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17 Textbook and Academic Authors Association

18 UNITED STATES DISTRICT COURT

19 NORTHERN DISTRICT OF CALIFORNIA

20 SAN FRANCISCO DIVISION

21 ANDREA BARTZ, ANDREA BARTZ, INC.
22 CHARLES GRAEBER, KIRK WALLACE
23 JOHNSON, and MJ + KJ, INC., individually
24 and on behalf of others similarly situated,

25 Plaintiffs,

26 vs.

27 ANTHROPIC PBC,

28 Defendants.

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

**DECLARATION OF KIM
PAWLAK IN SUPPORT OF
MOTION TO INTERVENE AND
FOR CURATIVE
COMMUNICATION**

Date: January 27, 2026

Time: 8:00 am

Courtroom: 12-19th Floor

The Honorable William Alsup

1 Pursuant to 28 U.S.C. 1746, I, Kim Pawlak, hereby declare under penalties of perjury under
 2 the laws of the United States of America that the following is true and correct:

3 1. I am the Executive Director of the Textbook & Academic Authors Association
 4 (“TAA”), a 501(c)(3) not-for-profit organization that is the only organization devoted solely to
 5 supporting authors of textbooks, scholarly journal articles, and academic books, by providing
 6 comprehensive resources, events, and networking opportunities, and by advocating on their behalf. I
 7 am personally familiar with the facts contained in this declaration, and make this declaration in
 8 support of the motion to intervene by the Textbook & Academic Authors Association, and for an
 9 order requiring curative notice to certain class members, along with injunctive relief directed at
 10 Sage Publishing.

11 2. As Executive Director of TAA, I was first consulted in connection with the class
 12 settlement in this action on or about September 13, 2025, several days after the September 8, 2025
 13 conference at which the Court expressed its concern to assure that authors and publishers were
 14 placed on an equal playing field in the process for allocating settlement proceeds between them.
 15 (See Tr. of Sept. 8 proceedings at 15:08-17 (“I would like for you to explain what is going on
 16 between the guilds, the publishers. What kind of deal are you trying to do behind the scenes?”).)

17 3. Since then, TAA has worked diligently with Class Counsel to support settlement
 18 efforts and to fairly resolve issues concerning the allocation of settlement proceeds between
 19 textbook and academic authors on the one hand, and publishers on the other.

20 4. I personally participated in the “Author-Publisher Working Group” settlement
 21 mediation and negotiations that took place between September 13 and the preliminary approval
 22 hearing on September 25, 2025 (which I attended in person, given TAA’s interest in this settlement,
 23 traveling from my home in Wisconsin).

24 5. TAA has been assisted by counsel from Slarskey LLC and Archstone Law Group,
 25 David Slarskey and Brenda Ulrich, whose work in support of the class settlement efforts has been
 26 acknowledged by Class Counsel. (See Doc. 505-3 (Declaration of Rachel Gelman) ¶ 45 (noting that
 27 Slarskey and Archstone are “two firms experienced in representing authors,” and disclosing that
 28

1 “[i]n light of their contributions, Class Counsel intends to share \$137,431.40 from any fee awarded
 2 ... for work completed in connection with the Author-Publishing Working Group.”).

3 6. Since the preliminary approval hearing, TAA has prepared and distributed materials
 4 to its member authors, and conducted webinars designed to raise awareness of the settlement and
 5 inform authors how to navigate the process and file a claim. Those webinars have been open to all
 6 authors as a public service. And we have coordinated those efforts with Class Counsel (who have
 7 attended webinars we hosted), and incorporated feedback from Class Counsel to assure that we are
 8 providing accurate and reliable information to authors.

9 7. For textbook authors in particular—whose works were defined as “educational
 10 works” based on the identity of their publishers for purposes of settlement administration—there are
 11 additional complexities in the settlement process: whereas trade and academic authors enjoy a
 12 presumption that they will share 50/50 in settlement proceeds with their publishers, and may simply
 13 claim as much, textbook authors do not enjoy that presumption.

