

1 Elizabeth J. Cabraser (SBN 83151)  
 Daniel M. Hutchinson (SBN 239458)  
 2 Jallé H. Dafa (SBN 290637)  
 Amelia Haselkorn (SBN 339633)  
 3 **LIEFF CABRASER HEIMANN**  
**& BERNSTEIN, LLP**  
 4 275 Battery Street, 29th Floor  
 San Francisco, CA 94111-3339  
 5 Telephone: (415) 956-1000  
 6 ecabraser@lchb.com  
 dhutchinson@lchb.com  
 7 jdafa@lchb.com  
 ahaselkorn@lchb.com

8 Rachel Geman (*pro hac vice*)  
 9 Jacob S. Miller (*pro hac vice*)  
 Danna Z. Elmasry (*pro hac vice*)  
 10 **LIEFF CABRASER HEIMANN**  
**& BERNSTEIN, LLP**  
 11 250 Hudson Street, 8th Floor  
 New York, New York 10013-1413  
 12 Telephone: (212) 355-9500  
 rgeman@lchb.com  
 13 jmill@lchb.com  
 delmasry@lchb.com

14 Betsy A. Sugar (*pro hac vice*)  
 15 **LIEFF CABRASER HEIMANN**  
**& BERNSTEIN, LLP**  
 16 222 Second Ave., #1640  
 Nashville, TN 37201-2375  
 17 Telephone: (615) 313-9000  
 bsugar@lchb.com

18 *Co-Lead Class Counsel*

19  
 20 **UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

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

24 Plaintiffs, )

25 v. )

26 ANTHROPIC PBC, )

27 Defendant. )  
 28

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

**DECLARATION OF COURT APPOINTED  
 CLASS COUNSEL RACHEL GEMAN  
 REGARDING JUDGE’S MEMORANDUM  
 REGARDING PETITIONS FOR FEES AND  
 COSTS, AND ORDER (DKT. 515)**

1 I, Rachel Geman, declare:

2 1. I am a partner at the law firm of Lief Cabraser Heimann & Bernstein, LLP (“LCHB” or  
3 “Lief Cabraser”), counsel to Plaintiffs and Court-appointed Co-Lead Class Counsel (“Class Counsel”). Dkt.  
4 244, at 14-15; Dkt. 437, at 14. I am a member in good standing of the State Bar of New York, and am  
5 admitted *pro hac vice* before this Court. I have personal knowledge of the facts stated in this Declaration. If  
6 called as a witness, I could and would testify competently to them. I submit this Declaration in response to  
7 the Judge’s Memorandum Regarding Petitions for Fees and Costs, and Order (Dkt. 515).

8 **I. INTRODUCTION**

9 2. I appreciate the Court’s questions, and, to answer them in summary, with more details below:  
10 I have made no agreements to share fees with parties or Class Members in this or any other AI Copyright  
11 (or, in fact, any) class action case; I am aware of no such agreements; and, were I to become aware of such  
12 agreements, I would bring such agreements to the attention of the Court. The same is true for Lief  
13 Cabraser.

14 3. At every point I have understood that fees are up to the Court. This is clear from the start of  
15 this case—my Attorney Representation Agreement with my client Andrea Bartz provided that fee terms  
16 were “subject to the principle that fees in a class action case are subject to Court approval”—and was clear  
17 in the Settlement Agreement: “The amount of the Fee Award shall be determined **by the Court** based on  
18 petition from Class Counsel.” Dkt. 363-3, at ¶ 8.1 (emphasis added).

19 4. And, whatever fees the Court may award, I also submit that the law firms other than Class  
20 Counsel have provided considerable value to the Class. Class Counsel included non-Class Counsel to help  
21 ensure consideration of all interests in crafting a first-of-its-kind-Settlement that treats all Class Members  
22 equitably.

23 5. Thus, anterior to and separate from the question of the fee or its allocation,<sup>1</sup> I do not believe  
24 that the participation of other counsel in this case has caused me, Lief Cabraser, or Susman Godfrey to  
25 deviate from any of our own important duties to the Class and in fact it has furthered them. I am proud of  
26  
27

28 <sup>1</sup> The Fee Petition (Dkt. 505 and 506) and the Judge’s Memorandum Regarding Petitions for Fees and  
Costs, and Order (Dkt. 515) are posted on the settlement website.

1 this Settlement because of the tremendous relief it will provide to Class Members (if approved) and because  
2 it enables authors and publishers alike to recover.

3 6. The four specific items raised by the Court's Order are addressed below, and I also stand  
4 ready to answer any other questions the Court may have. In sum, I unequivocally state that there is no  
5 agreement to share any fee award (or any portion of any fee award) from this litigation with any party,  
6 plaintiff, or Class Member. Nor is there any quid pro quo or agreement of any kind, anywhere, that would  
7 result in payment by Class Counsel to any other lawyer or law firm in another lawsuit based on anything  
8 that has transpired, or will transpire, in this litigation or in this Court. The sole agreements Plaintiffs'  
9 Counsel and Class Counsel have made in this litigation regarding sharing any fee award relate to sharing  
10 fees with law firms or attorneys who have appeared as counsel of record in this Litigation and/or who have  
11 otherwise performed common benefit work on behalf of Plaintiffs and the Class: co-lead Class Counsel  
12 Lief, Cabraser, Heimann & Bernstein, LLP ("LCHB"), and Susman Godfrey L.L.P. ("SG"); Cowan  
13 DeBaets Abrahams & Sheppard LLP ("CDAS"); Professor Samuel Issacharoff ("Prof. Issacharoff");  
14 Edelson PC ("Edelson"), and Oppenheim + Zebak, LLP ("O+Z"); and Slarskey LLC and Archstone Law  
15 Group ("Slarskey"). No Class Member will receive a "sweeter deal" that would result in payment beyond  
16 their Court-approved share of the Settlement Fund.

## 17 **II. THE COURT'S ORDER.**

### 18 **A. LCHB's Response to Item No. 1.**

19 7. Item No. 1 states:

20 All law firms who have filed fee or cost petitions in this action (or on whose  
21 behalf one has been filed) shall file a declaration setting forth the full extent to  
22 which such firm has (or has not) made any agreement(s) to share any  
23 portion(s) of any fee award in this class action or in any other class action(s)  
24 (putative or certified) involving any party (or class member) herein, and  
25 stating as to each such agreement its date, terms, the extent to which it is  
26 verbal and the extent to which it is in writing (or in an email or text or other  
27 message), and the parties and the names of all persons who made the  
28 agreement."

Dkt. 515, at 10.

8. **There is no agreement to share attorneys' fees with any party, plaintiff, or Class  
Member in this litigation ("Litigation").** LCHB has not made any agreement to share any fee award (or

1 any portion of any fee award) from this Litigation with any party, plaintiff, or Class Member in this  
2 Litigation.

3 9. Any agreement LCHB has made in this Litigation regarding sharing any fee award relates to  
4 sharing fees only with law firms or attorneys who have appeared as counsel of record in this Litigation  
5 and/or who have otherwise performed common benefit work on behalf of Plaintiffs and the Class.

6 10. On August 19, 2024, LCHB and CDAS entered into a written Attorney Representation  
7 Agreement (“ARA”) with Plaintiff Andrea Bartz. The ARA noted: “The ATTORNEYS have agreed  
8 between themselves and their co-counsel (COWAN DEBAETS ABRAHAMS & SHEPPARD LLP (CDAS)  
9 and SUSMAN GODFREY LLP (SG), subject to the principle that fees in a class action case are subject to  
10 Court approval, to divide the fees as such: after repayment of costs, LCHB and SG will each receive 45% of  
11 fees and CDAS will receive 10% of fees.”

12 11. The ARA was signed by me for LCHB, by Scott J. Sholder for CDAS, and by Ms. Bartz for  
13 herself. I understand that, at the time, SG likewise executed fee agreements with the two other plaintiffs that  
14 contained similar language disclosing the participation of LCHB and CDAS and the proposed allocations.

15 12. On November 27, 2024, LCHB entered into a written agreement with SG and CDAS to  
16 jointly prosecute claims for copyright infringement against Defendant Anthropic PBC on behalf of Plaintiffs  
17 and a proposed class in *Bartz et al. v. Anthropic PBC*, Case No. 3:24-cv-5417 (N.D. Cal.).

18 13. The November 27 Agreement was signed by me for LCHB, by Rohit Nath for SG, and by  
19 Kenneth Swezey for CDAS.

20 14. The November 27 Agreement provided that LCHB, SG, and CDAS would share in the  
21 contribution of work and receipt of fees as follows: 45% of the work and fees for LCHB, 45% of the work  
22 and fees for SG, and 10% of the work and fees for CDAS.

23 15. The November 27 Agreement further provided that the proposed work-sharing and fee-  
24 sharing percentages could be adjusted: (1) if the law firms agree, (2) if any law firm failed to pay its fair  
25 share of litigation expenses, (3) if any law firm is not contributing its fair share of work, or (4) if any law  
26 firm withdraws or is terminated.

27 16. In our first substantive discussion with Edelson and O+Z, LCHB—mindful of the Local  
28 Rules and the Rule 23 principles—confirmed with Edelson and O+Z that they had not, and would not,

1 receive payment from any other person or entity in connection with this Litigation. Indeed, in subsequent  
2 filings and court appearances, Edelson and O+Z have unambiguously re-confirmed the above.

3 17. LCHB's written agreement with SG, CDAS, Edelson, and O+Z, dated August 7, 2025 and  
4 finalized August 11, 2025, (the "August 7 Agreement") was fully executed and superseded the prior  
5 November 27 Agreement.

6 18. The August 7 Agreement was signed by me for LCHB, by Justin A. Nelson for SG, by  
7 Kenneth Swezey for CDAS, by Matthew Oppenheim for O+Z, and by Jay Edelson for Edelson.

8 19. Each of the Class Representatives agreed to, accepted, and signed the August 7 Agreement.  
9 Plaintiff Andrea Bartz signed for herself and Plaintiff Andrea Bartz, Inc. Plaintiff Kirk Wallace Johnson  
10 signed for himself and Plaintiff MJ + KJ, Inc. Plaintiff Charles Graeber signed for himself.

11 20. The August 7 Agreement provided that LCHB, SG, CDAS, Edelson, and O+Z would share  
12 in the contribution of work and receipt of fees as follows: 37.5% of the work and fees for LCHB, 37.5% of  
13 the work and fees for SG, 5% of the work and fees for CDAS, 12.5% of the work and fees for O+Z, and  
14 7.5% of the work and fees for Edelson.<sup>2</sup>

15 21. The August 7 Agreement provided that the proposed work-sharing and fee-sharing  
16 percentages could be adjusted for the same reasons as the November 27 Agreement: (1) if the law firms  
17 agree, (2) if any law firm failed to pay its fair share of litigation expenses, (3) if any law firm is not  
18 contributing its fair share of work, and (4) if any law firm withdraws or is terminated.

19 22. Class Counsel disclosed to the Court (and the Class) the amounts in the August 7 Agreement  
20 in Plaintiffs' Motion for Attorneys' Fees, Reimbursement of Expenses, and Plaintiff Service Awards (Dkt.  
21 505 & 506), which stated: "The law firms representing Plaintiffs have agreed to divide any fees awarded by  
22 the Court as follows: LCHB and SG with 37.5% each, CDAS with 5%, O+Z with 12.5%, and Edelson PC  
23 with 7.5%."

