

United States District Court
Northern District of California

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ANDREA BARTZ and KIRK WALLACE
JOHNSON, individually, and ANDREA
BARTZ, INC., CHARLES GRAEBER, and
MJ + KJ, INC., individually and as
representatives of the class,

No. C 24-05417 WHA

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

**ORDER ON STATUS REPORT RE
CHANGES TO CLASS NOTICE
AND SPECIAL MASTER**

The settlement was preliminarily approved on September 25, 2025, contingent on some changes to the class notice. Also, the choice of Naomi Jane Gray as special master for claims disputes was preliminarily approved, contingent upon her declaring her qualifications and absence of conflict (*see* Dkt. No. 427). Class counsel then presented its proposed changes to the notice (Dkt. No. 432). And, a memorandum opinion set forth the reasoning for the preliminary approval while also setting out where proposed changes met what had been requested and where minor changes remained necessary — and it pointed out that the proposed special master’s declaration remained due (Dkt. No. 437).

Now, class counsel has filed a “Notice of Compliance and First Report on Settlement Implementation” (Dkt. No. 440). Indirect notice is underway but direct notice by mail and

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1 email is not (§ I). This order addresses several issues.¹

2 **1. CHANGES TO NOTICES.**

3 Class counsel reports that it has revised the notices to respond to new questions from
4 class members, and to comply with the Court’s directives (§ II). Counsel does not request
5 approval for these changes and instead purports to merely report on Counsel’s activities. This
6 is improper because the content of class notices should be approved by the district judge. And,
7 some changes reported by counsel must now be altered or removed.

8 **A. CHANGES RESPONDING TO CLASS MEMBERS’ QUESTIONS.**

9 **(i) Dispute Procedure and Precedential Effect.**

10 A new question-and-answer explains the claims process (FAQ 26), but in so doing
11 imposes procedural and substantive limits not approved. Several additions therein must be
12 struck or altered.

13 *First*, the new answer states in part (emphasis and paragraphing altered):

14 The *position* that any claimant takes *will not be binding* on
15 that claimant for other purposes or other works. A decision
16 by the Special Master will be binding without a right of
17 appeal. It will also have *no precedential value* as to other
18 claims.

19 This is unacceptable as written. These statements must be struck. They shall be **REPLACED**
20 with the following:

21 The positions any claimant takes and the decisions of the
22 Settlement Administrator or Special Master respecting them will
23 not be discoverable by claimants in this same litigation for use as
24 to other works in this litigation. Such procedure would be
25 unworkable.

26 The decisions of the Special Master, however, will mark the final
27 end of that particular dispute and will bind without a right of
28 appeal all claimants and potential claimants to the work
occasioning that dispute. By not opting out, all class members
who remain in this action are bound to this procedure.

Also, all claim forms, all submissions in support thereof, and all
decisions on them will be submitted confidentially and not publicly
docketed but will be maintained by the Settlement Administrator

¹ All page and section numbers are to the “Report” (Dkt. No. 440), and “FAQ” citations are to the long-form notice that tracks changes to the numbered questions and answers (Dkt. No. 440-2).

1 and/or Special Master. And, all such records may be discoverable
2 by third parties in other litigation for good cause and upon court
order.

3 Finally, notwithstanding anything above, what claim awards are
4 distributed and to whom will be public records, with redactions
5 only to banking information and personal, non-corporate contact
information. Class members are entitled to know the final
approved plan of distribution and to whom the money is paid.

6 *Second*, the new answer states (emphasis added):

7 *No claimant will be permitted to serve any discovery*
8 *requests, nor be required to respond to any discovery*
requests in resolving such disputes.

9 These changes may lead a lay person to believe he will not be required to respond to discovery
10 orders even from the special master. And, if the special master determines there is a clear-cut
11 need for limited discovery, the special master may permit limited discovery or order limited
12 productions, which must be made promptly. This sentence must be **STRUCK OR ALTERED**.

13 *Finally*, the new answer states (still in FAQ 26, with emphasis added):

14 *If a claimant fails to timely submit a claim during the*
15 *claims period, that claimant is bound by the allocations*
determined during the claims period.

16 This change may prompt a class member to submit a claim to avoid being bound, when she
17 might prefer to opt out her work to preclude any claims on it at all — and it neglects that the
18 plan of allocation allows persons named on another person’s timely claim submission to have a
19 second chance to submit a corroborating or competing claim (Dkt. No. 401-1 ¶ 3(c)(ii)). That
20 sentence must be **STRUCK**. It may be replaced with the following: “If a class member does not
21 opt out and does not submit a timely claim pursuant to the claims process, that class member
22 will be bound by the allocations determined during the claims process and will receive only the
23 allocations if any made there in favor of that class member.”

