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

ISABELO PASCUAL, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ANTHROPIC, PBC

Defendant.

Case No.

CLASS ACTION COMPLAINT

- 1. VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAW**
- 2. VIOLATION OF CALIFORNIA'S
FALSE ADVERTISING LAW**
- 3. VIOLATION OF CALIFORNIA'S
CONSUMERS LEGAL REMEDIES
ACT**
- 4. BREACH OF CONTRACT**
- 5. BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING**
- 6. QUASI-CONTRACT AND
RESTITUTION BASED ON UNJUST
ENRICHMENT**

DEMAND FOR JURY TRIAL

1 Plaintiff Isabelo Pascual brings this action individually and on behalf of all others similarly
2 situated against Defendant Anthropic, PBC (“Anthropic” or “Defendant”). The allegations
3 contained herein are based on Plaintiff’s personal knowledge as to himself and his own actions, on
4 counsel’s investigation, and on information and belief as to all other matters.
5

6 **NATURE OF THE ACTION**

7
8 1. This is a consumer class action arising from Anthropic’s retention of subscription fees while
9 its own backend changes and production defects materially reduced subscribers’ practical access to
10 its flagship product: Claude. Anthropic’s own admitted failures caused users’ paid usage limits to
11 deplete more quickly, and diminished the value of the services subscribers purchased.

12 2. Anthropic develops and operates Claude, an artificial-intelligence platform offered through
13 free and paid subscription tiers. Individual subscribers pay approximately \$20 per month for Claude
14 Pro, \$100 per month for Max 5x, or \$200 per month for Max 20x. Those plans are subscription
15 packages that provide access to multiple Claude products within each tier.

16 3. The most familiar product is regular Claude: the web, desktop, and mobile chat experience
17 through which subscribers type prompts, upload documents, request research or analysis, draft or
18 edit text, and ask Claude to perform other general tasks. This experience is analogous to an ordinary
19 paid generative-AI chat subscription.

20 4. Paid Pro and Max plans also include access to Claude Code, a distinct, specialized “agentic”
21 coding tool. Claude Code can read a software codebase, edit project files, run commands, debug
22 problems, and integrate with development tools. A person can purchase Pro or Max and use only
23 regular Claude, only Claude Code, or both.

24 5. The challenged conduct affected two overlapping groups of paid subscribers. First,
25 Anthropic announced a March 2026 peak-hour change under which Pro and Max subscribers would
26 move through five-hour session limits faster than before. That theory concerns paid subscribers who
27 used regular Claude, Claude Code, or both. Second, Anthropic later admitted that separate March-
28 April 2026 backend changes specifically degraded the Claude Code tool and related products,

1 causing lower intelligence, lost context, repeated work, cache misses, and faster-than-expected
2 usage depletion.

3 6. For paid accounts, activity across regular Claude, Claude Code, and other Claude product
4 surfaces counted against shared plan limits. Anthropic nevertheless controlled the nonpublic
5 systems that measured, allocated, and depleted that shared usage. Although subscribers could see
6 their remaining usage percentage decline, they could not determine whether it reflected legitimate
7 requests, productive work, a peak-hour capacity policy, hidden processing, or a backend defect.

8 7. This action challenges whether Anthropic may materially impair the practical service
9 delivered during a paid subscription period, fail to adequately disclose and account for that
10 impairment, and retain the full subscription price without compensation proportionate to the loss.

11 8. Plaintiff and Class Members paid more for their subscriptions than the diminished services
12 were worth. Regular Claude users were allegedly deprived of paid access when Anthropic
13 accelerated session-limit depletion during peak hours. Claude Code users were exposed to that same
14 capacity reduction and, in addition, to product-specific defects that wasted usage and impaired
15 coding workflows.

16 9. Thus, Plaintiff brings this action on behalf of affected Claude subscribers to recover the
17 economic value Anthropic retained while delivering materially diminished paid access and to obtain
18 appropriate declaratory and injunctive relief.

19 **JURISDICTION AND VENUE**

20 **A. Jurisdiction**

21 10. This Court has subject-matter jurisdiction over this action pursuant to the Class Action
22 Fairness Act, 28 U.S.C. § 1332(d)(2), because the proposed Class includes more than 100 members,
23 the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and at least
24 one Class Member is a citizen of a state different from Defendant.

25 11. This Court has personal jurisdiction over Anthropic because Anthropic maintains its
26 headquarters and principal place of business in this District, conducts substantial business in this
27 District, and directed the conduct alleged herein from this District.

28 12. Upon information and belief, Anthropic developed, marketed, priced, operated, and

1 administered the Claude subscription services challenged in this action from its headquarters and
2 other facilities located within this District.

3 13. Anthropic has purposefully availed itself of the privilege of conducting business within this
4 District and has derived substantial revenue from the sale of Claude subscriptions to consumers in
5 this District and throughout the United States.

6 14. Anthropic's Consumer Terms also provide that disputes relating to its services are subject
7 to the jurisdiction of the state and federal courts located in San Francisco, California.

8 **B. Venue**

9 15. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because Anthropic resides
10 in this District.

11 16. Venue is further proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the
12 events and omissions giving rise to Plaintiff's claims occurred in this District.

13 17. Anthropic conducts substantial and continuous business in this District and regularly
14 engages in interstate commerce from this District.

15 18. Venue is also proper pursuant to 28 U.S.C. § 1391(c)(2) because Anthropic is subject to
16 personal jurisdiction in this District.

17 **DIVISIONAL ASSIGNMENT**

18 19. Assignment to the San Francisco Division is proper under Civil Local Rule 3-2 because
19 Anthropic's principal place of business is in San Francisco County and the challenged product,
20 marketing, capacity, and refund decisions emanated from that county.

