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63 **UNITED STATES DISTRICT COURT**
 64 **NORTHERN DISTRICT OF CALIFORNIA**
 65 **SAN FRANCISCO DIVISION**

66 ANDREA BARTZ, ANDREA BARTZ, INC.,) Case No.: 3:24-cv-05417-WHA
 67 CHARLES GRAEBER, KIRK WALLACE)
 68 JOHNSON, and MJ + KJ, INC., individually)
 69 and on behalf of others similarly situated,)
 70)

71 Plaintiffs,)

72 v.)

73 ANTHROPIC PBC,)

74 Defendant.)

75) **JOINT NOTICE OF MOTION AND MOTION FOR**
 76) **APPROVAL OF SUPPLEMENTAL CLASS NOTICE**

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT Class Counsel Lieff Cabraser Heimann & Bernstein, LLP and Susman Godfrey L.L.P. (“Class Counsel”), alongside Defendant Anthropic PBC (“Anthropic”) hereby move the Court to approve the email notice submitted herewith for distribution by third party Sage Publishing (“Sage”) to class members who received a particular prior communication from Sage. The Parties request that the joint Motion be resolved without a hearing and, as explained in the joint stipulation and declaration submitted herewith, the Parties further respectfully request that the Court grant the motion on or before January 5, 2026.

This Motion is brought pursuant to the Court's prior Order regarding Changes to Class Notice (Dkt. 453). The motion is based on this Notice of Motion and Motion, the Memorandum of Points and Authorities set forth below, the pleadings and records on file in this Action, and such other arguments the Court may consider.

STATEMENT OF ISSUE TO BE DECIDED

This Motion raises the following issue:

Whether the Court should approve the email notice submitted herewith for distribution by third party Sage to class members who received a particular prior communication from Sage.

MEMORANDUM IN SUPPORT OF APPROVAL OF SUPPLEMENTAL NOTICE

1 On December 22, 2025, non-party and non-Class Member Textbook and Academic
2 Authors Association (“TAA”) filed a motion to intervene in this action for the purpose of seeking
3 “an order requiring curative measures pursuant to Rule 23(d).” *See* Dkt. 513 at 7. In particular,
4 TAA sought to address an email sent to class members by Sage Publications, a national textbook
5 publisher, that TAA believed was misleading. *Id.* at 9–12; *see also* Dkt. 513-1 at (exhibit
6 containing Sage email). Class Counsel believes that supplemental notice may be helpful to class
7 members in one respect—by clarifying their right to, in cases of education works, make their own
8 good-faith determination of the share of the per-work award to which they are entitled. Class
9 Counsel, TAA, Sage, and Anthropic all agree that the proposed follow-up email to Sage authors,
10 attached as Exhibit 1 herewith, is appropriately drafted. Sage has agreed to issue the
11 communication as soon as practicable after the Court’s approval of it.

12 1. Sage’s Email. On December 12, 2025, TAA became aware of an email
13 communication sent to certain Class Members by Sage, a Class Member and leading textbook
14 publisher. *See* Dkt. 513 at 6. TAA subsequently confirmed that Sage had sent similar emails to
15 other authors. *Id.* at 9.

16 Sage’s email included: (i) the deadline for submitting claims; (ii) a link to the settlement
17 website; and (iii) a link to the FAQs on the settlement website in particular, which dovetails with
18 the long-form notice directly sent to class members. *See* Dkt. 513-1 at 9-10. Sage stated that it had
19 provided the author’s contact information to the Settlement Administrator to “help you receive
20 your share of the settlement.” *Id.*

21 Sage’s email also provided Sage’s view of the appropriate percentage split of the per-work
22 award—in the case of the email TAA submitted alongside its motion, 10% to the author, 90% to
23 Sage. *Id.* Sage stated that the per-work allocation it identified was based on the author’s
24 “publishing agreement” and “should match the royalty rate you receive for a sale of your Work
25 applicable to the pirated format of the Work used by Anthropic.” *Id.* at 10. Sage requested authors
26 to “please include this allocation percentage in your claim.” *Id.* Sage noted that “[i]f different
27 claimants submit conflicting percentages, the Settlement Administrator will need to resolve the
28 dispute, which could slow down the process of recovery and delay your royalty payment.” *Id.*