24 **(ii) Pseudonyms.**

25 Another new question-and-answer addresses the situation where the online, searchable
26 Works List displays both an author’s “real name” and an author’s “pseudonym,” and a person
27 wants to remove some “information” displayed (FAQ 55). The proposed answer would allow
28

1 the person to submit “proof” to class counsel or the Settlement Administrator that they are “an
2 author or owner of the work” in order to change the listing ad hoc.

3 This proposed question and answer shall be **STRUCK**, and the practices they imply shall
4 cease. There shall be no changes to the Works List (or Class List), as displayed publicly or
5 otherwise, except as approved by the Court.²

6 **B. CHANGES RESPONDING TO THE COURT.**

7 A set of changes were made to remove any false impression that payments always would
8 be received or “guarantee[d].”

9 *In the long-form notice*, these changes solved the problem using replacements that are
10 readable and not misleading (*see* Intro, FAQ 16).

11 *In the short-form notice and other supplemental email notice*, however, the problem
12 started out less pronounced, and the changes to solve it introduced ambiguity (Dkt. Nos. 440-4,
13 440-6). The changes occurred in the “What options do I have?” sections. This is how the prior
14 and proposed short-form notices differently state a first point and a second point:

15 *Prior*: “Submit a Claim Form by March 23, 2026 to receive
16 payment from the Settlement Fund Do nothing, in which case
17 you may still receive a payment but are not guaranteed to receive a
18 payment. You will give up your right to sue Anthropic”

18 *Proposed*: “Submit a Claim Form by March 23, 2026 to request to
19 be eligible to receive payment from the Settlement Fund Do
20 nothing, in which case you may still be eligible receive [*sic*] a
21 payment. You will give up your right to sue Anthropic”

22 The proposed change to the first point is acceptable. But the proposed change to the second
23 point results in an unclear meaning, especially when read alongside the first one. Better to
24 **REPLACE** the entire second sentence here, “Do nothing, in which case you may still be eligible
25 receive [*sic*] a payment,” with: “Do nothing, in which case it is possible that you may still

26 ² Relatedly, class counsel reports that it has corrected a systematic “miscod[ing]” in how the
27 intended designation of works as Education Works was actually applied to works on the Works
28 List, the dominant result being that about 0.8% of total works were not so designated but should
have been (§ III). This revision has not been produced to the Court. Class counsel **SHALL LODGE**
this corrected Works List with the Court for archival purposes (under seal for the time being), and
shall file on the docket a certification of having done so. In reliance on class counsel’s word that
the changes do not alter any other detail, the corrected list may continue to be used.

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1 become eligible to receive payment — but only if another owner of the same work submits
2 their own claim for it and, for example, in their claim states that you are eligible to receive
3 payment for it.”

4 * * *

5 The district judge is concerned with the large number of changes to the class notice
6 contained in this “Report” and by their possible implications. These changes were made
7 without briefing, so it is difficult to discern in all cases the problems they aim to solve, and the
8 countervailing problems they may create instead. This concern is amplified by the observation
9 that not all changes made since the last version reviewed by the Court were tracked (if only by
10 mistake). And, it is amplified by the observation that the opposing party here, Anthropic, has
11 neither expressly agreed to nor challenged these exact changes, some of which may be
12 material. Class counsel states that the changes are “agreed to by the parties,” but nowhere on
13 the public record can we see the exact changes reviewed and the express agreement
14 resulting — leaving what was agreed prone to mistake or misrecollection.

15 As a result, **BY NOON ON TUESDAY, NOVEMBER 11, 2025**, Anthropic **SHALL SUBMIT** a
16 statement approving of *all* changes approved by class counsel as modified by this order, or
17 object thereto. Note well that this order makes a final clarification to the notice further below.

18 Also, any future modifications to class notice **SHALL BE SUBMITTED IN A JOINT**
19 **MOTION** stating (1) counsel’s intent in making each change or family of changes, (2) counsel’s
20 candid assessment of any other potential implications of each change or changes (good and
21 bad), and (3) each side’s approval of each change or changes (or disapproval, set out
22 completely but concisely), plus (4) exhibits of the redlined copies, of the resulting clean copies,
23 and of the sworn statement of the person who generated the redlined copies that they
24 accurately and completely track the changes from the copies last docketed (some tracked
25 changes therefore reflecting, as occurred in this “Report,” changes previously ordered).

