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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

KARL KAHN and SOLOMON SMITH, individually, on behalf of all others similarly situated, and on behalf of the general public, Plaintiffs, v. ANTHROPIC, PBC dba ANTHROPIC, INC. Defendant.	Case No.: 3:26-cv-05763-AGT CLASS ACTION **CONSOLIDATED COMPLAINT FOR DAMAGES, RESTITUTION, AND EQUITABLE RELIEF; DEMAND FOR JURY TRIAL**

Plaintiffs Karl Kahn and Solomon Smith, individually and on behalf of all others similarly situated ("the Class" and "Class Members"), hereby complain against Defendant ANTHROPIC, PBC dba ANTHROPIC, INC. ("Defendant" or "Anthropic") and on information and belief, unless otherwise expressly stated as based upon personal knowledge, allege as follows:

INTRODUCTION

1. Plaintiffs bring this action for Anthropic's misleading and deceptive marketing of its Claude Max subscription plans.

2. Anthropic markets and sells subscription plans to Claude, a generative AI agentic coding product that consumers use to conduct research, draft and edit text, analyze information, and generate computer code, among other tasks. Consumers shopping for access to a Large Language Model (LLM) like Claude typically look for the best quality services, the ability to access a high level of usage or "compute," and the best price point.

3. Anthropic offers commercial plans (Team and Enterprise) and individual plans (Free, Pro, and Max).

4. Anthropic's individual subscription plans cost \$17–\$20 per month at the Pro tier.

5. Anthropic markets its Max plans through specific numerical promises. It represents that the Max 5x plan provides "5x more usage than Pro" and that the Max 20x plan provides "20x more usage than Pro," while charging approximately \$100 and \$200 per month, respectively.

6. These numerical claims are not incidental marketing language. Anthropic places those claims prominently next to the plans' recurring monthly prices, repeats them throughout its pricing, plan-selection, checkout, and upgrade interfaces, and uses them to induce consumers to purchase, upgrade, and renew substantially more expensive subscriptions.

7. Yet the advertised multiples are not fixed or reliably delivered. The amount of service a subscriber receives depends on Anthropic's undisclosed capacity constraints and

internal prioritization decisions—not the objective and proportionate usage multiples represented at the point of sale.

8. In fact, Anthropic's Max 20x plan delivers far less than twenty times the usage of the Pro tier, delivering just six to eight times the usage of Pro.

9. Similarly, Anthropic's Max 5x plan delivers far less than five times the usage of the Pro tier, delivering just three-and-a-half times the usage of Pro.

10. To make matters worse, Anthropic entices consumers to pay the $200 monthly Max 20x subscription by falsely claiming it offers a 50% savings.

11. Many subscribers have reported their frustration and complained that Anthropic has engaged in a bait and switch. And while Anthropic has made clear, specific claims about the increased usage consumers will receive with the Max 5x and Max 20x subscription plans, Anthropic's website is a black box, without any meaningful description of how usage is calculated. When customers have complained to Anthropic, Anthropic has failed to deliver the usage advertised.

12. To the extent that Anthropic has made representations to consumers about the specific usage tiers, these representations have conflicted with their advertisements and marketing, further demonstrating the falsity of Anthropic's claims.

13. Plaintiffs and putative Class Members are Claude subscribers who have experienced monetary losses from Anthropic's false and misleading claims. Based on Anthropic's unlawful conduct, Plaintiffs seek, on behalf of the Class, damages, restitution, injunctive relief, declaratory relief, and reasonable attorneys' fees and costs.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2). The amount in controversy exceeds the sum of $5,000,000 exclusive of interest and costs, there are more than one hundred putative Class Members, and minimal diversity exists because many putative Class Members, including Plaintiff Kahn, are citizens of a different state than Anthropic. Furthermore, Anthropic and each Class Member have agreed by contract to submit to the personal and exclusive jurisdiction of the state and federal courts in San

Francisco, California.

15. This Court has personal jurisdiction over Anthropic because Anthropic is headquartered in California, purposefully markets and sells recurring subscriptions to California consumers, and directed or implemented the challenged marketing, pricing, product-design, disclosure, and usage-management practices from California.

16. Venue is proper in this District under 28 U.S.C. § 1391(b) because Anthropic's principal place of business is in this District and a substantial part of the events and omissions giving rise to Plaintiffs' claims emanate from activities within this District.

DIVISIONAL ASSIGNMENT

17. Assignment to the San Francisco Division is proper under L.R. 3-2(d) and (e), since a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in San Francisco County.

PARTIES

18. Plaintiff KARL KAHN is an individual, over 18 years of age. Since on or around June 23, 2025, he has been a subscriber to Claude at the following tiers: Pro, Max 5x (upgraded on January 5, 2026) and Max 20x (upgraded on April 21, 2026). At all relevant times, Plaintiff was a resident of Washington, District of Columbia.

19. Plaintiff SOLOMON SMITH is an individual, over 18 years of age. Since on or around March 16, 2026, he has been a subscriber to Claude at the following tiers: Pro (purchased March 16, 2026) and Max 5x (upgraded March 21, 2026). At all relevant times, Plaintiff was a resident of San Bernardino County, California.

20. Defendant ANTHROPIC, PBC is a Public Benefit Corporation incorporated in Delaware that maintains its headquarters at 500 Howard Street, San Francisco, California 94105. Anthropic develops, markets, sells, administers, and controls Claude, its subscription tiers, its usage-accounting systems, and the challenged purchase, upgrade, and renewal interfaces.

OPERATIVE FACTS

Anthropic Sells Usage as the Defining Feature of Its Paid Plans

21. Anthropic was founded in 2021 by former OpenAI researchers. Anthropic quickly became one of the most valuable private artificial intelligence companies in the world. Anthropic's annualized run-rate revenue grew from roughly $1 billion at the end of 2024 to more than $47 billion by mid-2026.[1] The company has prepared for a historic initial public offering ("IPO") at a private valuation of approximately $965 billion.[2]

22. As Defendant and its Claude product gained immense popularity, with usage growing eightyfold in the first quarter of 2026, Anthropic's infrastructure came under pressure. The increased usage strained Anthropic's output capacity capabilities, which mattered because Claude access was not sold to consumers as a fixed, transparent quantity of compute, but through paid plans governed by usage limits Anthropic controlled.

Anthropic Markets the Max 5x and Max 20x Plans as Offering Five and Twenty Times More Usage than a Pro Account

23. Anthropic launched Claude in March 2023. In September 2023, Anthropic began selling individual subscriptions to Claude at the Pro tier, and in April 2025, it announced the launch of individual subscriptions at the Max tier.

24. Anthropic offers subscriptions to its Claude product at different levels, including a free version, individual, team, and enterprise subscriptions. The free version does not include Claude Code or Claude Cowork. In order to access Claude Code, Claude Cowork, and higher usage limits than the free version, customers must buy a subscription.

25. When consumers arrive at the landing page of Claude.com, Anthropic's website shows them how to "Get started with Claude Code."

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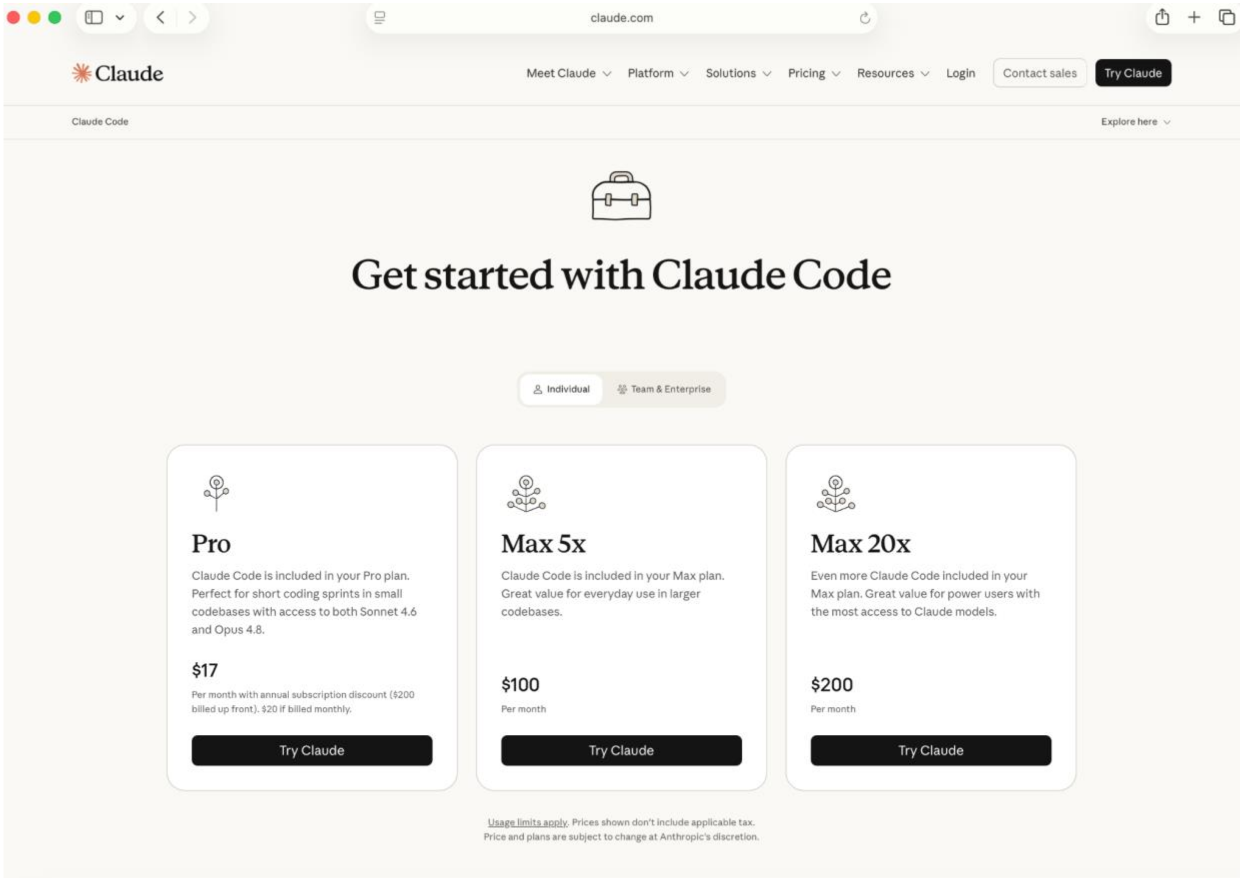
[1] *Anthropic Raises $65B in Series H Funding at $965B Post-Money Valuation*, ANTHROPIC (May 28, 2026), https://www.anthropic.com/news/series-h.

