

Second Amended filed pursuant to Rule 8-3  
Amended pursuant to R-6-1(1)(a) on 10/Sep/2025  
Originally filed 23/May/2025

No. S-253893  
Vancouver Registry



*In the Supreme Court of British Columbia*

**James Bernard MacKinnon**

Plaintiff

and

**Anthropic PBC**

Defendants

Brought under the *Class Proceedings Act*, R.S.B.C. 1996, c. 50

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**SECOND AMENDED NOTICE OF CIVIL CLAIM**

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

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

- (a) file a response to civil claim in Form 2 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

- (c) 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
- (d) 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 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.

**PART 1: STATEMENT OF FACTS**

**Introduction**

1. Anthropic PBC (“Anthropic”) set out to build an artificial intelligence (“AI”) large language model. It chose to train its model on a library of books and academic works, believing that this would give it an advantage over its competitors and make for a better model. However, rather than license books and academic works to use for this purpose, or rely only on books and academic works that were in the public domain, it instead obtained data sets online that it knew contained unlicensed copyrighted material. It made no effort to pay the owners of this copyright to obtain or use their works. Instead, with disregard for the copyright and moral rights of authors, Anthropic set out to build a tool that would make its founders and investors immensely rich while threatening the livelihood of authors in Canada.

2. The Plaintiff is an author whose works were used without his consent, license or permission by Anthropic to train its AI large language models. The Plaintiff brings a claim in copyright and unjust enrichment on his own behalf and on behalf of a class of persons resident in Canada who also had their copyrighted materials used without their license or permission by Anthropic to train its AI large language models.

### **The Plaintiff**

3. The Plaintiff, James Bernard MacKinnon, is an author, journalist, editor and educator. The Plaintiff is commonly cited in his publications as J.B. MacKinnon. The Plaintiff has an address for service at 400-856 Homer St, Vancouver, British Columbia, and has been a resident of British Columbia throughout the Class Period (defined below).
4. The Plaintiff is the author of, and owns the copyright to, the following works:
  - (a) *The Once and Future World*, published in 2013, a national bestselling non-fiction work ("*The Once and Future World*");
  - (b) *The Day the World Stops Shopping*, published in 2021, a national bestselling non-fiction work ("*The Day the World Stops Shopping*");
  - (c) "False Idyll", an article published in the compilation *The Best American Science and Nature Writing, 2013* ("*Science and Nature Writing, 2013*");
  - (d) "Tragedy of the Common", an article published in the compilation *The Best American Science and Nature Writing, 2018* ("*Science and Nature Writing, 2018*");
  - (e) "Its Tough Being a Right Whale These Days", an article published in the compilation *The Best American Science and Nature Writing, 2019* ("*Science and Nature Writing, 2019*"); and

- (f) "True Grit", an article published in the compilation *The Best American Science and Nature Writing, 2013* ("*Science and Nature Writing, 2023*").
5. The Plaintiff is the co-author of, and co-owns the copyright to, the following work:
- (a) *The 100-Mile Diet*, published in 2007, a national bestselling non-fiction work ("*The 100-Mile Diet*").
- (Co-authored and copyright co-owned with Alisa Smith)

### **Defendants**

6. The Defendant, Anthropic PBC, is a Delaware company with its principal place of business at 548 Market Street, PMB 90375, San Francisco, California, USA 94104.
7. Anthropic was founded by Dario Amodei and Daniela Amodei, former employees of Open AI, Inc. in January 2021. It has since secured significant investment from Amazon.com, Inc. and Google LLC, and/or companies affiliated with those entities.

### **The Class and the Class Period**

8. This action is brought on behalf of all members of a class consisting of the Plaintiff and all natural persons or corporations, resident in Canada, who owned or co-owned the copyright to works used by Anthropic to train one of the various versions of the Anthropic LLMs (defined below) (the "Class" and/or the "Class Members") between January 2021 and the present (the "Class Period").