21 **PARTIES**

22 20. Plaintiff Isabelo Pascual is a natural person and citizen of California, residing in Los
23 Angeles. In 2025, Plaintiff purchased a Claude Pro subscription directly from Anthropic for \$20 per
24 month. Plaintiff used both regular Claude and Claude Code during all or part of the period from
25 March 4 through May 6, 2026.

26 21. Defendant Anthropic, PBC is a Delaware public benefit corporation with its principal place
27 of business at 500 Howard Street, San Francisco, California 94105. Anthropic develops, owns,
28 markets, sells, and operates Claude, its artificial-intelligence platform.

FACTUAL ALLEGATIONS

A. Anthropic Sells Paid Claude Plans as Distinct Tiers of Practical Access

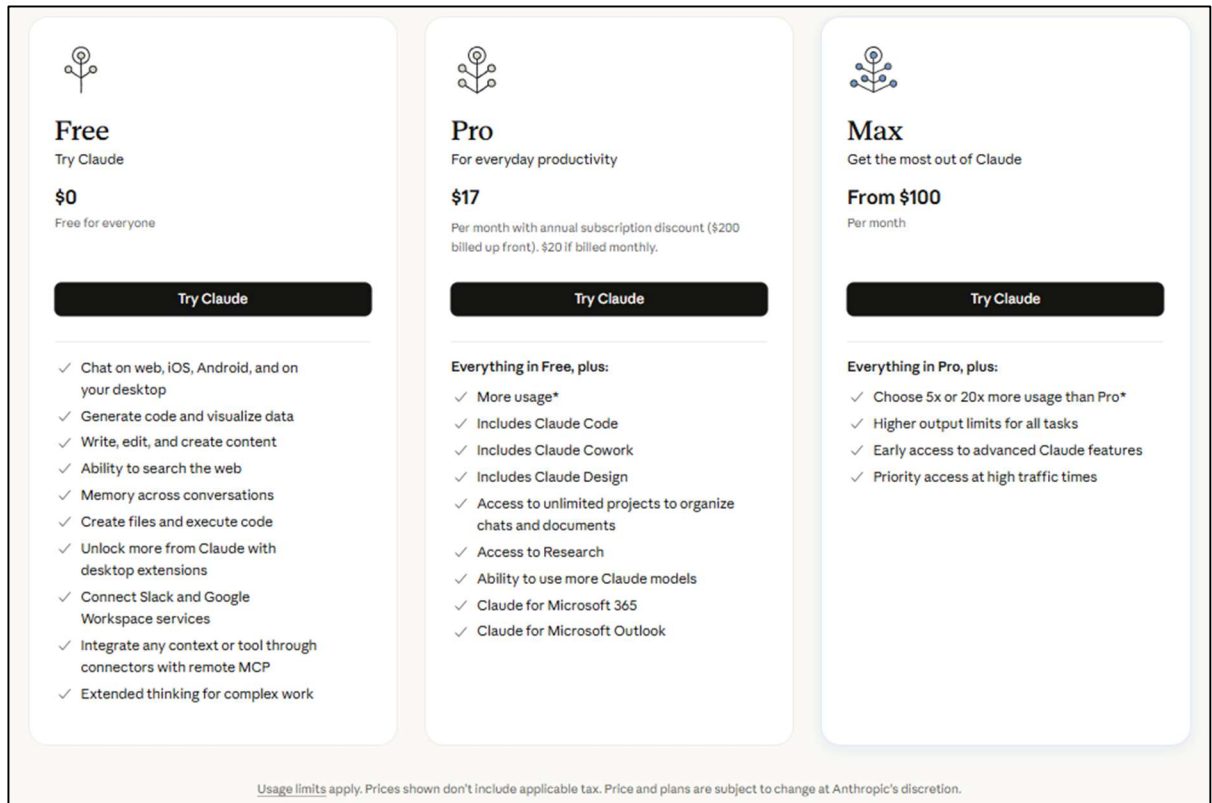
22. Anthropic launched Claude in 2023 and sells access through free, individual, team, enterprise, and usage-based offerings. The individual paid plans relevant here are Pro, Max 5x, and Max 20x.

23. The Pro plan costs approximately \$20 per month. Anthropic describes Pro as offering more usage than the free plan and priority access during periods of high demand.¹

24. The Max plan costs \$100 or \$200 per month. Anthropic highlights more usage, higher output limits, and priority access, and markets Max 5x and Max 20x as providing five or twenty times the usage of Pro per session. Anthropic also promotes Max as enabling subscribers to avoid interruptions and remain in productive workflows.²

¹ What is the Pro plan?, Claude Help Center, <https://support.claude.com/en/articles/8325606-what-is-the-pro-plan> (last updated June 10, 2026).

² What is the Max plan?, Claude Help Center, <https://support.claude.com/en/articles/11049741-what-is-the-max-plan> (last updated July 14, 2026); Overview, Claude Code Docs, <https://docs.anthropic.com/en/docs/claude-code/overview>; Use Claude Code with Your Pro or Max Plan, Claude Help Center, <https://support.claude.com/en/articles/11145838-use-claude-code-with-your-pro-or-max-plan>.



Anthropic's public-facing individual-plan comparison.

25. The pricing interface places these representations at the center of the subscription decision. It tells prospective subscribers that Max includes everything in Pro plus increased usage, higher limits, early access, and priority access, and directs consumers to choose five or twenty times more usage than Pro. The only generalized qualification below the plan cards states that usage limits apply and that prices and plans may change at Anthropic's discretion.

