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20 **UNITED STATES DISTRICT COURT**
NORTHERN DISTRICT OF CALIFORNIA
 21 **SAN FRANCISCO DIVISION**

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 CHARLES GRAEBER, KIRK WALLACE)
 23 JOHNSON, and MJ + KJ, INC., individually)
 and on behalf of others similarly situated,)
 24)
 Plaintiffs,)
 25)
 v.)
 26)
 ANTHROPIC PBC,)
 27)
 Defendant.)
 28)

Case No.: 3:24-cv-05417-WHA
SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT

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INTRODUCTION

1
2 The Court should grant preliminary approval of this historic \$1.5 billion Settlement. The
3 Settlement provides an extraordinary monetary recovery to the class, releases only certain past
4 claims, and requires the permanent destruction of the two allegedly pirated datasets. The parties
5 have worked around the clock since the Court’s initial preliminary approval hearing on September
6 8 to address the remaining issues the Court raised at that hearing, including related to notice, the
7 Claim Form and process, and the plan of distribution. Class Counsel believe those issues have been
8 sufficiently resolved and should meet with the Court’s approval. Class Counsel’s goals in proposing
9 this plan of notice and distribution were to make a process that (1) will result in a high claims rate
10 that is efficient for claimants; (2) respects pre-existing contractual relationships; and (3) is
11 consistent with due process and this Court’s guidance. Class Counsel submit that the process as
12 outlined accomplishes these objectives.

13 **Notice.** Notice in this case will be comprehensive. Direct notice will be distributed via first-
14 class mail and e-mail. In addition, a robust outreach plan exists through social media, publication
15 in print, publication online, *and* targeted outreach by several well-known membership
16 organizations in the United States and other countries. Ex. 1 (Plan of Allocation and Distribution
17 (POA&D) ¶ 2(a)). Moreover, due to the publicity this case has attracted, Plaintiffs expect that the
18 case will continue to generate both press and commentary among interested groups. Direct notice
19 will be sent to both “the author and [] the publisher” and will go far beyond a “postcard.” Transcript
20 of September 8, 2025, Hearing (at 7:23–8:4) (The Court). In addition, the notice process will (with
21 the Court’s approval) be overseen by JND Legal Administration, which has been repeatedly
22 approved as a Settlement Administrator by courts in this district in the last five years alone,¹

23
24 ¹ See, e.g., *Aberin v. American Honda Motor Co., Inc.*, 2025 WL 1651941, at *1 (N.D. Cal. Jun.
25 11, 2025) (Tigar, J.); *Clayborne v. Newtron, LLC, et al.*, 2023 WL 5748773, at *7 (N.D. Cal. Sep.
26 6, 2023) (White, J.); *Senne v. Kansas City Royals Baseball Corp., et al.*, 2023 WL 2699972, at *20
27 (N.D. Cal. Mar. 29, 2023) (Spero, J.); *In Re Volkswagen “Clean Diesel” Marketing, Sales
28 Practices, and Product Litig.*, 2023 WL 2600450, at *1 (N.D. Cal. Mar. 22, 2023) (Breyer, J.); *In
Re MacBook Keyboard Litig.*, 2022 WL 17254944, at *7 (N.D. Cal. Nov. 28, 2022) (Davila, J.);
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1 including by this Court, *see Hernandez v. Wells Fargo Bank, N.A.*, 2022 WL 93618, at *8 (N.D.
2 Cal. Jan. 9, 2022) (Alsup, J.) (granting final approval where JND was class administrator and
3 observing that “94% of the net settlement fund had been cashed”).

4 ***Claim Form and Process.*** The Claim Form has been specifically designed to facilitate and
5 encourage the submission of claims while also ensuring all potential claimants are again made
6 aware of their rights, complementing information provided by the notice process. The Claim Form
7 will permit a claimant to list every work for which the claimant seeks an award. It will also require
8 the claimant to provide contact information about any other person who the claimant believes may
9 be entitled to submit a claim related to the claimed work. Ex. 1 ((POA&D) ¶ 3(b)). After such
10 information is submitted, JND will contact any identified potential claimants. Finally, after
11 receiving response from potential claimants, JND will again communicate directly with all
12 claimants for a work, identifying for them all other claimants of the work as well as the proposed
13 split of the award among those claimants. This iterative process will permit the rapid and
14 comprehensive submission of claims while concurrently ensuring that potential claimants are fully
15 apprised from the beginning of the claims process to the very end. The proposed claims process
16 will also ensure a wide reach and an excellent claims rate: even class members who do not file a
17 claim will receive a check in the mail if other claimants do the work to file a claim. *Id.* ¶ 3.

18 ***Distribution.*** The proposed distribution plan is designed to offer all claimants a
19 straightforward and speedy administration of their claims while, at the same time, allowing any
20 claimant to ensure that their distribution adheres to their specific contractual terms. Many works in
21 the class will be owned by a single party (like either an author or publisher); on the Claims Form,
22 those sole-owners can identify themselves and will be entitled to 100% of the award for their work.
23 But the majority of works on the Works List will have both a legal and beneficial owner. The
24 sectors impacted by the settlement are principally trade books, university press books, and
25 education books. The Claim Form and distribution plan therefore account for the similarities and
26 differences in those sectors to ensure that the plan proposed is sensible practicable and can be

27
28 Nov. 22, 2021) (Gilliam, Jr., J.); *Taafua v. Quantum Glob. Techs., LLC*, 2021 WL 579862, at *2
(N.D. Cal. Feb. 16, 2021) (Demarchi, J.); and *Villafan v. Broadpectrum Downstream Servs., Inc.*,
2020 WL 6822908, at *6 (N.D. Cal. Nov. 20, 2020) (Beeler, J.).

1 efficiently administered.

2 For works where there are multiple claimants, Class Counsel have proposed—after
3 extensive consultation with authors and publishers groups—a distribution plan and Claim Form
4 that allow most claimants to choose a non-mandatory default split of 50-50. Ex. 1 ((POA&D)
5 ¶ 4(a)(i)). The default 50-50 split reflects a common, recurring term in trade and university press
6 contracts addressing how author and publisher divide the proceeds of infringement litigation. Any
7 claimant, however, can de-select that default by indicating that the claimant has a different
8 contractual arrangement that it seeks to pursue. *Id.* ¶ 4(e). For education works,² more
9 individualized determination of the proper allocation of the award will occur. *Id.* ¶ 4(a)(ii).

10 The Claim Form also allows claimants to indicate that they are the sole owners of the work,
11 for example because rights have reverted to the authors, rights have terminated, the book was self-
12 published, or the book was a work-for-hire. *See* Ex. 1 ((POA&D) ¶ 4). These procedures reflect the
13 typical contractual relationships between authors and publishers in these contexts, as supported by
14 Class Counsel’s own review of many of those contracts; the contracts of the named Plaintiffs in
15 this case; and the experience of industry experts and stakeholders. Accordingly, the proposed
16 distribution plan does “not involve the publishers trying to force every publisher to do the same
17 thing”; does “not force every author to do the same thing”; and does “not require any global deal.”
18 Transcript of September 8 Hearing (at 19:6–9, 20:17–18) (The Court). Exactly the opposite.

19 In view of these developments—which ensure an exhaustive notice process along with a
20 streamlined, fair, and careful claims process—Class Counsel respectfully submit that the Court
21 enter preliminary approval of the Settlement Agreement in full.

22 **BACKGROUND**

23 **I. PLAINTIFFS’ AND CLASS COUNSEL’S VIGOROUS PROSECUTION OF THIS ACTION AND INCLUSION OF KEY STAKEHOLDERS**

24 As the Court is aware, Plaintiffs filed this action on August 19, 2024, alleging that Anthropic
25 downloaded Plaintiffs’ copyrighted works from pirated datasets without authorization and used

26 ² Education works are works published by education publishers. Education publishers specialize in
27 creating and publishing works, including but not limited to textbooks, for the instruction of students
28 and professionals, which are distributed for and through educational and professional markets. The
searchable directory of works accessible on <https://www.anthropiccopyrightsettlement.com/> will
identify which works are education works.

1 those works to train its Claude LLMs. Dkt. 1. Since that day, Plaintiffs—represented since the
2 beginning by Susman Godfrey, Lieff Cabraser Heimann & Bernstein, and Cowan DeBaets
3 Abrahams & Sheppard (“CDAS”)—have prosecuted this case with vigor. Plaintiffs served 186
4 requests for production, 29 interrogatories, and 65 requests for admission; litigated 17 discovery
5 motions with hearings resulting from 11 of those motions; participated in over a dozen depositions;
6 and engaged in critical motions practice, including summary judgment, class certification,
7 reconsideration, interlocutory review, and to stay proceedings. The efforts of Plaintiffs and Class
8 Counsel are described in detail in the Plaintiffs’ original brief in support of their motion for
9 preliminary approval. Dkt. 363 at 9–16.

10 Plaintiffs and Class Counsel have extensively engaged with relevant stakeholders in the
11 author and publishing communities throughout this case. For example, before class certification,
12 Plaintiffs kept the Authors Guild, Inc. (“Authors Guild”) and the Association of American
13 Publishers (“AAP”) informed about the litigation and critical developments in the case, including
14 settlement discussions after this Court permitted such conversations. After the class was certified
15 and defined to include both authors and publishers, Plaintiffs’ counsel had direct conversations with
16 the general counsels’ offices of the five major trade publications; invited the inclusion of a
17 publishers’ coordination counsel to further assist prosecution of this case; and continued to engage
18 with authors and the class representatives about case developments. On August 11, 2025, Plaintiffs
19 filed an official notice of association of counsel with Publishers’ Coordination Counsel. *See* Dkt.
20 298.

21 The named plaintiffs and class representatives have likewise expended significant effort to
22 ensure the effective and vigorous prosecution of this action. In addition to their deposition and
23 discovery, Plaintiffs Bartz, Graeber, and Johnson have been intimately involved in designing the
24 Plan of Allocation and Distribution, the claims form, and class notice, bringing their experience as
25 published authors to ensure that the claims process and papers are readable and fair. That
26 information has been critical in shaping a claims and distribution process that reflects author-
27 publishing agreements and honors the existing contractual relationships between and among class
28 members.