14 8. Instead, the settlement provides for a process whereby participating authors and
 15 participating publishers each state their claim as to their best understanding of what percentage of
 16 the proceeds they should receive vis-à-vis the other—if they know—and if they either disagree, or if
 17 they do not know what percentage they should receive, there is a process defined for the exchange
 18 of information. If no agreement can then be reached, the dispute will be submitted to a Special
 19 Master. Importantly, if one party claims, and the other party does not claim (and does not opt out),
 20 then the claiming party will receive its unopposed claimed percentage of the recovery.

21 9. There are certain built in economic dynamics associated with this complex structure,
 22 insofar as there are far fewer educational work publishers, who each have aggregate interests in a
 23 greater number of works than each individual educational work author. The publishers have access
 24 to far better information and resources than the authors, and can act in a coordinated, strategic
 25 fashion across all their titles in an effort to maximize their recovery across their portfolio of works.
 26 This is one reason why TAA looks to the Court, through this application and otherwise, to perform
 27 the critical function of closely monitoring communications to class members. Publishers have a
 28

1 strong incentive to take advantage of authors through unfair communications, and it is much easier
 2 for them to do so on a wholesale basis.

3 10. At the preliminary approval hearing, the Court acknowledged that this distribution
 4 plan “necessarily is going to have some complications,” and that “to manage this process to a
 5 successful and an ethical end” would require counsel “to bird dog this at every stage and bring to
 6 my attention problems when they arise so that we can get together and see how to solve the
 7 problems.” (Tr. of Sept. 25, 2025 Proceedings at 17:03-16.) It is based on those comments that TAA
 8 seeks to intervene and place the following issue before the Court.

9 11. On December 12, 2025, I received an email from one of our members, who
 10 forwarded an email received from Sage Publications. (**See Ex. 1**, Dec. 12, 2025.¹) I have since
 11 confirmed that several other Sage authors in the class received similar emails. I have several
 12 concerns about the email, and presume that Sage sent out similar emails to the many hundreds of
 13 authors in their educational portfolio.

14 12. First, fundamentally, the email contradicts, and for some recipients, may well be
 15 understood to supersede the Court-approved notice that is intended to guide authors with respect to
 16 how to file a claim, and what they may be entitled to in the settlement. There is a Court-approved
 17 process for informing authors about the settlement terms, and for resolving issues if an author does
 18 not know how much they are entitled to under their contract or the settlement agreement. The
 19 Court-approved process does *not* begin with the publisher instructing the author on what the
 20 publisher believes the author should receive. Rather, contrary to Sage’s email that (as discussed
 21 below) presumes the accuracy of the publisher’s assertion that the royalty-on-sale rate governs the
 22 allocation of settlement proceeds (in this instance, a 90/10 split between publisher and author), the
 23 Court-approved process requires claimants to provide information about the split applicable to each
 24 work—and provides for information exchange if (in a likely case) the authors *simply does not know*
 25 what their contract requires.

26 ¹ I have redacted the name and title of the member to protect that author from any potential
 27 retaliation. Publishers exercise economic power over authors and have—in the past—used author
 28 complaints as a basis for withdrawing support for author works. While I do not have any reason to
 believe Sage would do so in this case, insofar as the identity of the author is not important to this
 issue, discretion would seem to support redaction of personally-identifying information.

1 13. Second, Sage does not clearly disclose that it has a conflict of interest with the
 2 authors to whom it is communicating. While that conflict is implicit from the structure of the
 3 settlement—as for each work the publishers and authors must allocate the proceeds in a zero-sum
 4 exercise—the average author receiving this communication may not intuitively recognize that
 5 Sage’s email is a self-interested communication from the publisher, or that the author’s rights may
 6 differ from Sage’s representation, discussed below.