### **Large Language Models**

9. Large Language Models ("LLMs") are a form of AI software that are designed to comprehend, and to generate, natural language.
10. In order to construct an LLM it is necessary to "train" it on vast arrays of text. Specifically, the software is fed with huge amounts of text from a variety of sources,

from which the machine “learns” how to comprehend and generate language. The text fed to the LLM is called the training data set.

11. The LLM is programmed to copy each text it is fed and to extract information from it. It uses this information to adjust its output so that this output will more closely resemble what it copied from the initial data set. Eventually, an LLM may be able to generate effective simulations of natural written language.

### **The Claude LLMs**

12. In March 2023, Anthropic released an AI LLM product branded as “Claude”. Anthropic completed much of the training for the first publicly released version of Claude by the summer of 2022. Anthropic has since released a series of “Claude” products, which constitute a collection of large language models (collectively the “Anthropic LLMs”).
13. The first version of Claude trained by Anthropic was called simply “Claude”. Anthropic trained Claude using three data sets: the Books3 Dataset, the LibGen Dataset, and the PiLiMi Dataset (each described below and defined below).
14. In early 2021, Mr. Amodei, on behalf of Anthropic, downloaded a dataset called “Books3” (the “Books3 Dataset”). The Books3 Dataset was described in a paper entitled “The Pile: An 800gb dataset of diverse text for language modeling” by Leo Gao *et al* in the following way:

Books3 is a dataset of books derived from a copy of the contents of the Bibliotik private tracker made available by Shawn Presser (Presser, 2020). Bibliotik consists of a mix of fiction and nonfiction books and is almost an order of magnitude larger than our next largest book dataset (BookCorpus2). We included Bibliotik because books are invaluable for long-range context modeling research and coherent storytelling.

15. Bibliotik contains approximately 196,640 books, including books by Canadian authors with active copyright protection. Mr. Presser has confirmed publicly that the Books3 dataset contains all of the Bibliotek books.
16. In June 2021, Mr. Amodei, on behalf of Anthropic, downloaded another data set called Library Genesis or LibGen (the "LibGen Dataset"). Mr. Amodei downloaded LibGen using the BitTorrent protocol. LibGen contained approximately 5 million works, including books and academic works authored by Class Members.
17. BitTorrent is a peer-to-peer file sharing communication protocol. Users install a BitTorrent client on their computer, which enables them to download large files efficiently. In essence, instead of downloading an entire file from one source, the file is broken up into pieces and each piece may be downloaded potentially from a separate source. Pieces are downloaded non-sequentially, and then reassembled into a complete file.
18. Users of the BitTorrent protocol typically not only download material, but also upload material that is stored on their computer or other users. It is this decentralized system wherein many computers are simultaneously uploading material that allows BitTorrent to be an effective protocol to quickly download large files.
19. In July 2022, Anthropic again used the BitTorrent protocol to download more pirated books. Specifically, it downloaded a library that was initially named "Z-Library", and which contained 7 million works, including books and academic works authored by Class Members. The Z-Library was shut down by the United States Federal Bureau of Investigation, but the contents library had been copied or "mirrored" to create the "Pirate Library Mirror" or PiLiMi dataset (the "PiLiMi Dataset").
20. Anthropic's engineers decided to download the PiLiMi Dataset, but realized that it had significant overlap with the LibGen Dataset. They devised a protocol to compare LibGen's contents against PiLiMi, and downloaded approximately 2

million works off PiLiMi, with the intention of obtaining additional works that were not in the LibGen Dataset. This included books and academic works Class Members authored and owned the copyright in relation to.

