Court File No.:

FEDERAL COURT
PROPOSED CLASS PROCEEDING

B E T W E E N:

JOAN THOMAS

Plaintiff

and

APPLE INC. and
APPLE CANADA INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or a solicitor acting for you must prepare a Statement of Defence in Form 171B prescribed by the *Federal Court Rules*, serve it on the plaintiff's solicitor or, if the plaintiff does not have a solicitor, serve it on the plaintiff, and file it, with proof of service, at a local office of this Court.

> WITHIN 30 DAYS after the day on which this statement of claim is served on you, if you are served in Canada or the United States; or
>
> WITHIN 60 DAYS after the day on which this statement of claim is served on you, if you are served outside Canada and the United States.
>
> TEN ADDITIONAL DAYS are provided for the filing and service of the statement of defence if you or a solicitor acting for you serves and files a notice of intention to respond in Form 204.1 prescribed by the *Federal Court Rules*.

Copies of the *Federal Court Rules*, information concerning the local offices of the Court and other necessary information may be obtained on request to the Administrator of this Court at Ottawa (telephone 613-992-4238) or at any local office.

IF YOU FAIL TO DEFEND THIS PROCEEDING, judgment may be given against you in your absence and without further notice to you.

Date: Thu October 2, 2025

Issued by: _____
(Registry Officer)

NATALIE WONG
REGISTRY OFFICER
AGENT DU GREFFE

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TO: **APPLE INC.**
One Apple Park Way
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United States of America

AND TO: **APPLE CANADA INC.**
120 Bremner Blvd., Suite 1600
Toronto, ON M5J 0A8
Canada

CLAIM

I. INTRODUCTION

1. The Plaintiff, Joan Thomas, brings this proposed class action on her own behalf and on behalf of others similarly situated ("**Class Members**", as defined below) against Apple Inc. and Apple Canada Inc. (together, "**Apple**" or the "**Defendants**").

2. The Plaintiff and Class Members are copyright holders of original literary, scholarly, dramatic, or artistic creations or works (the "**Works**"). The Works originate from the skill, expression and judgment of their authors and creators, primarily the Class Members.

3. The action arises from Apple's unauthorized use and appropriation of the Class's copyright-protected Works, in developing their artificial intelligence ("**AI**") programs.

4. Apple—one of the world's largest technology companies—engaged in this mass infringement with the intention of creating products that would compete with the Class Members' Works, and with the intention of gaining a competitive advantage in the AI industry.

5. These benefits firmly crystallized for Apple.

6. Throughout 2024, Apple began releasing its generative AI programs (also known as large language models or "**LLMs**"), culminating in the formal launch of its commercial platform branded as Apple Intelligence. The day after Apple Intelligence was introduced, Apple's market value surged by over $200B—marking the single most profitable day in the company's history. With Apple Intelligence, the company aims to generate trillions in additional market capitalization in the years ahead.

7. Apple's LLMs were created using a massive library of data which included copyrighted works—such as the Class's Works—that Apple reproduced, used and appropriated without authorization.

8. The licensing market for AI training data is burgeoning. Nevertheless, rather than license the Works from Class Members, Apple built its data library by using datasets of "pirated" materials that included the Works.

9. Apple's data library was further augmented by its use of a software program that copied mass quantities of webpages—which included the Works—for nearly nine years before disclosing that this scraped data was going to be used to train Apple's LLMs. Apple knew or ought to have known that had it asked for permission, a substantial amount of rights holders would have opted out and the volume of their data library would have been markedly reduced.

10. In sum, Apple has infringed on the rights of the Plaintiff and the Class to create AI programs whose outputs serve to compete with and dilute the market for those very works—works without which Apple Intelligence would have far less commercial value.

11. This conduct has deprived Class Members of control and dignity over their Works, undermined the economic value of their labour, and positioned Apple to achieve a massive competitive advantage through unlawful means.

