

Class Action Clerk  
United States District Court N. D. California  
450 Golden Gate Ave., 16th Floor,  
San Francisco, CA 94102

**FILED**

**FEB 13 2026**

**Judge Araceli Martínez-Olguín**  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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

**Re: *Bartz v. Anthropic, PBC*, No. 3:24-cv-05417-AOM (N.D. Cal.)**

INTRACLASS FAIRNESS OBJECTION submitted by Lea Bishop, Professor of Copyright Law

Anthropic will pay \$1.5 billion to settle copyright claims—but to whom? Media coverage has reported a 50/50 between publishers and authors. The fine print of the allocation plan, however, ensures that major corporate publishers will keep the overwhelming majority of the award.

The plan is harsh for authors. Most authors are barred from any recovery, including millions of non-English-language writers. Authors whose books do appear on the “Works List” face a burdensome claims process. Non-filing authors forfeit their share to their publisher. Authors who do file must negotiate a split with their publisher, and are ultimately not guaranteed any recovery in exchange for agreeing to waive their claims.

**Before passing the baton, Judge Alsup expressed concerns about intraclass fairness due to undisclosed conflicts and questionable fee splitting “schemes.” Order on Fees, December 23, 2025, Dkt. No. 515, at 1-10. His concerns were significant enough that the Order recommended appointment of an independent investigator. *Id.* at 10. This development was not squarely disclosed to incoming Judge Martínez-Olguín in Plaintiff’s Status Report, January 5, 2026, Dkt. No. 533. Nor have class members yet been notified of these problems.**

I write the Court today as a graduate of Yale Law School, licensed attorney, member of the Supreme Court bar, and tenured professor specializing in copyright law from a social justice perspective. My current research focuses on copyright issues raised by generative AI technology. I am the author of a book about book publishing: *Ending Book Hunger*, Yale University Press 2020. When I served as a United Nations special consultant on copyright and human rights, I emphasized the need to protect authors from exploitation by pirates *and their own publishers*.

This Court has the tools at its disposal to meet that challenge. This limited intraclass fairness objection does not oppose the Settlement in principle; it aims to support the Court in guiding to final approval a distribution plan that will be fair to authors and comply with the Copyright Act in order to withstand appeal.

## **I. JUDGE ALSUP’S CONCERNS WARRANT INVESTIGATION**

*“I’m worried that you are working out, behind the scenes, between publishers some kind of a deal that you want to force down the throat of authors [...] and say you got to take X*

*percent, even though their own agreements give them 100 percent. I would like for you to explain what is going on between the guilds, the publishers. What kind of deal are you trying to do behind the scenes?"*

These are the words of Hon. Judge William H. Alsup. Order on Fees, December 23, 2025, Dkt. No. 515 at 4. The class as originally proposed consisted of authors only. After discovery ended, dozens of corporate publishers and their lawyers emerged from the woodwork, identifying as absent class members, and “insinuating a raft of other law firms into the case.” Alsup, Dkt. 515 at 3. Under the proposed distribution plan, a conflict of interests is “implied in the structure of the settlement—for each work, the publishers and authors must allocate the proceeds in a zero-sum exercise.” Textbook Authors Association, Dkt. No. 513 at 10.

As early as September 2025, Judge William H. Alsup expressed concerns. Bloomberg Law reported Alsup complained he felt “misled” and said “I have an uneasy feeling about hangers on with all this money on the table.” See Annelise Levy, *Anthropic Judge Blasts \$1.5 Billion AI Copyright Settlement*, Bloomberg Law (Sept. 8, 2025). Hearing Tr. Dkt. No. 372 remains unavailable to the public.

Early-December fee requests inadvertently revealed Class Counsel’s unauthorized coordination with outside attorneys retained “for the purpose of representing publishers.” Dkt. 505-4 at ¶¶ 2–3. These firms billed \$3,090,956 in legal services to advance corporate publishers’ interests. Dkt. 505-4 at 20. These firms dramatically changed the Works List, defining which authors to include or exclude from recovery. Dkt. 505-4 at ¶¶ 38-39.