26. Anthropic's Consumer Terms confirm that the content, features, and services included in a subscription are described in the order process. Thus, the purchase flow and plan descriptions define what the paid subscription is supposed to provide.³

B. Paid Subscribers Can Use Regular Claude, Claude Code, or Both

27. Regular Claude is the general-purpose chat experience available through Claude's website and consumer applications. A subscriber interacts with regular Claude by entering prompts or uploading materials and asking Claude to answer questions, conduct research, analyze information,

³ Anthropic, *Consumer Terms of Service* § 6.1 (effective Oct. 8, 2025), <https://www.anthropic.com/legal/consumer-terms> ("The content, features, and other services provided as part of your Subscription, and the duration of your Subscription, will be described in the order process.").

1 draft or edit content, summarize documents, or perform other conversational tasks.

2 28. Claude Code is a separate product surface designed for “agentic coding tool” work.
3 Anthropic describes Claude Code as a tool that can read a user’s codebase, edit files, run commands,
4 and integrate with development tools.⁴ Subscribers may access it through a terminal, desktop
5 application, or browser-based interface. Claude Code is included as a benefit of paid Pro and Max
6 plans.⁵

7 29. This action addresses two overlapping forms of diminished subscription value. Subscribers
8 who used regular Claude, Claude Code, or both were subject to Anthropic’s shared usage-allocation
9 system and the alleged conduct here, including peak-hour reduction. The subset who used Claude
10 Code was also exposed to the separate March-April 2026 coding-specific defects described below.

11 **C. Anthropic Uses Shared, Opaque Limits Across Regular Claude and Claude Code**

12 30. Claude usage is not measured by a simple, fixed number of prompts. Anthropic describes a
13 subscriber’s usage limit as a “conversation budget” that governs how many messages a user may
14 send or how long a user may work with Claude Code before the limit resets.⁶ Usage varies with the
15 selected model, message and attachment length, conversation history, feature use, and other factors
16 controlled by Anthropic.⁷

17 31. For paid subscribers, activity across regular Claude, Claude Code, and Claude Desktop
18 counted against the same account-level usage limits. Thus, a subscriber who used both regular
19 Claude and Claude Code did not receive separate allowances for each product. Usage consumed in
20 one surface reduced the capacity remaining for the other.

22 ⁴ Anthropic, *How Claude Code Works*, Claude Code Docs, <https://code.claude.com/docs/en/how-claude-code-works> (last visited July 15, 2026)

23 ⁵ Anthropic, *Use Claude Code with Your Pro or Max Plan*, Claude Help Center (June 11, 2026),
24 <https://support.claude.com/en/articles/11145838-use-claude-code-with-your-pro-or-max-plan>

25 ⁶ Anthropic, *How Do Usage and Length Limits Work?*, Claude Help Center,
26 <https://support.claude.com/en/articles/11647753-how-do-usage-and-length-limits-work> (last
27 visited July 15, 2026) (“Think of this as your ‘conversation budget’ that determines how many
28 messages you can send to Claude, or how long you can work with Claude Code, before needing to
wait for your limit to reset.”).

⁷ Anthropic, *Usage Limit Best Practices*, Claude Help Center,
<https://support.claude.com/en/articles/9797557-usage-limit-best-practices> (last visited July 15, 2026).

1 32. Anthropic imposes five-hour session limits and weekly limits. The usage displayed to
2 subscribers is a percentage of those limits and the time remaining until reset. The dashboard does
3 not provide the underlying token-level or event-level information necessary to determine how much
4 included usage was consumed by visible prompts, hidden reasoning, system instructions, context
5 reprocessing, cache misses, tool calls, or other internal operations.

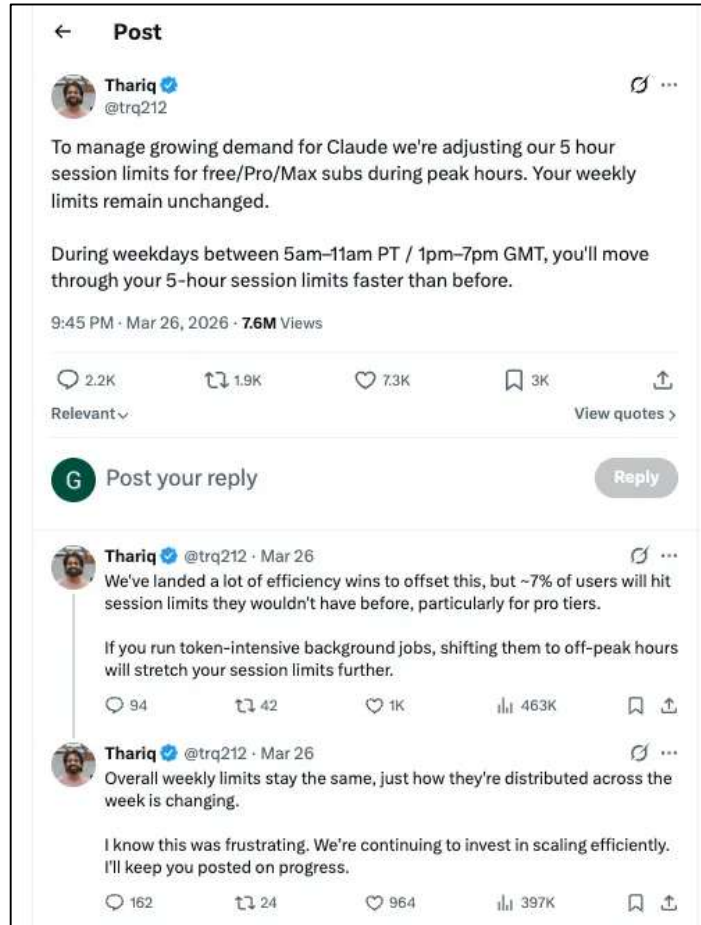
6 33. Anthropic alone selects the model defaults, system prompts, caching rules, context-
7 management procedures, routing, and capacity-allocation policies that affect how quickly a
8 subscriber consumes their allotted usage allowance and how useful the resulting output is.
9 Subscribers cannot inspect those systems before purchase or independently verify them during use
10 of Claude.

