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22 **UNITED STATES DISTRICT COURT**
23 **NORTHERN DISTRICT OF CALIFORNIA**
24 **SAN FRANCISCO DIVISION**

25 BRAVE SOFTWARE, INC.,
26 Plaintiff,
27 v.
28 NEWS CORPORATION d/b/a NEWS CORP,
DOW JONES & CO., INC., NYP HOLDINGS,
INC., NEWS CORP UK & IRELAND
LIMITED, and NEWS PTY LIMITED d/b/a
NEWS CORP AUSTRALIA,
Defendants.

Case No.
**BRAVE SOFTWARE, INC.’S
COMPLAINT FOR DECLARATORY
JUDGMENT OF (1) NO COPYRIGHT
INFRINGEMENT, (2) COPYRIGHT
MISUSE, AND (3) NO BREACH OF
CONTRACT**
JURY TRIAL DEMANDED

1 Plaintiff Brave Software, Inc. (“Brave”) brings this action for declaratory judgment of no
2 copyright infringement, copyright misuse, and no breach of contract against Defendants News
3 Corporation d/b/a News Corp (“News Corp”), Dow Jones & Co., Inc. (“Dow Jones”), NYP
4 Holdings, Inc. (“NYP Holdings”), News Corp UK & Ireland Limited (“News Corp UK”), and News
5 Pty Limited d/b/a News Corp Australia (“News Corp Australia”) (collectively, “Defendants”).¹

6 **PRELIMINARY STATEMENT**

7 1. This case concerns Defendants’ efforts to misuse their copyrights to impose a tax
8 on the basic tools that have enabled search engines to function for decades—and then expand that
9 tax to cover newer iterations of that technology, such as the tools that provide search results for use
10 by artificial intelligence (“AI”) large language models (“LLMs”). Defendants’ theories, if
11 accepted, would fundamentally disrupt basic search functionality and materially impede the
12 dissemination of knowledge and ideas through emerging technologies. In response to Defendants’
13 threats, Brave filed this lawsuit to establish that any use its transformative technologies make of
14 Defendants’ content is fair use protected by the law.

15 2. Brave is by far the smallest of the three U.S.-based companies that operate
16 independent search engines (with the other two being Google and Microsoft). Brave distinguishes
17 itself from the competition by, among other things, prioritizing user privacy. Brave makes its
18 search results available to users through Brave Search and makes its search results available to
19 enterprise customers including generative AI (“GenAI”) companies through its Search API.
20 Brave’s GenAI customers use Brave’s search results to supplement output from their LLMs to
21 provide users with better and richer answers to their inquiries, such as more recent or more locally
22 relevant information. Brave thus plays a role in powering a technology that a court in this District
23 recently referred to as “among the most transformative many of us will see in our lifetimes.”²

24
25 ¹ This lawsuit is related to *Brave Software, Inc. v. News Corp.*, No. 25-cv-02503 (N.D. Cal.), which
26 was filed on March 12, 2025. On June 9, 2025, the parties stipulated to dismiss that suit without
27 prejudice to attempt to resolve their differences. The parties’ dispute has not been resolved,
prompting Brave to file this lawsuit.

² *Bartz v. Anthropic PBC*, 787 F. Supp. 3d 1007, 1033 (N.D. Cal. 2025).

1 Put more plainly, LLMs use real-time search to fetch relevant up-to-date information to supplement
2 the knowledge base from which they generate answers to user queries. RAG significantly improves
3 LLM response accuracy and relevance, reduces “hallucinations” (inaccurate information), and
4 allows for greater control and transparency by grounding answers in specific, verifiable data,
5 making AI more trustworthy and useful for complex, real-world applications.

6 8. Defendants have attempted to assert their copyrights to prevent Brave from
7 including their content in the search results provided to GenAI companies through Brave’s Search
8 API. But just as search engines have for many years been displaying search results to individual
9 users, it is fair use to provide search results to GenAI companies through an API. Indeed, in the
10 case of a search API, search results are provided only to the LLM, not to the public.

11 9. Defendants’ efforts to interfere with Brave’s Search API would be particularly
12 problematic. Because search engine functionality is necessary to support search APIs, the only
13 U.S. companies that can offer such APIs are the three with search engines: Google, Microsoft, and
14 Brave. Brave therefore plays a critical role in democratizing and improving competition within the
15 GenAI space because Brave’s Search API increases the likelihood that third parties will succeed,
16 thereby mitigating the risk that the industry will be dominated by existing tech giants with dominant
17 search engines.

18 **NATURE OF THE ACTION**

19 10. This is an action under the Copyright Act, 17 U.S.C. § 101 *et seq.*, the common law,
20 and the Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202, that seeks declaratory judgments
21 of no copyright infringement, copyright misuse, and no breach of contract.