II. RELIEF SOUGHT

12. The Plaintiff, on her own behalf and on behalf of other Class Members, claims:

    (a) an order certifying this action as a class proceeding and appointing the Plaintiff as the representative plaintiff of the Class, pursuant to Part 5.1 of the *Federal Court Rules*;

    (b) a declaration that:

(i) Apple has infringed the Class Members' copyright contrary to ss. 3 and 27 of the *Copyright Act*;

(ii) Apple has infringed the Class Members' moral rights contrary to ss. 14.1 and 28.1 of the *Copyright Act*;

(c) injunctions in accordance with ss. 34 and 39.1 of the *Copyright Act* prohibiting Apple and all those under their control from:

(i) infringing, authorizing, or inducing the infringement of the Class Members' copyright or moral rights in the Works;

(ii) using or commercializing the LLMs that were created using the Works in any capacity or form;

(iii) making the Works or the LLMs available anywhere in Canada.

(d) general damages and an accounting of Apple's profits pursuant to s. 35 of the *Copyright Act* in amounts to be determined at trial;

(e) in the alternative to (d), if elected before final judgment is rendered, an award of statutory damages in the amount of $20,000 per Work (or an amount that the Court considers just) pursuant to s. 38.1 of the *Copyright Act;*

(f) punitive or exemplary damages;

(g) pre-judgment and post-judgment interest pursuant to ss. 36 and 37 of the *Federal Courts Act*; and

(h) such further and other relief as this Court deems just.

III. PARTIES

A. The Plaintiff and the Class Members

13. The Plaintiff, Joan Thomas, resides in Winnipeg, Manitoba.

14. Ms. Thomas has over 30 years of experience as an author and journalist. She has worked as a freelance journalist and book reviewer for *The Globe and Mail*, the *Winnipeg Free Press* and *Prairie Fire*.

15. Ms. Thomas is a Canadian author of and holds copyright to five published novels, including:

    (a) *Reading by Lightning*, published by Goose Lane Editions, a Canadian book publishing company headquartered in Fredericton, New Brunswick;

    (b) *Curiosity*, published by McClelland & Stewart Limited, a Canadian publishing company headquartered in Toronto, Ontario and owned by Penguin Random House of Canada, the Canadian branch of global publisher Penguin Random House,

    (c) The Opening Sky, published by McClelland & Stewart Limited;

    (d) *Five Wives*, published by HarperCollins Canada, the Canadian branch of global publisher HarperCollins, headquartered in Toronto, Ontario; (the "**Thomas Asserted Works**", which are included in the definition of "**Works**").

16. The Plaintiff brings this action on her own behalf and on behalf of (the "**Class**" or "**Class Members**"):

> *all persons resident in Canada or corporations domiciled in Canada or incorporated under Canadian law who, on or before the date of certification, were:*
>
> *(a) the author of a Work;*
>
> *(b) employer of that author at the time that Work was made; or*
>
> *(c) an assignee or licensee of either that author or that employer,*
>
> *whose Work was reproduced, used and/or retained by Apple in the development of its LLMs*.

17. The Plaintiff is a member of the Class.

18. Class Members are owners of the copyright in their Work(s).

B. The Defendants

19. The Defendant, **Apple Inc**., is a public company incorporated under the laws of California with its principal place of business at One Apple Park Way, Cupertino CA 95014. Apple Inc. has substantial presence and generates significant revenue in Canada. It also conducts business, directly and indirectly, through its wholly-owned subsidiary, affiliate and operating unit, Apple Canada Inc.

20. The Defendant, **Apple Canada Inc.**, is a company incorporated under the laws of the Province of Ontario and headquartered at 120 Bremner Blvd., Suite 1600, Toronto, ON, M5J 0A8. Apple Canada Inc. has only served Apple Inc. in the context of the conduct and actions alleged in this claim. Apple Inc. has exerted control and ownership over Apple Canada Inc. at all material times.

21. The business of each Defendant is inextricably interwoven with that of the other for the purposes of putting large language models and artificial intelligence programs into the stream of commerce in Canada. The Defendants acted pursuant to a common design in, *inter alia*, putting large language models and artificial intelligence programs into the stream of commerce in Canada. The arrangement ensured that all parties to the common design had an incentive to maximize profit from the supply of the Defendants' large language models and artificial intelligence programs in Canada.

