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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN FRANCISCO DIVISION**

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

15 Plaintiffs,

16 vs.

17 ANTHROPIC PBC,

18 Defendant.

Hon. Araceli Martinez-Olguin

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

Hearing Date: None Set

*[Declaration of Brenda Hampton
concurrently filed as Exhibit A]*

19 **OBJECTION BY BRENDA HAMPTON TO PROPOSED CLASS ACTION SETTLEMENT**

20 **I. INTRODUCTION: THE “GET NOTHING” FALLACY**

21 Class Member Brenda Hampton (“Hampton”) is the copyright holder and author of at least 25
22 works that Anthropic pirated as confirmed on the settlement works list. *See* Declaration of Brenda
23 Hampton (“Hampton Decl.”) at ¶5. Hampton has standing, and her declaration is incorporated by
24 reference here. Hampton does not intend to cause any delay for her fellow class members, but she does
25 respectfully request that the Court correct the Notice as argued in her objection.

26 This Objection is filed pursuant to Federal Rule of Civil Procedure 23(e)(5) because the “Notice
27 of \$1.5 Billion Proposed Class Action Settlement Between Authors & Publishers and Anthropic PBC”,
28 (amended on or about January 8, 2026 per court order) (Dkt. 535) (the “Notice”) is not a neutral
disclosure of the rights of class members (“Class Members”). Hampton believes it is a tool of

1 suppression drafted in a non-neutral way that could steer and intimidate authors into a settlement by
 2 hiding and obscuring the potential value of their claims and failing to disclose what they are potentially
 3 releasing if they settle.

4 The Notice presents Class Members with a false and coercive choice: take a guaranteed
 5 estimated \$3,000 or “get nothing.” This framing is factually misleading and constitutionally defective.
 6 It obscures the reality that by “getting nothing” if they don’t accept the settlement, an author retains a
 7 claim for willful copyright infringement worth up to \$150,000 per book. Why did the parties leave this
 8 out? Only they know.

9 For Objector Brenda Hampton, class member, author and copyright holder of at least 25 works
 10 on the settlement list, the Notice obscures a critical mathematical reality:

- 11 • The Settlement Offer: Approximately **\$75,000** (~\$3,000 x 25 books).
- 12 • **The Potential Value (Opt-Out):** Up to **\$3.75 Million** (\$150,000 x 25 books) in statutory
 13 damages.

14 The Notice systematically fails to give adequate notice of this trade-off. It segregates the “risk”
 15 from the “reward” by burying the potentiality of statutory damages for each work on Page 6, while the
 16 “Options” table on Page 2 — the only page many authors will likely read — defines opting out as a “you
 17 get nothing” option. Specifically, an author like Hampton will “**give up the right to receive any**
 18 **payment.**”

19 Additionally, page 16 of the Notice misleadingly reads, “**For example, if you are an author**
 20 **and choose to opt out your work, that means you will not receive any payment, your co-authors**
 21 **will not receive any payment, and your publisher will not receive payment. If you are a publisher**
 22 **and choose to opt out your book, that means that you will not receive any payment, and all**
 23 **authors of that book will not receive any payment.**” Any class member, including Objector
 24 Hampton, who reads the Notice is left with the false impression that opting out means a copyright holder
 25 will receive nothing if they don’t accept the settlement payment. Hampton Decl. at ¶6.

26 This creates a “blind” opt-out framing. Authors are being asked to release their rights for
 27 approximately **2% of each work’s potential value**, based on a Notice that affirmatively warns them
 28 against exercising their right to sue individually. A decision made under such coercive misinformation

1 cannot be “voluntary, knowing, and intelligent.”

2 This Court should not condone or allow counsel for the parties to rely on a Settlement Notice
3 that fails to notify Class Members of the full range of options if one were to opt out. Objector Hampton
4 asks this Court to reject the current Notice published on the Anthropic Settlement website and correct
5 the Notice with full disclosure to explicitly inform authors that opting out is the *only* option to seek
6 actual or statutory damages up to a maximum of \$150,000 per infringed book.

7 Sixteen (16) of Hampton’s books are still included in the proposed Settlement Class, including
8 *No Justice, No Peace* (TX0006269765). Hampton Decl. at ¶3. Ms. Hampton respectfully objects to the
9 proposed Settlement Agreement and Notice that she received in the mail and requests that the Court
10 update the Notice for all Class Members. To be clear, she does **not** intend to cause any delay to her
11 fellow authors from receiving the settlement funds or the challenge the settlement amount per book.

12 **II. BASIS FOR OBJECTION**

13 Objector asserts that the Settlement is not fair, reasonable, or adequate under Fed. R. Civ. P.
14 23(e)(2), and that the notice procedure has failed to provide Class Members with sufficient information
15 regarding their rights and whether to opt out.

16 **1. The “Buried Truth” of Opting Out**

17 The Notice engages in a game of hide the ball. It refers on Page 6 to the fact that statutory
18 damages can reach up to \$150,000 per work. Yet, when it discloses to Class Members “**Excluding**
19 **Yourself from the Ongoing Lawsuit**” starting on Page 16, this amount – or the possibility of any
20 alternative recovery greater than “nothing”— is not mentioned. This section of the Notice warns Class
21 Members three separate times that opting out means “you will not receive any payment,” but never once
22 reminds them *here*—at the moment of decision—that they are retaining a claim that could receive more
23 than the \$3,000.

