Exhibit 15



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Transcript of Duff Berschback, Designated Representative & Individually

Date: October 10, 2025
Case: Concord Music Group -v- Anthropic

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC., et al.,

Plaintiffs,

vs.

ANTHROPIC PBC,

Defendant.

Case No. 5:24-cv-03811-EKL

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Remote Videotaped Deposition of

CONCORD MUSIC GROUP, INC.,

By and through its Designated Representative,

DUFF BERSCHBACK,

and in his Individual Capacity

Friday, October 10, 2025

9:11 a.m.

Job No.: 602002

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Saba McKinley, LCR, RPR

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A P P E A R A N C E S

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I N D E X

WITNESS: DUFF BERSCHBACK

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By Mr. HOLTZBLATT	6

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S T I P U L A T I O N S

The deposition of DUFF BERSCHBACK was taken by counsel for the Defendant, by Notice, remotely via Zoom videoconference, on October 10, 2025, 2025, for all purposes under the Federal Rules of Civil Procedure.

All formalities as to caption, notice, statement of appearance, et cetera, are waived. All objections, except as to the form of the question, are reserved for the hearing, and that said deposition may be read and used in evidence in said cause of action in any trial thereon or any proceeding herein.

It is agreed that SABA MC KINLEY, LCR, RPR, may swear the witness, and that the reading and signing of the completed deposition by the witness are not waived.

* * *

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A. No.
Q. The policy then encourages using AI tools that are certified as "fairly trained."
Do you see that?
A. Yes.
Q. And it points to a website www.fairlytrained.org. Are you familiar with this concept of fairly trained tools?
A. Yes.
Q. Are the tools listed on that website tools that have licensed the right to train on lyrics in Concord's works?
A. Well, I've never been to that website. But to answer your question, since we have not entered into any licensing thus far with respect to generative AI for our catalogue of works, there wouldn't be, by definition, any companies on that -- that had a license from Concord.
Q. Has Concord talked with any entities about the possibility of licensing any of its works for use in connection with generative AI?
A. I think, yes. Yes.
Q. What companies?
A. [redacted]

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[redacted]

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[redacted]

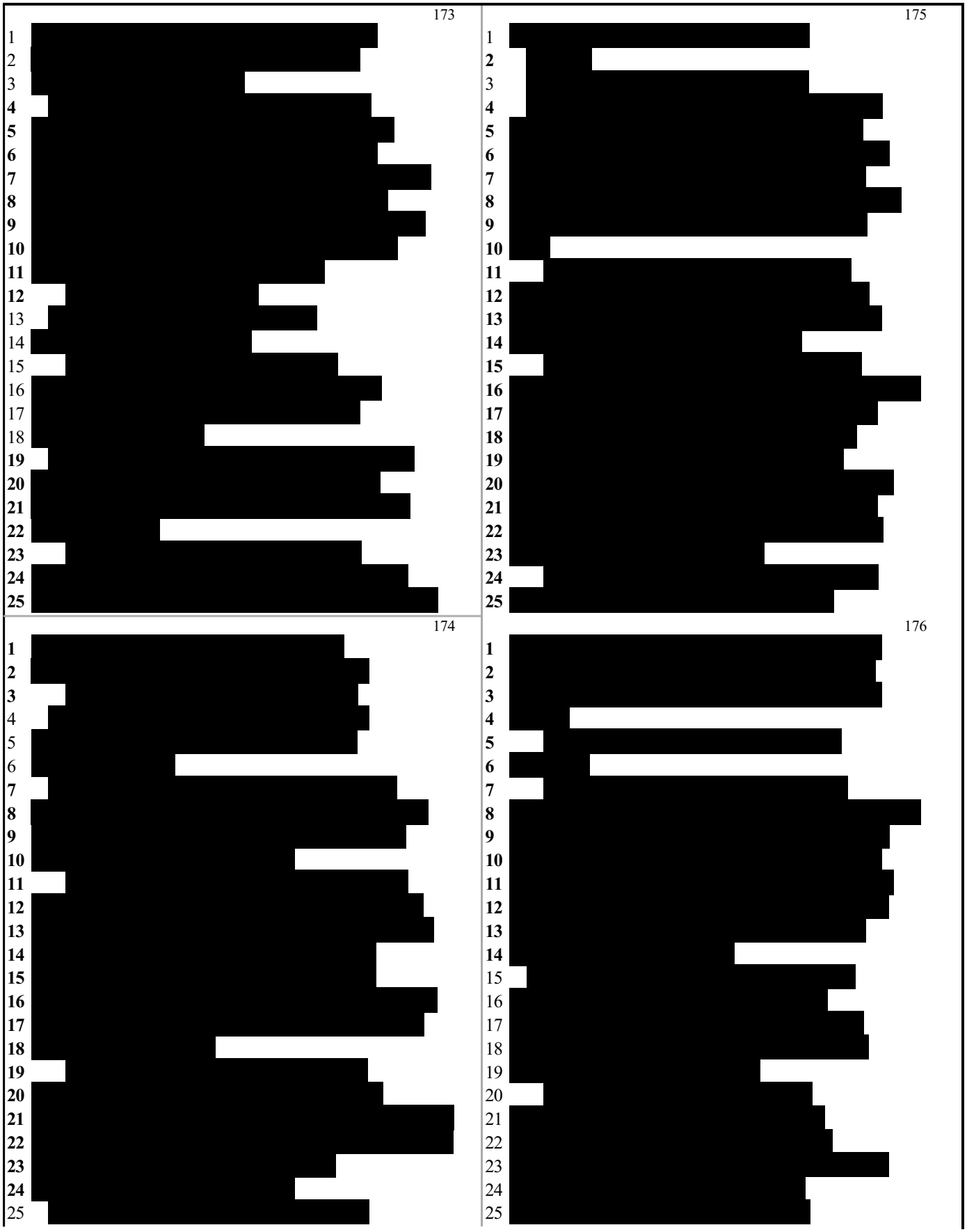
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[redacted]