1 **II. PUBLISHERS, THE ASSOCIATION OF AMERICAN PUBLISHERS, AND**
2 **PUBLISHERS' COORDINATION COUNSEL HAVE PLAYED AN ESSENTIAL**
3 **ROLE IN THE LITIGATION AND SETTLEMENT PROCESS.**

4 Class actions often must navigate agency problems, with representative plaintiffs and
5 counsel advocating for absent class members who have no direct voice and whose interests largely
6 must be surmised. This class action is different: absent class members whose rights are being
7 litigated are not only able to speak, but to participate actively. Edelson/O+Z Decl. ¶¶ 14–17. From
8 the moment the Court certified the class and first included publishers in the case, they have been in
9 an all-out sprint: mobilizing to work with Class Counsel to assemble the Works List, enlisting and
10 preparing publisher witnesses to be poised for an historic trial, and now helping to deliver this
11 groundbreaking settlement for the benefit of the entire Class. *Id.* at ¶¶ 17, 19, 20, 21. In short, this
12 \$1.5 billion settlement would not exist but for the contributions of the publishers, the Publishers’
13 Coordination Counsel (“PCC”), and the authors. *Id.* at ¶ 21.

14 After the Court certified a class to include both the legal and beneficial owners of the works
15 at issue, publishers found themselves transformed into class members at a pivotal moment in the
16 adjudication of their rights. *See* Transcript of Hearing, May. 15, 2025 (Dkt. No. 198) at 25–26;
17 Order on Class Certification (Dkt. No. 244). The Class was tasked with immediate obligations on
18 which publishers had unique knowledge: providing key expertise on the Works List under severe
19 time constraints, preparing for a rapidly approaching trial, and engaging in settlement negotiations
20 as large stakeholders. Edelson/O+Z Decl. ¶¶ 17, 19, 20, 21. Class Counsel invited the active
21 participation of publisher class members through the PCC, based on publishers’ deep knowledge
22 in copyright law and the publishing industry, and the value they could bring to the class as a whole,
23 which was originally proposed as authors only. *Id.* at ¶ 14. Rather than opting out or pursuing
24 separate litigation, publishers chose coordinated engagement with Class Counsel through the PCC,
25 which validates the Court’s decision to certify this Class. *See* Dkt. 244 at 12. As this Court noted
26 in its Class Certification Order, “authors and publishers are in business together and will work out
27 the best way to recover.” *Id.* That remains true after the case settled. The settlement benefits both
28 authors and publishers in resolving claims against Anthropic and the work has been done to develop
an equitable distribution mechanism for the proceeds of this historic settlement.

1 On August 11, Class Counsel filed a Notice of Association of Additional Counsel. Dkt. 298.
2 That document described that the PCC would be “representing the interests of publishers in the
3 common goal of maximizing the per-work recovery for the Class” and would “provide the
4 publishers’ perspective and assist with trial preparation and strategy, trial, assembling the class list,
5 class notice, and settlement discussions.” *Id.* That is exactly what the PCC has done. Class Counsel
6 believed then—and continues to believe—that entry of the PCC to serve these goals would benefit
7 the class as a whole. Edelson/O+Z Decl. ¶ 14. Not only would it keep the class united, but the PCC
8 would provide valuable perspective and insights from the publishers to make the whole class
9 stronger. *Id.* at ¶¶ 16, 18. And indeed, the PCC has provided invaluable contributions to the benefit
10 of the whole class. *Id.* at ¶¶ 21, 23.

11 The PCC comprises two firms with critical skillsets to assist the publishers in the matter,
12 and as the Notice of Association describes, were “supported in this role by the Association of
13 American Publishers and its members.” Oppenheim + Zembrak, LLP (“O+Z”) is not a class action
14 firm, but rather a boutique litigation firm that specializes in representing copyright and trademark
15 owners in litigation. Edelson/O+Z Decl. ¶¶ 16–22. The O+Z partners involved in this case have
16 litigated and tried many of the largest and most complex copyright cases of our time, including
17 numerous mass infringement cases involving BitTorrent. Edelson/O+Z Decl. ¶ 20. Among their
18 regular clients are many book publishers and the AAP. *See* Edelson/O+Z Decl. ¶ 22. Edelson PC
19 is a national plaintiffs’ law firm, whose class action practice has an exceptional track record of
20 litigating cutting-edge technology cases to historic results. Edelson/O+Z Decl. ¶¶ 3–12. Together,
21 O+Z and Edelson jumped into this case—ready to leverage the publishers’ knowledge and
22 perspective to help try it, if necessary, or settle it, if possible. *Id.* at ¶¶ 13–18.

23 After the Court’s Class Certification Order, the PCC immediately began engaging in near-
24 daily (and often many-times-daily) meetings with legal teams from the AAP, the Publishers
25 Association of the UK (PA), the Association of University Presses, as well as numerous major
26 trade, educational, and independent publishers. *Id.* at ¶ 16. These essential coordination hubs
27 enabled publishers to align in their participation and management of the complexities in this case.
28 With trial mere months away, the PCC identified executive-level witnesses from publishers who

1 volunteered to testify about how their industry works, the creative, educational and scientific
2 importance of books, as well as their efforts to fight piracy and the harm that comes from that
3 piracy. *Id.* at ¶ 17. The PCC worked with those witnesses to gather documents for expedited
4 production in advance of trial, and provide for their depositions. *Id.* The PCC joined Class
5 Counsel’s trial strategy meetings, weighing in on expert witness strategy and the trial plan. *Id.* at
6 ¶ 18. All this work ensured that the Class would be prepared to put on the strongest possible case
7 at trial.

8 Similarly, AAP has actively engaged with its members, Class Counsel, and the PCC to
9 ensure that any settlement addresses publishers’ interests and concerns, as the majority of the
10 Works List implicate AAP members. *See* Pallante Supp. Decl. ¶ 14. AAP’s CEO, Maria Pallante,
11 has personally interacted with CEOs and general counsels of dozens of AAP members regarding
12 procedural aspects of the case; explained criteria for copyrighted works to be included on the Works
13 List based on the Court’s class definition; helped facilitate publishers’ ability to provide input and
14 feedback to the PCC regarding the litigation and/or settlement; provided information on author-
15 publisher contractual norms to facilitate a fair and reasonable allocation plan; alerted the publishing
16 sectors most affected by the piracy at issue; assisted with press requests relating to this action; and
17 encouraged publishers to assist Class Counsel in ensuring a robust notice process, including as to
18 their authors. *See id.* AAP has done all this without compensation. *Id.* ¶ 2.

19 The PCC also provided tremendous value in producing the final Works List—essential for
20 notice, trial preparation, and the ultimate settlement—which was a particularly demanding task
21 given the compressed timeline and the enormous volume of works Anthropic downloaded. *Id.* at
22 ¶¶ 19–20. The PCC engaged in an all-out effort to assist Class Counsel in accomplishing this feat,
23 committing a team of lawyers with extensive experience clearing works for inclusion in copyright
24 cases. *Id.* at ¶ 19. Those counsel worked full-time for weeks with Class Counsel’s team of lawyers,
25 staff, and experts to refine the technical analysis to assess works for satisfaction of the class criteria,
26 *see* Dkt. 363-2 (Original Dec. of Class Counsel ISO Preliminary Settlement Agreement) at ¶¶ 47–
27 53, including by searching Copyright Office databases, identifying ISBNs, and matching works to
28 the criteria for class inclusion. Edelson/O+Z Decl. ¶ 19. With that assistance from the PCC, Class

1 Counsel was able to refine these matching processes and identify works that otherwise may not
2 have been included across the full dataset—again, a class-wide benefit. *Id.* at ¶ 20. These efforts
3 resulted in a Works List approximately 20% larger than otherwise. *Id.* Through the efforts of the
4 PCC and publishers assisting Class Counsel, Plaintiffs were able to submit a high-quality works
5 list in short order. *Id.*

6 The PCC and the publishers themselves dove headfirst into the case in both time and hard
7 costs, when the only promise was a trial in three months. *Id.* at ¶¶ 17, 18, 22, 24. The PCC firms
8 immediately devoted the full-time work—including mornings, nights, and weekends—of multiple
9 attorneys to meet the Court’s deadlines and prepare to conduct a trial that included new publisher
10 witnesses. *Id.* at ¶¶ 17, 18, 24. Moreover, the publishers and AAP dedicated their highest-level in-
11 house counsel to this case for months—an investment for which they will never see a cost recovery,
12 but which will inure to the benefit of the class as a whole. *Id.* at ¶ 16.

13 When mediation became a reality, the PCC—representing a constituency with enormous
14 claims against Anthropic—engaged in the negotiations in a collaborative effort with Class Counsel
15 for the benefit of the entire class. *Id.* at ¶ 21. The publishers deployed their negotiating power to
16 help secure the record-shattering settlement before the Court—a settlement that provides not just
17 excellent compensation to every class member, but that Plaintiffs’ counsel believe sends a critical
18 message to artificial intelligence companies that piracy will not be tolerated. *Id.*

19 In light of this history, the facts on the ground show that the publishers have worked
20 relentlessly *for* the interests of the class, including specifically authors. *Id.* at ¶ 23. Indeed, Class
21 Counsel themselves invited the PCC’s involvement in the interests of the Class, and their
22 involvement has been of enormous benefit to the class as a whole. *Id.* at ¶¶ 21, 23. As one more
23 data point, the PCC proposed the extraordinarily claimant-friendly design of the Plan of Allocation
24 and Distribution, which will maximize the number of authors and publishers paid under the
25 settlement. *Id.* at ¶ 23. In particular, the PCC proposed that, for any work claimed, any class
26 member (*i.e.*, author or publisher) is automatically sent a check—irrespective of whether they filed
27 a claim—for their share of the award for that work, and has a full 18 months to either cash that
28 check or otherwise claim the proceeds. *Id.*

1 Through their engagement with this case, the PCC and the publishers have provided critical
2 value to the class action and the settlement. *Id.* at ¶¶ 16–21, 23. They believe in the importance of
3 this case and this settlement to the class as a whole and to copyright owners’ efforts to fight piracy.
4 They will continue to do that work unless instructed otherwise by the Court. The PCC will be
5 present at the hearing and be prepared to address these points, as well as any others that pertain to
6 the publishers’ ongoing involvement in the litigation.

