

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

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

Plaintiffs,

v.

ANTHROPIC PBC,

Defendants.

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

Hon. William Alsup

**CLASS ACTION SETTLEMENT  
AGREEMENT**

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into by and among Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ, Inc., (“Plaintiffs”), for themselves individually and on behalf of the Class, and Anthropic PBC (“Defendant”). (Plaintiffs and Defendant are referred to individually as “Party” and collectively referred to as the “Parties.”) This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

**1. DEFINITIONS**

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 “**Action**” means the case captioned *Bartz et al. v. Anthropic PBC*, No. 3:24-cv-05417-WHA (N.D. Cal.).

1.2 “**Agreement**” or “**Settlement Agreement**” or “**Settlement**” means this Class Action Settlement Agreement.

1           1.3    “**Approved Claim**” means a Claim Form submitted by a Class Member that is  
2 (a) timely and submitted in accordance with the directions on the Claim Form and the terms of this  
3 Agreement, (b) fully completed and physically or electronically signed by the Class Member, and  
4 (c) satisfies the conditions of eligibility for a Settlement Payment as set forth in this Agreement.

5           1.4    “**Authors Coordination Counsel**” means the law firm of Cowan DeBaets Abrahams  
6 & Sheppard LLP and Fairmark Partners LLP.

7           1.5    “**Claim Form**” means the document substantially in the form as approved by the  
8 Court. To be eligible for a Settlement Payment, Class Members must submit a Claim Form which  
9 will be available electronically and in paper format. The Claim Form will require a claiming Class  
10 Member to provide the following information for each work: (i) full name or business name, (ii)  
11 current mailing address, (iii) the title(s) of copyrighted book(s), (iv) an International Standard Book  
12 Numbers (ISBN) or Amazon Standard Identification Numbers (ASIN) for the book(s) listed, and  
13 (v) the United States Copyright Office Registration number for the works. Subject to the provisions  
14 governing the Working Group (described below in Section 6.1(c), below), the Claim Form will be  
15 presented to the Court for approval on or before September 30, 2025. The Settlement Administrator  
16 may require additional information that is reasonably necessary to process claims and deter  
17 fraudulent submissions. A Class Member who purports to be the legal or beneficial owner of  
18 multiple works will be able to submit a single Claim Form listing all eligible works. The electronic  
19 Claim Form will provide Class Members with the option of having any cash portion of their  
20 Settlement Payment(s) transmitted to them electronically, through Automated Clearing House  
21 (“ACH”) direct deposit, Zelle, or via check.

22           1.6    “**Claims Deadline**” means the date by which all Claim Forms must be postmarked  
23 or submitted electronically to be considered timely. The deadline shall be set as a date no later than  
24 one hundred twenty (120) days following the Notice Date, subject to Court approval. The Claims  
25

1 Deadline shall be clearly set forth in the order preliminarily approving the Settlement, as well as in  
2 the Notice and the Claim Form.

3 1.7 “**Class**” means the “LibGen & PiLiMi Pirated Books Class” certified by the Court of  
4 legal and beneficial owners of works included on the “Works List”: All beneficial or legal  
5 copyright owners of the exclusive right to reproduce copies of any book in the versions of LibGen  
6 or PiLiMi downloaded by Anthropic as contained on the Works List. “Book” refers to any work  
7 possessing an ISBN or ASIN which was registered with the United States Copyright Office within  
8 five years of the work’s first publication and which was registered with the United States Copyright  
9 Office before being downloaded by Anthropic (the Download Date as defined in Section 1.14), or  
10 within three months of publication. Excluded are the directors, officers and employees of  
11 Anthropic, personnel of federal agencies, and district court personnel. For avoidance of doubt, only  
12 legal and beneficial owners of works included on the Works List are in the Class.

13 1.8 “**Class Counsel**” means the law firms Susman Godfrey LLP and Lieff Cabraser  
14 Heimann & Bernstein, LLP who have been appointed as Co-Lead Class Counsel by the Court.

15 1.9 “**Class Member**” means a person who falls within the definition of the Class and  
16 who (a) does not submit a valid request for exclusion from the Class or (b) has submitted a valid  
17 request to be re-included in the Settlement.

18 1.10 “**Class Representatives**” means named plaintiffs Andrea Bartz, Inc., Charles  
19 Graeber, and MJ + KJ, Inc. who have been appointed as Class representatives by the Court.

20 1.11 “**Court**” means the United States District Court for the Northern District of  
21 California, San Francisco Division, the Honorable William Alsup presiding, or any judge who shall  
22 succeed him as the Judge assigned to the Action.

23 1.12 “**Defendant**” or “**Anthropic**” means Anthropic PBC, a Delaware corporation.  
24  
25

1.13 “**Defendant’s Counsel**” or “**Anthropic’s Counsel**” means the law firms Arnold & Porter Kaye Scholer LLP, Cooley LLP, Latham & Watkins LLP, Morrison & Foerster LLP, and all other counsel who have entered an appearance for Anthropic in this Action.

1.14 “**Download Date**” means August 10, 2022 for purposes of this Agreement.

1.15 “**Effective Date**” means one business day following the later of: (a) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (b) if there is an appeal or appeals (other than ones solely with respect to the Fee Award and/or service awards), the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (c) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.16 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation that will constitute a court-approved Qualified Settlement Fund (QSF) for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations and shall be responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements with respect to the QSF. All taxes on income or interest generated by the Settlement Fund shall be paid out of the Settlement Fund. All such funds in the Escrow Account shall be invested in the following types of accounts and/or instruments and no

1 other: (a) demand deposit accounts; (b) time deposit accounts and certificates of deposit; (c) United  
2 States Treasury bills; or (d) other instruments backed by the full faith and credit of the United States  
3 Government. The costs of establishing and maintaining the Escrow Account shall be paid from the  
4 Settlement Fund.

5 1.17 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs and  
6 expenses to Class Counsel approved by the Court to be paid out of the Settlement Fund.

7 1.18 “**Final Approval**” means the Court’s order finally approving the Settlement  
8 Agreement and approving the form and manner of the Notice.

9 1.19 “**Final Approval Hearing**” means the hearing before the Court where the Plaintiffs  
10 will request that the Final Judgment be entered by the Court finally approving the Settlement as fair,  
11 reasonable, and adequate, and determining the Fee Award and any service award to the Class  
12 Representatives.

13 1.20 “**Final Judgment**” means the final judgment to be entered by the Court confirming  
14 approval of the Class for purposes of Settlement, approving the settlement of the Action in  
15 accordance with this Settlement Agreement after the Final Approval Hearing, and dismissing the  
16 Action with prejudice.

17 1.21 “**Liquidity Event**” means the consummation of (a) Liquidation Transaction (as  
18 defined in Anthropic’s certificate of incorporation as amended from time to time) or (b) an initial  
19 public offering of Anthropic common stock pursuant to a registration statement under the Securities  
20 Act of 1933, as amended, that results in gross proceeds to Anthropic of at least ten billion dollars  
21 (\$10,000,000,000).

22 1.22 “**Notice**” means the notice of this proposed Settlement and Final Approval Hearing,  
23 which, subject to Court approval, is to be disseminated to the Class substantially in the manner set  
24 forth in this Settlement Agreement and in the Motion for Preliminary Approval and any subsequent  
25

1 modifications that may occur after the process described in Section 6.1(c) and which fulfills the  
2 requirements of Due Process and Federal Rule of Civil Procedure 23, and for which the exhibits  
3 attached to the Motion for Preliminary Approval will serve as models, subject to modification by  
4 the Working Group process as outlined in Section 6.1(c) and subject to Court approval.

5 1.23 “**Notice Date**” means the date by which the Notice is disseminated to the Class,  
6 which shall be a date no later than sixty (60) days after entry of Preliminary Approval or such other  
7 date as approved by the Court.

