EXHIBIT 3

(FILED UNDER SEAL)

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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

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

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

Pages: 1 - 262

Saba McKinley, LCR, RPR

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A P P E A R A N C E S

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Also Present:

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Maddie Reif, PD Tech

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I N D E X

WITNESS: DUFF BERSCHBACK

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EXHIBITS

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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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Friday, October 10, 2025; 9:11 a.m.

THE VIDEOGRAPHER: Here begins Media No. 1 in the videotaped deposition of Duff Berschback in the matter of Concord Music Group v. Anthropic in the United States District Court, Northern District of California, San Jose Division. Case No. 24-cv-03811-EKL.

Today's date is October the 10th, 2025, and the time on the video monitor is 9:11 a.m. Central time. The remote videographer today is myself, Paul Kaminski, representing Planet Depos. All parties in this video deposition are attending remotely.

Would counsel please voice identify themselves and state whom they represent.

MR. HOLTZBLATT: Ari Holtzblatt, representing defendant Anthropic from the Law Firm of Wilmer Hale. And I'm joined by my colleague, Jared Grubow.

MR. KAPLAN: This is Alex Kaplan from Oppenheim Zebrak, representing the plaintiffs, including the Concord plaintiffs and including the witness today.

THE VIDEOGRAPHER: The court reporter today is Saba McKinley, representing Planet Depos. The witness will now be sworn.

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DUFF BERSCHBACK,

having been first duly sworn was examined and testified as follows:

EXAMINATION

BY MR. HOLTZBLATT:

Q. Good morning, Mr. Berschback. Nice to meet you. My name is Ari Holtzblatt. I represent Anthropic in this litigation.

Would you please state your full name for the record.

A. Sure. My legal name is Donald Frances Berschback. I go by Duff.

Q. Thank you. I'll try to refer to you as Mr. Berschback today.

A. That's fine.

Q. Please state the city and state where you reside.

A. Nashville, Tennessee.

Q. And you're in Nashville today?

A. Correct.

Q. Have you been deposed before?

A. No.

Q. You understand that the testimony you give today is under oath?

A. Correct.

Q. You understand that your oath requires you to testify truthfully and completely?

A. I do.

Q. You understand that I'm looking for full and complete answers to the questions that I ask today?

A. Correct.

Q. Well, that was a good lead-in.

You understand that you should say "yes" or "no" instead of nodding your head when I ask a question?

A. Songs.

Q. We're trying to create a written record here, so we need verbal answers, and I appreciate that.

Occasionally, after I ask a question, counsel for the plaintiffs, Mr. Kaplan, will -- may object to the question. Unless he specifically instructs you not to answer the question, after he objects, you should answer the question.

Do you understand that?

A. I do.

Q. You'll tell me if you don't understand one of my questions so that I can rephrase it for you?

A. I will.

Q. If you answer the question without telling me that you don't understand, I will assume that you understand the question. Okay?

A. Okay.

Q. Is there any reason that you cannot provide complete and accurate testimony today?

A. Not that I know of.

Q. If you need to take a break at any point, please just say so and we will take a break. The only thing I'd ask is that if I've ask you a question and you'd like to take a break, that you first answer the question, and then after you've answered the question, we can take a break. Okay?

A. Okay.

Q. When I refer to "the plaintiffs" in my questions today, what I mean is Concord Music Group, capital CMG, Universal Music Corp., Songs of Universal, PolyGram Publishing, Universal Music Z Tunes, LLC, and ABKCO music.

Do you understand that?

A. I do.

Q. So when I say "plaintiffs," I'll be referring to all of the publisher plaintiffs in this case. Okay?

A. Fine, just so long as you know that I can only testify as to Concord entities.

Q. Well, and so when I refer to Concord, I'll be

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that, "Concord is a global independent music publisher that owns and/or controls exclusive rights with respect to over 800,000 copyrighted musical compositions, including the lyrics contained therein."
Did I read that correctly?
A. Yes.
Q. What is a musical composition that's being referred to in paragraph 4 of Exhibit 3?
MR. KAPLAN: Objection to the extent it calls for a legal conclusion.
You can answer.
THE WITNESS: A musical composition is a musical work, as understood by the Copyright Act. A song.
BY MR. HOLTZBLATT:
Q. As you understand it, what are the components of a musical composition?
A. Several components. Lyrics and melody, primarily.
Q. Anything else?
MR. KAPLAN: Form objection.
THE WITNESS: So long as everybody understands what I mean by melody, those are the two elements, generally, of a musical composition.
BY MR. HOLTZBLATT:

