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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

*Not
Signed*

5 **UNITED STATES DISTRICT COURT**
6 **NORTHERN DISTRICT OF CALIFORNIA**
7 **SAN FRANCISCO DIVISION**

9 ANDREA BARTZ, INDIVIDUALLY AND ON BEHALF OF
10 OTHERS SIMILARLY SITUATED
11 **PLAINTIFF,**
12 **vs.**
13 ANTHROPIC, PBC
14 **DEFENDANT.**

CASE No.: 3:24-cv-05417-AMO
**OBJECTION TO MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**
DATE: APRIL 23, 2026 TIME: 2:00 PM
JUDGE: HON. ARACELI MARTÍNEZ-OLGUÍN

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16
17
18
19 This case was brought by authors against Anthropic for copying their books without
20 permission. Anthropic agreed to pay \$1.5 billion to compensate book authors. That money
21 belongs to authors. Nonetheless, before this Court is a proposed Plan of allocation and
22 distribution that would divert most of the Class Funds to publishers.

23 Before this Court grants final approval to that plan, the objector respectfully asks the
24 Court to consider three things that the Motion for Final Approval did not mention: how Judge
25 Alsup's views on the fairness of this settlement soured between August and December 2025,
26 whether publishers have any legal right to share in authors' settlement proceeds, and whether
27 authors' interests would benefit from independent representation.
28

1 **I. SUMMARY OF ARGUMENT**

2 Publishers did not file this case because these damages are not theirs to recover. After discovery,
3 they inserted themselves and corrupted the settlement process by entering into an undisclosed
4 fee-sharing arrangement with Class Counsel. From that position, publishers drafted a distribution
5 plan that systematically disadvantages authors, without ever proving they belong in the Class.
6

7 Outgoing Judge Alsup smelled that the settlement was unfair to authors. When he uncovered the
8 fee-sharing scheme in December 2025, he condemned it, ordered preservation of evidence, and
9 recommended that his successor authorize an independent investigation before approving
10 anything. Dkt. No. 515. Class Counsel’s Motions for Final Approval and Fees significantly
11 mislead incoming Judge Martínez-Olguín as to her predecessor’s views by selectively quoting
12 favorable early statements while concealing his recent findings. Dkt. Nos. 619-623

13 The undersigned does NOT ask the Court to reject the \$1.5 billion settlement—only to ensure it
14 reaches its rightful recipients. Authors should keep what is lawfully theirs. Toward that end, the
15 objector respectfully requests:
16

- 17 1. Class Counsel be temporarily suspended from representing authors, pending the outcome
18 of the ethics investigation that Judge Alsup recommended in December 2025, and authors
19 be provided with court-appointed, uncompromised counsel.
- 20 2. Leave of the Court to brief two critical issues of copyright law: (1) whether foreign,
21 unregistered, and/or pre-1970s authors have been unlawfully excluded, and (2) whether
22 publishers are legally entitled to any portion of authors’ recovery.

23 Resolving those two questions will ascertain Class Membership with the certainty that Rule 23
24 requires. In the meantime, the judge may withhold final approval. Ultimately, the properly
25 identified Class Members—with assistance of uncompromised counsel—can stipulate with
26 Anthropic to a revised distribution plan the Court can approve with confidence.
27
28

1 **II. THE MOTION MISREPRESENTS JUDGE ALSUP'S VIEWS**

2 By December 2025, Judge Alsup's views on settlement fairness and the adequacy of Class
3 Counsel had soured. The Court is respectfully directed to Dkt. 515, Judge Alsup's Order on Fees
4 and Related Issues, entered December 23, 2025. That order is not cited or described anywhere in
5 the Motion for Final Approval. It contains findings and recommendations that this Court should
6 consider before making the adequacy of representation finding that Rule 23(e)(2) requires.
7

8 Among other things, Dkt. 515 records Judge Alsup's findings about an undisclosed fee-splitting
9 arrangement between class counsel and publisher attorneys; his concern that the arrangement
10 was concealed from the Court and from class members; his concern that the arrangement may
11 have been used to induce settlement terms that disadvantaged authors; and his recommendation
12 that his successor authorize an independent investigation before approving anything. A concise,
13 targeted summary is provided in Dkt. No. 602.

14 Class Counsel's omission of this record from its January 2026 Status Update and March 2026
15 Motion to Approve is not an oversight. It is an affirmative misrepresentation of the record to
16 mislead the incoming judge. Class Members also have not received notice—a context in which a
17 relatively low number of fairness objections should not be taken as an indicator of fairness.
18

19
20 **III. THE PROPOSED PLAN LETS PUBLISHERS CASH THE AUTHORS' CHECKS**

21 Judge Alsup put his finger on the central problem:
22

23 *"I'm worried that you are working out, behind the scenes, between publishers some kind of a deal*
24 *that you want to force down the throat of authors [...] and say you got to take X percent, even*
25 *though their own agreements give them 100 percent. I would like for you to explain what is going*
26 *on between the guilds, the publishers. What kind of deal are you trying to do behind the scenes?"*
27

28 WHA Order on Fees, December 23, 2025, Dkt. No. 515 at 4.

1 Judge Alsup was correct. Publishers, Class Counsel, and the Authors Guild (Class Counsel's
2 client in related litigation) have worked out a deal behind the scenes to let publishers take 50% or
3 more of \$1.5 billion award, even though copyright law and book contracts entitle authors to
4 100%. The undersigned seeks leave to brief this specific issue—the ownership sleight of hand by
5 publishers who are not in fact entitled to share in authors' awards—for the Court.