24 23. Further, Class Counsel has disclosed to the Court that they would, subject to Court  
25 approval, share any fees with two other law firms who performed common benefit work. Specifically, as set  
26 forth in my declaration (Dkt. 505-3 ¶ 45), Class Counsel noted the intention to share \$137,431.40 from any

27  
28 <sup>2</sup> In addition, the November 27 Agreement included a now moot provision that, if the total fees recovered  
exceeded \$500,000,000, then any amounts in excess of \$500,000,000 would be shared as follows: 32.8125%  
for LCHB, 32.8125% for SG, 4.375% for CDAS, 18.75% for O+Z, and 11.25% for Edelson.

1 fee awarded to Slarskey LLC and Archstone Law Group (Ms. Brenda Ulrich) for work completed in  
2 connection with the Author-Publisher Working Group and Authors' Coordination Counsel duties. I also  
3 noted that Class Counsel did not include this amount in the calculation of total lodestar. Previously, on  
4 September 16, Class Counsel had informed Mr. Slarskey and Ms. Ulrich that while any fee was subject to  
5 Court approval, Class Counsel was willing to support a request for fees for work supporting authors of up to  
6 2x their lodestar. The \$137,431.40 is 2x the lodestar of Mr. Slarskey and Ms. Ulrich. As further set forth in  
7 my Declaration (Dkt. 505-3), the Class also benefited from the work of Prof. Samuel Issacharoff, who  
8 provided critical assistance in this case, including commenting on and evaluating the settlement agreement,  
9 Counsel's extensive filings regarding preliminary approval, the structure of the claims process, and the  
10 discussion of the default split between rights holders. Class Counsel would, subject to Court approval, share  
11 any fee awarded with Professor Issacharoff based on his \$93,440 in lodestar that he accumulated doing this  
12 common benefit work. Plaintiffs filed their notice of association of counsel identifying Professor Issacharoff  
13 on August 11, 2025. *See* Dkt. 298.

14 24. SG and LCHB set forth Class Counsel's intention to share this amount with Professor  
15 Issacharoff orally.

16 25. **There is no agreement to share attorneys' fees with any party, plaintiff, or Class**  
17 **Member in other class action copyright litigation.** LCHB has not made any agreement to share any fee  
18 award (or any portion of any fee award) from any other such litigation with any party, plaintiff, or Class  
19 Member in this Litigation. There is no "quid pro quo" or agreement of any kind, anywhere, with anybody,  
20 that would result in payment by LCHB to any party, plaintiff, or Class Member.

21 26. LCHB is involved in pending copyright class actions as follows: (1) *In Re: OpenAI, Inc.*  
22 *Copyright Infringement Litigation*, No. 1:25-md-03143-SHS-OTW (S.D.N.Y.); (2) *Bird et al. v. Microsoft*  
23 *Corporation*, No. 1:25-cv-05282-SHS (S.D.N.Y.); (3) *Kadrey et al. v. Meta Platforms, Inc.*, No. 3:23-cv-  
24 03417-VC (N.D. Cal.); (4) *Nazemian et al. v. NVIDIA Corporation*, No. 4:24-cv-01454-JST (N.D. Cal.);  
25 and (5) *In Re Mosaic LLM Litigation*, No. 3:24-cv-01451-CRB (N.D. Cal.).

26 27. I do not read the Court's Order to require disclosure of matters in which LCHB declined to  
27 participate or non-Class matters. And, while it is unclear whether the Court was seeking specific terms (or a  
28 representation that there are no terms), I am providing the below information nonetheless.

1 28. None of the proposed joint prosecution agreements in other lawsuits are related to or  
2 contingent upon anything in this Litigation or the Court. There is no “quid pro quo” or agreement of any  
3 kind that would result in payment by LCHB to any other lawyer or law firm in another lawsuit based on  
4 anything that has transpired, or will transpire, in this Litigation or in this Court.

5 29. Neither Edelson, O+Z, Slarskey, Archstone, nor Professor Issacharoff is counsel of record in  
6 these cases.

7 30. I refer to Mr. Nelson’s Declaration for the proposed fee allocation shares in Nvidia and  
8 Mosaic (case numbers (4) and (5) above), as well as for the discussion of the OpenAI case (case number (1)  
9 above) after March 2024, when LCHB, SG, and CDAS filed a consolidated complaint in the Southern  
10 District of New York.<sup>3</sup>

11 31. With respect to the start of the OpenAI case through March 2024, LCHB and CDAS filed the  
12 first AI copyright class action case against OpenAI (and, later, Microsoft) in the S.D.N.Y., which came to be  
13 the transferee Court in the MDL, in September 2023. We disclosed to our clients that “[t]he ATTORNEYS  
14 have agreed between themselves, subject to the principle that fees in a class action case are subject to Court  
15 approval, to divide the fees . . . [after lodestar] (1) 70% LCHB/30% CDAS if the case resolves before a  
16 resolution on an motion to dismiss (assuming discovery is stayed in that time); (2) 80% LCHB/20% CDAS  
17 if the hard costs go over \$400,000 or the case enters discovery (whichever comes first); and (3) 85%  
18 LCHB/15% CDAS as of the time the parties have had to brief class certification.” Once the case sequencing  
19 was such that we were litigating summary judgment before class certification, and in the wake of LCHB’s  
20 time commitment, we agreed that, after lodestar was repaid, the proposed allocation above the lodestar  
21 amount would be 15% to CDAS and 85% to LCHB.

22 32. A March 6, 2024 written agreement between LCHB, SG, and CDAS provided that LCHB,  
23 SG, and CDAS would share in the contribution of work and receipt of fees, and noted that the “the Law  
24 Firms understand that in a class action, fees ultimately are up to the Court.” The agreement was signed by  
25 Mr. Nelson for SG, by me for LCHB, and by Mr. Swezey for CDAS. Subject to change and Court approval,  
26

27 <sup>3</sup> Among the plaintiffs’ counsel in OpenAI, Meta, Nvidia, and Mosaic is Matthew Butterick. Mr. Butterick  
28 is the author of one (1) work on the Works List. It is therefore possible he will recover in this Litigation.  
We, however, have no agreements with him in connection with this Litigation. Separately, I also have  
relatives whose works are on the Works List (including my father).

1 the agreement provided for the work and fees to be split at least 45% to SG; at least 7.5% to CDAS; and  
2 55% to LCHB and CDAS combined.

3 33. The Microsoft case (case number (2) above) is stayed. SG, CDAS, and I have addressed that  
4 the agreement, if approved, would be akin to the March 6, 2024 OpenAI agreement among our three firms.  
5 As is my practice, I disclosed to my clients in this matter that “[f]ees in a class action case are subject to  
6 Court approval.”

7 34. There is at present no proposed fee sharing agreement between and among all counsel in  
8 Meta (case number (3) above). I have orally discussed fees with Mr. Swezey of CDAS, specifically our  
9 anticipation that the agreement would be similar to those in our other cases.

10 35. Finally, it is possible that some absent Class Members in this Litigation are also absent Class  
11 Members in other non-copyright-related cases. I do not read the Court’s Order as requiring an investigation  
12 into the full contours of potential overlap between Class Members in this matter and in the firm’s other  
13 cases. I am unaware of any firm Class case, past or present, in which any fee was or would be shared with  
14 any party or Class Member, or in which any Class Member or party would receive a greater recovery than  
15 others similarly situated. The sole exception would be noticed applications for service awards to class  
16 representatives in some cases, which awards are at the discretion of the court.

17 **B. LCHB’s Response to Item No. 2.**

18 36. Item No. 2 states:

19 Likewise, all law firms who have filed fee petitions herein (or on whose  
20 behalf on has been filed) shall file a declaration setting forth the full extent to  
21 which such firm has made any proposal(s) to anyone — and the full extent to  
22 which anyone has made any proposal(s) to such firm — to share any  
23 portion(s) of any fee award in this class action or in any other class action(s)  
24 (putative or certified) involving any party (or class member) herein, and  
stating as to each such proposal its date, proposed terms (including as  
suggested or implied), the extent to which it was verbal and the extent to  
which it was in writing (or in an email or text or other message), and the  
parties and the names of all persons who made or received the proposal.

Dkt. 515, at 10.

25 37. Item No. 2 seeks the same information as Item No. 1 for any “proposal(s)” to share any fee  
26 award, rather than for “agreement(s)”.

1 38. In the time leading up to the initial preliminary approval submissions in early September  
2 2025, LCHB joined a discussion with counsel from Fairmark Partners, SG, and CDAS about Fairmark  
3 Partners' potential role in the Author-Publisher Working Group. No proposed agreement was consummated  
4 and I did not discuss potential fee allocation with that firm, although my understanding was Class Counsel  
5 would seek to have their time compensated if permitted.

6 39. LCHB has neither proposed, nor been the recipient of any proposal to share, any fee award  
7 (or any portion of any fee award) with any party, plaintiff, or Class Member in this Litigation, in other  
8 litigation, or in any other context.

9 **C. LCHB's Response to Item No. 3.**

10 40. Item No. 3 states:

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

15 Dkt. 515, at 10-11.

16 41. No such arrangements or proposals have been made by or proposed to LCHB, nor is LCHB  
17 aware of any such arrangements or proposals by anyone else. If LCHB becomes aware of any request for a  
18 "sweeter deal," we will immediately report it to the Court.

19 **D. LCHB's Response to Item No. 4.**

20 42. Item No. 4 states:

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

23 Dkt. 515, at 10-11.

24 43. LCHB is preserving all "emails, messages, and written materials" related in any way to the  
25 matters set forth in the Judge's Memorandum Regarding Petitions for Fees and Costs, and Order (Dkt. 515).

26 I declare under penalty of perjury that the foregoing is true and correct.

27 Executed New York, New York, this 30th day of December, 2025.

28 /s/ Rachel Geman  
Rachel Geman

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

**DECLARATION OF COWAN,  
DEBAETS, ABRAHAMS &  
SHEPPARD LLP IN RESPONSE TO  
THE COURT'S ORDER  
AT DOCKET NO. 515**

I, SCOTT J. SHOLDER, declare and state as follows:

1. I am a partner with the law firm Cowan, DeBaets, Abrahams & Sheppard LLP (“CDAS”). I am a member in good standing of the bar of the states of New York and New Jersey and am admitted in this case *pro hac vice*. I make these statements based on personal knowledge and would so testify if called as a witness.

**CDAS's Involvement In This Case**

2. As a threshold matter, CDAS wishes to address the Court's concerns regarding the duration and scope of the firm's involvement in this case. [See Dkt. No. 515 at 2.]

3. CDAS has appeared as co-counsel for the named Plaintiffs and Proposed Class in this case from the beginning, with myself and my former colleague CeCe M. Cole being listed as Attorneys for Plaintiffs and the Proposed Class in the initial complaint (and civil cover sheet noting *pro hac vice* applications forthcoming), which was filed on August 19, 2024. [See Dkt. No. 1 at 20. See also Dkt. No. 70 at 21 (amended complaint).] The Court granted *pro hac vice* motions filed

by Ms. Cole and me on September 19, 2024 [*see* Dkt. Nos. 31 & 32]. CDAS attorneys have appeared in this case for more than a year, well before the first hearing on preliminary approval [*contra* Dkt. 515 at 2].