[2] *Id.*



GRAPHIC A

26. At issue in this case are the individual subscriptions, which are sold in three tiers that have increasing usage allowances: Pro, Max 5x, and Max 20x. A monthly subscription to Pro costs $17 to $20 per month, while Max 5x and Max 20x cost $100 and $200 per month respectively.

27. The principal distinction Anthropic draws among the individual paid tiers is the amount of "usage" each plan purportedly provides. The Pro plan promises "more usage" than the Free plan, while the Max plans promise either "5x more usage than Pro" or "20x more usage than Pro."

28. Anthropic uses those purported increases in usage to induce consumers to purchase increasingly expensive subscriptions. The main promise of its premium plan is that consumers who pay more would receive proportionally more access—more usage, more

capacity, more productivity, and the ability to complete more work before encountering Anthropic's usage limits.

29. Consumers do not pay for artificial intelligence in the abstract. They pay to accomplish something concrete: write a brief, build an application, analyze a dataset, complete a coding project, or ship working software. The tokens consumed along the way are only the means. The result is the thing being purchased. Anthropic markets Claude around those outcomes.

30. For example, Anthropic describes Claude Code as an "agentic coding system" capable of reading a codebase, modifying multiple files, running tests, and delivering committed code. Anthropic encourages consumers to describe what they want to build, test, revise, iterate, or ship, and promise that "Claude Code handles the rest."[3]

31. Anthropic similarly represents that its Projects feature could facilitate idea generation, strategic decision-making, and exceptional results.[4]

32. Its company page summarizes the broader product promise in a single line: "Making AI systems you can rely on."[5]

33. In marketing its premium plans, Anthropic promised quantifiably more access. Anthropic's "Pro" subscription offered "More usage." The "Max" subscription offered "5x more usage than Pro" or "20x more usage than Pro" for different costs. Anthropic repeated those representations on its pricing page, in plan-comparison materials, in product announcements, in advertising, and in upgrade prompts shown when users ran out of access. A reasonable consumer would understand those statements to mean that paying more bought a defined, measurable, and proportionally greater amount of working capacity.

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[3] Anthropic, Claude Code, available at https://www.anthropic.com/claude-code (last visited June 17, 2026) ("reads your codebase, makes changes across files, runs tests, and delivers committed code"; "Claude Code handles the rest").

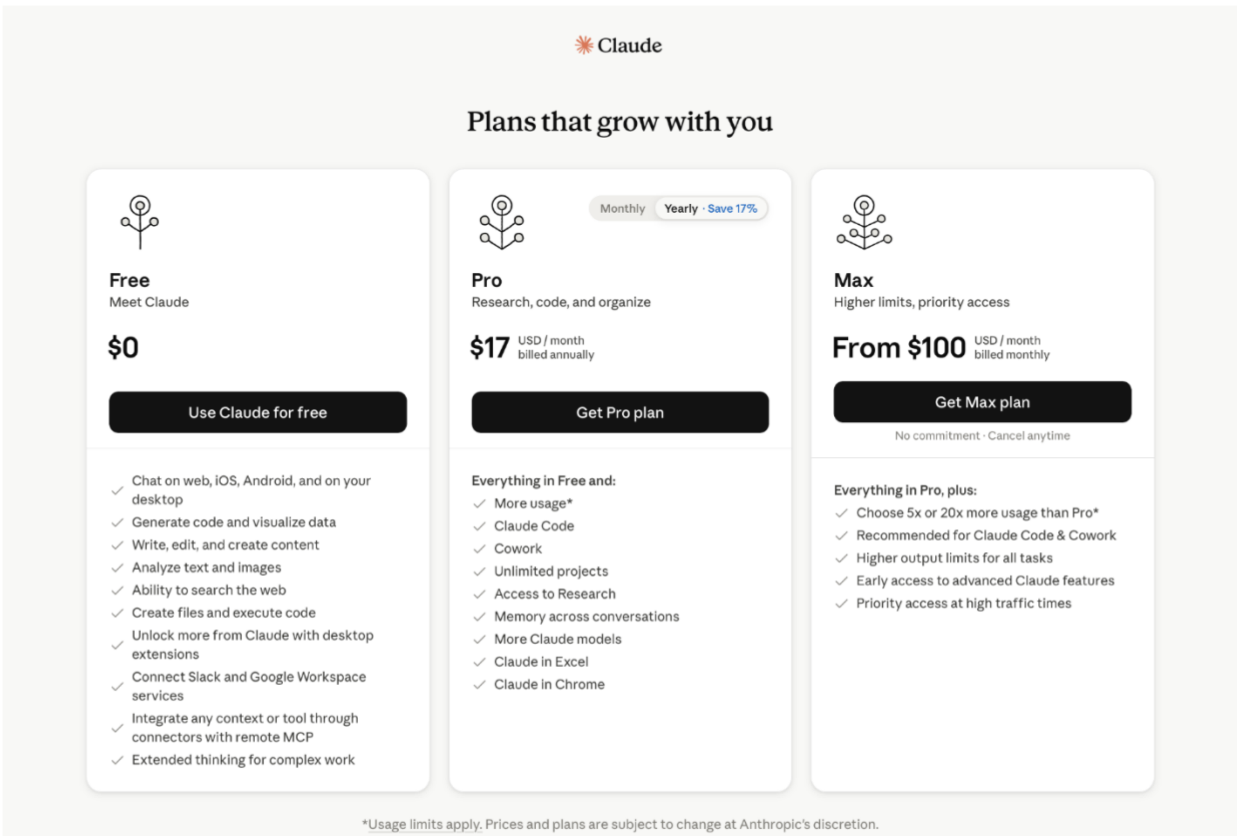
[4] Anthropic, Collaborate with Claude on Projects (June 25, 2024), available at https://www.anthropic.com/news/projects ("Claude can enable idea generation, more strategic decision-making, and exceptional results").

[5] Anthropic, Company, available at https://www.anthropic.com/company (last visited June 17, 2026) ("Making AI systems you can rely on"; "dedicated to building systems that people can rely on").

Anthropic's Sign-up Flow Reinforces Its Marketing Messages About Usage

34. Anthropic prompts consumers interested in subscribing to create an account. But first, they must check a box that states: "I agree to Anthropic's Consumer Terms and Acceptable Use Policy and confirm that I am at least 18 years of age."

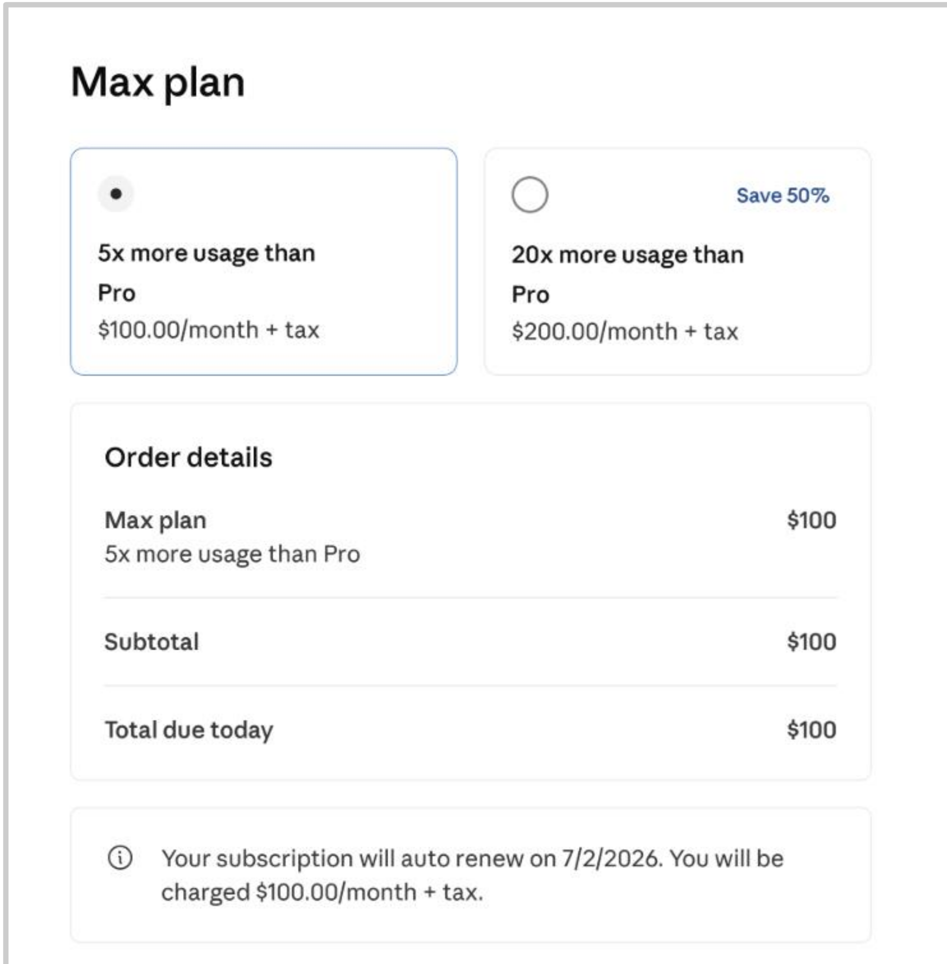
35. Once consumers click "Create Account," Anthropic's site takes consumers to a page titled "Plans that grow with you."



