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

21 ANDREA BARTZ, ANDREA BARTZ, INC.,)
22 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.)

Case No.: 3:24-cv-05417-WHA

**PLAINTIFFS' NOTICE OF MOTION AND
MOTION FOR ORDER LIMITING THIRD
PARTY'S COMMUNICATIONS WITH CLASS
MEMBERS AND FOR OTHER RELIEF
PURSUANT TO FED. R. CIV. P. 23(d)**

Judge: Hon. William Alsup
Date: December 11, 2025
Time: 8:00 a.m.
Courtroom: 12

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NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 11, 2025 at 8:00 a.m., in Courtroom 12 of the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, San Francisco, California, Representative Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ Inc. (“Plaintiffs”) and Class Counsel, on behalf of the Class, will and hereby do move the Court for an order: (1) prohibiting ClaimsHero Holdings LLC (“ClaimsHero”) from making or disseminating any further false or misleading statements to Class Members concerning the Settlement; (2) requiring ClaimsHero to delete its misleading webpage(s), cease any related solicitations, and disclose the full ambit of its marketing efforts to Class Counsel; (3) directing ClaimsHero to produce to Class Counsel the names and contact information of any Class Member who has engaged with or signed up for ClaimsHero’s services in connection with the Settlement; and (4) granting Class Counsel permission to issue a Court-approved corrective communication to those individuals providing complete and accurate information regarding the Settlement and their rights.

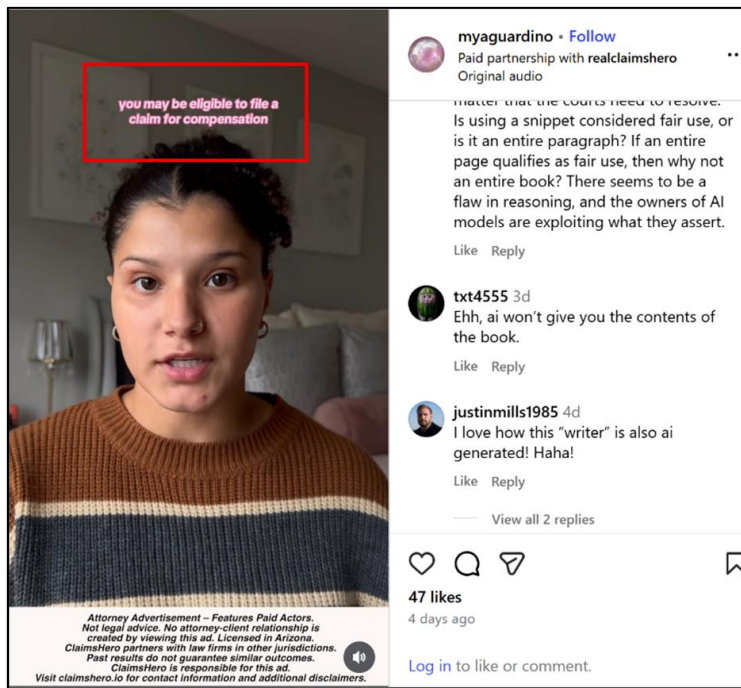
This Motion is based upon this Notice of Motion; the Memorandum of Points and Authorities in Support thereof; the Declaration of Class Counsel and exhibits attached thereto (“Class Counsel Decl.”); the records, pleadings, and papers filed in this action; and upon such argument as may be presented to the Court should it schedule a hearing of this Motion.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

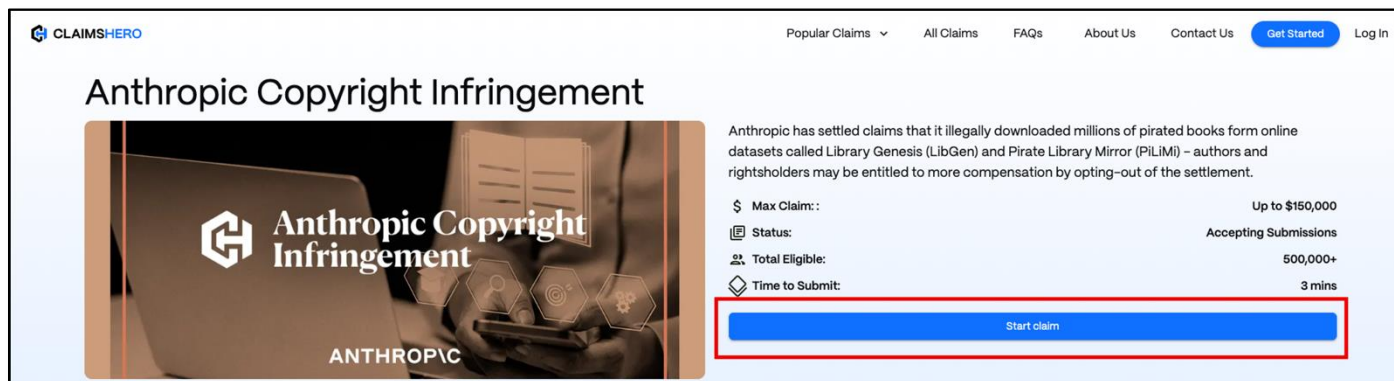
Class Counsel recently discovered that an Arizona law firm called ClaimsHero Holdings LLC has been aggressively soliciting opt outs through a misleading online marketing campaign. ClaimsHero, as its name suggests, markets itself as a firm that helps class members file settlement claims. The frontpage of its website says, “Every year, consumers miss out on billions in settlement compensation” and boasts: “We Handle the Claims. You Get the Rewards.” However ethically dubious a claims-assistance business model is, what ClaimsHero is doing here is far worse. After luring class members in with promises of a “three minute” “claim application” for Anthropic,¹ ClaimsHero’s signup process actually gets class members to authorize ClaimsHero to do the opposite: Those who complete ClaimsHero’s signup process authorize ClaimsHero to *opt out of the settlement* on their behalf and relinquish any right—for all owners of a given work—to a distribution from the Settlement. This is a bait-and-switch scheme that requires the Court’s immediate attention.