22. Together, the Defendants develop, design, market, sell and distribute technology products and services in Canada, including digital media services and software products. Both Defendants have staff physically located and operating in Canada.

23. In view of the close relationship between the Defendants (collectively herein, "**Apple**"), each is jointly and severally liable for the acts and omissions of the other, and any damages attributable to any of them.

IV. FACTS

A. Large language models

24. Artificial intelligence (commonly abbreviated to "**AI**") is software that is designed to algorithmically generate content in response to user inputs. These programs are powered by algorithms that use statistical methods to create the illusion of human reasoning, inference or expression.

25. The Apple Intelligence platform includes several AI software programs called large language models ("**LLMs**").

26. LLMs are designed to generate text that closely resembles human communication in response to user inputs.

27. Unlike most software programs, which are built through software programmers writing code, an LLM is produced through a "training" process. The training process involves copying and ingesting large quantities of textual works. The corpus of text used for this purpose is referred to as the "**training dataset**".

28. During training, the contents of each dataset are copied, and expressive information from these datasets is extracted and ingested by the model. The LLM stores this data in a compressed or translated form (also called "**weights**") that define the LLM's behaviour. This data is entirely unique and derived from the protected expression in the training dataset.

29. Once the LLM has been developed, it can emit convincing simulations—or copies—of natural written language in response to user inputs (also called "**prompts**"). Whenever the LLM generates an output in response to a user prompt, it is computing the stored data and imitating the protected expression from the training dataset.

30. Whereas the quality of a traditional software program depends on the experience and expression of the programmer writing it, the quality of an LLM is directly dependent on the quality and size of the training dataset being used. An LLM that

is trained on a larger dataset will have a larger "**parameter size**", meaning that it can store more weights or data and perform more complex tasks.

31. Accordingly, the LLM is "better" at generating its outputs (*i.e.*, simulating human expression) when there is more data copied and ingested in the training process.

32. Data such as the Works are a particularly valuable source as they contain distinctive expression and unique, fine-grained information.

B. Apple's unauthorized use and copying of Works

33. Recognizing the value of high-quality data such as the Works, Apple knowingly used (downloaded, copied and reproduced) the Works of Class Members in developing its LLMs without authorization.

34. The particulars of Apple's conduct and use of the Works are detailed below.

Apple's OpenELM Language Models were trained on copyrighted Works

35. In or around April 2024, the Defendants first announced the release of their OpenELM language models, which included a set of variants called OpenELM-270M, OpenELM-450M, OpenELM-1_1B, and OpenELM-3B ("**OpenELM Language Models**").

36. The OpenELM Language Models are available in Canada.

37. The main difference between the OpenELM Language Model variants is their parameter size. For example, the OpenELM-3B Language Model, which is the largest, is named so because it stores three billion weights (that is, the expression found in its training dataset).

38. In releasing the OpenELM Language Models, the Defendants published limited details about the source of the training datasets used:

(a) Each OpenELM Language Model is hosted on a website called "Hugging Face". The description card for each OpenELM Language Model states: "*Our pre-training dataset contains … a subset of RedPajama*."

(b) Apple published a paper about its OpenELM Language Models where it revealed that a substantial quantity of its training data came from the "Books" subset of a dataset called "RedPajama".

39. The RedPajama dataset includes a copy of a dataset called Books3 (the "**Books3 Dataset**").

40. The Books3 Dataset is a dataset of books derived from a copy of the contents of a website called "Bibliotik".

41. Bibliotik is one of several notorious "shadow libraries" that is widely known in the online piracy community. Online piracy is the practice of downloading and distributing copyrighted works, such as music, movies or software, without permission. Often, this distribution occurs through a peer-to-peer file-sharing method known as "torrenting".

42. In the piracy community, Bibliotik is described as a "private tracker". A private tracker is a torrent website that is invite-only. Private trackers like Bibliotik are basically impossible for the average person to get invited to. Bibliotik contains vast quantities of unlicensed copyrighted materials, including the Works.

