnership". To date, Microsoft Corporation has invested at least $13 billion (USD) in OpenAI Global,

LLC, in exchange for which it will receive 75% of OpenAI Global, LLC's profits until its investment is repaid, after which it will own a 49% stake in OpenAI Global, LLC.

43. In addition to financial contributions to OpenAI, Microsoft has directly assisted in: (i) building the Training Datasets, including in making the reproduction of copyrighted Works; (ii) storing, processing and reproducing the Training Datasets; and (iii) providing resources to host, operate and commercialize the Models and other generative AI products.

44. At the outset of their partnership, Microsoft and OpenAI collaborated in designing a unique supercomputing system that would then be used to "train" the Models developed after GPT-1. The supercomputing system was not designed for a general-purpose use, but rather *specifically* and *exclusively* for the purpose of training OpenAI's Models, in furtherance of the Defendants' common design.

45. With OpenAI's assistance, Microsoft built the bespoke infrastructure, which ranks in the top five most powerful publicly-known supercomputing systems in the world. This supercomputing system was required to perpetrate the unlawful conduct alleged herein.

46. Microsoft operates and powers the system using its cloud-computing platform, Azure. Microsoft is the sole cloud-computing provider for OpenAI.

47. Microsoft also provided substantial technical collaboration to OpenAI in the development and training of Models. After the release of ChatGPT, Microsoft took credit for its substantial role in the training process. Microsoft also fine-tuned and calibrated certain Models before their release to the public.

48. The Defendants' generative AI business interests are deeply intertwined. Microsoft's infrastructure and support, paired with OpenAI's innovation and expertise, are fundamental to development and commercialization of "best-in-class" generative AI models that the Defendants have profited from.

49. Recent events have further demonstrated the close relationship between OpenAI and Microsoft. In late 2023, OpenAI's CEO Sam Altman clashed with OpenAI board member Helen Toner over a paper that Toner wrote criticizing the company over "safety and ethics issues related to the launches of ChatGPT and GPT-4, including regarding copyright issues."

50. When OpenAI CEO Sam Altman was terminated by the OpenAI board on November 17, 2023, Microsoft hired him. In a November 2023 interview following the termination, Microsoft CEO Satya Nadella stated: "We have all the IP rights and all the capability. If OpenAI disappeared tomorrow, I don't want any customer of ours to be worried about it quite honestly, because we have all of the rights to continue the innovation. Not just to serve the product, but we can go and just do what we were doing in partnership ourselves. We have the people, we have the compute, we have the data, we have everything." Mr. Nadella continued, "And also this thing, it's not hands off, right? We are in there. We are below them, above them, around them. We do the kernel optimizations, we build tools, we build the infrastructure. So that's why I think a lot of the industrial analysts are saying, 'Oh wow, it's really a joint project between Microsoft and OpenAI.'"

51. Shortly after this November 2023 interview, under pressure from Microsoft (and others), OpenAI reinstated Mr. Altman as CEO and granted Microsoft a nonvoting seat on the board of OpenAI, Inc.

Defendants' Products

52. Since at least 2019, the Defendants have created and distributed generative AI products based on their own, proprietary large language models (GPT-N) and text-to-image models (DALL-E).

53. Microsoft and OpenAI collaborated in designing the GPT-N and DALL-E models, selecting the Training Datasets, and supervising their training processes.

54. The Defendants' creation and distribution of their generative AI products and their underlying models is highly commercial.

GPT-N Products

55. The Defendants' large language models are collectively referred to as "GPT-N", which stands for "Generative Pre-trained Transformer" followed by a version number. *Pre-trained* refers to the use of text-based material for training, *generative* refers to the model's ability to generate text, and *transformer* refers to the underlying training algorithm.

56. In May 2020, the main GPT-3 model was released and exclusively licensed to Microsoft that same year.

57. In November 2021, Microsoft launched its Azure OpenAI Service which provided businesses with access to available generative AI models developed by the Defendants.

58. In November 2022, OpenAI released ChatGPT, a consumer-facing chatbot application built on GPT-3.5, a further refined version of GPT-3.

59. In January 2023, Microsoft announced its plans to integrate ChatGPT into their existing products, such as Bing and Office. By this point, Microsoft made its Azure OpenAI Service generally available.

60. In February 2023, Microsoft released Bing Chat (now called Copilot). In May 2023, it released a "Browse with Bing" browser plug-in. Both combine Microsoft's search engine product with ChatGPT technology.

