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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 KENTON DRAUGHON IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

REDACTED

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

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

1. I am Senior Vice President of Administration and Operations for Capitol CMG, Inc. ("CCMG"). I have held this position since 2011 and have been employed by CCMG (f/k/a EMI Christian Music Group, Inc.) since 1995. In my current role, I lead CCMG's music publishing division in all copyright administration, licensing, and royalty tracking efforts, while providing operational support for financial, contractual, and technology needs. My responsibilities include overseeing the protection of CCMG's copyrighted works and the enforcement activities relating to CCMG's copyrighted works. I submit this Declaration on behalf of CCMG in support of Plaintiffs' Motion for Summary Judgment.

2. Through my employment at CCMG, I am familiar with the business records of CCMG, 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 CCMG owns and/or controls exclusive rights in the musical compositions (sometimes referred to herein as "compositions," "works," or "songs") at issue in this litigation. I have personal knowledge of the information contained in this Declaration through my employment with CCMG and my understanding of the processes through which CCMG acquires copyrighted works, including through past acquisitions of other corporate entities and copyright catalogs, as well as my understanding of CCMG's business and contractual relationships. Also, I am generally familiar with CCMG's asset purchase agreements, songwriter agreements, exclusive license 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.

3. CCMG is a music publishing company whose primary business is to seek out and develop songwriters to create and exploit Works in Suit through publishing entities, which are affiliated with various performing rights organizations (or "PROs") such as ASCAP or BMI. Because music publishers generally may only affiliate with one PRO, it is common for publishing companies to have corporate music-publishing affiliates that belong to each of the different PROs. CCMG's music-publisher affiliates are publisher-members of the various PROs.

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

5. Appendices CCMG-11 – CCMG-22, corresponding to paragraphs 11 through 22 of this declaration, contain charts listing the 31 compositions (the "Works in Suit" or "Works in Suit") for which CCMG seeks partial summary judgment with regard to ownership. All of CCMG's 31 Works in Suit addressed herein have been registered with the U.S. Copyright Office. Appendices CCMG-11 – CCMG-22 list, for each Work in Suit, the starting Bates number for the corresponding registration certificate (or registration catalog information) 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 catalogs, accompany this Declaration as Exhibits CCMG-11A – CCMG-22A. True and correct copies of the agreements and other chain of title documents which are referenced below and which demonstrate Plaintiffs' ownership and/or control of their works in suit accompany this Declaration as Exhibits CCMG-11B – CCMG-22B, as applicable.

6. As explained in detail below, CCMG 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. CCMG 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.

7. CCMG 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 its Works in Suit at issue here.

8. CCMG's ownership interests in the Works in Suit can be divided into three general categories: 1) CCMG, or one of its divisions, d/b/a's or other corporate affiliate is a named claimant

and/or author on the copyright registration; 2) CCMG 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) CCMG acquired ownership or an asset purchase and/or exclusive license from a third party via written agreement.

I. WORKS IN SUIT FOR WHICH CCMG IS A NAMED CLAIMANT

9. During the relevant time period, CCMG owned or exclusively controlled rights to a combined 22 Works in Suit by virtue of the fact that CCMG, either in its own name or in the name of one of its publishing entities, is a named claimant and/or author on the copyright registrations as described below.[1]

10. **Ariose Music Group Inc.** is the named claimant and/or author on the copyright registration for three Works in Suit. Appendix CCMG-10; Exhibit CCMG-10A. Ariose Music Group Inc. was the music-publishing affiliate of CCMG that belonged to the PRO, American Society of Composers, Authors and Publishers ("ASCAP"). Exhibit CCMG-10B (CCMG_0000000838) (ASCAP Membership Extension).

11. **Capitol CMG Genesis** is the named claimant and/or author on the copyright registration for one Work in Suit. Appendix CCMG-11; Exhibit CCMG-11A. Capitol CMG Genesis was the music-publishing affiliate of EMI Christian Music Group for ASCAP. Exhibit CCMG-11B (CCMG_0000000051) (ASCAP Membership Name Change Form). CCMG was formerly known as EMI Christian Music Group. Exhibit CCMG-11B (CCMG_0000000285) (Corporate Profile).