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Q. What do you mean by melody?
A. I mean the compositional notes of the song and the way in which they are expressed by the songwriter.
Q. So lyrics, standing alone, are not the musical composition?
MR. KAPLAN: Form objection.
THE WITNESS: Lyrics, standing alone, are an element of any musical composition, unless that musical composition is strictly music, melody.
BY MR. HOLTZBLATT:
Q. So a musical composition doesn't have to include lyrics?
A. Not necessarily. It depends on the genre; for example, there are classical music compositions that don't have lyrics.
Q. Has Concord -- I'm sorry. Strike that.
Is harmony or rhythm also part of a musical composition?
MR. KAPLAN: Form objection.
THE WITNESS: Again, that's what I was referring to when I said, "So long as we all understand what I mean by 'melody,'" and when I said it's the notes as expressed by the songwriter that comprise the melody.
There are a lot of things that go into how the notes are expressed. And I'm not a musicologist, so I

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can't really give the full gamut of that answer.
But there's more to it than just the notes.
BY MR. HOLTZBLATT:
Q. What else, besides the notes and the lyrics, make up the musical composition?
MR. KAPLAN: Form objection.
I do want to note this is all outside the scope of the topics.
MR. HOLTZBLATT: We may disagree about that.
BY MR. HOLTZBLATT:
Q. But you can answer, as you're able.
A. Again, I'm not a musicologist, so I wouldn't be able to definitively say what all goes into the expression of the basic elements of the notes selected.
But I think you mentioned rhythm and harmony, and pitch and key and tone and all kinds of different things.
BY MR. HOLTZBLATT:
Q. Does Concord copyright lyrics alone?
MR. KAPLAN: Form objection.
THE WITNESS: I don't know.
BY MR. HOLTZBLATT:
Q. Typically, Concord obtains a copyright for an entire musical composition, correct?
A. In the United States, yes.

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Q. Typically, songwriters copyright entire musical composition, not just the lyrics?
MR. KAPLAN: Form objection, and outside the cope.
THE WITNESS: Well, I'm not sure I can say what typically a songwriter would do with respect to registering their own compositions.
BY MR. HOLTZBLATT:
Q. Looking back at Exhibit 3, your declaration, in paragraph 5 you state that, "Concord's core business function includes several things," and one of the things that you say Concord's core business function includes is, "Provides creative support to songwriters"; is that correct?
A. Songs.
Q. What does it mean to provide creative support to songwriters?
A. Well, it can mean a lot of different things. You know, songwriters are really great at the core of what they do, which is writing songs, and they need support in a number of different ways. On the creative side, it is providing them with access to creative opportunities. It is promoting and marketing them and their works. It is -- it could be a number of different things.

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MR. HOLTZBLATT: We will need a rough as well.
THE VIDEOGRAPHER: Do you want a video?
MR. HOLTZBLATT: We won't order it at this time. We will follow-up on that.
(At 6:08 p.m., proceedings concluded.)

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REPORTER'S CERTIFICATE
STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, Saba Mc Kinley, court reporter, with offices in Goodlettsville, Tennessee, hereby certify that I reported the foregoing deposition of DUFF BERSCHBACK by machine shorthand to the best of my skills and abilities, and thereafter the same was reduced to typewritten form by me.

I am not related to any of the parties named herein, nor related to their counsel, and have no interest, financial or otherwise, in the outcome of the proceedings.

I further certify that in order for this document to be considered a true and correct copy, it must bear my original signature and that any unauthorized reproduction in whole or in part and/or transfer of this document is not authorized, will not be considered authentic, and will be in violation of Tennessee Code Annotated 3-914-104, Theft of Services.