In his Order on Fees, December 23, 2025, Dkt. No. 515, Judge Alsup called this improper, expressing at least ten specific concerns:

1. Class counsel’s fee request would bill class members far too much (*id.* at 9);
2. Class counsel failed to do work it was responsible for (*id.* at 7);
3. Publishers’ attorneys improperly sought reimbursement as well (*id.* at 7);
4. The “firms’ fee-splitting scheme” appears improper (*id.* at 1, 9),
5. The lawyers improperly concealed it from the Court (*id.* at 1, 5–6);
6. And from the class members they were appointed to represent (*id.* at 8);
7. Some firms may have been promised bonuses or windfalls (*id.* at 9);
8. To influence their clients to accept an unfair settlement (*id.* at 8–9);
9. While giving sweetheart deals to Class Members (*id.* at 8);
10. The Court did not get to vet these firms for conflicts of interest (*id.* at 8).

## II. HOW JUDGE ALSUP PREPARED THE INTRACLASS FAIRNESS ISSUE FOR HIS SUCCESSOR

One of Judge Alsup's final acts was to recommend his successor authorize an independent investigation into "these firms' fee-splitting schemes." Dkt. No. 515 at 1.

*The successor judge might consider directing Special Master for Discovery Harold McElhinny (or newly appointing another qualified lawyer independent of and not proposed by counsel) to investigate and report on all aspects of these fee petitions. Dkt. No. 515 at 10.*

Although that Order did not recommend a specific time frame, it expressed the opinion that Class members would need notice of the identified problems and the investigation's results to make informed decisions, including objections:

*Additionally, the undersigned judge recommends to the successor judge that he or she extend the dates for objections and for opt-outs specifically for class members to be made aware of the problems identified in this memorandum (and any revealed by declarations and discovery) so that the class members can consider these issues in full before having to decide whether to object and whether to opt out. Dkt. No. 515 at 11.*

Judge Alsup also ordered disclosures and preservation of evidence relevant to the suspicious coordination:

*3. All law firms who have filed fee petitions herein (or on whose behalf one has been filed) also shall file a declaration setting forth the full extent to which any arrangement has been made or proposed by which any class member would receive a sweeter recovery than other class members (emphasis added.)*

*4. All emails, messages, and written materials relating to any of the above shall be preserved for future potential discovery.*

On December 30, the top attorney at each firm filed a general denial. Dkt. Nos. 521-528. No useful information was conveyed in these disclosures, but their filing triggers an ongoing obligation to disclose:

*"Counsel may not make arguments or statements to the judge or jury or opposing counsel that counsel realize are contradicted by unproduced material, whether requested or not, when such material might reasonably be credited by the judge or jury or opposing counsel. If counsel learns of such adverse material after having made a representation or argument, counsel must very promptly correct the statement or argument and explain the basis for the correction. The same is true for interrogatory answers and FRCP 30(b)(6) testimony. This is an exception to the normal rule that counsel need not volunteer adverse information." Supplemental Order to Order Setting Initial Case Management Conference in Civil Cases Before Judge William Alsup 26 (rev. Aug. 27, 2024).*

While criticizing class counsel's requested 15% fee award as too high, Alsup left its resolution for adjudication by his successor, presumably in light of that investigation's results.

### III. FURTHER INTRACLASS FAIRNESS CONCERNS

Notwithstanding these denials, the distribution plan proposed greatly disadvantages authors in order to ensure publishers a sweeter recovery. The publishers retained counsel with the stated “goal of maximizing the per-work recovery.” Dkt. No. 298 at 2.

