OPPENHEIM + ZEBRAK, LLP
Matthew J. Oppenheim
Nicholas C. Hailey
Jeffrey M. Gould
Corey Miller
Keith Howell
Audrey L. Adu-Appiah
(admitted *pro hac vice*)
4530 Wisconsin Ave., NW, 5th Floor
Washington, DC 20016
Telephone: (202) 480-2999
matt@oandzlaw.com
nick@oandzlaw.com
jeff@oandzlaw.com
corey@oandzlaw.com
khowell@oandzlaw.com
aadu-appiah@oandzlaw.com

Alexander Kaplan
Jennifer Pariser
Andrew Guerra
Bret Matera
Timothy Chung
Michelle Gomez-Reichman
(admitted *pro hac vice*)
461 5th Avenue, 19th Floor
New York, NY 10017
Telephone: (212) 951-1156
alex@oandzlaw.com
jpariser@oandzlaw.com
andrew@oandzlaw.com
bmatera@oandzlaw.com
tchung@oandzlaw.com
mgomez-reichman@oandzlaw.com

Attorneys for Plaintiffs

COBLENTZ PATCH DUFFY & BASS LLP
Jeffrey G. Knowles (SBN 129754)
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Telephone: (415) 391-4800
ef-jgk@cpdb.com

COWAN, LIEBOWITZ & LATMAN, P.C.
Richard S. Mandel
Jonathan Z. King
Richard Dannay
(admitted *pro hac vice*)
114 West 47th Street
New York, NY 10036-1525
Telephone: (212) 790-9200
rsm@cll.com
jzk@cll.com
rxd@cll.com

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

Case Number: 5:24-cv-03811-EKL-SVK

DECLARATION OF DUFF BERSCHBACK IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

REDACTED

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

I, Duff Berschback, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am Executive Vice President of Business and Legal Affairs at Concord Music Group, Inc. ("Concord"). I have served in this role since I joined Concord in 2020. My responsibilities include overseeing legal functions for Concord's publishing division, including by protecting and responding to potential infringements of Concord's intellectual property.

2. In my capacity as EVP for Concord, I manage the entire legal function, including all songwriter contract negotiations, music publishing catalog acquisitions, and other matters, for Concord and its affiliated publishing entities. I also oversee Concord's copyright department. The copyright department's responsibilities include, among other things, filing copyright applications with the U.S. Copyright Office, registering musical compositions with performing rights organizations ("PRO") in the United States, such as ASCAP, BMI, and SESAC, and maintaining records of Concord's ownership and control of the musical compositions in its publishing catalogue.

3. I am familiar with the business records of Concord, including documents such as copyright certificates, publishing and administration agreements, and other agreements with third parties (including those referenced in this Declaration), pursuant to which Concord acquires ownership of, and control of exclusive rights to, the musical compositions (sometimes referred to herein as "compositions" or "songs" or "works") at issue in this litigation. I have personal knowledge of the information contained in this Declaration through my employment with Concord, and my understanding of the processes through which Concord acquires copyrighted works, including through past acquisitions of other corporate entities and copyright catalogs, as well as my understanding of Concord's business and contractual relationships. Also, I am generally familiar with Concord's asset purchase agreements, songwriter agreements, exclusive license and administration agreements, and the company's copyright registration process in the United States. If called upon as a witness, I could and would testify competently to the information contained herein.

4. Concord and its affiliates are music publishing companies, whose primary business is to seek out and develop songwriters to create, exploit, and distribute musical compositions,

including their lyrics, through publishing entities, which are affiliated with various performing rights organizations (or PROs).

5. Concord's exclusive copyright interests in their catalogs of musical compositions are their principal corporate assets and are central to their businesses. Accordingly, Concord takes steps to protect its copyrights, including through registration with the U.S. Copyright Office and by entering into signed agreements under which Concord owns or controls the exclusive rights under copyright to any composition it exploits. Concord has taken such steps for all of its compositions addressed herein.