Saba Mckley

SABA MC KINLEY, LCR, RPR
Licensed Court Reporter
Registered Professional Reporter
LCR No. 843 - Expires: 6/30/2026

No. 602002

Re: Deposition of Duff Berschback, Designated Representative & Individually
Date: 10/10/2025
Case: Concord Music Group -v- Anthropic
Return to: transcripts@planetdepos.com

Page	Line	Correction/Change and Reason
7	12	Change "Songs" to "Yes"; Mistranscription
13	13	Change "Lydia" to "Lidia" and "Buchannon" to "Buchanan"; Misspelling
13	25	Change "Nick D'Angelino" to "Nick D'Angiolillo"; Mistranscription
13	14	Change "Johnny Maxson" to "Jonnie Macson"; Misspelling
13	15	Change "Shideman" to "Scheideman"; Misspelling
15	14	Change "Holter" to "Molter"; Mistranscription
16	19	Chage "of Concord" to "of the Concord"; Mistranscription
17	15	Change "advices" to "advice"; Mistranscription
18	23	Change "Lydia" to "Lidia"; Misspelling
24	4	Change "cope" to "scope"; Mistranscription
24	15	Change "Songs" to "Yes"; Mistranscription
25	12	Change "facility" to "facilitate"; Mistranscription
29	17	Change "but sometimes can" to "but sometimes it can"
32	5	Change "Songs" to "Yes"; Mistranscription
32	25	Change "Songs" to "Yes"; Mistranscription
38	24	Change "appears [sic]" to "applies"; Clarification
42	11	Change "light" to "lot"; Mistranscription
52	2	Change "is" to "are"; Clarification
82	12	Change "he's" to "she's"; Mistranscription
102	20	Change "M tley Cr e" to "Mötley Crüe"; Misspelling
102	22	Change "M tley Cr e" to "Mötley Crüe"; Misspelling
103	2-3	Change "M tley Cr e" to "Mötley Crüe"; Misspelling
107	22	Change "M tley Cr e" to "Mötley Crüe"; Misspelling
108	6-7	Change "M tley Cr e" to "Mötley Crüe"; Misspelling
119	12	Change "Lydia" to "Lidia"; Misspelling
127	9	Change "lyrics find" to "Lyricfind"; Mistranscription
129	17	Change "authorize" to "authorized"; Mistranscription
130	2	Change "authorize" to "authorized"; Mistranscription
139	21-22	Change "There was, but I couldn't tell you exactly when that dates to." To "There was not."; Misremembered
139	25	Change "[redacted]"
140	4-5	Change "[redacted]." To "[redacted]."; Misremembered
140	10-12	Change "[redacted] Misremembered

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140	15-16	Change "[redacted]" To "[redacted]"; Misremembered
140	20-24	Change [redacted]" to "[redacted]."; Misremembered
154	8	Change "That it." To "That it is."; Clarification
154	11-14	Change "[redacted]"
165	4	Change "Lydia" to "Lidia"; Misspelling
165	25	Change "last" to "least"; Mistranscription
167	10	Change "Lydia" to "Lidia"; Misspelling
174	22	Change "USPROs" to "US PROs"; Mistranscription
176	14	Change "participate on" to "participate in on"; Clarification
177	15	Change "Lydia" to "Lidia"; Misspelling
178	2	Change "Lydia" to "Lidia"; Misspelling
189	25	Change "USPROs" to "US PROs"; Mistranscription
191	24	Change "USPRO" to "US PROs"; Mistranscription
197	6	Delete "not"; Clarification
197	14	Change "Concord right" to "copyright"; Mistranscription
218	23	Change "I take the right" to "I take the position"; Clarification
219	13	Change "XUS" to "ex-US"; Mistranscription
254	2	Change "trading" to "training"; Mistranscription
254	19	Change "Anthro pic" to "Anthropic"; Mistranscription

November 20, 2025
(Date)

(Signature)

No. 602002

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ACKNOWLEDGMENT OF DEPONENT

I, Duff Berschback, Designated Representative & Individually, do hereby acknowledge that I have read and examined the foregoing testimony, and the same is a true, correct and complete transcription of the testimony given by me and any corrections appear on the attached Errata sheet signed by me.

November 20, 2025 _____

(Date) (Signature)