22 **THE PARTIES**

23 11. Plaintiff Brave is a Delaware corporation with a principal place of business in San
24 Francisco, California.

25 12. On information and belief, Defendant News Corp is a Delaware corporation with a
26 principal place of business in New York, New York.

1 misplaced) and reach a mutually acceptable resolution. Despite Brave's efforts, Defendants
2 continue to assert that Brave is liable for copyright infringement and breach of contract and to
3 demand payment, creating an imminent threat to Brave.

4 21. This Court has personal jurisdiction over domestic Defendants News Corp, Dow
5 Jones, and NYP Holdings because they purposefully targeted this District by sending the
6 February 27, 2025 letter to Brave's CEO at Brave's San Francisco headquarters and demanding
7 that Brave change conduct developed, managed, and implemented from this District. Further, on
8 information and belief, those Defendants conduct continuous business in California, including the
9 creation and/or publication of the copyrighted works at issue, and those contacts relate to
10 Defendants' efforts to enforce copyrights and website terms against Brave's California-based
11 operations. Beyond this, Defendants have various offices and employees based in California, which
12 is the second largest market for its popular publication the *New York Post*. For example, Dow Jones
13 has an office at 1 Post Street in San Francisco. News Corp also recently announced the launch of
14 the *California Post*, which will focus on California news and target the California market.

15 22. A substantial portion of the events giving rise to the lawsuit occurred within this
16 District, including Brave's management of the technology that Defendants contend infringes their
17 intellectual property and Defendants' sending a demand letter to Brave in this District that accuses
18 Brave of infringing Defendants' intellectual property rights in this District.

19 23. Defendants News Corp UK and News Corp Australia are subject to personal
20 jurisdiction under Fed. R. Civ. P. 4(k)(2) because Brave's claims arise under federal copyright law,
21 those foreign Defendants are not known to be subject to jurisdiction in any single state's courts of
22 general jurisdiction, and they have sufficient United States contacts to make jurisdiction reasonable,
23 including U.S.-directed publication and subscription contacts, as well as their participation in the
24 February 27, 2025 letter.

25 24. Venue is proper in this judicial District under 28 U.S.C. § 1400(a). Venue is also
26 proper in this judicial District for all claims under 28 U.S.C. §§ 1391(b)(2) and 1391(b)(3).

FACTUAL BACKGROUND

A. Brave's Disruptive Search Engine

25. Brave is one of three American companies to build search engine technology at scale. The other two are Google and Microsoft—two giants, each valued at over \$3 trillion (more than many countries). Other search engines, like DuckDuckGo and Yahoo, are ostensibly competitors but they actually “syndicate their search results from Bing.”⁵ In other words, Brave is the only true search engine alternative to Google and Microsoft in the United States.⁶

26. Brave has gained a foothold in the search engine space and begun to take some of Google's and Microsoft's share because it offers a revolutionary product: a search engine that provides lightning-fast, accurate responses without compromising user privacy. Brave does not sell, share, or even collect its users' personal data. This significantly differentiates Brave from other search engines, which have been repeatedly criticized for their invasive privacy policies.⁷ Many users appreciate Brave's unique approach to their privacy concerns, which has led to Brave's growth.

1. Search Indexing

27. To offer a search engine, Brave, like any other search engine, needs to index the internet. Search engine indexing is the process where a search engine browses the web, discovers and analyzes website content, and then indexes or collects content and information to store in a

⁵ *United States v. Google LLC*, 747 F. Supp. 3d 1, 38 (D.D.C. 2024).

⁶ *See id.* at 37-38.

⁷ *See, e.g.*, Imran Rahman-Jones, *Critics Say New Google Rules Put Profits Over Privacy*, BBC (Feb. 15, 2025), <https://www.bbc.com/news/articles/cm21g0052dno> (calling Google's new rules on user tracking and IP address collection, referred to as fingerprinting, “a blow to privacy because it is harder for users to control what data is collected about them”); Paul Monckton, *Your Google Search History Could Soon Be Accessed By Google's Gemini AI*, Forbes (Mar. 10, 2025), <https://www.forbes.com/sites/paulmonckton/2025/03/10/googles-gemini-ai-could-soon-gain-full-access-to-your-search-history> (describing an “experimental [Google] Gemini Personalization model” that would allow Google's LLM to access and respond based on users' search histories, and explaining that “[t]he privacy concerns should here should be obvious” because “[o]ur search histories say a lot about us, and automated tools, especially powerful AI-based ones, significantly increase the ease with which this most personal information can be exploited”).

1 central database (called an index) so that the search engine can retrieve and display relevant pages
2 in search results when a user queries for information. These functions are what allow search
3 engines to organize and categorize web pages to make them easily searchable, creating the search
4 engines users are familiar with today.