6. Appendices CONCORD-10 through CONCORD-31, corresponding to paragraphs 10-31, contain charts listing the 40 musical compositions (the "Works in Suit") for which Concord seeks partial summary judgment in regards to ownership. [1] Appendices CONCORD10–CONCORD-31 list the starting Bates number for the corresponding copyright registration certificate (or public catalog information) ("Registration Certificates") produced by Plaintiffs in discovery. In addition, true and correct copies of the Registration Certificates and/or copyright registration information obtained from the U.S. Copyright Office's public catalog, are attached to this Declaration as Exhibits CONCORD-10A–31A. True and correct copies of the agreements and other chain of title documents referenced below are attached to this Declaration as Exhibits CONCORD-10B–CONCORD-31B.[2]

7. As explained in detail below, Concord owned or exclusively controlled all or a portion of the rights provided in 17 U.S.C. § 106 for its Works in Suit during the relevant time period. Concord possesses and exploits its exclusive rights, among other things, including the rights to reproduce the Works in Suit, distribute and/or display the Works in Suit to the public, as well as to prepare derivative works of the Works in Suit.

---

[1] Each of the Works in Suit is identified in Amended Exhibit B to Plaintiffs' First Amended Complaint (ECF No. 123).

[2] Exhibit numbers correspond to the relevant paragraph number. Exhibits ending in "A" contain the relevant copyright registration documents for each paragraph. Exhibits ending in "B" contain the relevant agreements or other chain of title documents for each paragraph.

8. Concord has not authorized Defendant, Defendant's customers, or any other users of Defendant's products and services, including Defendant's AI service Claude, to reproduce, distribute, display, or prepare derivative works of their Works in Suit at issue here.

9. Concord's ownership interests in the Works in Suit can be divided into three general categories: 1) one of Concord's divisions is a named claimant and/or author on the copyright registration; 2) Concord acquired ownership or an exclusive license through its acquisition of, or merger with, another entity, i.e., as a successor-in-interest to the original named copyright claimant; and/or 3) Concord acquired ownership or an exclusive license via written agreement from a third party named as a claimant or author on the copyright registration.

I. WORKS IN SUIT FOR WHICH A CONCORD DIVISION IS A NAMED CLAIMANT

10. During the relevant time period, Concord owned or exclusively controlled all or a portion of the rights to two Works in Suit because **Concord Music Publishing, LLC** is a named claimant on the copyright registrations.[3] *See* Appendix CONCORD-10; Exhibit CONCORD-10A. Concord Music Publishing, LLC is an asset entity of Concord, and pursuant to a 2022 administration and label services agreement ("2022 Administration and Label Services Agreement"), Concord now holds the music publishing assets previously held by Concord Music Publishing, LLC. *See* Exhibit CONCORD-10B (CONCORD_0000004599) (2022 Administration and Label Services Agreement).

[3] Under the rules governing registrations with the Copyright Office, a company can register a copyright in the name of an unincorporated division, or even a "d/b/a." *See* U.S. Copyright Office, Compendium of U.S. Copyright Office Practices § 619.13(A) (3d ed. 2021).

II. COPYRIGHT COMPOSITIONS IN WHICH CONCORD ACQUIRED OWNERSHIP OR AN EXCLUSIVE LICENSE THROUGH ACQUISITION OF OR MERGER WITH ANOTHER ENTITY

11. During the relevant time period, Concord owned or exclusively controlled all or a portion of the rights to a combined eight Works in Suit by virtue of the fact that Concord acquired, merged with, or is a successor-in-interest to a named claimant as described below.

12. **Concord's Acquisition of Downtown.** In April 2021, Concord purchased all of the shares of Downtown Copyright Management (IOM) Limited by virtue of a Share Purchase Agreement between a Concord Special Purpose Acquisition Company and Downtown Music Holdings (IOM) Limited, which held all of the shares of Downtown Copyright Management (IOM) Limited. Included in the agreement are various disclosures of certain of Downtown's Asset Entities and other Material Music Agreements that were specifically identified in the purchase (the "Downtown Acquisition"). Exhibit CONCORD-12B (CONCORD_0000003840) (Share Purchase Agreement). The purchased Downtown assets were subsequently transferred to Concord as described below.