ClaimsHero’s Anthropic campaign began last week, with social media ads designed to direct class members to the company’s website to “see if [they are] eligible to *file a claim* for compensation” (emphasis added):



¹ <https://claimshero.io/anthropic-copyright-infringement/get-started> (accessed November 4, 2025).

1 Once on the website, Class Members were, up until yesterday afternoon, invited to “[s]tart claim,” with no
 2 reference to any Court-approved notice or Court-approved Claim Form²:



10 Class Members are then instructed to “[c]reate an account to start your *claim application*” and “quickly find
 11 and apply for the *claim* that suits you.” Exhibit A to Class Counsel Decl. (“Ex. A”) (emphases added).

12 Thus, at virtually every step, ClaimsHero’s name, marketing, and website lead Class Members to
 13 believe that they are submitting a claim when, in fact, they may be *giving up the right* to settlement funds—
 14 not only for themselves but for all other owners of a given work—and “authorizing ClaimsHero to take any
 15 necessary steps on their behalf *to exclude them* from the Class.” Ex. B (Nov. 3, 2025 Email from ClaimsHero
 16 to Class Counsel) (emphasis added). Although a “Frequently Asked Questions” section near the bottom of the
 17 company’s webpage states that “ClaimsHero is only representing authors and rightsholders who intend to opt-
 18 out from the Anthropic Settlement,” such text is (and was) only visible to those who scroll to the bottom of
 19 the webpage and click on the question. Further, the website did not (and does not) include any information
 20 about what it means to “opt out” of the Settlement, let alone the depth of detail contained on the Settlement
 21 Website and Long-Form Notice.

22 On discovering ClaimsHero’s misleading scheme, Class Counsel immediately reached out to, and
 23 yesterday met and conferred with, ClaimsHero. Class Counsel Decl. ¶¶ 3–4. Class Counsel urged ClaimsHero
 24 to immediately stop its deceptive conduct by deleting its website and halting all misleading marketing. *Id.* ¶
 25 5–6. Class Counsel also asked ClaimsHero to identify (a) anyone who used its deceptive webpage to submit
 26 an opt-out disguised as a claim so that Class Counsel could issue corrective notice to such users and (b) all

27 _____
 28 ² This screenshot of the ClaimsHero webpage was captured on November 3, 2025. As described below, the
 webpage has since changed, but remains misleading.

1 marketing associated with the ClaimsHero scheme, so Class Counsel could help ensure that all such marketing
2 stopped. *Id.* ¶ 6. ClaimsHero refused, made some minor changes to its website, but still continued to distribute
3 ads directing people interested “fil[ing] a claim for compensation” to ClaimsHero’s website and continues to
4 list “Anthropic Copyright Infringement” as a “Popular Claim” for “settlement compensation” on the front page
5 of its website. *See id.* ¶ 7.

6 Plaintiffs, on behalf of themselves and the Class, respectfully move under Federal Rule of Civil
7 Procedure 23(d) and applicable law for an order: (1) prohibiting ClaimsHero from making or disseminating
8 any further false or misleading statements to Class Members concerning the Settlement; (2) requiring
9 ClaimsHero to delete its misleading webpage(s), cease any related solicitations, and disclose the full ambit of
10 its marketing efforts to Class Counsel; (3) directing ClaimsHero to produce to Class Counsel the names and
11 contact information of any Class Member who has engaged with or signed up for ClaimsHero’s services in
12 connection with the Settlement; and (4) granting Class Counsel permission to issue a Court-approved
13 corrective communication to those individuals providing complete and accurate information regarding the
14 Settlement and their rights.

15 **II. FACTUAL AND PROCEDURAL BACKGROUND**

16 **A. The Notice and Claims Program**

17 The Settlement Notices have undergone continuous improvement to ensure that Class Members
18 receive full and accurate information concerning the Settlement and their rights. *See, e.g.*, Dkt. 375 (Questions
19 for Preliminary Approval Hr’g on Sept. 25); Dkt. 383 (Further Questions for Preliminary Approval Hr’g on
20 Sept. 25); *see also* Preliminary Approval Hr’g Tr. at 7:23–8:4 (“We need to get the notice out so that class
21 members have an opportunity to decide whether they want to participate.”). Publication notice—together with
22 digital and social media notice—were initiated on October 2, 2025, in accordance with the Court-approved
23 Plan of Allocation. *See* Dkt. 440 (First Report on Settlement Implementation) § I. All Court-approved notices
24 make clear that opt-outs are not entitled to recover funds from the Settlement and that claiming and opting
25 out are two different options.

