

EXHIBIT 1

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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

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

1 **I. INTRODUCTION**

2 Rule 23 gives the Court broad supervisory authority to protect Class Members and the integrity of the
3 settlement process, including by restricting communications and authorizing curative notice where the record
4 demonstrates misleading solicitations. The ClaimsHero screenshots and videos described below show
5 inaccurate representations and omissions of required disclosures. ClaimsHero’s “V2” edits do not cure the
6 problem; they embed “opt-out” language alongside the same claims-centric prompts, leaving the overall
7 impression unchanged. Nor do boilerplate objections from six Class Members somehow excuse ClaimsHero’s
8 deceptive conduct. Every day ClaimsHero continues such conduct puts Class Members at risk of accidental
9 and misinformed forfeitures of Settlement rights.

10 The relief Plaintiffs seek is measured and tailored. Plaintiffs do not, as ClaimsHero suggests, ask to
11 silence truthful speech or to bar all third-party communications. Instead, they ask the Court to (i) halt the
12 specific false and misleading conduct identified below; (ii) order ClaimsHero to file all marketing materials
13 and communications regarding the Settlement directed to Class Members, including but not limited to emails,
14 letters, social media advertisements, and video advertisements; and (iii) permit Plaintiffs to file a proposed
15 form of Corrective Notice to be sent to all known Class Members who received emails and/or letters from
16 ClaimsHero, visited ClaimsHero’s website, otherwise engaged with ClaimsHero, and/or signed up for the
17 company’s services regarding the Settlement. This relief tracks settled authority and reflects the narrowest
18 intervention necessary to protect due process and the orderly administration of the Settlement. ClaimsHero’s
19 invocation of the First Amendment is nothing more than a red herring premised on a mischaracterization of
20 the relief Plaintiffs seek. The deceptive conduct at issue is not protected by the First Amendment, and courts
21 routinely grant the type of relief sought here.

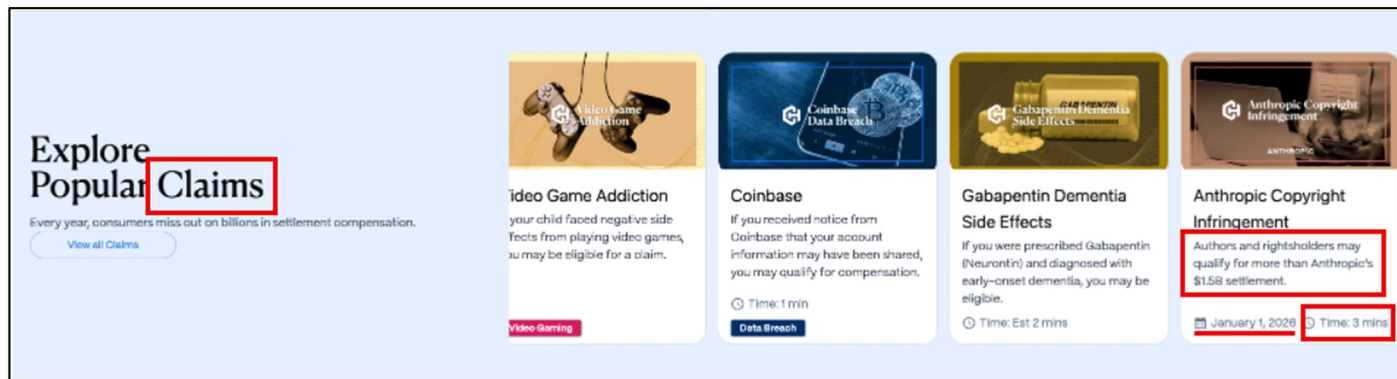
22 **II. BACKGROUND**

23 **A. ClaimsHero’s Website Is Still Misleading.**

24 ClaimsHero, incredibly, insists that its “website was *never* misleading” and that its V2 website “goes
25 above and beyond.” Dkt. 460 at 1 (emphasis added). Plaintiffs disagree with both assertions. The “V1” website
26 was egregiously misleading, for reasons explained on Plaintiffs’ opening brief. And ClaimsHero’s website
27 *still* includes numerous misleading elements and outright inaccuracies. For example, the following screenshot
28 of the website, captured on November 12, 2025, refers to ClaimsHero’s Anthropic services as one of

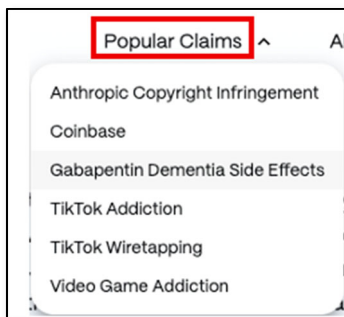
1 ClaimsHero’s “Popular *Claims*”:

2 Ex. B at 1 (red annotations added). This screenshot also shows that the website misleadingly states that



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9 “[a]uthors and rightsholders may qualify for *more than Anthropic’s \$1.5B settlement.*” *Id.* (emphasis added).
10 It also indicates that a resolution will be reached in just “3 mins.” *Id.* And it also identifies an incorrect deadline
11 of January 1, 2026—the actual opt-out deadline is January 7, 2026, and the claim-submission deadline is
12 March 23, 2026.