13. **Downtown Music Publishing, LLC d.b.a. Downtown DMP Songs** is a named claimant and/or author on the copyright registrations for two Works in Suit. *See* Appendix CONCORD-13; Exhibit CONCORD-13A. On March 31, 2021, Downtown Music Publishing, LLC d/b/a Downtown DMP Songs assigned all its rights, title and interests to Downtown Copyright Management LLC, which filed an Amended Certificate of name change from Downtown Copyright Management LLC to Concord CM LLC. Exhibit CONCORD-13B (CONCORD_0000004337) (assignment). Pursuant to the 2022 Administration and Label Services Agreement described in Paragraph 10 above, Concord now holds the assets to Concord CM LLC.

14. **These Are Pulse Songs** is a named claimant and/or author on the copyright registrations for six (6) Works in Suit. *See* Appendix CONCORD-14; Exhibit CONCORD-14A. These Are Pulse Songs is a d/b/a of Pulse 2.0. *See* Exhibit CONCORD-14B (CONCORD_0000004304) (Exclusive Songwriter and Co-Pub Agreement between Pulse 2.0 d/b/a/ These Are Pulse Songs (BMI) and Fifteen 60 & Landed, LLC., et al.). In January 2020, Concord Music Publishing, LLC acquired an equity interest in Pulse 2.0 LLC. Exhibit

CONCORD-14B (CONCORD_0000015325) (Equity Interest Purchase Agreement). Pursuant to the 2022 Administration and Label Services Agreement described in Paragraph 10 above, Concord now holds the assets to Concord Music Publishing, LLC.

III. WORKS IN SUIT IN WHICH CONCORD OR A PREDECESSOR ENTITY ACQUIRED OWNERSHIP OR AN EXCLUSIVE LICENSE FROM A THIRD PARTY NAMED ON THE COPYRIGHT REGISTRATION

15. During the relevant time period, Concord owned or exclusively controlled all or a portion of the rights to a combined 30 Works in Suit by virtue of the fact that Concord or a predecessor company acquired ownership or an exclusive license from a named claimant or an author on the copyright registrations, as described below.

16. **Benjamin Levin d/b/a Benny Blanco** is a named claimant and/or author on the copyright registrations for eleven Works in Suit. *See* Appendix CONCORD-16; Exhibit CONCORD-16A. In a July 1, 2016, Purchase Agreement, Downtown Copyright Management (IOM) Limited purchased the entirety of Mr. Levin's Catalog, including these eleven Works in Suit. Exhibit CONCORD-16B (CONCORD_0000015974) (Catalog Purchase Agreement with Schedule). As described in Paragraph 12 above, Concord acquired these assets when it purchased Downtown Copyright Management (IOM) Limited.

17. **Ryan Tedder** is a named claimant and/or author on the copyright registrations for four Works in Suit. *See* Appendix CONCORD-17; Exhibit CONCORD-17A. In a March 27, 2017, Purchase Agreement, Downtown Copyright Management (IOM) Limited purchased all of Ryan Tedder's rights in certain songs, including in these four Works in Suit. Exhibit CONCORD-17B (CONCORD_0000016013) (Purchase Agreement with Schedule). As described in Paragraph 12 above, Concord acquired these assets when it purchased Downtown Copyright Management (IOM) Limited.

18. **Nikki Sixx** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-18; Exhibit CONCORD-18A. In a December 22, 2015, Purchase Agreement, Downtown Music Holdings (IOM) Limited purchased all musical compositions written, composed, owned and/or acquired by Nikki Sixx. Exhibit CONCORD-18B (CONCORD_0000000905) (Music Publishing Acquisition Agreement). Those assets were among

the assets transferred to Concord in the Downtown Acquisition as described in Paragraph 12. *See* Exhibit CONCORD-18B (CONCORD_0000004007) (Downtown Acquisition Schedules).