#### A. Exclusion of international and non-English authors

Nearly all international authors were excluded by defining the class to require US registration. No notice of this litigation was sent to the excluded class members. Counter to Judge Alsup’s standing order on class actions, the Class Notice was never translated. The Class Notice acknowledges the disproportionate impact:

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

This limitation contradicts the Copyright Act. Congress required our courts to protect foreign-published works without discrimination and expressly exempted them from registration requirements. *Fourth Estate Pub. Benefit Corp. v. Wall-Street.com, LLC*, 139 S. Ct. 881 (2019). Justice Ginsburg explained:

*Noteworthy, too, in years following the 1976 revisions, Congress resisted efforts to eliminate §411(a) and the registration requirement embedded in it. In 1988, Congress removed foreign works from §411(a)’s dominion in order to comply with the Berne Convention for the Protection of Literary and Artistic Works’ bar on copyright formalities for such works. See §9(b)(1), 102 Stat. 2859. Despite proposals to repeal §411(a)’s registration requirement entirely, however, see S. Rep. No. 100–352, p. 36 (1988), Congress maintained the requirement for domestic works, see §411(a).*

#### B. Exclusion through the ISBN requirement

Books as far back as 1927 remain under copyright, with the authors’ rights passing to heirs. The International Standard Book Number (ISBN) system was not widely in use prior to the 1970s. (Nor was Amazon’s ASIN alternative). Making an ISBN or ASIN a requirement of recovery operated to exclude half a century of authors from the Class.

Attorneys involved in the fee-sharing arrangement understood this.

*The PCC engaged in an all-out effort to assist Class Counsel in compiling the Works List, committing a team of lawyers with extensive knowledge, understanding and experience with clearing works for inclusion in copyright cases, Copyright Office registration issues, commercially available databases of registered works, nuances of the ISBN system, works with multiple editions, foreign works, litigation experience against shadow libraries, and many years working closely with publishers on all these issues. Dkt. 505–4 at 11.*

The anticipated exclusionary impact of the ISBN requirement was not disclosed to the Court, in the Class Notice, or to the excluded class members. It is further obscured by the omission of years from the published Works List and by the recent sealing of earlier versions.

### **C. Negotiation and arbitration disadvantaging authors**

The distribution plan suggests a 50/50 split for most books (excluding textbooks) but does not guarantee that. Class Counsel has not offered authors assistance or guidance in interpreting their book contracts. Authors are forced to “make the first offer” without knowing what their publisher seeks. Authors who cannot reach agreement with their publishers face a dispute resolution process where they will not benefit from the advice of class counsel. Class Notice at 13.

The Special Master selected by the fee-splitting firms to arbitrate these disputes is Theo Cheng. Cheng is the incoming President of the Copyright Society, an organization of institutional copyright holders and their counsel. Mr. Cheng’s career — Paul Weiss, Proskauer, Loeb & Loeb — was built representing publishers. Publishers, but not authors, have the power to send future arbitration work in Mr. Cheng’s direction. This creates a process that is not completely free from the appearance of partiality.

### **D. Additional Fairness Concerns**

Other intraclass fairness flags for the Court’s consideration — but by no means an exhaustive list — include persistent problems with undisclosed conflicts, inadequate notice, and unfair allocation. This incomplete, chronological list sketches the story:

#### ***Before Settlement***

1. **EARLY NOTICE.** The Copyright Act requires immediate notice to interested parties. 17 U.S.C. § 501(b). Only the named plaintiffs received it, not those similarly situated.
2. **UNREPRESENTATIVE.** The named plaintiffs have highly atypical contracts. Judge Alsup ultimately ruled that not all of them were actually class members.
3. **UNDISCLOSED PARTIES.** Authors Guild, AAP, and corporate publishers were involved at an early stage, but not named as interested parties in initial disclosures.
4. **UNDISCLOSED LITIGATION.** Class Counsel failed to disclose that it represents an interested party in related litigation. *Authors Guild v. OpenAI Inc.*, No. 1:23-cv-08292 (S.D.N.Y.).

#### ***Class Notice***

5. **DELAYED CLASS NOTICE.** Four months passed before Class Notice issued in December. During that time, publishers negotiated allocation without author participation.
6. **INFERIOR NOTICE.** Specific promises made to the Court regarding notice were ultimately not honored. The Class Notice refers to “reasonable,” not “best practicable” notice.