13 The misleading elements do not stop there. Another portion of ClaimsHero’s website, as of November
14 12, 2025, still refers to “Anthropic Copyright Infringement” as a “Popular Claim[]”:



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21 Ex. B at 1 (red annotation added).

22 Another portion states that the “settlement provides for just \$3,000 per copyright claimant. But *the law*
23 *provides for up to \$150,000,*” and again suggests a resolution time of just “3 mins”:

CLAIMSHERO Popular Claims All Claims FAQs About Us Contact Us [Get Started](#) Log In

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](#)

Ex. B at 2 (red annotations added). These statements convey the false impression that Class Members can quickly and easily invoke “the law” to obtain much more money than the Settlement provides.

Another portion of the website again refers to the “Anthropic Copyright Infringement” as a “Popular Claim,” suggests a “3 mins” resolution time, and states that “[a]uthors and rightsholders may qualify for *more than Anthropic’s \$1.5B settlement*”:

CLAIMSHERO

Discover

Explore popular claims, browse by category, or check out everything available.

Popular Claims

Anthropic Copyright Infringement

Authors and rightsholders may qualify for more than Anthropic’s \$1.5B settlement.

📅 January 1, 2026 🕒 **Time: 3 mins**

TikTok Addiction

Parents of minors harmed by TikTok’s addictive design may qualify to join a mass action.

🕒 Time: 2 Min

[Social Media](#)

Ex. B at 3 (red annotations added).

Another portion of the website, which refers to the “Anthropic Copyright Infringement,” states that website visitors can “[c]laim [their] share in minutes,” that “ClaimsHero makes it easy,” with just four steps,

including (1) “[f]ind your claim,” (2) “[c]omplete our form”; (3) “[w]e handle the rest; and (4) “[r]eceive payment via your method of choice and submit as many claims as you think you qualify for!”:

Claim your share in minutes

1. Find your claim

2. Complete our form

3. We handle the rest

4. Collect, and repeat! Receive payment via your method of choice and submit as many claims as you think you qualify for!

Explore Popular Claims

- TikTok Wiretapping (Est. Up to \$100K)
- TikTok Addiction (Est. Up to \$100K)
- Video Game Addiction
- Coinbase
- Gabapentin Dementia Side Effects
- Anthropic Copyright Infringement** (January 5, 2026)

Ex. B at 4 (red annotations added).

ClaimsHero’s website is also blatantly inaccurate, informing website visitors that they “should have received a claim notice or email with a unique ID number from the claim administrator”:

Anthropic Copyright Infringement Opt Out Today

OVERVIEW PROCESS FAQS

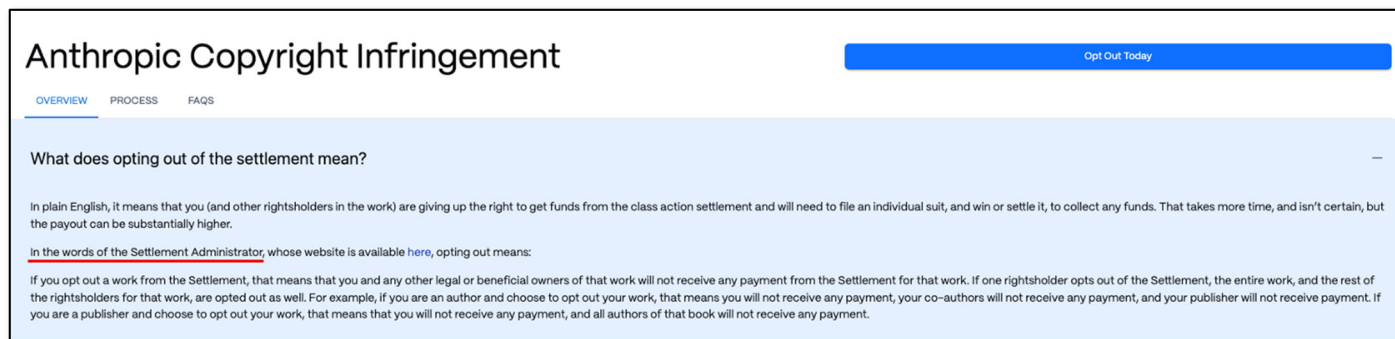
How do I know if my work is part of the class settlement so that I can opt-out?