19. **Adam Schmalholz** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-19; Exhibit CONCORD-19A. In February 2017, Adam Schmalholz assigned rights to Downtown Music Holdings (IOM) Limited pursuant to a Co-Publishing Agreement. Exhibit CONCORD-19B (CONCORD_0000000966) (Co-Publishing Agreement). This asset was also among the assets transferred to Concord in the Downtown Acquisition as described in Paragraph 12.

20. **Rio Bravo Music Inc.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-20; Exhibit CONCORD-20A. In a March 9, 2018, Purchase Agreement, Downtown Copyright Management (IOM) Limited purchased all of Rio Bravo Music Inc.'s right, title and interest to certain compositions, including the Work in Suit. Exhibit CONCORD-20B (CONCORD_0000001352) (Purchase Agreement). This asset was also among the assets transferred to Concord in the Downtown Acquisition as described in Paragraphs 12 and 45.

21. **Salli Isaak Songs Ltd.** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-21; Exhibit CONCORD-21A. In a July 27, 2018, Purchase Agreement, Downtown Copyright Management UK Limited purchased all of the shares in Salli Isaak Songs Ltd. Exhibit CONCORD-21B (CONCORD_0000015043) (Sale and Purchase Agreement). Downtown Copyright Management UK Limited subsequently changed its name to Concord CM UK. Exhibit CONCORD-21B (CONCORD_0000004093) (Certificate of Name Change). As described in Paragraph 10 above, Concord acquired the assets of Concord CM UK pursuant to the 2022 Administration and Label Services Agreement.

22. **Kubaney Music and Kubaney Songs** are named claimants and/or authors on the copyright registration for one Work in Suit. *See* Appendix CONCORD-22; Exhibit CONCORD-22A. In a July 27, 2018, Purchase Agreement, Concord Bicycle Assets, LLC purchased assets from Codigo entities d/b/a Kubaney Music and Kubaney Songs. Exhibit CONCORD-22B (CONCORD_0000001593) (Asset Purchase Agreement); (CONCORD_0000001436) (Disclosure

Schedule to APA). On December 31, 2018, Concord Bicycle Assets, LLC assigned its rights to the Work in Suit to Concord Music Publishing, LLC. Exhibit CONCORD-22B (CONCORD_0000001791) (Copyright Assignment). As described in Paragraph 10 above, Concord acquired the assets of Concord Music Publishing, LLC pursuant to the 2022 Administration and Label Services Agreement.

23. **Williamson Music Company** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-23; Exhibit CONCORD-23A. On August 8, 1990, Williamson Music Company filed an Amended Certificate changing its name to The Rodgers and Hammerstein Organization ("RHO"). Exhibit CONCORD-23B (CONCORD_0000001162) (Amended Business Certificate). On December 22, 2022, RHO distributed, transferred and assigned certain contributed assets, including the Work in Suit, to Concord Music Publishing, LLC. Exhibit CONCORD-23B (CONCORD_0000004562) (Omnibus Distribution and Contribution Agreement). As described in Paragraph 10 above, Concord acquired the assets of Concord Music Publishing pursuant to the 2022 Administration and Label Services Agreement.

24. **Bonnie McKee** is a named claimant and/or author on the copyright registration for two Works in Suit. *See* Appendix CONCORD-24; Exhibit CONCORD-24A. On April 9, 2019, CYPMP, LLC acquired exclusive rights to these Work in Suit pursuant to an Asset Purchase and Sale Agreement between CYPMP, LLC and Bonnie McKee, et al. Exhibit CONCORD-24B (CONCORD_0000016210) (Asset Purchase and Sale Agreement). Pursuant to a January 6, 2020, Equity Interest Purchase Agreement, Concord Music Publishing, LLC acquired an equity interest and became an owner of CYPMP, LLC. Exhibit CONCORD-24B (CONCORD_0000015325) (Equity Interest Purchase Agreement). As described in Paragraph 10 above, Concord acquired the assets of Concord Music Publishing, LLC pursuant to the 2022 Administration and Label Services Agreement.