21. In downloading material from LibGen and PiLiMi through BitTorrent, Anthropic not only unlawfully acquired copyrighted material, it also distributed copyrighted material to other users of the BitTorrent system.
22. The LibGen and PiLiMi material shared and distributed by Anthropic through BitTorrent included material copyrighted under Canadian law owned by authors resident in Canada. Anthropic did not offer or pay a licensing fee to Class Members, or otherwise obtain their consent to obtain or use copyrighted works in this way.
23. Anthropic downloaded the Books3 dataset and used it to train the Anthropic LLMs (collectively, the "Pirated Datasets").
24. The Books3 Dataset included *The Once and Future World*, which the Plaintiff authored and which he holds copyright to, and *The 100-Mile Diet*, which the Plaintiff co-authored and which he co-owns copyright to. In respect of *The 100-Mile Diet*, the Books3 dataset included both the Canadian version and the United States version of the book (*The 100-Mile Diet* was published in the United States as "*Plenty: Eating Locally on the 100-Mile Diet*"). Further, the Books3 Dataset included "Its Tough Being a Right Whale These Days" as part of the compilation *Science and Nature Writing 2019*.
25. The LibGen Dataset included *The Once and Future World*, and two versions of *The Day the World Stopped Shopping*. Which the Plaintiff authored and holds copyright to. Specifically, the LibGen Dataset included both the United States version of *The Day the World Stopped Shopping*, which is subtitled "How Ending Consumerism Saves the Environment and Ourselves", and the Canadian version, which is subtitled "How to have a better life and greener world." Further, the LibGen Dataset includes "False Idyll", "Tragedy of the Common", "Its Tough Being a Right

Whale These Days”, and “True Grit” as part of the *Science and Nature Writing, 2013*, *Science and Nature Writing, 2018*, *Science and Nature Writing, 2019*, and *Science and Nature Writing, 2024* compilations. The Plaintiff owns copyright to each of “False Idyll”, “Tragedy of the Common”, “Its Tough Being a Right Whale These Days”, and “True Grit”.

26. Anthropic unlawfully shared and distributed *The Day the World Stops Shopping*, *The Once and Future World*, *The 100-Mile Diet*, “False Idyll”, “Tragedy of the Common”, “It’s Tough Being a Right Whale These Days”, and “True Grit” through BitTorrent.
27. Anthropic used *The Once and Future World*, *The Day the World Stops Shopping*, “False Idyll”, “Tragedy of the Common”, “Its Tough Being a Right Whale These Days”, “True Grit” and *The 100-Mile Diet*, obtained off of the Pirated Datasets, to train its Claude LLM and all of the Anthropic LLMs. Anthropic did not offer or pay a licensing fee to the Plaintiff, or otherwise obtain his consent, to obtain or use *The Once and Future World*, *The Day the World Stops Shopping*, “False Idyll”, “Tragedy of the Common”, “Its Tough Being a Right Whale These Days”, “True Grit” and *The 100-Mile Diet* in this way. Use of these works to train the Anthropic LLMs included Anthropic making further unauthorized copies of each.
28. The Pirated Datasets contained other copyrighted material, including books and academic works whose copyright is owned by the Class Members and which is protected under Canadian law.
29. The creators and assemblers of the Pirated Datasets did not license the copyrighted work contained therein any way, and did not license *The Once and Future World*, *The Day the World Stops Shopping*, “False Idyll”, “Tragedy of the Common”, “Its Tough Being a Right Whale These Days”, “True Grit” or *The 100-Mile Diet*.
30. Anthropic knew that the Pirated Datasets contained copyrighted material, yet nevertheless downloaded and used the dataset.

31. Anthropic did not pay the authors of the copyrighted material contained in the Pirated Datasets in order to access or use their work, and did not otherwise obtain a license or consent from Class Members to use copyrighted material in the Pirated Datasets.
32. Anthropic decided to train its large language model on books and academic works, including newer books still under copyright, because it believed doing so would improve its model and give it an advantage over its competition. Training the Anthropic LLMs on copyrighted work involved Anthropic making further unauthorized copies of all such work, as it is necessary to copy the work in order to “feed” it to the LLM.
33. Anthropic has trained various successor versions to Claude, including Claude 2, Claude 3, Claude 3.5, Claude 3.7 Sonnet, Claude Sonnet 4, and Claude Opus 4.1. Each successive version of Claude builds off of and incorporates the training done with the Pirated Datasets.
34. Starting in 2024, in order to obtain more original writing to train its LLMs off of, instead of pirating more books, Anthropic implemented a new policy wherein it purchased and scanned books. However, Anthropic did not obtain a license or consent from the copyright holder to use these purchased works to train the Anthropic LLMs. Further, Anthropic often bought used copies of the works, and therefore did not pay the authors to acquire the copyrighted content.
35. Anthropic kept detailed records of the works it had obtained from the Pirated Datasets, including by keeping catalogues of metadata for the books obtained off of the Pirated Datasets which were searchable by ISBN or AISN numbers. Anthropic also used a hashing protocol to identify books in its library it had obtained from the Pirated Datasets.
36. Anthropic markets access to Claude at various price points. It is available for free to try with usage limits, and subscriptions are available for users who wish to be