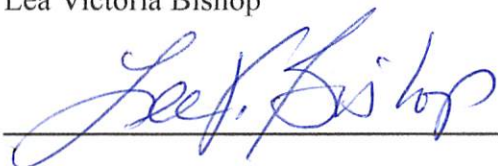
7. **MISREPRESENTATIONS.** The Class Notice materially misstated authors' rights and the Court's powers, discouraging the filing of objections.

*Allocation Plan*

8. **INADEQUATE REPRESENTATION.** Authors' interests were not reasonably protected in the allocation plan, which includes a burdensome claims-made procedure.
9. **FORFEITURE.** The plan lets publishers take authors' unclaimed money. Despite that conflict of interest, publishers were asked to provide authors' contact information.
10. **OWNERSHIP.** Publishers have not proven they are entitled to recover, and no evidence or law supports the suggested 50/50 division.
11. **SPLIT & INTERFERENCE.** Authors must negotiate a publisher cut, with no guaranteed recovery; a publisher can bar their authors from recovery for any reason.

The Court has broad discretion under Rule 23(e) to address these concerns without disturbing the \$1.5 billion settlement. I respectfully request that the Court scrutinize these issues before final approval and am prepared to brief them in detail at the Court's direction.  
Respectfully submitted,

Lea Victoria Bishop



Feb 9, 2026

## COMPLIANCE WITH CLASS NOTICE OBJECTION REQUIREMENTS

This objection satisfies each requirement set forth in the Class Notice (FAQ 44):

- (1) **Writing.** This objection is submitted in writing.
- (2) **Case identification.** *Bartz v. Anthropic, PBC*, No. 3:24-cv-05417 (N.D. Cal.).
- (3) **Name and address.** Lea Bishop, 3627 N. Pennsylvania St., Indianapolis IN, 46205
- (4) **Class membership.** I believe myself to be an improperly excluded class member.
- (5) **Work on the Works List.** My works are not listed at the Settlement Website. I believe them to have been improperly excluded. I published four books under my former name.
  1. Lea Shaver (ed.), *Access to Knowledge in Brazil: New Research on Intellectual Property, Innovation and Development* (London: Bloomsbury Academic 2010). ISBN 978-1-84966-009-9.
  2. Nagla Rizk & Lea Shaver (eds.), *Access to Knowledge in Egypt: New Research on Intellectual Property, Innovation and Development* (London: Bloomsbury Academic 2010). ISBN 978-1-84966-008-2.
  3. Ramesh Subramanian & Lea Shaver (eds.), *Access to Knowledge in India: New Research on Intellectual Property, Innovation and Development* (London: Bloomsbury Academic 2011). ISBN 978-1-84966-526-1.
  4. Lea Shaver, *Ending Book Hunger: Access to Print Across Barriers of Class and Culture* (New Haven: Yale University Press 2020). ISBN 978-0-300-22600-3. Copyright Reg. No. TX0009216694.

The Bloomsbury Academic titles (nos. 1–3) were excluded by the U.S. registration requirement, although British-published books are exempt from U.S. registration. *Ending Book Hunger* (no. 4) is registered with the U.S. Copyright Office; it is not clear to me why it was excluded.

- (6) **Copyright interest.** I own or share ownership of all four copyrights.
- (7) **Scope of objection.** This objection applies to all authors who were excluded or disadvantaged by the proposed allocation plan and/or to the Class as a whole.
- (8) **Grounds and supporting documents.** The specific grounds are set forth above.
- (9) **Attorneys.** This objection was prepared solely by the undersigned.
- (10) **Appearance at final approval hearing.** I intend to appear at the final approval hearing.
- (11) **Signature.** Signed February 9, 2026
- (12) **Timeliness.** This objection was mailed on February 9, 2026 to:

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United States District Court for the Northern District of California  
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