11 34. Therefore, even if a subscriber sees the usage meter decline, they do not know whether the
12 reduction reflects productive work, a changed policy, or a defect that caused Claude to repeat or
13 reprocess work. Anthropic possesses the records needed to identify the cause, affected accounts,
14 and amount of usage consumed.

15 **D. Anthropic Reduced Peak-Hour Session Capacity for Pro and Max Subscribers**

16 35. On March 26, 2026, Anthropic engineer Thariq Shihpar publicly announced that Anthropic
17 was adjusting five-hour session limits for Free, Pro, and Max subscribers during weekday peak
18 hours. The statement described that subscribers would move through those session limits faster than
19 before even though nominal weekly limits would remain unchanged.⁸
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⁸ Thariq Shihpar (@trq212), X post (Mar. 26, 2026), <https://x.com/trq212/status/2037254607001559305>.



March 26, 2026 public statement concerning peak-hour session limits.

36. Anthropic further acknowledged that approximately seven percent of users—particularly Pro subscribers—would hit session limits they would not have hit before the change. It advised users to move token-intensive work to off-peak hours to extend the practical duration of their paid sessions.

37. Although Anthropic announced the policy via X.com, it did not provide its own paying subscribers with an individualized explanation of how the change would affect their accounts or the value of an overlapping subscription period.

38. Anthropic’s March 26 announcement was directed to Free, Pro, and Max “subscribers.” Because paid-plan usage was shared across regular Claude and Claude Code, the reduction diminished the practical capacity available to paid subscribers through whichever product surface they used.

39. The change therefore reduced when and how paid subscribers could use their plans. A nominal weekly allowance is not equivalent to uninterrupted practical access if Anthropic

1 accelerates depletion during the hours when subscribers need the service.

2 40. Anthropic continued collecting the same subscription prices during this period. As of the
3 filing of this complaint, Anthropic has also not provided any automatic pro rata credit to subscribers
4 who were subjected to the peak-hour reduction.

5 **E. March-April 2026 Defects Specifically Degraded Claude Code**

6 41. On April 23, 2026, Anthropic published an engineering “postmortem” identifying three
7 separate changes that had affected Claude Code, Claude Cowork, and the Claude Agent SDK during
8 the preceding weeks.⁹ These three admitted defects affected Claude Code, Claude Cowork, and the
9 Claude Agent SDK.

10 42. First, on March 4, Anthropic changed Claude Code’s default reasoning effort from high to
11 medium. Anthropic provided some users an in-product notice that the default had changed, but did
12 not disclose that the change reduced intelligence, the extent of the resulting degradation, or its effect
13 on the value of paid access. Anthropic later admitted that the change was the wrong tradeoff and
14 reversed the default on April 7.¹⁰

15 43. Second, on March 26, Anthropic deployed a caching and context-management change
16 intended to reduce the cost and latency of resuming inactive sessions. A “bug” caused Claude to
17 discard prior reasoning on every subsequent turn after a session crossed the idle threshold, rather
18 than only once. Anthropic further explained that the defect compounded over time. Claude
19 continued working without the reasoning history that explained its earlier decisions, causing
20 forgetfulness, repetition, and unusual tool choices. The same defect also caused repeated cache
21 misses, which Anthropic identified as the likely cause of reports that usage limits were draining
22 faster than expected. Anthropic stated that it fixed the bug on April 10.¹¹

23 44. Third, on April 16, Anthropic introduced a system-prompt instruction intended to reduce
24 verbosity (how long or wordy Claude’s responses are) but Anthropic later determined that the
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26 ⁹ Anthropic, *An Update on Recent Claude Code Quality Reports*, (Apr. 23, 2026),
27 <https://www.anthropic.com/engineering/april-23-postmortem>

28 ¹⁰ Id. at § “A Change to Claude Code’s Default Reasoning Effort”

¹¹ Id.

1 instruction impaired coding quality. Anthropic states that reverted that change on April 20.¹²

2 45. These changes affected the core functions for which Claude Code subscribers paid. The
3 peak-hour reduction shortened the practical duration of paid sessions, while the caching and context-
4 management defect caused usage limits to drain faster than expected.

5 46. The same defect also caused Claude Code to lose track of prior work, repeat tasks, and make
6 unusual tool choices.

7 47. The reasoning-default and system-prompt changes separately reduced Claude Code's
8 intelligence and coding quality. Together, these events show that Anthropic's backend decisions
9 materially reduced both the quality of the service and the efficient use of subscribers' paid capacity.

10 **F. Anthropic's Purported Remedial Efforts Did Not Compensate Subscribers for the**
11 **Lost Paid Period**

12 48. Anthropic concluded its April 23 postmortem by acknowledging that the degraded service
13 was "not the experience users should expect from Claude Code" and announcing that it was resetting
14 usage limits for all subscribers. The reset was a blanket operational measure rather than an
15 individualized remedy.

16 49. Anthropic also did not provide subscribers with an account-level accounting of the usage
17 consumed because Claude repeatedly discarded prior reasoning, reprocessed information, or
18 incurred cache misses. As a result, subscribers could not determine whether the reset restored the
19 usage they had lost.

20 50. Perhaps most importantly, Anthropic did not refund or credit the portion of their subscription
21 fees attributable to the weeks of degraded service already received. It instead, retained the full
22 subscription revenue for those periods.