12. **Capitol CMG Paragon** is the named claimant and/or author on the copyright registration for one Work in Suit. Appendix CCMG-12; Exhibit CCMG-12A. Capitol CMG Paragon was the music-publishing affiliate of EMI Christian Music Group for the PRO, Broadcast Music, Inc. ("BMI"). Exhibit CCMG-12B (CCMG_0000000838) (BMI Membership Name Change form). As noted above, CCMG was formerly known as EMI Christian Music Group. In

[1] 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).

addition, Worshiptogether.com Songs is also named as a claimant and/or author for this Work in Suit. Worshiptogether.com Songs is an assumed name of CCMG. Exhibit CCMG-12B (CCMG_0000000088) (TN Secy of State Assumed Name Renewal).

13. **StraightWay Music** is the named claimant and/or author on the copyright registration for two Works in Suit. Appendix CCMG-13; Exhibit CCMG-13A. StraightWay Records was an assumed name for CCMG. Exhibit CCMG-13B (CCMG_0000000094) (TN Secy of State Assumed Name Application). StraightWay Music was also the music-publishing affiliate of CCMG for ASCAP. Exhibit CCMG-13B (CCMG_0000000867) (ASCAP Membership Extension).

14. **WorshipTogether.com Songs** is the named claimant and/or author on the copyright registration for fourteen Works in Suit. Appendix CCMG-14; Exhibit CCMG-14A. As noted above in paragraph 12, WorshipTogetther.com Songs was an assumed name for CCMG. Worshiptogether.com Songs was also the corporate affiliate for the PRO, ASCAP, through its predecessor EMI Christian Music Group. Exhibit CCMG-14B (CCMG_0000000688).

15. **Worship Together Music** is the named claimant and/or author on the copyright registration for four Works in Suit. Appendix CCMG-15; Exhibit CCMG-15A. Worship Together Music was the music-publishing affiliate of EMI Christian Music Group for the PRO, BMI. Exhibit CCMG-15B (CCMG_0000000598) (BMI Agreement). As noted above in Paragraph 11, CCMG was formerly known as EMI Christian Music Group.

II. WORKS IN SUIT IN WHICH CCMG ACQUIRED OWNERSHIP OR AN EXCLUSIVE LICENSE THROUGH ACQUISITION OF OR MERGER WITH ANOTHER ENTITY

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

17. **Sparrow Song** is the named claimant and/or author on the copyright registration for one Work in Suit. Appendix CCMG-17; Exhibit CCMG-17A. In 2004, EMI Christian Music Group acquired all rights, title and interest to Sparrow Song. Exhibit CCMG-17B

(CCMG_0000000597) (BMI Name Change 6/3/04). As noted above in Paragraph 11, CCMG was formerly known as EMI Christian Music Group.

18. **River Oaks Music Company & Shepherd's Fold Music** is the named claimant and/or author on the copyright registration for one Work in Suit. Appendix CCMG-18; Exhibit CCMG-18A. River Oaks Music Company & Shepherd's Fold Music is a division of **Jubilee Communications, Inc**. Exhibit CCMG-18B (CMG_0000000607) (BMI Change of Ownership form). On March 30, 2007, Jubilee Communications, Inc. merged with EMI Christian Music Group. Exhibit CCMG-18B (CCMG_0000000779) (TN Secy of State Articles of Merger). As noted above in Paragraph 11, CCMG was formerly known as EMI Christian Music Group.

19. **Meadowgreen Music Company** is a named claimant and/or author on the copyright registration for five Works in Suit. Appendix CCMG-19; Exhibit CCMG-19A. CCMG acquired exclusive copyright rights to the Works in Suit through a July 6, 1994, purchase agreement between MEADOWGREEN MUSIC COMPANY, et al. and THE SPARROW CORPORATION and ITS PUBLISHING DESIGNEES. Exhibit CCMG-19B (CCMG_0000000504) (Purchase Agreement). From 1983 to 1995, CCMG was known as The Sparrow Corporation. *See* Exhibit CCMG-11B (CCMG_0000000285) (Corporate Profile).