able to make more use of the program. These subscriptions cost up to \$100 USD / Month.

37. The Claude offerings that Anthropic makes available include (1) claude.ai, a web based version of its AI assistant, (2) the Claude iOS app, a mobile version of its AI assistance, (3) the Claude API, an interface that allows developers to integrate Claude into their applications, and (4) the Claude Team plan, a workspace for team members to collaborate that offers increased usage.
38. Claude has also been sold to third party companies for integration into their services. It has been integrated into Amazon's services, who have committed to investing up to USD \$4 billion with Anthropic.
39. Anthropic used software to remove copyright management information from the books it downloaded to train Claude, including books covered by copyright held by Class Members. It did not have the permission of the copyright holders to alter their works to remove copyright information.
40. Anthropic used a software to remove copyright management information from the Plaintiff's books. It did not have the permission of the Plaintiff to alter their works to remove copyright information.
41. On June 5, 2024, Anthropic made Claude available in Canada.
42. Collectively, the material copyrighted under Canadian law owned by authors resident in Canada used by Anthropic to train the Anthropic LLMs, including material in the Pirated Datasets, is "the Copyrighted Works".

### **Anthropic Concealment**

43. Anthropic took steps to conceal the fact that it had infringed copyright material in training the Anthropic LLMs. Anthropic's efforts were sufficiently successful that the fact it used the LibGen and PiLiMi Datasets only became publicly known through litigation conducted in the United States. These steps include:

- (a) Training Claude to respond in a misleading way if a user asked if it was built off of copyrighted material;
- (b) Removing copyright management information from material before it was fed into Claude so that the LLM did not itself learn that it was built off of copyrighted material.

### **Anthropic Benefited**

- 44. Training the LLM on copyrighted materials including the Copyrighted Works has improved the performance of the Anthropic LLMs.
- 45. Anthropic has monetized, currently monetizes, and plans in the future to continue to monetize, both directly and indirectly, the Anthropic LLMs.
- 46. At the time this claim was filed in May 2025, public records suggested Anthropic had a valuation of \$60 billion USD. At the time the amended claim was filed in September 2025, public records suggest that Anthropic's valuation had more than tripled, to \$183 billion USD.

### **The Plaintiff and the Class Members Suffered a Loss**

- 47. The Plaintiff and the Class Members held copyright in the Copyrighted Works. This copyright was infringed, which inherently causes a loss to a copyright holder.
- 48. Further, the Plaintiff and the Class Members lost the opportunity to choose to license their copyright in the Copyrighted Works to Anthropic, for some or any purpose that the Plaintiff and the Class Members may see fit.
- 49. The Plaintiff and the Class Members lost the opportunity to choose not to contribute to the development of the Anthropic LLMs, which pose a threat to people who do creative work, including authors.
- 50. The Anthropic LLMs pose a threat to the market for the creative written work that the Plaintiff and the Class Members produce. Anthropic has diminished the value

of the Plaintiff and the Class Members' written work by diminishing the demand for original works and by contributing to competition in the marketplace caused by AI generated works.

51. The Plaintiff and the Class members hold moral rights to the integrity of their work and the right to be associated with the work or remain anonymous. Anthropic's use of the works to train the Anthropic LLMs harmed the Plaintiff and the Class Member's moral rights by undermining the integrity of the works and associating the works with a project that ultimately poses a threat to the business and livelihood of authors, and to the literacy of society generally.