8 1.24 “**Objection/Exclusion Deadline**” means the date by which a written objection to the  
9 Settlement Agreement must be filed with the Court or a request for exclusion submitted by a person  
10 otherwise within the Class must be postmarked or received by the Settlement Administrator, which  
11 shall be designated as a date sixty (60) days after the Notice Date, or other date ordered by the Court.  
12 The Objection/Exclusion Deadline will be set forth in the Notice and on the Settlement Website.  
13 Prior to the Objection/Exclusion Deadline, Class Counsel will file their Motion for Fees, Costs, and  
14 Service Awards and post these documents on the Settlement website.

15 1.25 “**Preliminary Approval**” means the Court’s Order preliminarily approving the  
16 Settlement Agreement and approving the form and manner of the Notice.

17 1.26 “**Publishers’ Coordination Counsel**” means the law firms Edelson PC and  
18 Oppenheim + Zembrak, LLP.

19 1.27 “**Qualified Financing**” means the issuance and sale by Anthropic of preferred stock  
20 for bona fide capital raising purposes in a single transaction or series of related transactions yielding  
21 gross proceeds to Anthropic of at least five billion dollars (\$5,000,000,000.00). For the avoidance  
22 of doubt, Anthropic’s Series F financing shall not constitute a Qualified Financing for purposes of  
23 this Agreement.  
24  
25

1           1.28    “**Re-Inclusion Deadline**” means the date by which a written request by a person or  
2 entity that has previously submitted a request for exclusion must submit a new request to be re-  
3 included in the Settlement, which shall be designated as thirty (30) days after the  
4 Objection/Exclusion Deadline, or other date ordered by the Court.

5           1.29    “**Released Claims**” means any and all claims or causes of action for any relief of  
6 any kind including, but not limited to, actual damages, statutory damages, liquidated damages,  
7 penalties, injunctive relief, declaratory relief, attorneys’ fees and costs, expenses and interest,  
8 liabilities, demands, or lawsuits against the Released Parties arising from Defendant’s alleged past  
9 torrenting (including uploading and seeding), scanning, retention, and use of works, including  
10 training, research, development, and production of AI models and associated products and services  
11 of works on the “Works List” as of the date of preliminary approval of the Settlement. For purposes  
12 of clarity, no claims based on the output of AI models are released. For the avoidance of doubt,  
13 Released Claims extend only to past claims on the Works List. There will be no release of any  
14 claims for future reproduction, distribution and/or creation of derivative works of the works on the  
15 Works List. The release does not constitute, in any respect, a license to torrent, scan, or train AI  
16 models on any copyrighted works, or to create infringing outputs from AI models.       Released  
17 Claims do not extend to any activity or conduct that occurs or occurred after August 25, 2025.

18           1.30    “**Released Parties**” means Anthropic PBC and its subsidiaries, and each of their  
19 principals, employees, and representatives. Nothing in this Settlement Agreement releases or has  
20 released any party for infringement directly committed by any party other than the Released Parties.

21           1.31    “**Releasing Parties**” means Plaintiffs, the Class Members, and their respective  
22 present or past heirs, executors, estates, administrators, assigns, and agents.

23           1.32    “**Settlement Administration Expenses**” means the expenses reasonably incurred by  
24 the Settlement Administrator in or relating to administering the Settlement including without  
25

1 limitation expenses incurred in connection with providing Notice, creating and maintaining the  
2 Settlement Website, mailing checks or electronic processing of Settlement Payments, paying the  
3 fees of the escrow agent, paying the fees of any Special Masters incurred in connection with the  
4 resolution of any disputes over copyright ownership as provided for in Section 5.1(h) hereto, and  
5 tax obligations, with all such expenses to be paid from the Settlement Fund.

6 1.33 “**Settlement Administrator**” means JND Legal Administration, subject to approval  
7 of the Court, which will provide the Notice as set forth herein, create and maintain the Settlement  
8 Website, send Settlement Payments to Class Members, be responsible for any tax reporting, and  
9 perform such other settlement administration matters set forth herein, contemplated by the  
10 Settlement, and/or ordered by the Court.

11 1.34 “**Settlement Fund**” means the non-reversionary settlement fund that shall be  
12 established by the Defendant, subject to potential adjustments in Section 2.1, of one billion five  
13 hundred million U.S. Dollars (\$1,500,000,000.00), plus all interest earned thereon, plus additional  
14 payments by Anthropic of \$3,000/book (to be placed in the Escrow Account) for each Class work  
15 above 500,000 added to the Works List by Anthropic. The Settlement Fund shall be used to pay (1)  
16 all Settlement Payments to Class Members with Approved Claims, (2) Settlement Administration  
17 Expenses, (3) any service award to each Class Representative approved by the Court, (4) any Fee  
18 Award to be decided by the Court, (5) for the services of a Special Master as contemplated in Section  
19 5.1(h), and (6) for the services of industry expert members of the working group, including the Hon.  
20 Layn Phillips, to the extent any are required. There will be no reversion of the Settlement Fund to  
21 Anthropic, any insurer, or Released Party. Any unclaimed funds will be distributed to Class  
22 Members on a pro rata basis consistent with prior distributions, except if the costs of distributing  
23 any additional payments exceed the amount to be distributed. If an additional distribution or  
24 distributions are not feasible, such funds shall be distributed to a *cy pres* recipient suggested by  
25



1 Plaintiffs and agreed upon by Anthropic (whose consent shall not be unreasonably withheld) and  
 2 approved by the Court on application from Class Counsel. To the fullest extent possible, the intent  
 3 is to eliminate any *cy pres* award so that the entire amount is distributed to Class Members. If the  
 4 costs of mail notice make a final distribution prohibitive, the Settlement Administrator may make  
 5 the payments to those able to receive electronic transfers so that class members are able to receive  
 6 any remainder.

7 1.35 “**Settlement Payment**” means payment from the Settlement Fund to each Class  
 8 Member who timely submits a valid Claim Form. Such payments will be distributed on an equal-  
 9 per-work basis, after deduction of any fees, expenses, or service awards approved by the Court.

10 1.36 “**Settlement Website**” means the website at  
 11 www.AnthropicCopyrightSettlement.com to be created, launched, and maintained by the  
 12 Settlement Administrator, and which allows for the electronic submission of Cash Claim Forms and  
 13 provides access to relevant settlement administration documents, including the Notice, relevant case  
 14 documents, and other relevant material.

15 1.37 “**Works List**” means the list of Books (as defined in Section 1.7) and includes for  
 16 each work: the title, author(s), publisher, an ISBN and/or ASIN, and United States copyright  
 17 registration number.

## 18 **2. SETTLEMENT RELIEF**

### 19 **2.1 Settlement Payments to Class Members.**

20 a. **Settlement Fund to Be Paid in Installments.** Subject to Section 2.2(b) below,  
 21 Defendant shall fund the Settlement Fund in four (4) installments as follows:

22 i. within five (5) business days of Preliminary Approval, Defendant shall pay  
 23 three hundred million dollars (\$300,000,000.00);

24 ii. within five (5) business days of entry of Final Approval, Defendant shall pay  
 25

1 an additional three hundred million dollars (\$300,000,000.00);

2 iii. Defendant shall pay an additional four hundred fifty million dollars  
3 (\$450,000,000.00) (“Scheduled Payment 1”) no later than twelve months  
4 after the entry of Preliminary Approval (the “Scheduled Payment 1 Date”),  
5 provided that, in the event a Qualified Financing or Liquidity Event occurs  
6 prior to the Scheduled Payment 1 Date, the Scheduled Payment 1 shall be  
7 payable within thirty (30) days of the later of (i) the final closing of such  
8 Qualified Financing or Liquidity Event-and (ii) the date of Final Approval;  
9 and

10 iv. Defendant shall pay an additional four hundred fifty million dollars  
11 (\$450,000,000.00) (“Scheduled Payment 2”) no later than twenty-four (24)  
12 months after the entry of Preliminary Approval (the “Schedule Payment 2  
13 Date”), provided that, in the event a Qualified Financing or Liquidity Event  
14 occurs subsequent to the payment of Scheduled Payment 1 and prior to the  
15 Scheduled Payment 2 Date, Scheduled Payment 2 shall be payable within  
16 thirty (30) days of the final closing of such Qualified Financing or Liquidity  
17 Event.