You should have received a claim notice or email with a unique ID number from the claim administrator.

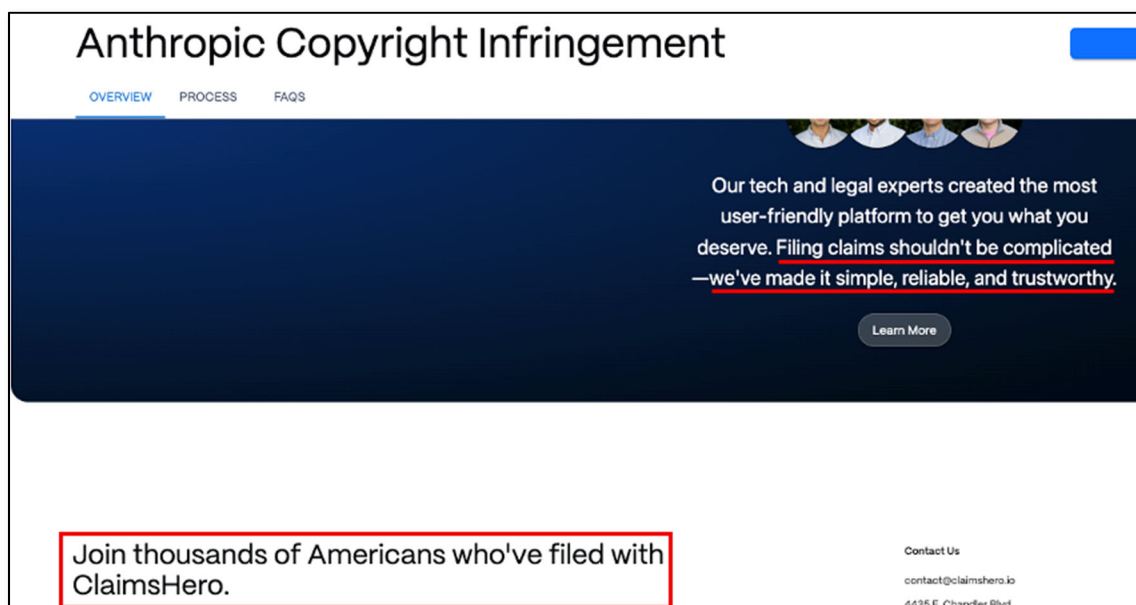
Ex. B at 5 (red annotations added). In fact, the Settlement Administrator has not yet sent direct notice with a unique ID number. Class Counsel Decl. ¶ 8. Direct notice is instead due to be sent later this month. See Dkt. 417 at 14 (proposing November 24, 2025 as the date by which the “Settlement Administrator Finalizes Initial Distribution of Direct Notice”); Dkt. 437 at 8–11 (approving direct notice plan).

Even the language that ClaimsHero touts as supposedly accurate and informative is incorrect. For example, the website characterizes the Settlement Website as “the words of the Settlement Administrator”

1 when it, in fact, contains language carefully crafted by the parties and approved by the Court:



7 Again, the problems do not stop there. Another portion of the ClaimsHero website, as of November
 8 12, 2025, refers to “Anthropic Copyright Infringement” and states, “Filing claims shouldn’t be complicated—
 9 we’ve made it simple, reliable, and trustworthy”:

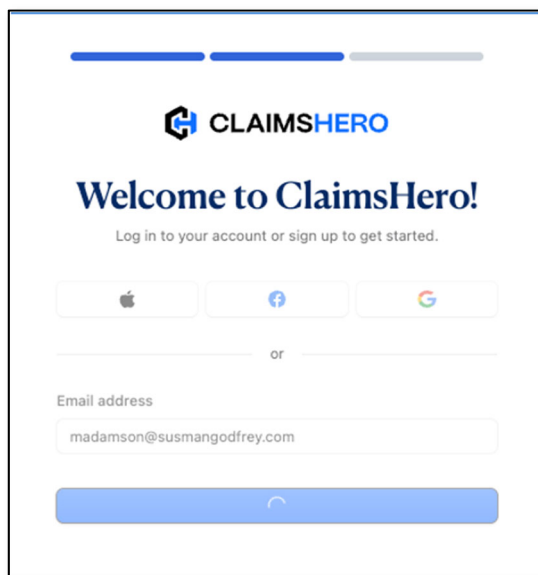


21 Ex. B at 6 (red annotations added). The website further invites visitors to “[j]oin thousands of Americans
 22 who’ve filed with ClaimsHero,” suggesting a filing of settlement claims, not the filing of entirely different
 23 lawsuits. *Id.*