5 28. Brave accesses and indexes publicly available webpages, which enables Brave to
6 return links to these pages in response to a search, along with a limited “snippet” of text from a
7 page that is directly relevant to a user query.

8 29. Brave accesses and indexes only content that a provider has made available to all
9 internet users. For example, Brave never accesses or indexes content that a provider places behind
10 a paywall or for which a provider requires login credentials.

11 30. Brave’s search results do not provide users with the full content or full text of any
12 third-party webpage.

13 2. Search Snippets

14 31. As previewed above, Brave offers “snippets” in its search results. Snippets are short,
15 query-responsive excerpts of third-party content.

16 32. Snippet content is generated from the Brave Search index, as well as through an AI
17 model that analyzes pages and extracts the snippet of text most relevant to the user’s query. Brave’s
18 use of “snippets” in its search results is fair use and is similar to the snippets offered by other search
19 engines, like Google and Bing, as part of their search engine results.⁸

20 3. Search Summaries

21 33. Where appropriate, Brave’s search results also contain short, summarized answers
22 to user queries, like other search engines do. Brave’s summaries are written by an AI-powered
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24 ⁸ *See More Options to Help Websites Preview Their Content on Google Search*, Google Search
25 Central (Sept. 24, 2019), <https://developers.google.com/search/blog/2019/09/more-controls-on-search> (“Google uses content previews, including text snippets and other media, to help people
26 decide whether a result is relevant to their query.”); Barry Schwartz, *Bing Search Result Snippets That Are Scrollable*, Search Engine Roundtable (Sept. 18, 2024),
27 <https://www.seroundtable.com/bing-scrollable-search-result-snippets-38071.html>.

1 feature that summarizes third-party content in the form of a natural language response to a user's
2 question.

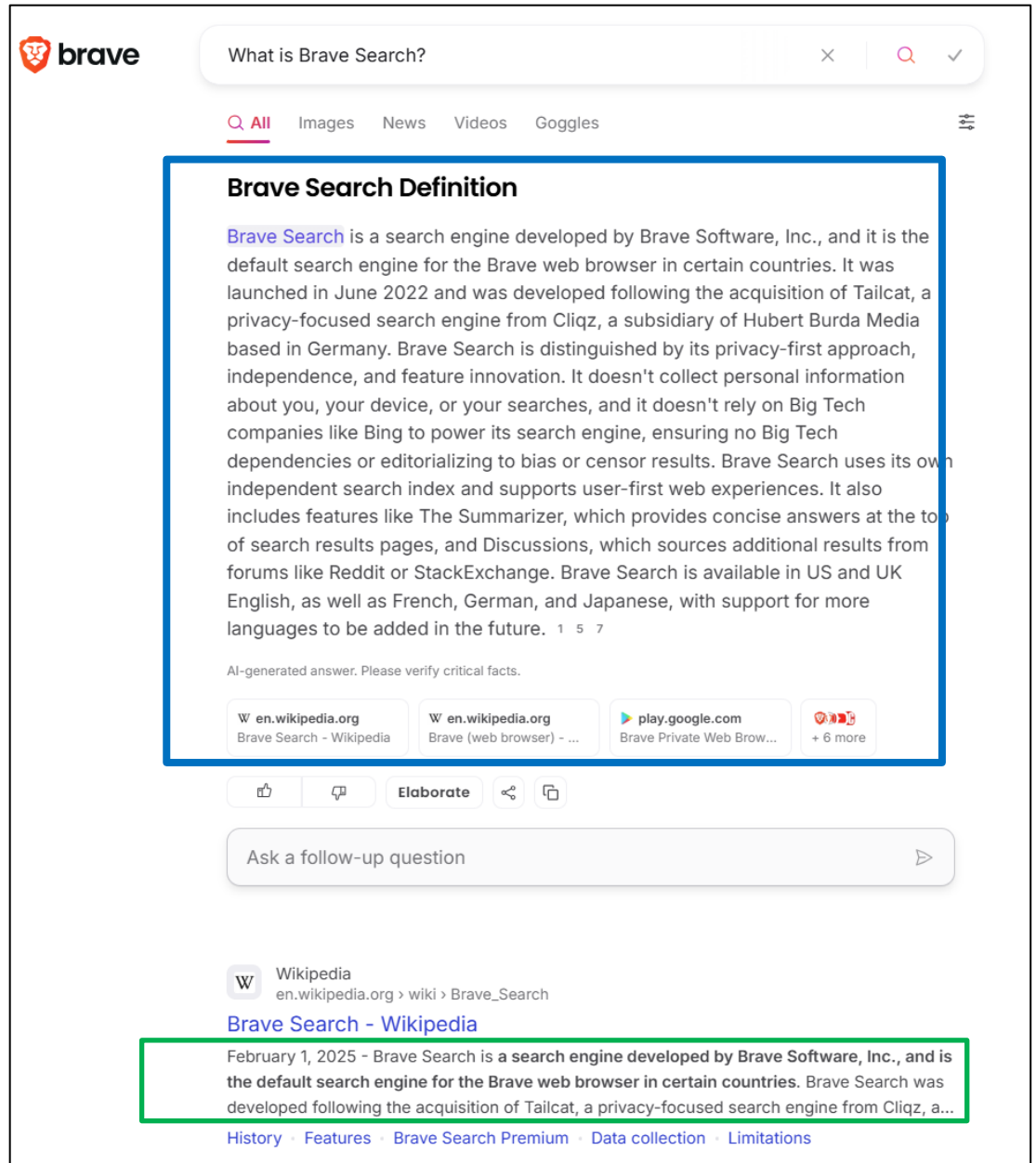
3 34. Summaries provide richer information in a preview format at the top of search
4 results pages. The specific content displayed in a summary is a preview of the content on the third-
5 party webpage(s) determined to be most relevant to the user's search engine query, which helps
6 users identify webpages they may want to visit and, in turn, drives traffic to third-party webpages.