7 **III. THE AUTHORS GUILD AND AUTHORS’ COORDINATION COUNSEL HAVE**
8 **PLAYED AN ESSENTIAL ROLE IN FORMULATING THE PLAN OF**
9 **DISTRIBUTION.**

10 In addition to the named plaintiffs, Class Counsel have also worked closely with several
11 authors organizations, including the Authors Guild, which has itself sought input from a broad
12 range of writers’ organizations, and Authors Coordination Counsel. The Authors Guild is “the
13 oldest and largest author association in the country, made up of over 16,000 professional, published
14 writers,” representing “the interests of authors and journalists from every genre, including
15 historians, biographers, academicians, novelists, journalists, textbook writers, children’s book
16 writers, and other writers of non-fiction and fiction.” Not-for-Profit Author Organizations Decl.
17 ¶ 11. They are not being compensated—at all—for their assistance in this case. *Id.* ¶ 19 (“[N]either
18 we nor the organizations we serve are receiving any benefits from the settlement . . .”). Nor are
19 they a substitute for the role of Class Counsel and the Class Representatives. Instead, the Guild is
20 participating solely to further its “not-for-profit mission [] to defend the profession as a whole.” *Id.*
21 ¶ 18.

22 The contributions of the Guild have been extensive by any measure. For instance, the Guild
23 solicited and received input “from at least a half dozen organizations that represent authors in
24 specific genres, many of which participated in calls with Class Counsel.” *Id.* ¶ 17. Among the
25 groups with which the Guild liaised include the Romance Writers of America and the “Sisters in
26 Crime,” whose mission is “to promote the ongoing advancement, recognition and professional
27 development of women crime writers” across its membership of over 4,000. *Id.* ¶ 9. The Guild and
28 Class Counsel have also coordinated with the Textbook and Academic Authors Association (TAA),
both directly and through its counsel at Slarskey LLC, and they have provided valuable feedback

1 on the distribution process and forthcoming proposed Claim Form.

2 In addition to coordinating with authors' groups across the country, the Guild offered
3 critical input into the efficient and fair claims process that Plaintiffs propose. To do so, the Guild
4 reviewed scores of author-publisher agreements to propose and assess potential non-mandatory
5 default rules for the claims process to ensure that they reflect recurring terms in publishing
6 agreements and allow any diverging contractual terms to be honored. *See id.* ¶¶ 17, 22. ("Each of
7 us, directly or indirectly, assisted the process of educating Class Counsel about standard contract
8 terms, thus facilitating the creation of a fair, reasonable, and adequate proposed plan of
9 distribution."). In addition, the Guild closely reviewed the proposed Claim Form and associated
10 notice documents, identifying substantive areas and phrasing that may prove confusing or
11 challenging for claimants. The Guild proposed important, constructive edits, ensuring that the
12 Claim Form would ease the burden on potential claimants and that notice would be distributed in a
13 broad, effective, and understandable manner. The Guild did so "guided by all of the input and
14 feedback [it] receive[d] from authors." *Id.* ¶ 18.

15 The Guild's work will not stop here. Along with other authors organizations, the Guild "is
16 willing and eager to disseminate any approved Class notice to our members"; "to direct members
17 to the Settlement website or to Class Counsel"; to "help Class members to fill out claims"; and "to
18 spend the time to collect recurring questions about the Settlement (if any) and convey them to Class
19 Counsel." *Id.* ¶¶ 20, 21. This massive effort on the part of the Guild—undertaken without any
20 compensation—will further its "goal to make the claims process as efficient as possible and to
21 encourage as many authors whose works are on the Works List as we can to file claims and to do
22 so accurately." *Id.* ¶ 23.

23 Finally on the authors' side, Authors' Coordination Counsel has also provided critical
24 assistance. From the case's inception CDAS—a boutique firm with a specialty in copyright issues
25 and decades of experience representing authors and publishers alike—has offered its valuable
26 copyright expertise on a host of critical issues that this case has implicated at both summary
27 judgment and class certification. And Authors' Coordination Counsel has likewise exercised
28 significant expertise, based on their extensive experience, determining how best to honor industry

1 norms and existing contractual relationships between authors and publishers in a myriad of
 2 contexts. *See* Wolff Decl. ¶¶ 2–9. Authors’ Coordination Counsel also played a key role in
 3 (i) coordinating with stakeholders with respect to the Class List; the Plan of Distribution, Claim
 4 Form, and Class Notice; and (ii) advising and assisting Class Counsel with compilation of the
 5 Works List, including by improving the methods by which works were assessed for satisfaction of
 6 the class criteria. *See id.*

7 * * *

8 Overall, the proposed notice plan and plan of allocation and distribution are carefully
 9 calibrated to ensure efficient distribution of funds to the right people, while respecting existing
 10 contractual arrangements among class members. To formulate this plan, Class Counsel sought the
 11 input of a wide array of stakeholders, including the Authors Guild and AAP, to ensure an efficient
 12 and fair distribution process.

13 ARGUMENT

14 This supplemental brief addresses issues raised by the Court during the hearing on
 15 September 8, including the process for notice, the claim form, and the distribution of Settlement
 16 funds. *See* Dkt. 371 (ordering “clarifications respecting the Claim Form, claims procedure, and
 17 anything else”). Those processes and forms work together to satisfy all Federal Rule of Civil
 18 Procedure 23(e)(2) criteria, as well as the Northern District of California’s Procedural Guidance
 19 for Class Action Settlements, and the Court’s Order re Putative Class Actions and Factors to be
 20 Evaluated for Any Proposed Class Settlement. Dkt. 8. The Court should therefore enter preliminary
 21 approval of the proposed Settlement.

22 **I. NOTICE WILL BE THE BEST PRACTICABLE UNDER THE CIRCUMSTANCES**

23 Class Counsel have proposed a state-of-the-art notice plan with multiple and
 24 complementary layers that will achieve the best notice that is practicable under the circumstances.
 25 Under that plan, Class Members will receive direct mail and email notice supplemented by notice
 26 shared through prominent industry groups, trade publications, digital and social media channels,
 27 and a Settlement Website. Notice through industry groups, trade publications, digital and social
 28 media channels, and a Settlement Website will commence as soon as the Court issues preliminary

1 approval, with direct notice commencing shortly afterwards.

2 **A. The Court Should Appoint JND As Settlement Administrator**

3 Proposed Settlement Administrator JND has a strong track record of success in this District
4 and nationally. In addition to its extensive experience in complex matters and copyright class
5 actions across the country, JND has substantial experience in this District. Keough Supp.
6 Decl. ¶¶ 4, 8–17. In fact, JND has administered notice, claims, and/or distribution of settlement
7 funds in more than 60 cases in the Northern District of California. Keough Supp. Decl. ¶ 4. In each
8 of those cases, JND has provided timely and comprehensive data to counsel to facilitate the filing
9 of Post-Distribution Accounting, as required by the N.D. Cal. Procedural Guidelines for Class
10 Action Settlements. Keough Supp. Decl. ¶ 4. Those Post-Distribution Accounting filings reveal the
11 following statistics regarding JND’s administration of class actions in this District:

- 12 • JND has administered \$65 billion in settlement funds and judgments;
- 13 • JND has administered settlement relief on behalf of more than 379 million class members;
- 14 • Of the 950 million notices JND has sent, approximately 5% were returned as undeliverable;

15 Keough Supp. Decl. ¶¶ 4–5.

16 JND’s success in this District and beyond has resulted in favorable industry recognition.
17 JND has been praised by various publications, including the *National Law Journal*, the *Legal*
18 *Times*, and the *New York Law Journal*, for excellence in class action administration. Keough Supp.
19 Decl. ¶ 7. JND was also named the #1 Class Action Claims Administrator in the United States by
20 the national legal community for multiple consecutive years, and the company was inducted into
21 the *National Law Journal* Hall of Fame for having held this title for four years in a row. *Id.*

22 **B. Revised Forms of Notice**

23 Consistent with the Court’s guidance, Class Counsel have revised the proposed forms of
24 notice to reflect the proposed Plan of Allocation and Distribution (“POA&D”). The Plan of
25 Allocation and Distribution is summarized in Exhibit 1, and per the Court’s order at Dkt. 383,
26 Plaintiffs will submit the revised proposed notice on or before noon tomorrow. Under the proposed
27 notice plan, Class Members will receive a short-form notice by U.S. Mail and an email Notice.
28 Keough Supp. Decl. ¶¶ 35, 38. Class Members who do not promptly submit a claim or opt out will

1 also receive a reminder postcard notice and periodic reminder email notices. Keough Supp.
2 Decl. ¶¶ 88–89. In addition, a long-form notice will be posted on the Settlement Website, the
3 address of which will be featured prominently on the other forms of notice. Keough Supp.
4 Decl. ¶¶ 99, 101. In addition, a QR code will be featured on the mailed notices that, when scanned,
5 will direct the recipient to the Settlement Website. Keough Supp. Decl. ¶ 101.

6 The revised proposed forms of notice will be filed on September 23 by noon, per the Court’s
7 order. *See* Dkt. 383. Also, as requested by the Court (Sept. 8 Hearing Tr. at 13–14), Class Counsel
8 and JND will submit by tomorrow a proposed envelope in which the proposed Short-Form Notice
9 will be mailed. Among other information, the proposed envelope will state, “Important Class
10 Action Notice” and indicates it is from the “United States District Court, Northern District of
11 California, Honorable William Alsup, 450 Golden Gate Avenue, San Francisco, CA 94102.” As
12 required by Rule 23(c)(2)(B), the proposed notices clearly and concisely state in plain, easily
13 understood language: (i) the nature of the action; (ii) the definition of the certified Class; (iii) Class
14 claims and issues; (iv) that a Class Member may enter an appearance through an attorney if the
15 Member so desires; (v) that the Court will exclude from the Class any Class Member who requests
16 exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class
17 judgment on members under Rule 23(c)(3).