61. In March 2023, OpenAI released ChatGPT Plus, an application built on GPT-4, the successor to GPT-3.5. ChatGPT Plus is subscription-based and made available to consumers for $20 per month (USD). GPT-4 also underlies Microsoft's Bing Chat product, and is integrated into Microsoft's sales and marketing software, coding tools, productivity software and cloud storage services.

62. In August 2023, OpenAI released ChatGPT Enterprise, which was quickly adopted by corporate clients.

DALL-E Products

63. The Defendants' text-to-image models are collectively referred to as "DALL-E".

64. In January 2021, the first version of DALL-E was announced by OpenAI.

65. In April 2022, OpenAI announced DALL-E 2, a successor designed to generate more realistic images at higher resolutions that "can combine concepts, attributes, and styles". It was released to pre-selected users in July 2022 and to the general public in September 2022.

66. In November 2022, OpenAI began allowing developers to integrate DALL-E 2 into their own applications on a cost-per-image basis, with prices varying depending on image resolution. That same month, Microsoft released their implementation of DALL-E 2 in several products and applications, including Bing and Microsoft Edge.

67. In October 2023, OpenAI released DALL-E 3 within its ChatGPT products. Microsoft implemented the model in Bing's Image Creator tool and revealed plans to implement it into their Designer app.

Unauthorized Use and Copying of Works

68. The Defendants, individually and together, without authorization of the Plaintiff or the Class, accessed the Works of the Plaintiff and the Class for the purpose of copying them to create the Models, which are capable of generating new works that are similar to the Works of the Plaintiff and the Class.

69. These new works represent a competitive product to the Works of the Plaintiff and the Class in that their customers may choose to obtain the works they need from the Defendants or their Models, rather than the Plaintiff and Class, which constitutes infringement of the copyrights and exclusive rights they hold.

70. The Defendants, without authorization of the Plaintiff or the Class, reproduced the Works of the Plaintiff and the Class, in whole or substantial part, in two key ways: through the training process of their Models and through the Models' outputs.

71. The Defendants have been notified of their infringement in training the Models and have not ceased their infringing activities to date.

72. In addition to direct reproduction through the training process, the Defendants have developed Models that produce substantially similar or identical outputs to the

Works. Additionally, the Defendants have implemented many elements to their products to help consumers achieve substantial reproducibility.

73. The substantial copying of the Works was done intentionally in an effort to compete with the Plaintiff and Class in the same marketplace, and to take customers from their existing client bases and direct revenue away from the Plaintiff and the Class.

Training Process

74. The Models used in the Defendants' consumer-facing products were developed in two stages. *First*, they were pre-trained on large amounts of data, which involves the collecting and storing of text and/or image content to create Training Datasets and processing that content to develop the Models. *Second*, the pre-trained model is "fine-tuned" on a smaller, supervised Dataset in order to help it solve specific tasks for consumers.

75. The training process of generative AI models, by design, involves the reproduction of training data or substantial portions thereof. Further, the goal of this process is to ingest the unique expression found in the underlying training materials in order to create a model that is capable of generating an output based on these attributes.

76. To program models that could accurately mimic the Plaintiff's and others' works, the Defendants engaged in large-scale reproduction of copyrighted Works.

77. Since 2019, the Defendants have stopped disclosing and publicizing what Datasets their Models are trained on. This information is known to the Defendants.

78. OpenAI has admitted that the Models were trained on "large, publicly available datasets that include copyrighted works."

79. OpenAI has admitted that "analyzing large corpora" of data "necessarily involves first making copies of the data to be analyzed."

80. Given the volume of the Training Datasets, the training of the Models could not have occurred without Microsoft's technical and financial support. Microsoft's Azure cloud computing systems powered the training process and continue to power OpenAI's operations.

81. Microsoft employees worked closely with OpenAI personnel to understand the training process and Training Datasets used to develop the Models. Microsoft Defendants knew that the Training Datasets were scraped from the internet and included a massive quantity of pirated and copyrighted materials, but assisted OpenAI in developing bespoke infrastructure necessary to train the Models. Without Microsoft's supercomputing systems, OpenAI would not have been able to execute the mass copyright infringement and wrongful conduct alleged herein.

82. In addition to the critical assistance it provided to OpenAI, Microsoft also directly made copies of the copyrighted materials through its creation and maintenance of the supercomputing system used to train the Models.

83. The Defendants have reproduced the Plaintiff's and the Class's Works through their training of their Models.

84. The collection of the training data is only done for the purpose of replicating unique characteristics of the Works, to create a competing product.

85. Instead of creating its own works, licensing works or using works in the public domain, the Defendants have taken the intellectual property of the Plaintiff and the Class and exploited it, without authorization, to their commercial advantage.