4. CDAS attorneys have advised the appointed Class Counsel firms on copyright law and strategy at all stages of the case at the request of Class Counsel given our firm's decades of experience with copyright law and copyright litigation. [*See generally*, Dkt. No. 505-5 at ¶¶ 3-8.] Our firm's litigators not only prosecute and defend complex and important copyright cases but are also thought leaders in this space. The CDAS attorneys who have appeared in this case write and speak extensively on cutting-edge copyright matters; file amicus briefs in the courts of appeals and before the Supreme Court in copyright cases; hold leadership roles, including, *inter alia*, serving as past president of the Copyright Society of the USA (Nancy E. Wolff), and as members of the ABA copyright reform task force and New York City Bar Association Copyright & Literary Property Committee; and have been ranked by organizations such as Chambers & Partners for their accomplishments in copyright law.

5. Ms. Cole and I were involved in, *inter alia*, researching, reviewing, and revising the complaints and motion papers in this case, including the opposition to Anthropic's summary judgment motion [*see* Dkt. No. 164 (listing CDAS as co-counsel of record)] and plaintiffs' motion for class certification brief [*see* Dkt. No. 125 (listing CDAS as co-counsel of record)]; assisting with defensive discovery responses; and providing substantive legal advice regarding relevant copyright law issues and overall case strategy, including during weekly trial team calls with co-counsel and weekly internal firm strategy meetings.

6. CDAS attorneys also worked with Class Counsel on the terms of the class settlement itself and in drafting responses to the Court's questions for the preliminary approval hearing [Dkt Nos. 375 and 383] and appeared on the responsive filing [Dkt. No. 418].

7. After the class was certified and in connection with the proposed class settlement, CDAS was asked by Class Counsel to further the interests of the class by working as part of the Author-Publisher Working Group ("APWG") and as Authors' Coordination Counsel ("ACC"). In connection with our role in the APWG, on September 7, 2025, an additional CDAS partner, Nancy E. Wolff, entered an appearance [*see* Dkt. No. 366] given her decades of experience working at the intersection of copyright law and the publishing industry. Ms. Wolff also filed a declaration with the Court in support of the motion for settlement [Dkt. No. 397], appeared at the September 8, 2025 settlement hearing, and filed a declaration in support of Plaintiffs' Motion for Attorney's Fees, Reimbursement of Expenses, and Plaintiff Service Awards [Dkt. No. 505-5].

8. As part of CDAS's role as ACC, Ms. Cole, Ms. Wolff, and I—along with other attorneys at the firm in supporting capacities—assisted in gathering information and engaging in communications related to the Plan of Allocation & Distribution; reviewing and revising the Class List, the Plan of Distribution, the Claim Form, and the Class Notice; and liaising with stakeholders on the Class List, including soliciting input from these stakeholders.

9. We also advised and assisted Class Counsel with the compilation of the Works List, including by improving the methods by which works were assessed for satisfaction of the class criteria and ensuring compliance with copyright law. For example, we assisted Class Counsel with developing a method to ensure that works published immediately prior to the introduction of ISBNs and the full digitization of copyright records—*i.e.*, from the 1964-1977 period—were included on the Works List despite the significant challenges associated with their inclusion (*e.g.*,

the fragmentary nature of the records regarding these works). We also aided Class Counsel in determining which renewal registrations satisfied the class criteria. As a result of our efforts, Class Counsel was able to verify tens of thousands of additional works for inclusion on the Works List. Finally, with respect to Class Notice, we worked with Class Counsel to coordinate with author groups and major literary agencies.

### **The Court's Questions**

10. CDAS responds as follows to the Court's inquiries [Dkt. No. 505 at 10-11].

11. **No. 1.** "All law firms who have filed fee or cost petitions in this action (or on whose behalf one has been filed) shall file a declaration setting forth the full extent to which such firm has (or has not) made any agreement(s) to share any portion(s) of any fee award in this class action or in any other class action(s) (putative or certified) involving any party (or class member) herein, and stating as to each such agreement its date, terms, the extent to which it is verbal and the extent to which it is in writing (or in an email or text or other message), and the parties and the names of all persons who made the agreement."

- a. CDAS states that it has not made (nor has anyone made on its behalf) any agreement or other arrangement to share fees in this case or any other case with any party or class member in this case or any other case.
- b. CDAS states that any proposed fee-allocation arrangements in this action (and other putative class action cases discussed below) relate solely to the proposed allocation of fees among attorneys on the plaintiffs' side who have litigated or otherwise worked on the case.
  - i. Specifically, in this case, CDAS entered into the following agreements:

1. At the very outset of the litigation, CDAS and Lief Cabraser Heimann & Bernstein, LLP (“LCHB”) entered into a September 2024 Attorney Representation Agreement (“ARA”) with named plaintiff Andrea Bartz which discloses the following proposed fee allocation: “subject to the principle that fees in a class action case are subject to Court approval, to divide the fees as such: after repayment of costs, LCHB and SG will each receive 45% of fees and CDAS will receive 10% of fees.” Ms. Bartz signed this agreement for herself, I signed it for CDAS, and Rachel Geman signed it for LCHB. I understand that the ARA between Susman Godfrey LLP (“SG”) and the other two named plaintiffs in this case disclose CDAS’s and LCHB’s involvement in the litigation as well as the proposed fee-allocation arrangement quoted above.
2. Consistent with the ARAs, a November 27, 2024 letter agreement entered among SG, LCHB, and CDAS addressed joint participation in investigating and pursuing claims in this case, as well as the proposed fee allocation as set forth above. This letter agreement was signed by me for CDAS, Rachel Geman for LCHB, and Rohit Nath for SG. Further details regarding the terms of the November 27, 2024 letter agreement are set forth in the Declaration of Rachel Geman of LCHB (“LCHB Declaration”) and the declaration of Justin Nelson of SG (“SG Declaration”).

3. On August 7, 2025, SG, LCHB, CDAS, Edelson PC (“Edelson”), and Oppenheim + Zembrak, LLP (“O+Z”), entered into a letter agreement amending the November 27, 2024 letter agreement to reflect Edelson’s and O+Z’s participation. This letter agreement was fully executed as of August 11, 2025, and was signed by Kenneth Swezey for CDAS; Justin Nelson for SG; Rachel Geman for LCHB; Jay Edelson for Edelson; and Matthew Oppenheim for O+Z. The above-referenced proposed allocation of fees was amended as follows: SG and LCHB (37.5% each); CDAS (5%); Edelson (7.5%); and O+Z (12.5%) (with Edelson/O+Z’s share to be increased if recovery exceeded certain thresholds). Further details regarding the terms of the August 11, 2025 letter agreement are set forth in the LCHB Declaration and in the SG Declaration.
4. CDAS was also party to email communications concerning compensation for Slarskey LLC (“Slarskey”) and Archstone Law Group, PC (“Archstone”). David Slarskey emailed Nancy Wolff and I on September 16, 2025, regarding fees for his firm and Archstone, and Ms. Wolff directed him to contact Class Counsel, which he did. Further details relating to Slarskey and Archstone are set forth in the LCHB Declaration and in the SG Declaration.
5. CDAS does not have any agreements with Edelson, O+Z, Slarskey, or Archstone in any other case.

ii. CDAS is also co-counsel alongside LCHB and/or LCHB and SG in several other putative class action copyright cases, which may involve overlapping class members with this case.

1. These cases are: (1) *In Re: OpenAI, Inc. Copyright Infringement Litigation*, No. 1:25-md-03143-SHS-OTW (S.D.N.Y.); (2) *Bird et al. v. Microsoft Corporation*, No. 1:25-cv-05282-SHS (S.D.N.Y.) (stayed); (3) *Kadrey et al v. Meta Platforms, Inc.*, No. 3:23-cv-03417-VC (N.D. Cal.); (4) *Nazemian et al v. NVIDIA Corporation*, No. 4:24-cv-01454-JST (N.D. Cal.); and (5) *In Re Mosaic LLM Litigation*, No. 3:24-cv-01451-CRB (N.D. Cal.).
2. In some of these cases, CDAS has written joint prosecution and proposed fee allocation arrangements with co-counsel, which are described in the LCHB Declaration and in the SG Declaration.
3. CDAS has no agreement to share any fees awarded in the above-mentioned cases with any party or class member in those other putative class action cases, nor with any party or class member in this case. Each arrangement described above is completely separate and independent from any arrangement regarding fee allocation in this case.

12. **No. 2.** “Likewise, all law firms who have filed fee petitions herein (or on whose behalf one has been filed) shall file a declaration setting forth the full extent to which such firm has made any proposal(s) to anyone — and the full extent to which anyone has made any proposal(s) to such firm — to share any portion(s) of any fee award in this class action or in any

other class action(s) (putative or certified) involving any party (or class member) herein, and stating as to each such proposal its date, proposed terms (including as suggested or implied), the extent to which it was verbal and the extent to which it was in writing (or in an email or text or other message), and the parties and the names of all persons who made or received the proposal.

- a. CDAS states that it has not made (nor has anyone made on its behalf) any proposal to share fees in this case or any other case with any party or class member in this case or any other case.
- b. CDAS was party to email communications with a law firm called Fairmark Partners LLP (“Fairmark”) regarding that firm’s potential involvement in this case but is unaware of any fee allocation proposals. Further details relating to Fairmark are set forth in the LCHB Declaration and in the SG Declaration.
- c. CDAS otherwise refers the Court to ¶ 12(b) above regarding its fee-allocation arrangements with co-counsel in this and in other cases, and states that any other proposals (verbal or written) would be related to these arrangements.

13. **No. 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.”

- a. CDAS states that it has not made (nor has anyone made on its behalf) any arrangements nor has it proposed (nor has anyone proposed on its behalf) any arrangements whereby any class member would receive a sweeter recovery than other class members.

14. **No. 4.** “All emails, messages, and written materials relating to any of the above shall be preserved for future potential discovery.”

- a. CDAS states that it has no emails, messages, or other written materials regarding any agreement or proposal to share fees in this case or any other case with any party or class member in this case or any other case, or with respect to what the Court describes in Item No. 3, above.
- b. CDAS states that it will retain and preserve all emails, messages, and written materials pertaining to the fee-allocation arrangements, or any proposals regarding the same, between and among co-counsel as referenced in ¶¶ 12(b) and 13(b), above.

I declare under penalty of perjury under the laws of the United States of America that the above is true and correct to the best of my knowledge, belief, and recollection.