III. WORKS IN SUIT IN WHICH CCMG ACQUIRED OWNERSHIP OR AN EXCLUSIVE LICENSE FROM A THIRD PARTY

20. During the relevant time period, CCMG owned or exclusively controlled rights to a combined three Works in Suit by virtue of the fact that CCMG, or its predecessors or through assumed names, acquired ownership or an exclusive license from a named claimant or an author on the copyright registrations, as described below.

21. **Alletrop Music and Ed Cash** are named claimants and/or authors on the copyright registration for four Works in Suit. See Appendix CCMG-21; Exhibit CCMG-21A. On October 1, 2020, Capitol CMG, Inc. (f/k/a Capitol Christian Music Group, Inc.) d/b/a Capitol CMG Publishing acquired exclusive copyright rights to the Work in Suit through an Asset Purchase Agreement with Anchor Productions, LLC ("Anchor") and Ed Cash, individually ("Writer"), d/b/a Alletrop Music (BMI), et al. Exhibit CCMG-21B (CCMG_0000000613) (APA Agreement).

22. **Meaux Hits and Meaux Mercy** are named claimants and/or authors on the copyright registration for two Works in Suit. See Appendix CCMG-22 Exhibit CCMG-22A. CCMG acquired exclusive rights to the Works in Suit through an October 25, 2004, purchase agreement between EMI Christian Music Group, Inc. and Edward A. DeGarmo and Susan E. DeGarmo, individually and on behalf of Meaux Hits, Meaux Mercy and Meaux Jeaux. Exhibit CCMG-22B (CCMG_000000691- 778) (agreement); CCMG_0000000681-686 (assignments). As noted above in Paragraph 11, CCMG was formerly known as EMI Christian Music Group.

IV. CCMG'S COPYRIGHT REGISTRATION PRACTICES

23. CCMG is the leading music publisher in the faith-based entertainment industry. CCMG is part of Universal Music Publishing Group ("UMPG"), one of the largest music publishers in the world.

24. CCMG represents and advocates on behalf of major songwriters in the Christian and gospel communities. CCMG develops songwriters and artists with a Christian faith, who often make music rooted in their Christian world view. Christian music can be defined by its lyrical content or the faith of its creators. CCMG works on behalf of these songwriters to promote their works, secure and manage their copyrighted works (which includes managing licenses to use these works), and collect and distribute royalties.

25. When CCMG applies for registration of its works with the United States Copyright Office, the application includes, among other things, a copy of the "best edition" of the work (referred to as the "deposit copy"). The "best edition" is typically the highest quality print or digital version of the work.

26. My understanding is that prior to the mid 1980s, deposits of musical compositions usually were in the form of written sheet music. In 1984 or 1985, the practice changed and deposits typically were submitted as some version of the commercial sound recording, including cassette tapes, CDs, MP3 files, or other formats. CCMG does not systematically retain copies of these deposits, nor is there any legal requirement to do so.

27. CCMG is nevertheless able to determine the lyrics to their compositions. For older works, the sheet music delivered to the United States Copyright Office would be the same or nearly

the same as the version recorded contemporaneously by the songwriter or another singer. CCMG would also typically license or publish the sheet music to the composition individually or in songbooks at or around the same time the work was registered. These commercial copies would typically be identical to the deposit copy version of the sheet music. For newer works registered with the commercial sound recording, those recordings are widely available to everyone.

28. In addition to sheet music and sound recordings, to the extent CCMG wants to refer to lyrics of a particular musical composition, we can refer to our online lyric licensees, including, for example, the lyric aggregator LyricFind.com. As these lyrics are based on the commercial sound recording, they should be identical or nearly identical to the deposit copy for a given work.

29. Consistent with my prior declaration (ECF No. 186), I have confirmed for purposes of this case that the lyrics to the CCMG Works available on LyricFind.com (copies of which I understand have been produced in this case) are genuine and materially accurate.

V. CCMG'S BUSINESS AND LICENSING PRACTICES

30. CCMG owns and/or controls exclusive rights with respect to an award-winning catalog of copyrighted musical compositions and the lyrics therein, including top hits on both the Christian and mainstream music charts. As noted, CCMG's copyright interests in its catalog of musical compositions are its principal corporate assets and are central to its businesses.

31. Control, credit, and licensing are an important component to the Christian music publishing industry, particularly because of the faith-based messages in this industry's works.