18 **C. CAFA Notice**

19 Class Action Fairness Act (“CAFA”) notice has already been sent, consistent with federal
20 law and the terms of the proposed settlement agreement. CAFA requires defendants to notify state
21 and federal regulators of any proposed class action settlement “[n]ot later than 10 days after” the
22 proposed settlement is filed in court. 28 U.S.C. § 1715(b); *see also In re Volkswagen “Clean*
23 *Diesel” Mktg., Sales Practices, & Prods. Liab. Litig.*, 229 F. Supp. 3d 1052, 1058, 1067 (N.D. Cal.
24 2017) (weighing CAFA notice, and lack of objection by state and federal officials, as a factor in
25 favor of final approval of federal class action settlement). On September 15, consistent with CAFA
26 requirements and the terms of the settlement agreement (Dkt. 363-3 ¶ 4.11), JND sent, on
27 Anthropic’s behalf, notice of the proposed settlement to the attorneys general of each U.S. state and
28 the attorney general of the United States. Keough Supp. Decl. ¶ 116. Class Counsel and JND have

1 not received any objection or other responsive correspondence from any state or federal officials.
2 Class Counsel Supp. Decl. ¶ 5; Keough Supp. Decl. ¶ 116.

3 **D. Direct Notice by U.S. Mail and Email**

4 Direct notice will be distributed to Class Members by both U.S mail and email. Just one
5 week after the Works List was finalized and filed, the Class List³ already contains at least one
6 mailing or email address for 99% of works on the Works List. Keough Supp. Decl. ¶ 26. The
7 updated Class List contains email or mailing addresses for approximately 97% of all publishers of
8 works on the Works List (amounting to a publisher address for 99.4% of listed works) and
9 approximately 66% of all authors of works on the Works List (amounting to an author address for
10 81% of listed works). *Id.* The Class List also includes the address information listed on the
11 registrations of the works filed with the Copyright Office. *Id.* For those approximately 279,000
12 works (58% of the total), direct notice would also be sent to these addresses as part of the notice
13 plan. *Id.*

14 Class Counsel further expect publishers to provide additional contact information. Indeed,
15 publishers of approximately half of all works on the Works List have already agreed to provide
16 author contact information within 45 days of preliminary approval. *Id.* And Class Counsel expects
17 that number to grow to 75% shortly. Even just taking those publishers who have already agreed,
18 this would raise the share of the authors of works on the Works List with contact information from
19 66% to 84%, and would raise the share of works on the Works List with author contact information
20 from 81% to 93%. *Id.* Collecting such contact information for thousands of works is, for many
21 publishers, a large, time-consuming undertaking. Thus, the proposed notice and distribution
22 schedule contemplates up to 45 days for publishers to complete this task. Ex. 1 (POA&D ¶ 2(b)).

23 Class Counsel believe that waiting to issue direct notice until the compilation of contact
24 information from publishers has completed will enhance the efficacy of direct notice and avoid
25 situations where authors wrongly believe they are not part of the class because they were not in the
26 very first tranche of direct notice. As the Court is aware, Class Counsel have collected—and
27 continues to collect—class member contact information through its website. Due to the broad

28 _____
³ An updated Class List, with additional contact information, will be filed on September 23, 2025.

1 publicity of this case, since the Court certified the Class on July 17, 49,000 have submitted their
2 contact information via online intake forms or by contacting Class Counsel. Keough Supp. Decl.
3 ¶ 27. The rate of contact-information submission has swelled since the Settlement Agreement was
4 filed publicly on September 5.

5 After that, JND will continue to get notice data in the claims process. To the extent any gaps
6 remain, the proposed Claim Form *requires* all rightsholders to submit the known contact
7 information for any other rightsholders associated with the works for which they are submitting a
8 claim. Ex. 1 (POA&D ¶ 3(b)(ii)).

9 Significantly, JND will send *both* mailed and emailed notice whenever possible. Keough
10 Supp. Decl. ¶¶ 33–40. And, for any class member who does not promptly opt out or submit a Claim
11 Form, JND will send a reminder postcard notice by mail and periodic reminder notices by email.
12 Keough Supp. Decl. ¶¶ 88–89. JND will also (i) track all notices returned as undeliverable by the
13 USPS and will promptly re-mail notices that are returned with a forwarding address and (ii) use
14 advanced address search tools to identify a new mailing address for any notice returned without a
15 forwarding address. Keough Supp. Decl. ¶ 41.

16 With these procedures in place, Class Counsel and JND reasonably expect that direct notice
17 will be sent to virtually all class members during the notice period, in many cases with class
18 members receiving direct notice *multiple times by both mail and email*. See Keough Supp.
19 Decl. ¶¶ 26, 33-49. Such efforts, by themselves, will surpass the minimum notice requirements
20 dictated by due process and Rule 23. See, e.g., *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D.
21 299, 328 (N.D. Cal. 2018) (finding that “Settlement Class Members received adequate notice of
22 the Settlement” where “combined individual and media notice efforts reached approximately 87.5%
23 of likely class members”); *Chinitz v. Intero Real Est. Servs.*, 2020 WL 7042871, at *2 (N.D. Cal.
24 Dec. 1, 2020) (“The Federal Judicial Center has concluded that a notice plan that reaches at least
25 70% of the class is reasonable.”) (citation omitted). Given the number of class members in this
26 case, the thoroughness of the proposed notice program, and the relative complexity of the claims
27 process, JND expects that administrative costs here will likely be approximately \$15 million. See
28 Keough Supp. Decl. ¶ 117.

1 **E. Industry Group Notice**

2 Plaintiffs will supplement the direct notice program with notice through prominent industry
3 groups and guilds who have agreed to both distribute notice to their members and to encourage
4 their members to distribute notice. Those organizations include the following:

- 5 • The Association of American Publishers (AAP), which is the national trade association and
6 principal public policy advocate for publishing houses in the United States, with some 120
7 member organizations. *See* Pallante Supp. Decl. ¶¶ 5, 16.
- 8 • The Authors Guild, which is the oldest and largest author association in the country, made
9 up of over 16,000 professional, published writers. *See* Not-for-Profit Author Organizations
10 Decl. ¶¶ 11, 15–16, 20.
- 11 • Creative Artists Agency (CAA), which represents numerous writers across various genres.
12 Keough Supp. Decl. ¶ 33.
- 13 • The Independent Publishers Guild, which is the membership body for the thriving
14 independent publishing sector in the UK and Ireland, with over 600 members. Shine
15 Decl. ¶¶ 1–3.
- 16 • Novelists, Inc., a U.S.-based nonprofit organization, which focuses on networking,
17 education, and advocacy for professional authors of book-length fiction. *See* Not-for-Profit
18 Author Organizations Decl. ¶¶ 1, 15–16, 20.
- 19 • The Publishers Association, which is the member organization for UK publishing and
20 represents more than 140 members, including major consumer, academic, and education
21 publishers of various sizes and specialties.⁴ Stevenson Decl. ¶¶ 1–3.
- 22 • Publishers’ Licensing Services, which is a UK-based not-for-profit organization that
23 represents book, magazine and journal publishers and helps its more than 4,500 registered

24 _____
25 ⁴ The Publishers Association has also committed to share notice of the settlement with other
26 prominent publishing industry organizations, including the Independent Publishers Guild (IPG), a
27 membership body representing the independent publishing sector in the UK with 600 members; the
28 International Publishers Association (IPA), the world’s largest federation of national, regional, and
specialist publishers associations with 105 members in 84 countries; the Federation of European
Publishers (FEP), the federation of publishers associations in Europe, representing 31 national
associations; and the International Association of Scientific Technical & Medical Publishers
(STM), the global trade association that represents the world’s leading scholarly publishers with
150 members in 21 countries. Stevenson Decl. ¶ 3.

1 by publishers by overseeing collective licensing for book, journal, magazine, and website
2 copying. West Decl. ¶¶ 1–4.

- 3 • Romance Writers of America, Inc. (RWA), a nonprofit trade association whose mission is
4 to advance the professional and common business interests of career-focused romance
5 writers. *See* Not-for-Profit Author Organizations Decl. ¶¶ 2–3, 15–16, 20.
- 6 • The Science Fiction and Fantasy Writers Association (SFWA), a national nonprofit
7 organization, representing approximately 2,500 authors of science fiction, fantasy, and
8 related genres. *See* Not-for-Profit Author Organizations Decl. ¶¶ 4, 15-16, 20.
- 9 • Sisters in Crime (SinC), which promotes the ongoing advancement, recognition, and
10 professional development of women crime writers, supporting 4000+ members. *See* Not-
11 for-Profit Author Organizations Decl. ¶¶ 9, 15–16, 20.
- 12 • The Society of Authors, which is the UK’s largest trade union for writers, illustrators, and
13 literary authors, with 12,500+ members.⁵ Ganley Decl. ¶¶ 1–4.
- 14 • William Morris Endeavor (WME) Books, having closed more than 1,000 international
15 publishing deals in recent years. Keough Supp. Decl. ¶ 33.
- 16 • The Writers Union of Canada, which represents over 3,000 authors across Canada. Degen
17 Decl. ¶¶ 1–4.
- 18 • Writers House, one of the largest independent literary agencies in the world, with 30 active
19 literary agents. Fulton Decl. ¶¶ 1–3.
- 20 • The Association of University Presses, which represents more than 160 university presses
21 around the world. Berkery Dec. ¶¶ 1, 4, 5.

22 Together, these prominent guilds, associations, agencies, organizations, and unions will provide a
23

24 ⁵ The Society of Authors has also committed to work with other UK industry groups—including
25 the Association of Authors’ Agents (which represents 131 agencies), the Authors’ Licensing and
26 Collecting Society (which represents 128,000 members), the British Copyright Council (which
27 represents over 500,000 individual creators), the Creators’ Rights Alliance (which represents
28 approximately 500,000 creators), and the Writers’ Guild of Great Britain (which represents over
3,000 members—to notify their members about the Settlement. Ganley Decl. ¶ 3. Further, the
Society of Authors has committed to notify the International Authors’ Forum (which represents
over 700,000 authors worldwide) and the European Writers’ Council (which represents 53
organizations, representing 250,000 writers and literary translators in the book and text sector
across Europe and publishing worldwide). *Id.*

1 powerful network for supplementing the direct notice efforts described above. These industry-
 2 group notice efforts will commence immediately after preliminary approval is granted and will
 3 persist throughout the notice period.