23 51. On May 6, 2026, Anthropic announced that increased compute capacity allowed it to double
24 Claude Code's five-hour usage limits for paid subscribers and remove the peak-hour reduction
25 previously applied to Claude Code use by Pro and Max subscribers.¹³

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27 ¹² Id.

28 ¹³ Anthropic, *Higher Usage Limits for Claude and a Compute Deal with SpaceX*, Anthropic (May 6, 2026),
<https://www.anthropic.com/news/higher-limits-spacex>

1 52. The announcement confirms that backend capacity decisions materially determined the
2 amount and timing of access delivered to subscribers.

3 53. The May 6 increase was prospective. It did not compensate subscribers for reduced peak-
4 hour access from March 26 through May 6 or for the quality and usage-drain defects that operated
5 during March and April.

6 **G. Plaintiff's Experience**

7 54. Plaintiff Isabelo Pascual purchased the subscription directly from Anthropic, subscribed to
8 the Pro plan in 2025, and paid \$20 per month. Before subscribing, Plaintiff reviewed Anthropic's
9 plan description, which represented that the Pro plan would provide at least five times the usage per
10 session available through Anthropic's free service, priority access during high-traffic periods, and
11 access to Claude Code. Plaintiff understood that the paid plan would provide materially greater and
12 more reliable usage during the subscription period.

13 55. During the Class Period, Plaintiff used both regular Claude and Claude Code for personal
14 and professional purposes.

15 56. When using regular Claude, Plaintiff accessed it through Anthropic's website, the desktop
16 application, and the iPhone application, submitted prompts and relied on the shared usage included
17 with the paid plan.

18 57. Before the challenged changes, Plaintiff's regular-Claude sessions were generally
19 consistent. Relatively simple tasks that did not require substantial usage ordinarily did not
20 unexpectedly exhaust his five-hour session limit.

21 58. Plaintiff used Claude Code between March 4 and May 6, 2026, through the Claude desktop
22 application and browser page. Plaintiff used Claude Code to access codebases, edit files, run
23 commands, and assist with software projects.

24 59. In February 2026 and earlier, before the challenged changes, Plaintiff's Claude Code
25 sessions were generally consistent, and ordinary tasks did not unexpectedly exhaust his five-hour
26 session limit.

27 60. During the affected period, Plaintiff experienced materially faster limit depletion,
28 unexpectedly early exhaustion of his five-hour session limit, lower-quality work, and interruptions

1 to his Claude and Claude Code sessions. Tasks that previously consumed relatively little usage
 2 began exhausting his session limit. On certain occasions, Anthropic continued to report that
 3 Plaintiff's session was full even after he purchased additional usage and even though more than ten
 4 hours had passed since the limit was reached.

5 61. Because of the reduced and degraded service, Plaintiff was required to stop working, wait
 6 for his limits to reset, and purchase additional usage after exhausting the usage included with his
 7 Pro subscription. At various times during his subscription, Plaintiff paid additional usage charges.
 8 Even after purchasing additional usage, Plaintiff sometimes remained unable to continue working
 9 because Anthropic continued to report that his session was full.

10 62. Anthropic retained Plaintiff's subscription fees and additional usage payments for the
 11 affected billing periods. Plaintiff did not receive the full practical value of the paid plan and overpaid
 12 by at least the difference between the value represented and the diminished value delivered.

13 63. Had Anthropic adequately and timely disclosed that Plaintiff's usage could be depleted
 14 materially faster than expected, that the quality of the service could be degraded, and that Plaintiff
 15 could remain unable to use the service even after purchasing additional usage, Plaintiff would not
 16 have subscribed or renewed on the same terms, would have paid less, or would have canceled and
 17 selected another service.

18 **CLASS ACTION ALLEGATIONS**

19 64. **Class Definitions.** Pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2), and
 20 23(b)(3), Plaintiff brings this action on behalf of himself and all other similarly situated persons
 21 defined as follows:

22 **Nationwide Class:**

23 All persons in the United States who purchased a Claude Pro, Max 5x, or Max 20x
 24 subscription directly from Anthropic and used that subscription during the Class
 25 Period.

26 **California Subclass:**

27 All persons in California who purchased a Claude Pro, Max 5x, or Max 20x
 28 subscription directly from Anthropic and used that subscription during the Class
 Period.

1 65. The “Class Period” is the period beginning March 4, 2026, when the backend defects and
2 service degradations alleged herein began affecting Claude subscribers, and ending May 6, 2026,
3 when Anthropic announced that it had eliminated the peak-hour reduction in subscriber usage limits,
4 or such other period as may be established through discovery.

5 66. Plaintiff expressly reserves the right to modify or refine the Class and Subclass definitions,
6 including adding subclasses as necessary, and Class Period based on information obtained through
7 discovery and prior to filing a motion for class certification.

8 67. Excluded from the Class and Subclass are Anthropic; any parent, subsidiary, affiliate, or
9 entity in which Anthropic has a controlling interest; Anthropic’s officers, directors, and employees;
10 Anthropic’s legal representatives, heirs, successors, and assigns; counsel for the parties in this action
11 and their employees; any judge assigned to this action and members of the judge’s immediate family
12 and staff; and any person who timely and validly requests exclusion from the Class.

13 68. **Numerosity and Ascertainability.** The members of the Nationwide Class and California
14 Subclass are so numerous that their individual joinder would be impracticable. Although the precise
15 number of Class Members is presently within Anthropic’s exclusive knowledge, Plaintiff anticipates
16 the number to be in hundreds of thousands or millions. Class membership is ascertainable through
17 Anthropic’s subscriber-account, billing, plan, renewal, product-surface activity, session, usage,
18 caching, incident, and remediation records, including records identifying accounts subject to the
19 peak-hour reduction and accounts that used Claude Code during the admitted defects.