7 35. Brave's summaries are accompanied by citations to sources that were drawn on and
8 links to those websites.

9 36. In the annotated screenshot of a Brave Search result page below, a Brave Search
10 summary is shown in the blue box and a snippet is shown in the green box:

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37. All search engines “crawl,” index, show snippets, and summarize; these functions are core to the modern search engine.

38. Nonetheless, Defendants allege these functions constitute infringement of the many copyright-protected articles (each an individual “work”) that Defendants make publicly available on their websites.

1 39. Defendants also allege that this conduct, which is necessary for Brave to maintain
2 core search engine functionality, violates their websites’ terms of service, which prohibit
3 “scraping,” a process by which data can be extracted from webpages.

4 **B. Brave Search API**

5 40. Defendants have also targeted Brave Search API, thereby threatening to disrupt the
6 development of a competitive market for GenAI, a nascent technology many consider to be the
7 most important innovation so far this century.

8 41. Brave offers search APIs, which can be used with third-party LLMs. LLMs are a
9 subcategory of GenAI models that have been designed to process and understand natural language
10 inputs (also known as prompts), and to predict and generate responsive text like a human. LLMs
11 are trained to understand language patterns, semantics, and context surrounding a given prompt,
12 and then employ probabilistic techniques to determine the specific word, phrase, or sequence of
13 phrases that are likely to occur in response to a given prompt.

14 42. LLMs often support chatbots or other computer programs that simulate human
15 conversations with users. Users provide a text input to a chatbot, which guides the LLM’s response
16 generation process by laying out the context for the LLM to understand the user’s desired response.
17 Once an LLM receives an input, it relies on its training to provide responses to the user.

18 43. In response to user queries, an LLM “infers” an answer based on data. But the data
19 in any given LLM is necessarily limited because LLMs are not trained continuously with updated
20 information. Instead, there is a cut-off date to the data set on which each LLM is trained. Thus, to
21 answer user queries, the LLM may need to supplement its training with information drawn from
22 the internet.

23 44. That is where RAG comes in. RAG enhances the LLM’s output by enabling the
24 LLM to pull information from new and additional data sources, combine the information with the
25 LLM’s existing training set, and generate a more informed and useful response. RAG leverages
26 search APIs to retrieve relevant and new knowledge bases or data sources to augment the LLM’s
27 existing training.

1 45. On information and belief, Google and Microsoft use search APIs from their two
2 dominant search engines to power their respective LLMs in this manner.⁹

3 46. Brave offers its search APIs to third-party GenAI companies for use with their
4 LLMs. Brave’s search APIs allow the LLMs to step into the shoes of a Brave search engine user
5 to leverage Brave’s search technology at the time of “inference”—the moment the LLM “infers”
6 an answer to the user’s query based on data—and get search results, like a human search engine
7 user would. Like a human search engine user, an LLM using Brave’s search APIs can access search
8 results, which will direct the LLM to third-party webpages and parts of those webpages most
9 relevant to the query, as well as metadata.

10 47. LLMs use the real-time Brave search results they receive through Brave’s search
11 APIs to engage in RAG. The RAG-powered responses include links to third-party webpages and
12 snippets from those webpages, allowing the LLM to provide accurate, up-to-date responses to user
13 queries—independent of Google and Microsoft.

14 48. Third parties have successfully used Brave’s Search APIs to help their LLMs
15 become viable alternatives to those offered by Big Tech giants.