### **Anthropic Circumvented Technological Protection Measures**

52. Some of the Copyrighted Works were made available by their publisher as electronic books (the "Copyrighted E Books").
53. The Copyrighted E Books were protected from unauthorized copying by encryption and/or digital rights management ("DRM") tools such as access control technology (collectively, encryption and DRM are the "Technological Protection Measures"). The Technological Protection Measures mean that these files are "read only", they cannot ordinarily be copied or edited with those measures in place.
54. In order to use these Copyrighted E-Books for its commercial purpose of training Claude, Anthropic at all material times knew that it had to either itself remove the Technological Protection Measures or obtain copies of the Copyrighted E-Books that already had the Technological Protection Measures removed.
55. Anthropic knew at all material times that most if not all pirated books such as those contained in the Pirated Datasets have had the Technological Protection Measures that preclude unauthorized copying removed in whole or in part.
56. For the express commercial purpose of facilitating its aim of making further copies of the Copyrighted E-Books, Anthropic sought out and downloaded the Copyrighted E-Books from the Pirated Datasets.

57. Subsequently, as a component of training the Anthropic LLMs, Anthropic made copies of the Copyrighted E-Books. Anthropic could not have done so if the Technological Protection Measures had been in place.
58. By intentionally selecting versions of the Copyrighted E-Books that had been stripped of their Technological Protection Measures, and/or removing such measures itself, for a commercial purpose unrelated to any statutorily protected fair dealing, Anthropic knowingly and intentionally avoided and bypassed such Technological Protection Measures.
59. By downloading the Copyrighted E Books from the Pirated Datasets, Anthropic circumvented the Technological Protection Measures.
60. Anthropic removed and altered rights management information in electronic form without the consent of the owner of the copyright in the work by using software to remove copyright management information in the Copyrighted Works, including the Copyrighted E Books.
61. Anthropic removed and altered rights management information in electronic form without the consent of the Plaintiff by using software to remove copyright management information in his works.

**.The Plaintiff and the Class Members Were Given No Opportunity to Sell or License**

62. Anthropic provided copyright holders in Canada, including the Plaintiff and other Class Members, no opportunity to license their books to Anthropic for the purposes of training the Anthropic LLMs.

**Anthropic Knew**

63. Anthropic at all relevant times knew or ought to have known that the Copyrighted Works were copyrighted.
64. Anthropic at all relevant times knew or ought to have known that it did not have a license or otherwise have permission to download the Copyrighted Works, or to

use the Copyrighted Works to train the Anthropic LLMs. Anthropic at all material times knew that in using BitTorrent it was not only unlawfully acquiring the Copyrighted Works, it was also unlawfully distributing them.

65. Anthropic determined that, rather than attempt to obtain a license or (until 2024) even purchasing a copy of the works it wished to train its LLMs on, it would instead violate copyright and face whatever consequences arose. This included engaging in unauthorized distribution of copyrighted works through BitTorrent. In so doing it acted in a high handed manner without regard for the rights of the Plaintiff or the Class Members.
66. Anthropic at all relevant times knew or ought to have known that the Copyrighted E Books were protected by Technological Protection Measures, and that it was circumventing such measures by acquiring the Copyrighted Works through the Pirated Datasets.

## **PART 2: RELIEF SOUGHT**

67. The Plaintiff claims on their own behalf and on behalf of the proposed Class Members:
  - (a) An order pursuant to s. 4 of the *Class Proceedings Act*, [RSBC 1996] c. 50, (“CPA”) certifying this action as a class proceeding;
  - (b) An order pursuant to s. 2 of the CPA appointing the Plaintiff as the representative Plaintiff;
  - (c) A declaration that the defendant is liable for infringing, authorizing, and or inducing the infringement of the copyright and moral rights owned by the Plaintiff and the class members in the Copyrighted Works, including through distribution of the Copyrighted Works;
  - (d) A declaration that the defendant is liable for circumventing a technological protection measure contrary to ss. 41 and 41.1 of the *Copyright Act*, R.S.C. 1985, c. 42;