GRAPHIC B

36. For the Max plan, the primary feature Anthropic highlights is "more usage." The copy urges: "Choose 5x or 20x more usage than Pro."

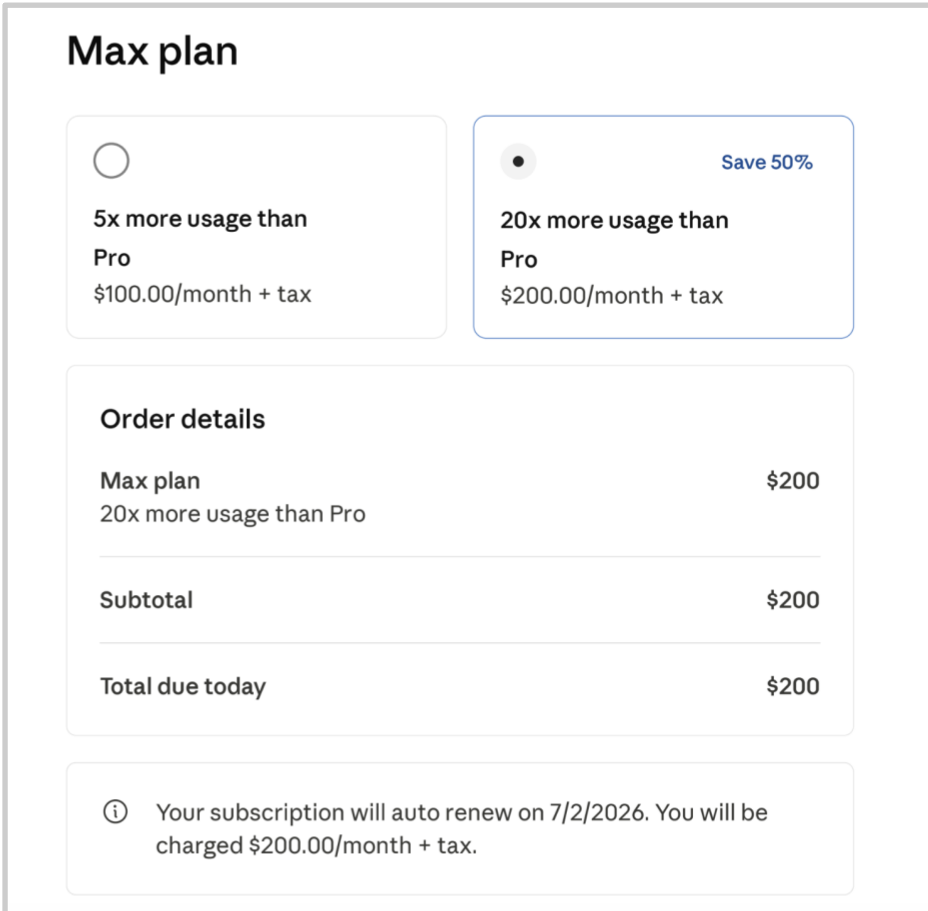
37. When consumers click on "Get Max plan," Anthropic's website takes them to a screen that again differentiates the Max plan by comparison with the Pro plan. Once again, this screen explicitly represents that the Max 5x plan provides five times more usage than Pro, and the Max 20x plan provides 20x more usage than Pro:



GRAPHIC C

38. Anthropic's interface, at Graphic C, also identifies the prices of the two Max plans, specifically calling out a savings of "50%" with the 20x plan.

39. Anthropic's interface provides updated price information to consumers who click on the round button next to the words "Save 50%" for the Max 20x plan:



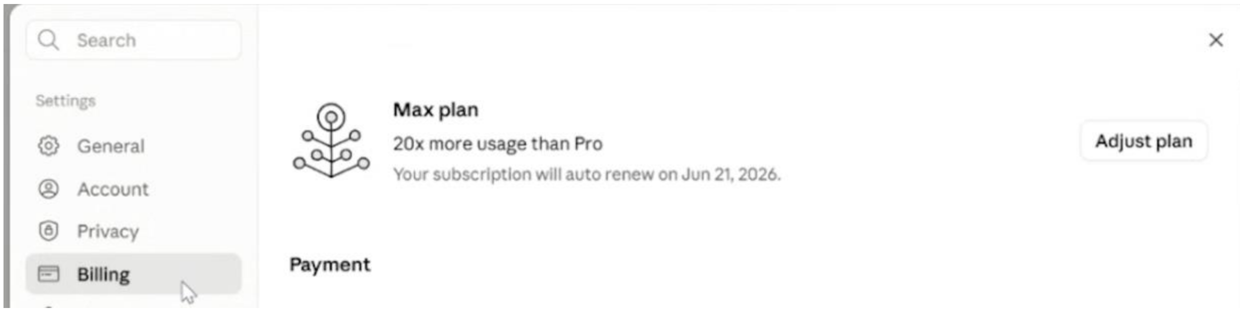
GRAPHIC D

40. Anthropic's interface at Graphics C and D permits users to scroll down to a request for payment information, and includes a checkbox next to this statement: "You agree that Anthropic will charge your card in the amount above now and on a recurring monthly basis until you cancel in accordance with our terms. You can cancel at any time in your account settings."

41. The "terms" link to Anthropic's Consumer Terms of Service, as they did at the beginning of the sign-up flow.

42. Once the consumer provides payment information and checks the box identified in paragraph 22, the consumer can "Subscribe."

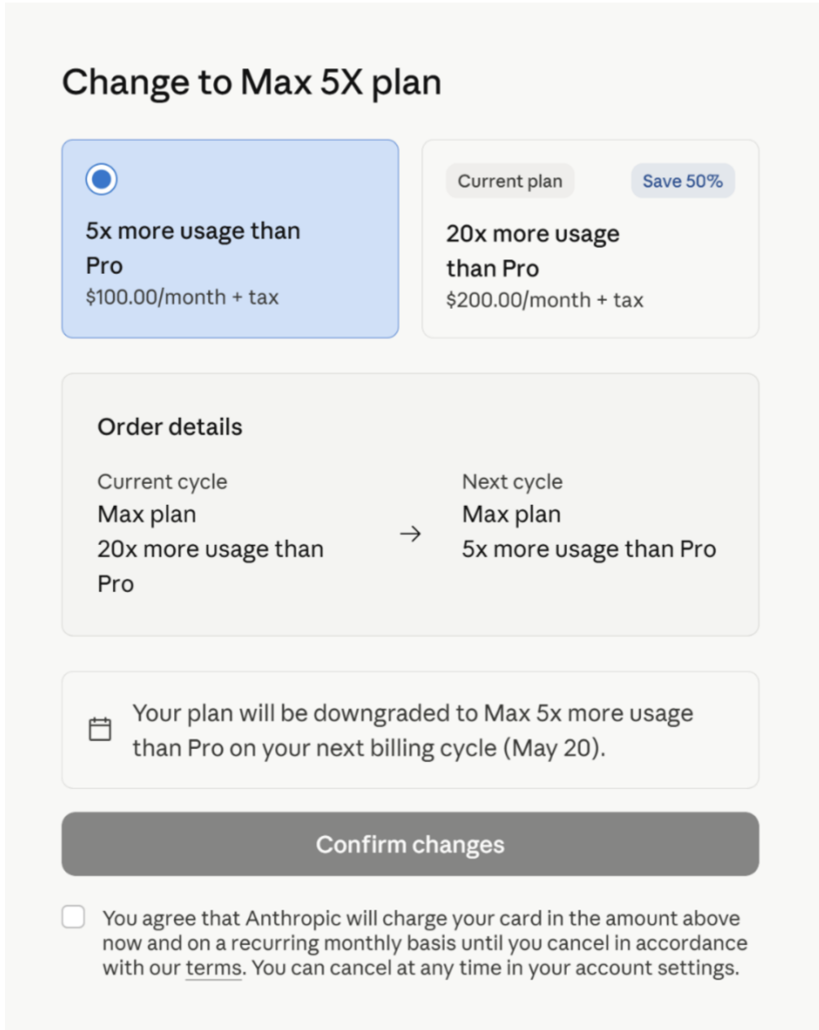
43. Some users upgrade through their desktop Claude application by accessing their billing page and clicking on "adjust plan."