20 69. **Typicality.** Plaintiff’s claims are typical of those of the Nationwide Class and California
21 Subclass. Like other Class Members, Plaintiff purchased a paid Claude subscription directly from
22 Anthropic, used Claude during the Class Period, and was subject to the same standardized terms,
23 plan representations, shared usage-allocation systems, disclosures, and alleged omissions. Plaintiff
24 experienced diminished access, accelerated usage depletion, degraded Claude performance, or
25 another reduction in subscription value arising from one or more of the challenged practices.
26 Plaintiff’s claims therefore arise from the same course of conduct and legal theories as the claims
27 of the overlapping groups within the Classes.

28 70. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the Class

1 and Subclass. Plaintiff's interests coincide with, and are not antagonistic to, the interests of other
 2 Class Members. Plaintiff has retained counsel experienced in complex consumer-protection and
 3 class-action litigation, and Plaintiff and his counsel are committed to vigorously prosecuting this
 4 action on behalf of the Class and Subclass.

5 **71. Common Questions of Law and Fact Predominate.** Questions of law and fact common to
 6 the Class and Subclass predominate over any questions affecting only individual Class Members
 7 because Anthropic engaged in a standardized course of conduct affecting subscribers through
 8 common subscription terms, representations, backend systems, usage policies, and corrective
 9 measures. Common questions include:

- 10 a. Whether Anthropic represented that its paid Claude plans provided materially greater
 11 usage, higher limits, priority access, and fewer interruptions than lower-priced or free
 12 plans;
- 13 b. Whether Anthropic altered how paid usage was measured, allocated, or depleted
 14 during the Class Period, including whether the peak-hour reduction applied to shared
 15 account usage through regular Claude, Claude Code, or both;
- 16 c. Whether the admitted caching, context-management, reasoning, prompt, routing, or
 17 related defects specifically caused Claude Code users to experience degraded
 18 performance, repeated processing, lost context, or accelerated usage depletion;
- 19 d. Whether Anthropic's representations and omissions concerning the different Claude
 20 product surfaces, shared usage limits, paid access, and practical capacity were likely
 21 to mislead reasonable consumers in light of the service actually delivered;
- 22 e. Whether Anthropic knew of the challenged changes and defects, possessed material
 23 information unavailable to subscribers, and adequately disclosed their effects;
- 24 f. Whether Anthropic's conduct breached its contracts with Class Members or violated
 25 the implied covenant of good faith and fair dealing;
- 26 g. Whether Anthropic's conduct violated California's Unfair Competition Law, False
 27 Advertising Law, or Consumers Legal Remedies Act;
- 28 h. Whether Anthropic was unjustly enriched by retaining subscription fees and

1 additional usage payments attributable to materially diminished or prematurely
 2 depleted paid access, and whether Plaintiff and Class Members are entitled to
 3 restitution of those amounts.

- 4 i. Whether Class Members suffered economic injury and whether the diminished value
 5 of the affected subscriptions can be determined on a classwide basis using common
 6 evidence, and whether Class Members are entitled to damages, restitution,
 7 declaratory relief, injunctive relief, or other remedies.

8 72. **Superiority.** A class action is superior to other available methods for fairly and efficiently
 9 adjudicating this controversy. The claims of individual Class Members are relatively modest
 10 compared with the expense and burden of prosecuting separate actions against Anthropic. Absent
 11 class treatment, many Class Members would have no practical means of obtaining relief. Separate
 12 actions would also risk inconsistent rulings concerning the same subscription terms, representations,
 13 backend practices, and corrective measures. Class treatment will permit these common issues to be
 14 resolved in a single proceeding, conserve judicial resources, avoid duplicative discovery and
 15 litigation, and provide a uniform remedy for similarly situated subscribers. Plaintiff is unaware of
 16 any difficulties that would render this action unmanageable as a class action.

17 **CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **Violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.** 20 *(On behalf of Plaintiff and the California Subclass)*

21 73. Plaintiff incorporates the preceding allegations as though fully set forth herein.

22 74. Anthropic is a "person" within the meaning of Cal. Bus. & Prof. Code § 17201 and engaged
 23 in business acts and practices affecting consumers in California.

24 75. Anthropic's conduct constitutes unlawful, unfair, and fraudulent business acts and practices.

25 76. The conduct is unlawful because it violates the FAL and CLRA and constitutes breach of
 26 contract and breach of the implied covenant of good faith and fair dealing.

27 77. The conduct is unfair because Anthropic retained subscription fees while nonpublic or
 28 inadequately disclosed backend changes materially reduced the practical value of paid access

1 through regular Claude, Claude Code, or both. The conduct is also tethered to California policies
2 favoring truthful advertising and accurate disclosure of material characteristics, benefits, quantities,
3 and limitations of consumer services.

4 78. The conduct is fraudulent because the paid-plan descriptions, partial disclosures, and
5 omissions were likely to mislead reasonable consumers into believing that the shared Pro or Max
6 allowance would provide the represented practical access through the product surfaces they used,
7 subject to disclosed limits, rather than faster peak-hour depletion or, for Claude Code users, wasted
8 usage and degraded workflows caused by inadequately disclosed backend policies and defects.

9 79. Plaintiff relied on Anthropic's material representations and omissions when subscribing,
10 renewing, and continuing to pay for Claude. Plaintiff lost money or property by paying more than
11 the diminished service was worth and, if applicable, by incurring additional charges after premature
12 limit exhaustion.

13 80. Plaintiff and California Subclass Members are entitled to restitution measured by the
14 difference between the amount paid and the value of the service actually delivered during the
15 affected periods, together with declaratory and injunctive relief and any other relief authorized by
16 law.