25. **Josh Miller** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-25; Exhibit CONCORD-25A. Concord Music Publishing, LLC acquired exclusive rights to the Work in Suit pursuant to a 2021 Purchase

Agreement between Joshua Miller and Concord Music Publishing, LLC. Exhibit CONCORD-25B (CONCORD_0000016387) (Asset Purchase Agreement). As described in Paragraph 10 above, Concord acquired the assets of Concord Music Publishing, LLC pursuant to the 2022 Administration and Label Services Agreement.

26. **Cyndi Lauper** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-26; Exhibit CONCORD-26A. Pursuant to a December 14, 2009, Purchase Agreement, Cyndi Lauper sold twenty-five percent (25%) of her interest in the Work in Suit to AF Circle C Fund, LLC. Exhibit CONCORD-26B (CONCORD_0000001278) (Purchase Agreement). On December 31, 2014, AF Circle C Fund, LLC merged into Alchemy Copyrights, LLC. Exhibit CONCORD-26B (CONCORD_0000013131) (Certificate of Merger). Pursuant to a Contribution Agreement dated November 4, 2015, Alchemy Copyrights, LLC transferred all of its interests to Concord Bicycle Assets, LLC ("CBAL"). Exhibit CONCORD-26B (CONCORD_0000013136) (Contribution Agreement). On December 31, 2018, CBAL assigned its rights to the Work in Suit to Concord Music Publishing, LLC. Exhibit CONCORD-26B (CONCORD_0000001791) (Copyright Assignment). As described in Paragraph 10 above, Concord acquired the assets from Concord Music Publishing, LLC pursuant to the 2022 Administration and Label Services Agreement.

27. **Mark Ronson** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-27; Exhibit CONCORD-27A. Concord Music Publishing, LLC acquired exclusive rights to the Work in Suit pursuant to a 2013 Co-Publishing and Royalty Collection Agreement between Mark Ronson and Imagem, C.V., as amended and modified in 2018. Exhibit CONCORD-27B (CONCORD_0000016596) (Asset Purchase Agreement); (CONCORD_0000016205) (Amendment). Concord Music Publishing, LLC was the successor-in-interest to Imagem, C.V. As described in Paragraph 10 above, Concord acquired the assets of Concord Music Publishing, LLC pursuant to the 2022 Administration and Label Services Agreement.

28. **Richard Stannard** is a named claimant and/or author on the copyright registration for one Work in Suit. *See* Appendix CONCORD-28; Exhibit CONCORD-28A. Concord Music

Publishing, LLC acquired exclusive rights to the Work in Suit pursuant to a 2019 Exclusive Songwriting Agreement between Concord Music Publishing, LLC and Richard Stannard, including rights to the Work in Suit. Exhibit CONCORD-28B (CONCORD_0000016617) (Exclusive Song-Writing Agreement). As described in Paragraph 10 above, Concord acquired the assets of Concord Music Publishing, LLC pursuant to the 2022 Administration and Label Services Agreement.

29. **Lori McKenna** is a named claimant and/or author on the copyright registration for one Work in Suit. See Appendix CONCORD-29; Exhibit CONCORD-29A. In an agreement dated April 8, 2015, Lori McKenna entered into an Exclusive Publishing Agreement with Creative Nation, LLC. Exhibit CONCORD-29B (CONCORD_0000016323) In an agreement of the same date, Creative Nation, LLC entered into an agreement with CYPMP and These Are Pulse Songs to administer 100% of the Lori McKenna compositions. Exhibit CONCORD-29B (CONCORD_0000000899). As described in Paragraph 21 above, These Are Pulse Songs is a d/b/a of Pulse 2.0, and Concord Music Publishing, LLC acquired an equity interest in Pulse 2.0 LLC. Pursuant to the 2022 Administration and Label Services Agreement described in Paragraph 10 above, Concord now holds the assets to Concord Music Publishing, LLC, including the exclusive rights to license and administer the Work in Suit.