- (e) A declaration that the defendant is liable for knowingly removing or altering rights management information in electronic form contrary to s. 41.22(1) of the *Copyright Act*;
- (f) A declaration that the defendant is liable for unjustly enriching themselves at the expense of the Plaintiff and the Class Members;
- (g) Damages, including damages under ss. 35, 41.1 and 41.22 of the *Copyright Act*, and/or statutory damages under s. 38.1 of the *Copyright Act*;
- (h) An order pursuant to ss. 35 and/or 41.1 of the *Copyright Act* for, in addition to damages, such part of the profits that the defendant has made from the infringement that were not taken into account in calculating the damages that the court considers just;
- (i) An accounting and disgorgement of profits and/or restitution in respect of the defendants' unjust enrichment;
- (j) Aggregate damages;
- (k) Punitive damages for the defendant's repeated, wilful, and knowing infringement of the Plaintiff and the Class Member's copyright and moral rights in the Copyrighted Works, including, with respect to Quebec class members, punitive damages under the Quebec Charter of Human Rights and Freedoms, CQLR c C-12 (the "Quebec Charter");
- (l) A permanent injunction pursuant to s. 34, 41.1 and 41.22 of the *Copyright Act* restraining the defendant, its directors, officers, employees, agents, licensees, successors, assigns, related or affiliated companies, and all those under the control of the Defendants from, directly or indirectly, infringing copyright or moral rights in the Copyrighted Works or circumventing the Technological Protection Measures;
- (m) Pre-judgement and post-judgement interest pursuant to the *Court Order Interest Act*;

- (n) Costs of all notices and of administering the plan of distribution of the judgment in this action, together with applicable taxes; and
- (o) Such further and other relief as this Honourable Court may deem just.

### **PART 3: LEGAL BASIS**

68. The Plaintiff plead and relies upon:

- (a) The *Class Proceedings Act*;
- (b) The *Copyright Act*;
- ~~(c)~~ (c) The *Court Order Interest Act*, [R.S.B.C. 1996], c. 79;
- ~~(e)(d)~~ (d) *The Quebec Charter*, and
- ~~(d)(e)~~ (e) The Supreme Court Civil Rules, B.C. Reg. 168/2009.

### **Causes of Action**

#### ***Breach of Copyright Act***

- 69. The Plaintiff and the Class Members are the owners of the copyright and the moral rights in the Copyrighted Works.
- 70. Without license or permission from the Plaintiff and the Class Members, Anthropic has reproduced and continues to reproduce and exploit the Copyrighted Works (or a substantial part thereof), contrary to ss. 3 and 27 of the *Copyright Act*.
- 71. Anthropic has infringed the moral rights of the Class Members, contrary to s. 28.1 of the *Copyright Act*.
- 72. Without license or permission from the Plaintiff and the Class Members, Anthropic has infringed their copyright in the Copyrighted Works by distributing the Copyrighted Works to others through BitTorrent, contrary to s. 27 of the *Copyright Act*.

73. Anthropic has circumvented technological protection measures contrary to s. 41.1 of the *Copyright Act*.
74. Anthropic removed and altered rights management information in electronic form without the consent of the owner of the copyright contrary to s. 41.22 of the *Copyright Act*.
75. Anthropic continues to breach the *Copyright Act* as described above.

### ***Unjust Enrichment***

76. Anthropic has benefited from its use of the Copyrighted Work without license or permission as that work allowed it to improve the potentially extremely lucrative Anthropic LLMs.
77. The Plaintiff and the Class Members have suffered a corresponding deprivation as they lost the ability to either license their work to Anthropic or choose to not participate in the development of the Anthropic LLMs.
78. There is no juristic reason for this benefit and corresponding deprivation.

### **Quebec Charter**

79. Each of the above acts constitutes an unlawful and intentional infringement of the Class Members rights to integrity and dignity (s. 4) and to the free enjoyment and disposal of their property (s. 6) under the Charter.