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[redacted]

BY MR. HOLTZBLATT:

Q. You've, at various points today and otherwise, described harms to Concord from Claude. Tell me what you view as the harms to Concord from Claude.

MR. KAPLAN: Form objection.

THE WITNESS: Well, I would say a couple of things.

There are -- a lot of the harms that -- well, first things first.

Whatever harms that I can identify now, or that I can conceive of now or I can reasonably perceive now, is not the exclusive universe of harms. Because things move fast, and even in the couple of years since this suit was brought, there are -- you know, there are things that we can see now that we couldn't see back then.

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So what -- the harms that I'm going to list here are just limited to, like, what I can conceive of right now, what I can reasonably perceive. That's one.

Two is --

BY MR. HOLTZBLATT:

Q. So, that's fine.

Your answering based on what you can conceive of and perceive now as to the harms to Concord from Claude. That's fine.

A. Yep.

Secondly, for the most part, the harms visited and to be visited upon Concord will be shared harms with its writers, with its songwriters, because we're similarly situated in terms of copyright infringement, unlicensed use, unpaid-for uses, lack of attribution, et cetera.

But there are some things that are particular to the songwriters, and I'll address those as well.

So starting with the most obvious, to the extent that someone wants to know the lyrics to a given song and can go to various places to find those lyrics, amongst them licensed sites and unlicensed sites, where potentially the costs for the latter is zero.

And when I say "cost," I mean cost in terms of monetary value, no payment exchanged, no ads that you

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have to view, no friction between you and what you want.

In that sense, to the extent that Claude will provide lyrics in response to, "What are the lyrics to blank song" type prompts, it's competing with -- on a free basis with licensed sites that pay songwriters. And that is obvious harm to both Concord and its songwriters and the licensed sites.

So that's one.

Two is that fact, and any infringement and any unlicensed use and unpaid-for, uncompensated, unattributed use of musical compositions creates a disincentive for songwriters to write, for music publishers to invest in songwriters and the creation of new works and new art. And that's a tremendous harm not only to Concord, but its songwriters and, I would argue, culture, generally.

So there are those disincentives.

So you've got the reduction in value. You have the dilution effect that come from the mass creation at scale of -- I will call them works, although, as we know, they're not copyrighted and copyrightable. But that doesn't mean they can't be put on a digital service provider and offered as part of -- the offering on that service.

Well, the harm that comes from that may not be

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obvious. But the way that the royalties and the royalty distributions in that world works is you have a royalty pool created by subscription and sometimes ad revenue and other things, and then that royalty pool, on a monthly or quarterly basis, is distributed to the copyright owners whose works are used on the service.

Well, if you put a bunch of AI-generated works, especially, you know, in the quantities that AI is capable of -- not only capable of, is doing right now in terms of the number of songs being uploaded on a daily basis to various digital service providers, that dilutes the royalty pool that is payable to the songwriters and labels and artists, frankly, and publishers. That's direct financial harm.

Now, you'll see that financial harm -- you know, you might not be able to see that because these are rearward-looking numbers and draw the direct connection to Claude. But not unlike you know the earthquake is taking place in the ocean, or, you know, some blood clot has busted loose somewhere and you can't feel it. But if you know that that has happened, you know the harm is coming.

And when the harm comes, you will see the royalty numbers drop. When they do, it's not just with respect to that quarter or that half year or that year