24 The ClaimsHero website is also misleading due to its *omissions*, not just its affirmative misstatements.
 25 For example, nothing on the ClaimsHero website explains that an opt-out can be *reversed* as part of the re-
 26 inclusion process. Class Counsel Decl. ¶ 9; *see also* Dkt. 432-1 (Long-Form Notice) at Q39 (explaining the
 27 re-inclusion process). It is misleading to not inform Class Members that they can be added back into the Class
 28 despite having submitted an opt-out request. Nor does the website inform Class Members that they have a

1 right to object *and* submit a claim as a way of obtaining Settlement relief while also voicing their objections.
 2 Class Counsel Decl. ¶ 9; *see also* Dkt. 432-1 (Long-Form Notice) at Q42 and Q43 (explaining objections and
 3 the difference between objecting and opting out). In addition, ClaimsHero’s website excludes important
 4 information about opting out, including (i) the re-inclusion process, (ii) contact information for questions
 5 about opting out, and (iii) the fact that “[w]hen an owner submits a valid opt-out request for a particular work,
 6 the Settlement Administrator will take reasonable steps to notify all other parties who may be legal or
 7 beneficial owners of the right to reproduce that same work, informing them that another Class Member has
 8 requested exclusion.” Dkt. 432-1 (Long-Form Notice) at Q38.

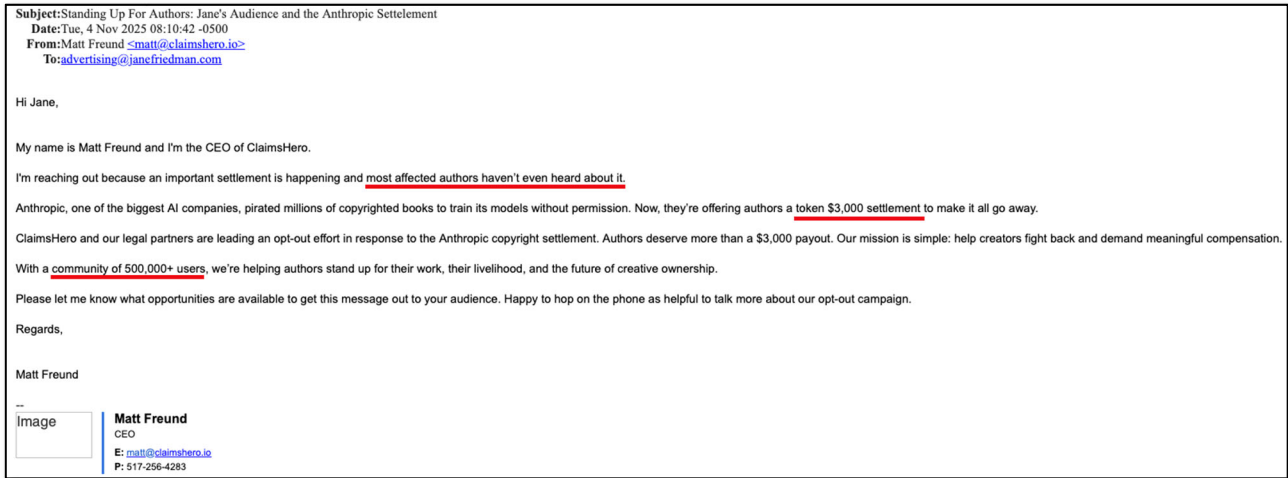
9 On November 12, Class Counsel told counsel for ClaimsHero that “Class Counsel intend to create a
 10 ClaimsHero account—or at least go through the initial steps of doing so—for the limited purpose of evaluating
 11 the representations being made to class members of the Anthropic litigation.” Class Counsel Decl. ¶ 10 Class
 12 Counsel thereafter made several attempts do so but was never able to make it past the following screen, the
 13 blue bar of which featured a circular load icon that never stopped spinning:



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 24 Ex. B at 7; Class Counsel Decl. ¶ 10. Thus, the ClaimsHero website may feature additional inaccuracies and
 25 misleading statements beyond those detailed above.