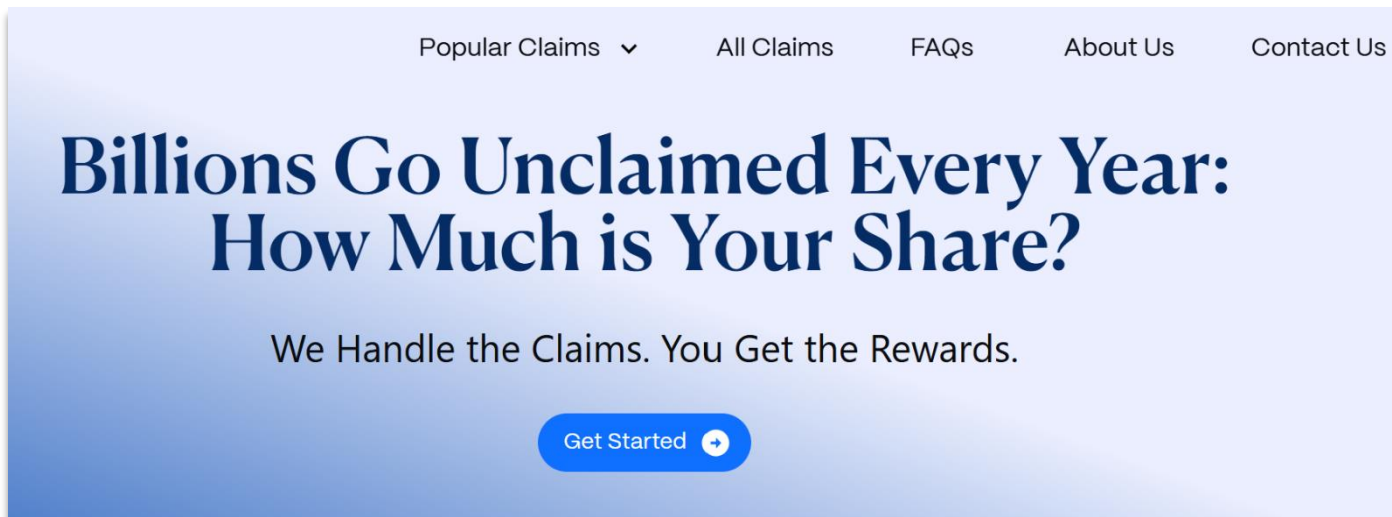
26 The Long-Form Notice (which has not yet been sent) and Settlement Website (available now) provide
27 extensive detail. Direct notice will issue soon, upon publishers providing updated mailing and email address
28 information. This sequencing was designed to maximize deliverability, reduce returned mail and email

1 bounces, and ensure that Class Members receive accurate and complete notice. Consistent with that plan, the
 2 Long-Form and Email Notices will be sent to Class Members via U.S. Mail and email respectively within the
 3 next three weeks. *See* Dkt. 401-1 (Plan of Allocation) § 2(c). Thus, Class Members—who have not yet been
 4 sent a complete set of information about *inter alia* the consequences of opting out versus submitting a claim—
 5 are especially susceptible now to ClaimsHero’s deceptive scheme.

6 **B. Nonparty ClaimsHero**

7 ClaimsHero has for at least the last fourteen months operated as a law firm in Arizona, where
 8 nonlawyers may own and operate a law practice. Its website does not list the lawyers who handle client
 9 matters. Instead, it lists only an executive team comprising a Chief Executive Officer, Chief Legal Officer,
 10 Chief Technology Officer, and Chief Product Officer.

11 ClaimsHero presents itself as a business that aggregates and files class members’ claims in class-wide
 12 settlements. The very top of the frontpage of its website describes the apparent problem the firm exists to
 13 solve (“Billions Go Unclaimed Every Year”) and ClaimsHero’s proposed solution (“We Handle the Claims”):







22 Scroll down further and the website describes a rinse-and-repeat process for ClaimsHero’s clients, one
 23 that tells users to “claim *your share in minutes*” after doing nothing other than completing a form:
 24
 25
 26
 27
 28

Claim your share in minutes

ClaimsHero makes it easy by managing the process end-to-end. And it's always \$0 out-of-pocket.

When you win, we all win.

1.  Find your claim
2.  Complete our form
It only takes a few minutes and we guide you every step of the way.
3.  We handle the rest
4.  Collect... and repeat!

Virtually everything about ClaimsHero—its name, litany of references to “claims” on its website, its promises of “settlement compensation” and “unclaimed” funds—would lead a reasonable person to understand that ClaimsHero is a claims aggregator, not a law firm representing opt outs.

This is not the first time that ClaimsHero has been before this Court in the course of a claims administration process. Just months ago, in *Lopez v. Apple Inc.*, No. 4:19-cv-04577-JSW (N.D. Cal.), Judge Jeffrey S. White denied an administrative motion filed on behalf of a ClaimsHero client to compel the Court-appointed settlement administrator to accept claim forms submitted in bulk. *See* Ex. C (Order Denying Administrative Motion, Dkt. 364 (June 13, 2025)). There, the parties demonstrated that ClaimsHero mass-submitted claims in a way that was inconsistent with the Court-approved claims process. That process required each class member to personally submit and attest to their claim under penalty of perjury to prevent fraud, confusion, and increased administrative costs.