GRAPHIC E

44. Users who click on "adjust plan" are taken to a "Plans that grow with you" page. The page is parallel to Graphic B except that it presents only two options, Pro and Max, excluding the free version.

45. Clicking on the Max plan takes the user to a plan change page similar to Graphic D but incorporating information about the user's current plan:



GRAPHIC F

46. Anthropic's enrollment interface leads reasonable consumers to understand that the Max 5x plan provides 5 times more usage per month than the Pro plan.

47. Anthropic's enrollment interface leads reasonable consumers to understand that the Max 20x plan provides 20 times more usage per month than the Pro plan.

48. Anthropic's enrollment interface leads reasonable consumers to understand that the Max 20x plan is offered at a savings of 50%.

Anthropic Obscures How It Measures Usage

49. Despite Anthropic's clear and specific representations about the relative amount of additional usage available under the 5x and 20x plans, and the purported 50% savings obtained by subscribing to the 20x plan, Anthropic does not provide any explanation that usage means anything other than what it would ordinarily be understood as—that is, the computational resource usage available over each subscription period.

50. Anthropic does not disclose at the point of sale the baseline, unit, denominator, or methodology used to calculate "5x" or "20x more usage." It does not state whether the multipliers applied to messages, tokens, hours, five-hour sessions, weekly caps, monthly caps, particular models, or some combination of those measures.

51. Nor does Anthropic provide subscribers with a meaningful mechanism to verify the advertised multiples. Subscribers can see percentages of certain limits consumed, but cannot independently measure their total allocation, compare it with the operative Pro baseline, or determine whether the Max tiers deliver the represented relative capacity.

52. Anthropic's Consumer Terms likewise do not clearly state that the advertised usage multiples are variable, capacity-dependent, or subject to discretionary reduction. And the support page titled "How do usage and length limits work?" described limits in mechanical terms without disclosing that the core multipliers could become a moving target.

Consumer Complaints and Reporting Put Anthropic on Notice

53. Subscribers have expressed frustration that they have not received what they paid for. For example, consumers have complained publicly:

- "Last weekend I upgraded my 5x Max plan to 20x Max. After noticing the credits dropping much faster than I would expect I dug into the data. The jump from 5x Max to 20x Max is absolutely not 4x the weekly credits compared to 5x Max, which is what the plan implies. Based on my actual usage data from ccusage it comes out to roughly 1.4 to 2.5x."
- "wtf is this, anthropic? i've been on x5 for almost a year and decided to try 20x. Now i'm already at 50% of the weekly limit and not even 36 hours in. wtf. the weekly limit feels basically the same as x5, but it just makes the 5-hour sessions longer, which means you burn through the weekly limit even faster. what the hell is this? i feel cheated. my $200 is not worth it."
- "How is the "Max 20x" only an additional 5-9 hours of Opus 4, and not 4x that

of "Max 5x"? At least I'd expect a doubling, since I'm paying twice as much."

- "I am only on my third day of the week and I have already used 50% of my weekly allowance on the 20x Max plan. I am only running a single instance, with no MCPs or anything else. Last week when using Claude Code just as heavily on the 5x Max plan I only hit 100% on Saturday. Now, with the 20x Max plan it looks like I will not even make it through the week even though I am definitely not using Claude Code four times as much. To me this feels like false advertising. Anthropic support did not provide any useful assistance. The bot repeatedly gaslighted me and cut me off at the end."

54. Another widely discussed complaint characterized the practice as "changing the product mid billing cycle without telling anyone" and alleged that Anthropic had been "A/B testing new limits" on paying subscribers. The consumer stated that the altered service was not the same product for which subscribers had paid.

55. The mismatch between marketing and delivery has been reported to Anthropic, but Anthropic has not made changes to its representations.

56. Independent technology reporting likewise documented complaints that Anthropic tightened or altered Claude usage limits without adequate warning and that Claude's popularity and compute constraints caused Anthropic to restrict paid users. These reports included coverage by The Stack, TechCrunch, VentureBeat, The Register, and Business Insider, among others.

57. The volume and specificity of complaints, together with Anthropic's control over subscriber usage records and public acknowledgement of session-limit adjustments, put Anthropic on notice that consumers did not understand the multipliers to be variable and were not receiving the value conveyed by its marketing.

58. Nevertheless, confused subscribers searching Anthropic's website for more concrete information about the usage limits on the Max 5x and Max 20x plan will not find a clear answer.

59. The disclaimer at the bottom of Graphics A and B states simply that: "Usage limits apply. Prices don't include applicable tax. Price and plans are subject to change at Anthropic's discretion." But a consumer could select a plan and initiate the purchase flow without scrolling to this footnote.

60. Clicking on the hyperlink to "usage limits" takes users to a "Usage limit best practices" page, which at the very top, refers users to other pages:

Usage limit best practices

Updated over a week ago

The number of messages you can send will vary based on your Claude plan. For more information on your plan's usage, refer to the following resources.

- Free Claude
- Pro plan
- Max plan
- Team plan
- Enterprise plan

GRAPHIC G

61. Consumers who click on the hyperlink for "Max plan" will be taken to an article touting the much higher usage availability for Max plans and explaining that weekly usage limits reset after seven days:

Does the Max plan have any usage limits?

Yes. The Max plan offers substantially higher usage compared to our Pro plan and is available in two tiers:

Max 5x provides 5 times more usage per session than the Pro plan. This tier is ideal for frequent users who work with Claude on a variety of tasks.

Max 20x provides 20 times more usage per session than the Pro plan. This tier is ideal for daily users who collaborate often with Claude for most tasks.

Max plans also have two weekly usage limits: one that applies across all models and another for Sonnet models only. Both limits reset seven days after your session starts.

In addition, to manage capacity and ensure fair access to all users, we may limit your usage in other ways, such as weekly and monthly caps or model and feature usage, at our discretion.

GRAPHIC H

62. The page at Graphic H leaves undefined the term "session" and, aside from the comparison to the Pro version, does not further define the usage limits.

63. A reasonable consumer who encounters Graphic H would understand that the

usage limits reset after 7 days, that the Max 5x subscription plan provides 5 times more usage than Pro on a monthly (or at least weekly) basis, and that the Max 20x subscription plan provides 20 times more usage than Pro on a monthly (or at least weekly) basis.

64. The article commencing at Graphic H directs consumers to another link, "Understanding usage and length limits." Clicking on that link takes consumers to an article titled: "How do usage and length limits work?" It begins with a subsection titled "What are usage limits?":

> **What are usage limits?**
>
> Usage limits control how much you can interact with Claude over a specific time period. Think of this as your "conversation budget" that determines how many messages you can send to Claude, or how long you can work with Claude Code, before needing to wait for your limit to reset.
>
> Your usage is affected by several factors, including the length and complexity of your conversations, the features you use, and which Claude model you're chatting with. Different subscription plans (Pro, Max, Team, etc.) have different usage allowances, with paid plans offering higher limits.
>
> Note that your usage of all different Claude product surfaces (claude.ai, Claude Code, Claude Desktop) counts towards the same usage limit.

GRAPHIC I

65. After explaining that there are usage limits and the factors that affect those limits, the article beginning at Graphic I moves on to address topics such as: "How can I get unlimited usage?", "What are length limits?", "Automatic context management," and "How can I increase the size of Claude's context window?" It concludes by advising customers how they can purchase additional usage.

66. The pages at Graphics G, H, and I are outside the sales funnel, and consumers do not need to interact with them in order to subscribe to a Max plan.

67. Anthropic's website fails to directly answer the question of how much usage Max

plan subscribers will receive, except by reference to the Pro subscription.

68. Anthropic's site permits subscribers to view what percentage of their "weekly limits" they have used on a usage tracking page. But it does not quantify the usage by reference to tokens used, hours spent, or queries made.

69. Anthropic's site is not even clear about how it measures usage. The clearest statement appears on Graphic I in response to the question, "What are usage limits?" Defendant answers: "Think of this as your 'conversation budget' that determines how many messages you can send to Claude, or *how long you can work with Claude Code*, before needing to wait for your limit to reset" (emphasis added).

The Actual Usage Provided by the Max 5x and Max 20x Plans is Far Below the Advertised Amount of Usage

70. For subscribers using Claude Code, the relevant metric, therefore, appears to be "how long you can work with Claude Code."

71. Anthropic offers several different AI models as part of Claude Code. The models include Haiku, Sonnet, and Opus, and are designed for different coding tasks.

72. In communications with then-current subscribers, Anthropic confirmed that Max 5x and Max 20x subscriptions have not been receiving the advertised amount of usage.

73. Specifically, in emails to subscribers on or around July 28, 2025, Anthropic announced the launch of weekly limits that reset every seven days. Anthropic sent separate emails to Pro, Max 5x, and Max 20x subscribers that provided usage information for the particular subscriber base that the email was sent to.