32. As a music publisher, a core part of CCMG's business is negotiating and entering into licensing agreements for the rights to reproduce, distribute, and display the faith-based musical compositions in CCMG's catalog. CCMG negotiates the majority of its licensing deals itself. These licenses ensure that CCMG and the songwriters we represent retain control over the exploitation of their works and receive compensation for authorized uses of those works. CCMG relies on these licenses to earn revenue from our catalogs of musical compositions, to compensate our songwriters, and to further our mission of promoting songwriters and the creation of Christian music.

33. As detailed in my prior declaration (ECF No. 186), CCMG licenses its works for a variety of uses in both the faith-based and mainstream markets. For example, CCMG has licensed its lyrics to Christian Copyright Licensing International, through which CCMG licenses its lyric reproduction rights for use in church services. CCMG also licenses its works to PraiseCharts.com, a website that provides licensed digital sheet music for popular praise and worship songs. CCMG has also licensed its works to churches seeking authorization to use songs for a specific purpose, such as a soundtrack to a video showcasing a recent mission trip or community work the church has done. Filmmakers like to license CCMG's catalog for their work, as CCMG's catalog offers safe, non-explicit lyrics. CCMG has licensed its work for use in greeting cards, artwork, and physical merchandise.

34. In the online market, CCMG has entered into lyrics licenses with lyric aggregators like LyricFind.com (CCMG_0000000209) and Musixmatch.com (CCMG_0000000237), lyric websites and other digital platforms like Meta (CCMG_0000000869), among other licensees (*e.g.*, CCMG_0000000662 (YouTube); CCMG_0000000259 (same)). These licenses frequently permit our licensees to display CCMG's lyrics publicly. At times, CCMG's licensees will sublicense CCMG's works to other entities like search engines, other lyrics websites, and other music services.

35. Retaining control over the exploitation of CCMG's catalogs of musical compositions is particularly important given the faith-based nature of CCMG's works, where the meaning of a given song's lyrics often has a particular spiritual significance. As part of CCMG's mission, CCMG must be able to control how its works are used and ensure that those uses are not inconsistent with the underlying faith-based messages. As I testified in my deposition, it is important to CCMG to ensure our song's meaning remains consistent over time. The ability of an AI user to take CCMG's work and combine it with other works creates a significant risk of undermining the original message of the work.

36. Thus, when CCMG enters into licensing agreements for CCMG's works, the agreements include important safeguards and restrictions. In addition to restrictions on the type of uses and alterations to the content the licensee may make, CCMG also includes a requirement that

the licensee credits CCMG and its songwriters and include copyright notices when publishing CCMG's works.

37. Display of CCMG's lyrics without such attribution can cause significant business harm. Without proper attribution or copyright notices, a consumer may not be able to discern the songwriter responsible for the work, thus depriving CCMG's artists of valuable brand recognition and credit for their efforts. Moreover, the absence of copyright information prevents CCMG from being identified as the song's owner and licensor, potentially thwarting future licensing opportunities. And, more fundamentally, a failure to include attribution and the appropriate copyright information prevents the world from knowing and recognizing that the lyrics being displayed are copyrighted, protected work.

38. CCMG welcomes any opportunity to license its works to licensees who are willing to negotiate in good faith and work towards agreements that provide value to the licensee while respecting CCMG's safeguard requirements. This includes any AI company seeking to utilize CCMG's works to train its AI models. Notably, Anthropic has not sought or obtained a license to use the CCMG Works, nor has it compensated CCMG for the use of the CCMG Works.

VI. THE HARM TO CCMG CAUSED BY ANTHROPIC AND OTHER UNAUTHORIZED USE BY AI COMPANIES

39. However, the unauthorized use of CCMG's works and other copyrighted works by generative AI companies like Anthropic has already resulted in harm to CCMG and its songwriters, and the potential future harm to the music publishing and songwriting industries is significant.

40. As already mentioned, the display of CCMG's lyrics without proper attribution or copyright information harms both CCMG and the relevant songwriters by depriving them of valuable name recognition and potential future licensing opportunities, as consumers may not be able to identify the songwriter or owner of a particular work. As I testified in my deposition, as soon as that bell is rung and those lyrics are out in the world without the appropriate attribution, it's very hard to un-ring that bell.