16 **C. Defendants’ Threats and Demands**

17 49. Notwithstanding the established lawfulness of indexing and providing search
18 results, snippets and summaries based on publicly available content, Defendants have threatened to
19 sue Brave for these activities. On February 27, 2025, each of the Defendants, through counsel, sent
20 Brave a letter at its headquarters in this District, attached as **Exhibit A**, directed to Brave’s CEO.
21 The letter threatened litigation and alleged that Brave infringed Defendants’ copyrights and
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24 ⁹ *Grounding with Google Search*, Gemini API, <https://ai.google.dev/gemini-api/docs/google-search> (“Grounding with Google Search connects the Gemini model to real-time web content and
25 works with all available languages. This allows Gemini to provide more accurate answers and
26 cite verifiable sources beyond its knowledge cutoff.”); *Data, Privacy, and Security for Web
27 Search*, Microsoft Copilot Studio (Feb. 1, 2026), <https://learn.microsoft.com/en-us/microsoft-copilot-studio/data-privacy-security-web-search> (“Copilot Studio agents access the web via Bing
28 APIs . . .”).

1 breached Defendants' terms of service by accessing publicly available websites and using
2 Defendants' content in Brave's search functionality.

3 50. Defendants specifically alleged that Brave is "unauthorizedly and unlawfully
4 misappropriating News Corp's copyrighted content" in Brave Search and via the Brave Search API.

5 51. Defendants complained that Brave indexes publicly accessible internet content to
6 operate a search engine, alleging that "Brave scrapes News Corp websites without identifying itself
7 and without authorization" to create Brave's "search index." Defendants then alleged that it is
8 illegal for Brave to "include[] the scraped copyrighted News Corp content into [*sic*] a search index
9 that Brave licenses and sells to third parties via its Search API, in competition with News Corp's
10 own licensing and other monetization opportunities."

11 52. Defendants also complained about Brave's paraphrased summaries, writing that
12 "Brave's Summarizer provides 'comprehensive answer[s]' related to 'real-time information that is
13 up to date with today's events'" that "include significant portions of News Corp content and are
14 deliberately designed to siphon away traffic (along with attendant advertising, subscription and
15 licensing revenues) from News Corp's news publications."

16 53. Finally, Defendants complained about Brave's snippets, which are provided as
17 previews to search engine users and to customers of Brave Search API who operate LLMs.
18 Defendants specifically alleged that Brave, via its Brave Search API offering, provides "'extra
19 alternate snippets' that are comprised of verbatim sentences and paragraphs of news articles,
20 totaling hundreds of words." According to Defendants, the amount of their content that is provided
21 to Brave Search API customers through the snippets is an "unlawful reproduction[]" and
22 "commercial substitute for News Corp's original works." Defendants further complained that
23 "Brave has no legal right to scrape News Corp's content for the purpose of selling that content to
24 others."

25 54. Based on the foregoing, Defendants alleged that Brave has engaged in copyright
26 infringement, including because Brave has made "unlawful reproductions that are a commercial
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1 substitute for News Corp’s original works,” and that Brave has “violat[ed] News Corp’s terms of
2 service.”

3 55. Defendants’ letter demanded that Brave cease and desist from accessing
4 Defendants’ publicly available websites and “demand[ed] compensation for all past unauthorized
5 use and sale by Brave of News Corp’s copyrighted content.”

6 56. In the same letter containing these accusations, Defendants referenced a case they
7 filed against a third party, Perplexity AI, Inc., in which Defendants allege infringement of many
8 registered copyrights and seek statutory damages.

9 57. Defendants’ threats were accompanied by onerous and invasive demands for
10 information (much of which was unmoored from Defendants’ complaints) that Defendants would
11 ostensibly use to “assess the potential harm” for which they would demand to be paid:

- 12 a) “The list of AI firms that obtained News Corp’s content through Brave’s Search API
13 and, separately, Brave’s Summarizer”;
- 14 b) “The user agent(s) and IP addresses for all crawlers that Brave uses upon News Corp
15 websites”;
- 16 c) “Any policies or technical specifications that limit the amount of web content that
17 Brave packages into ‘alternate snippets’”;
- 18 d) “The commercial terms on which Brave provides its customers with access to News
19 Corp websites via Brave’s Search API, including guardrails set for creating
20 derivative content, if any”; and
- 21 e) “The total number of individuals to which Brave has provided access to
22 ‘Summaries’ that incorporate text from News Corp’s articles.”

23 58. Defendants’ letter directed Brave to agree to their demands by no later than 14 days
24 from receipt.

25 59. Brave denies that any conduct Defendants complained of amounts to either
26 copyright infringement or breach of contract.

1 **1. Fair Use**

2 60. Based on decades of legal precedent and practice, Brave’s product-specific uses are
3 fair use permitted under 17 U.S.C. § 107. Among other things, Brave’s use of Defendants’ alleged
4 copyright-protected works is transformative: it enables the development of a search engine, as well
5 as search APIs that are critical to GenAI technology. Traditional indexing and search snippets
6 transform public webpages into a searchable location-and-ranking function—a quintessentially
7 transformative purpose. Brave Search’s summaries generate new, natural-language responses with
8 inline citations and hyperlinks to sources; they do not republish News Corp’s expressive content.
9 And Brave’s search APIs provide retrieval and grounding services for third-party applications,
10 which serves a distinct purpose from the original journalistic purpose of News Corp’s articles.