43. The Books3 Dataset contains approximately 196,640 books stored in plain ".txt" format, a file format that preserves raw text data. As a result, the Books3 dataset consists solely of the textual content of those 196,640 books.

44. The Books3 dataset includes copies of the Thomas Asserted Works, and other Class Members' Works. These Works were obtained and reproduced without license or consent.

45. Until October 2023, the Books3 dataset was available from Hugging Face. At that time, the Books3 dataset was removed with a message that it "is defunct and no longer accessible due to reported copyright infringement".

46. Before October 2023, anyone who used the "Books" subset of the RedPajama dataset for training necessarily made a copy of the Books3 dataset. Based on the information revealed in the OpenELM research paper, this includes Apple.

47. OpenELM Models were also trained on other copyrighted Works obtained from a dataset called **"The Pile**". These Works were obtained and reproduced without license or consent.

48. Apple monetized the OpenELM Models by, *inter alia*, leveraging them to advance its presence and position in the AI industry. The public release of the OpenELM Models came only days after Microsoft Corporation, one of Apple's competitors, announced the release of a similar family of LLMs called "Phi-3". After announcing its development of the OpenELM Models, Apple's market value began steadily increasing after a long period of stagnation.

49. Apple further monetized the OpenELM Models by using them in the development of its commercial AI software products, as detailed below.

Apple's Intelligence Foundation Language Models were trained on copyrighted Works

50. In or around June 2024, the Defendants announced the release of their commercial AI software platform, Apple Intelligence.

51. Apple Intelligence includes two models that are called the *Apple Intelligence Foundation Language Models* ("**Foundation Language Models**"). One of the Foundation Language Models is comparable in parameter size to the OpenELM Language Models.

52. Apple Intelligence, and the two underlying Models, are available in Canada.

53. Apple published a paper describing the Foundation Language Models in or around July 2024 (the "**FLM Paper**"). The FLM Paper highlights that a model's ability to generate written content is significant—if not critical—as it empowers various downstream uses.

54. The FLM Paper notes that both of the Foundation Language Models were trained on the same corpus of training data. It reveals three sources of training dataset used by the Defendants in developing the Foundation Language Models:

(a) **Data licensed from publishers:** Apple describes this data as "limited" in quantity and does not use the licensed data during the main phase of training the Foundation Language Models.

(b) **Publicly available datasets**: Apple does not elaborate on the specific datasets used but has previously referred to datasets like Books3, which include copyrighted materials such as the Works, as "publicly available" or "open-sourced". The "public" nature of the data collected in the dataset does not mean that it was lawfully obtained or that the party providing copies of the dataset has authority to extend a valid license to use the underlying copyrighted works. This source of data contained some of the Works.

(c) **Data obtained by "web crawling"**[1]: Apple used data that was harvested by its web crawler, Applebot, which has been crawling the web, including Canadian-based websites owned or operated by the Class Members and websites that publish Works authored by the Class Members, since approximately mid-2015. This dataset was disproportionately composed of high-quality and copyrighted content, including the Works. Apple has retained copies of all Applebot data scraped before this wave of opt-outs, in the expectation of training future models, as part of its data library. This source of data contained some or all of the Works.

[1] Data crawling is an automated process of gathering data from websites. First, bots ("crawlers") are used to traverse links, discover new web pages, and create a comprehensive map of the internet. Then, these web pages are scraped to extract and store specific, structured data from targeted sections for a particular purpose (such as developing a training dataset).

55. Apple obscures the training datasets for its Foundation Language Models to blur its use of copyrighted materials, including the Works.

56. Apple's decision not to disclose further detail on the training datasets for the Foundation Language Models stem, in part, from the fact that other companies that released AI programs faced intense legal and regulatory scrutiny after publicizing their data sources, which included copyrighted materials such as the Works.