C. ClaimsHero’s Deceptive Solicitation of Class Members

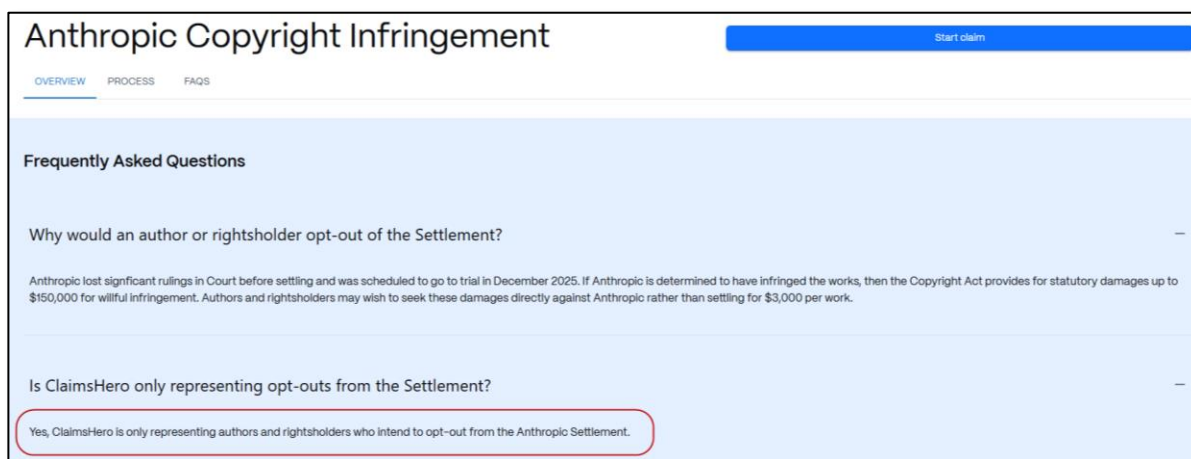
On November 1, 2025, Class Counsel discovered that ClaimsHero had launched a webpage titled “Anthropic Copyright Infringement” (www.claimshero.io/anthropic-copyright-infringement) (the “webpage”), accompanied by an aggressive social media advertising campaign intended to drive traffic to the website. Class Counsel Decl. ¶ 3. The webpage contained (and still contains) *none* of the language mandated

1 by the Court-required Notices. *See* Exs. A & D. The webpage also failed (and fails) to provide any contact
 2 information for Class Counsel or the Settlement Administrator. *See id.* Even worse, as previewed above,
 3 ClaimsHero uses deceptive bait-and-switch tactics to solicit pre-notice opt-outs. ClaimsHero’s name alone
 4 primes Class Members to believe the company will help them submit a settlement claim rather than an opt-
 5 out request.

6 **1. ClaimsHero’s Initial Marketing**

7 Prior to its revision, ClaimsHero’s webpage, as shown above, featured a “Start claim” button. Ex. A.
 8 And the website further promised that Class Members could “[c]laim your share in minutes” by “[f]ind[ing]
 9 your claim,” and “[c]omplet[ing] our form,” after which ClaimsHero would supposedly “handle the rest.” *Id.*
 10 The webpage also touted that “[o]ur tech and legal experts created the most user-friendly platform to get you
 11 what you deserve.” *Id.* “Filing claims shouldn’t be complicated—we’ve made it simple, reliable, and
 12 trustworthy.” *Id.*

13 Only if a Class Member scrolled to the bottom of the page and expanded a tab for FAQs would the
 14 Class Member see that ClaimsHero “only represent[s] authors and rightsholders who intend to opt-out from
 15 the Anthropic Settlement.” *Id.*