24 **2. The “False Binary” Argument**

25 The “Options” Table (Page 2) is structurally biased. It presents the choice as “Submit a Claim”
26 (Get Paid) vs. “Exclude Yourself” (Give Up Payment). A neutral Notice would describe the Opt-Out
27 option accurately: “**Exclude Yourself: Receive no settlement money, but retain the right to sue**
28 **Anthropic individually for up to \$150,000 per work.**” By omitting the *benefit* of opting out, the

1 Notice steers the class toward the settlement and away from opting out. This is anything but neutral. The
2 pertinent question here is whether the changes adversely affect all Class Members who may want to opt
3 out and pursue their own cases. “When the modification makes the settlement less desirable, notice may
4 be required because courts cannot be sure whether more class members would have chosen to object to
5 the settlement or exclude themselves from the class.” *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D.
6 299, 330 (N.D. Cal. 2018). Here, the deficient Notice lacks a full, transparent explanation of what the
7 opt-out means and “make[s] the settlement less desirable” for class members who should have been
8 provided with the range of options.

9 **3. The Notice Is Constitutionally Defective**

10 The coercive language in the Notice is defective and violates due process rights of the Class
11 Members. The class representatives and class counsel are fiduciaries to the class and have the full duty
12 of honesty, loyalty, good-faith and fair dealing to the Class Members. *See, e.g., Deposit Guar. Nat'l*
13 *Bank v. Roper*, 445 U.S. 326, 331 (1980) (stating that class representatives have a responsibility “to
14 represent the collective interest of the putative class” in addition to their private interests).

15 Due process and Rule 23 require that Class Members have a meaningful opportunity to evaluate
16 the fairness of a settlement before they release their claims and accept a settlement amount for a fraction
17 of the full amount available under the law. A decision to remain in a class or to opt out cannot be
18 “meaningful” if it is made based on a faulty and defective Notice.

19 In this case, critical judicial records—including the parties’ Summary Judgment motions,
20 Oppositions, evidence of Anthropic’s willful piracy, expert reports, and Class Certification briefing—
21 were sealed from public view until just two days ago, January 21, 2026. The deadline for class members
22 to opt out or object is January 29, 2026. This leaves Objector Hampton, other class members and their
23 counsel of choice a mere eight (8) days to review, analyze, and digest thousands of pages of complex
24 legal arguments, evidentiary records and expert declarations that go to the very heart of the claims being
25 settled. These documents are likely dispositive to a Class Member’s analysis of the strength of the
26 copyright holder’s case on the merits, the risks of continued litigation and the possible universe of
27 evidence produced in the case, and whether the settlement amount represents a fair compromise or a
28 “pennies on the dollar” capitulation.

1 By unsealing these records only eight (8) days before the opt-out deadline, the parties have
2 effectively ambushed the Class Members without time to analyze these unredacted records. It is
3 practically impossible for a Class Member — especially those with significant portfolios, like Objector
4 Hampton with 25 books — to review the newly available summary judgment and class certification
5 record and make a fully informed strategic business and legal decision by January 29, even with counsel
6 to assist her. If she does proceed with an individual case, the undersigned has agreed to represent her.

7 To force a decision on such a compressed timeline renders the opt-out right illusory and violates
8 the “best notice that is practicable under the circumstances” standard of Rule 23(c)(2)(B) and Objector
9 Hampton’s due process rights.

10 Secondly, the settlement works list contains numerous works that appear to not meet the class
11 definition. For example, the effective registration date on many books occurred well *after this action*
12 *was filed* and *after Anthropic pirated* the books, which calls into question the validity of the
13 methodology used to compile the class definition and works list. This suggests major flaws as to why
14 those books belong in the settlement and why numerous books may have been excluded. For example, a
15 book with TX0009472821 copyright registration was registered on December 5, 2024, well after the
16 complaint was filed, yet it is included in the settlement works list. This is one of hundreds or even
17 thousands that were included in the settlement works list.

18 **III. CONCLUSION AND REQUEST FOR RELIEF**

19 For the foregoing reasons, Objector Hampton respectfully requests that the Court correct the
20 Notice to provide Class Members a full, transparent disclosure of options available to Class Members.
21 Objector Hampton respectfully requests a hearing on the approval of the settlement agreement and
22 reserves all rights to engage in discovery, participate in the discovery, a hearing process and have a fair
23 opportunity to be heard. Objector Hampton’s counsel intends to attend a hearing.

24 Dated: January 23, 2026

Respectfully Submitted,

DUNCAN FIRM, P.A.

26 By: /s/James H. Bartolomei III
27 James H. Bartolomei III (SBN: 301678)

28 *Attorneys for Objector Brenda Hampton*

PROOF OF SERVICE

I served and filed the following document via the Court’s ECF filing system to all counsel of record and the Court:

OBJECTION TO PROPOSED CLASS ACTION SETTLEMENT & OPT OUT DEADLINE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 23, 2026 at Palm Springs, California.

/s/James H. Bartolomei III

James H. Bartolomei III

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