57. Further, Apple recognized first-hand the necessity for obscuring the origins of the training data used in its Foundation Language Models on two separate occasions:

    (a) After it had revealed details on the training data used in the OpenELM Models, Apple faced negative press as a result of its use of copyrighted materials, including the Works. Even though the OpenELM Models were optimized for on-device processing (*i.e.*, use on Apple's products), Apple later released a statement saying that it didn't intend to use the OpenELM Models to specifically power any AI features in its products.

    (b) In June 2024, Apple first revealed that it was using Applebot-scraped data for training its Models. In response to this disclosure, by August 2024, numerous major commercial web publishers had chosen to opt out of Applebot scraping—by which point it was too late given that Apple's training process had already been completed. For that reason, Apple's disclosure in June 2024 that it was using Applebot data to train language models came too late for any of these opt-outs to matter. Apple had already scraped the data and trained Models with it. Had Apple revealed that it was using Applebot as a data source sooner, its training dataset used in the Foundation Language Models would have been significantly more limited.

58. In addition, Apple stripped copyright management information from the materials used to train its Foundation Language Models, preventing the LLMs from revealing that they were derived from copyrighted Works.

59. A substantial portion of Apple's LLMs use training datasets, including the Foundation Language Models, is comprised of copyrighted Works—which Apple reproduced without authorization or license, and without providing attribution or compensation.

60. In developing its LLMs and Apple Intelligence, Apple copied and reproduced the Works, including the Thomas Asserted Works, without obtaining permission or licensing from the Class Members.

61. Apple's training of its LLMs necessarily involved making copies of the Works, including the Thomas Asserted Works.

62. Apple knew at all times that the training datasets that it used contained copyrighted materials, including the Works.

63. Apple knew that it did not have a license or permission to copy or reproduce the Works or use the Works to train its LLMs.

64. Apple knew at all material times that it did not have a right to use copyrighted materials contained in its training datasets, including the Works. It did so anyway to accelerate its growth in the AI industry and commercialize its own AI programs.

65. Apple chose not to pursue a license or obtain consent, and instead proceeded in violation of copyright. In doing so, it acted in a high-handed manner, disregarding the rights of the Plaintiff and Class Members.

C. Apple profits at the Class's expense

66. Apple has enjoyed substantial commercial benefits as a result of its conduct, at the expense of Class Members' rights.

67. Apple has, both directly and indirectly, monetized and will continue to monetize its LLMs, including the OpenELM Language Models and Foundation Language Models.

68. Apple is among the world's most valuable companies by market capitalization. It has been a publicly traded company for approximately 45 years. The day after Apple formally announced its commercial AI platform branded as "Apple Intelligence", including its LLMs, Apple's market value surged by over $200B—marking the most profitable single day in the company's history.

69. Through Apple Intelligence, Apple hopes to add trillions to its market capitalization in coming years.

70. Apple has also recently begun to produce its own creative content such as film, television and other media. Accordingly, Apple is also a competitor to some or all of the Class Members whose Works it infringed on.

71. Through the conduct alleged herein, Apple has been able to accelerate its growth in the AI industry while undermining companies and research groups that attempt to develop comparable programs without unauthorized use and commercial exploitation of copyrighted Works.

D. Harm to the Class

72. Class Members held exclusive rights in the Works, which were infringed by Apple.

73. Apple has not compensated or licensed the Plaintiff's or Class Members' works which it copied and used in training its LLMs.

74. Class Members, such as the Plaintiff, have invested significant time, labour and resources in honing their artistic expression and in creating the Works. There is a well-established market in which Class Members can monetize their unique expression and skill, and earn income by granting consumers and institutions paid access to and use of their Works.

75. The Defendants have deprived the Class Members of the benefit of the value of their Works, including revenues.

76. Apple's LLMs impair the market for the Class Members' Works and create market dilution. These programs are designed to generate outputs that are substantially equivalent to the Works created by the Plaintiff and the Class, which they used without consent. Apple's LLMs are designed to ultimately replace human authors, including the Class Members. They are aimed at being used as substitutes for the creative contributions of the Plaintiff and the Class.