11 61. Defendants do not provide any of these services or exploit their works in these ways.
12 They do not undertake the massive effort that Brave does to index the web and then identify third-
13 party content that is relevant to user queries. Nor do they, or can they, offer search APIs that allow
14 LLMs the ability to step into the shoes of a search engine user to rapidly deploy searches necessary
15 to provide accurate, up-to-date responses to user queries at the point of inference. While
16 Defendants do license their content to GenAI companies to train LLM models, that is not at issue
17 here; Defendants have not alleged (and could not allege) that Brave uses News Corp content for
18 that purpose.¹⁰

19 62. The remaining fair use factors also favor Brave. Most of Defendants’ works are
20 factual news reporting. Further, snippets represent just a small percentage of the works, and Brave
21 Search’s summaries produce short, paraphrased responses rather than reproductions of articles.
22 Lastly, Defendants themselves benefit from Brave’s maintenance of a search engine—as noted
23 above, Brave attributes the sources of third-party content, including from Defendants’ websites,
24 which may promote user traffic to Defendants’ websites and articles.

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¹⁰ In any event, *Bartz* and *Kadrey* recently found training an LLM to be fair use.

1 **2. No Breach of Contract**

2 63. Defendants also have no viable breach of contract claim against Brave as a matter
3 of law.

4 64. Defendants’ breach of contract allegations are preempted by the federal Copyright
5 Act and those allegations otherwise fail because Brave did not agree to any browse-wrap or click-
6 wrap contracts.

7 **3. Copyright Misuse**

8 65. Nearly 30 years ago, in 1998, Congress enacted the Digital Millennium Copyright
9 Act, which provided a safe harbor from copyright infringement liability for search engine providers
10 because Congress recognized that “the [i]nternet . . . made it possible for information—including
11 valuable American copyrighted works—to flow around the globe in a matter of hours,” and, as a
12 consequence, copyright law needed to be “set . . . up to meet the promise and the challenge of the
13 digital world.”¹¹

14 66. Defendants’ threats and demands that Brave cease lawful conduct necessary to
15 operate a search engine, if allowed to stand by the Court, would threaten the continued operation
16 of search engines and deprive the public of the many benefits of search engines that Congress
17 recognized nearly 30 years ago. At minimum, Defendants’ threats and demands would make the
18 search market prohibitively expensive to enter, effectively reserving the space exclusively for
19 Google and Microsoft.

20 67. By threatening the foundations of search technology, Defendants also threaten the
21 next frontier, GenAI, which relies on search for RAG.

22 68. Defendants’ threats undermine copyright’s fair use principles and are improper.

23 69. Defendants are sophisticated parties that know all this. But they nonetheless have
24 made unwarranted demands of Brave, apparently hoping that the threat of potentially ruinous
25 statutory damages would force Brave to submit to unwarranted payment demands for the right to
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27 ¹¹ 144 Cong. Rec. S11,889 (daily ed. Oct. 8, 1998) (statement of Sen. Orrin Hatch).

1 interact with website content that includes not only copyright-protected expression but also material
2 not protected by copyright. Attempting to leverage limited copyright rights against non-protectable
3 materials in this manner is copyright misuse.

4 **D. Brave Reacts to Defendants' Threats and Demands**

5 70. On March 12, 2025, after receiving Defendants' demand letter, Brave filed a
6 declaratory judgment action, seeking declarations that it had not infringed Defendants' copyrights
7 or breached any contract with Defendants. Brave also sought a declaration that Defendants engaged
8 in copyright misuse. That case was *Brave Software, Inc. v. News Corp.*, No. 25-cv-02503 (N.D.
9 Cal.).

10 71. Brave simultaneously, and without conceding any liability, reached out to
11 Defendants in an effort to resolve the parties' dispute amicably. In connection with that exchange,
12 Brave proactively undertook steps in this District to address Defendants' concerns. Brave, as part
13 of a good-faith effort to advance a potential resolution to this dispute, communicated to Defendants
14 the steps it had taken to address Defendants' concerns.

15 72. Following this, Brave and Defendants exchanged various communications in which
16 the parties discussed their respective concerns and attempted to work out a solution.

17 73. The parties' negotiations continued to the point that they agreed to file a joint
18 stipulation of voluntary dismissal of the case in June 2025 to give themselves time to attempt to
19 resolve their differences.

20 74. Despite those efforts, the parties have not yet resolved their disputes, and Defendants
21 continue to assert that Brave's conduct constitutes copyright infringement and breach of contract.