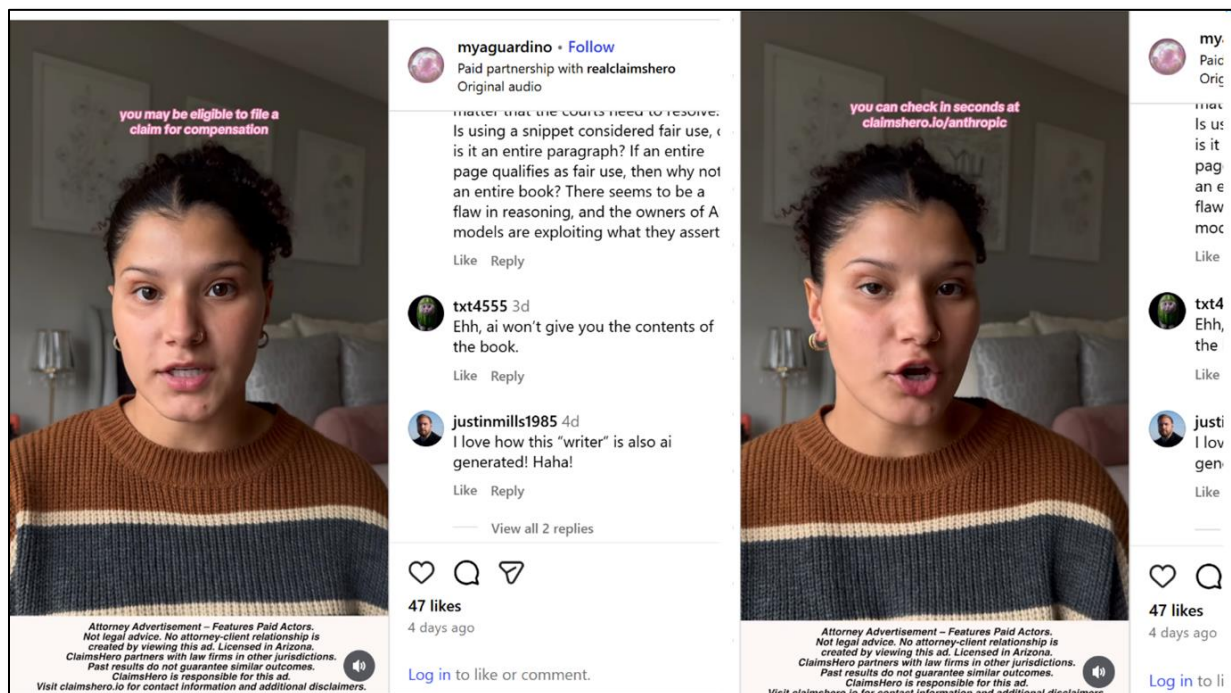


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 23 The webpage did not (and still does not) contain fulsome disclosures as approved by the Court in connection
 24 with the preliminary approval process. *See* Exs. A& D. Class Members unfortunate enough to be lured to the
 25 ClaimsHero website likely believed they were submitting a claim form for themselves. They were instead
 26 authorizing ClaimsHero to opt out both the website user *and other co-owners of that user’s Class works*.
 27

28 ClaimsHero did not (and still does not) explain *any* of the consequences of opting out. *See id.* The

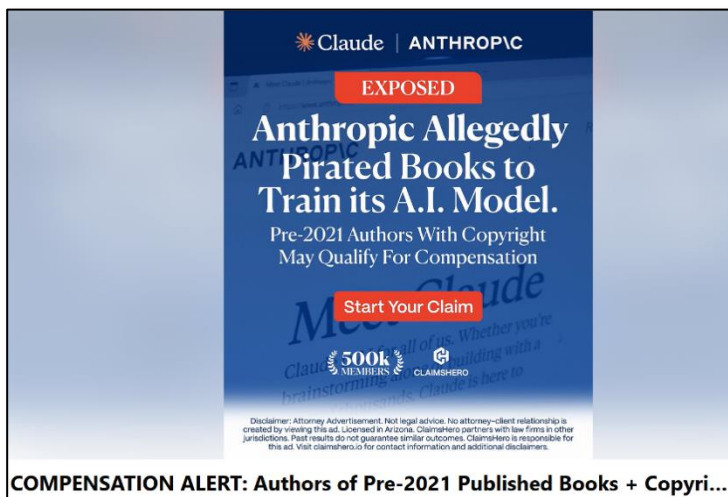
1 webpage omitted (and still omits) that opting out excludes the entire Work and forfeits eligibility for payment
 2 of any Settlement funds. The webpage also failed (and still fails) to disclose the comparative costs and
 3 burdens, including additional time, expense, and discovery obligations that Class Members will be subject to
 4 if ClaimsHero pursues litigation. *See id.*

5 To drive Class Members to its deceptive webpage, ClaimsHero circulates paid advertisements on
 6 Instagram and Facebook. Those advertisements lure Class Members to visit the website by telling them they
 7 “may be eligible to file a claim for compensation” and that they could “check in seconds” at ClaimsHero’s
 8 webpage³:

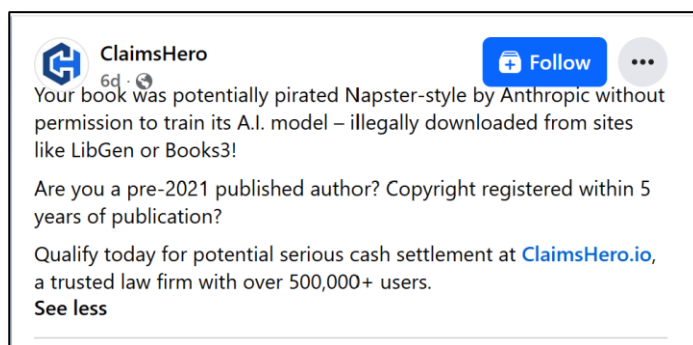


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 21 In these ads, paid influencers direct viewers to ClaimsHero’s webpage to “see if you’re eligible to file a claim.”
 22 Complementary ads give a “COMPENSATION ALERT” and invite Class Members to “Start Your Claim”:

23
 24
 25
 26
 27
 28 ³ Screenshots of these advertisements are shown in Exhibit E to the Class Counsel Declaration filed herewith.