26 **B. ClaimsHero Also Sent at Least One Misleading Email to a Class Member.**

27 Class Counsel also became aware today (November 12, 2025) that ClaimsHero’s CEO sent a
 28 misleading email to a Class Member, as shown here:

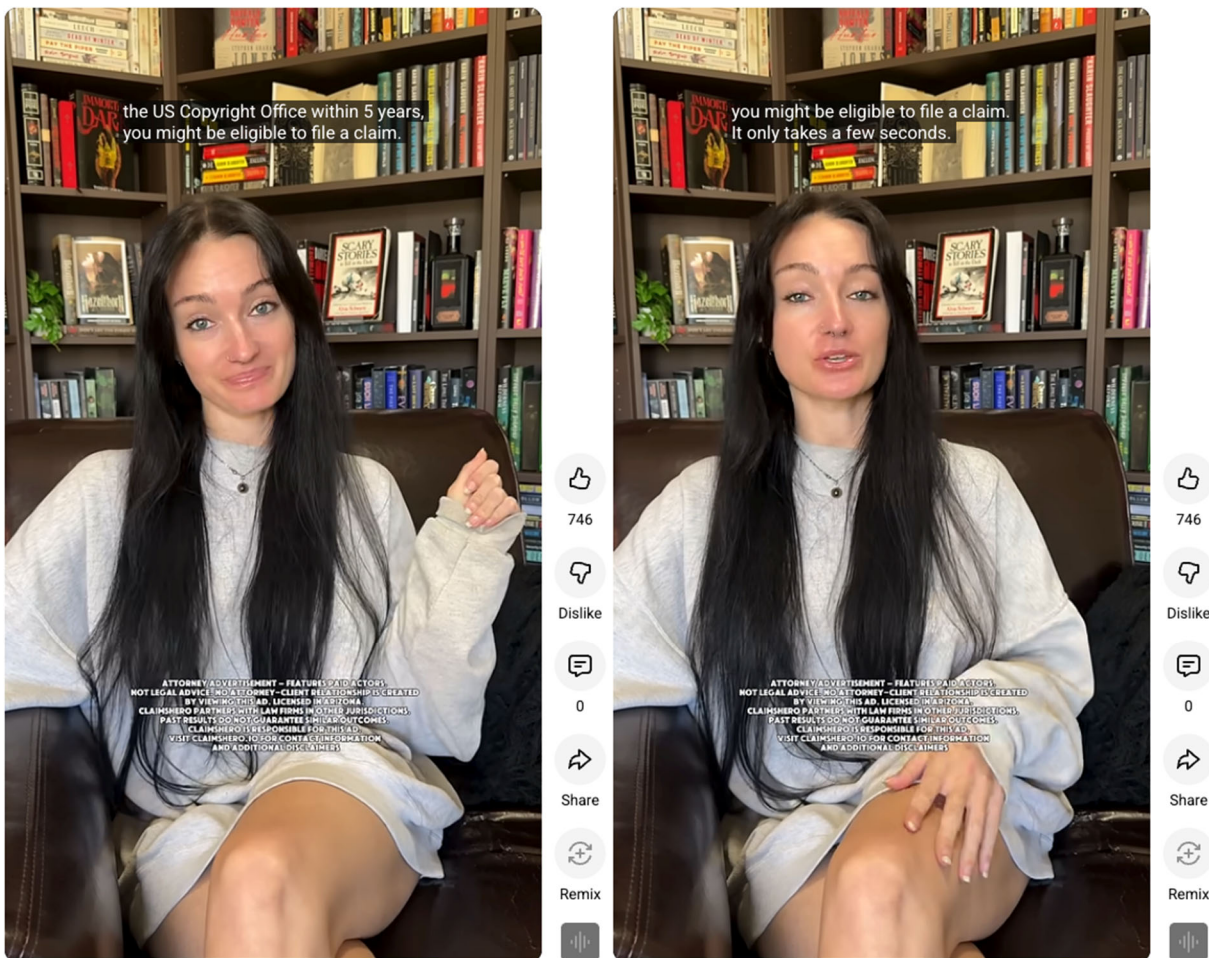


Ex. A at 1 (red annotations added). In the email, ClaimsHero’s CEO, Matt Freund, baselessly states that “most affected authors haven’t even heard about” the Settlement. *Id.* He also characterizes the Settlement as a “token \$3,000 settlement” that does not provide “meaningful compensation,” and he references a supposed “community of 500,000+ users.” *Id.* Notably, Matt Freund sent this email on November 4, 2025, just one day after meeting with Class Counsel about Class Counsel’s concerns about ClaimsHero’s misleading practices. *See* Dkt. 461 (Freund Decl.) ¶ 29 (noting November 3, 2025 call with Class Counsel).