74. Anthropic's email to Pro users is titled: "Important updates to your Pro account usage limits." In that email, Anthropic states: "Most Pro users can expect 40-80 hours of Sonnet 4 within their weekly rate limits. This will vary based on factors such as codebase size and user settings like auto-accept mode. Users running multiple Claude Code instances in parallel will hit their limits sooner."

75. Although Anthropic made Opus available to Pro users, Anthropic did not include a range of Opus hours in its email to Pro users.

76. In contrast, Anthropic's email to Max 5x users states: "Most Max 5x users can expect 140-280 hours of Sonnet 4 and 15-35 hours of Opus 4 within their weekly rate limits. Heavy Opus users with large codebases or those running multiple Claude Code instances in parallel will hit their limits sooner."

77. And Anthropic's email to Max 20x users states: "Most Max 20x users can expect 240-480 hours of Sonnet 4 and 24-40 hours of Opus 4 within their weekly rate limits. Heavy Opus users with large codebases or those running multiple Claude Code instances in parallel will hit their limits sooner. If you do reach a weekly usage limit, you'll have the option to purchase more usage at standard API rates to continue working without interruption."

78. Subscribers to each plan received the email related only to their own plan, making more difficult any direct comparison among the three plans. But a simple analysis based on Anthropic's own statements, in the aggregate, shows that its "5x more usage than Pro" and "20x more usage than Pro" claims are false.

Plan	Model	Hours per week[6] according to Anthropic emails	Hours per week expected if 5x and 20x multiplier claims are true	Actual usage multiplier
Pro	Sonnet 4	40-80	40-80	1x Pro
Max 5x	Sonnet 4	140-280	200-400	3.5x more usage than Pro
Max 20x	Sonnet 4	240-480	800-1600	6x more usage than Pro; 1.7x more usage than Max 5x

TABLE 1

79. The hours of usage expected from Max 20x is four times that delivered by Max 5x. But the expected usage limits articulated by Anthropic do not align with a multiple of four—they are not even a multiple of two.

[6] There are only 168 hours in a calendar week. As Defendant's email points out, subscribers can initiate "multiple Claude Code instances in parallel," presumably accounting for the number of hours in the weekly limit exceeding 168.

80. For example, Anthropic's own statements about the actual range of hours it delivers for Opus 4 on a weekly basis demonstrate that Anthropic delivers only 1.1 to 1.6 times the usage of Max 5x with the Max 20x subscription plan.

81. Anthropic's own statements demonstrate that Max 20x delivers only six times the weekly usage available in Pro for Sonnet 4. For Opus 4, Anthropic does not state what number of hours Pro delivers, but assuming it actually delivers one-fifth of Max 5x (i.e. 15 to 35 hours / 5 = 3 to 7 hours), then Max 20x delivers just six to eight times the usage of Pro.

82. Furthermore, based on Anthropic's own statements about the number of hours it delivers with Max 20x weekly, the per hour price of the Max 20x subscription is *more* than the per hour price of the Max 5x subscription or Pro subscription for Opus 4, and more than the per hour price for Pro or Max 5x on the Sonnet 4 model, not 50% less than the per hour price of Max 5x.

Subscription	Model	Hours delivered per week	Monthly cost	Estimated price per hour[7]
Pro	Sonnet 4	40-80 hours	$17-$20	$0.05-$0.11
Max 5x	Sonnet 4	140-280 hours	$100	$0.08-$0.16
Max 20x	Sonnet 4	240-480 hours	$200	$0.09-$0.19
Max 5x	Opus 4	15-35 hours	$100	$0.66-$1.55
Max 20x	Opus 4	24-40 hours	$200	$1.16-$1.93

TABLE 2

Anthropic Diluted the Relative Value of Paid Tiers

83. Anthropic sold Pro and Max subscriptions as premium tiers that included benefits unavailable to users of the Free plan. A material part of the paid plans' value was the relative advantage they provided over lower-priced access.

84. During the proposed Class Period, Anthropic repeatedly modified the Free and paid tiers. On information and belief, features previously marketed as paid or premium benefits were migrated to the Free tier, including some combination of file creation, external connectors, custom skills, memory features, the Artifacts interface, and access to later Sonnet models.

[7] The calculation is: monthly price / (hours per week x 4.3 weeks per month).

85. Anthropic did not provide corresponding refunds, credits, price reductions, or proportionate increases in the relative usage and benefits provided to existing Pro and Max subscribers. The changes therefore reduced the relative value of subscriptions during recurring terms and at renewal.

86. At the same time, Anthropic retained discretion to tighten paid usage limits. The combined effect was to diminish both sides of the premium bargain: formerly exclusive features became free, while the paid usage advantage remained opaque and subject to capacity-based reduction.

87. Anthropic possessed unilateral control over those changes. Its discretion was not exercised in a manner that preserved the fruits of the bargain represented to paying subscribers.

The Challenged Representations Were Material and Uniform

88. The amount of included usage is material to a reasonable consumer selecting and paying for an artificial-intelligence subscription. Usage determines how long and how often the service can be used before interruption or additional charges, and Anthropic used usage as the principal feature distinguishing Free, Pro, Max 5x, and Max 20x.

89. The discretionary nature of usage limits is also material. A reasonable consumer would consider it important that Anthropic could reduce practical capacity during peak periods, impose additional weekly or monthly caps, restrict particular models or features, and change limits after payment.

90. Anthropic made the challenged representations uniformly through standardized webpages, checkout screens, order details, product announcements, and in-app upgrade prompts. The challenged omissions likewise resulted from centralized decisions concerning what the sales funnel did and did not disclose.

91. Anthropic intended consumers to rely on those representations. It placed the numerical multipliers and premium-benefit claims next to recurring prices and displayed them at the moment consumers selected, upgraded, or renewed plans.

92. Reasonable consumers lacked access to the information needed to verify the claims. Anthropic possessed exclusive knowledge of its rate-limiting algorithms, capacity allocation, session and weekly caps, plan ratios, A/B tests, and historical changes to the limits.

Plaintiffs' Experience of Receiving Less Usage

Under the Max 5x and Max 20x Plans than Advertised

Plaintiff Karl Kahn

93. Plaintiff Kahn has paid between $100 and $200 per month for his Max 5x and Max 20x subscriptions since January 5, 2026. In that time, Plaintiff Kahn experienced a discrepancy between the usage that is advertised for the Max subscriptions on Anthropic's enrollment website and the usage he received after subscribing to them. Plaintiff Kahn suffered injury in the following ways:

a. He overpaid for his subscription to Max 5x;
b. He overpaid for his subscription to Max 20x;
c. He received less usage than Anthropic represented it would provide;
d. He may not have purchased the subscription to Max 20x if he had known the truth;
e. He had to budget and restrict his usage of Claude, in part or in whole because of the lower limits actually provided under the Max 5x plan;
f. He had to budget and restrict his usage of Claude, in part or in whole because of the lower limits actually provided under the Max 20x plan; and
g. At times, he paid to purchase additional usage when the Max subscription fell short of Anthropic's promises.

94. Plaintiff Kahn acquired his individual subscriptions to Claude by purchasing them from Anthropic through its enrollment website or desktop application, and he saw and relied on Anthropic's usage and savings claims in the purchase funnel.

95. Plaintiff Kahn used the Claude subscription plans for personal, family or household purposes.

96. On or around June 23, 2025, Plaintiff Kahn subscribed to Claude Pro. Among

other things, he was interested in using Claude Code to accomplish computer programming tasks.

97. Plaintiff Kahn increasingly used Claude, and decided to upgrade to the Max 5x subscription on or around January 5, 2026.

98. Plaintiff Kahn's decision to upgrade to the Max 5x subscription was based on Anthropic's representations that he would receive five times the usage of the Pro plan.

99. Plaintiff Kahn began to use Claude Code extensively. As a subscriber to Max 5x, Plaintiff budgeted and monitored his usage of Claude Code. Soon, Plaintiff Kahn found himself needing additional usage to manage his projects.

100. On or around April 21, 2026, Plaintiff Kahn upgraded from the Max 5x plan to the Max 20x plan.

101. Plaintiff Kahn's decision to upgrade was based on Defendant's representations about the expanded usage limits under the Max 20x plan and the savings of 50% relative to the Max 5x plan.

102. In upgrading from Pro to Max 5x, and from Max 5x to Max 20x, Plaintiff Kahn viewed an upgrade page that looked similar to Graphics D and F.

103. Within weeks of subscribing to Max 20x, Plaintiff Kahn found himself encountering weekly usage limits Anthropic imposed.

104. For example, Plaintiff Kahn discovered that using Claude in a single 5-hour window to the fullest extent permitted could burn a whopping 15% of the weekly usage allotment that Anthropic set.

105. Once again, Plaintiff Kahn found himself needing either to halt his work, ration his usage, or purchase additional usage to ensure that he could complete his work.

106. Nevertheless, Anthropic's billing page for Plaintiff Kahn's account continued to tout that his Max plan delivers "20x more usage than Pro." The only time metric mentioned is the monthly subscription. Immediately below the 20x claim, Anthropic's billing page alerts him that his subscription will auto renew at the end of the month. Below that, the billing page shows the monthly invoicing.

107. Plaintiff Kahn's experience is typical of subscribers to the Max 5x and Max 20x plans, who similarly were induced to purchase the plan because of Anthropic's claims about expanded usage and 50% savings.