Other ads invite Class Members to “[q]ualify today for potential serious cash settlement”:



Every aspect of this marketing scheme reinforces the misimpression that ClaimsHero assists with settlement claims rather than exclusion requests. And each of these deceptive ads stands in stark contrast to the Court-approved ads submitted in connection with preliminary approval, which direct Class Members to the Court-approved Settlement Website.

2. ClaimsHero’s Refusal to Cooperate with Class Counsel and Cosmetic Changes to its Webpage

After learning of ClaimsHero’s solicitations, on November 1, 2025, Class Counsel emailed ClaimsHero on November 1, 2025, requesting a meeting immediately. Class Counsel Decl. ¶ 3. Class Counsel met and conferred with counsel for ClaimsHero on November 3, 2025. *Id.* ¶ 4. During that meeting, Class Counsel requested that ClaimsHero take down its misleading webpage, disclose any other methods it has used or intends to use to contact Class Members, and state how many opt-out submissions ClaimsHero has received to date. *Id.* ¶ 6. Counsel for ClaimsHero did not agree to take down its webpage and refused to provide any of the requested information. *Id.* ¶ 7. Class Counsel explained that their requests were consistent with Rule

23(d) and necessary to protect Class Members. *Id.* ¶ 6.

After the meeting with Class Counsel, ClaimsHero insisted that its marketing was appropriate, refused to provide additional information, and made only superficial changes to the webpage. *Id.* ¶ 7. The revised webpage now includes “Opt Out Today” language and a disclaimer that ClaimsHero “is only representing authors and rightsholders seeking to opt-out of the Anthropic Settlement”⁴:

CLAIMSHERO Popular Claims All Claims FAQs About Us Contact Us Get Started

Anthropic Copyright Infringement

Anthropic has received preliminary court approval of a settlement to resolve claims that it illegally downloaded millions of pirated books from online datasets. That settlement provides for just \$3,000 per copyright claimant. But the law provides for up to \$150,000. Unless you take action, authors and rightsholders will be automatically included in that settlement. If you opt out of that settlement, you may be entitled to more compensation. Let us opt you out, represent you, and fight for more!

\$ Max Claim:	Up to \$150,000
📄 Status:	Accepting Clients
👤 Total Eligible:	500,000+
⏱ Time to Sign Up:	3 mins

Opt Out Today

OVERVIEW PROCESS FAQs

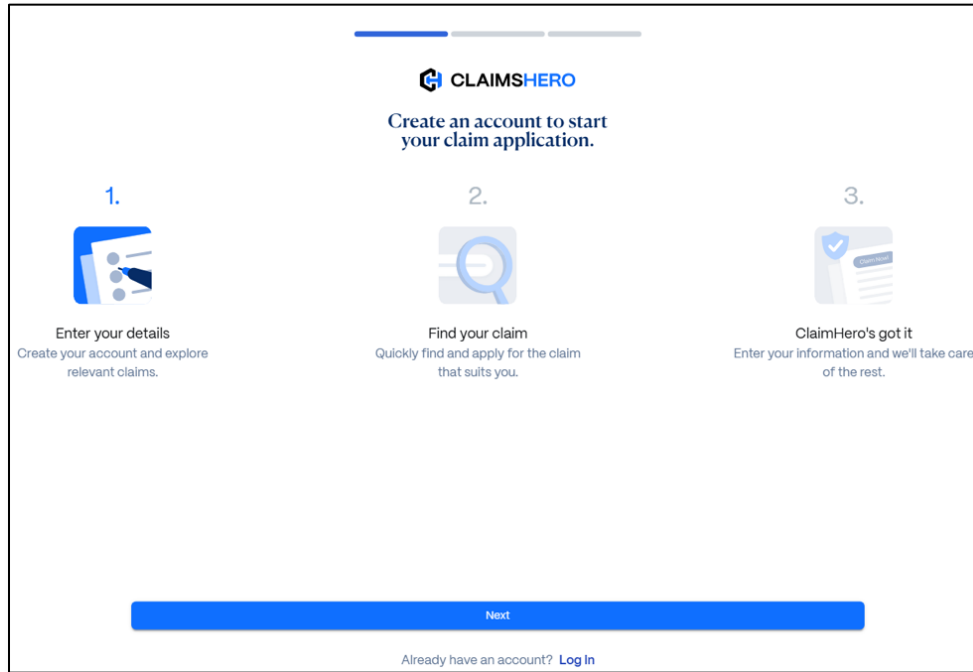
Overview

ClaimsHero is not affiliated with either Class Counsel or the Settlement Administrator - ClaimsHero is Only Representing Authors and Rightsholders seeking to Opt Out of the Anthropic Settlement

Other lawyers leading a class action have reached a settlement in a class action lawsuit claiming that Anthropic, a major artificial intelligence company, infringed protected copyrights by downloading works in two allegedly pirated online datasets called Library Genesis (LibGen) and Pirate Library Mirror (PLM). The current settlement provides for \$1.5 billion to make each payment to members of the Class—approximately \$3,000 per work.

But the core deception persists: the website still describes a “max claim” and suggests the process is no more than “3 minutes,” even though in reality the signup process will cause Class Members to relinquish any claim under the current class-wide Settlement and start litigation against Anthropic from square one. What’s more, when a visitor clicks on the “Opt Out Today” button, the webpage still presents users with a workflow instructing them to “[c]reate an account to start your *claim* application” to “[q]uickly find and apply for the *claim* that suits you,” and promises that after users “enter your information . . . we’ll take care of the rest”:

⁴ Screenshots of updated webpage are also shown in Exhibit D to the Class Counsel Declaration filed herewith.