C. **ClaimsHero Did Not “Immediately Pause[] All Advertising” and Still Has Not Done So.**

ClaimsHero adds to its layers of deception with inaccurate statements made the Court. Contrary to what Matthew Freund claims in his sworn declaration (Dkt. 461 ¶¶ 28, 50), ClaimsHero did not “immediately [] all social media advertising.” Class Counsel accessed a video on November 12, 2025, screenshots of which are shown here¹:

¹ As of November 12, 2025, the video was available at <https://www.youtube.com/shorts/tpxrzV1nKL8?feature=share>.



The full transcript of the video (as transcribed by Class Counsel) is as follows:

Authors, this might surprise you, current lawsuits allege that AI companies train their models using copyrighted books from sites like LibGen or Books3 without permission. That means that if you're an author, your words could have been used to train AI without you ever agreeing to it. Now these cases are still in progress, but if you published before 2021, your book has an ISBN or ISIN [sic], and you registered with the U.S. Copyright Office within five years, ***you might be eligible to file a claim. It only takes a few seconds, go to claimshero.io/anthropic to see if you qualify.***

Class Counsel Decl. ¶ 6. This ClaimsHero video is yet another egregious bait-and-switch, leading viewers to believe that the company will file a claim on their behalf, which will “only take[] a few seconds.”

III. ARGUMENT

A. Legal Standard

Communications by non-parties to class members may be restricted when there is “a clear record and specific findings that reflect a weighing of the need for a limitation and the potential interference with the

1 rights of the parties.” *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 101 (1981). “[S]uch a weighing—identifying the
2 potential abuses being addressed—should result in a carefully drawn order that limits speech as little as
3 possible, consistent with the rights of the parties under the circumstances.” *Id.* at 102. An order under *Gulf*
4 *Oil* “does not require a finding of actual misconduct”—rather, “[t]he key is whether there is ‘potential
5 interference’ with the rights of the parties in a class action.” *O’Connor v. Uber Technologies, Inc.*, 2013 WL
6 6407583, at *4–5 (N.D. Cal. Dec. 6, 2013) (citing *Gulf Oil*, 452 U.S. at 101–02).

7 Even if Class Counsel were seeking to bar communications—which we are not—district courts may
8 bar non-parties from communicating with the class after a pattern of deceptive or coercive communications.
9 *Fox v. Saginaw Cnty.*, 35 F.4th 1042 (6th Cir. 2022) (barring third-party claims-handling company from any
10 further communications with the class due to a record of misleading and abusive communications). Here,
11 however, Class Counsel seek the narrower relief of stopping misleading communication. “Rule 23(d) gives
12 district courts the power to regulate the notice and opt-out processes and to impose limitations when a party
13 engages in behavior that threatens the fairness of the litigation.” *Wang v. Chinese Daily News, Inc.*, 623 F.3d
14 743, 756 (9th Cir. 2010), *judgment vacated on other grounds*, 132 S. Ct. 74 (2011). Courts may limit
15 communications that improperly encourage potential class members to not join the suit, especially if they fail
16 to provide adequate information about the pending class action. *O’Connor v. Uber Technologies, Inc.*, 2014
17 WL 1760314, at *6–7 (N.D. Cal. May 2, 2014).

18 Courts in this district have limited communications, as well as invalidated agreements that resulted
19 from those communications (a remedy not yet sought here), when they omitted critical information or were
20 otherwise misleading or coercive. *See, e.g., F.G. v. Coopersurgical, Inc.*, 2024 WL 2274448, at *5-6 (N.D.
21 Cal. May 20, 2024) (ordering corrective notice, restricting further contact, and making releases voidable due
22 to misleading statements regarding the class action); *In re JUUL Labs, Inc., Mktg., Sales Pracs., & Prods.*
23 *Liab. Litig.*, 2023 WL 6205473, at *9–10 (N.D. Cal. Sept. 19, 2023) (en masse submissions by a third-party
24 claims aggregator could be rejected where the aggregator’s communications about the settlement and claims
25 process were incorrect or potentially misleading, and directing procedures to notify affected class members
26 and permit resubmission of claims or rescission of opt-outs); *Camp v. Alexander*, 300 F.R.D. 617, 621, 624–
27 25 (N.D. Cal. 2014) (invalidating opt-outs obtained by letter to employees of defendants stating the class
28 action was “motivated by greed” and failed to include any explanation of plaintiffs’ claims, a copy of the