18 v. Each of Scheduled Payment 1 and Scheduled Payment 2 shall accrue interest  
19 at the three-month Treasury bill rate, compounded monthly, starting from the  
20 date of Preliminary Approval through the date that the payment is made to  
21 the Settlement Fund. The applicable three-month Treasury bill rate for a  
22 month shall be based on the three-month Treasury bill rate (Daily Treasury  
23 Par Yield Curve Rate) on the last business day of the prior month (or, for the  
24 first month, such rate on the last business day prior to the Preliminary  
25

1 Approval date).

2 vi. Other than the Settlement Fund and the payments listed above, Anthropic will  
3 have no financial obligation to Class Members, Class Counsel, any other  
4 attorney representing any Class Member or the Settlement Administrator  
5 with respect to the Released Claims. The Settlement Fund represents the total  
6 extent of Anthropic's monetary obligation under this Agreement.

7 vii. Anthropic shall make the payments to the Settlement Fund set forth in Section  
8 2.1(a)(i)-(iv) on the schedule set forth above, regardless of the pendency of  
9 any appeal from the Final Approval order.

10 b. **Adjustments of the Settlement Fund.** If, as a result of additions to the Works List  
11 by Anthropic, the total number of unique works exceeds five hundred thousand (500,000),  
12 Defendant shall increase the total amount of the Settlement Fund by three thousand dollars (\$3,000)  
13 for each additional work, with any additional payments to be made proportionally on the same  
14 schedule identified in Section 2.1(a) above.

15 c. **Method of Allocation.** To receive a Settlement Payment each Class Member entitled  
16 to such a payment must file a Claim Form by the Claims Deadline. Each Class Member with an  
17 Approved Claim shall be entitled to a Settlement Payment allocated in accordance with the  
18 forthcoming Plan of Allocation.

19 d. **Disbursement of Cash Payments from Settlement Fund.** Within twenty-eight (28)  
20 days of the Effective Date, or such other subsequent date or dates as the Court may set or Class  
21 Counsel shall determine, the Settlement Administrator shall send Settlement Payments from the  
22 Settlement Fund to Class Members.

23 e. **Method of Settlement Payments to Class Members.** Class Members will have the  
24 option of having their Settlement Payment transmitted to them through, Zelle, ACH direct deposit,  
25

1 or check via mail. Class Members who do not choose a payment method on the Claim Form will be  
2 sent a check via First Class mail as updated through the National Change of Address database if  
3 necessary, by the Settlement Administrator.

4 f. **Delinquent or Missed Installment Payments:** If Defendant fails to timely make  
5 any installment or scheduled payment to the Settlement Fund, Defendant shall have thirty (30) days  
6 from the date that the installment payment was due to make the delinquent payment (the “Grace  
7 Period”). Defendant agrees that if any Grace Period expires without Defendant having paid the  
8 amount due, Defendant shall pay the amount due and payable with interest earned daily thereon at  
9 the three-month Treasury bill rate (as of the due date of the delinquent installment payment) plus an  
10 additional nine percent (9%) per annum, compounded weekly. If Defendant fails to pay any amount  
11 due and payable, plus interest earned thereon, within ninety (90) days of any due date, all of  
12 Defendant’s payment obligations under this Settlement Agreement, to the extent not yet paid by  
13 Defendant, shall be due and payable to the Settlement Fund immediately.

14 g. **Unclaimed Settlement Payments.** Each cash payment issued to a Class Member  
15 by check will state on the face of the check that it will become null and void unless cashed within  
16 ninety (90) calendar days after the date of issuance. In the event that an electronic deposit to a Class  
17 Member is unable to be processed, the Settlement Administrator shall attempt to contact the Class  
18 Member within thirty (30) calendar days to correct the problem. To the extent that a check issued to  
19 a Class Member is not cashed within ninety (90) days after the date of issuance or an electronic  
20 deposit is unable to be processed within ninety (90) days of the first attempt, such funds will remain  
21 in the Settlement Fund to be re-distributed to Class Members who cashed their checks or  
22 successfully received their electronic payments. Any such distribution shall be apportioned on a pro  
23 rata basis consistent with prior distributions to participating Class Members in an additional  
24 distribution, if practicable. If an additional distribution or distributions is not feasible, such funds  
25

1 shall be distributed to a *cy pres* recipient suggested by Plaintiffs and agreed upon by Anthropic  
2 (whose consent shall not be unreasonably withheld) and approved by the Court on application from  
3 Class Counsel. To the fullest extent possible, the intent is to eliminate any *cy pres* award so that the  
4 entire amount is distributed to class members. If the costs of mail notice make a final distribution  
5 prohibitive, the Settlement Administrator may make the payments to those able to receive electronic  
6 transfers so that Class Members are able to receive any remainder. No amount paid into the  
7 Settlement shall revert to Defendant or any other Released Party unless the Settlement is terminated  
8 in accordance with sections 7.1 or 7.2. All costs associated with the disposition of residual funds—  
9 whether through additional distributions to Class Members or to a *cy pres* recipient—shall be borne  
10 solely by the Settlement Fund.

11 h. **Post Distribution Accounting.** Within twenty one (21) calendar days after the  
12 distributions referenced in this Section 2.1, the Parties will file with the Court a Post-Distribution  
13 Accounting as contemplated in the Northern District of California Procedural Guidance for Class  
14 Action Settlements.

15 2.2 **Dataset Destruction Obligations.** Anthropic will destroy all the original files of  
16 works torrented/downloaded from Library Genesis or Pirate Library Mirror, and any copies that  
17 originate from the torrented copies. For the avoidance of doubt, Anthropic will not delete any  
18 scanned copies of the works, or any copies that originate from the scanned copies. Anthropic will  
19 perform this destruction within thirty (30) days of final judgment and serve written certification of  
20 this deletion to Class Counsel. Notwithstanding the foregoing destruction obligation, nothing in this  
21 Section shall require action inconsistent with Anthropic's existing legal preservation obligation or  
22 obligation pursuant to court order under either U.S. or international law.

### 23 3. RELEASE

24 3.1 **The Release.** Upon the Effective Date, and in consideration of the settlement  
25

1 relief described herein, the Releasing Parties, and each of them, shall be deemed to have released,  
 2 and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished  
 3 and discharged all Released Claims against each and every one of the Released Parties, except as  
 4 otherwise provided herein. Anthropic represents that neither the LibGen or PiLiMi datasets, nor any  
 5 portions of those datasets, were in the training corpus of any of its commercially released large  
 6 language models.

7 3.2. **Waiver of Section 1542.** The foregoing Release is expressly intended to cover and  
 8 include all claims, whether known or unknown, suspected or unsuspected, that can or may ever be  
 9 asserted, or could have been asserted, with respect to the Released Claims. Although the Release is  
 10 not intended to be a general release, to the extent it could be construed as narrowing the scope of  
 11 the Release, Releasing Parties expressly waive any rights or benefits available to them under the  
 12 provisions of Section 1542 of the California Civil Code or any similar law or principle under the  
 13 laws of any other jurisdiction. Section 1542 provides:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
 15 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
 16 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
 17 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
 18 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
 19 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
 20 OR RELEASED PARTY.

#### 18 4. NOTICE TO THE CLASS

19 4.1 **Works List.** Class Counsel shared a draft Works List with Anthropic on September  
 20 1, 2025 with Anthropic. Anthropic will, by September 15, 2025, share any proposed revisions to the  
 21 draft Works List. For the following two weeks, until September 30, 2025, the Parties will meet and  
 22 confer in good faith to address any revisions (including additional revisions from Class Counsel and  
 23 Anthropic) to the Works List. The Parties will submit to the Court a joint Works List on or before  
 24 October 10, 2025. Any disputes over the composition of the Works List will be adjudicated by the  
 25

1 Court and raised on or before October 10, 2025. The final Works List shall promptly be provided to  
2 the Settlement Administrator. The Settlement Administrator will not publish the Works List, but  
3 shall maintain a searchable database on the Settlement Website that allows potential Class Members  
4 to search by author, title, publisher, ISBN number, U.S. Copyright Office Registration Number, or  
5 ASIN number to determine whether works in which they may have copyright interests are included  
6 in the Settlement. To the extent the Settlement is terminated for any reason, the Parties agree that  
7 all exchanged versions of the Works List shall be considered confidential settlement  
8 communications protected by FRE 408 and no Party may use those Works Lists for purposes other  
9 than in connection with the Settlement, including as any admission by any Party of any kind.