Executed in New York, New York on December 30, 2025

/s/ Scott J. Sholder  
Scott J. Sholder (*admitted pro hac vice*)

1 Samuel Issacharoff (*Pro Hac Vice*)  
40 Washington Square South, Suite 411J  
2 New York, NY 10012  
(212) 998-6580  
3 Fax: (212) 995-4590  
Email: si13@nyu.edu  
4

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

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

12 Plaintiffs, )

13 v. )

14 ANTHROPIC PBC, )

15 Defendant. )  
16

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

**SUPPLEMENTAL DECLARATION OF  
SAMUEL ISSACHAROFF IN SUPPORT OF  
PLAINTIFFS' MOTION FOR  
SETTLEMENT APPROVAL,  
ATTORNEYS' FEES, REIMBURSEMENT  
OF EXPENSES, AND PLAINTIFF  
SERVICE AWARDS**

17 I, Samuel Issacharoff declare:

18 1. I previously submitted a declaration in this matter on December 3, 2025, as part of Class  
19 Counsel's Motion for Settlement Approval and an Award of Attorneys' Fees. In response to the Court's  
20 Order of December 23, 2025, I submit this additional information.

21 2. I originally appeared in this litigation before there was any settlement reached in order to  
22 advise Class Counsel with issues that might arise in prosecuting or settling this case. At no point have I  
23 held myself out as representing any class members separately or serving independently as Class Counsel. I  
24 have instead played the role I frequently play in complex litigation of advising appointed Class Counsel in  
25 anticipating issues that might arise, particularly should there be appeals of a class judgment or settlement. I  
26 have played this role many times with both of the class firms: Lieff Cabraser and Susman Godfrey.

27 3. In this role I consult with and advise Class Counsel and frequently argue cases on appeal.

28 This includes cases in the Northern District of California and the Ninth Circuit, such as the litigation

1 involving VW Emissions, TransUnion credit privacy, Uber sexual assault, and others that are divulged to  
2 the courts and opposing counsel as the issues mature. Because of the areas that I focus on, there is often a  
3 need for confidentiality with regard to my involvement in the case until questions mature, if they ever do.

4 4. In these cases, I am sometimes paid by Class Counsel as an expense. More frequently, if the  
5 case is large and it is difficult to anticipate how extensive my participation will be, I work with Class  
6 Counsel and my time and expenses are submitted to the Court for approval as part of class fees. In such  
7 cases, I bear the risk of nonpayment if the case is not successful and I carry my own expenses. Generally in  
8 such cases I share the upside of a risk enhancement if the case prevails and recover nothing if it fails. I  
9 would hope to recover my expenses as well if the case resolves favorably.

10 5. In the present case, I agreed to work on this basis. This establishes the extent of my only  
11 contractual expectations from Class Counsel. At all times, my participation was subject to court approval as  
12 part of the ultimate fee submission if the case resolved favorably for the class. There was never any  
13 expectation that any counsel could commit to this agreement absent Court approval or that the agreement of  
14 Counsel would bind the Court. This is exactly the arrangement presented to Judge Breyer at the conclusion  
15 of VW Emissions, in which I worked for the entirety of the litigation as counselor to Class Counsel  
16 Elizabeth Cabraser and as a counsel of record on the appeals in that case, including successful appellate  
17 argument in defense of the settlement. My role there was at all times to work as supplemental counsel to the  
18 Court-appointed lead counsel. I believe that the submission of the work done in this case and the conditions  
19 as part of the fee approval process conforms to the requirements of Rule 23, as amended in 2018, and  
20 particularly as to making all such arrangements public and subject to court approval.

21 6. In response to the Court's specific questions, I declare that I am not in possession of any fee  
22 agreements in this case between any lawyers, and that there are no agreements governing my fees other than  
23 an oral agreement with Mr. Nelson that I would submit my hours as part of Class Counsel's submission for  
24 the Court's review process.

25 I declare under penalty of perjury that the foregoing is true and correct.

26 Executed, this 30th day of December, 2025.

27  
28 /s/ Samuel Issacharoff  
Samuel Issacharoff

**ATTESTATION**

Pursuant to Local Rule 5-1(i)(3), I attest that all signatories above have concurred in the filing of this document.

Dated: December 30, 2025

By: /s/ Rachel J. Geman  
Rachel J. Geman

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  
26  
27  
28

1 GAW POE LLP  
2 CHRISTOPHER WIMMER (Bar Number 263275)  
3 cwimmer@gawpoe.com  
4 ONE EMBARCADERO, SUITE 1200  
5 SAN FRANCISCO, CA 94111  
6 Telephone: (415) 326-3957  
7 Facsimile: (415) 737-0642

6 ARCHSTONE LAW GROUP, P.C.  
7 BRENDA M. ULRICH  
8 bulrich@archstonelaw.com  
9 Riverside Center, 275 Grove St, Suite 2-400  
10 Newton, MA 02466  
11 Attorneys for Proposed Intervenors  
12 Textbook and Academic Authors Association

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

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

19 Plaintiffs,

20 vs.

21 ANTHROPIC PBC,

22 Defendants.

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

**DECLARATION OF BRENDA M.  
ULRICH IN RESPONSE TO  
JUDGE'S MEMORANDUM AND  
ORDER REGARDING PETITIONS  
FOR FEES AND COSTS**

23  
24  
25  
26  
27  
28

1 I, Brenda M. Ulrich, declare and state as follows:

2 1. I am an attorney, partner with the law firm of Archstone Law Group, P.C., and  
3 counsel for the Textbook and Academic Authors Association (“TAA”).

4 2. I am personally familiar with the facts contained in this declaration and make this  
5 declaration in response to the Court’s Memorandum and Order Regarding Fees and Costs, issued  
6 December 23, 2025.

7 3. Archstone Law Group, P.C. has made no agreement to share any portion of any fee  
8 award in this class action or in any other class action(s) (putative or certified) involving any party  
9 (or class member) herein.

10 4. Archstone Law Group, P.C. has not made any proposal to anyone to share any  
11 portion of any fee award in this class action or in any other class action(s) (putative or certified)  
12 involving any party (or class member) herein.

13 5. Archstone Law Group, P.C. is not aware of any arrangement or proposal by which  
14 any class member would receive a recovery other than as approved by the Court.

15 6. The only agreement Archstone Law Group, P.C. is a party to that pertains to sharing  
16 of fees is the agreement referenced in the Declaration of Justin Nelson, Paragraph 20, which  
17 accurately discloses the agreement between Archstone Law Group, P.C. and Class Counsel.

18

19 I declare under penalty of perjury that the foregoing is true and correct. Executed on December 30,  
20 2025, in Boston, MA.

21

Respectfully submitted,

22



23

Brenda M. Ulrich

24

25

26

27

28

1 GAW POE LLP  
2 CHRISTOPHER WIMMER (Bar Number 263275)  
3 cwimmer@gawpoe.com  
4 ONE EMBARCADERO, SUITE 1200  
5 SAN FRANCISCO, CA 94111  
6 Telephone: (415) 326-3957  
7 Facsimile: (415) 737-0642

8 SLARSKEY LLC  
9 DAVID N. SLARSKEY (*pro hac vice application pending*)  
10 dslarskey@slarskey.com  
11 767 THIRD AVENUE, 14TH FLOOR  
12 NEW YORK, NY 10017

13 Attorneys for Proposed Intervenors  
14 Textbook and Academic Authors Association

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA  
17 SAN FRANCISCO DIVISION

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

22 Plaintiffs,

23 vs.

24 ANTHROPIC PBC,

25 Defendants.

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

**DECLARATION OF DAVID N.  
SLARSKEY IN RESPONSE TO  
JUDGE’S MEMORANDUM AND  
ORDER REGARDING PETITIONS  
FOR FEES AND COSTS**

1 I, David Slarskey, declare and state as follows:

2 1. I am an attorney, partner with the law firm of Slarskey LLC, and counsel for the  
3 Textbook and Academic Authors Association (“TAA”).

4 2. I am personally familiar with the facts contained in this declaration and make this  
5 declaration in response to the Court’s Memorandum and Order Regarding Fees and Costs, issued  
6 December 23, 2025.

7 3. Slarskey LLC has made no agreement to share any portion of any fee award to it in  
8 this class action or in any other class action(s) (putative or certified) involving any party (or class  
9 member) herein.


10 4. Slarskey LLC has not made any proposal to anyone to share any portion of any fee  
11 awarded to it in this class action or in any other class action(s) (putative or certified) involving any  
12 party (or class member) herein.

13 5. Slarskey LLC is not aware of any arrangement or proposal by which any class  
14 member would receive a recovery other than as approved by the Court.

15 6. The only agreement Slarskey LLC is a party to that pertains to sharing of fees is the  
16 agreement referenced in the Declaration of Justin Nelson, Paragraph 20, which accurately discloses  
17 the agreement between Slarskey LLC and Class Counsel.

18  
19 I declare under penalty of perjury that the foregoing is true and correct. Executed on December 30,  
20 2025, in New York, New York.

21 Respectfully submitted,

22   
23 \_\_\_\_\_  
24 David Slarskey

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  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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,

Defendant.

Case No.3:24-cv-05417

**DECLARATION OF JUSTIN A. NELSON  
IN RESPONSE TO JUDGE’S  
MEMORANDUM REGARDING  
PETITIONS FOR FEES AND COSTS,  
AND ORDER (DKT. 515)**

I, Justin A. Nelson, declare and state as follows:

1. I am a partner at the law firm of Susman Godfrey L.L.P. (“SG”) and serve as Class Counsel for Plaintiffs in the above-captioned action (“Action”). I submit this declaration in response to the Judge’s Memorandum Regarding Petitions for Fees and Costs, and Order (Dkt. 515) (“Memorandum and Order”), issued on December 23, 2025.

2. I have personal knowledge of the information contained herein, and if called to testify as a witness, could and would testify competently thereto.

3. I am immensely proud of the \$1.5 billion settlement. If approved, the settlement would provide the largest known copyright recovery in history. The Settlement also provides substantial non-monetary relief as detailed in the motions for preliminary approval. We achieved this result in the face of significant legal uncertainty in a novel and emerging area of law of tremendous importance to the public interest. It is the first major settlement of an AI lawsuit on behalf of copyright owners.

4. The reaction to the Settlement that Class Counsel have seen thus far has been overwhelmingly positive. Since the Settlement was announced, we have heard enthusiastic support

1 for the Settlement from authors, from publishers large and small, membership trade associations  
2 for authors and publishers, and other members of the rightsholder and creator community.

3 5. The priority for Class Counsel in this case is ensuring that this excellent Settlement  
4 receives final approval in an efficient and expeditious manner so that the hundreds of thousands of  
5 Class Members can receive the substantial cash distributions under the Settlement. Class Counsel  
6 hope that the attorneys' fee requests do not delay the progress of the Settlement and, ultimately,  
7 what we firmly believe is a fantastic recovery for the Class.

8 6. As explained in detail below, except for what was disclosed already to the Court, no  
9 other agreement exists to share any portion(s) of any fee award in this Action. No agreement—  
10 express or implied—exists to share any part of the fee award with any party or absent class member  
11 in this or any other class action involving any party or class member herein. And aside from those  
12 detailed in the fee petition (Dkt. 506-1), no other law firm is sharing or will share—either directly  
13 or indirectly—in any portion of this fee award.

14 **QUESTION NO. 1**

15 7. The Memorandum and Order first asks: “All law firms who have filed fee or cost  
16 petitions in this action (or on whose behalf one has been filed) shall file a declaration setting forth  
17 the full extent to which such firm has (or has not) made any agreement(s) to share any portion(s)  
18 of any fee award in this class action or in any other class action(s) (putative or certified) involving  
19 any party (or class member) herein, and stating as to each such agreement its date, terms, the extent  
20 to which it is verbal and the extent to which it is in writing (or in an email or text or other message),  
21 and the parties and the names of all persons who made the agreement.”