86. To this day, the Defendants continue to or will imminently create additional unauthorized copies of the Works to train and/or fine-tune the next generation of models.

GPT-N Training

87. OpenAI has published limited details about the Datasets used to train GPT-3, admitting that it has been trained on datasets including "Common Crawl", and two "high-quality, "internet-based books corpora" which it calls "Books1" and "Books2".

88. Common Crawl is the most highly weighted dataset in GPT-3. It is a large corpus of "raw web page data, metadata extracts, and text extracts" scraped from billions of web pages. It contains text from books copied from "pirate" book repositories and proprietary sources such as news media websites.

89. Independent researchers have noted that Books2 also likely contains files downloaded from large "pirate" book repositories, such as Library Genesis or Z-Library.

90. It is estimated that Books1 and Books2 collectively contain over 350,000 books.

91. Until recently, products based on GPT-3.5 and GPT-4 such as ChatGPT could be prompted to return quotations of text from copyrighted books with a high degree of accuracy, evidencing that the underlying Model must have ingested these books in their entirety during its training process. While ChatGPT previously provided verbatim excerpts and in principle still retains the capacity to do so, it has been temporarily restrained from doing so under specific conditions by its programmers. Such requests now return the following answer from ChatGPT: "I can't provide verbatim excerpts from copyrighted texts."

92. Instead of "verbatim excerpts," ChatGPT now offers to produce a summary of the copyrighted book, which usually contains details not available in reviews and other publicly available material—again suggesting that the underlying LLM must have ingested the entire book during its "training."

93. OpenAI has previously stated that it "needs" high-quality copyrighted books to train its LLMs.

DALL-E

94. The Defendants have been characteristically opaque about the Training Datasets used to develop the DALL-E 2 and 3 models.

95. The first iteration of DALL-E is believed to have been trained on a dataset known as YFCC100M, a collection of over 99.2 million photos collected by Yahoo subject to a Creative Commons license, a public license framework that permits the creator of the work to retain copyright while allowing others to use those works non-commercially.

96. DALL-E was developed in conjunction with CLIP, a separate OpenAI model that was trained on over 400 million pairs of images with text captions scraped from the internet. The larger Training Dataset used to develop the CLIP models was kept private but titled "WebImageText".

97. The CLIP model was later used in the development of the DALL-E 2 model.

98. The proprietary image-text Datasets used to train DALL-E were created by scraping the internet for publicly available images using web crawlers.

99. In September 2023, after the development of its most advanced text-to-image model, DALL-E 3, OpenAI published information on one such web crawler, "GPTBot", along with information for website owners on how to block it from accessing their webpages' content.

100. Researchers have developed open-source versions of the proprietary Datasets used to train the Models, which included copyrighted Works scraped from the internet, such as the Work of Mr. Jackson. Many of the billions of training images found in these Datasets are harvested from artists' portfolios on publicly available platforms.

101. When it released DALL-E 3 to the public, OpenAI developed a process to allow copyright owners of images to remove their work from "future model training". This opt-out process requires copyright owners to submit individual copies of each image they'd like to remove from DALL-E's future Training Datasets, along with a description. For an artist like Mr. Jackson, that would require submitting hundreds of works one-by-one. Implicit in the opt-out procedure developed by OpenAI is the fact that Datasets used to train past iterations of DALL-E contain copyrighted Works.

Product Output

102. The pre-trained Models encode copies or substantial components of the Works, and allow for users to generate outputs that extensively copy or closely mimic the Works.

103. The Defendants' Models frequently exhibit a behavior called "memorization". Either intentionally (given the right prompt) or unintentionally (by random chance), the

Models will reproduce full or substantial portions of the materials they were trained on. This is because the models encode retrievable copies of their training data.

104. The propensity of generative AI models to "memorize" and reproduce training data is a well-documented behavior in the industry.

105. As explained above, until recently, ChatGPT provided verbatim quotes of copyrighted text. Currently, it instead offers to produce summaries of such text.

106. Similarly, DALL-E 2 allowed users to generate images in the style of particular artist simply by typing in the artist's name. Users did not have to describe specific design or artistic elements in their prompts to generate a substantially similar output image.

107. DALL-E 3 was updated to block prompts that *explicitly* requested for reproductions but is still capable of recreating images "inspired" by an artist, which will sometimes be substantially similar to the original Work of that artist.

108. The identicality of the outputs to the Works shows that the Defendants created the Models by copying the Works of the Plaintiff and the Class in an unauthorized manner.

109. The Defendants allow users to further augment a Model's ability to reproduce information through a method called "retrieval augmented generation" or "RAG". RAG allows a user to provide the model with information specific to a use-case or subject matter in order to enhance the accuracy and reliability of the information requested by the user.