1 complaint, or contact information for plaintiffs’ counsel); *Cnty. of Santa Clara v. Astra USA, Inc.*, No. 05-
2 3740 WHA, 2010 WL 2724512, at *4 (N.D. Cal. July 8, 2010) (J. Alsup) (invalidating releases obtained by
3 letter to putative class that did not attach plaintiffs’ complaint, explain plaintiffs’ claims or the status of the
4 case, or include contact information for plaintiffs’ counsel); *Guifu Li v. A Perfect Day Franchise, Inc.*, 270
5 F.R.D. 509, 518 (N.D. Cal. 2010) (invalidating opt-out forms obtained through coercion and ordering
6 corrective notice).

7 **B. ClaimsHero Misstates the Relief Plaintiffs Seek.**

8 ClaimsHero contends that Plaintiffs’ motion “seeks not to ensure truthful communication with class
9 members about the Settlement . . . but rather to prevent anyone from communicating with and/or educating
10 class members about their rights.” Dkt. 460 at 12 (emphasis in original). Nothing could be further from the
11 truth. Class Counsel and the Settlement Administrator have been working tirelessly to ensure that truthful,
12 Court-approved communications will be distributed to every single Class Member. Class Counsel Decl. ¶ 11.
13 The public-facing Settlement Website, including the searchable Works List and FAQs, has been live and is
14 being amplified through publication and social channels, and online webinars by Class Counsel and industry
15 groups. Class Counsel Decl. ¶ 11. The case has also attracted extensive press coverage. Class Counsel
16 Decl. ¶ 11. Further, direct notice is scheduled to begin imminently and will further increase awareness. Class
17 Counsel Decl. ¶ 11. ClaimsHero’s deceptive conduct undermines, rather than promotes, those important
18 efforts. Such conduct is not protected speech, and it can and should be regulated by the Court in an
19 appropriately targeted way.

20 ClaimsHero’s cases are inapposite. Some involve prior bans on speech, as opposed to correcting
21 extant misleading and confusing communications. *See, e.g., Gulf Oil*, 452 U.S. 89. Other cases are
22 inapposite because, unlike here, the communications at issue were found not to be misleading. *See, e.g., Cox*
23 *Nuclear Medicine v. Gold Cup Coffee Servs., Inc.*, 214 F.R.D. 696 (S.D. Ala. 2003). Some of ClaimsHero’s
24 cases in fact confirm the basic point: communications that are misleading or adversely affect decision-
25 making in class actions, warrant remediation. *Cf. In re M.L. Stern Overtime Litig.*, 250 F.R.D. 492, 499-500
26 (S.D. Cal. 2008) (communication from defendant employer that settlement demand would make it hard for
27 the company to stay out of bankruptcy required to be deleted and other statements required to be modified
28 even if overall communicated would not be banned). None involve the circumstances here: a pervasively

1 and inherently misleading set of communications, and a party that is apparently not willing to disclose the
2 full scope of its marketing.

3 **C. The Court Should Instruct ClaimsHero to Stop the Deceptive Conduct Described Above.**

4 ClaimsHero’s deceptive conduct is egregious and continues to this day. As explained above,
5 ClaimsHero’s website includes numerous misleading and inaccurate statements and omissions. And, as
6 discussed above, ClaimsHero’s misleading advertising videos *continue* to put Class Members at risk,
7 directly contradicting the sworn declaration of the company’s CEO. *See* Dkt. 461 ¶¶ 28, 50 (stating that
8 “ClaimsHero immediately paused all social media advertising” and “continues to pause its social media
9 video advertisements”). The fact that Class Counsel is continuing to find new video advertisements
10 underscores that the universe of relevant marketing statements is broader than what ClaimsHero has
11 disclosed. ClaimsHero should be required to disclose to the Court and Class Counsel *all* its advertisements
12 regarding the Settlement.