10       4.2     **Class List.** Based on the Works List, the Settlement Administrator with the  
11 assistance of the Parties, Class Counsel, and Publishers' Coordinating Counsel shall compile the  
12 following data for all persons in the Class (to the extent such information is available through  
13 reasonable efforts) (the "Class List") as soon as practicable, but by no later than twenty-eight (28)  
14 days after receipt of the Works List: (1) all available contact information (including name, last  
15 known e-mail address, and last known mailing addresses) of each person or entity identified on the  
16 Works List as having copyright interests in the Works List; (2) the specific works from the Works  
17 List in which each Class Member has a copyright interest; and (3) the nature of each Class Member's  
18 copyright interest (e.g., legal or beneficial owner). Anthropic's obligation shall be limited to  
19 providing any information in its possession, custody, or control. The Settlement Administrator shall  
20 keep the Class List and all personal information obtained therefrom, including but not limited to the  
21 identity, mailing addresses, and e-mail addresses of all persons, strictly confidential. The Class List  
22 may not be used by the Settlement Administrator for any purpose other than settlement  
23 administration, including advising specific individual Class Members of their rights under the  
24 Settlement, reviewing Claim Forms, calculating and processing Settlement Payments, and otherwise  
25

1 effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the  
2 provision of Notice of the Settlement. The Settlement Administrator may share such information  
3 from the Class List with Class Counsel as may be necessary for Class Counsel to respond to Class  
4 Member inquiries or monitor implementation of the Settlement.

5       4.3     **Update Addresses.** Prior to mailing any Notice or Settlement Payment, the  
6 Settlement Administrator will update the addresses of Class Members on the Class List using the  
7 National Change of Address database and other available resources deemed suitable by the  
8 Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the  
9 correct address of any Class Members for whom Notice is returned by the U.S. Postal Service as  
10 undeliverable and shall attempt re-mailings.

11       4.4     **Direct Notice.** No later than the Notice Date, the Settlement Administrator shall send  
12 Notice via e-mail, substantially in the form of that attached to the Motion for Preliminary Approval,  
13 to all potential Class Members for whom an email address is available, and shall send the Postcard  
14 Notice via First Class U.S. Mail, substantially in the form of that attached to the Motion for  
15 Preliminary Approval, to all potential Class Members for whom a physical mailing address is  
16 available. Notices sent pursuant to this Section to recipients located in Canada shall be sent in  
17 English and French. The Settlement Administrator shall also maintain a toll-free telephone line, a  
18 monitored email inbox, and a dedicated P.O. Box to answer Class Member inquiries and receive  
19 correspondence.

20       4.5     **Internet Notice.** Within seven (7) days after the entry of Preliminary Approval, the  
21 Settlement Administrator will create, develop, host, administer, and maintain the Settlement  
22 Website ([www.AnthropicCopyrightSettlement.com](http://www.AnthropicCopyrightSettlement.com)), containing the Notice substantially in the form  
23 of that attached to the Motion for Preliminary Approval, other important case documents, the  
24 searchable Works List database allowing Class Members to search for works by author, title,  
25



1 publisher, ISBN, ASIN, or U.S. Copyright Office Registration Number, and year of first publication,  
2 and the ability to file Claim Forms online. The Settlement Website will also provide case updates  
3 and further information about the Settlement and the Action. The Settlement Website, as well as the  
4 Settlement Agreement presented therein, shall be published in English and French.

5       4.6     **Trade Media Notice.** The Settlement Administrator shall place notice in appropriate  
6 publications on or before the Notice Date, including but not limited to: *Publishers Weekly*, and *The*  
7 *Atlantic*, *The Toronto Star*, *The Globe and Mail*, and *La Presse*. The trade media notice shall be  
8 substantially in the form of that attached to the Motion for Preliminary Approval, and the print  
9 advertisement to be placed in trade media shall be substantially in the form of that attached to the  
10 Motion for Preliminary Approval.

11       4.7     **GDN Notice.** The Settlement Administrator will arrange for an extensive online  
12 notice plan over a four-week period through the Google Display Network. All impressions will be  
13 targeted to likely authors and/or publishers. The GDN activity will target Adults twenty-five (25)  
14 years of age or older who (1) are in-market for Book Promotion Services and Information, Literary  
15 Agents, Book Publishing Services, Book Publishers, and Publishers Accepting Submissions;  
16 (2) have browsed websites such as selfpublishing.com, janefriedman.com, scribophile.com,  
17 thebookseller.com, publishersweekly.com, publishingperspectives.com, chronicle.com,  
18 writersdigest.com, thebookdesigner.com, insidehighered.com, edupub.org, and reedsy.com; and/or  
19 (3) have searched Google for relevant terms including AI training data, manuscript, amazon kdp,  
20 Claude AI, books used to train AI, Reedsy, critique circle, ASIN, copyright law, indie author, AI  
21 copyright, Scribophile, author royalties, book publishing, AI ethics, publishing rights, pirated books,  
22 copyright registration, copyright infringement, author lawsuit, LibGen, and how to publish a book.  
23 These display advertisements shall be substantially in the form of that attached to the Motion for  
24 Preliminary Approval.

1           4.8     **Facebook and Instagram Notice.** The Settlement Administrator will arrange for  
2 online notice activity on Facebook and Instagram targeting adults twenty-five (25) years of age or  
3 older with job titles including Journalist/Writer, Online Publisher, and Publisher, and/or who have  
4 additional interests in book publishing, bookselling, electronic publishing, Nobel prize in literature,  
5 publishing, and self-publishing. These display advertisements shall be substantially in the form of  
6 that attached to the Motion for Preliminary Approval.

7           4.9     **Reddit Notice.** The Settlement Administrator will arrange for online notice activity  
8 on Reddit targeting Adults eighteen (18) years of age or older who utilize keywords such as amazon  
9 kdp, ASIN, author lawsuit, author royalties, AI copyright, AI ethics, AI training data, book  
10 publishing, books used to train AI, Claude AI, copyright infringement, copyright law, copyright  
11 registration, critique circle, indie author, ISBN, how to publish a book, LibGen, manuscript, pirated  
12 books, publishing rights, Reedsy, and Scribophile; and/or who participate in communities including  
13 r/selfpublishing, r/publishing, r/selfpublish, r/writers, and r/writing. These display advertisements  
14 shall be substantially in the form of that attached to the Motion for Preliminary Approval.

15           4.10    **Press Release Notice.** The Settlement Administrator will distribute a press release  
16 at the start of the Notice campaign to major media outlets in the United States, England, and Canada,  
17 including those covering books, publishing, higher education, and technology. The press release to  
18 be distributed at the start of the Notice campaign shall be substantially in the form of that attached  
19 to the Motion for Preliminary Approval. Press releases sent to Canadian outlets will be sent in both  
20 English and French.

21           4.11    **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the  
22 Agreement is filed with the Court, the Settlement Administrator shall cause to be served upon the  
23 Attorneys General of each U.S. State in which Class Members reside, the Attorney General of the  
24  
25

1 United States, and other required government officials, notice of the proposed settlement as required  
2 by law.

3       4.12 **Notice Contents.** The Notice shall advise the Class of their rights under the  
4 Settlement Agreement, including the right to be excluded from or object to the Settlement  
5 Agreement or its terms. The Notice shall inform Class Members that the Class includes all persons  
6 or entities that are legal or beneficial copyright owners of the works identified in the Works List.  
7 The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted  
8 in support of said objection, shall be considered by the Court at the Final Approval Hearing, only  
9 if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice,  
10 the person making an objection shall file notice of his, her, or their intention to do so and at the same  
11 time (a) file copies of such papers they propose to submit at the Final Approval Hearing clearly  
12 identifying the case name and number (*Bartz v. Anthropic PBC*, No. 3:24-cv-05417-WHA (N.D.  
13 Cal.)); (b) submit such papers to the Court either by filing them electronically or in person at any  
14 location of the United States District Court for the Northern District of California or by mailing  
15 them to the Class Action Clerk, United States District Court for the Northern District of California,  
16 San Francisco Division; and (c) file such papers on or before the Objection/Exclusion Deadline.