22 **Agreements to Share Fees Awarded in this Action**

23 8. No named party or absent class member is sharing directly or indirectly in any fees  
24 awarded in this Action. In addition, to the best of my and my firm's knowledge, no named party or  
25 absent class member in this Action is sharing fees in any other class action (putative or certified).

26 9. The sole agreements for sharing any fees awarded in this Action, express or implied,  
27 are agreements among the law firms identified in the fee petition filed on December 3, 2025. Dkt.  
28

1 506-1 at 7; Dkt. 503-3 (Geman Decl.) ¶ 45. Each of those agreements is identified and described  
2 below.

3 10. ***Retention Agreements with Class Representatives.*** Prior to filing this action, SG  
4 entered direct retention agreements with Plaintiffs Kirk Wallace Johnson and Charles Graeber. The  
5 agreements provided that any SG fees for work on behalf of the class would be as awarded by the  
6 Court out of any recovery. The agreements also disclosed that SG would work with Lieff Cabraser  
7 Heimann & Bernstein, LLP (LCHB) and Cowan, DeBaets, Abrahams & Sheppard LLP (CDAS),  
8 and that the firms intended to have SG and LCHB each advance 50% of any out-of-pocket expenses  
9 and an allocation of fees of SG 45%, LCHB 45%, and CDAS 10%. The agreement further specified  
10 that SG may work with other attorneys as co-counsel, subject to applicable case law and rules  
11 relevant to the certification and management of class actions and the appointment of class counsel,  
12 and that SG would seek Mr. Johnson and Mr. Graeber's agreement to the association of any other  
13 such attorneys and division of fees with them. Both agreements were in writing, executed by Mr.  
14 Johnson and Mr. Graeber respectively, executed by Rohit Nath for SG, and dated August 15, 2024  
15 (though fully executed by August 19, 2024 (Johnson) and August 18, 2024 (Graeber)).

16 11. I understand that, around the same time, LCHB and CDAS entered into a retention  
17 agreement with Andrea Bartz, which similarly disclosed that all fees would be subject to Court  
18 approval, that LCHB and CDAS would work with SG, and the proposed expense and fee allocation  
19 described above.

20 12. ***November 2024 Co-Counsel Agreement.*** On November 27, 2024, SG, LCHB, and  
21 CDAS memorialized the share of expenses, work, and fee allocation described in the retention  
22 agreements with the named plaintiffs by executing a written co-counsel agreement. That agreement  
23 provided that SG and LCHB would each advance 50% of the out-of-pocket expenses in the  
24 litigation, with LCHB managing the joint litigation fund. Fees awarded and work was agreed to be  
25 split 45% (SG), 45% (LCHB), and 10% (CDAS). The agreement also provided that the sharing  
26 percentages could be adjusted if a firm did not contribute its share of work or expenses, by written  
27 agreement of the law firms, or if a firm withdraws or is terminated. The agreement was executed  
28 by a representative for each of the three law firms. These terms were substantially similar to the

1 then-existing co-counsel agreement among the same three firms in the OAI class action. The  
2 agreement was executed by Rohit Nath for SG, Rachel Geman for LCHB, and Scott Sholder for  
3 CDAS.

4 13. ***August 2025 Co-Counsel Agreement.*** As explained in Plaintiffs’ supplemental brief  
5 in support of preliminary approval (Dkt. 401 at 4), Plaintiffs and Class Counsel have extensively  
6 engaged with relevant stakeholders in the author and publishing communities throughout this case.  
7 For example, before class certification, Plaintiffs kept the Authors Guild, Inc. (“Authors Guild”)  
8 and the Association of American Publishers (“AAP”) informed about the litigation and critical  
9 developments in the case, including settlement discussions after this Court permitted such  
10 conversations. After the class was certified and defined to include both authors and publishers,  
11 Plaintiffs’ counsel had direct conversations with the general counsels’ offices of the five major trade  
12 publications and also the AAP; invited the inclusion of a publishers’ coordination counsel to further  
13 assist prosecution of this case, including proposing O+Z among other potential firms even though  
14 Class Counsel had not previously worked with the firm; and continued to engage with authors and  
15 the class representatives about case developments. On August 11, 2025, Plaintiffs filed a notice of  
16 association of counsel with Publishers’ Coordination Counsel. See Dkt. 298. Structures similar to  
17 the Author-Publisher Working Group have been successful in other similarly complex class action  
18 settlements.

19 14. In an agreement dated August 7, 2025 and fully executed on August 11, SG, LCHB,  
20 CDAS, Edelson, and O+Z executed a written co-counsel agreement for the sharing of work,  
21 advanced expenses, and fees in the action that superseded the prior co-counsel agreement. This  
22 agreement provided for the sharing of fees awarded as follows: 37.5% SG, 37.5% LCHB, 5%  
23 CDAS, 7.5% Edelson, and 12.5% O+Z. The agreement provided that the firms would do work in  
24 proportion with these sharing percentages, and that the sharing percentages could be adjusted by  
25 written agreement of the law firms, if a firm fails to pay its share of expense contributions, if a firm  
26 did not contribute its share of work, or if a firm withdraws or is terminated. The agreement also  
27 provided that, in the event the court awarded fees above \$500 million, Edelson/O+Z’s collective  
28 share of any fee award would increase from 20% to 30% for any fees above \$500 million. Under

1 the agreement, LCHB would continue to manage the joint expense fund, with SG and LCHB  
2 collectively advancing 80% of all expenses going forward and 90% of any expenses related to class  
3 notice, and Edelson advancing 20% of expenses going forward and 10% of expenses related to  
4 class notice. The agreement provided that the Publishers' Coordination Counsel (PCC) would  
5 represent the interests of publishers in the shared class goal of maximizing the per-work recovery.  
6 The agreement further provided that the PCC's duties would include providing Class Counsel (and,  
7 as necessary, the Court) with publishers' perspective on case strategy, discovery, briefing, oral  
8 argument, pre-trial, and trial; participating at trial in coordination with Class Counsel; working with  
9 Class Counsel on pending requests for interlocutory appeal and any further appeals with respect to  
10 publishers' interests; assisting with compiling the works list and with class notice; and participation  
11 in settlement discussions and allocation issues. This agreement was in writing and executed by  
12 representatives of each of the five law firms—Justin Nelson for SG; Rachel Geman for LCHB; Ken  
13 Swezey for CDAS; Matthew Oppenheim for O+Z; and Jay Edelson for Edelson—as well as the  
14 three named plaintiffs.

15 15. This agreement was executed at a time when the parties were preparing in earnest  
16 for trial.

17 16. Nothing in this agreement provided for the sharing of fees awarded in this Action  
18 with any of the named plaintiffs or any class member in this Action. Indeed, nothing in this  
19 agreement provided for any sharing of fees in this Action with any person or entity other than the  
20 law firms that executed the agreement.

21 17. On August 11, 2025, Plaintiffs filed a notice of association of counsel identifying  
22 Edelson and O+Z as Publishers Coordination Counsel, as well as Prof. Samuel Issacharoff. Dkt.  
23 298. Lawyers from Edelson and O+Z filed notices of appearance on behalf of Plaintiffs and *pro*  
24 *hac vice* applications on or around the same day. Dkts. 299-303.

25 18. ***Agreement with Professor Samuel Issacharoff.*** Along with LCHB, we sought  
26 advice from Professor Issacharoff about class certification and related procedural issues. After  
27 consultation with Ms. Geman, I told him that we would submit his time with any fee application,  
28

1 in the event that there was a recovery. This agreement was oral and prior to the filing of the notice  
2 of association of counsel on August 11, 2025.

3 19. *Agreement with Slarskey LLC and Archstone Law Group PC.* On or around  
4 September 11, 2025, we invited the Textbook and Academic Authors Association (“TAA”) to  
5 participate in the deliberations of the Author Publisher Working Group. The APWG was comprised  
6 of leaders of membership and trade organizations with industry expertise, and tasked with advising  
7 Class Counsel on developing a plan of allocation and distribution. As explained in detail in  
8 Plaintiffs’ supplemental brief in support of preliminary approval filed on September 22 (Dkt. 401)  
9 and explained at the hearing on September 25, Class Counsel’s goal was to create a plan of  
10 allocation and distribution carefully calibrated to ensure efficient distribution of funds, while  
11 respecting existing contractual arrangements among class members.

12 20. The TAA was represented by David Slarskey at Slarskey LLC and Brenda Ulrich at  
13 Archstone Law Group. On September 16, Mr. Slarskey emailed Ms. Ulrich of Archstone Law along  
14 with Scott Sholder and Nancy Wolff of CDAS and Rohit Nath and me from Susman Godfrey  
15 seeking fees for TAA’s work on the APWG. I responded by email later that evening, adding Rachel  
16 Geman at Lieff Cabraser to the chain. I stated that, subject to clearing it by the CDAS firm, we  
17 were hopeful we could apply for fees to Slarskey and Archstone at 2x lodestar or 1% of fees,  
18 whichever was less. My email stated expressly that any fees requested were subject to the Court’s  
19 approval, and referenced the transcript of the September 8, 2025 hearing. This communication was  
20 by email on September 16, 2025. SG understood that this amount would be deducted from any fees  
21 due to CDAS, as Slarskey and Archstone’s role was to assist the work of Authors’ Coordination  
22 Counsel.

23 21. Slarskey and Archstone ultimately did not file a separate fee petition and Class  
24 Counsel did not include Slarskey or Archstone’s time as part of the lodestar calculation used to  
25 determine the lodestar multiplier in the fee application filed on December 3, 2025 (Dkt. 505).  
26 Instead, as disclosed, Class Counsel seek to share up to \$137,431.40 of any fee awarded with  
27 Slarskey and Archstone. Dkt. 505-3 (Geman Decl.) ¶ 45. This amount reflects a 2x multiplier on  
28

1 Slarskey and Archstone’s time for work performed arising out of the APWG and prior to the Court’s  
2 memorandum opinion on preliminary approval. Dkt. 437.

3 22. In my view, both Slarskey and Archstone, representing the TAA, made positive  
4 contributions to the APWG and in developing the plan of allocation, including feedback on the  
5 claim form that was incorporated into the final version.

6 \* \* \*

7 23. The agreements set forth above comprise all the agreements—express or implied,  
8 direct or indirect—that SG is aware of to share fees awarded in this Action. SG has made no  
9 agreements to share any fees awarded in this Action with any other person, including but not limited  
10 to (a) any party to this Action or any member of the certified Class, (b) any party or absent class  
11 member in any other class action where there is overlap of parties or absent class members; (c) any  
12 law firm in any other class action that is not listed in Class Counsel’s fee petition (Dkt. 506-1 at 7;  
13 Dkt. 505-3 (Geman Decl.) ¶ 45) here; and (d) any law firm in this class action for work or help on  
14 another class action. Additionally, to the best of SG’s knowledge, this is also true of all lawyers and  
15 law firms that have appeared for the Plaintiffs in this Action.