110. For example, a user may ask ChatGPT to generate text output based on specific external data that the user provides as context, such as a document that the user

can uploaded. Results generated this way may increase the likelihood and similarity with which training data will be reproduced.

111. The Defendants have also commercialized GPT-N and DALL-E technology by combining it with search indices using a process called "grounding". Grounding includes receiving a prompt from a user, using the prompt to search for similar Works from the internet, and then providing the prompt together with a copy of the search-retrieved Works as additional context for the model. The model then uses the search-retrieved Works to guide its own substitute that serves the same purpose as the original. This process can also help augment and enhance reproduction of the existing training data.

112. Certain, more recent, products of the Defendants have been modified to not reproduce copyrighted Works. These models will report, for example, "... I cannot directly emulate an artist's exact style if their work is post-1912," when prompted to do so. Nonetheless *prior* products are still available and, at all material times, substantially reproduce copyrighted Works.

Harm to the Plaintiff and Class

113. The Plaintiff and Class hold exclusive rights in their Works.

114. Creators, such as the Plaintiff and Class, invest enormous resources in developing their content and honing their skills.

115. A well-established market exists for these individuals to provide paid access to and use of their Works, both by consumers and institutional users.

116. The Defendants' generative AI products seriously threaten the livelihood of the very creators on whose works they were "trained" without authorization or consent.

These products are developed to produce works that are substantially equivalent to the works produced by the Plaintiff and the Class. These products threaten to be used as a substitute, or replacement, for the Plaintiff and the Class, for example, by allowing would-be customers to pay for the use of the Defendant's generative AI products, rather than pay for the creative services of the Plaintiff and the Class.

117. The Defendants' generative AI products have diverted work, and thus income, from the Class. For example, writers lose copywriting and journalism income and visual artists lose income from marketing and web content commissions. These losses are a result of their clients switching to AI products that were trained on the Works of the Class.

118. The Plaintiff has lost income because a long-time client, Amazing Stories magazine, has diverted work from him to generative AI products.

119. Often, Works are offered under licenses to entities that wish to use the content for a commercial purpose. These licenses place strict requirements on the purposes for which the Works are used, and generate significant revenue for individuals like the Plaintiff. Here, by contrast, the Defendants have used the copyrighted content without licensing and without paying fair compensation. As a result, the Plaintiff and the Class Members' Works have lost potential market value.

120. Defendants know that one of the most attractive features of their Models is the ability to mimic and copy artists' and authors' original expression, judgment and skill. As such, they have routinely promoted and marketed their Models' ability to mimic artistic works and literature.

121. The Defendants' unauthorized and commercial copying of the Works of the Plaintiff and Class Members was manifestly unfair. The Defendants have, without authorization, exploited the works of authors to create Models that usurp the role of the very same authors. In the process, the Defendants are damaging the Class Members' livelihoods. The Defendants success and profitability is predicated on mass copyright infringement without any authorization from or compensation to the copyright owners, including the Plaintiff and the Class.

Profit of the Defendants at the Expense of Class Members

122. The Defendants have substantially benefited from their wrongful conduct.

123. Both Microsoft and OpenAI have enjoyed substantial commercial benefits from their offerings based on GPT-N and DALL-E technology. Their wrongful acts have allowed them to grow rapidly and dominate the generative AI industry, stifling competition from firms and research teams building equivalent products without unauthorized use and commercial exploitation of copyrighted Works.

124. OpenAI has realized unprecedented, exponential growth since 2019, substantially from its ChatGPT and DALL-E products which it markets, distributes and sells to residents of British Columbia and Canada. With its launch in 2023, OpenAI's ChatGPT product became one of the fastest-growing applications in history. As of February 2024, OpenAI was on pace to generate more than $4 billion (USD) in revenue in 2025, or over $333 million (USD) in revenue per month.

125. Microsoft has reaped the benefits from its collaboration with OpenAI. Due to the fact that it has preferential access to the Models, Microsoft was able to rapidly develop, market, distribute and sell its own generative AI products and online

services to residents of British Columbia and Canada. As a result, Microsoft's total revenue has increased significantly.

126. Microsoft's deployment of the Models throughout its product line has helped boost its market capitalization by over a trillion dollars in the past year alone. For example, the integration of GPT-N technology into its Bing search engine increased the search engine's usage and the advertising revenue associated with it. Just weeks after its launch, Bing surpassed more than 100 million daily users for the first time in its 14-year history.

127. Microsoft also has integrated GPT-N and DALL-E technology into its other product lines, for which it charges users a premium. Microsoft offers a series of products related to its Copilot chat technology, which is a powered by GPT-N and DALL-E.