17       4.13 **Right to Object or Comment.** Any Class Member can object or comment upon the  
18 Settlement. Any Class Member who intends to object to this Settlement Agreement must present  
19 the objection in writing, which must be personally signed by the objector and must include: (a) the  
20 Class Member's full name and current address; (b) identification of the specific work(s) in the  
21 Works List in which the objector claims a copyright interest, including title, author, U.S. Copyright  
22 Office Registration Number, and ISBN/ASIN; (c) a statement describing the objector's copyright  
23 interest in the identified work(s); (d) the specific grounds for the objection; (e) all documents or  
24 writings that the Class Member desires the Court to consider; (f) the name and contact information  
25

1 of any and all attorneys representing, advising, or in any way assisting the objector in connection  
 2 with the preparation or submission of the objection or who may profit from the pursuit of the  
 3 objection; and (g) a statement indicating whether the objector intends to appear at the Final Approval  
 4 Hearing (either personally or through counsel, who must file an appearance or seek pro hac vice  
 5 admission in accordance with the Local Rules). All written objections must be filed with or delivered  
 6 to the Court and be filed or delivered to the Court no later than the Objection/Exclusion Deadline.  
 7 To the extent that the objection attaches confidential documents, such as author agreements,  
 8 acquisition agreements or assignments, those documents may be filed under seal, as highly  
 9 confidential pursuant to the Protective Order in the case. Any Class Member who fails to timely file  
 10 a written objection with the Court and any notice of his or her intent to appear at the Final Approval  
 11 Hearing in accordance with the terms of this Section and as detailed in the Notice shall not be  
 12 permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be  
 13 foreclosed from seeking any review of this Settlement Agreement or Final Judgment by appeal or  
 14 other means and shall be deemed to have waived his or her objections and be forever barred from  
 15 making any such objections in the Action or any other action or proceeding.

16       4.14 **Right to Request Exclusion.** Any person or entity in Class can exclude a work or  
 17 multiple works from inclusion in the Settlement by submitting a request for exclusion from the  
 18 Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion  
 19 must (a) be in writing; (b) identify the case name *Bartz v. Anthropic PBC*, No. 3:24-cv-05417-WHA  
 20 (N.D. Cal.); (c) state the full name and current address of the person seeking exclusion; (d) identify  
 21 the specific work(s) from the Works List from which they seek exclusion, including title, author,  
 22 U.S. Copyright Office Registration Number, and ISBN/ASIN; (e) describe the person's copyright  
 23 interest in the identified work(s); (f) be signed by the person(s) seeking exclusion or their authorized  
 24 representative; and (g) be postmarked or received by the Settlement Administrator on or before the  
 25

1 Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect  
2 that “I hereby request to be excluded from the proposed Class in *Bartz v. Anthropic PBC*, No. 3:24-  
3 cv-05417-WHA (N.D. Cal.).” A request for exclusion that does not include all of the foregoing  
4 information, that is sent to an address or e-mail address other than that designated in the Notice, or  
5 that is not postmarked or delivered to the Settlement Administrator within the time specified, shall  
6 be invalid and the persons serving such a request shall be deemed to remain Class Members and  
7 shall be bound as Class Members by this Settlement Agreement, if approved. Any person who elects  
8 to request exclusion from the Class shall not (a) be bound by any orders or Final Judgment entered  
9 in the Action; (b) receive a Settlement Payment under this Settlement Agreement; (c) gain any rights  
10 by virtue of this Settlement Agreement; or (d) be entitled to object to or appeal from any aspect of  
11 this Settlement Agreement or Final Judgment. No person may request to be excluded from the Class  
12 through “mass” or “class” opt-outs, meaning, *inter alia*, that each individual who seeks to opt out  
13 must mail an individual, separately signed request to the Settlement Administrator that complies  
14 with all requirements of this paragraph. Within seven (7) days after the Objection/Exclusion  
15 deadline has passed, for each valid request for exclusion that the Settlement Administrator has  
16 received, the Settlement Administrator shall take reasonable steps to contact all other parties who  
17 submitted a valid claim for the Work requested to be excluded, informing them that another class  
18 member has requested exclusion of the Work.

19       **4.15 Right to Request Re-Inclusion.** Any person or entity in the Class who submitted a  
20 valid request for exclusion, subject to the terms of this Agreement, will have 30 days from the  
21 Objection/Exclusion Deadline to submit a request for re-inclusion. To be valid, any request for re-  
22 inclusion must: (a) be in writing; (b) identify the case name *Bartz v. Anthropic PBC*, No. 3:24-cv-  
23 05417-WHA (N.D. Cal.); (c) state the full name and current address of the person seeking re-  
24 inclusion; (d) identify the specific work(s) from the Works List from which they seek re-inclusion,  
25

including title, author, and ISBN/ASIN; (e) describe the person's copyright interest in the identified work(s); (f) identify whether the person seeking re-inclusion is aware of any other copyright interests in the identified work(s); (g) be signed by the person(s) seeking re-inclusion or their authorized representative; and (h) be postmarked or received by the Settlement Administrator on or before the Re-Inclusion Deadline. Each request for re-inclusion must also contain a statement to the effect that "I hereby request to be included in the proposed Class in *Bartz v. Anthropic PBC*, No. 3:24-cv-05417-WHA (N.D. Cal.). This request supersedes my previous request for exclusion." The submission of a valid request for re-inclusion shall constitute the final, binding decision of the requesting Class Member as it pertains to the requested work(s). For each valid request for re-inclusion that the Settlement Administrator receives, the Settlement Administrator shall take reasonable steps within seven (7) days of receipt to contact other parties that submitted valid claims for the re-included work(s) and inform them that another class member has requested re-inclusion of the work(s). Any person or entity who elects to request re-inclusion shall be bound as Class Members by this Settlement Agreement, if approved.

## 5. SETTLEMENT ADMINISTRATION

### 5.1 Settlement Administrator's Duties.

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the CAFA Notices and Notice to the Class as provided in Section 4 of this Settlement Agreement.

b. *Undeliverable Notice via Mail.* If any Notice sent via mail is returned as undeliverable, the Settlement Administrator shall forward it to any forwarding addresses provided by the postal service. If no such forwarding address is provided, the Settlement Administrator shall perform skip traces to attempt to obtain the most recent addresses for such Class Members.

c. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement

1 Administrator shall maintain all such records as required by applicable law in accordance with its  
2 business practices and such records will be made available to Class Counsel and Defendant's  
3 Counsel upon request. The Settlement Administrator shall also provide reports and other  
4 information to the Court as the Court may require. The Settlement Administrator shall provide Class  
5 Counsel and Defendant's Counsel weekly reports concerning Notice, requests for exclusion, pro  
6 rata Settlement Payment calculations, and administration and implementation of the Settlement.

7 d. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive  
8 requests for exclusion from persons in the Class and provide to Class Counsel and Defendant's  
9 Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. Within seven (7)  
10 days after the Objection/Exclusion deadline has passed, for each valid request for exclusion that the  
11 Settlement Administrator has received, the Settlement Administrator shall take reasonable steps to  
12 contact all other parties who submitted a valid claim for the work(s) requested to be excluded,  
13 informing them that another class member has requested exclusion of the work(s). If the Settlement  
14 Administrator receives any requests for exclusion or other requests from Class Members after the  
15 Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof  
16 to Class Counsel and Defendant's Counsel.

17 e. *Receipt of Requests for Re-Inclusion.* The Settlement Administrator shall  
18 receive requests for re-inclusion from persons in the Class and provide to Class Counsel and  
19 Defendant's Counsel a copy thereof within five (5) days of the Re-Inclusion Deadline. For each  
20 valid request for re-inclusion that the Settlement Administrator receives, the Settlement  
21 Administrator shall take reasonable steps within seven (7) days of receipt to contact other parties  
22 that submitted valid claims for the re-included work(s) and inform them that another Class Member  
23 has requested re-inclusion of the work(s). If the Settlement Administrator receives any requests for  
24 re-inclusion or other requests from Class Members after the Re-Inclusion Deadline, the Settlement  
25

1 Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

2 f. *Settlement Website.* The Settlement Administrator shall create, develop, host,  
3 administer, and maintain the Settlement Website.