7 14. Third, Sage tells the author that it “believe[s] your share should match the royalty
 8 rate you receive for a sale of your Work applicable to the pirated format of the Work used by
 9 Anthropic. **According to our records, that rate is 10%.** Payment will be made to you directly by
 10 the Settlement Administrator.” (emphasis in original). There is no basis in the settlement agreement
 11 for the conclusion that the author’s share should be limited to the “royalty rate you receive for a sale
 12 of your Work,” and most textbook publishing agreements contain *other clauses* that govern the
 13 allocation of revenues associated with *licensing* (as opposed to *sales*) to which this settlement
 14 payment is more akin. Royalties for sale are negotiated to account for the costs of marketing,
 15 production, distribution, and sales—none of which apply in the instance of pirated infringement.
 16 There is no cost basis from the settlement to warrant the “royalty on sale” rate that Sage advocates.
 17 (Indeed, this entire action was brought *by authors*, based on the infringement of *their work*, and
 18 publishers only intervened at the very end of this process to assert that they are entitled to some
 19 portion of the proceeds.) The absence of any cost basis is why *sublicensing* revenues are often
 20 shared 50/50 between authors and publishers—or at a minimum, far more favorably to authors than
 21 the *sales* royalty rate. This is a key disagreement between authors and publishers, and central to the
 22 process that the Court approved, with a Special Master to resolve case-by-case disputes. The email
 23 from Sage is an attempt to short-circuit that resolution process and unfairly influence that resolution
 24 process.

25 15. Fourth, Sage *specifically tells the author how to fill out their claim form*: “To help
 26 avoid delays, please include this allocation percentage in your claim.” Sage also suggests that the
 27 process approved by the Court for resolution of this issue “could slow down the process of recovery
 28 and delay your royalty payment.” It is inappropriate, to my mind, for the publishers to be telling

1 authors how to fill out their claim forms. And my understanding is that the Court adopted an
 2 appropriate and expedited process for resolving these disputes; Sage suggests to the contrary, that to
 3 claim anything other than 10% will lead to undue delay.

4 16. Fifth, this misleading guidance from Sage is likely to suppress author participation
 5 and thus result in Sage's claim becoming a self-fulfilling prophecy. By this I mean that many
 6 authors—if they believe that they are entitled to only 10% of the recovery—will not bother to go
 7 through the effort of filing a claim (which is already substantial effort, given the additional
 8 complexity for textbook authors to make a claim). In that case, Sage's 90% claim will not be
 9 opposed by the author, and Sage may have manufactured consent to an improper split based upon
 10 its unfair and misleading communication. As an aside, by suppressing author participation, I
 11 understand that Sage would ultimately receive *100%* of the amount ultimately allocated for that
 12 work.

13 17. Sixth—*some authors will take Sage's misleading advice*. I am aware of at least one
 14 author who filled out their claim form in reliance on this email from Sage, and thereby restricted
 15 their claim based on Sage's email, *even though they did not know whether that was the correct*
 16 *allocation or not*. That author (and presumably others) should have had the benefit of the resolution
 17 process approved by the Court but was misled into filing a claim based on Sage's email.

18 18. And *finally*, Sage expressly seeks to *dissuade* class members from consulting with
 19 counsel—even *Class Counsel*—to understand their rights. Sage writes, “Note: You may hear from
 20 lawyers or companies offering to assist with your claim. The claims process is designed to be
 21 simple and straightforward, allowing authors and other rights holders to complete it *without*
 22 *assistance*.” (emphasis supplied). In other words, Sage is warning authors to *disregard precisely the*
 23 *manner of communication that Sage is making*.

24 19. Sage continues that authors should “[b]e advised that working with third parties to
 25 file your claim will likely diminish the amount you recover under the settlement.” This is false—it
 26 is unlikely that taking assistance would lead to a recovery of *less than 10%*, which is what Sage told
 27 the author to claim. Moreover it is also very misleading, and probably unethical. I certainly hope no
 28 lawyers were involved with writing or reviewing Sage's email, which seems like a clear conflict of

interest to the extent those lawyers have obligations to educational authors as class members, or are otherwise improperly and indirectly communicating to class members.