30. **Martin Page** is a named claimant and/or author on the copyright registration for one Work in Suit. See Appendix CONCORD-30; Exhibit CONCORD-30A. Concord owns or controls exclusive rights to the Work in Suit pursuant to a 2020 administration agreement between Martin Page and Concord Copyrights London Limited. Exhibit CONCORD-30B (CONCORD_0000015393). Pursuant to an Intercompany License, Concord Copyrights London Limited licensed to Concord Copyrights Limited its rights to administer, distribute, exploit, and/or sublicense certain compositions, including the Work in Suit. Exhibit CONCORD-30B (CONCORD_0000015424) (Intercompany License Agreement). Pursuant to the 2022 Administration and Label Services Agreement described in Paragraph 10 above, Concord now holds the assets to Concord Copyrights Limited, including the exclusive rights to license and administer the Work in Suit.

31. **Abilene Music and George David Weiss** is a named claimant and/or author on the copyright registrations for one Work in Suit. See Appendix CONCORD-31; Exhibit CONCORD-31A. In January 2014, Abilene Music c/o Claire Weiss, which owned George David Weiss' exclusive rights to the Work in Suit, entered into an exclusive administration agreement with Imagem Music LLC. Exhibit CONCORD-31B (CONCORD_0000015952). In July 2016, Imagem Music LLC filed a certificate of conversion to Imagem Music Inc. Exhibit CONCORD-31B (CONCORD_0000015023). In 2017, Imagem Music Inc. merged with and into Concord Music Publishing, LLC. Exhibit CONCORD-31B (CONCORD_0000015805). Pursuant to the 2022 Administration and Label Services Agreement described in Paragraph 10 above, Concord now holds the assets to Concord Music Publishing, LLC, including the exclusive rights to license and administer the Work in Suit.

IV. CONCORD'S COPYRIGHT REGISTRATION PRACTICES

32. Concord is an independent music publisher, meaning it operates outside the major label system which controls the majority of the domestic market share for musical compositions. Concord is one of the largest independent publishing companies with a catalog of over 1 million compositions to which it owns and/or controls exclusive rights. Concord's catalog of musical compositions is its principal corporate asset.

33. For each of its qualifying musical compositions, Concord timely applies for registration with the United States Copyright Office, which includes filing "deposit copies" of the work.

34. Concord's deposit copies, as submitted to the U.S. Copyright Office, have changed over time. Up until the 1980s deposits of musical compositions were typically written, physical forms (like sheet music). Around the mid-1980s, the music publishing industry began submitting physical commercially released recordings, first in the form of cassette tapes and then later CDs. In more recent years, like the rest of the industry, Concord has delivered MP3 files as the deposit copies.

35. Neither Concord nor the companies from which it acquired catalogs of musical compositions made a practice of retaining a copy of the deposits delivered to the U.S. Copyright

Office because that was not necessary for its business. The lyrics to its compositions are reflected in the commercially-released sound recording of the work, which is understood as a derivative copy of the musical composition.

36. For works where the deposit copy was printed sheet music, a materially identical version would typically be sold commercially and those copies can be referenced to confirm the contents of the deposit copy. For newer works registered with a copy of the commercial sound recording, regardless of the physical form of the recording, those recordings exist today and can be accessed by anyone who wants them.

37. Today, obtaining lyrics to most songs in the Concord catalog and certainly all of the Works in Suit is simple. We refer to one of Concord's online licensees, including for purposes of this case, LyricFind.com, which obtains the lyrics to songs from commercially-released sound recordings and makes them available on its site, consistent with the license we have negotiated with it. As the LyricFind.com lyrics are based on the commercial sound recording, they will be identical or nearly identical to the deposit copy for a given work.

38. Concord does not need to retain copies of the deposit copy of its works, nor is it legally obligated to do so. Nevertheless, by retaining a copy of the commercial sound recording of the work, Concord has effectively maintained a copy of the deposit copy. The substance of the registered work, including its materially accurate lyrics, is never meaningfully questioned in the regular course of Concord's business.