77. For example, Apple's LLMs divert work, and thus income, from the Class (*e.g.*, writers lose copywriting or editing income). These losses stem from clients turning to Apple's LLMs, built and trained using the Class Members' Works.

78. Further, Class Members were provided with no opportunity to license their copyright in the Works to Apple or others for various purposes, including AI training. The AI training licensing market is currently valued at approximately USD$2.5 billion.

79. Apple recognizes both the value of copyrighted Works and the established market for compensating creators when their works are used in AI training. For example, it entered into a licensing arrangement with Shutterstock to access "hundreds of millions of images, videos and music files," a deal reportedly worth between USD$25 and USD$50 million. Similarly, Apple has contracted with commercial news organizations to license news article archives.

80. Apple's unauthorized and commercial copying and reproduction of the copyrighted Works, without consent or license, was unjust. By doing so, Apple has exploited the Class Members' Works to create Models that displace the role and market position occupied by the Class Members themselves.

V. CAUSES OF ACTION

A. Copyright Infringement

81. The Works are original literary, scholarly, dramatic or artistic works in which copyright subsists, in accordance with ss. 2 and 5 of the *Copyright Act*. Section 3

of the *Copyright Act* provides owners of the copyright with the sole right, among other things, to reproduce, use, publish and sell the Works. The Class Members, therefore, own the exclusive rights in the Works.

82. Apple has unlawfully—without license or colour of right—copied, used and appropriated the Works, in its development of the LLMs.

83. Accordingly, Apple infringed on the copyrights held in the Works.

84. Apple directly infringed on the Class Members' copyrights pursuant to s. 27(1) of the *Copyright Act* by reproducing the Works when it downloaded the Works from any shadow libraries that it accessed, including Books3, and by its data scraping practices via Applebot from websites or other internet sources. It did so without the Class Members' authorization or consent. In doing so, Apple reproduced the Works in their entirety or in substantial part. Apple's reproductions were identical or substantially similar copies to the original Work.

85. Apple also directly infringed on the Class Members' copyrights pursuant to s. 27(1) of the *Copyright Act* by building the training datasets and continuing to reproduce them throughout the training process. It continues this infringing conduct to this day. By the end of this training process, Apple's LLMs are able to reproduce the copyrighted expression from each Work in a substantially similar manner. Therefore, each LLM qualifies as an infringing copy of the Work in and of itself.

86. Apple also infringed on the Class Members' copyrights by making systems or contrivances by means of which the Works, in whole or in substantial part, may be reproduced.

87. Apple continues to store some of the infringing copies internally for future training purposes.

88. Apple's infringing conduct was and continues to be willful.

89. Apple's infringements were carried out for the purposes of use, development, commercialization and distribution of its LLMs.

90. Class Members never authorized Apple to use their Works in any way. The Defendants repeatedly violated their copyrights anyway, and continue to do so today.

91. As a direct result of their infringing conduct, Apple has wrongfully profited from copying, reproducing and appropriating Works that they do not own the copyright to.

92. 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.

B. Moral Rights Infringement

93. Pursuant to s. 14.1(1) of the *Copyright Act*, the Class Members have unassignable moral rights, including the right to the integrity of the Works and the right to be associated with the Works as their authors.

94. Apple's use of the Works, as described above and alleged herein, for the purposes of developing and commercializing its LLMs, infringed on the Class Members' moral rights, pursuant to s. 28.1 of the *Copyright Act.*

95. Apple modified and distorted the Class Members' Works. Accordingly, Apple infringed on the Class Members' rights to the integrity of their Works, to the prejudice and detriment of the Class Members' honour, reputation and dignity in their Works.

96. Further, Apple used the Class Members' Works in association with their own programs (the OpenELM Models and Foundation Language Models) and failed to identify or credit the Class Members in connection with their use of the Works. Accordingly, the Defendants infringed on the Class Members' right to be

associated with the Works, to the prejudice and detriment of the Class Members' honour, reputation and dignity in their Works.

C. Unjust Enrichment

97. Apple has been unjustly enriched, as a result of the conduct described above, by directly or indirectly financially profiting from the infringement of the Class Members' copyrights through the appropriation of their Works as alleged herein.