128. Microsoft is charging users a monthly subscription fee for Microsoft 365 Copilot, a tool powered by GPT-4. Microsoft Teams is also charging an add-on license for the inclusion of AI features powered by GPT-3.5. A subset of Microsoft users also pay for Copilot Pro, which offers enhanced creative tools and accelerated performance over the basic Copilot product it makes available to the public.

129. The Defendants, by virtue of their infringement, have gained an unjust competitive advantage over other developers of similar Models. Other developers who have proceeded legally by using public domain, licensed, or owned IP to build their training databases have lagged significantly behind in the development race to be first to market with AI products and services.

130. The first to market advantage is widely recognized as an overriding factor in the success of software and tech products. The Defendants' infringing behaviour

allowed them to be the first to market and gain a dominant position as a result. The commercial advantage flowing from this unfair head start will continue to be enjoyed by the Defendants after the disgorgement of profits or payment of damages. If this behaviour is not sufficiently deterred, by this Court, the defendants or others in a similar position will be encouraged to engage in mass copyright infringement in the future.

PART 2: RELIEF SOUGHT

131. The Plaintiff claims, on his own behalf, and on behalf of Class Members:

a. An order certifying this action as a class proceeding and appointing the Plaintiff as the representative plaintiff for the Class pursuant to ss. 2 and 4 of the *CPA*;

b. Declaratory relief for copyright infringement, moral rights infringement, unjust enrichment, and the tort of conspiracy;

c. An injunction granted in accordance with s. 39.1 of the *Copyright Act*;

d. General damages, including compensatory, nominal, moral and symbolic damages, calculated on an aggregate basis in the amount of $1 billion or such other amount as may be awarded at trial, for unjust enrichment, the tort of conspiracy, and infringement of the exclusive rights of the Plaintiff and the Class;

e. statutory damages pursuant to s. 38.1(1)(a) of the *Copyright Act*, in the maximum statutory amount of $20,000 per Work or other subject matter infringed;

f. disgorgement of profits/revenues generated by the Defendants through their misappropriation and commercial exploitation of the Class Members' Works;

g. aggravated, punitive and exemplary damages in the sum of $200 million or such other sum as the Court may order;

h. An order directing a reference or giving such other directions as may be necessary to determine the issues, if any, not determined at trial of the common issues;

i. Interest under the *Court Order Interest Act*, RSBC 1996, c 79, as amended;

j. Costs for the administration of any court award or judgment obtained in this action;

k. Such further and other relief as this Honourable Court may deem just.

PART 3: LEGAL BASIS

132. The Plaintiff incorporates, repeats and pleads herein the pleadings contained in Parts 1 and 2 hereof.

133. The Plaintiff pleads and relies on the:

a. *Class Proceedings Act*, RSBC 1996, c 50, as amended;

b. *Copyright Act*, RSC 1985, c C-42;

c. *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28, as amended;

d. *Court Order Interest Act*, RSBC 1996, c 79, as amended.

Causes of Action

Copyright and Moral Rights Infringement

134. The Plaintiff and the Class own the copyrights in the Works that the Defendants copied and appropriated in developing their generative AI products. Each Defendant has unlawfully, and without authorization or consent, reproduced in whole or in substantial part the Works of the Plaintiff and Class, thus infringing on the copyrights held in these Works.

135. The Works originate from the skill and judgment of their authors and creators, the Plaintiff and the Class.

136. The Works of the Plaintiff and the Class are original artistic or literary works in which copyright subsists, in accordance with ss. 2 and 5 of the *Copyright Act*. The Plaintiff and members of the Class therefore hold the exclusive rights in their Works.

137. The Defendants' infringing conduct alleged herein was and continues to be willful.

138. The Plaintiff and the Class never authorized the Defendants to use their Works in any way. Nevertheless, the Defendants repeatedly violated their copyrights and continue to do so today.

139. As a direct result of their conduct, Defendants have wrongfully profited from copyrighted works that they do not own.

140. The full extent of the Defendants' unauthorized use of the Works is unknown to the Plaintiff and the Class but is known to the Defendants. The Plaintiff pleads and relies on each and every other infringing use of any Work owned by the Plaintiff and the Class that may be discovered through this proceeding and the trial of the action.

Primary Infringement

141. Pursuant to s. 27(1) of the *Copyright Act*, it is an infringement of copyright for any person to do, without consent of the owner of the copyright, anything that by the *Copyright Act* only the owner of the copyright has the right to do.