39. As attested in my prior declaration (ECF No. 184), for purposes of this litigation, I have confirmed that the lyrics to the Concord Works available on the lyric aggregator LyricFind.com are genuine and materially accurate.

V. CONCORD'S BUSINESS AND LICENSING PRACTICES

40. Concord's business is to discover, develop, and support songwriters. As part of that mission, Concord negotiates and administers copyrighted works on behalf of its songwriters and collects and distributes royalties earned by its catalog of copyrighted works to protect and support its songwriters' creative efforts.

41. Licensing the use of musical compositions—including for use of lyrics in internet-based media—is a key component of Concord's business and a fundamental means by which its songwriters earn a living. The practice of licensing ensures that Concord and its songwriters maintain control over the use of their works through specific authorization and permission. Licensing also ensures that Concord and its songwriters are properly compensated for such use and receive attribution for their creations.

42. Concord licenses its Works in Suit (along with various other musical compositions from its catalog) and their accompanying lyrics for a variety of uses. Concord licenses have included sound recordings, performances, samples, remixes, printed sheet music, commercials, motion pictures, television shows, lyric aggregators, lyric websites (which can include lyric translation), and numerous other digital platforms and services. Concord also licenses its works for use in other physical media forms, such as books, magazines, and merchandise.

43. Concord has also licensed lyrics to both the Concord Works and other works in its catalog to lyric "aggregators," such as LyricFind.com (Concord_0000000168) and Musixmatch.com (Concord_0000000212), who are granted the right to distribute Concord's lyrics through their own websites. Concord has also licensed to lyric websites, such as Genius.com, and to various other digital services, including Meta (Facebook) (Concord_0000000739).

44. Concord's agreements with lyric aggregator sites typically grant the licensee permission to sublicense Concord's lyrics to other lyric websites and digital services, subject to certain safeguards and prohibitions on particular uses. Pursuant to those agreements, Concord's licensees LyricFind and Musixmatch have sublicensed Concord's works to search engines like Google, other lyrics websites like Lyrics.com, Lyricsfreak.com and Lyricstranslate.com, and other digital music services. Concord is typically able to identify sublicensees of its works based on the attribution information included on the sublicensees' websites.

45. Through these licensed channels and others, authorized copies of the lyrics to the Concord Works and other works in Concord's catalog are widely disseminated to the public, allowing consumers to access and enjoy authorized copies of the lyrics to these works, including

searching for specific song lyrics, translating specific song lyrics, or finding song names or full song lyrics based on lyric fragments.

46. Concord ensures that there are certain limitations in place when licensing the use of its works, including the Concord Works, to protect the rights and artistic visions of its songwriters. For example, lyric display licenses generally include an explicit requirement that licensees display Concord's lyrics with proper attribution and copyright notice information. These licenses also often include a requirement that any copying of Concord's lyrics by users be done for personal, non-commercial purposes.

47. [redacted] A true and correct copy of this agreement is attached hereto as **Exhibit A,** bearing Bates number Concord_0000016732.

48. [redacted] A true and correct copy of this agreement is attached hereto as **Exhibit B,** bearing Bates number Concord_0000000212.

49. Proper attribution and inclusion of copyright management information is vital to Concord' business. First and foremost, it indicates that the given work is copyright protected. It also serves as a signal to potential licensees that Concord is the proper party from whom to seek licenses for their own use of the works. Moreover, attribution ensures that the songwriters and artists responsible are given the credit they are due for their creative efforts, which can translate to valuable reputational gains. Display of lyrics without proper attribution and copyright management information is therefore incredibly damaging to Concord's licensing business and the livelihood of its songwriters.

50. As part of its ongoing business of licensing its catalog of compositions for different uses, Concord has actively pursued numerous licensing opportunities with AI companies. In just the last year, Concord has engaged in discussions [redacted].