22 75. Brave filed this lawsuit to vindicate its rights, end Defendants' unfounded efforts to
23 expand the scope of their copyrights and seek unwarranted payments, and prevent Defendants from
24 upending essential technological developments and the law on fair use.

FIRST CLAIM FOR RELIEF

(Declaratory Judgment of Non-Infringement)

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3 76. Brave repeats and realleges each and every allegation set forth above.

4 77. Defendants assert that Brave’s browsing, indexing, and extraction of limited data
5 from Defendants’ websites (which Defendants characterize as “crawling” and “scraping”) infringes
6 Defendants’ alleged copyright rights when used to index the webpages and operate a search engine,
7 summarize content, and create snippets of content, as described above. Defendants also assert that
8 providing RAG-essential search APIs is infringement.

9 78. Defendants have accused Brave of infringement in a letter threatening litigation,
10 demanding that Brave cease the conduct at issue and pay Defendants compensation for alleged past
11 infringement, and demanding, among other things, that Brave provide Defendants with information
12 Defendants would rely upon to demand a payment amount for Brave’s past use of Defendants’
13 works.

14 79. Brave’s actions are not infringement because each challenged use is protected fair
15 use under 17 U.S.C. § 107, including because Brave uses Defendants’ alleged copyright-protected
16 works—the content on Defendants’ publicly available websites—in transformative ways that
17 enable Brave to offer a search engine platform to individuals and search APIs to LLMs, which are
18 services that Defendants do not provide.

19 80. In addition, Defendants’ February 27, 2025 letter specifically demanded information
20 about third-party AI firms that obtain content through Brave Search API and about Brave’s policies
21 limiting snippets and guardrails for derivative content—allegations that, taken together, suggest
22 Defendants may also contend that Brave is secondarily liable for third-party use of Brave Search
23 API outputs. To the extent Defendants assert or may assert such a theory, Brave denies that any
24 third-party API customer has directly infringed Defendants’ copyrights through use of Brave
25 Search API. Brave has not induced any infringement and has not designed Brave Search API to be
26 used for infringement. Brave Search API has substantial non-infringing uses, including enabling
27 real-time search retrieval, factual grounding, citation-bearing responses, and query-relevant

1 information location for third-party applications. This alternative theory is pleaded solely because
2 Defendants' letter raised it; it does not expand the factual predicate for this action beyond the
3 conduct threatened or challenged in the February 27, 2025 letter.

4 81. An actual, present, and justiciable controversy exists between Brave and Defendants
5 concerning Brave's operation of the specifically identified products above using Defendants'
6 publicly available website content—namely whether Brave has infringed any copyright-protected
7 works, and whether any future operation of those products as described above would infringe those
8 works. The controversy also includes Defendants' demand for compensation for past alleged
9 infringement.

10 82. To the extent Defendants contend that Brave is secondarily liable for third-party use
11 of Brave Search API outputs as suggested by Defendants' February 27, 2025 letter, that theory is
12 also in controversy.

13 83. Brave seeks a declaratory judgment that its use of Defendants' publicly available
14 website content in the specifically identified products and functions described above does not
15 infringe Defendants' copyright rights and does not otherwise violate Defendants' alleged interests
16 under 17 U.S.C. § 101 *et seq.*

17 84. Solely to the extent Defendants contend that Brave is secondarily liable for third-
18 party use of Brave Search API outputs, Brave seeks a declaration that it is not contributorily,
19 vicariously, or otherwise secondarily liable for copyright infringement, because Brave Search API
20 has substantial non-infringing uses, Brave has not induced infringement, and Brave has not
21 designed any challenged product to facilitate infringement.

22 85. The Court's resolution of this claim will serve a useful purpose in clarifying the
23 legal relations at issue and will terminate all aspects of the controversy between the parties because
24 the parties' dispute centers on whether Brave's accessing and using Defendants' content as
25 described above is permitted under the law.

26 86. Under 17 U.S.C. § 505, Brave is entitled to recover its attorneys' fees and the full
27 costs of this action.

SECOND CLAIM FOR RELIEF

(Declaratory Judgment of Copyright Misuse)

87. Brave repeats and realleges each and every allegation set forth above.

88. Defendants assert that Brave’s browsing, indexing, and extraction of limited data from Defendants’ websites (which Defendants characterize as “crawling” and “scraping”) infringes Defendants’ alleged copyright rights when used to index the webpages and operate a search engine, summarize content, and create snippets of content, as described above. Defendants also assert that providing RAG-essential search APIs is infringement.

89. Brave’s actions are not infringement because they are protected fair use, as described above.

90. Nonetheless, Defendants are attempting to leverage their registered copyrights to prevent Brave from engaging in lawful fair use and to demand compensation for Brave’s past use of “News Corp content” generally, including uses and materials that are not protected by copyright.