142. The Defendants infringed on the exclusive rights of the Plaintiff and Class Members by, *inter alia*, reproducing the Plaintiff's and Class Members' Works in Datasets used to "train" their Models.

143. By building Training Datasets containing copies of the Works, including by reproducing such works from third-party datasets or by scraping (and in the process reproducing) copyrighted content owned by the Class from websites and other Internet sources, the Defendants have directly infringed on the copyrights held by the Plaintiff and the Class.

144. During the training process for each Model, the Defendants made a series of copies of the Works. These reproductions were identical or substantially similar to the original Work. These copies were infringing reproductions of the Work of the Plaintiff and Class Members.

145. The Defendants indiscriminately copied the Works of the Plaintiff and the Class while holding themselves out to end-users as a low-cost upstart alternative to the services and products provided by the Plaintiff and the Class.

146. The Defendants' large-scale commercial exploitation of the Works of the Plaintiff and Class is not licensed, nor have they received permission to copy and use the Works to build the generative AI products.

147. By the end of the "training" process, the Defendants' Models were able to reproduce the protected expression from each Work in a manner substantially similar to that Work. Therefore, each Model qualifies as an infringing copy of the Work of the Plaintiff and Class Members.

148. The Defendants actively target the existing client base of the Plaintiff and the Class in the distribution of products and services that contain the Models, including through campaigns and advertisements highlighting their ability to reproduce unique characteristics of the Works.

149. End-users are able to access the Models through use of the Defendants' products, which are infringing Works themselves.

150. By storing, processing and reproducing copies of the Works and the Models trained on the Works on Microsoft's supercomputing platforms, both Microsoft and OpenAI

Defendants have jointly directly infringed on the copyrights held by the Plaintiff and the Class.

151. Section 3 of the *Copyright Act* sets out the rights reserved to the owner of copyright and their licensees in respect of an original work.

152. Pursuant to s. 3(1)(d) of the *Copyright Act*, "copyright" in relation to a work means the sole right to make any contrivance by means of which the work may be mechanically reproduced or performed.

153. Pursuant to s. 3(1)(f) of the *Copyright Act*, "copyright" in relation to a work means the sole right to produce or reproduce the work or any substantial part thereof in any material form whatsoever, and includes the sole right to, in the case of any literary or artistic work, to communicate the work to the public by telecommunication.

154. The Defendants have infringed the copyrights of the Plaintiff and the Class contrary to the *Copyright Act*, s. 3(1)(d) by making contrivances by means of which the Works, in whole or in substantial part, may be reproduced, i.e., a "master" program from which the Defendants' customers may make and download reproductions of the Works.

155. The Defendants have infringed the copyrights of the Plaintiff and the Class contrary to the *Copyright Act*, s. 3(1)(f) by reproducing the Works, in whole or in substantial part, in development of a substantially similar and competing product; and (b) communicating the Works, in whole or in substantial part, to the public by telecommunication in a way that allows members of the public to have access to it from a place and at a time individually chosen by that member of the public.

156. The access, reproduction and use of the Plaintiff and Class Members' Works described herein are without license or permission.

157. The Defendants continue to reproduce and copy Works, in whole and in part, in order to release new iterations of their Models.

Secondary Infringement

158. Pursuant to s. 27(2) of the *Copyright Act*, it is an infringement of copyright for any person to engage in certain prohibited acts of "secondary infringement" in respect of a copy of a work that the person knows or should have known infringes copyright or would infringe copyright if it had been made in Canada by the person who made it. These acts include, *inter alia*:

a. distributing a copy of a work to such an extent as to affect prejudicially the owner of the copyright;

b. by way of trade distributing, exposing or offering a copy of a work for sale or rental, or exhibit in public; or

c. possessing a copy of a work for the purpose of doing anything referred to above.

159. Both OpenAI and Microsoft have broadly distributed, by way of trade, reproductions of the Works of the Plaintiff and the Class to the public. The Defendants have infringed the Plaintiff and Class Members' exclusive rights contrary to the *Copyright Act*, s. 27(2) by:

a. selling;

b. distributing to such an extent as to affect prejudicially the owners of the copyrights;

c. distributing, exposing, or offering for sale by way of trade; and

d. possessing, for these purposes.

160. The Defendants knew or should have known that their reproductions would infringe the copyright in such Work if such reproductions were made in Canada by the person(s) who made them.

161. The Defendants continue to broadly distribute reproductions of the Works to the public.

Moral Rights Infringement

162. Pursuant to s. 14.1 of the *Copyright Act*, the Plaintiff and the Class have the right to integrity of their Works and the right to be associated with the work as its author by name or under pseudonym, where reasonable in the circumstances.