Thus, the webpage still confuses claims for opt-outs and, in any event, fails to disclose all the Court-approved information Class Members need to make an informed choice. Despite ClaimsHero’s revisions, the webpage is still misleading, and ClaimsHero has not made *any* changes to its deceptive advertisements.

III. ARGUMENT

The Court can—and should—order ClaimsHero to remove its webpage and related solicitations, disclose all its marketing efforts, produce records of all individuals it has engaged with or signed up in connection with this Settlement, and permit Class Counsel to issue corrective notice. Where, as here, “misleading communications have contaminated the class notice period,” the Court should exercise its power under Rule 23 to issue corrective or prophylactic notice to those who received the misleading advertisement. *See Manual for Complex Litigation* (4th ed. 2004)) §§ 21.323, 21.33 n.916 (“Corrective or prophylactic notice to potential class members may be ordered under Rule 23(d)(2) at any stage of the proceedings.”).

A. Legal Standard

The Court has broad authority to oversee the Class Settlement by restricting communications with Class Members, including over nonparties through Rule 23 as well as the All Writs Act, 28 U.S.C. § 1651. *Wang v. Chinese Daily News, Inc.*, 623 F.3d 743, 756 (9th Cir. 2010), *judgment vacated on other grounds*,

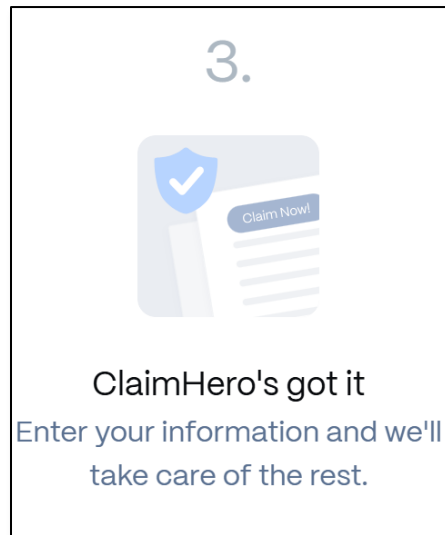
1 565 U.S. 801, 132 S. Ct. 74, 181 L. Ed. 2d 1 (2011) (“Rule 23(d) gives district courts the power to regulate
2 the notice and opt-out processes and to impose limitations when a party engages in behavior that threatens the
3 fairness of the litigation.”); *Chalian v. CVS Pharmacy, Inc.*, No. 2:16-CV-8979-AB-AGR, 2020 WL 7347866,
4 at *3 (C.D. Cal. Oct. 30, 2020) (authority over nonparties). Any such order “must be grounded in good cause
5 and issued with a heightened sensitivity for the First Amendment.” *Camp v. Alexander*, 300 F.R.D. 617, 621
6 (N.D. Cal. 2014) (citing *Kleiner v. The First Nat’l Bank of Atlanta*, 751 F.2d 1193, 1203–06 (11th Cir. 1985)).
7 Courts routinely exercise their authority under Rule 23(d) “to protect class members and fairly conduct the
8 action.” Fed. R. Civ. P. 23(d)(1)(B). Improper class communications interfere with both (1) class members’
9 decision whether to participate in the settlement and (2) the integrity of the class action procedure more
10 broadly. *See Retiree Support Grp. of Contra Costa Cnty. v. Contra Costa Cnty.*, No. 12-cv-00944-JST, 2016
11 WL 4080294, at *8 (N.D. Cal. July 29, 2016) (“Class members have a due process right to not be misled
12 while they are deciding whether to participate in a class settlement affecting their rights.”) (citation omitted);
13 *O’Connor v. Uber Technologies, Inc.*, No. C-13-3826 EMC, 2014 WL 1760314, at *3 (N.D. Cal. May 2, 2014
14 (“[T]he purpose of Rule 23(d)’s conferral of authority is not only to protect class members in particular but
15 [also] to safeguard generally the administering of justice and the integrity of the class certification process.”).

16 **B. ClaimsHero’s Communications May Deter Participation and Mislead Class Members**
17 **into Opting Out Without Consent.**

18 Rule 23(d) protections are triggered here given the “realistic danger that the communications will chill
19 participation in the class action.” *Wright v. Adventures Rolling Cross Country, Inc.*, No. C-12-0982 EMC,
20 2012 WL 2239797, at *5 (N.D. Cal. June 15, 2012). As the Court has observed, the “test is concomitant with
21 the [] potential for abuse in the communications, including [class members] being misled about the strength
22 and extent of their claims.” *County of Santa Clara v. Astra USA, Inc.*, No. C 05-03740 WHA, 2010 WL
23 2724512, at *3 (N.D. Cal. July 8, 2010) (J. Alsup); *see also Retiree Support Grp. of Contra Costa Cnty.*, 2016
24 WL 4080294, at *1 (invalidating opt outs and ordering issuance of curative notice to correct misleading letter
25 from officers of a third-party retiree organization urging class members not to participate in the settlement
26 and providing a form by which class members could purportedly opt out or object to the settlement).