98. The Class Members have suffered a corresponding deprivation in the amount lost from being able to license their Works and/or the amount lost as a result of market dilution from Apple's infringing conduct. The Class Members will continue to suffer these corresponding losses, unless the Defendant is restrained by this Court.

99. There is no juristic reason for either Apple's enrichment or the Class Members' deprivation.

100. The competitive benefit of being an early market entrant is widely acknowledged to be a decisive factor in the success of software products. By engaging in infringing conduct, the Defendants secured an early market entry and thereby established a dominant position. The commercial benefits flowing from this head start will persist even after any disgorgement of profits or award of damages. Without sufficient deterrence, Apple and others in a similar position will be further incentivized to commit large-scale copyright infringement.

D. Discoverability and Fraudulent Concealment

101. Apple concealed its wrongful conduct, as described above, from the public, the Plaintiff and Class Members. Apple carried out its acts and omissions in a manner that precluded detection by the Plaintiff and Class. The Plaintiff relies on the doctrines of postponement and discoverability to postpone running the limitation period.

E. Remedies

Injunctive relief

102. The Class Members have suffered, and will continue to suffer, irreparable harm as a result of Apple's conduct as described above, for which there is no adequate remedy at law.

103. Unless restrained by this Court, Apple will continue violating the copyright of the Class Members. Accordingly, the Class Members are entitled to permanent injunctive relief prohibiting the Defendants' continued and ongoing infringement.

104. The Plaintiff requests, on her own behalf and on behalf of all Class Members, an injunction pursuant to ss. 34 and 39.1 of the *Copyright Act* restraining Apple from infringing, authorizing, and/or inducing the infringement of the Class Members' copyright or moral rights in the Works. Further, the Plaintiff requests that Apple be enjoined from using, in any way including commercialization, the LLMs that were created using the Works in any capacity or form and that Apple be enjoined from making the Works or the LLMs available anywhere in Canada.

Damages and disgorgement

105. Class Members are entitled to all damages they have suffered due to Apple's copyright infringement, including the loss of licensing opportunities and market dilution for their Works.

106. Further, Apple has enjoyed a corresponding commercial benefit as a result of impairing the market for the Class Members' Works, including the significant growth of its business. Accordingly, the Class Members are entitled to an accounting and disgorgement of all profits realized by Apple from its wrongful conduct.

107. 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*, per Work infringed.

Punitive damages

108. Apple knew and intended to infringe on the Class Members' copyrights by the appropriation of their Works as described herein. Apple then deliberately concealed its unlawful conduct.

109. Apple's conduct was intentional, deliberate, and malicious. It is appropriately characterized as a marked departure from ordinary standards of decent behaviour, warranting punitive and exemplary damages.

110. Apple's egregious misconduct is further evident by its failure to cease its ongoing infringing activities, as described above.

VI. JURISDICTION

111. There is a real and substantial connection between the facts on which this proceeding is based and Canada, including the Provinces of Ontario, Manitoba and British Columbia, because this proceeding concerns:

(a) a claim for injunctive relief ordering a party from doing anything in Canada;

(b) defendants who have significant presence in Canada;

(c) a business being carried on throughout Canada;

(d) property located and accessed in Canada;

(e) a tort that caused damage to Class Members located in Canada; and

(f) restitution obligations that, to a substantial extent, arose in Canada.

VII. LEGISLATION

112. The Plaintiff pleads and relies upon:

(a) *Copyright Act*, RSC, 1985, c C-42;

(b) *Federal Courts Act*, RSC, 1985, c F-7; and

(c) *Federal Courts Rules*, SOR/98-106.

The Plaintiff proposes that this action be tried in Vancouver, B.C.

Dated: September 12, 2025

I HEREBY CERTIFY that the above document is a true copy of the original issued out of filed in the Court on the 12 day of September A.D. 20 25
Dated this 2 day of October 20 25

NATALIE WONG
REGISTRY OFFICER
AGENT DU GREFFE

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SOR/2004-283, s. 35