

EXHIBIT A

WHITE & CASE

July 27, 2026

Elizabeth Brannen

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CONFIDENTIAL SETTLEMENT COMMUNICATION UNDER FED. R. EVID. 408

Re: Rule 68 Offers of Judgment – Cognella, Inc. v. Anthropic, No. 5:26-cv-04056-PCP; Chicken Soup for the Soul, LLC v. Anthropic, No. 5:26-cv-04218-PCP; Cruz et al. v. Anthropic, No. 5:26-cv-04482-PCP; Kwon et al. v. Anthropic, No. 5:26-cv-04649-PCP

Counsel:

We write to (1) transmit Rule 68 offers of judgment and (2) state Anthropic's firm position on settlements for opt-outs.

Anthropic paid an unprecedented amount to compensate authors through the *Bartz* settlement. The parties and the Court worked hard to ensure a fair and reasonable result. To that end, Anthropic has no intention of settling any opt-out claims above the *Bartz* claim value, and this position will not change.

We understand plaintiffs intend to seek the maximum statutory damages. That is plaintiffs' prerogative. Anthropic is confident in its defenses—including fair use—and that, even if there is a liability finding, any damages claim will be nowhere close to the maximum, let alone above the non-willful limit of \$30,000. As Judge Alsup recognized, considering the legal debate on whether "using the words written by authors to train the LLM" is fair use, this "is not a strong case on a big award for statutory damages," especially considering that Anthropic "could have . . . bought copies of the books off Amazon or at library sales for \$1, \$2, \$5." Nov. 13, 2025 Hr'g Tr. at 54–55. Anthropic will defend these claims—and any other opt-out claims—as far as it must, including through summary judgment, trial, appeal, and ultimately to the Supreme Court, if necessary.

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We are enclosing Rule 68 offers of judgment for each plaintiff reflecting this position. These offers are not a starting point for further negotiation, but rather reflect Anthropic's final offer through the proceedings. We trust that you will advise your clients that, if they do not obtain a more favorable judgment than the enclosed offers, Rule 68 requires they must pay Anthropic's post-offer costs and they would be barred from recovering their own costs from Anthropic. Should this come to pass, your clients will have foregone the *Bartz* settlement, foregone post-offer costs in this case, and will owe Anthropic its costs in this case.

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Enclosures: Rule 68 Offers of Judgment

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Attorneys for

Defendant Anthropic PBC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

ANGIE CRUZ, SEAN ARBABI, ASCALON,
LLC, MARTIN ATKINS, MICHAEL AULT,
JACOB BERNSTEIN, MATT BIRKBECK,
CHARLES BLACKSTONE, WARREN
BOBROW, JIM CAMPBELL, DENNIS
CARSTENS, KERRY CHANCE, SINAN
CIDDI, BRIAN COPELAND, AYA DE
LEON, CAROLINA DE ROBERTIS,
JAQUIRA DIAZ, DAVE EGGERS, JOHN
FEREJOHN, WALTER GMELCH, NICOLE
GONZALEZ VAN CLEVE, MICHAEL
GOODRICH, RON HALL, MARLA HELLER,
DANIEL JAMES, LYNN SONBERG BOOK
ASSOCIATES, and VENDELA VIDA,

Plaintiffs,

v.

ANTHROPIC PBC

Defendant.

Case No. 5:26-cv-04482-PCP

**DEFENDANT ANTHROPIC
PBC'S OFFER OF JUDGMENT
TO PLAINTIFF WARREN
BOBROW**

Judge: Hon. P. Casey Pitts

1 Pursuant to Federal Rule of Civil Procedure 68, Defendant Anthropic PBC offers to
2 allow judgment to be taken against Anthropic and in favor of Plaintiff Warren Bobrow, in the
3 amount of \$2,000, plus costs incurred by Warren Bobrow through the date of this offer in
4 prosecuting his claim against Anthropic in this action, in an amount determined by the Court.

5 For avoidance of doubt, considering counsel's joint representation of multiple
6 Plaintiffs against Anthropic, the offer of costs (if ordered in the Court's discretion) is subject to
7 reasonable apportionment to reflect costs attributable to Warren Bobrow's claim against
8 Anthropic so as to exclude any portion of costs attributable to claims asserted by Plaintiffs other
9 than Warren Bobrow.

10 This offer of judgment is for the purposes specified in Rule 68, and is not to be
11 construed as an admission that Anthropic is liable in this action, that Warren Bobrow or other
12 Plaintiffs have suffered any damage, or that Warren Bobrow or other Plaintiffs are entitled to
13 recover any costs or attorney's fees under the Copyright Act or otherwise.

14 Warren Bobrow may accept this offer by serving written notice of acceptance on
15 Anthropic's counsel within fourteen (14) days after service of this offer. If Warren Bobrow
16 accepts this offer, either party may then file the offer and notice of acceptance, plus proof of
17 service, with the Court, and the Clerk shall enter judgment accordingly. If Warren Bobrow does
18 not accept this offer within fourteen (14) days after service, it is withdrawn.

1 Date: July 27, 2026

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2 By: /s/ Yar R. Chaikovsky

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