41. Moreover, by taking unauthorized copies of CCMG's works, Anthropic robbed CCMG of the opportunity to reach a licensing agreement with Anthropic itself to train on CCMG's

works in an authorized manner. Anthropic's misappropriation of CCMG's works has reduced CCMG's ability to license our works to other AI companies who would want to do so, as Anthropic has now set the precedent that these works can simply be taken for free.

42. More concretely, when AI companies like Anthropic use CCMG's works for free as training data and AI model output, it becomes more difficult to license and monetize lyrics with authorized licensees. There is no incentive for licensees to license from CCMG when our works are available for free elsewhere, and this unauthorized use puts future licenses at risk, including but not limited to licenses for lyrics display.

43. In fact, during CCMG's most recent negotiation with [redacted] Removing human-created music and replacing them with AI-generated works presents a direct and substantial harm to CCMG's licensing practice.

44. Anthropic's unauthorized use of CCMG's lyrics also creates an enormous risk of permanent damage to songwriters' trust in CCMG's ability to protect their works and reputations.

45. The unauthorized exploitation of CCMG's works by Anthropic and other generative AI companies also has begun to have a dilutive effect on the music industry as a whole, which will have a significant impact on songwriting and the music publishing industry.

46. Streaming platforms have already begun to be flooded by songs created by AI, which directly compete with CCMG's songs for streams, thereby diluting the royalty pool from which CCMG's works earn revenue and undermining the value of CCMG's works.

47. In November 2025, an album by a Christian AI-generated singer, "Solomon Ray," reached No. 1 on the iTunes Top 100 Christian and Gospel Albums chart. Two songs from that album, "Find Your Rest" and "Goodbye Temptation" reached No. 1 and No. 2 on Billboard's

Gospel Digital Song Sales chart, respectively. AI was used to create the singer's voice, persona, lyrics and production.[2]

48. In preparation for an industry event I attended in February of this year, a speaker discussed the rise of another faith-based AI artist, "Abigail Collins," backed by AI company Calypto. I understand her "works" are also available on music streaming platforms, including Spotify.

49. Faith-based AI artists like Solomon Ray and Abigail Collins are causing a direct dilutive effect on the music streaming royalty pool and drawing revenue away from human-created work, while at the same time benefiting from the unauthorized exploitation of CCMG and others' lyrics.

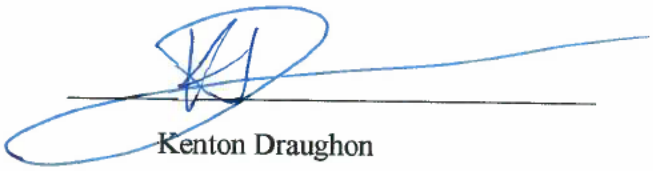
50. I also believe the unauthorized use of CCMG's works in generative AI presents a significant threat to the songwriting profession. As I testified during my deposition, I think puts the songwriting craft and profession at risk. We've had too many songwriters . . . consider alternative careers[.]"

51. Finally, given the faith-based nature of CCMG's business, there is something especially troubling about the unauthorized use of CCMG's works in helping to create new, AI-generated musical works. A prominent southern gospel and hymn writer recently spoke at the CCMG office and noted their belief that "[CCMG are] protectors of the 'real'"; this songwriter explained that particularly with Christian music, the idea of opening up your heart to something without a soul is very concerning. Permitting the unauthorized exploitation of CCMG's works in generative AI such as Anthropic causes significant damage to CCMG's business and reputation by

[2] Russell Contreras & Delano Massey, *Synthetic soul: AI-generated gospel singer tops Christian chart*, AXIOS (Dec. 20, 2025), https://www.axios.com/2025/12/20/synthetic-soul-ai-gospel-singer-solomon-ray. *See also* Kelsey Kramer McGinnis, *The Current No. 1 Christian Artist Has No Soul*, CHRISTIANITY TODAY (Nov. 21, 2025), https://www.christianitytoday.com/2025/11/solomon-ray-ai-christian-music-soul-singer/.

opening up CCMG's works to "something without a soul," without CCMG or its songwriters' consent.

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



Kenton Draughon

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