17 81. Plaintiff lacks an adequate remedy at law to prevent future misleading subscription practices
18 or obtain public injunctive relief. Restitution is sought only to the extent legal damages are
19 unavailable or incomplete, including where contract or privity defenses would otherwise leave
20 money acquired through the challenged practices unrecovered, and is not sought as a duplicative
21 recovery.

22 SECOND CAUSE OF ACTION

23 **Violation of California's False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.** 24 *(On behalf of Plaintiff and the California Subclass)*

25 82. Plaintiff incorporates the preceding allegations as though fully set forth herein.

26 83. Anthropic disseminated or caused to be disseminated advertising and promotional
27 statements concerning Claude Pro and Max, including statements about increased usage, higher
28 output limits, priority access, continuity, Claude Code access, and the practical ability to remain in

1 productive workflows.

2 84. Those statements, together with Anthropic's omissions of known or exclusively controlled
3 material facts, were untrue or misleading because Anthropic could and did materially reduce shared
4 session access affecting regular Claude and Claude Code users and, separately, deploy changes that
5 impaired consume included Claude usage, without adequate, timely, and complete disclosure.

6 85. Anthropic knew, or in the exercise of reasonable care should have known, that its advertising
7 was misleading in light of its control over the challenged policies and systems, user reports, internal
8 investigations, and eventual public admissions and remedial changes.

9 86. Plaintiff saw and relied on the challenged advertising in purchasing or renewing a paid plan
10 and suffered economic injury by paying more than the service was worth.

11 87. Plaintiff seeks restitution, public injunctive relief, attorneys' fees where authorized, and
12 other appropriate relief. Equitable relief is sought only to the extent legal remedies are unavailable
13 or inadequate and is not sought as a duplicative recovery.

14 **THIRD CAUSE OF ACTION**

15 **Violation of California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750, et seq.** 16 *(On behalf of Plaintiff and the California Subclass)*

17 88. Plaintiff incorporates the preceding allegations as though fully set forth herein.

18 89. Plaintiff and California Subclass Members are "consumers," Anthropic is a "person," the
19 sale of paid Claude plans constitutes "transactions," and the subscriptions are "services" within the
20 meaning of Cal. Civ. Code § 1761.

21 90. Anthropic violated Cal. Civ. Code § 1770(a), including subsections (5), (7), and (16), by
22 representing that the subscriptions had characteristics, benefits, quantities, standards, or qualities
23 they did not have during the affected periods and by representing that the service had been supplied
24 in accordance with prior representations when it had not.

25 91. Anthropic's omissions were actionable because Anthropic possessed exclusive knowledge
26 of the product surfaces governed by the shared usage system, the scope of the peak-hour policy, and
27 the Claude Code-specific backend defects; actively controlled information about their operation and
28 impact; and made partial representations about usage, limits, priority, product access, and

1 remediation that were misleading without disclosure of the omitted facts.

2 92. The challenged representations and omissions were material and likely to deceive reasonable
3 consumers.

4 93. Plaintiff relied on these representations and omissions and suffered actual economic damage
5 by paying for diminished subscription value and, if applicable, additional access.

6 94. Plaintiff presently seeks injunctive relief only and will amend to seek damages after
7 satisfying § 1782.

8 95. Plaintiff has filed the declaration regarding venue required by Cal. Civ. Code § 1780(d).

9 **FOURTH CAUSE OF ACTION**

10 **Breach of Contract**

11 *(On behalf of Plaintiff and the Nationwide Class and California Subclass)*

12 96. Plaintiff incorporates the preceding allegations as though fully set forth herein.

13 97. Plaintiff and Class Members who purchased directly from Anthropic entered valid
14 subscription agreements with Anthropic. The agreements include Anthropic's Consumer Terms and
15 the subscription content, features, and services described in the order process, including the selected
16 paid tier's represented usage, output limits, priority access, access to regular Claude and Claude
17 Code, and related paid-plan benefits.

18 98. Plaintiff and Class Members performed by paying the required recurring fees and complying
19 with the material subscription terms.

20 99. Anthropic breached the agreements by materially failing to provide the described paid access
21 during the affected periods, including by subjecting subscribers using regular Claude, Claude Code,
22 or both to inadequately disclosed reduced session capacity and by allowing Claude Code-specific
23 defects to impair core functionality and consume the shared included usage of subscribers who used
24 that product, while retaining the subscription fees and providing no proportional refund or credit.

25 100. As a direct and proximate result of that breach, Plaintiff and Class Members suffered
26 damages, including overpayment, diminished subscription value, and any incremental amounts paid
27 to replace prematurely exhausted access.

FIFTH CAUSE OF ACTION

Breach of the Implied Covenant of Good Faith and Fair Dealing
(On behalf of Plaintiff and the Nationwide Class and California Subclass)

101. Plaintiff incorporates the preceding allegations as though fully set forth herein.

102. Every subscription agreement imposed a duty on Anthropic not to exercise contractual discretion in a manner that unfairly frustrated subscribers' right to receive the benefits of the agreement.

103. The central benefit of the paid subscription was usable access to the paid Claude services at the represented tier, including regular Claude and, for subscribers who chose to use it, Claude Code. Anthropic retained exclusive discretion over shared capacity allocation, session depletion, model defaults, caching, context management, system prompts, product-surface routing, disclosure, and remediation.

104. Anthropic breached the implied covenant by exercising or administering that discretion in a manner that materially reduced shared paid access and, for Claude Code users, wasted included usage and impaired core workflows, while withholding adequate information needed to identify the affected product surface, detect and measure the loss, and obtain proportional compensation.