20. To be very clear, TAA has come out *in support* of the settlement—despite the complexities for textbook authors—in substantial part because TAA also represents academic authors, who get the benefit (like trade authors) of a 50% default presumption in the allocation of settlement proceeds. But TAA has supported and worked towards implementation of the settlement in reliance upon the negotiated, Court-approved process, and with the expectation that this issue in particular—*i.e.*, the allocation of settlement proceeds between textbook authors and publishers—would be fairly and impartially resolved, through the Court-ordered process and Special Master if necessary.

21. TAA is a small, lightly-staffed organization, and does not stand to earn a *dollar* from this settlement—though it is dedicating significant resources to assist its individual members (and authors more broadly) so that they can receive their fair share of this settlement. TAA has approximately 3,800 members, of which I believe at least 200 are class members—a fraction of the class. And while TAA is doing all it reasonably can to inform authors and provide support for this process, *publishers* have the ability to reach *all of their authors with the push of a button*—as Sage apparently did—and issue misleading or unfair communications that will adversely impact author class members. TAA cannot police publisher communications to authors, and we are not aware of whether other publishers are engaged in similar types of communications to their authors. We hope that the Court will take Sage’s communication seriously, and require Sage to issue an appropriate curative communication that (i) directs authors to disregard the prior email; (ii) discloses the conflict of interest inherent to that communication; and (iii) refers authors to the court-approved resources that are available for authors to educate themselves about the claims process.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 21, 2025, in Madison, Wisconsin.

Kim Pawlak

Exhibit 1



Kim Pawlak <kim.pawlak@taaonline.net>

Sage's plan: Anthropic Copyright Infringement Settlement Re Qualitative Online Interviews

1 message

[REDACTED] Fri, Dec 12, 2025 [REDACTED]

To: Textbook & Academic Authors Association <kim.pawlak@taaonline.net>

Kim,

My internet has been in and out this week with construction on my street, so I missed the webinar and haven't had a chance to watch the recording yet. Here is what I got from Sage. They are saying 10% which seems like a rip off for writers! Before I respond to them, wondered if you have any info from other publishers? Are they all taking the \$\$ and leaving writers the crumbs?

It is maddening since more books are on the larger list, but only one is in this settlement.

[REDACTED]



ANTHROPIC COPYRIGHT INFRINGEMENT SETTLEMENT

[REDACTED]

We are contacting you regarding your book listed below, published with Sage Publications Inc., which is eligible for payment under the [Anthropic copyright infringement settlement](#).

[REDACTED] (the "Work")

We believe Sage holds the rights in your Work that make it eligible to participate in the settlement, but we encourage you to file a claim and opt-in to the settlement. Like the Author's Guild, Sage believes this approach ensures timely compensation while avoiding the uncertainty and expense of litigation. To help you receive your share of the settlement, we have provided your contact details (including this email address) to the official Settlement Administrator. They should have contacted you already by either email or post. Their message will include a link to the settlement claim form for your Work to make the process easier.

Based on advice from the Settlement Administrator, we recommend you submit your own claim using the form sent by the Settlement Administrator. You may also access a copy of the claim form at <https://www.anthropiccopyrightsettlement.com>.

Important: The deadline to submit your claim is March 23, 2026.

As the publisher of your book, Sage will also submit a claim for the Work prior to the deadline. Each claimant must state the percentage of the settlement to which they believe they are entitled. Based on your publishing agreement, we believe your share should match the royalty rate you receive for a sale of your Work applicable to the pirated format of the Work used by Anthropic. **According to our records, that rate is 10%.** Payment will be made directly to you by the Settlement Administrator.

To help avoid delays, please include this allocation percentage in your claim. If different claimants submit conflicting percentages, the Settlement Administrator will need to resolve the dispute, which could slow down the process of recovery and delay your royalty payment.

Note: You may hear from lawyers or companies offering to assist with your claims. The claims process is designed to be simple and straightforward, allowing authors and other rights holders to complete it without assistance. Be advised that working with third parties to file your claim will likely diminish the amount you recover under the settlement.

For more details, visit the settlement FAQ: <https://www.anthropiccopyrightsettlement.com/faq>.

If you have any questions after reviewing this email or the FAQ, please contact us by replying to this email at AnthropicSettlement@sagepub.com.

Best wishes,
Sage

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