16 **Agreements to Share Fees in Other Class Actions Involving Class Members From This Action**

17 24. SG is involved in several putative class actions against other AI companies. In each  
18 of these cases, the proposed classes likely include persons or entities who are also members of the  
19 certified class in this Action. That is because the pirated datasets at issue are, in these other cases,  
20 either from the same sources or similar pirated sources as the LibGen and PiLiMi data sets at issue  
21 in this Action. In several of these other putative class actions, SG has entered co-counsel agreements  
22 to share work, advanced expenses, and fees awarded (if any).

23 25. Each agreement identified below is specific to that individual case—it does not  
24 include any sort of agreement to share work, fees, or expenses for any other case, including this  
25 Action. The agreements identified below are applicable to the firms for that particular case only.

26 26. ***In re OpenAI, Inc. Copyright Infringement Litigation, Case No. 1:25-md-03143-***  
27 **SHS-OTW (S.D.N.Y.)**. This is an MDL pending in the Southern District of New York before Judge  
28

1 Sidney Stein. The MDL was formed on April 3, 2025. I was appointed interim lead counsel on May  
2 30, 2025.

3 27. At the outset of this litigation—before the formation of an MDL—there were  
4 overlapping putative class actions pending in two separate districts. In the Southern District of New  
5 York, there was *Authors Guild et al. v. OpenAI Inc.*, No. 1:23-cv-08292-SHS, and *Alter v. OpenAI*  
6 *Inc.*, No. 1:23-cv-10211-SHS. LCHB and CDAS were the original counsel in the *Authors Guild*  
7 action (filed on September 19, 2023) and SG was the original counsel in the *Alter/Sancton* action  
8 (originally filed on November 21, 2023). The SG complaint named Microsoft as a party in addition  
9 to OpenAI. Both the *Authors Guild* and *Alter/Sancton* actions were assigned to Judge Sidney H.  
10 Stein and eventually consolidated. There was another set of consolidated putative class actions  
11 pending in the Northern District of California, before Judge Araceli Martinez-Olguin, *In re OpenAI*  
12 *ChatGPT Litig.*, Case Nos. 3:23-cv-03223-AMO, 3:23-cv-03416-AMO, 3:23-cv-04625-AMO  
13 (hereinafter “NDCA OpenAI Actions”).

14 28. On February 5, 2024, SG, LCHB, and CDAS filed a consolidated complaint in the  
15 Southern District of New York listing all firms as co-counsel. *Authors Guild* Dkt. 69. On February  
16 6, 2024, the Court appointed SG, LCHB, and CDAS interim co-lead counsel in the consolidated  
17 SDNY cases. *Authors Guild* Dkt. 70.

18 29. On March 6, 2024, SG, LCHB, and CDAS executed a co-counsel agreement for the  
19 sharing of work, expenses, and fees awarded in the consolidated SDNY actions. This agreement  
20 provided that SG and LCHB would each advance 50% of expenses. The agreement also provided  
21 that CDAS would receive a minimum of 7.5% of any fee awarded, with SG and LCHB receiving  
22 the remainder 50/50, unless CDAS’s fee exceeded 10%, in which case SG would receive no less  
23 than 45% of any fee awarded. The agreement provided that the sharing percentages could be  
24 adjusted if a firm did not contribute its share of work or expenses, by written agreement of the law  
25 firms, or if a firm withdraws or is terminated. This agreement was entered before the formation of  
26 the MDL. The agreement was executed by Justin Nelson for SG, Rachel Geman for LCHB, and  
27 Ken Swezey for CDAS. This agreement did not contemplate sharing fees awarded from any other  
28

1 class action other than the OpenAI/Microsoft actions consolidated in SDNY at that time before  
2 Judge Stein.

3 30. On September 19, 2024, in connection with potential settlement discussions and  
4 court-ordered mediation, SG, LCHB, and CDAS entered a joint prosecution agreement with  
5 counsel in the NDCA OpenAI Actions. Counsel in the NDCA OpenAI Actions, at that time,  
6 included the Joseph Saveri Law Firm (JSLF), Cafferty Clobes Meriwether & Sprengel LLP  
7 (CCMS), and Matthew Butterick (MB).<sup>1</sup> Because the SDNY Actions and the NDCA OpenAI  
8 Actions alleged overlapping classes, counsel in both actions sought to avoid a situation where  
9 defendants could seek a race to the bottom and pit one action against the other.

10 31. The joint prosecution agreement obligated counsel in both actions to jointly  
11 participate in any class-wide settlement discussions, provided that counsel in the SDNY and NDCA  
12 Actions would cooperate to jointly seek approval for any settlement reached, and provided for the  
13 division of fees evenly (50/50) between the SDNY and NDCA counsel in the event of a class-wide  
14 settlement and fee award approved. This agreement was entered before the formation of the MDL.  
15 This agreement was in writing and executed by Justin Nelson for SG, Rachel Geman for LCHB,  
16 Ken Swezey for CDAS, Joseph Saveri for JSLF, Bryan Clobes for CCMS, and Matthew Butterick.

17 32. On December 18, 2024, the law firm Boies Schiller & Flexner (BSF) entered an  
18 appearance for the plaintiffs in the NDCA OpenAI Actions. On December 26, 2024, the joint  
19 prosecution agreement was updated in writing to include BSF. This was a written addendum to the  
20 agreement executed by Rohit Nath for SG, Rachel Geman for LCHB, Scott Sholder for CDAS,  
21 Joseph Saveri for JSLF, Bryan Clobes for CCMS, Matthew Butterick, and Maxwell Pritt for BSF.

22 33. Since the MDL was formed and I was appointed interim lead counsel for the class  
23 cases, the law firms listed above in Paragraph 31 have discussed and corresponded about sharing  
24 percentages, but have not reached any agreement, and currently no fee sharing agreement exists.

25  
26  
27 <sup>1</sup> Mr. Butterick is an author of *Typography for Lawyers*, which is on the Works List. He may be  
28 entitled to a distribution under the settlement pursuant to the plan of allocation and distribution.  
Class Counsel have no agreement whatsoever with Mr. Butterick related to Anthropic, to share fees  
or about anything else.

1           34. I am aware of no agreement made in connection with the OpenAI actions that in any  
2 way addresses or provides for the sharing of fees awarded in this Action. Nor am I aware of any  
3 agreement in the OpenAI actions that provides for the sharing of fees awarded in those actions with  
4 any named party or class member in this Action or the *OpenAI* action. I am also unaware of any  
5 other law firm aside from those listed in Paragraph 31 that have agreed to share in any fee award.

6           35. ***Bird v. Microsoft Corporation, Case No. 1:25-cv-05282-SHS (S.D.N.Y.)***. This case  
7 was filed on June 24, 2025. It is a putative copyright class action against Microsoft Corporation,  
8 where SG is counsel along with LCHB and CDAS. The case is pending in the *OpenAI* actions and  
9 has been stayed. The three law firms (SG, LCHB, and CDAS) have an understanding that they will  
10 share in any recovery of fees in the *Bird* action in a manner similar to the March 6, 2024 agreement  
11 among the three law firms in the *OpenAI* actions described in Paragraph 28 above. There is no  
12 written agreement.

13           36. I am aware of no agreement made in connection with the *Bird* action that in any way  
14 addresses or provides for the sharing of fees awarded in this Action. I am also unaware of any  
15 agreement that provides for sharing of fees awarded in the *Bird* action with any named party or  
16 class member in this Action or the *Bird* action. I am also unaware of any other law firm aside from  
17 SG, LCHB, and CDAS that have agreed to share in any fee award.

18           37. ***Nazemian et al. v. NVIDIA, Case Nos. 4:24-cv-01454-JST & 4:24-cv-02655-JST***  
19 **(N.D. Cal.)**. This is a putative copyright class action against NVIDIA. No class has been certified.  
20 The case was filed in March 2024. SG entered an appearance on behalf of the plaintiffs on March  
21 8, 2025, approximately a year after the case was filed.

22           38. SG has entered a written co-counsel agreement dated February 27, 2025 regarding  
23 the sharing of fees, work, and expenses in the *NVIDIA* action. The parties to that agreement are  
24 JSLF, CCMS, MB, SG, LCHB, and CDAS. The agreement provides for the following share of  
25 advanced expenses, work, and fees recovered (if any): JSLF, CCMS, and MB collectively 57.5%;  
26 SG 30.5%; and LCHB 12%. CDAS does not advance expenses under the agreement, but could  
27 receive 1% of the fee for the same share of work contribution. The agreement also provides that the  
28 sharing percentages could be adjusted if a firm did not contribute its share of work or expenses, by

1 written agreement of the law firms, or if a firm withdraws or is terminated. The agreement is in  
2 writing and executed by representatives of each of Joseph Saveri for JSLF, Bryan Clobes for  
3 CCMS, Matthew Butterick, Rohit Nath for SG, Rachel Geman for LCHB, and Scott Sholder for  
4 CDAS. Around May 2, 2025, Joseph Saveri confirmed to me by email that any fees recovered by  
5 an additional plaintiff law firm, DiCello Levitt, would be accounted for in the JSLF/CCMS/MB  
6 share.

7 39. I am aware of no agreement made in connection with the *NVIDIA* action that in any  
8 way addresses or provides for the sharing of fees awarded in this Action. I am also unaware of any  
9 agreement that provides for sharing of fees awarded in the *NVIDIA* action with any named party or  
10 class member in this Action or the *NVIDIA* action. I am also unaware of any other law firm aside  
11 from those listed in Paragraph 38 that have agreed to share in any fee award.

12 40. ***In re Mosaic LLM Litig., Case No. 3:24-cv-01451-CRB (N.D. Cal.)***. This is a  
13 putative copyright class action against MosaicML and Databricks. No class has been certified. The  
14 case was filed in March 2024. SG entered an appearance on behalf of the plaintiffs on March 6,  
15 2025, approximately a year after the case was filed.

16 41. SG has entered a written co-counsel agreement dated February 27, 2025 regarding  
17 the sharing of fees, work, and expenses in the *Mosaic* action. The parties to that agreement are all  
18 counsel of record for the plaintiffs in that case: JSLF, CCMS, MB, SG, LCHB, and CDAS. The  
19 agreement provides for the following share of advanced expenses, work, and fees recovered (if  
20 any): JSLF, CCMS, and MB collectively 59.5%; SG 30.5%; and LCHB 10%. CDAS does not  
21 advance expenses under the agreement, but entitled to receive 1% of the fee for the same share of  
22 work contribution. The Agreement also provides that the sharing percentages could be adjusted if  
23 a firm did not contribute its share of work or expenses, by written agreement of the law firms, or if  
24 a firm withdraws or is terminated. The agreement is in writing and executed by Joseph Saveri for  
25 JSLF, Bryan Clobes for CCMS, Matthew Butterick, Rohit Nath for SG, Rachel Geman for LCHB,  
26 and Scott Sholder for CDAS.

27 42. I am aware of no agreement made in connection with the *Mosaic* action that in any  
28 way addresses or provides for the sharing of fees awarded in this Action. I am also unaware of any

1 agreement that provides for sharing of fees awarded in the *Mosaic* action with any named party or  
2 class member in this Action or in the *Mosaic* Action. I am also unaware of any other law firm aside  
3 from those listed in Paragraph 41 that have agreed to share in any fee award.