163. The Defendants infringed on the Plaintiff's and Class Members' rights to be associated with their works as authors by name or pseudonym by failing to identify or credit any of them in any way in connection with the Defendant's products.

164. An assignment of copyright in the Works does not, by that act alone, constitute a waiver of any moral rights.

165. Pursuant to section 28.1 of the *Copyright Act*, any act or omission that is contrary to any of the moral rights of the author of a work or of the performer of a performer's performance is, in the absence of the author's or performer's consent, an infringement of those rights.

166. The Defendants infringed on the Plaintiff's and Class Members' rights to the integrity of their Works by using their works in association with their own products and services and/or distorting the Works in their commercial exploitation of them.

167. The Defendants' use of the Works is prejudicial to the Plaintiff and Class Members' honour and reputation.

Harm & Remedies

168. The Plaintiff and Class Members have suffered material harm, loss and damage as a result of the Defendants' activities, including the loss of customers and client base and/or the diminution of value of their exclusive rights in their Works.

169. As a result of its unauthorized use of the Works, the Defendants have enjoyed significant and exponential growth in their businesses, including from customers of the Plaintiff and the Class. The Plaintiff and the Class are therefore entitled to, in addition to damages, all profits realized by the Defendants from its wrongful conduct.

170. In the alternative, the Plaintiff and the Class are entitled to claim statutory damages, pursuant to s. 38.1(1)(a) of the *Copyright Act*, in the maximum statutory amount of $20,000 per Work or other subject matter infringed.

171. The Plaintiff and Class Members have been and continue to be irreparably injured due to the Defendants' conduct, for which there is no adequate remedy at law. The Defendants will continue to infringe on the exclusive rights of Plaintiff and Class Members unless their infringing activity is enjoined by this Court. The Plaintiff and the Class are therefore entitled to permanent injunctive relief barring the Defendants' ongoing infringement.

172. Moreover, the Defendants' high-handed, knowing and willful disregard for the rights of the Plaintiff and Class also warrants an award of punitive and exemplary damages. The Defendants acted with full knowledge, or ought to have known, that their conduct was wrongful and all of the consequences arising therefrom.

173. The Defendants' willful and deliberate misconduct is further evidenced by its failure to cease activities and by its ongoing infringements of copyright in the Works. Such conduct will continue unless it is restrained by this Court.

174. Unless a wide injunction is granted in accordance with s. 39.1 of the *Copyright Act*, the Defendants are highly likely to continue to infringe the exclusive rights in the Plaintiff's and Class Members' Works. The likelihood of their doing so is evidenced both from the extent of the Defendants' infringing conduct to date, and from its failure to cease that conduct even after receiving demands to do so.

Conspiracy

175. The Defendants knew that they were infringing on the copyrights of the Plaintiff and the Class Members in their reproduction of the Works.

176. OpenAI had informed Microsoft as part of the due diligence process that it was copying and scraping copyrighted material in order to train its generative artificial intelligence models. In the course of designing and maintaining its bespoke supercomputing system, Microsoft became aware of OpenAI's direct infringement and directly assisted the copying of copyrighted content owned by the Plaintiffs and Class.

177. Microsoft controlled, directed, and profited from the infringing conduct of the OpenAI defendants. Microsoft controls and directs the platform used to store,

process, and reproduce the Training Datasets containing the Works, the Models and various Generative AI Products.

178. The Defendants conspired with each other to orchestrate these efforts to ensure rapid growth and market dominance for their Products.

179. The predominant purpose of the conduct of the Defendants was to cause injury to the Plaintiff and Class Members, namely the commercial exploitation of their Works without compensation.

180. Further, or in the alternative, the conduct of the Defendants was unlawful, by virtue of being contrary to the *Copyright Act*, and the Defendant should have known in the circumstances that damages to the Plaintiff and the Class would likely be the result.

181. The infringement of the exclusive rights vested in the Works resulted in losses and damages to the Plaintiff and the Class Members. The Plaintiff and the Class Members are entitled to recover these damages.

Unjust Enrichment

182. Through their unlawful scraping and copying of the Works and launching a competing product, for producing new works substantially similar to the Works of the Plaintiff and the Class, the Defendants have been unjustly enriched.

183. The Plaintiff and Class Members have invested substantial time, resources and energy in creating their Works.

184. Through reproduction of the Works, Defendants have unjustly misappropriated the Works in order to develop, train and promote their Models, deriving immense

profits at the expense of the Plaintiff and the Class. The Defendants have deceptively marketed their product in a manner that fails to attribute the success of their product to the copyrighted work it substantially incorporates.