4 **F. Widespread and Targeted Publication Notice**

5 The proposed settlement has already garnered widespread coverage from major media
 6 organizations, including the *New York Times* (on both its news and editorial pages), *Wall Street*
 7 *Journal*, and *The Washington Post*.⁶ On top of that solid foundation of earned media, JND proposes
 8 print and digital notice placements with other leading publications in the United States and Canada,
 9 including *Publishers Weekly*, *The Atlantic*, *The Toronto Star*, *The Globe and Mail*, *La Presse*, *The*
 10 *Chronicle of Higher Education*, *Goodreads*, *Poets & Writers Magazine*, and *Writer's Digest*.
 11 Keough Supp. Decl. ¶¶ 33, 59–68. JND also proposes to distribute a press release to approximately
 12 5,000 media outlets nationwide and in Canada, including to journalists who specialize in reporting
 13 on higher education, teaching, books, and publishing. Keough Supp. Decl. ¶ 77. Press releases sent
 14 to Canadian outlets will be sent in both English and French. *See* Keough Supp. Decl. ¶ 77 n.9.
 15 These publication notice efforts will commence promptly after preliminary approval is granted. *See*
 16 Keough Supp. Decl. ¶ 34.

17 In addition to JND's efforts, Class Counsel have retained the public affairs firm Shape
 18 Advocacy. Class Counsel Supp. Decl. ¶ 6. Shape Advocacy is assisting with press communications,
 19 communications to interested groups and stakeholders, and is also helping with distributing
 20 settlement notice to all relevant industry, media, and affiliated groups. *Id.*

21 **G. Social Media and Digital Notice**

22 In addition to the notice methods described above, JND also proposes to serve 97.5 million

23 ⁶ *See, e.g.,* Cade Metz, *Anthropic Agrees to Pay \$1.5 Billion to Settle Lawsuit With Book Authors*,
 24 *N.Y. Times*, Sept. 5, 2025; Melissa Korn, *Anthropic Agrees to Pay at Least \$1.5 Billion in*
 25 *Landmark Copyright Settlement*, *Wall Street Journal*, Sept. 5, 2025; Matt O'Brien, *Anthropic to*
 26 *pay authors \$1.5 billion to settle lawsuit over pirated books used to train AI chatbots*, *AP News*,
 27 Sept. 6, 2025; Will Oremus, *AI firm Anthropic reaches landmark \$1.5B copyright deal with book*
 28 *authors*, *The Washington Post*, Sept. 5, 2025; Queenie Wong, *Anthropic's \$1.5-billion settlement*
signals new era for AI and artists, *Los Angeles Times*, Sept. 5, 2025; *Anthropic to pay authors*
\$1.5 billion to settle lawsuit over pirated chatbot training material, *Reddit r/News*, Sept. 5, 2025
 (public thread on settlement garnering several thousand impressions),
https://www.reddit.com/r/news/comments/1n9eq8i/anthropic_to_pay_authors_15_billion_to_settle
 e.

1 digital impressions through the leading digital network, Google Display Network, and three popular
2 social media platforms, Facebook, Instagram, and Reddit. Keough Supp. Decl. ¶ 53. JND will use
3 multiple sophisticated targeting strategies to direct notice to likely class members. Keough Supp.
4 Decl. ¶¶ 54–58. And JND will also aim to stimulate claims by serving digital “reminder” ads to
5 class members who, for example, visited the Settlement Website but did not complete a claim
6 submission. Keough Supp. Decl. ¶¶ 70–75. Again, these notice efforts will commence shortly after
7 the Court grants preliminary approval and will continue throughout the notice period. *See* Keough
8 Supp. Decl. ¶ 34.

9 **H. Online Notice**

10 JND also proposes to set up, within seven days of preliminary approval, a Settlement
11 Website, which will have an easy-to-navigate design, formatted to emphasize important
12 information and deadlines. *See* Keough Supp. Decl. ¶¶ 34, 99. The website will include the
13 proposed long form notice, Settlement Agreement, and other important case documents. Keough
14 Supp. Decl. ¶ 99. The Settlement Website will also include a searchable database to allow potential
15 class members to search for works on the Works List, an online automated Claim Form, and a
16 downloadable Claim Form for class members who prefer to print and mail their Claim Form.
17 Keough Supp. Decl. ¶ 100. The Settlement Website will be ADA-compliant and optimized for both
18 mobile and computer visitors. Keough Supp. Decl. ¶ 102. The Settlement Website address will be
19 prominently displayed in all printed notice documents, and will be accessible through email and
20 digital notices, as well as through a QR code in the mailed and print notices. Keough Supp.
21 Decl. ¶ 101.

22 **I. The Strength of the Proposed Notice Plan Will Facilitate Finality**

23 These exhaustive notice procedures will facilitate the finality for which the Parties
24 bargained. This is a highly literate class and particularly likely to attend to the multiple forms of
25 publication concerning the settlement and its provisions. Given the layers of redundant and
26 complementary notice contemplated by Class Counsel and JND, it is hard to imagine that any
27 meaningful set of class members will not receive notice of the proposed settlement. Even if,
28 somehow, some class members miss the multiple rounds of proposed mail, email, industry-group,

1 publication, and online notice, they will still be bound by the Settlement Agreement. *See Silber v.*
2 *Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994) (holding that “best practicable” notice binds class
3 members, even those who did not “actually receive” notice); 3 Newberg & Rubenstein on Class
4 Actions § 8:36 (6th ed.) (“[N]either Rule 23 nor the Constitution requires that a class member
5 actually receive notice: notice suffices if it is reasonably calculated to reach the absent parties.”); 1
6 McLaughlin on Class Actions § 5:80 (21st ed.) (“Courts have repeatedly held that neither due
7 process nor Rule 23(c)(2)(B) mandates that class members receive actual notice in order to be
8 bound by class action proceedings. Actual receipt of notice is not required. The provision of notice
9 reasonably calculated to apprise class members of the proceedings is sufficient.”); *Police Ret. Sys.*
10 *of St. Louis v. Granite Constr. Inc.*, No. C 19-04744 WHA, 2022 WL 816473 at*5 (N.D. Cal. Mar.
11 17, 2022) (Alsup, J.) (class members’ claims released; claims administrator received 28,114 claims
12 based on 59,900 notices).

13 **II. THE PROPOSED CLAIMS PROCEDURE WILL FACILITATE THE EFFICIENT**
14 **AND EQUITABLE DISTRIBUTION OF SETTLEMENT FUNDS**

15 Rule 23(e)(2)(C)(ii) requires the Court to ensure “the effectiveness of any proposed method
16 of distributing relief to the class, including the method of processing class-member claims.” *SEB*
17 *Inv’t Mgmt. AB v. Symantec Corp.*, 2022 WL 409702 at *4 (N.D. Cal. 2022). The “goal of any
18 distribution method is to get as much of the available damages remedy to class members as possible
19 and in as simple and expedient a manner as possible.” 4 Newberg & Rubenstein on Class
20 Actions § 13:53 (6th ed.). For that reason, a claims processing method should both “deter or defeat
21 unjustified claims,” but not be “unduly demanding” for bona fide claimants. Fed. R. Civ. P.
22 23(e)(2)(C)–(D) advisory committee’s note to 2018 amendment.

23 The proposed Claim Form, which will be submitted tomorrow in accordance with the
24 Court’s order (Dkt. 383), satisfies these standards. After extensive consultation with authors,
25 publishers, the class representatives, and JND, the Claim Form has been carefully designed to
26 maximize the efficient and fair distribution of Settlement funds by minimizing the upfront burden
27 on claimants, by providing even more notice to competing claimants, and by offering tailored
28 default rules to ease distribution while also protecting a given claimant’s right to individualized

1 proceedings. These choices are attentive to the unique features of this particular class, and they
2 merit preliminary approval.

3 **A. The Proposed Claim Form Makes Submitting Claims Easy**

4 Class Counsel have intentionally designed the Claim Form “to make submitting a claim as
5 easy as possible,” while also guarding against any risk of improper claims. *Keller v. Nat’l*
6 *Collegiate Athletic Ass’n (NCAA)*, 2015 WL 5005901, at *5 (N.D. Cal. Aug. 19, 2015). The Form
7 uses plain, easy-to-understand language, with check boxes and detailed instructions. The Form also
8 will be prepopulated with any relevant information already contained in the Works List, Class List,
9 or other records received by JND, minimizing the burden on claimants, reducing guesswork, and
10 eliminating errors that typically arise from the circulation of the same claim form between multiple
11 parties. Keough Supp. Decl. ¶¶ 103–04. *See In re MyFord Touch Consumer Litig.*, No. 13-CV-
12 03072-EMC, 2019 WL 1411510, at *6 (N.D. Cal. Mar. 28, 2019) (finding prepopulated⁷ claim
13 forms “minimize the burden” on class members). Claimants generally will *not* be required to submit
14 their publishing agreements or other documentation to submit a valid claim, further reducing the
15 burden on claimants while also helping to ensure that award disbursement is consistent with
16 existing contractual relationships.⁸ And the online version of the Claim Form, available at the
17 Settlement Website, will be particularly easy to use. Keough Supp. Decl. ¶ 103. For example, the
18 online Form will feature built-in automation to ensure that all necessary fields are correctly
19 populated, while skipping unnecessary sections. Keough Supp. Decl. ¶¶ 103–04. Considering all
20 these user-friendly features of the Claim Form, Class Counsel reasonably believe that the Claim
21 Form and online submission process will be effective at helping to ensure a high claims rate.

22 Any claimants who have questions about the Claim Form will have ample resources to
23 obtain answers. For example, each page of the proposed Claim Form states, “Questions? Visit
24 _____

25 ⁷ If disputes arise among co-claimants for a given work, then submission of documentation may
later become necessary.