6
7
8 **IV. RELATED OBJECTIONS THE MOTION ASKS THIS COURT TO OVERRULE**

9 The Motion for Final Approval, Dkt. No. 619, requests the Court to specifically overrule several
10 fairness objections: Dkts. 598, 599, 600, 601, and 602. These fairness objections were submitted
11 as instructed by the Class Notice—simple letter format, posted by February 9, 2026. They
12 remain sealed. The Motion asks the Court to overrule objections the public cannot view, and
13 which the Motion does not fully characterize.

14
15 The objector's own objection is Dkt. 602. It was submitted by mail on February 9, 2026,
16 as directed by the Class Notice, and sealed by the Clerk without her request, without a motion,
17 and without a judicial order. The objector is contemporaneously filing a motion to unseal Dkt.
18 No. 602 and the other sealed objections. The Motion for Final Approval mischaracterizes and
19 thereby fails to refute the objections actually set forth in sealed Dkt. No. 602. These include:

20 **1. Objection based on inadequate representation.**

21
22 The Motion simply did not disclose to the Court that Dkt. No. 602 raised the issue, as
23 established by Judge Alsup, of suspect “coordination” between publishers and Class Counsel, to
24 the detriment of the authors Class Counsel was appointed to represent.

25 **2. A one-sided distribution plan and unnecessary hurdles.**

26
27 What reason is there not to simply mail checks to authors at the same addresses to which
28 the Class Notice was sent? The answer: the claims-made process gives publishers an opening to

1 obtain author agreement to share the award although the law does not require it. A claims-made
2 process may deter over 90% of authors from filing.

3
4 Even if 60% of works have been claimed, it may be the case that 55% were claimed by
5 publishers and only 5% by authors. The court may wish to consider scrutinizing data on the
6 percentage of authors that have submitted claims. It is particularly concerning that the
7 distribution plan fails to dedicate unclaimed amounts to escheating or charity. Instead, amounts
8 not claimed by authors can be collected by publishers. This creates a financial incentive for
9 publishers to place burdens on author claims.

10 **3. Objection based on subjection of authors to arbitration without assistance**

11 The Motion says that “Two Objections challenge the Plan of Allocation and Distribution.
12 See Dkts. 425 (Ruden), 602 (Bishop). They argue that the dispute resolution process is
13 inadequate for failing to include authors’ agents and that the appointment of Mr. Cheng as
14 Special Master will favor publishers.” This mischaracterizes the objection.

15
16 The objection is that the Plan improperly establishes a presumption that publishers are
17 entitled to share in authors’ recovery. To keep any more than half of the legally appropriate
18 award for their book, the author must continue into a new round of post-settlement legal conflict,
19 against their own publisher. In that arbitration, the authors will have none of the advantages of
20 class-action litigation. Authors’ claims against publishers will not be adjudicated by an Article
21 III judge. Class Counsel will have washed their hands of the author as client—after requesting
22 \$187.5 million attorney fee. See Dkt. 620, 12.5% of \$1.5 billion. The publisher will have an
23 attorney but the author will not. The arbitration will also conceal from the AI industry that they
24 need to negotiate not with publishers but only with authors.

25 **4. Objection based on illegal exclusion of foreign authors**

26
27 At least 17 parties registered the objection that the class as certified inappropriately
28 imposes a U.S. registration requirement, unlawfully prejudicing foreign-published works. The

1 Motion for final approval identifies these, at page 19, footnote 10, to include: Dkts. 438 (Barrett),
2 540 (Paolinelli), 541 (Tombs), 546 (Johnston), 551 (Werner), 552 (Miller), 585 (Ryker), 565
3 (Glenn), 602 (Bishop), 603 (Newton), 604 (Tascabili), 605 (Editrice), 607 (Boringhieri), 608
4 (Salani Editore), 610 (Longanesi), 611 (Vallardi Editore), 612 (Garzanti). The number of fairness
5 objections from foreign rightsholders is notable when you consider that excluded foreign authors
6 never received any notice.

