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

ANDREA BARTZ, ANDREA BARTZ, INC.,)	Case No.: 3:24-cv-05417-WHA
CHARLES GRAEBER, KIRK WALLACE)	
JOHNSON, and MJ + KJ, INC., individually)	ADMINISTRATIVE MOTION TO FILE
and on behalf of others similarly situated,)	UNDER SEAL
)	
Plaintiffs,)	
)	
v.)	
)	
ANTHROPIC PBC,)	
)	
Defendant.)	

Pursuant to Civil Local Rule 79-5, Plaintiffs Andrea Bartz, Inc., Charles Graeber, and MJ + KJ, Inc. (“Plaintiffs”) respectfully move to file a single line of the parties’ Settlement Agreement under seal. Specifically, the blow provision’s opt-out threshold should be “kept confidential to encourage settlement and discourage third parties from soliciting class members to opt out.” *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 329 (C.D. Cal. 2016) (quoting *In re HealthSouth Corp. Sec. Litig.*, 334 Fed. Appx. 248, 250 n.4 (11th Cir. 2009)). Prior to filing this Application, counsel for Plaintiffs conferred with counsel for the Defendant, Anthropic PBC, who do not oppose this Application. See Declaration of Rachel Geman in Support of Administrative Motion to File Under Seal ¶¶ 3-5.

I. LEGAL STANDARD

The general right of the public to access judicial records can be overcome where there are “compelling reasons” to keep the records sealed. *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 679 (9th Cir. 2010). Courts often find such “compelling reasons” present for sealing an opt-out threshold agreement, where the potential for abuse if the information is disclosed outweighs the public’s interest in that information. See *In re Yahoo! Inc. Sec. Litig.*, No. 17-00373, 2018 WL 11349976, at *2 (N.D. Cal. May 9, 2018) (“There are compelling reasons to keep the opt-out threshold number confidential in order to prevent third parties from utilizing it for the improper purpose of obstructing the settlement and obtaining higher payouts.” (internal citations and quotations omitted)); see also *Estakhrian v. Obenstine*, No. 11-cv-3480, 2016 WL 6517052, at *12 (C.D. Cal. Feb. 16, 2016) (“Having reviewed the Confidential Supplemental Agreement, the court finds that the opt-out dollar threshold is reasonable and, given the circumstances of this case and the parties involved, they need not disclose it to the class.”); *Fernandez v. CoreLogic Credco, LLC*, No. 20-cv-1262, 2024 WL 538585, at *3, n.7 (S.D. Cal. Feb. 9, 2024) (granting motion “to seal one portion of the original settlement agreement which concerned the opt-out threshold provision”); *Thomas v. Magnachip Semiconductor Corp.*, No. 14-cv-01160, 2016 WL 3879193, at *7 (N.D. Cal. July 18, 2016) (describing additional risks of disclosing opt-out thresholds).

II. THERE ARE COMPELLING REASONS TO SEAL

Courts generally agree that “the opt-out threshold ‘is typically not disclosed and is kept

1 confidential to encourage settlement and discourage third parties from soliciting class members to
 2 opt out.” *Spann*, 314 F.R.D. at 329 (quoting *In re HealthSouth Corp.*, 334 Fed. App’x. at 250 n.4
 3); *Friedman v. Guthy-Renker, LLC*, No. 14-06009, 2016 WL 5402170, at *3 (C.D. Cal. Sept. 26,
 4 2016) (concurring “with the numerous other courts that have held that the opt-out threshold should
 5 be kept confidential”); *In re Lyft Inc. Sec. Litig.*, No. 19-02690, 2023 WL 2960006, at *2 (N.D.
 6 Cal. Mar. 16, 2023); , *In re Online DVD-Rental*, 779 F.3d 934, 948 (9th Cir. 2015) (finding that a
 7 settlement agreement was fair when “[o]nly the exact threshold, for practical reasons, was kept
 8 confidential”); *In re Skelaxin (Metaxalone) Antitrust Litig.*, 2015 WL 1486709, *2 (E.D. Tenn.
 9 2015) (granting motion to seal opt-out threshold); *In re Remeron End-Payor Antitrust Litig.*, 2005
 10 WL 2230314, *18 (D. N.J. 2005) (sealing of the opt-out threshold agreed to by court, attorneys
 11 general, and class counsel); *In re Warfarin Sodium Antitrust Litig.*, 212 F.R.D. 231, 253 (D. Del.
 12 2002) (holding that the opt-out threshold was “irrelevant to members’ opt-out decision”).

13 As in these cases, the opt-out threshold number here should be kept confidential to guard
 14 against the risk of abuse. This case involves a class of readily identifiable class members,
 15 heightening these risks. Furthermore, the public’s interest in learning the specific details of the
 16 parties’ opt-out threshold is minimal, particularly as the existence of the threshold itself will be
 17 made available to the public through this filing. As the court in *In re Skelaxin* observed in granting
 18 plaintiffs’ motion to file under seal, “[a]t worst, [publicizing the threshold] could result in the failure
 19 of the Settlement to become effective.” 2015 WL 1486709, at *2 (quoting plaintiffs’ motion). “At
 20 best, it could result in Settlement proceeds being unfairly channeled away from the proposed
 21 Settlement Class members to parties and attorneys who do not deserve them.” *Id.* Accordingly, any
 22 public interest here in revealing the precise threshold is outweighed by the potential for abuse. As
 23 the advisory committee’s note to the 1966 Amendment of Federal Rule of Civil Procedure Rule
 24 23(e)(2) recognizes, “Further inquiry into the agreements identified by the parties should not
 25 become the occasion for discovery by the parties or objectors Some agreements may include
 26 information that merits protection against general disclosure.”

27 Plaintiffs have sought to seal the narrowest possible portions of this information. Plaintiffs
 28

seek to seal only the following information:

Document	Party Claiming Confidentiality	Portions to Be Filed Under Seal
Ex. A, Settlement Agreement	Plaintiffs	Yellow highlighted portion of ¶ 7.2

III. CONCLUSION

Plaintiffs respectfully request that the Court grant the administrative motion to file under seal.

1 Dated: September 5, 2025

By: /s/Rachel Geman

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