27 Here, ClaimsHero is engaged in bait-and-switch tactics, directing Class Members to their webpage to
28 supposedly file a claim. For example, in one Instagram advertisement, a paid ClaimsHero representative

1 invites Class Members to “see if you’re eligible to file a claim.” Ex. E. Another advertisement tells Class
 2 Members that “you may be eligible to file a claim for compensation,” and “you can check in seconds at
 3 ClaimsHero.io/Anthropic.” *Id.* Once on the ClaimsHero webpage—even after ClaimsHero’s insufficient
 4 changes in response to Class Counsel’s concerns—Class Members see even more communications strongly
 5 indicating that ClaimsHero offers a means of filing a claim in the Settlement. For example, the webpage still
 6 states that “additional criteria may apply upon review of *claim*” and the “Opt Out Today” button leads to a
 7 page for visitors to “start your *claim* application.” Ex. D (emphasis added). In addition, the webpage includes
 8 misleading information about the risks and burdens of opting out of the Settlement and pursuing a claim
 9 separately. The website tells Class Members that, once they fill out the ClaimsHero form, they have nothing
 10 else to do:



20 The webpage fails to disclose that each Class Member who wants to opt-out must “mail an individual,
 21 separately signed request to the Settlement Administrator,” and that “[n]o person may request to be excluded
 22 from the Class through ‘mass’ or ‘class’ opt outs.” Dkt. 363-3 ¶ 4.14. Nor does the webpage explain that after
 23 opting out, the only way to seek recovery from Anthropic is to file a separate lawsuit, with all the attendant
 24 litigation burdens and risks.

25 By issuing these misleading communications that direct people *away* from the Settlement Website
 26 (and before direct notice has issued), ClaimsHero is subverting the Court-approved notice and claims
 27 processes. ClaimsHero’s webpage fails to adequately advise Class Members of their rights under the
 28 Settlement or the consequences of opting out to engage in private litigation. Nor does it inform Class Members

1 that they are already represented by Class Counsel. This information is required. *See Astra USA, Inc.*, 2010
2 WL 2724512, at *2 (Defendant’s “letter did not include a copy of the complaint, contact information for
3 plaintiffs’ counsel, or information about the current status of the case”); *Retiree Support Grp. of Contra Costa*
4 *Cnty.*, 2016 WL 4080294, at *6 (“Nor does the letter identify the class’s counsel or provide any way for the
5 recipients to contact them.”); *In re McKesson HBOC, Inc. Sec. Litig.*, 126 F. Supp. 2d 1239, 1245 (N.D. Cal.
6 2000) (“The solicitations do not identify the court-appointed lead plaintiff and counsel.”).

7 ClaimsHero’s webpage therefore undermines the Court-ordered notice process and curative notice is
8 needed. Courts regularly cure solicitations, like these, that are intended to mislead class members to opt out
9 of a class settlement. *See, e.g., Stark v. Patreon, Inc.*, No. 22-CV-03131-JCS, 2025 WL 1592736, at *23, 26
10 (N.D. Cal. June 5, 2025) (invalidating 927 opt-outs and issuing curative notice “to dispel confusion that may
11 have been caused by [third party claim filing company’s] omission of material information” about the
12 settlement); *Chalian*, 2020 WL 7347866, at *4 (ordering non-party law firm to remove opt-out form from its
13 website and stop soliciting opt-outs via text message); *Alfred v. Pepperidge Farm, Inc.*, No. 14-07086 JAK
14 (SKx), 2020 WL 13587900, at *8 (C.D. Cal. Apr. 14, 2020) (issuing corrective notice to class members who
15 filed objections or opted out and voiding previous requests for exclusion from the settlement following
16 dissemination of misleading newsletters and videos by a third party trade organization); *Retiree Support Grp.*
17 *of Contra Costa Cnty.*, 2016 WL 4080294, at *1 (invalidating opt-outs and ordering issuance of curative
18 notice to correct misleading letter from officers of a third-party organization urging class members not to
19 participate in the settlement and providing a form by which class members could purportedly opt out or object
20 to the settlement); *Georgine v. Amchem Prods., Inc.*, 160 F.R.D. 478, 518 (E.D. Pa. 1995) (invalidating opt-
21 outs and creating a second opt-out period where several outside law firms opposed to the settlement sent
22 misleading communications and advertisements to absent class members).

23 **IV. CONCLUSION**

24 For the foregoing reasons, Plaintiffs respectfully ask that the Court: (1) prohibit ClaimsHero from
25 making or disseminating any further false or misleading statements to Class Members concerning the
26 Settlement; (2) require ClaimsHero to delete its misleading webpage(s), cease any related solicitations, and
27 disclose the full ambit of its marketing efforts to Class Counsel; (3) direct ClaimsHero to produce to Class
28 Counsel the names and contact information of any Class Member who has engaged with or signed up for

1 ClaimsHero's services in connection with the Settlement; and (4) grant Class Counsel permission to issue a
2 Court-approved corrective communication to those individuals providing complete and accurate information
3 regarding the Settlement and their rights.

4
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Respectfully submitted,

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