7 The Class Notice, FAQ 56 acknowledges the sweeping impact of the unnoticed
8 exclusion of 2.5 million non-English works:
9

10 **56. Why aren't all 7 million works that Anthropic downloaded from LibGen and**
11 **PiLiMi on the Works List? ...[W]orks not validly registered with the U.S. Copyright**
12 **Office are not eligible to be in the Works List. Many of the works Anthropic downloaded**
13 **were not registered. For example, non-English works have very low registration rates. Of**
14 **the approximately 4 million unique works that Anthropic downloaded, around 2.5 million**
15 **were written in languages other than English. Most of those 2.5 million non-English**
16 **works were unregistered.**

17 In light of the scale of the problem, Class Counsel engaged seriously with this objection—but
18 unpersuasively.

19 Class Counsel first argues that because foreign authors were excluded from the class,
20 they lack standing to object to their exclusion from the class. Pages 19-20. This is a circular
21 argument. The judicial clerks' due diligence on the legal authority cited there may produce a
22 more nuanced view. Rule 23 requires Courts to hear objections from Class Members—it does not
23 compel them to ignore concerns raised by injured parties who were scoped out of recovery. If a
24 class action settlement to compensate workers included Honduran employees but purported to
25 exclude Nicaraguan employees, no court would say that the Nicaraguan subclass's objection to
26 their exclusion could not be heard because only Hondurans were members of the class.

27 More fundamentally, Class Counsel fails to acknowledge that the proposed exclusion of
28 foreign authors is not just unfair, it is contrary to statute. Congress did not provide Judge Alsup
with the discretion to impose a U.S. registration requirement or not. The Copyright Act was

1 specifically modified in the 1970s to waive that barrier to foreign claims, in exchange for US
2 authors receiving the same equitable treatment abroad. That point is made within the
3 undersigned's sealed objection, Dkt. No. 602. Other objectors may also have noted it in
4 still-unsealed objections.

5 **V. SUMMARY AND RELIEF REQUESTED**

6
7 Stepping back to view the forest for the trees—authors deserve to benefit from Anthropic's
8 record \$1.5 Billion offer to settle infringement claims. The problem is the distribution plan. That
9 distribution plan can be criticized as unfair to authors on any number of grounds. It is
10 systematically unfair to authors—because the publishers designed it that way, and they did so
11 with assistance from Class Counsel. Exclusion of most authors lets the biggest publishers take
12 more. The claims-made requirement lets the biggest publishers take even more. The arbitration
13 mechanism lets the biggest publishers take even more. So do the other fairness problems
14 identified in Dkt. No. 602. This is not adequate representation.

15 The path to a fair settlement lies in removing the problematic actors from the situation. Authors
16 deserve independent counsel. The Court can then resolve whether Publishers are actually Class
17 Members or not. If the conflicts of interest are removed, Anthropic and the proper Class
18 Members can stipulate to correct the distribution plan.

19
20 For the reasons stated above, the objector respectfully requests the relief set forth in the
21 Summary of Argument and contemporaneously filed Motion to Unseal and Request to Be Heard.

22 The undersigned certifies that any content generated using AI software tools has been reviewed,
23 edited, and approved by the undersigned, who takes full responsibility for this filing's contents.
24

25 DATED: April 2, 2026

SIGNATURE:

26
27 

By: Lea Victoria Bishop, *pro se*

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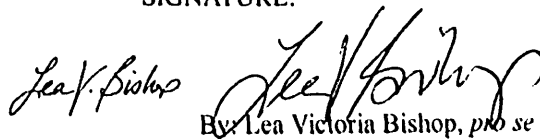
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25 DATED: April 2, 2026

SIGNATURE:

26 
27 By: Lea Victoria Bishop, pro se
28

1 **DECLARATION OF LEA VICTORIA BISHOP**

2 I, Lea Victoria Bishop, declare as follows:
3

4 I am the objector whose fairness objection is docketed at Dkt. 602. I submitted that objection by
5 mail on February 9, 2026, as directed by the Class Notice. I am a tenured professor of copyright
6 law, a graduate of Yale Law School, a licensed attorney, a member of the Supreme Court bar, a
7 former United Nations Special Consultant on copyright and human rights, and the author of
8 *Ending Book Hunger* (Yale University Press, 2020).

9 I am the author or editor of four books I believe were downloaded by Anthropic and improperly
10 excluded from the Works List. My anticipated recovery from this settlement is between \$0 and
11 \$12,000. My potential recovery is small in comparison to the value of my own time—which I
12 have invested with the goal of protecting millions of other authors. I have not received and will
13 not accept any payment in connection with this objection, and I will report any hint of such an
14 offer to the Court immediately.
15

16 I did not seek a stipulation from class counsel because the relief sought is not a matter on which
17 class counsel's agreement is required or appropriate. Civil L.R. 7-11(a).

18 I declare under penalty of perjury under the laws of the United States that the foregoing is true
19 and correct.
20

21 DATED: April 2, 2026

22 SIGNATURE:

23
24 

25
26 By: Lea Victoria Bishop, *pro se*
27
28

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5 mail on February 9, 2026, as directed by the Class Notice. I am a tenured professor of copyright
6 law, a graduate of Yale Law School, a licensed attorney, a member of the Supreme Court bar, a
7 former United Nations Special Consultant on copyright and human rights, and the author of
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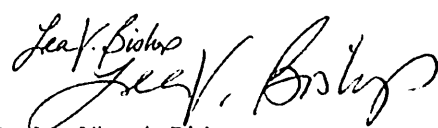
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