26 ⁸ While compiling the data for pre-population may require upfront time to organize, this investment
27 will ultimately save the class time and money by minimizing manual data entry errors that would
28 otherwise require correction during processing. The end result of this claims process is that all
submissions for a given work—whether approved as pre-populated or modified by claimants—are
consolidated on the backend into a single form per work, minimizing the potential for errors and
streamlining administration

1 www.AnthropicCopyrightSettlement.com or call.” The Settlement Website will include frequently
 2 asked questions and answers, which will be updated regularly to reflect common questions that
 3 arise about the Claim Form or claims procedure. Keough Supp. Decl. ¶ 99. JND has experience
 4 staffing call centers with sufficient resources to respond to any conceivable call volume. *See, e.g.*,
 5 Keough Supp. Decl. ¶¶ 9 (noting settlement in which JND utilized call centers with up to 1,500
 6 dedicated agents). And JND has a secure and rapidly deployable, cloud-based contact center
 7 platform that can scale to 2,500 seats if necessary. Keough Supp. Decl. ¶¶ 114–15. JND’s call
 8 center capabilities have enabled the company to handle matters with more than 1 million claimant
 9 calls. Keough Supp. Decl. ¶ 115. In addition, Class Counsel will be on hand to answer questions,
 10 either directly from class members or as escalated by JND’s call centers. Class Counsel Supp.
 11 Decl. ¶ 25.

12 **B. The Proposed Claim Form and Claims Process Will Ensure the Fair and**
 13 **Efficient Distribution of Settlement Funds**

14 Class Counsel consulted with industry experts, both publishers and authors, to design a
 15 Claim Form that will facilitate the fair and efficient distribution of Settlement funds. The Claim
 16 Form and process are specifically designed to reflect contractual industry norms across the key
 17 sectors most implicated by the Settlement—namely books in the trade, university press, and
 18 education sectors.

19 **1. The Claim Form is Straightforward and Provides Default Rules that**
 20 **Reflect Industry Norms and Existing Contractual Arrangements**

21 The Claim Form is designed to maximize the number of bona fide claims. The Form
 22 contains seven sections, each of which is simple, straightforward, and easy to complete:

- 23 • Section A asks for basic contact information of the claimant, such as their name,
 24 mailing address, e-mail address, and phone number.
- 25 • Section B requires the claimant to provide readily available information identifying
 26 the work, such as the author, title, and copyright registration number. In doing so,
 27 the Form provides concise and helpful explanations to aid Claimants in retrieving
 28 that information—for example, how to find a particular copyright registration
 number for a given work online. Section B also requires claimants to state whether
 they are the sole owner of the reproduction rights of the work(s) they are claiming.
- Section C asks the claimant to identify and provide any contact information for any

1 other person that the claimant believes may be entitled to submit a claim related to
2 the claimed work. Section C further cautions that the failure to provide this
3 information may result in denial of the claim.

- 4 • Section D applies to all works with multiple claimants other than education works
5 and informs the claimant that, unless the claimant chooses otherwise, the per-work
6 award will be split equally between the author and the publisher (and, thereafter,
7 split equally between any co-authors and co-publishers).
- 8 • Section E applies to education works and requests that the claimant provide
9 information about any contractual agreements to split proceeds of the settlement
10 award with other class members, or alternatively to indicate that they do not have
11 this contractual information.
- 12 • Section F contains three checkboxes that claimants can select to identify the method
13 of payment: ACH transfer, electronic transfer through Zelle, or paper check.
- 14 • Section G, finally, requires the claimant’s signature and assent that the Claim Form
15 was completed truthfully.

16 As mentioned, the Claim Form will provide that the author and publisher will split each per-work
17 award equally in half (except for education works), with co-authors and co-publishers splitting the
18 author or publisher share of the award equally amongst themselves. *This distribution is not*
19 *mandatory*. The Claim Form will provide only that the claimant has the option—not the
20 obligation—to accept the Default Option.

21 The Claim Form was designed to reflect recurring contractual norms across different sectors
22 of the industry. Trade, university, and education publishers differ as to the nature of works
23 published, markets, cost structures and risk profiles, and contractual arrangements with authors.
24 *See* Pallante Decl. ¶¶ 17-24.⁹ Trade and university presses typically acquire from an author, , in
25 exchange for an advance and future royalties, a subset of the bundle of rights under copyright law
26 to exclusively reproduce and distribute book, with the author retaining other copyright interests. *Id.*
27 ¶¶ 19-20. Education publishers often obtain from the author(s) complete legal ownership of the
28 copyright in their works, either by assignment of the copyright in full, through an exclusive license

⁹ “Trade publishers generally publish books for the consumer market.” Pallante Decl. ¶ 19. University presses are non-profit publishers that operate as an extension of their (public or private) university’s mission to promote and disseminate scholarship. *Id.* ¶ 20. And education publishers publish materials for the academic instruction of students and non-fiction instructional works for professional and consumer markets. *Id.* ¶ 21.

1 for all rights in the work’s copyright, or at times through a “work made for hire” agreement. *Id.*
2 ¶¶ 19-21. Authors of educational works typically receive an advance and royalty interest and
3 therefore retain beneficial ownership (except in cases of works made for hire as defined in 17 U.S.C.
4 §101, where the publisher is deemed the author upon creation and there is no separate beneficial
5 owner). Consistent with these differences, the industry norm amongst trade and university
6 publishing contracts is to divide net recoveries from enforcement actions 50/50 between the
7 publisher and author. *See* Not-for-Profit Author Organizations Decl. ¶ 27. Education publisher
8 contracts typically do not contain language specifically requiring division of enforcement proceeds,
9 and where they do the terms are more varied. *Id.* ¶ 23. The proposed distribution plan accounts for
10 these industry norms.

11 The default split presumed—but not mandated—by the Claim Form was developed after an
12 extensive, thorough process involving a multitude of stakeholders—stakeholders, it is important to
13 emphasize, who are not themselves claimants in this case and are not receiving any compensation
14 for their help. As discussed above, Class Counsel sought and received significant input from (i) the
15 Authors Guild, who itself worked closely with a broad consortium of author associations to provide
16 Class Counsel with information on contractual arrangements, industry practices, as well as pre-
17 existing and ongoing discussions with publishers regarding this case; (*see* Not-for-Profit Author
18 Organizations Decl. ¶ 22) and (ii) the AAP, the “principal public policy advocate for” “some 120
19 large, small, nonprofit, and commercial houses in the education, scholarly, and consumer
20 publishing sectors that together comprise most of the U.S. publishing market,” Pallante Supp. Decl.
21 ¶5¹⁰. The Guild and AAP each support the Claims Form and the default percentages it suggests—
22 but does not require—that authors and publishers adopt.

23 The default split is supported by industry practice between authors and publishers, where in
24 most cases outside of the educational context relevant to this case, the industry norm is for a

25 ¹⁰ AAP’s President and CEO, Maria Pallante, has submitted a declaration in support of this Motion
26 that provides background information regarding the key publishing sectors most impacted by this
27 settlement (*i.e.*, trade publishers, university presses, and education publishers), and why the
28 proposed plan is sensible and practicable. Specifically, Ms. Pallante explains how each of these
sectors differs as to the nature of works published, markets, cost structures and risk profiles, and
contractual arrangements with authors. *See* Pallante Decl. ¶¶ 17–24; *see also* Not-for-Profit Author
Organizations Decl. ¶ 27.

1 publishing agreement to provide for the sharing of litigation proceeds 50/50 between author and
2 publisher. *See* Pallante Supp. Decl. ¶ 22; Not-for-Profit Author Organizations Decl. ¶ 27 (“[W]e
3 support having default splits for authors and publishers to choose, as outlined in the proposed claim
4 form, as they reflect contract norms and avoid authors and publishers having to come together to
5 agree on the correct split.”). Indeed, the contracts of the named plaintiffs in this case provide for
6 such a split. *See* Class Counsel Supp. Decl. ¶ 11 (overviewing contractual provisions). Because the
7 Claim Form’s default reflects a recurring contractual clause, the default rule will reduce the
8 transaction costs of the claims process and likely allow a large majority of authors and publishers
9 to collect their settlement award easily and without any dispute. In short, the “proposed method of
10 distribution allows for rapid distribution of benefits to Participating Class Members and is not
11 unduly demanding”—hallmarks of a well-functioning distribution process. *Cisneros v. EP Wrap-*
12 *It Insulation, LLC*, 2022 WL 2304146, at *6 (D.N.M. June 27, 2022).

13 The plan ensures that class members can participate in the case so that they receive their
14 share of the \$1.5 billion fund, with every claimant retaining the right to prove their actual
15 contractual entitlement differs from the default. This framework delivers on the Court’s vision of
16 customized, contract-based allocation while ensuring the settlement efficiently distributes the relief
17 that will provide the Class—and Anthropic—finality.

18 With respect to education works, the Claim Form does not provide a default percentage to
19 govern the allocation of per-work awards amongst claimants. After discussion with stakeholders—
20 including on the authors’ side the Textbook and Academic Authors’ Association directly and via
21 communications with author coordination counsel and counsel representing the TAA; and on the
22 publishers’ side with education publishers through publisher coordination counsel—Class Counsel
23 determined that contracts for educational works varied too much to suggest a default. Moreover,
24 despite substantial effort, no consensus developed among key stakeholders on what a default rate
25 should be. Thus, the Claim Form requests that for educational works, the claimant make a good-
26 faith representation regarding the percentage of recovery that the claimant is entitled to receive for
27 a given work relative to other potential claimants in the work. Ex. 1 (POA&D ¶ 4(b)(ii)). The Form
28 emphasizes that Claimants may but are not required, to submit any relevant contracts or publishing

1 agreements to demonstrate their ownership interests. *Id.* This section of course applies only if
2 multiple claimants to a work may exist.

3 The claims process for education works is appropriately distinct in this regard.¹¹ Given the
4 lack of any clearcut basis for a default percentage split, the plan of allocation for education works
5 enables parties to submit either their contracts or information about their contracts, and the claims
6 administrator will contact both parties upon submission of their claim(s). In this way, the proposed
7 distribution plan and corresponding claim procedures will ensure the most efficient distribution of
8 funds possible without sacrificing precision.