Plaintiff Solomon Smith

108. Plaintiff Smith is a computer-science student at California State University, San Bernardino. He used artificial-intelligence coding tools for coursework, coding projects, and hackathon work. In March 2026, Plaintiff Smith used Claude while developing an academic-advising tool for an IBM hackathon.

109. Beginning on or about March 16, 2026, Plaintiff Smith paid Anthropic approximately $5 for prepaid extra usage and subscribed to Claude Pro for approximately $20 per month.

110. On or about March 21, 2026, Plaintiff Smith reviewed Anthropic's standardized upgrade interface and upgraded to Max 5x for approximately $100 per month. The interface represented that Max 5x provided "5x more usage than Pro" and priority access at high-traffic times.

111. The 5x representation, the promise of greater productivity, and the promise of priority access were each substantial factors in Plaintiff Smith's decision to upgrade. Plaintiff Smith understood that paying approximately five times the Pro price would provide approximately five times the usable capacity.

112. However, after upgrading, Plaintiff Smith encountered usage restrictions that interfered with his ability to continue working on time-sensitive coding projects. Because Anthropic did not disclose objective units or stable plan caps, Plaintiff Smith could not determine in advance how much work he could complete or whether the paid plan delivered the advertised multiple.

113. Plaintiff Smith was required to ration or postpone usage, alter how he worked, and consider or purchase additional usage to continue projects after the included capacity was exhausted. The interruptions defeated the reliable workflow and productivity Anthropic used to market the paid plan.

114. Plaintiff Smith paid more than the service was worth as truthfully described. Had Anthropic disclosed that usage was variable, could be adjusted during peak hours, and could be further restricted by undisclosed weekly, monthly, model and feature caps, Plaintiff Smith would not have purchased or renewed the same plan, would have selected a less expensive plan, or would have paid less.

115. Plaintiff Smith's injury includes the price premium attributable to Anthropic's challenged representations, prepaid or additional usage charges, and the difference between the value promised and the value received.

116. Plaintiff Smith continues to use or wishes to use Claude and would consider purchasing or renewing a paid plan if Anthropic truthfully disclosed and delivered the included capacity. Because Anthropic controls and may change the limits without objective units or meaningful advance notice, Plaintiff Smith cannot presently rely on the challenged representations and faces a real risk of being deceived again.

CLASS ACTION ALLEGATIONS

117. Pursuant to Rule 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, Plaintiffs bring this class action on behalf of themselves and all other persons similarly situated and the general public.

118. The proposed class (the "Class") is defined as follows:

> All natural persons in the United States who paid Anthropic for a Max 5x or Max 20x subscription through Claude.com or a Claude application, at any point from April 9, 2025 to the present.

119. The class excludes the Court and its staff, and Anthropic, its officers and directors, members of their immediate families, their co-conspirators, aiders and abettors, and the heirs, successors or assigns of any of the foregoing.

120. The class definitions may be further defined or amended by additional pleadings, evidentiary hearings, a class certification hearing, and orders of this Court.

Numerosity and Ascertainability

121. Plaintiffs are unable to state the precise number of Class Members because such

information is in the exclusive control of Anthropic. Due to the nature of the trade and commerce involved, however, Plaintiffs believe that the total number of Class Members is in the thousands, with approximately 18% of the Class Members being California residents, and Class Members are so numerous that joinder of all Class Members is impracticable. The exact size of the proposed Class, and the identity of the members thereof, will be readily ascertainable from information and records in Anthropic's possession, custody, or control. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court.

Commonality

122. There are common questions of law and fact affecting the rights of each Class Member and common relief by way of damages and restitution. The harm that Anthropic has caused or could cause is substantially uniform with respect to Class Members. Common questions of law and fact that affect the Class Members include, but are not limited to:

a. Whether Anthropic promised to deliver materially greater usage and/or specific usage amounts to Max 5x and 20x subscribers, relative to Pro subscribers;

b. Whether actual usage was variable, capacity-dependent, and subject to undisclosed throttling;

c. Whether the pricing and purchase flow clearly and conspicuously disclosed material limits before obtaining billing information;

d. Whether Anthropic has made false and/or misleading statements of fact or has omitted material facts, and will continue to make false and/or misleading statements or omit material facts, to Class Members and the public concerning the usage amounts under the Max 5x and 20x plans;

e. If so, whether Anthropic's false and/or misleading statements of fact or concealment of material facts concerning the usage amounts of Max subscription plans were likely to deceive the public;

f. Whether Anthropic knew or should have known that its representations and omissions were misleading;

g. Whether, by the misconduct alleged in this action, Anthropic has violated the California Consumers Legal Remedies Act, Cal. Civil Code § 1750, *et seq*.;

h. Whether, by the misconduct alleged in this action, Anthropic has violated California's False Advertising Law, Cal. Bus. & Prof. Code § 17500;

i. Whether, by the misconduct alleged in this action, Anthropic has made negligent misrepresentations;

j. Whether, by the misconduct alleged in this action, Anthropic has violated California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*.;

k. Whether, by the misconduct alleged in this action, Anthropic has breached its contracts with subscribers;

l. Whether, by the misconduct alleged in this action, Anthropic has breached the implied covenant of good faith and fair dealing; and

m. Whether, as a result of Anthropic's misconduct as alleged herein, Plaintiffs and Class Members are entitled to damages, including compensatory damages, restitution, injunctive relief, declaratory relief, and other remedies, and, if so, the amount and nature of such relief.

Typicality

123. Plaintiffs' claims are typical of the claims of the other Class Members because they purchased Max 5x and/or Max 20x subscriptions through Anthropic's standardized interface, were exposed to and relied on Anthropic's representations, and were subject to the same opaque and discretionary usage-management system. Anthropic's conduct has caused Plaintiffs and Class Members to sustain the same or substantially similar injuries and damages. The representative Plaintiffs, like all Class Members, have been damaged by Anthropic's misconduct. Furthermore, the factual bases of Anthropic's misconduct are common to all Class Members and represent a common thread of misconduct resulting in injury to all Class Members.

Adequate Representation

124. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs are members of the Class, do not have any conflict of interest with other

Class Members, and understand their obligations as class representatives. Plaintiffs have retained and are represented by competent counsel who are experienced in complex consumer protection and class action litigation.

125. Plaintiffs and their counsel are committed to vigorously prosecuting the action on behalf of the Class and have the financial resources to do so. Neither Plaintiffs nor their counsel have interests adverse to those of the Class.

Predominance and Superiority

126. The common questions of law and fact set forth herein predominate over any questions affecting only individual Class Members.

127. Common questions predominate because liability turns on uniform marketing, standardized contracts, centralized plan configurations, common disclosure practices, and Anthropic's internal usage data. Whether Anthropic's net representations were false or misleading can be determined through common proof.

128. Damages and restitution can be calculated using common methodologies, including the difference between the market value of the plans as represented and as delivered, the price premium attributable to the challenged claims, plan-level usage ratios, refunds, feature histories, and additional usage charges reflected in Anthropic's records.

129. A class action provides a fair and efficient method for the adjudication of this controversy, which, for the following reasons, is superior to the alternative methods involved in individual litigation:

a. Prosecution of separate actions by individual Class Members would create a risk of inconsistent and varying adjudications against Anthropic when confronted with incompatible standards of conduct;

b. Adjudications with respect to individual Class Members could, as a practical matter, be dispositive of any interest of other members not parties to such adjudications, or substantially impair their ability to protect their interests;

c. Absent a class action, Anthropic would likely retain the benefits of its wrongdoing. Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that relatively few Class Members could afford to seek legal redress for Anthropic's misconduct. Absent a representative action the Class will continue to suffer losses and Anthropic will be allowed to continue these violations of law and to retain the proceeds of its ill-gotten gains;

d. Anthropic has acted or refused to act on grounds generally applicable to the Class, making injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole; and

e. The trial and litigation of Plaintiffs' claims are manageable. Individual litigation of the legal and factual issues raised by Anthropic's conduct would increase delay and expense to all parties and the court system. The class action device presents far fewer management difficulties and provides the benefits of a single, uniform adjudication, economics of scale, and comprehensive supervision by a single court.

CALIFORNIA CHOICE OF LAW

130. Anthropic is headquartered at 500 Howard Street, San Francisco, California. This is where Anthropic's high-level employees and officers direct, control, and coordinate the corporation's activities, including its marketing, product and service development, and major policy, financial, and legal decisions.

131. Anthropic's product and service development and marketing work, including on the individual subscription plans, emanates from Anthropic's headquarters in San Francisco, California.

132. Anthropic elected to have California law govern all claims and disputes arising out of its sale of individual Claude subscriptions that are the subject of this lawsuit.

133. Specifically, Anthropic's Consumer Terms of Service govern individual subscriptions, and state:

> Terms will be governed by, and construed and interpreted in accordance with, the laws of the State of California without giving effect to conflict of law principles. You and Anthropic agree that any disputes arising out of or relating to these Terms will be resolved exclusively in the state or federal courts located in San Francisco, California, and you and Anthropic submit to the personal and exclusive jurisdiction of those courts. By accessing our Services, you waive any claims that may arise under the laws of other jurisdictions.