2. The Claims Process. The Claims Process expressly envisions that authors and
 1 publishers will correspond with one another to determine the appropriate share of the per-work
 2 award that each will claim. The Approved Plan of Allocation and Distribution (“APOAD”), for
 3 example, acknowledges “that owners of a work will often not submit claims simultaneously.” Dkt.
 4 401-1 at 4. In such cases, the Settlement Administrator is obligated to promptly “contact all other
 5 known potential owners of the work—including any authors or publishers identified on the filed
 6 Claim Form—to notify those Nonfiling Claimants that another party has submitted a claim for the
 7 work.” *Id.* This exchange of information was deliberately constructed to allow Class Members to
 8 determine amongst themselves the appropriate per-work award, and to allow them to communicate
 9 between themselves in doing so.

10 At the same time, however, Class Members may independently fill out their own claim
 11 forms, and may identify the portion of the settlement award for a particular work to which they
 12 believe they are entitled under their contracts. “[I]n the event that [the] dispute cannot be resolved
 13 by mutual agreement, as facilitated by the Settlement Administrator,” it is the Special Master—
 14 not any one Class Member—that determines the final, binding per-work award. *Id.* at 5.

15 3. Supplemental Notice. Class Counsel has no reason to believe that Sage intended to
 16 contravene or undermine the proper administration of the claims process in this case by suggesting
 17 in its email communication its view as to the appropriate per-work award. Sage’s communication
 18 repeatedly recommended that class members submit their *own* claim forms; repeatedly provided
 19 Class Members links to the settlement website, including the FAQs; and repeatedly advocated that
 20 authors participate in the claims process, including by noting Sage’s decision to provide the
 21 Settlement Administrator with authors’ contact information. In such circumstances, Class Counsel
 22 does not believe that corrective notice under Federal Rule of Civil Procedure 23(d) is required
 23 because Sage’s communication simply does not demonstrate “a likelihood of serious abuses” of
 24 the class action process that Rule 23(d) guards against. *Gulf Oil Co. v. Bernard*, 452 U.S. 89, 104
 25 (1981).

26 Class Counsel met and conferred on these issues with both TAA and Sage between
 27 December 22 and 26, 2025 to resolve the dispute between Sage and TAA.

28 While Class Counsel does not believe that Rule 23(d) relief is required, Sage and the TAA

have agreed to a follow up email to be sent to Sage authors in the class, and this proposed email, in Class Counsel and Anthropic's view, is acceptable, not confusing, will continue to remind class members to go the court-approved settlement website, and will likely be beneficial to remind class members of their rights under the proposed Settlement. The language is as follows:

We are writing to clear up any confusion that may have resulted from our previous email regarding the claims process in the *Bartz v. Anthropic* settlement.

Our previous email reflected Sage's view that under the distribution plan you are entitled to <>XX<>% based on the <> YY term – either: royalty rate you receive for a sale of your work OR contract provision addressing litigation proceeds >> from your contract. You are not required to put this percentage on your claim form, and you may have a different view of what you are entitled to, based on your review of your contract or the review of your counsel, if you have counsel. You may also state on your claim form that you do not know.

If you have already submitted your claim form, you have up until the Claims deadline on March 30, 2026 to change or modify it. There is a claims process set up by the court to address situations where the publisher's and author's claims do not align.

If you have any questions about the claim form or the settlement process, you can contact the Settlement Administrator or Class Counsel, whose contact information is below:

Settlement Administrator:
info@AnthropicCopyrightSettlement.com
 877-206-2314

Class Counsel:
 Rohit D. Nath – SUSMAN GODFREY L.L.P.
RNath@susmangodfrey.com
 713-650-4355

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As with Sage's original email, each email will identify either (A) the royalty rate that Sage believes determines the amount an author will receive; or (B) for contracts with a clause governing the distribution of litigation proceeds, the percentage split of litigation proceeds set forth in the contract. This follow-up email also identifies the correct date for filing claims and specifies that authors are entitled to independently determine the contractual allocation for their award. From Class Counsel's perspective, this email is accurate, not misleading, and Anthropic does not object to this follow-up email being sent.

For these reasons, the parties jointly request that the Court approve the dissemination of
1 the attached email notice, whose language is reprised above.
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1 Dated: December 30, 2025
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ATTESTATION

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

Dated: December 30, 2025

/s/ Justin Nelson