185. As a result, the Defendants have been unjustly enriched by virtue of the launch of their products and their subsequent growth as a competitor to the Plaintiff and the Class, and other industry entrants. Each of the Defendants have or stand to financially profit directly or indirectly from the reproduction of the Works and the rapid development of the Models, at the expense of the Plaintiff and the Class Members.

186. The Defendants have deprived the Plaintiff and Class of the benefit of the value of their Works, including revenues.

187. Plaintiff and the Class did not consent to the unauthorized use of their works to train, develop and promote the Models.

188. The Plaintiff and the Class has suffered and will continue to suffer detriment as a result of the Defendants' conduct unless they are restrained by this Court.

189. It would be unjust for the Defendants to unfairly profit from and take credit for developing a commercial product based on unattributed reproductions of the misappropriated original expression of the Plaintiff and the Class Members.

190. The Plaintiff and Class are entitled to restitution, including disgorgement of profits and a constructive trust over all assets created with the Models.

191. The Plaintiff and Class are also entitled to an injunction, as described above.

192. The exact amount of the unjust profits is within the knowledge of the Defendants is not readily known by the Plaintiff.

Jurisdiction *Simpliciter*

193. There is a real and substantial connection between British Columbia and the facts alleged in this proceeding. The Plaintiff and the Class plead and rely upon the *CJPTA* in respect of the Defendants. Without limiting the generality of the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to section 10 of the *CJPTA* because this proceeding:

a. is brought to enforce proprietary rights in property in British Columbia;

b. concerns a restitutionary obligation that, to a substantial extent, arose in British Columbia;

c. concerns a tort committed in British Columbia;

d. concerns a business carried on in British Columbia; and

e. is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Plaintiff's address for service: **Siskinds LLP**

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Email address of service: daniel.bach@siskinds.com

Place of trial: Vancouver, BC

The address of the registry is: 800 Smithe Street
Vancouver, BC

V6Z 2E1

Date: September 11, 2024

Daniel Bach

Signature of lawyer for plaintiff
Daniel E. H. Bach

Rule 7-1(1) of the Supreme Court Civil Rules states:

(1) Unless all parties of record consent or the court otherwise orders, each party of record to an action must, within 35 days after the end of the pleading period,

(a) prepare a list of documents in Form 22 that lists

(i) all documents that are or have been in the party's possession or control and that could, if available, be used by any party at trial to prove or disprove a material fact, and

(ii) all other documents to which the party intends to refer at trial, and

(b) serve the list on all parties of record.

ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE OUTSIDE BRITISH COLUMBIA

The Plaintiff, Michael Dean Jackson, claims the right to serve this pleading on the Defendants outside British Columbia on the ground that there is a real and substantial connection between British Columbia and the facts alleged in this proceeding and the Plaintiff and other Class Members plead and rely upon the *CJPTA* in respect of the Defendants. Without limiting the foregoing, a real and substantial connection between British Columbia and the facts alleged in this proceeding exists pursuant to section 10(a), and (f) to (i) of the *CJPTA* because this proceeding:

(a) is brought to enforce, assert, declare or determine proprietary or possessory rights or a security interest in property in British Columbia that is immovable or movable property;

(b) concerns restitutionary obligations that, to a substantial extent, arose in British Columbia;

(c) concerns a tort committed in British Columbia;

(d) concerns a business carried on in British Columbia; and

(e) is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Appendix

[*The following information is provided for data collection purposes only and is of no legal effect.*]

Part 1: CONCISE SUMMARY OF NATURE OF CLAIM:

This is a proposed class action advancing a claim for damages at common law and under statute arising out of misrepresentations in disclosure documents released by the corporate defendant.

Part 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

[ ] a motor vehicle accident
[ ] medical malpractice
[ ] another cause

A dispute concerning:

[ ] contaminated sites
[ ] construction defects
[ ] real property (real estate)
[ ] personal property
[ ] the provision of goods or services or other general commercial matters
[ ] investment losses
[ ] the lending of money
[ ] an employment relationship
[ ] a will or other issues concerning the probate of an estate
[x] a matter not listed here

Part 3: THIS CLAIM INVOLVES:

[x] a class action
[ ] maritime law
[ ] aboriginal law
[ ] constitutional law
[ ] conflict of laws
[ ] none of the above
[ ] do not know

Part 4:

All as amended:

1. *Class Proceedings Act*, RSBC 1996, c 50;
2. *Copyright Act,* RSC 1985, c C-42;
3. *Court Jurisdiction and Proceedings Transfer Act*, SBC 2003, c 28; and
4. *Court Order Interest Act, RSBC 1996, c 79.*