26 Finally, the Court is surprised and disappointed that class counsel took it upon
27 themselves to create and to publish new information that may have seemed to class members to
28 create new material rights, obligations, and immunities. For example, the long-form notice has

1 been published for some unknown time on the class website in a version containing at least
 2 some of the changes only now “Report[ed]” to the Court (at 4 n.2 (re FAQ 26)). This version
 3 of the long-form notice **SHALL BE REMOVED IMMEDIATELY** from the website (whether as
 4 PDF or webpage). And, **BY NOON ON TUESDAY, NOVEMBER 11**, counsel shall promptly
 5 submit a plan for correcting this error, including a plan for curing misinformation for any class
 6 members who have submitted claims in possible reliance on inaccurate information.

7 **2. REQUEST FOR USE OF SEAL.**

8 Next, class counsel requests that the Court permit the Clerk to share a super high-
 9 resolution image of the Court’s seal for printing on envelopes for notices (§ IV.B; *see* Dkt. No.
 10 416). After considering this issue further, the request to use this version of the seal or any is
 11 **DENIED**. Counsel may instead include something like the below:

12 **Important Class Action Notice**
 13 **Authorized by Senior District Judge William Alsup**
 14 United States District Court for the Northern District of California
 Contact: 450 Golden Gate Ave., San Francisco, CA 94102

15 **3. REQUEST FOR SUBSTITUTION OF SPECIAL MASTER.**

16 To fill the role of special master, class counsel requests that the contingently approved
 17 attorney Naomi Jane Gray be replaced with attorney Theodore K. Cheng. This is “to avoid the
 18 appearance of a potential unforeseen conflict” (at 4). The contingent approval of Attorney
 19 Gray is fully **WITHDRAWN**.

20 Attorney Cheng’s declaration of qualifications is too thin, however, making it difficult to
 21 assess not only sufficiency of qualifications but also absence of any conflict or appearance of
 22 conflict (*see* Dkt. No. 440-7). The proposed rate of \$1,000 is too high (*see* Dkt. No. 440-8).
 23 And, the order of reference was not jointly stipulated and submitted, as requested (Dkt. No.
 24 437 at 14), although class counsel does state in its brief that Anthropic agrees with the
 25 proposed choice of special master. This request to appoint Attorney Cheng is **DENIED**.

26 Counsel may re-propose Attorney Cheng, or may propose someone else instead. But it
 27 must ensure the candidate attorney submits a supporting declaration sufficiently detailed to
 28 show that the problem encountered as to Attorney Gray (and other foreseeable problems) will

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1 not arise as to the attorney chosen. The Court reminds the parties that Special Master Harold
2 McElhinny already has been approved to serve in this action by agreement of the parties, is
3 available to serve in this particular capacity if again agreed by the parties, and is willing to do
4 the job for \$500 an hour. **BY NOON ON TUESDAY, NOVEMBER 18**, counsel shall jointly submit
5 a recommended special master, the candidate’s detailed declaration, and a standalone,
6 stipulated order of reference.

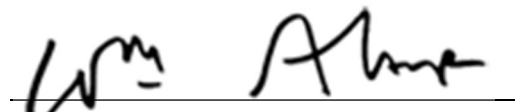
7 **4. CLAIM AGGREGATORS.**

8 Class counsel reports that all claim aggregators encountered so far but one have decided
9 not to attempt to aggregate claims to file for this settlement (§ I).

10 The Court always has anticipated that class members would directly submit their own
11 request for exclusion (opt out), request for re-inclusion (opt back), objections, and claims. The
12 Court does not authorize claim aggregators, for instance, to prepare and to submit claim forms
13 on behalf of someone else. Notwithstanding any contrary indication in the settlement
14 agreement, every opt out, opt back, objection, or claim must be signed personally by the class
15 member except that where the class member is not an individual but a legal entity then by
16 necessity the class member must have either an officer or managing agent sign such
17 submissions. If a class member requires assistance to complete a submission, that is the role of
18 class counsel. The class member must personally sign and attest to the submission where
19 relevant. Class counsel **SHALL CLARIFY** the class notice and anything else to the extent
20 necessary to make these points clear, including by replacing instances of “signed by you or
21 your authorized representative” to instead read “signed personally by you (the class member).”

22 **IT IS SO ORDERED.**

23
24 Dated: November 7, 2025.

25 
26 _____
27 WILLIAM ALSUP
28 UNITED STATES DISTRICT JUDGE