### **Remedies**

#### ***Damages***

- 79-80. Pursuant to s. 34 of the *Copyright Act*, the Plaintiff and the Class Members are entitled to all remedies including by way damages, accounts, delivery up and otherwise that are or may be conferred by law for the infringement of a right. As a result of Anthropic's acts and omissions, as particularized above, the Plaintiff and the Class Members have suffered losses and damages. These damages include

loss of control of their copyrighted works, moral rights and the loss of licensing revenue.

~~80-81.~~ The Plaintiff and the Class Members claim damages under ss. 35, 41.1 and 41.22 of the *Copyright Act*, and may elect at any time prior to final judgement being rendered to pursue statutory damages under s. 38.1 of the *Copyright Act*.

~~81-82.~~ The Plaintiff and the Class Members claim an accounting of profits and disgorgement and/or restitution in respect of Anthropic's unjust enrichment.

### ***Punitive Damages***

~~82-83.~~ Anthropic's conduct in acquiring, sharing, and using the Copyrighted Works was high handed, arrogant, and displayed a reckless disregard for the rights of the Class Members. The Plaintiff asks this Court to award punitive damages against Anthropic in an amount deemed appropriate by the Court.

~~84.~~ In respect of Class Members to whom the *Quebec Charter* applies, each of the above acts constitutes an unlawful and intentional infringement of the Class Members' rights to integrity and dignity (s. 4) and to the free enjoyment and disposal of their property (s. 6) under the *Quebec Charter*, entitling such Class Members to punitive damages.

### ***Injunction***

~~83-85.~~ The Plaintiff asks this Court to issue an injunction pursuant to s. 34, 41.1 and 41.22 of the *Copyright Act* restraining the Defendants, their directors, officers, employees, agents, licensees, successors, assigns, related or affiliated companies, and all those under the control of the Defendants from, directly or indirectly, infringing copyright or moral rights in the Copyrighted Works or circumventing the Technological Protection Measures. This includes publishing or making available in British Columbia any Anthropic LLM built off of or integrating infringement of the plaintiff and the Class Member's copyright.

**Jurisdiction**

**84.86.** This action has a real and substantial connection with British Columbia because, among other things, it concerns property located in British Columbia, a tort that caused damage to the Plaintiff in British Columbia, restitutionary obligations arising in British Columbia, is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia.

Plaintiff's address for service:

**CFM LAWYERS LLP**  
#400 – 856 Homer Street  
Vancouver, BC V6B 2W5  
Tel: (604) 689-7555  
Fax: (604) 689-7554  
Email: service@cfmlawyers.ca

Place of trial: Vancouver Law Courts

Address of the registry: 800 Smithe Street, Vancouver, BC V6Z 2E1

Date: 23/May/2025



Signature of lawyers  
for Plaintiff

Reidar Mogerman and Oliver Pulleyblank

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**ENDORSEMENT ON ORIGINATING PLEADING OR PETITION FOR SERVICE  
OUTSIDE BRITISH COLUMBIA**

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The Plaintiff claims the right to serve this pleading/petition on the Defendants outside British Columbia on the ground that:

The Plaintiff has at all material times been a resident of British Columbia and has suffered loss in British Columbia. This Action property in British Columbia, a tort that was committed in British Columbia, is a claim for an injunction ordering a party to do or refrain from doing anything in British Columbia, and concerns restitutionary obligations that, to a substantial extent, arose in British Columbia. The Supreme Court of British Columbia has jurisdiction with respect to this matter and the Plaintiff pleads the *Court Jurisdiction and Proceedings Transfer Act*, 2003, SBC Chapter 28 and amendments thereto.

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.

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**APPENDIX**

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**CONCISE SUMMARY OF NATURE OF CLAIM:**

A claim on behalf of persons resident in Canada who, during the Class Period, had their copyrighted works used by Anthropic without license of permission to train its AI Large Language Models.

**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
- a matter not listed here

THIS CLAIM INVOLVES:

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