9 It bears repeating that the Claims Form *does not require* any claimant to adhere to the
10 default percentages; does not impose any “global deal”; and does not force anyone to repudiate or
11 change any rights they may have. Every claimant can decide to deviate from the default split
12 consistent with an underlying agreement, or to (except for education works) adhere to the default
13 splits to avoid the need for individualized determination and receive an award as soon as
14 practicable. In sum, then, the proposed allocation plan achieves the Court’s key objectives of
15 ensuring comprehensive relief reaches class members, providing Anthropic with finality, and
16 respecting the individual contractual rights negotiated between authors and publishers. The plan
17 accomplishes these goals through a system of rebuttable default allocations based on industry
18 norms, which can be supplemented with contractual documentation.

19 2. The Distribution Process

20 The Claim Form will allow claimants to submit claims for multiple works in one
21 submission, maximizing the number of works that will be claimed. For each work, Claimants will
22 be required to state whether they believe they are the sole owner of all legal and beneficial interests.
23 Those who indicate that they may share ownership rights in a work must either (i) certify that they
24 already submitted the required contact information to Class Counsel or the Settlement
25

26 ¹¹ Education publishers publish materials for the academic instruction of learners, including
27 textbooks, course materials, supplemental teaching resources, test bank materials, and instructor
28 solutions manuals, as well as non-fiction instructional works for professional and consumer
markets. Education publishers in the class include Cengage Learning, Inc., Elsevier, Inc.,
Macmillan Learning, McGraw Hill LLC, Pearson Education, Inc., and John Wiley & Sons, Inc.
among many others. *See* Pallante Decl. ¶ 21.

1 Administrator or (ii) submit any contact information they have in the Claim Form. Ex. 1 (POA&D
2 ¶ 3(b)(ii)).

3 If more than one claimant submits a claim for the same work (*e.g.*, an author and publisher),
4 the Settlement Administrator will evaluate those claims for conflicts and will alert claimants if any
5 conflicts exist. *Id.* ¶ 3(d). will evaluate those claims for conflicts and will alert..JND has extensive
6 experience with this type of matching exercise and coordinating with claimants and counsel as
7 needed. *See* Keough Supp. Decl ¶¶ 108–10 (describing large class actions in which JND matched
8 competing claims and/or made final determinations regarding related claims).

9 The claims process has an additional feature to protect class members who do not submit
10 claims. Class Counsel have designed a system so that where one owner of a work submits a claim
11 (the “Filing Claimant”) while another potential owner of the same work does not (the “Non-Filing
12 Claimant”), the Settlement Administrator will notify the Non-Filing Claimant of the Filing
13 Claimant’s claim promptly. Ex. 1 (POA&D ¶ 3(c)(ii)). The Non-Filing Claimant will then have
14 until the later of (a) 70 days after the date the Settlement Administrator issued notice of the Filing
15 Claimant’s claim or (b) the Claims Deadline to submit a claim. If the Non-Filing Claimant does not
16 file a claim within the required timeline, the Settlement Administrator will nevertheless send a
17 check to the Non-Filing Claimant for Settlement proceeds owed to the Non-Filing Claimant, as
18 indicated by the Claim Form submitted by the Filing Claimant. *Id.* If the Non-Filing Claimant does
19 not cash the check or otherwise claim these funds within 60 days, the Settlement Administrator will
20 follow up with additional forms of notice and investigate whether updated contact information is
21 available for the Non-Filing Claimant. *Id.* If, 18 months after final approval, the Non-Filing
22 Claimant still has not cashed the check, the amount distributed to the Non-Filing Claimant will be
23 redistributed instead to the Filing Claimant. *Id.* This distribution to the Filing Claimant is consistent
24 with contractual provisions regarding litigation proceeds that, if only one person pursues the action,
25 that person receives the full amount. *See, e.g.*, Dkt. 147-2 at 11; Dkt. 147-3 at 11; Dkt. 147-4 at 8;
26 Dkt. 147-11 at 11; Dkt. 147-12 at 13; Dkt. 147-21 at 8; Dkt. 147-22 at 7.

1 **C. The Claims Process Will Efficiently Distribute Funds Among Multiple**
2 **Claimants for the Same Work**

3 The proposed Claims Process also employs robust notice procedures to address any
4 situation where multiple claimants submit a claim for the same work.

5 The Claim Form provides for notice to all potential claimants of the work, thereby enabling
6 work-by-work resolution of disputes between and among individual claimants, as supervised by
7 the proposed Notice Administrator and Class Counsel. The Claim Form requires each claimant who
8 has not already done so before submitting a claim to identify and provide current contact
9 information in its possession for any other person who the claimant believes may be entitled to
10 submit a claim related to the claimed work, includ[ing] authors, co-authors, co-owners, and
11 publishers of the claimed work. Ex. 1 (POA&D ¶ 3(b)(ii)).

12 In addition to notifying non-filing claimants as discussed above, JND will also review each
13 claimant’s submission to determine whether any discrepancies exist regarding ownership or award
14 allocation. If so, JND will contact the claimants to obtain additional information. Such information
15 will include, as necessary, a copy of a publishing agreement or other relevant documentation. JND
16 has ample experience—for example in *In re: Blue Cross Blue Shield Antitrust Litig.*, No. 2:13-cv-
17 20000-RDP (N.D. Ala.), among the largest antitrust settlements of all time—matching and
18 comparing claim forms submitted by overlapping claimants. Keough Supp. Decl. ¶ 109. Requiring
19 all claimants to provide such contact information, as well as supporting documentation as
20 necessary, will help ensure Class Counsel and JND can effectively facilitate communication among
21 co-claimants and efficiently resolve any issues that arise related to distribution. In the experience
22 of the author and publisher industry experts, claimants are likely to prefer individualized
23 negotiation to address disputes. Keough Decl. ¶ 111. The Court was thus correct in observing in its
24 class certification order that “disputes . . . over ownership . . . will be unlikely.” Dkt. 244 at 10.

25 **D. The Court Should Provide For An Efficient, No-Cost Dispute Resolution**
26 **Mechanism to Enable Efficient Resolution of Disputes That Arise, If Any.**

27 In the event disputes arise that are not resolved informally—Class Counsel anticipate there
28 will be few, if any—Plaintiffs propose having an appointed special master resolve disputes. The
 special master will resolve the dispute within 30 days of its submission, and any funds that are

1 subject to a dispute will be held in reserve in the interest-bearing settlement escrow account. The
2 decision by the Special Master will be confidential and binding, without right of appeal, on a non-
3 precedential basis. *See* Ex. 1 (POA&D ¶ 3(d)).

4 The use of special masters to resolve disputes during the allocation process is commonplace
5 in this Circuit. *See, e.g., Trabakoolas v. Watts Water Techs., Inc.*, 2014 WL 12641599, at *4 (N.D.
6 Cal. Aug. 5, 2014) (Orrick, J.) (appointing special master “to adjudicate any appeals regarding the
7 Settlement Administrator’s payment of claims”); *Whalen v. Ford Motor Co.*, 2018 WL 6069812, at
8 *2 (N.D. Cal. Nov. 20, 2018) (Chen, J.) (observing that the Court has “various tools at its disposal
9 to manage resolution of [individualized affirmative defenses] . . . , such as the use of individual
10 claim forms or the appointment of a special master”); *Castellon v. Penn-Ridge Transportation, Inc.*,
11 2020 WL 8768456, at *4 (C.D. Cal. Mar. 9, 2020) (Kronstadt, J.) (granting preliminary approval
12 and appointing special master to address “the number of Shifts that should be credited to the
13 Settlement Class Members whose Claim Forms were disputed”).¹²

14 And it is commonplace for a reason. Using more accessible, less onerous dispute resolution
15 procedures is vastly preferable to Class Members compared to requiring full-blown state-court or
16 federal-court litigation to address issues of ownership or allocation. *See* Not-for-Profit Author
17 Organizations Decl. ¶ 28 (“[R]eferring disputes to a court, state or federal, would risk unjust results
18 because that is not a realistic option for authors” because “there are few authors who can afford
19 legal fees, much less the time that would involve, and even if they could, legal fees would far exceed
20 the award.”). Automatically funneling every single dispute to state or federal court would
21 undermine the central feature of the class action mechanism—the aggregated and efficient
22 resolution of small claims—and require claimants to expend extraordinary efforts to receive the

23
24 ¹² Courts outside of the Ninth Circuit also frequently appoint special masters to resolve disputes in
25 the claims administration process. *See, e.g., In re Zurn Pex Plumbing Prods. Liab. Litig.*, 2012 WL
26 5055810, at *7 (D. Minn. Oct. 18, 2012) (granting preliminary approval and ordering that the
27 “Special Master shall be responsible for resolving disputes, if any, arising from the Claims
28 Process”); *United States v. City of New York*, 877 F. Supp. 2d 57, 66 (E.D.N.Y.), *amended*, 905 F.
Supp. 2d 438 (E.D.N.Y. 2012) (“[F]our Special Masters appointed by the Court will oversee the
claims process, including, as necessary, individual hearings”); *Armstrong v. Gallia Metro. Hous.*
Auth., 2001 WL 1842452, at *3 (S.D. Ohio Apr. 23, 2001) (granting final approval of settlement
that “provide[d] for the appointment of a Special Master to administer the claims process and
establishes a procedure for filing claims and appealing from the Master’s determination”).

1 funds to which they are entitled. In addition, forcing parties into a higher-cost, longer resolution
2 mechanism will disproportionately impact the less-resourced party. *See* Not-for-Profit Author
3 Organizations Decl. ¶ 26 (“[F]ull-time authors earn a mean of only \$10,000 from their books and
4 \$20,000 from all writing related work; and part-time authors much less,” and “only very few can
5 afford lawyers.”). The prospect of a quick decision, by contrast, will encourage claimants to reach
6 agreement and reduce the overall number of disputes, just as a firm trial date encourages parties to
7 settle.