13 As shown above, ClaimsHero’s CEO also sent a misleading email to at least one Class Member,
14 with no telling how many more received similar emails. In that email, Mr. Freund stated that the Settlement
15 is “a token \$3,000 settlement to make it all go away.” That statement is highly misleading because it
16 selectively disregards the governing legal standards and the practical constraints that shape class-action
17 resolutions. Settlement fairness is assessed under a multifactor framework that weighs the risks of continued
18 litigation, the strength of the claims and defenses, the complexity and expense of trial, the stage of
19 proceedings and quality of discovery, and the reasonableness of relief relative to likely outcomes at trial. A
20 negotiated compromise that reflects these considerations—particularly where recovery is immediate, non-
21 reversionary, and tailored to the harm alleged—should not be characterized to Class Members as “token.”
22 This is especially true given the Court’s informed assessment of the Settlement as “fair, adequate, and
23 reasonable . . . because of the tailored release, injunctive relief, and per-work award.” Dkt. 437 at 5.
24 ClaimsHero’s email obscures that Class Members who choose to opt out face substantial evidentiary
25 hurdles, contested liability and damages models, and appellate risks that can delay or diminish recovery.
26 Framing the Settlement as one that lacks “meaningful compensation” threatens to trick Class Members into
27 prematurely rejecting tangible benefits now in exchange for speculative benefits that may never come.

28 Pursuant to its authority under Rule 23(d), the Court can and should require ClaimsHero to stop all

1 these misleading practices. ClaimsHero’s own declarations support that outcome. For example, Professor
2 Redish admits that he “make[s] no judgments about the accuracy of class counsel’s assertions that
3 ClaimsHero’s website contains misleading statements.” Dkt. 468 ¶ 13. He also concedes that the website
4 may “require[] inclusion of disclaimers” or “further disclosures to be accurate.” *Id.* ¶¶ 13, 15(h). He also
5 states that if Class Counsel’s assertions about the ClaimsHero website are accurate “this Court should
6 consider whether ClaimsHero’s website requires modifications to assure that class members receive
7 complete and non-misleading information about the services which ClaimsHero can provide to them.” *Id.*
8 ¶ 15(f). Plaintiffs could not have said it better themselves. But, as detailed above, ClaimsHero’s website and
9 conduct fall dramatically short of that standard.

10 Likewise, the boilerplate declarations ClaimsHero submitted from purported Class Members do not
11 somehow prove that the company’s conduct is not misleading. Each of those declarations contains the exact
12 same language, strongly suggesting that ClaimsHero’s lawyers drafted those declarations as opposed to the
13 declarants themselves. Dkts. 462–67. Further, none of those declarations indicate that the declarants read
14 any materials *other than* ClaimsHero’s communications. *Id.* Nor do the declarations reveal whether the
15 declarants know what comes next. For example, if ClaimsHero receives only a small number of sign-ups,
16 will the company still commit to represent those Class Members and advance expenses for their claims? Is
17 ClaimsHero committing to assist Class Members with their re-inclusion requests if the company does not
18 achieve a certain threshold? This all goes to show that even if the declarants honestly believe that they were
19 not misled, that does not prove that they were not, in fact, misled. Nor does it prove that they had a full
20 understanding of the various options available to them, along with the risks and consequences of those
21 options.

22 **D. Class Counsel Are Acting in the Best Interests of the Class.**

23 ClaimsHero impugns Class Counsel, speculating that the reason Class Counsel seek to protect the
24 Class from ClaimsHero’s deceptive conduct is “to protect their own economic interests.” Dkt. 460 at 2. In
25 fact, the Court *ordered* Class Counsel to “bird dog this at every stage and bring to my attention problems
26 when they arise so that we can get together and see how to solve the problems.” Dkt. 431 at 17. That is
27 exactly why Class Counsel promptly brought ClaimsHero’s deceptive conduct to the Court’s decision. Class
28 Counsel Decl. ¶ 12. In any event, preventing Class Members from being deceived benefits the Class and

1 does not somehow enhance Class Counsel’s economic interests.

2 **E. The Class’s Response to the Settlement Has Been Overwhelmingly Positive.**

3 ClaimsHero suggests that the Settlement is not being well-received by Class Members, based on just
4 two objections. Dkt. 460 at 6 (citing Dkts. 438 and 439). In fact, the Class’s response to the Settlement has
5 been overwhelmingly positive. As of November 13, 2025, the Settlement Administrator has received 17,826
6 claims covering 65,427 works—*approximately 14% of all works on the Works List*. Class Counsel
7 Decl. ¶ 13. In other words, the number of claims exceeds the number of opt-out requests and objections by
8 many orders of magnitude. This high volume of claims is especially impressive given that it has occurred
9 even before direct individualized notice has begun. Class Counsel Decl. ¶ 13.

10 **IV. CONCLUSION**

11 For these reasons, Plaintiffs request the Court grant Plaintiffs’ Motion for Order Limiting Third Party’s
12 Communications with Class Members and for Other Relief Pursuant to Federal Rule of Civil Procedure 23(d).

13 Dated: November 12, 2025

14 By: /s/ Justin A. Nelson

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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.

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/s/ Rachel Geman _____

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