4 g. *Establishment of the Escrow Account.* The Settlement Administrator shall  
5 establish the Escrow Account and maintain the Escrow Account as a QSF throughout the  
6 implementation of the Settlement in accordance with the Court's Order granting Preliminary  
7 Approval and Final Judgment.

8 h. *Processing Claims.* The Settlement Administrator shall be obliged to employ  
9 reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is  
10 evidence of abuse or fraud, including by cross-referencing Approved Claims with the Works List.  
11 The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member  
12 is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on  
13 the Claim Form or the terms of this Agreement, or (b) provide full and complete information as  
14 requested on the Claim Form. In the event a person or entity submits a timely Claim Form by the  
15 Claims Deadline but the Claim Form is not otherwise complete, then the Settlement Administrator  
16 shall give such person or entity reasonable opportunity to provide any requested missing  
17 information, which information must be received by the Settlement Administrator no later than  
18 twenty-eight (28) calendar days after the Claims Deadline. In the event the Settlement Administrator  
19 receives such information more than twenty-eight (28) calendar days after the Claims Deadline, then  
20 any such claim shall be denied. The Settlement Administrator may contact any person or entity who  
21 has submitted a Claim Form to obtain additional information necessary to verify the Claim Form or  
22 the Class Member's allocation of the Settlement Payment. Class Counsel and Defendant's Counsel  
23 shall both have the right to challenge the acceptance or rejection by the Settlement Administrator of  
24 a Claim Form submitted by a Claimant. Unless the Court approves a different dispute resolution  
25



1 mechanism based on the recommendation of the Working Group, in the event of disputes between  
2 Claimants, including as to which Claimant is a Class Member entitled to receive a Settlement  
3 Payment or otherwise, such disputes shall will be resolved confidentially by a Special Master  
4 appointed by the Court or a similar neutral, to be compensated out of the Settlement Fund.

5 i. *Calculation of Settlement Payments.* The Settlement Administrator shall  
6 calculate the Settlement Payments contemplated in Section 2 of this Settlement Agreement to all  
7 Class Members within twenty-eight (28) days after the Effective Date, and, as described above, shall  
8 begin issuing Settlement Payments to Class Members within twenty-eight (28) days after the  
9 Effective Date. Anthropic shall have no liability whatsoever with respect to the determination,  
10 administration, or calculation of claims to be paid to Class Members from the Settlement Fund.

11 j. *Tax Reporting.* The Settlement Administrator shall be responsible for all tax  
12 filings related to the Escrow Account, including requesting Form W-9s from Class Members if  
13 necessary, processing any tax information from the Class List, transmitting Form 1099s to Class  
14 Members if legally required, performing back-up withholding if necessary, and making any required  
15 tax returns. All taxes arising from the income earned by or in connection with the Settlement Fund  
16 shall be paid out of the Settlement Fund. The Released Parties shall have no liability or responsibility  
17 for any taxes arising with respect to the Settlement Fund escrow account. The Released Parties shall  
18 not have any liability, obligation or responsibility whatsoever for tax obligations arising from  
19 payments to any Class Member based on the activities and income of the Settlement Fund escrow  
20 account.

21 k. *Payments.* The Settlement Administrator will draw from Settlement Fund to  
22 cover all obligations with respect to costs related to this Agreement, including the expenses of the  
23 Settlement Administrator, Notice, any Service Awards, any Attorneys' Fee and Expense Payment,  
24 and any other administrative fees and expenses in connection with this Agreement; provided,  
25

1 however, that the Parties must approve any payments to the Settlement Administrator prior to the  
 2 Settlement Administrator incurring such expenses and prior to any withdrawals from the Settlement  
 3 Fund.

4 1. *No Liability for Released Parties.* The Released Parties shall have no liability,  
 5 obligation, or responsibility with respect to the disbursement, or other administration of the  
 6 Settlement Fund and shall have no liability, obligation, or responsibility of the Settlement  
 7 Administrator.

## 8 6. **PRELIMINARY APPROVAL AND FINAL APPROVAL**

9 6.1 **Preliminary Approval.** Promptly after execution of this Settlement Agreement,  
 10 Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter  
 11 an order granting Preliminary Approval, which shall include, among other provisions, a request that  
 12 the Court:

- 13 a. Appoint the Settlement Administrator and Escrow Agent;
- 14 b. Preliminarily approve this Settlement Agreement for purposes of  
 15 disseminating Notice to the Class;
- 16 c. Approve the formation of a working group (the “Working Group”) consisting  
 17 of experts in the publishing industry, Authors Coordination Counsel, and Publishers Coordination  
 18 Counsel, and the Hon. Layn Phillips, to advise Class Counsel on the claims process, the contents  
 19 of a Claim Form, and adjustments to the relevant sections of the form of Class Notice for the  
 20 purpose of fairly, equitably, and efficiently addressing situations where there are multiple  
 21 Claimants submitting claims for a particular work on the Works List. Class Counsel will submit  
 22 for the Court’s approval by October 10, 2025 any Plan of Allocation, Claim Form, or adjustment  
 23 resulting from the Working Group. Prior to making any such submission to the Court, Class  
 24 Counsel shall provide Anthropic with at least seven (7) calendar days notice of the draft  
 25

1 recommendation and any rationale it intends to make to the Court so that Anthropic and the  
2 Plaintiffs will meaningfully confer on the proposed submission and, after such conferral, Anthropic  
3 may, if it elects to do so, advise the Court of any disagreement it has with such submission.

4 d. Approve the form and contents of the Notice and the method of its  
5 dissemination to members of the Class; and

6 e. Schedule a Final Approval Hearing after the expiration of the CAFA notice  
7 period, to review comments and/or objections regarding this Settlement Agreement, to consider its  
8 fairness, reasonableness and adequacy, to consider the application for a Fee Award and service  
9 award to the Class Representatives, and to consider whether the Court shall issue a Final Judgment  
10 approving this Settlement Agreement and dismissing the Action with prejudice. Dismissal shall be  
11 requested with respect to all parties named in the Complaint and First Amended Complaint in this  
12 Action: Andrea Bartz, Andrea Bartz, Inc., Charles Graeber, Kirk Wallace Johnson, and MJ + KJ,  
13 Inc.

14 6.2 **Final Approval.** After Notice to the Class is given, Class Counsel shall move the  
15 Court for entry of final approval and entry of Final Judgment, which shall include the Works List  
16 as the Class List, and among other provisions, a request that the Court:

17 a. Find that it has personal jurisdiction over all Class Members and subject  
18 matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;

19 b. Approve the Settlement as fair, reasonable and adequate as to, and in the best  
20 interests of, the Class Members;

21 c. Direct the Parties and their counsel to implement and consummate the  
22 Settlement according to its terms and conditions;

23 d. Find that the Notice implemented pursuant to the Settlement Agreement  
24 (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is  
25

1 reasonably calculated, under the circumstances, to apprise the Class of the pendency of the Action  
2 and their rights to object to or exclude themselves from this Settlement Agreement and to appear at  
3 the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to  
4 all persons entitled to receive notice; and (4) fulfills the requirements of the Federal Rules of Civil  
5 Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

6 e. Finally certify or confirm certification of the Class under Federal Rule of  
7 Civil Procedure 23, including finding that the Class Representatives and Class Counsel adequately  
8 represented the Class for purposes of entering into and implementing the Settlement Agreement;

9 f. Dismiss the Action on the merits and with prejudice with respect to all parties  
10 named in the Complaint and First Amended Complaint, without fees or costs to any party except as  
11 provided in this Settlement Agreement;

12 g. Incorporate the Release set forth above, make the Release effective as of the  
13 Effective Date, and forever discharge the Released Parties as set forth herein; and

14 h. Without affecting the finality of the Final Judgment for purposes of appeal,  
15 retain jurisdiction as to all matters relating to administration, consummation, enforcement and  
16 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary  
17 purpose.