105. This claim does not impose duties inconsistent with the express agreement. It enforces the agreement's existing purpose and prevents Anthropic from using broad discretion to make the promised paid-tier benefits illusory or substantially worthless during part of the subscription term.

106. As a direct and proximate result, Plaintiff and Class Members suffered damages, including overpayment, diminished subscription value, and any additional charges incurred because included access was prematurely exhausted.

SIXTH CAUSE OF ACTION

Quasi-Contract and Restitution Based on Unjust Enrichment
(On behalf of Plaintiff and the Nationwide Class and California Subclass)

107. Plaintiff incorporates the preceding allegations as though fully set forth herein.

108. Plaintiff pleads this claim in the alternative pursuant to Federal Rule of Civil Procedure 8(d). To the extent the Court determines that no valid and enforceable contract governs the challenged conduct, that Anthropic's subscription agreements do not require it to provide the paid access alleged herein, or that Plaintiff and Class Members otherwise lack an adequate remedy at law for Anthropic's retention of the benefits conferred upon it, Plaintiff seeks restitution under principles of quasi-contract and unjust enrichment..

109. Plaintiff and Class Members conferred direct monetary benefits upon Anthropic by paying subscription fees for Claude Pro, Max 5x, and Max 20x and, in some instances, additional charges for usage after their included access was prematurely depleted.

110. Anthropic knowingly accepted and retained those payments. Anthropic understood that subscribers paid higher prices for increased usage, higher limits, priority access, fewer interruptions, and usable access to Claude and Claude Code during the applicable subscription periods.

111. During the Class Period, Anthropic retained the full subscription payments while its peak-hour capacity reduction and backend defects described herein materially diminished the paid services delivered to Plaintiff and Class Members. Among other things, the challenged conduct caused subscribers to move through session limits more quickly, prematurely depleted included usage, interrupted active workflows, caused Claude Code to forget or repeat prior work, and otherwise reduced the practical value of paid access.

112. Anthropic possessed exclusive knowledge of the systems and records necessary to identify which accounts were affected, determine how much included usage was lost or inefficiently consumed, and measure the extent of the resulting service degradation. Plaintiff and Class Members lacked any meaningful ability to independently identify, verify, or quantify those losses.

113. It would be inequitable and unjust for Anthropic to retain the entirety of the

1 subscription fees and additional usage payments attributable to periods in which Plaintiff and Class
2 Members received materially diminished or prematurely depleted paid access.

3 114. Anthropic has therefore been unjustly enriched at the expense of Plaintiff and Class
4 Members in an amount to be determined at trial, including the portion of subscription payments
5 attributable to the diminished services and any additional usage charges incurred because included
6 access was prematurely depleted.

7 115. Plaintiff and Class Members lack an adequate remedy at law to the extent no
8 enforceable contractual promise governs the challenged conduct or their legal claims do not permit
9 recovery of all subscription fees and additional usage payments unjustly retained by Anthropic. In
10 that circumstance, restitution is necessary to prevent Anthropic from retaining benefits for which it
11 did not provide the corresponding value.

12 116. Plaintiff and Class Members are entitled to restitution and disgorgement of the
13 money Anthropic unjustly retained, together with pre- and post-judgment interest and any other
14 relief the Court deems equitable and appropriate.

15 **PRAYER FOR RELIEF**

16 117. WHEREFORE, Plaintiff, individually and on behalf of the Nationwide Class and
17 California Subclass, requests that the Court:

- 18 a. certify the Nationwide Class and California Subclass, appoint Plaintiff as Class
- 19 Representative, and appoint Plaintiff's counsel as Class Counsel;
- 20 b. declare that Anthropic's challenged acts and practices are unlawful;
- 21 c. award actual, compensatory, nominal, and other damages available at law;
- 22 d. award restitution of the portion of subscription fees and additional usage payments
- 23 unjustly retained by Anthropic, to the extent authorized by law;
- 24 e. enter appropriate public and classwide injunctive relief requiring clear disclosure of
- 25 material usage-allocation changes, meaningful account-level usage information, and
- 26 fair remediation for material degradation of paid service;
- 27 f. award pre- and post-judgment interest;
- 28 g. award reasonable attorneys' fees and costs where authorized; and

1 h. grant such other relief as the Court deems just and proper.

2 **DEMAND FOR JURY TRIAL**

3 118. Plaintiff demands a trial by jury on all claims and issues so triable.

4 Dated: July 27, 2026

/s/ Matthew W. Ruan

Matthew W. Ruan (SBN 264409)

Jonathan M. Jagher (*pro hac vice forthcoming*)

Nicholas R. Lange (*pro hac vice forthcoming*)

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

ISABELO PASCUAL, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

ANTHROPIC, PBC

Defendant.

Case No.

CLRA VENUE DECLARATION

I, Matthew W. Ruan, declare as follows:

1. I am an attorney of record in this matter and an individual over eighteen years of age. I make this declaration pursuant to California Civil Code § 1780(d).

2. The Complaint in this action is filed in a proper place because Defendant Anthropic, PBC maintains its headquarters and principal place of business at 500 Howard Street, San Francisco, California 94105, in San Francisco County. Anthropic is headquartered in, resides in, and does business in San Francisco County. California Civil Code § 1780(d) permits an action under the Consumers Legal Remedies Act to be filed in the county where the defendant has its principal place of business or is doing business. Venue is therefore proper in the San Francisco Division of the United States District Court for the Northern District of California.

3. I declare under penalty of perjury under the laws of California and the United States that the foregoing is to my knowledge true and correct.

Dated: July 27, 2026

/s/ Matthew W. Ruan
Matthew W. Ruan

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Claude Lawsuit Claims Anthropic Wrongfully Reduced Subscribers' 'Practical Access' Under Claude Pro, Max Plans](#)