4 **43. *Hendrix v. Apple, Inc., Case No. 4:25-cv-07558-YGR (N.D. Cal.)***. This is a  
5 putative copyright class action against Apple, Inc. The case was filed on September 5, 2025. SG is  
6 co-counsel with Keller Rohrback L.L.P. (KR) and Matthew Butterick (MB). This case—along with  
7 two other cases alleging overlapping classes—is pending before Judge Yvonne Gonzalez Rogers.  
8 A motion for appointment of co-lead counsel is pending, with other groups filing applications in  
9 addition to the SG/KR/MB group. SG has executed a co-counsel agreement with KR and MB for  
10 the sharing of work, advanced expenses, and potential fees recovered, in the event that SG and KR  
11 are appointed interim lead counsel. The sharing of work and potential fees is KR 44%, SG 44%,  
12 and MB 12%, with SG and KR splitting advancing expenses 50/50. The agreement also provides  
13 that the sharing percentages could be adjusted if a firm did not contribute its share of work or  
14 expenses, by written agreement of the law firms, or if a firm withdraws or is terminated. The  
15 agreement is in writing dated November 18, 2025, and executed by Rohit Nath for SG and  
16 Benjamin Gould for KR.

17 **44.** I am aware of no agreement made in connection with the *Apple* action that in any  
18 way addresses or provides for the sharing of fees awarded in this Action. I am also unaware of any  
19 agreement that provides for sharing of fees awarded in the *Apple* action with any named party or  
20 class member in this Action or the *Apple* action. No law firm in this Action has filed a competing  
21 application for appointment of interim co-lead counsel.

22 **45. *Other Cases***. Outside of AI copyright cases, SG is also counsel in a large number of  
23 other cases where the class definition or putative class definition may include persons who are also  
24 class members in this Action given the number of absent class members here and the possibility  
25 that they overlap with other cases. This includes cases like *In re National Football League's Sunday*  
26 *Ticket Antitrust Litig.*, Case No. 2:15-ml-02668-PSG-SK (C.D. Cal.); *Brown v. Google LLC*, Case  
27 No. 4:20-cv-03664 (N.D. Cal.); and *Flynn v. McGraw Hill LLC*, Case No. 1:21-cv-00614  
28 (S.D.N.Y.). I do not believe the Court's question calls for an exhaustive list of all co-counsel

1 agreements across every class action and putative class action SG is involved in, but we can provide  
2 further detail if the Court requires it. SG has, in none of its other class action cases, entered into  
3 any sort of agreement of any kind related to fees awarded in this Action, or an agreement to share  
4 fees awarded in those actions with any class member or named party in this Action.

5 **QUESTION 2**

6 46. The Court’s second question is as follows: “Likewise, all law firms who have filed  
7 fee petitions herein (or on whose behalf one has been filed) shall file a declaration setting forth the  
8 full extent to which such firm has made any proposal(s) to anyone — and the full extent to which  
9 anyone has made any proposal(s) to such firm — to share any portion(s) of any fee award in this  
10 class action or in any other class action(s) (putative or certified) involving any party (or class  
11 member) herein, and stating as to each such proposal its date, proposed terms (including as  
12 suggested or implied), the extent to which it was verbal and the extent to which it was in writing  
13 (or in an email or text or other message), and the parties and the names of all persons who made or  
14 received the proposal.” Dkt. 515 at 10.

15 47. In early September 2025, Rohit Nath of SG contacted Fairmark Partners about  
16 serving as Authors Coordination Counsel on the Author-Publisher Working Group. No specific  
17 proposals related to fee sharing were discussed, though the expectation at the time was that  
18 Fairmark would submit a fee request to the Court for work performed on the APWG. Fairmark  
19 ultimately did not perform additional work on the APWG after the September 8, 2025 hearing and  
20 did not submit any request for fees.

21 48. Other than proposals related to the agreements in response to Question 1 above (¶¶  
22 8-43) and discussions with Fairmark (¶ 47), SG has neither made nor received any proposal to share  
23 fees awarded in this Action with any person (including any named party or class member in this  
24 Action).

25 49. Although not called for by Question 2 because no proposals were exchanged, SG  
26 has had discussions with other law firms about joining other AI class actions. These discussions  
27 have been preliminary and did not progress far enough for proposals to be exchanged. In none of  
28 these cases did SG make or receive a proposal to share fees in those class actions. Moreover, at no

1 time did SG make or receive a proposal about this Anthropic class action. Additionally, SG has had  
2 discussions with LCHB and CDAS about other potential class actions that, if they went forward,  
3 would have proceeded on substantially the same fee sharing terms as the original co-counsel  
4 agreement in this case. Ultimately, the firms jointly decided not to file these actions together.

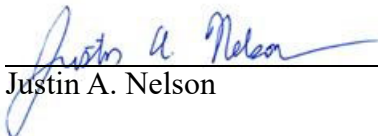
5 **QUESTION 3**

6 50. The Court's third question is as follows: "All law firms who have filed fee petitions  
7 herein (or on whose behalf one has been filed) also shall file a declaration setting forth the full  
8 extent to which any arrangement has been made or proposed by which any class member would  
9 receive a sweeter recovery than other class members." Dkt. 515 at 10.

10 51. I am aware of no arrangement of any kind, made or proposed, providing any class  
11 member a sweeter recovery under the Settlement than other class members. All class members will  
12 be distributed funds according to the plan of allocation and distribution filed on September 22, 2025  
13 (Dkt. 401-1) and approved by the Court, and all claimed works on the Works List will receive an  
14 identical allocation of the Settlement Fund.

15 I declare under penalty of perjury that the foregoing is true and correct and to the best of  
16 my knowledge.

17 Executed on December 30, 2025, in Austin, Texas.

18   
19 \_\_\_\_\_  
Justin A. Nelson

1 EDELSON PC  
2 Jay Edelson (*pro hac vice*)  
3 J. Eli Wade-Scott (*pro hac vice*)  
4 350 North LaSalle, 14th Floor  
5 Chicago, Illinois 60654  
6 Tel: 312.589.6370  
7 Fax: 312.589.6378

*Publishers' Coordination Counsel*

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

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

16 Plaintiffs,

17 v.

18 ANTHROPIC PBC,

19 Defendants.  
20

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

Hon. William Alsup

**DECLARATION OF JAY EDELSON  
IN RESPONSE TO DOCKET NO. 515**

1 Pursuant to 28 U.S.C. § 1746, I, Jay Edelson, declare and state as follows, except where  
2 specified:

3 1. I am the Founder of Edelson PC, one of the firms serving as Publishers’  
4 Coordination Counsel (“PCC”) in the above-captioned action. I have personal knowledge of the  
5 facts set forth herein and if called upon to testify as a witness, I could and would competently  
6 testify hereto.

7 2. I respectfully disagree with the basis of the Court’s Memorandum Regarding  
8 Petitions for Fees and Costs, Dkt. No. 515, but also understand that we will be able to respond in  
9 full in the normal course of the approval process. I answer the Court’s questions below. In sum, I  
10 state—as unequivocally and expansively as possible—that to the full extent of my knowledge  
11 there are no “side deals,” no “sweeter recovery,” no basis at all for the Court’s concern that any  
12 class member is improperly doing better than any other. There is no wordsmithing in the below,  
13 no conceivably at-issue agreement that has been left out, no potential agreements carefully un-  
14 inked. There is nothing to hide here. The only deal is the Settlement and allocation process  
15 before the Court.

16 3. First, the Court ordered:

17 All law firms who have filed fee or cost petitions in this action (or on whose behalf  
18 one has been filed) shall file a declaration setting forth the full extent to which such  
19 firm has (or has not) made any agreement(s) to share any portion(s) of any fee  
20 award in this class action or in any other class action(s) (putative or certified)  
21 involving any party (or class member) herein, and stating as to each such agreement  
its date, terms, the extent to which it is verbal and the extent to which it is in writing  
(or in an email or text or other message), and the parties and the names of all persons  
who made the agreement.

22 (*Id.*, Order ¶ 1.)

23 My firm has an August 11, 2025 agreement to share fees, the percentages of which were  
24 disclosed to the Court with the fee petition. Susman Godfrey LLP (“SG”), Loeff Cabraser  
25 Heimann and Bernstein LLP (“LCHB”), Cowan, DeBaets, Abrahams & Sheppard LLP  
26 (“CDAS”), Oppenheim + Zembrak LLP (“O+Z”) and my firm executed a written co-counsel  
27

1 agreement for the sharing of work, expenses, and fees in the action. This agreement provided for  
2 the allocation of fees awarded as follows: 37.5% SG, 37.5% LCHB, 5% CDAS, 7.5% Edelson,  
3 and 12.5% O+Z. The agreement contemplated that the firms would do work in proportion of  
4 these sharing percentages, and that the sharing percentages could be adjusted if a firm did not  
5 contribute its share of work. The agreement also provided that, in the event the Court awarded  
6 fees above \$500 million, for any amount over \$500 million, Edelson/O+Z's collective share of  
7 any fee award would increase from 20% to 30%. Under the agreement, LCHB would manage the  
8 joint expense fund, with Edelson advancing 20% of expenses going forward and 10% of  
9 expenses related to class notice and SG/LCHB collectively advancing the remainder. The  
10 agreement provided that the PCC's duties would include providing Class Counsel (and, as  
11 necessary, the Court) with publishers' perspective on case strategy, discovery, briefing, oral  
12 argument, pre-trial, and trial; participation at trial in coordination with Class Counsel; work with  
13 Class Counsel with pending requests for interlocutory appeal and any further appeals with  
14 respect to publishers' interests; assistance with compiling the works list and with class notice;  
15 and participation in settlement discussions and allocation issues. This agreement was in writing  
16 and executed by representatives of each of the five law firms on August 7, 2025, as well as the  
17 three named plaintiffs on August 11, 2025.

18 That is the only fee sharing agreement we have in connection with this matter. We have  
19 no agreement to share fees in this matter with anyone else, nor have we proposed any agreements  
20 to pay anyone else (or had any proposed to us).

21 Neither my firm nor any person—whether a party to these agreements or not—to the full  
22 extent of my knowledge has ever contemplated sharing, proposed sharing, or agreed to share fees  
23 with any class member in this action. This includes suggested or implied terms, winks, nods, or  
24 understandings of any kind. Nor, to the full extent of my knowledge, has anyone contemplated,  
25 proposed, or agreed to share fees with any class member in any other case in order to induce any  
26 action or inaction in this case, including but not limited to not opting out or objecting. Such  
27 agreements would be improper and are squarely at odds with the foundational principles that

1 have guided this firm since its founding in 2007.

2 My firm has contemplated fee-sharing agreements with Oppenheim + Zembrak LLP for  
3 other potential matters in which we would serve as co-counsel. No such contemplated agreement  
4 involves (or was ever considered to involve) payments to any class member or anyone other than  
5 our two firms.