18 6.3 **Cooperation.** The Parties shall, in good faith, cooperate, assist and undertake all  
19 reasonable actions and steps in order to accomplish these required events on the schedule set by the  
20 Court, subject to the terms of this Settlement Agreement.

## 21 7. **TERMINATION OF THE SETTLEMENT AGREEMENT**

22 7.1 **Termination By Any Party.** Subject to Section 9 below, the Parties shall have the  
23 right to terminate this Agreement by providing written notice of the election to do so to all other  
24 Parties within ten (10) days of any of the following events:

1 7.1.1 the Court's refusal to grant Preliminary Approval of this Settlement Agreement in  
2 any material respect, after any time that the Court may allow to present a  
3 revised Preliminary Approval proposal;

4 7.1.2 the Court's refusal to enter the Final Judgment in this Action in any material respect,  
5 after any time that the Court may allow to present a revised Final Approval proposal;  
6 or

7 7.1.3 the date upon which the Final Judgment is modified or reversed in any material  
8 respect by the Court of Appeals or the Supreme Court.

9 7.2 **Termination By Anthropic.** Anthropic has the exclusive right to terminate this  
10 agreement if [REDACTED] works on the Works List are opted out from the  
11 Settlement. For the avoidance of doubt, if there is more than one claimant to the same work, any  
12 purported claimant who seeks to opt out their work from the class counts toward the opt-out  
13 threshold. Before exercising this exclusive right to terminate under this provision, Anthropic must  
14 first meet and confer with Class Counsel to explore any potential changes to the Agreement and  
15 participate in a mediation with the Hon. Layn Phillips (ret.) or other available neutral at Phillips  
16 ADR.

17 7.3 **Notwithstanding** Section 7.1, the Parties understand that the ultimate scope of the  
18 Release is for the Court, and that the Court may narrow or broaden the Release. Narrowing or  
19 broadening the Release as ordered by the Court is not grounds for termination of this Settlement  
20 Agreement.

21 **8. SERVICE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND**  
22 **REIMBURSEMENT OF EXPENSES**

23 8.1 Defendant agrees that Class Counsel is entitled to reasonable attorneys' fees and  
24 unreimbursed expenses incurred in the Action as the Fee Award. The amount of the Fee Award shall  
25

1 be determined by the Court based on petition from Class Counsel. Class Counsel has agreed, with  
2 no consideration from Defendant, to limit their request for attorneys' fees to no more than twenty-  
3 five percent (25%) of the Settlement Fund, plus unreimbursed costs and expenses. Defendant may  
4 challenge the amounts requested. Payment of the Fee Award shall be made from the Settlement  
5 Fund. Should the Court award less than the amount sought by Class Counsel, the difference in the  
6 amount sought and the amount ultimately awarded pursuant to this Section shall remain in the  
7 Settlement Fund and be distributed to Class Members as Settlement Payments. Class Counsel shall  
8 be paid the Fee Award in equal installments proportionate to Anthropic's payments to the Settlement  
9 Fund, as described above, provided that no Fee Award payment shall be paid to Class Counsel from  
10 the Settlement Fund until after the Final Approval. After the Final Approval, each such installment  
11 payment of the Fee Award shall be made by the Settlement Administrator from the Settlement Fund  
12 within ten (10) business days after each of Defendant's installment payments to the Escrow Account  
13 via wire transfer to an account designated by Class Counsel after providing necessary information  
14 for electronic transfer.

15 8.2 After the Final Approval, the Fee Award shall be payable from the Settlement Fund  
16 notwithstanding the existence of any timely filed objections thereto, or potential for appeal  
17 therefrom, or collateral attack on the Settlement. If or when, as a result of any appeal and/or further  
18 proceedings on remand, or successful collateral attack, the Fee Award is reduced or reversed, Class  
19 Counsel, Publisher Coordination Counsel, and Author Coordination Counsel's shall make  
20 appropriate refunds or repayments to the Settlement Fund plus accrued interest at the same net rate  
21 as is earned by the Settlement Fund within ten (10) business days.

22 8.3 Defendant agrees that the Class Representatives shall be paid a service award in the  
23 amount of up to Fifty Thousand Dollars (\$50,000.00) each from the Settlement Fund, in addition to  
24 any Settlement Payment pursuant to this Settlement Agreement and in recognition of their efforts  
25

1 on behalf of the Class, subject to Court approval. Should the Court award less than this amount, the  
2 difference in the amount sought and the amount ultimately awarded pursuant to this Section shall  
3 remain in the Settlement Fund and be distributed to Class Members as Settlement Payments. Any  
4 award shall be paid by the Settlement Administrator from funds made available by Defendant (in  
5 the form of a check to the Class Representative that is sent care of Class Counsel) within ten (10)  
6 business days after the Effective Date.

7 8.4 The Court's award of any attorneys' fees and service payments shall be separate from  
8 the determination of whether to approve the Settlement. Any order or proceeding relating to the  
9 attorneys' fees or service payments or any appeal from any order relating thereto or reversal or  
10 modification thereof, shall not operate to terminate this Settlement or affect or delay the finality of  
11 the Final Judgment approving the Settlement. In the event the Court approves the Settlement, but  
12 declines to award attorneys' fees or expenses in the amount requested by Class Counsel, or a service  
13 award in an amount different from that requested by Class Representatives, the Settlement will  
14 nevertheless be binding on the Parties to the extent permissible under applicable law.

15 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**  
16 **CANCELLATION OR TERMINATION.**

17 9.1 In the event that this Agreement is not approved by the Court or the settlement set  
18 forth in this Agreement is terminated or fails to become effective in accordance with its terms and  
19 the Court does not allow for modification of the Agreement, then this Agreement shall be canceled  
20 and terminated subject to Section 9.2, unless Class Counsel and Defendant's Counsel mutually agree  
21 in writing to proceed with this Settlement Agreement. Before any such cancellation or termination  
22 of the Settlement Agreement, the parties will participate in mediation before Judge Layn Phillips or  
23 other available neutral at Phillips ADR. Notwithstanding anything herein, the Parties agree that the  
24 Court's decision as to the amount of the Fee Award or the service awards to the Class  
25

1 Representatives, regardless of the amounts awarded, shall not prevent the Settlement Agreement  
2 from becoming effective and Settlement Payments being distributed, nor shall they be grounds for  
3 termination of the Settlement Agreement. Parties further understand that the Court may order other  
4 changes to the Agreement that are not material to the Agreement or to the decision to settle. If a  
5 dispute arises as to materiality, such dispute will be mediated with Judge Layn Phillips or other  
6 available neutral at Phillips ADR, and if the parties still dispute materiality, the District Court will  
7 determine the issue.

8         9.2     If this Settlement Agreement is terminated or fails to become effective for the reasons  
9 set forth above, including after any efforts under Section 9.1, the Parties shall be restored to their  
10 respective positions in the Action as of the date of the signing of this Agreement, and Defendant's  
11 entry into the Settlement Agreement shall not be considered, in any way, as an admission concerning  
12 liability or the propriety of class certification.

13         9.3     In the event the Settlement is terminated or fails to become effective for any reason,  
14 the Settlement Fund, together with any earnings thereon at the same rate as earned, less any taxes  
15 paid or due, less Settlement Administration Expenses actually incurred and paid or payable from  
16 the Settlement Fund, shall be returned to Defendant within twenty-eight (28) calendar days after  
17 written notification of such event. No disbursements from the Settlement Fund (except for the costs  
18 associated with notice, and as expressly provided herein) shall occur prior to the Effective Date.

19         9.4     In the event the Settlement Agreement is terminated or fails to become effective for  
20 any reason, the parties will meet and confer in good faith and, within five (5) days propose a schedule  
21 (or competing schedules, if there is disagreement) that would allow this case to proceed to trial as  
22 scheduled on December 1, 2025, if feasible, or else as soon as practicable subject to availability of  
23 the Court.