8 Plaintiffs are mindful of the Court’s comments about a mandatory special master process
9 here and that it not be a substitute for careful consideration of each class member’s interests within
10 the settlement itself. *See* Transcript of September 8 Hearing at 35:7–18. Plaintiffs believe that the
11 proposed system meets the Court’s objectives. If this is insufficiently protective, Plaintiffs urge the
12 Court that, at a minimum, the Claim Form permit any claimant to elect the resolution of disputes
13 via the special master. Such a rule, in the alternative, would allow any claimant to suggest a special
14 master so that one side does not use the threat of drawn-out litigation as a cudgel in reaching
15 consensual resolution.

16 In particular, Class Counsel propose the following procedures:

- 17 • **For all works on the Work List other than education works**, a default 50/50 split
18 between author(s) and publisher(s) is proposed on the Claim Form, which claimants can
19 either accept or reject. If any claimant for a work rejects that default, they will (i) state the
20 percentage they believe they are entitled to based on the relevant publishing agreement or
21 contract and (ii) submit documents supporting the claimed percentage. If all claimants for a
22 given work do not agree on the percentage of recovery, the Settlement Administrator will
23 notify each claimant of the disagreement. The claimants will then have an opportunity to
24 meet and confer on the issue and can amend their request accordingly, and the Settlement
25 Administrator will work with the parties in an attempt to informally resolve the dispute. If
26 the claimants cannot resolve their disagreement, the Court-appointed special master will
27 resolve the dispute. *See* Ex. 1 (POA&D ¶ 3(d), 4(a)(i)). All this information (and more) will
28 be contained in the proposed General Claim Form and Long Form Notice.

- 1 • **For education works on the Works List**, claimants will make a good-faith representation
2 regarding the percentage of recovery they believe they are entitled to receive relative to
3 other rightsholders. If all claimants for a given work do not agree on the percentage of
4 recovery, the Settlement Administrator will notify each claimant of the disagreement. The
5 claimants will then have an opportunity to meet and confer on the issue and can amend their
6 request accordingly. If the claimants cannot resolve their disagreement with assistance of
7 the Settlement Administrator¹³ they may, within 45 days of being notified of the
8 disagreement by the Settlement Administrator, confidentially submit the contractual basis
9 for their position, including any supporting materials (*e.g.*, the relevant contract), to a Court-
10 appointed special master. *See* Ex. 1 (POA&D ¶ 3(d), 4(a)(ii)). All this information (and
11 more) will be contained in the proposed Claim Form and Long Form Notice.

12 Finally, although the appointment of a special master to resolve appeals from disputes submitted
13 to the Settlement Administrator is preferable, commonplace, and efficient, Class Counsel stand
14 ready to adopt any practicable dispute resolution mechanism that the Court concludes is warranted.

15
16 ¹³ It is well established that settlement administrators are permitted to resolve disputes in claims
17 administration. Although that is not the role that Class Counsel propose for the settlement
18 administrator here—JND will facilitate discussions between claimants, make initial
19 recommendations based on their contracts, and help craft mutually agreeable solutions where
20 possible—the widespread use of settlement administrators to resolve disputes demonstrates the
21 recognized value and acceptance of low-cost dispute resolution mechanisms in claims
22 administration. *See, e.g., Kendig v. ExxonMobil Oil Corp.*, 2020 WL 13302377 (C.D. Cal. Aug. 24,
23 2020) (final approval granted; claims administrator authorized to “make the final determination
24 regarding the dispute [of the number of qualifying shifts] based on the written documentation
25 submitted by the Class Member” and any materials submitted by counsel); *De Santos v. Jaco Oil*
26 *Co.*, 2015 WL 4418188, at *10 (E.D. Cal. July 17, 2015) (“The Claims Administrator shall perform
27 the customary duties of a Claims Administrator, including . . . resolving disputes from Class
28 Members.”); *Taylor v. Fedex Freight, Inc.*, 2016 WL 1588405, at *8 (E.D. Cal. Apr. 20, 2016)
29 (granting preliminary approval where “if a class member disagrees with the determination of class
30 membership or calculation of his or her number of shifts, the class member will be provided the
31 opportunity to raise such disagreement with the claims administrator and to present any supporting
32 documentation”); *Edwards v. First Am. Corp.*, 2016 WL 8943464, at *9 (C.D. Cal. June 20, 2016)
33 (granting preliminary approval in dispute over title insurance referral scheme where “[t]he Claims
34 Administrator’s determination as to class membership and qualification of a claim is conclusive
35 and binding”); *Gomez-Gasca v. Future AG Mgmt., Inc.*, 2020 WL 6149688, at *12 (N.D. Cal. Oct.
36 20, 2020) (granting final approval where Settlement Administrator determine class membership
37 with option to appeal to Settlement Administrator and then to the court); *Botonis v. Bimbo Bakeries*
38 *USA, Inc.*, 2024 WL 100545, at *1 (E.D. Cal. Jan. 9, 2024) (granting preliminary approval where
39 “[c]lass membership will be determined based on employment data provided by the Defendant to
40 the Settlement Administrator.”).

1 E. **The Proposed Claim Form and Claims Procedure Are Superior to Other**
2 **Alternatives**

3 In view of the foregoing, Class Counsel strongly believe that the proposed Claim
4 Form and claims procedure are better than other, more onerous options. At the September 8 hearing,
5 the Court contemplated a “work-by-work” claim form that would be signed and submitted jointly
6 by all rightsholders for a given work, but acknowledged that “this is not the only way it could be
7 done.” Transcript of September 8 Hearing at 19–21. Class Counsel discussed a work-by-work claim
8 form as an option with industry experts, both publishers and authors, and with JND. All relevant
9 stakeholders agreed that requiring the coordination of signatures on a single form for each work
10 would be particularly onerous, placing a significant administrative burden on claimants. JND
11 likewise expects that such a work-by-work claim form would unnecessarily drive down claim rates.
12 Keough Supp. Decl. ¶ 107–08; *See Not-for-Profit Author Organizations Decl.* ¶ 24 (“[I]f authors
13 are forced to submit a joint claim form with current publishers and other authors, many will not
14 participate because they will not have publisher or other author contact information, making it too
15 difficult for them to find and connect with them to file a claim together.”); *see also O’Connor v.*
16 *Uber Techs., Inc.*, 2019 WL 1437101, at *13 (N.D. Cal. Mar. 29, 2019) (granting preliminary
17 approval of settlement and emphasizing the importance of the “minimal time to fill out and submit
18 the straightforward claim form”).

19 By contrast, the proposed Claim Form and claims procedure will shift the administrative
20 burden to the proposed Settlement Administrator and to Class Counsel, who have the training,
21 experience, and duty to handle such burden efficiently. *See In re Packaged Seafood Prods. Antitrust*
22 *Litig.*, 2022 WL 2803110, at *8 (S.D. Cal. July 15, 2022) (granting final settlement where “[t]he
23 Claim Form is simple and easy to complete,” and “[t]he Settlement Administrator JND will
24 administer the entire process”). For example, JND and Class Counsel bear responsibility for
25 ensuring competing claimants are notified of alternative claims; for acquiring pertinent information
26 from all claimants (*e.g.*, a copy of a publishing agreement or other relevant documentation); and
27 for helping facilitate the dispute resolution process between claimants. Keough Supp. Decl. ¶¶ 111–
28 13.

1 Requiring the express assent of *all* potential claimants prior to the filing of a claim would
2 also heighten the risk of inadequate distribution. For one, in a class this size, some claimants may
3 simply choose not to respond to notice—a reality in every class action case. In such circumstances,
4 it would be unfair to preclude all other rightsholders from submitting a claim to vindicate their
5 interests. It would also be legally problematic: a class member cannot opt out himself *and others*
6 with rights in a given work simply by remaining silent. *Cf. Phillips Petroleum Co. v. Shutts*, 472
7 U.S. 797, 812 (1985) (due process requires “an absent plaintiff be provided with an opportunity to
8 remove himself from the class by executing and returning an ‘opt out’ or ‘request for exclusion’
9 form to the court”). Requiring affirmative assent from each claimant prior to the submission of a
10 claim would effectively convert this case into an *opt-in* class action. But “[r]equiring a plaintiff to
11 affirmatively request inclusion” is likely to “impede” class actions—precisely the opposite of what
12 should result. *Id.* at 812–13; *see also Carlough v. Amchem Prods., Inc.*, 10 F.3d 189, 200 (3d Cir.
13 1993) (observing that “an inference of consent”—not exclusion—may be “drawn from silence or
14 inaction after notice and the running of the opt out period).

15 A joint claim form would also present other drawbacks and risks. For example, the proposed
16 Claim Form allows for the submission of bank account information to allow for electronic
17 distribution of funds. Electronic distribution is generally more efficient than distribution by check,
18 and therefore in the best interest of all Class Members. *See In re Chinese-Manufactured Drywall*
19 *Prods. Liab. Litig.*, 424 F. Supp. 3d 456, 492 (E.D. La. Jan. 10, 2020) (approving distribution
20 methodology that was “designed to be efficient and cost effective, as is in the best interest of the
21 class because it minimizes the expenses that will be deducted from the recovery”). Submission of
22 sensitive bank account information is incompatible with a claim form that others are required to
23 see and sign.

24 Finally, in Class Counsel’s proposal, at the end of the process, each Claimant will receive
25 a joint form specifying their distributions prior to payment. This process ensures that all claimants
26 will receive notice and will have agreed to the percentages while still allowing an efficient claims
27 procedure as required by Rule 23.

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III. TIMELINE

In accordance with the Guidelines, the proposed timeline is contained in the proposed plan of allocation that is attached herewith.

IV. CONCLUSION

Plaintiffs respectfully request that the Court (1) grant preliminary approval of the Settlement between the already-certified Class and Anthropic; (2) approve the proposed Plan of Allocation and Distribution; (3) appoint JND Legal as the Settlement Administrator and approve the proposed Notice Plan; and (4) schedule a Final Approval Hearing.

1 Dated: September 22, 2025

By: /s/ Justin A. Nelson
/s/ Rachel Geman

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ATTESTATION

Pursuant to Civil Local Rule 5-1(i)(3), I hereby attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

Dated: September 22, 2025

/s/ Justin Nelson