134. Anthropic drafted its Consumer Terms of Service and requires consumers to agree to them as a condition of purchasing, upgrading or renewing individual subscriptions, including the Pro and Max plans. The Parties' relationship and the challenged transactions are substantially connected to California.

135. California has a significant interest in regulating the conduct of businesses operating within its borders. California has a particular interest in protecting the rights of Californians and of residents and citizens across the nation from harmful and fraudulent conduct emanating from a company headquartered and doing business in California.

136. For all these reasons, the application of California law to all of the Class Members' claims is fair and appropriate.

137. Under California's choice of law principles, which are applicable to this action, the common law of California applies to the common law claims of all Class Members. Additionally, given California's significant interest in regulating the conduct of businesses operating within its borders, California's consumer protection laws may generally be applied to nonresident Class Members.

FIRST CAUSE OF ACTION

(Violations of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*)

138. Plaintiffs reallege and incorporate herein by reference the allegations in each and every paragraph above.

139. The Consumers Legal Remedies Act ("CLRA") was enacted to protect consumers from unfair and deceptive business practices. Cal. Civil Code § 1760.

140. At all relevant times:

a. The Max subscription plans are services—as reflected by the nature of the activities offered by the plans and the repeated characterization of the plans as "services" by Anthropic in its Consumer Terms of Service and other materials—that were offered and purchased by Plaintiffs and Class Members for other than commercial or business uses, and, as such, are "services" as defined by Cal. Civil Code § 1761(b);

b. Alternatively, the Max subscription plans are tangible chattel that result in a physical change to computer hardware, possess corporeal form, are sought or used primarily for personal, family, or household purposes, and are therefore "goods" as defined by Cal. Civil Code § 1761(a);

c. Plaintiffs and Class Members purchased the Max subscription plans for personal, family or household purposes and, as such, are "consumers" as defined in Cal. Civil Code § 1761(d);

d. Anthropic's sale of the Max subscription plans constitutes "transactions" as that term is defined in Cal. Civil Code § 1761(e); and

e. Anthropic is a company, and as such, is a "person" as that term is defined in Cal. Civil Code § 1761(c).

141. Defendant has violated the CLRA by:

a. representing that goods or services have characteristics, uses, benefits, or quantities that they do not have, when making representations about the amount of usage available under the Max subscription plans relative to the Pro plan on a monthly or weekly basis, in violation of Cal. Civil Code § 1770(a)(5);

b. advertising goods or services with an intent not to sell them as advertised, by making deceptive claims about the amount of usage under the Max subscription plans relative to the Pro plan, while providing confusing or inconsistent information to consumers, in violation of Cal. Civil Code § 1770(a)(9);

c. advertising goods or services with an intent not to supply reasonably expectable demand, unless the advertisement discloses a limitation of quantity, by representing the amount of usage under the Max subscription plans relative to the Pro plan, without disclosing that the offered usage was incorrect under normal conditions, in violation of Cal. Civil Code § 1770(a)(10); and

d. representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not, by indicating on Defendant's standard billing page that Max delivers usage at five or twenty times the usage of Pro, on a monthly or weekly basis, in violation of Cal. Civil Code § 1770(a)(16).

142. Anthropic knew before the time of sale to Plaintiff and other Class Members that its Max plan subscription does not provide the advertised benefit.

143. Anthropic's violations of the CLRA present a continuing threat to Plaintiffs, the Class, and the general public, in that Anthropic continues to engage in the above-referenced acts and practices, and unless enjoined from doing so by this Court, will continue to do so.

144. As a proximate result of the misleading conduct and deceptive practices of Anthropic and its agents and employees, Plaintiffs and the Class Members have suffered actual damages. These damages include all amounts paid for the deceptively-advertised Max subscription plans, prejudgment interest, and statutory attorneys' fees incurred in bringing this action.

145. Anthropic's conduct is fraudulent, wanton, and malicious.

146. Counsel for the Plaintiffs filed declarations, concurrent with the original or this consolidated class action complaint, showing that this action was commenced in the proper forum pursuant to Civil Code section 1780(d).

147. Plaintiffs have satisfied all terms of the contract, statutory notices and requirements, except as may have been excused by misconduct of Anthropic. Specifically, on June 15, 2026, more than 30 days prior to the filing of this amended complaint, Plaintiff Kahn provided written notification required by Civil Code § 1782(a), in writing by certified mail, return receipt requested, to Anthropic's principal place of business within California, notifying Anthropic of the alleged violations of Civil Code § 1770(a) and demanding that they correct, repair, replace, or otherwise rectify the goods or services alleged to be in violation of § 1770. Plaintiff Smith provided similar written notification on August 3, 2026.

148. Anthropic received Plaintiff Kahn's letter on June 16, 2026.

149. Anthropic did not offer any correction, repair, replacement, or remedy in response or agree to give a correction within a reasonable time, within 30 days after receipt of either notice. To date, Anthropic has not offered an appropriate correction, repair, replacement, or remedy.

150. Plaintiffs are entitled to an award of attorneys' fees and costs pursuant to Cal. Civil Code § 1780(a)(4).

151. Accordingly, Plaintiffs seek actual damages, punitive damages, equitable relief, including injunctive relief to enjoin Anthropic's practices, as well as an award of attorneys' fees and costs pursuant to Cal. Civil Code § 1780, subdivisions (a) and (e).

WHEREFORE, Plaintiffs pray for relief as set forth herein and below.

SECOND CAUSE OF ACTION

(Violations of the False Advertising Law, Cal. Bus. & Prof. Code, § 17500, *et seq.*)

152. Plaintiffs reallege and incorporate herein by reference the allegations in each and every paragraph above.

153. The False Advertising Law, Cal. Bus. & Prof. Code, § 17500, *et seq*., makes it "unlawful for any person, firm, corporation, or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services . . . or to induce the public to enter into any obligation relating thereto, to make or disseminate . . . before the public in this state . . . in any newspaper or other publication . . . or in any other manner or means whatever . . . any statement, concerning that real or personal property or those services . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading . . . " Cal. Bus. & Prof. Code § 17500.

154. Anthropic disseminated claims over the internet from California to consumers nationwide to induce purchases and renewals, including that its paid individual subscription plans offer more usage. Specifically, Anthropic advertised that:

a. The Max 5x subscription plan provides consumers with five times more usage per month (or in the alternative, per week) than the Pro subscription plan provides;

b. The Max 20x subscription plan provides consumers with twenty times more usage per month (or in the alternative, per week) than the Pro subscription plan provides; and

c. The Max 20x subscription plan provides a 50% savings, relative to the Max 5x plan, for usage.

d. Paid subscribers would receive priority access and materially fewer interruptions.

155. Anthropic knew or by the exercise of reasonable care should have known the claims to be untrue or misleading because Anthropic created the plans, set and adjusted the limits, tracked usage, authored the support materials, and possessed the data necessary to compare the tiers and disclose capacity-dependent restrictions. Therefore, it knew or with the exercise of reasonable care should have known that:

a. Anthropic does not deliver five times the usage of Pro with its Max 5x plan per month or per week;

b. Anthropic does not deliver twenty times the usage of Pro with its Max 20x plan per month or per week;

c. Anthropic does not provide usage under the Max 20x plan at a price that reflects a 50% savings from the Max 5x plan;

d. Anthropic's own limited and difficult to find statements exposed the falsity of its promises,

e. Anthropic failed to disclose or disclose adequately the material limitations that contradicted the advertisements' net impression; and

f. Anthropic does not reliably deliver the quantities and benefits conveyed.

156. Anthropic's untrue and misleading statements therefore constitute violations of the False Advertising Law, Cal. Bus. & Prof. Code § 17500.

157. Plaintiffs seek, on behalf of themselves and the Class, to enjoin Anthropic's false, misleading, and deceptive statements pertaining to unsubstantiated numerical usage or premium benefit claims and requiring clear disclosure of the operative units, caps, and conditions. Cal. Bus. & Prof. Code § 17535.

158. Plaintiffs therefore seek, on behalf of themselves and the Class, appropriate and reasonable ancillary equitable relief, including restitution of money acquired through the false advertising. Cal. Bus. & Prof. Code § 17535.

159. In addition, pursuant to Cal. Code of Civil Procedure § 1021.5, Plaintiffs seek recovery of attorneys' fees and costs incurred in the filing and prosecution of this action.

WHEREFORE, Plaintiffs pray for relief as set forth herein and below.

THIRD CAUSE OF ACTION

(Negligent Misrepresentation)

160. Plaintiffs reallege and incorporate herein by reference the allegations in each and every paragraph above.

161. Under California's Civil Code, "[o]ne who willfully deceives another with intent to induce him to alter his position to his injury or risk, is liable for any damage which he thereby suffers." Cal. Civil Code § 1709.

162. Deceit includes "the assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing it to be true." Cal. Civil Code § 1710(2).

163. Deceit also includes "[t]he suppression of a fact, by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact." Cal. Civil Code § 1710(3).

164. Anthropic asserted:

a. The Max 5x subscription plan provides consumers with five times more usage than the Pro subscription plan provides;

b. The Max 20x subscription plan provides consumers with twenty times more usage than the Pro subscription plan provides; and

c. The Max 20x subscription plan provides a 50% savings, relative to the Max 5x plan, for usage.