6 My firm has no other pending class actions involving (1) the publishing industry  
7 generally, or (2) representing authors qua authors or publishers qua publishers. We have a  
8 broader class action practice with many unknown class members, in which a class member in  
9 this case might be an actual or putative class member. However, we have no knowledge of any  
10 specific class member here being part of these other classes (though it is quite likely they are).  
11 We have no reason to believe that any publishers would be part of any putative class action. (To  
12 be clear, we have not done an exhaustive search of class member information turned over in  
13 discovery in other actions and cross-referenced that information with the class list here, nor  
14 would we think that doing so would be proper or helpful.) In any event, we have made no  
15 agreements to pay for any action or inaction in this case, as set forth above.

16 4. Second, the Court ordered:

17 Likewise, all law firms who have filed fee petitions herein (or on whose behalf one  
18 has been filed) shall file a declaration setting forth the full extent to which such firm  
19 has made any proposal(s) to anyone — and the full extent to which anyone has  
20 made any proposal(s) to such firm — to share any portion(s) of any fee award in  
21 this class action or in any other class action(s) (putative or certified) involving any  
22 party (or class member) herein, and stating as to each such proposal its date,  
23 proposed terms (including as suggested or implied), the extent to which it was  
24 verbal and the extent to which it was in writing (or in an email or text or other  
25 message), and the parties and the names of all persons who made or received the  
26 proposal.

24 (*Id.*, Order ¶ 2.)

25 As set forth above, my firm is party to one agreement as to fee-sharing in this action.  
26 That was a written agreement. There were proposals and counterproposals that led up to that  
27 agreement, but there were never other law firms or any other people or parties contemplated to

1 receive any fees or anything else of value in any proposal. I do not understand precisely what the  
2 Court means by “made or received[.]” I assume this means the persons who negotiated the  
3 agreement: for my firm, it was me, and I negotiated it with Justin Nelson from Susman Godfrey  
4 LLP and Matthew Oppenheim from Oppenheim + Zbrak LLP.

5 We have never proposed or had proposed to us any other agreement to share fees from  
6 this case with anyone else, including any class member or anyone else at all beyond the law  
7 firms that are party to the August 11, 2025 agreement. The non-existence of such agreements I  
8 am attesting to here includes, as it does above, any suggested or implied agreement, any  
9 assurance, any understanding, or any other way in which my firm might agree to pay someone.

10 5. Third, the Court ordered:

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

14 (*Id.*, Order ¶ 3.)

15 None. The allocation process sets forth the complete method for determining class  
16 member recoveries. Taking any possible definition of the word “sweeter”—whether more  
17 advantageous financially, procedurally, providing in-kind benefits or gifts—there are no actual,  
18 contemplated, proposed, suggested, or implied agreements to do anything but follow the Court-  
19 approved allocation process. The allocation process was determined with input from stakeholders  
20 across the industry, and we believe it is a fair, equitable, and remarkably claimant-friendly  
21 process that will drive historic participation in the settlement. We have not (and would not)  
22 undermine a keystone of the Settlement or our contributions to it.

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  
26  
27

I declare under penalty of perjury that the foregoing statements are true and correct.  
Executed on this 30th day of December, 2025 at Boca Raton, Florida.

/s/ Jay Edelson  
Jay Edelson

1 OPPENHEIM + ZEBRAK, LLP  
2 Matthew J. Oppenheim (pro hac vice)  
3 Jeffrey M. Gould (pro hac vice)  
4 4530 Wisconsin Avenue, NW, Fifth Floor  
Washington, DC 20016  
5 Tel: 202-480-2999

6 *Publishers' Coordination Counsel*

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

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

13 Plaintiffs,

14 v.

15 ANTHROPIC PBC,

16 Defendants.

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

Hon. William Alsup

**DECLARATION OF PUBLISHERS'  
COORDINATION COUNSEL  
MATTHEW J.  
OPPENHEIM IN RESPONSE TO  
JUDGE'S MEMORANDUM  
REGARDING PETITIONS  
FOR FEES AND COSTS,  
AND ORDER (DKT. 515)**

1 Pursuant to 28 U.S.C. § 1746, Matthew J. Oppenheim declares and states as follows:

2 1. I, Matthew J. Oppenheim, am the co-founding partner and managing partner of  
3 Oppenheim + Zebrak, LLP (“O+Z”). O+Z, along with Edelson PC, is Publishers’ Coordination  
4 Counsel (“PCC”) in the above-captioned action (the “Litigation”). I submit this declaration in  
5 response to Judge’s Memorandum Regarding Petitions For Fees and Costs, and Order (Dkt. 515).  
6 I have personal knowledge of the facts set forth herein and if called upon to testify as a witness, I  
7 could and would competently testify hereto.

8 2. I respectfully disagree with the assumptions underlying the Court’s order,  
9 including the repeated insinuations of anything untoward related to O+Z’s involvement in this  
10 case. O+Z takes pride in always operating with the highest integrity. This case is no exception.  
11 Our firm has worked zealously to represent all publishers’ interests in this case and to maximize  
12 the per-work recovery, with resounding benefits to the class.

13 3. I am aware of a single written fee-sharing agreement between law firms relating  
14 to this Litigation, described in Class Counsel’s fee motion and more fully below. To the best of  
15 my knowledge, there are no other agreements, written or unwritten, and there have been no  
16 proposals for fee-sharing, fee-shifting, fee payment, or “side deals” or “arrangements” of any  
17 kind (or anything remotely like it) with either the design or effect of any class member or law  
18 firm receiving anything other than what is set forth in the Settlement, proposed plan of  
19 allocation, and above-reference fee-sharing agreement.

20 **Background**

21 4. I have provided the Court with detailed information on my personal background  
22 and about O+Z in previous declarations, including at Dkt. Nos. 505-4 and 398. To summarize, I  
23 have over 30 years’ experience representing content owners, including education and trade book  
24 publishers, in their content protection efforts, including in several of the most preeminent and  
25 influential copyright infringement cases of our time. Our firm is widely recognized as a leading  
26 copyright firm in the country. We have a proven track record of successfully litigating in court  
27 for many of the biggest content companies in the world, negotiating private resolutions, and

1 providing thoughtful guidance on copyright and trademark issues.

2 5. Prior to this matter, we had never served as counsel in a class action. While we  
3 have been involved in many very large copyright cases (including cases involving well over  
4 10,000 copyrighted works), they have all been mass enforcement cases where we represent  
5 individual plaintiffs asserting claims on their own behalf. We have successfully litigated  
6 important copyright cases involving BitTorrent, peer-to-peer infringement, and Library Genesis  
7 (“LibGen”). We have multiple active copyright cases against artificial intelligence companies,  
8 including a separate case against Anthropic. O+Z as a firm, many of my partners, and I  
9 personally have been honored with numerous recognitions by many different groups for our  
10 work, including *Chambers USA*, *Super Lawyers*, *Best Lawyers in America*®, *Law360*, *Managing*  
11 *IP*, *Legal 500*, *Billboard* magazine, and others.

12 **Response**

13 6. On July 17, 2025, publishers were added to this case upon class certification. I am  
14 informed and understand that in discussions that followed immediately thereafter between Class  
15 Counsel, the Association of American Publishers (“AAP”), and several AAP member-publishers,  
16 Class Counsel sought publisher participation in the class action and invited additional counsel to  
17 represent publishers’ interests in the class. I am informed and understand that Class Counsel  
18 proposed the addition of publishers’ coordination counsel to represent the publishing industry’s  
19 interests in the class, including O+Z specifically due to our expertise on relevant issues.

20 7. On approximately July 18, 2025, O+Z was contacted by the AAP and numerous  
21 of its member-publishers to represent publishers’ particular interests in this class action. As long-  
22 time counsel to content owners with deep knowledge of the publishing industry, a successful  
23 track record in mass copyright infringement cases, experience litigating several ongoing  
24 infringement cases against AI companies (including Anthropic), and lack of conflicts, O+Z  
25 (along with Edelson PC) was put forward to represent publishers’ interests in this class action.

26 8. Class Counsel invited the PCC’s participation. In a letter agreement dated August  
27 7, 2025 (and signed on August 10 and 11), Susman Godfrey LLP (“SG”) and Lieff Cabraser

1 Heimann & Bernstein, LLP (“LCHB”) as co-lead Class Counsel; Cowan Debaets Abrahams &  
2 Sheppard LLP (“CDAS”) as additional counsel; and O+Z and Edelson PC as PCC, reached an  
3 agreement. The agreement sets forth the PCC’s role and duties in representing publishers’  
4 interest in the shared class goal of maximizing the per-work recovery. Specifically, the PCC’s  
5 duties, as set forth in the agreement, include: (1) coordinating the prosecution of claims with  
6 Class Counsel, including providing Class Counsel and the Court with publishers’ perspective and  
7 assistance on case strategy, discovery, briefing, oral argument, pre-trial, and trial; (2)  
8 participating at trial in coordination with Class Counsel, including but not limited to presenting  
9 evidence and witnesses from the publishers; (3) coordinating and helping with compilation of the  
10 class works list and class notice, including helping obtain accurate information for class scope;  
11 (4) working with Class Counsel on appeals with respect to publishers’ interests; and (5)  
12 participating in settlement discussions and representing the publishers’ interests with respect to  
13 allocation and other related issues. O+Z has more than fulfilled these duties, as explained in  
14 previously submitted declarations, and is continuing to do so through the claims process. *See*  
15 Dkt. Nos. 505-4 and 398.

16 9. The law firms agreed to allocate work, expenses, fee awards, and reimbursements  
17 as follows: SG and LCHB with 37.5% each, CDAS with 5%, O+Z with 12.5%, and Edelson with  
18 7.5%. They further agreed that O+Z and Edelson’s collective fee allocation would increase by  
19 10% (from 20% collectively to 30% collectively) for any fees awarded over \$500 million, with  
20 proportionate deductions for SG, LCHB and CDAS.

21 10. The following individuals signed the agreement for the law firms: Justin Nelson  
22 for SG, Rachel Geman for LCHB, Ken Swezey for CDAS, Matthew Oppenheim for O+Z, and  
23 Jay Edelson for Edelson PC.

24 11. The three named author Plaintiffs Andrea Bartz, Kirk Wallace Johnson, and  
25 Charles Graeber also signed the agreement.

26 12. On August 11, 2025, Class Counsel filed a Notice of Association of Additional  
27 Counsel, informing the Court that O+Z and Edelson PC would serve as PCC “to assist Class

1 Counsel in representing the Class” by “representing the interests of publishers in the common  
2 goal of maximizing the per-work recovery of the Class” and confirming that “Edelson and O+Z  
3 are supported in this role by the Association of American Publishers and its members.” Dkt. 298.

4 13. Simultaneous with filing the Notice, O+Z lawyers participating in the matter  
5 sought to appear *pro hac vice*, which the Court ordered. Dkt. Nos. 308, 309, 320.

6 14. Apart from this case, my firm has contemplated fee-sharing agreements with  
7 Edelson PC for other potential matters (unrelated to this case) in which we would serve as co-  
8 counsel. None of those discussions have involved was ever contemplated to involve payments to  
9 any class member or anyone other than our two firms.

10

11 I declare under penalty of perjury under the laws of the United States of America that the  
12 foregoing statements are true and correct.

13

14 Executed on this 30th day of December, 2025 in Rome, Italy.

15

DocuSigned by:  
*Matthew J. Oppenheim*  
Matthew J. Oppenheim

16

17

18

19

20

21

22

23

24

25

26

27