1     **10. MISCELLANEOUS PROVISIONS.**

2           10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement;  
3 and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent  
4 reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to  
5 exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this  
6 Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another  
7 in seeking entry of an order granting Preliminary Approval and the Final Judgment, and promptly  
8 to agree upon and execute all such other documentation as may be reasonably required to obtain  
9 final approval of the Settlement Agreement. Anthropic and Class Counsel, Authors Coordination  
10 Counsel, and Publishers Coordination Counsel further agree that they will not attempt to undermine  
11 the Settlement or attempt—directly or indirectly—to solicit or otherwise encourage opt-outs or  
12 objectors to the Agreement.

13           10.2 All signatories to this Agreement represent and warrant (a) that they have all requisite  
14 power and authority to execute, deliver and perform this Settlement Agreement and to consummate  
15 the transactions contemplated herein; (b) that the execution, delivery and performance of this  
16 Settlement Agreement and the consummation of it by the actions contemplated herein have been  
17 duly authorized by all necessary corporate action on the part of each signatory, and (c) that this  
18 Settlement Agreement has been duly and validly executed and delivered by each signatory and  
19 constitutes its legal, valid and binding obligation.

20           10.3 The Parties intend this Settlement Agreement to be a final and complete resolution  
21 of all disputes between them with respect to the Released Claims by Plaintiffs and the other Class  
22 Members, and each or any of them, on the one hand, against the Released Parties, and each or any  
23 of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum  
24  
25

1 that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad  
2 faith or without a reasonable basis.

3 10.4 Class Counsel, Authors Coordinating Counsel, and Publishers Coordinating Counsel  
4 represent and warrant that they are not aware of any other substantially similar or related claims in  
5 any jurisdiction against Defendant other than as specifically disclosed in this Settlement Agreement.  
6 Class Counsel represent and warrant that they have not solicited other counsel to bring substantially  
7 similar or related claims against Defendant in any jurisdiction and have not shared work product or  
8 confidential information for such purpose. Defendant understands that Oppenheim + Zembrak LLP  
9 may continue litigation against Defendant in *Concord Music Group, Inc. v. Anthropic PBC*, No.  
10 5:24-cv-03811 (N.D. Cal.). Nothing herein shall be interpreted to be or is intended to be inconsistent  
11 with any applicable Rules of Professional Conduct.

12 10.5 The Parties have relied upon the advice and representation of counsel, selected by  
13 them, concerning the claims hereby released. The Parties have read and understand fully this  
14 Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their  
15 own selection and intend to be legally bound by the same.

16 10.6 Class Members are not agreeing Anthropic acted lawfully, including in torrenting,  
17 scanning, or training the works on the Works List, and Anthropic is not agreeing that it acted  
18 unlawfully including in torrenting, scanning, or training the works on the Works List.

19 10.7 To the extent permitted by law, neither this Agreement nor any of its terms or  
20 provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence  
21 or received in evidence in any pending or future civil, criminal, or administrative action or  
22 proceeding to establish any liability or admission by Anthropic or to establish the truth of any of the  
23 claims or allegations alleged in the Action, other than in any action or proceeding related to the  
24 enforcement of or compliance with the terms of this Settlement Agreement.

1           10.8 The waiver by one Party of any breach of this Settlement Agreement by any other  
2 Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement  
3 Agreement.

4           10.9 All the Exhibits regarding Notice, in the form attached to the Motion for Preliminary  
5 Approval, are material and integral parts hereof and will be fully incorporated herein by reference  
6 once submitted in the Motion for Preliminary Approval. The Parties understand that the form and  
7 substance of the Exhibits may change after review by the Court and completion of the Working  
8 Group process specified above.

9           10.10 This Settlement Agreement and its Exhibits set forth the entire agreement and  
10 understanding of the Parties with respect to the matters set forth herein, and supersede all prior  
11 negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein.  
12 No representations, warranties or inducements have been made to any Party concerning this  
13 Settlement Agreement or its Exhibits other than the representations, warranties and covenants  
14 contained and memorialized in such documents. This Settlement Agreement may be amended or  
15 modified only by a written instrument signed by or on behalf of all Parties or their respective  
16 successors-in-interest.

17           10.11 Except as otherwise provided herein, each Party shall bear its own attorneys' fees  
18 and costs incurred in any way related to the Action.

19           10.12 Plaintiffs represent and warrant that they have not assigned any claim or right or  
20 interest relating to any of the Released Claims against the Released Parties to any other person or  
21 party and that they are fully entitled to release the same.

22           10.13 Each counsel or other Person executing this Settlement Agreement, any of its  
23 Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and  
24  
25

1 represents that such Person has the full authority to do so and has the authority to take appropriate  
2 action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

3 10.14 This Settlement Agreement may be executed in one or more counterparts. All  
4 executed counterparts and each of them shall be deemed to be one and the same instrument.  
5 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this  
6 Settlement Agreement. A complete set of original executed counterparts shall be filed with the Court  
7 if the Court so requests.

8 10.15 The Court shall retain jurisdiction with respect to implementation and enforcement  
9 of the terms of this Settlement Agreement, and all Parties hereto submit to the jurisdiction of the  
10 Court for purposes of implementing and enforcing the settlement embodied in this Settlement  
11 Agreement.

12 10.16 This Settlement Agreement shall be governed by and construed in accordance with  
13 the laws of the State of California without reference to the conflicts of laws provisions thereof.

14 10.17 This Settlement Agreement is deemed to have been prepared by counsel for all  
15 Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have  
16 contributed substantially and materially to the preparation of this Settlement Agreement, it shall not  
17 be construed more strictly against one Party than another.

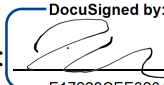
18 10.18 Where this Settlement Agreement requires notice to the Parties, such notice shall be  
19 sent to the undersigned counsel:

20 [SIGNATURES APPEAR ON FOLLOWING PAGE]

21  
22 Dated: September 5, 2025  
23  
24  
25

**PLAINTIFF**

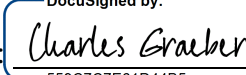
Dated: 9/5/2025

By (signature):  DocuSigned by:  
E17228CEE32049A...

Name (printed): Kirk Johnson

**PLAINTIFF**

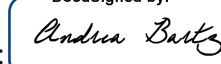
Dated: 9/5/2025

By (signature):  DocuSigned by:  
559C7C7E61D44B5...

Name (printed): Charles Graeber

**PLAINTIFF**


Dated: 9/5/2025

By (signature):  DocuSigned by:  
C8FE84475767423...

Name (printed): Andrea Bartz

**SUSMAN GODFREY LLP**

Dated: 9/5/2025

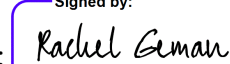
By (signature):  Signed by:  
A6E36D0E939D478...

Name (printed): Justin Nelson

Its (title): Class counsel

**LIEFF CABRASER HEIMANN & BERNSTEIN LLP**

Dated: 9/5/2025

By (signature):  Signed by:  
2A0A5634B1C848C...

Name (printed): Rachel Geman

Its (title): Class counsel

**EDELSON PC**

1 Dated: 9/5/2025

2 By (signature): Eli Wade-Scott  
3 DocuSigned by:  
1C1523521ADE488...

4 Name (printed): Eli Wade-Scott

5 Its (title): Publishers' Coordination Counsel

6 **OPPENHEIM + ZEBRAK LLP**

7 Dated: 9/5/2025

8 By (signature): Matt Oppenheim  
9 DocuSigned by:  
96491B6F4EAF4CD...

10 Name (printed): Matthew J. Oppenheim

11 Its (title): Publishers' Coordination Counsel

12 **ANTHROPIC PBC**

13 Dated: 9/5/2025

14 By (signature): Brian Israel  
15 DocuSigned by:  
5F2492D4D334484...

16 Name (printed): Brian Israel

17 Its (title): Secretary

18 **MORRISON FOERSTER LLP**

19 Dated: 9/5/2025

20 By (signature): Daralyn Durie  
21 Signed by:  
564ECB23A1EE4D3...

22 Name (printed): Daralyn Durie

23 Its (title): Counsel for Anthropic