91. In doing so, Defendants are attempting to use their limited copyright interests to exert a monopoly over all uses of their copyright-protected works.

92. Defendants also are attempting to use their limited copyright interests to force Brave to pay for access to “News Corp content” generally, without regard to whether particular material is protectable by copyright.

93. Defendants’ actions constitute copyright misuse: an attempt to monopolize the legitimate use of their publicly available works, contrary to public policy and the limited exclusive rights granted under 17 U.S.C. § 101 *et seq.* and the United States Constitution Art. I, § 8, cl. 8, as specifically limited by 17 U.S.C. § 102, which limits copyright protection to “original works of authorship fixed in any tangible medium of expression,” and 17 U.S.C. § 107, which provides for fair use as a limitation on a copyright holder’s exclusive rights.

94. An actual, present, and justiciable controversy exists between Brave and Defendants concerning Brave’s fair use of Defendants’ publicly available website content—namely whether Brave has infringed any copyright-protected works, and will continue to infringe these works, by

1 accessing, indexing, summarizing, and creating snippets of Defendants’ publicly available websites
2 as necessary to perform core search engine functions and offer search APIs.

3 95. Brave seeks a declaratory judgment that Defendants’ threatened or purported
4 enforcement of copyright rights constitutes misuse to the extent it seeks to control Brave’s use of
5 Defendants’ non-copyrightable or non-exclusive material, and that such misuse defensively bars
6 any infringement claim by Defendants based on the specifically identified products and conduct
7 described above.

8 96. The Court’s resolution of this claim will serve a useful purpose in clarifying the
9 legal relations at issue and will terminate all aspects of the controversy between the parties because
10 the parties’ dispute centers on whether Brave’s accessing and using Defendants’ content as
11 described above is permitted under the law.

12 97. Under 17 U.S.C. § 505, Brave is entitled to recover its attorneys’ fees and the full
13 costs of this action.

14 **THIRD CLAIM FOR RELIEF**

15 **(Declaratory Judgment of No Breach of Contract – Terms of Service)**

16 98. Brave repeats and realleges each and every allegation set forth above.

17 99. Defendants assert that Brave is “violating News Corp’s terms of service” by
18 “scrap[ing] News Corp websites without identifying itself and without authorization, and [by]
19 includ[ing] the scraped copyrighted News Corp content into a search index that Brave licenses and
20 sells to third parties.” Defendants have not identified the specific URL, version, date, or provisions
21 of the terms they contend apply to Brave’s conduct.

22 100. The conduct Defendants complain of cannot amount to breach of contract because
23 the alleged breach sounds in copyright law. Indeed, Defendants allege that the breach at issue is
24 the unauthorized use and distribution of “copyrighted News Corp content.”

25 101. As a result, Defendants’ purported contract claims concern the subject matter and
26 rights that fall within the scope of the federal Copyright Act.

1 102. Defendants’ purported contract claims are, therefore, preempted by the Copyright
2 Act.

3 103. Defendants’ breach of contract allegations also fail because Defendants cannot show
4 that Brave actually agreed to their terms of service, which are browse-wrap and click-wrap
5 contracts of adhesion for which there was no contract formation.

6 104. An actual, present, and justiciable controversy exists between Brave and Defendants
7 concerning whether Brave’s access to and use of Defendants’ publicly available website content in
8 the specifically identified products and functions described above amounts to breach of any specific
9 website terms Defendants contend apply to Brave’s conduct, including any terms purporting to
10 prohibit or restrict “scraping.”

11 105. Brave seeks a declaratory judgment that its use of Defendants’ publicly available
12 website content as described above does not amount to breach of contract, including because
13 (i) Brave did not agree to the specific website terms Defendants contend apply to Brave’s conduct;
14 and (ii) the terms are preempted by the federal Copyright Act under 17 U.S.C. § 301.

15 106. The Court’s resolution of this claim will serve a useful purpose in clarifying the
16 legal relations at issue and will terminate all aspects of the controversy between the parties because
17 the parties’ dispute centers on whether Brave’s accessing and using Defendants’ content as
18 described above is permitted under the law.

19 **PRAYER FOR RELIEF**

20 Brave respectfully requests that this Court enter judgment in its favor on each and every
21 claim for relief set forth above and award it the following relief, including but not limited to:

- 22 a) A declaratory judgment that Brave’s use of publicly available News Corp website
23 content in search indexing, snippets, search summaries, and the Brave Search API,
24 as specifically described in this Complaint, does not infringe Defendants’ rights
25 under the Copyright Act, 17 U.S.C. § 101 *et seq.*, and that Brave is not
26 contributorily, vicariously, or otherwise secondarily liable for any third-party use
27 of Brave Search API outputs to the extent Defendants assert such a theory;

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