51. These conversations have not yet reached the stage of discussing final financial terms and all authorized uses. But that is typical for negotiations with new formats, new uses, and new licensees that do not have a history of benchmark deals from which to draw. It often takes time for new deals to come together. But these discussions demonstrate that there are potential licensees in the market willing to engage in good faith negotiations and ultimately conclude agreements that compensate Concord for the use of our valuable musical compositions by the AI model in various ways.

52. Concord would be very willing to engage in good faith negotiations with Anthropic for the use of its catalog to train the Claude model, to construct guardrails or for other uses. But Anthropic has not sought any such license, nor has it otherwise compensated Concord for the use of the Concord Works.

VI. HARM CAUSED BY ANTHROPIC

53. Anthropic and other generative AI companies have caused and will continue to cause significant harm to Concord and its songwriters through the unauthorized use of Concord's works.

54. First, Anthropic delivers copies of Concord's lyrics without the necessary attribution. Copyright management information is not a mere formality. This information is vital to users knowing that a particular song is protected by copyright so they do not unwittingly continue to infringe it. Proper attribution also enhances the goodwill associated with Concord and its songwriters. Stripping compositions of copyright information is particularly harmful to songwriters because, unlike many recording artists, most songwriters are not famous. Name recognition is how other songwriters, record companies, recording artists, and the public connect

with songwriters and makes it possible for them to earn a living. Displaying Concord's song lyrics without attribution is profoundly harmful to Concord's good name and reputation, and those of its songwriters.

55. Second, by taking Concord's compositions without compensation, Anthropic has both deprived Concord of a license fee and weakened the music licensing market overall. When companies, particularly the size of Anthropic refuse to pay for music and instead take it for free, that both reduces others' incentive to license, and puts tremendous downward pressure on license pricing.

56. This downward pressure on license pricing is felt not just in the lowered price of individual licenses and therefore the royalties to Concord and its songwriters. The lowered prices become part of the basis for valuing the composition. The cumulative effect of the lower prices and royalties multiplies and therefore has an exponential effect on the value of a given songwriter's entire catalog and of Concord's entire publishing enterprise value.

57. Third, the unauthorized use of Concord's compositions deprives Concord and its songwriters of control over the way their works are exploited. One of the rights conferred by the ownership of a copyright is the right to determine whether and how the artist's creation can be used and changed by others. When Anthropic simply takes these works without negotiating a license, it negates one of the primary benefits afforded to creators. And in terms specific to this case, no songwriter wants to see their compositions altered and pulled apart to create mashups, jingles, merchandise, and other derivative uses they have no ability to modify or reject. This is a very obvious and direct harm to the songwriters and Concord.

58. Fourth, Anthropic and generative AI will inevitably dilute the market for human-created compositions. We have already observed a huge influx of AI-created music trained on copyrighted works on streaming services. Deezer recently reported that 34% of uploads to its service were AI-generated.[4] Other studies are demonstrating a similar onslaught of AI music. This trend may not be observable at a large scale right now, but as I testified in my deposition, it's like

[4] https://newsroom-deezer.com/2025/11/deezer-ipsos-survey-ai-music/

an earthquake under the ocean. We can measure the strength of the earthquake and know a tsunami is coming before it hits land. While it may not have hit with its full force just yet, we know it's coming.

59. Concord's goal is to help foster a healthy and productive market for human-authored music, for the benefit of the songwriters, publishers, and the public. The flood of AI-generated songs disrupts this market in numerous ways and disincentivizes songwriters from continuing to create the music that sustains their livelihoods and adds to the universe of creative expression that we all enjoy.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Duff Berschback

Duff Berschback

Executed this 20th day of March, 2026 in Nashville, TN.

SIGNATURE ATTESTATION PURSUANT TO CIVIL L.R. 5-1(h)

Pursuant to Civil L.R. 5-1(h), I hereby attest that concurrence in the filing of this document was obtained from the signatory of this document. I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 23, 2026

/s/ Nicholas C. Hailey
Nicholas C. Hailey