165. Anthropic did not have reasonable grounds for believing these claims to be true. In fact, Anthropic's own limited and difficult to find statements exposed the falsity of its promises.

166. Anthropic failed to disclose or disclose adequately material facts to correct its misleading claims.

167. Anthropic's deceptive claims about the usage amount and cost savings of the Max 5x and 20x plans were made with the intent to induce Plaintiffs and Class Members to rely upon them, as they were a core feature of Anthropic's marketing and promotion of the plans.

168. Plaintiffs and Class Members justifiably relied on Anthropic's assertions of fact. Due to massive information asymmetries, consumers cannot reasonably verify Anthropic's claims, and therefore must rely on what Anthropic represents about usage availability and savings with each subscription.

169. Plaintiffs and the Class Members have suffered and continue to suffer damages as a direct result of relying on Anthropic's negligent misrepresentations.

170. Pursuant to Cal. Civil Code § 1709, Plaintiffs seek an award of all actual damages sustained by Plaintiffs and the Class Members as a result of Anthropic's negligent misrepresentations.

171. In addition, pursuant to Cal. Code of Civil Procedure § 1021.5, Plaintiffs seek recovery of attorneys' fees, costs, and expenses incurred in the filing and prosecution of this action.

WHEREFORE, Plaintiffs pray for relief as set forth herein and below.

FOURTH CAUSE OF ACTION

(Breach of Contract)

172. Plaintiffs reallege and incorporate herein by reference the allegations in each and every paragraph above.

173. Plaintiffs and Class Members have valid contracts with Anthropic for the acquisition of Claude via monthly subscriptions to the Max 5x and 20x plans.

174. Plaintiffs and Class Members have complied with the terms of the contract by paying $100 or $200 per month in exchange for access to Claude via the Max 5x and Max 20x plans.

175. Anthropic has breached its contracts with consumers by failing to provide Max

subscribers with five and twenty times more usage than it provides to its Pro subscribers per month (or per week, in the alternative), as advertised.

176. Plaintiffs and Class Members have suffered damages as a direct and proximate cause of Defendant's breach by overpaying for Max 5x and Max 20x, and Anthropic is liable for all the detriment proximately caused by the breach, or which, in the ordinary course of things, would be likely to result therefrom. Cal. Civil Code § 3300.

WHEREFORE, Plaintiffs pray for relief as set forth herein and below.

FIFTH CAUSE OF ACTION

(Violations of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*)

177. Plaintiffs reallege and incorporate herein by reference the allegations in each and every paragraph above.

178. California Business and Professions Code § 17200, *et seq.*, often referred to as the "Unfair Competition Law," ("UCL") defines unfair competition to include any "unlawful, unfair, or fraudulent business act or practice." The UCL provides that a Court may order injunctive relief and restitution to affected individuals as remedies for any violations of the UCL.

179. Beginning on an exact date unknown to Plaintiffs, but at all times relevant herein, Anthropic has committed acts of unfair competition proscribed by the UCL, in connection with its marketing, advertising, offering, and provision of the Max subscription plans.

180. The business acts and practices of Anthropic as hereinabove alleged constitute <u>unlawful</u> business practices in that, for the reasons set forth above, they violate California Civil Code sections 1572, 1709, 1711, 1770(a)(5), (9), (10), (16), and California Business & Professions Code section 17500.

181. Anthropic's business acts and practices, as hereinabove alleged, constitute <u>unfair</u> business practices in that said acts and practices offend public policy and are substantially injurious to consumers, because Anthropic induces consumers into paying for Max plans with deceptive usage claims. There is no societal benefit from such false and misleading representations and omissions, only harm. While Plaintiffs and other Class Members were harmed by the conduct, Anthropic was unjustly enriched. As a result, Anthropic's conduct is

"unfair" as it has offended an established public policy. Further, Anthropic engaged in immoral, unethical, oppressive, and unscrupulous activities that are substantially injurious to consumers.

182. Anthropic's business acts and practices, as hereinabove alleged, constitute fraudulent business practices in that said acts and practices are likely to deceive consumers (including by omission of material facts) as to the nature and true cost of the Max subscription plans, and by use of such deception, may preclude such individuals from exercising legal rights to which they are entitled.

183. Anthropic's actions, claims, omissions, and misleading statements, as more fully set forth above, were material in that a reasonable consumer would have considered them to be important in deciding whether to purchase an Anthropic subscription or pay a lesser price. Had Plaintiff and other Class Members known that Anthropic subscription plans do not provide the usage advertised, they would not have purchased plans or would have paid less for the subscription.

184. Anthropic's unlawful and unfair business acts and practices described herein present a continuing threat to Plaintiffs and the general public in that Anthropic is currently engaging in such acts and practices, and will persist and continue to do so unless and until an injunction is issued by this Court.

185. As a direct and proximate result of the acts and practices described herein, Anthropic has received and collected substantial monies or property from Plaintiffs and the Class, including, but not limited to, unlawful subscription payments that were obtained in a deceptive manner. Plaintiffs and Class Members have suffered injury in fact, have been deprived of the benefit of their bargain, and have lost money or property as a result of Anthropic's unlawful, unfair, and fraudulent acts and practices challenged herein.

WHEREFORE, Plaintiffs pray for relief as set forth herein and below.

SIXTH CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

186. Plaintiffs reallege and incorporate herein by reference the allegations in each and every paragraph above.

187. Plaintiffs and Class Members entered standardized subscription agreements with Anthropic and performed by paying recurring subscription and additional-usage charges.

188. The agreements conferred discretion on Anthropic concerning capacity management, plan limits, model access, feature availability, and product changes. That discretion directly affected the benefits Plaintiffs and Class Members reasonably expected to receive.

189. The implied covenant required Anthropic to exercise its discretion in good faith and not to frustrate the agreements' purpose or deprive subscribers of the benefits for which they paid.

190. Anthropic breached the implied covenant by, among other things, reducing or accelerating depletion of usage based on undisclosed capacity conditions; changing limits during billing cycles without adequate notice; testing materially different limits on paying subscribers; and migrating premium features to lower-priced or free tiers without preserving or compensating the relative value of paid subscriptions.

191. Those practices were inconsistent with the objectively reasonable expectations created by Anthropic's quantified usage and premium-access representations and deprived subscribers of the fruits of their agreements.

192. Plaintiffs and Class Members were damaged in an amount to be proven, including overpayments, price-premium damages, additional usage charges, and the difference between the subscription value reasonably expected and the value delivered.

193. Plaintiffs have no adequate remedy at law and pursuant to California Business and Professions Code § 17203, Plaintiffs seek an order enjoining Anthropic from engaging in such acts and practices as hereinabove alleged as directed at the general public, and an order providing appropriate restitution to Plaintiffs and Class Members.

194. In addition, pursuant to Cal. Code of Civil Procedure § 1021.5, Plaintiffs seek recovery of attorneys' fees and costs incurred in the filing and prosecution of this action. Plaintiffs are entitled to such fees and costs under § 1021.5 because:

a. A successful outcome in this action will result in the enforcement of important rights affecting the public interest by protecting the general public from unfair, unlawful, and deceptive practices in the offering and marketing of subscription plans, especially in the AI consumer goods and services marketplace.

b. This action will result in a significant public benefit by causing the disgorgement of revenues improperly collected and retained by Defendant, together with interest on that money and through the issuance of an injunction against unlawful and deceptive sales practices.

c. Unless this complaint is prosecuted, Defendant's activities will go unremedied and will continue, and consumers will not recover money properly belonging to them.

WHEREFORE, Plaintiffs pray for relief as set forth herein and below.

PRAYER FOR RELIEF

On behalf of the Class, Plaintiffs request relief against Anthropic as set forth below:

a. That the Court enter an order certifying the proposed Class pursuant to Federal Rule of Civil Procedure 23;

b. That the Court enter an order appointing Plaintiffs as representatives of the Class;

c. That the Court enter an order appointing Plaintiffs' counsel as lead counsel for the Class;

d. That the Court enter judgment against Anthropic and in favor of Plaintiffs and the Class on all counts;

e. That the Court find and declare that Anthropic's acts and practices, as challenged herein, are unlawful, unfair, and fraudulent;

f. That Anthropic be required to bear the cost of notice to the absent Class Members, as well as the administration of any common fund;

g. That actual damages, punitive damages, and/or restitution or disgorgement be awarded to each Class Member according to proof;

h. That the Court award injunctive and declaratory relief as pled or as the Court may deem proper;

i. That the Court award interest as allowable by law;

j. That the Court award reasonable attorneys' fees as provided by applicable law, including under the CLRA and/or Cal. Code of Civil Procedure § 1021.5;

k. That the Court award all costs of suit; and

l. That the Court award such other and further relief as the Court deems just and proper.

Dated: September 8, 2026

Respectfully submitted,

/s/ *Monica Vaca*

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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury of each and every cause of action so triable.

Dated: September 8, 2026

Respectfully submitted,

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ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1

I, Monica Vaca, am the ECF User whose ID and password are being used to file the foregoing. In compliance with Civil Local Rule 5-1(i)(3), I hereby attest that each of the signatories have concurred in this filing, and I shall maintain records to support this concurrence for subsequent production for the Court if so ordered or for inspection upon request by a party.

Dated: September 8, 2026 By: *<u>/s/ Monica Vaca</u>*