EXHIBIT 4

WILMER CUTLER PICKERING
HALE AND DORR LLP
SONAL N. MEHTA (SBN 222086)
sonal.mehta@wilmerhale.com
ALLISON BINGXUE QUE (SBN 324044)
2600 El Camino Real, Suite 400
Palo Alto, CA 94306
Telephone: (650) 858-6000

LOUIS W. TOMPROS (*pro hac vice*)
louis.tompros@wilmerhale.com
60 State Street
Boston, MA 02109
Telephone: (617) 526-6220

ARI HOLTZBLATT (SBN 354361)
Ari.Holtzblatt@wilmerhale.com
ROBIN C. BURRELL (*pro hac vice*)
robin.burrell@wilmerhale.com
2100 Pennsylvania Ave, NW
Washington, DC 20006
Telephone: (202) 663-6000

TAYLOR GOOCH (SBN 294282)
taylor.gooch@wilmerhale.com
50 California St.
San Francisco, CA 94111
Telephone: (628) 235-1000

Attorneys for Defendant Anthropic PBC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

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

DEFENDANT ANTHROPIC PBC'S NOTICE OF DEPOSITION TO CONCORD MUSIC GROUP, INC. PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 30(b)(6)

Please take notice that pursuant to Federal Rule of Civil Procedure 30(b)(6), Defendant Anthropic PBC, by and through its counsel, will take the deposition upon oral examination of Concord Music Group, Inc. ("Concord") through one or more of its officers, directors, managing agents, or persons who consent to testify on their behalf with respect to the topics listed in the attached Schedule A. The deposition will take place at a date and time to be agreed upon by counsel. The deposition will be taken before a court reporter, notary public, or other person authorized by law to administer oaths, and will be recorded by stenographic means and may also be recorded using audio and visual equipment.

Date: August 8, 2025

By: */s/ Sonal N. Mehta*
SONAL N. MEHTA

CERTIFICATE OF SERVICE

I hereby certify that on August 8, 2025, I did cause Anthropic's Notice of Rule 30(b)(6) Notice of Deposition to be served the following listed below and in the manner so indicated.

By Electronic Mail

tchung@oandzlaw.com
Matt@oandzlaw.com
Nick@oandzlaw.com
JPariser@oandzlaw.com
Andrew@oandzlaw.com
AAdu-Appiah@oandzlaw.com
MGomez-Reichman@oandzlaw.com
cwiener@coblentzlaw.com
bpatel@coblentzlaw.com
rsm@cll.com
jzk@cll.com
rxd@cll.com

Dated: August 8, 2025

By: */s/ Sonal N. Mehta*
Sonal N. Mehta

SCHEDULE A

DEFINITIONS

1. "You" and "Your" refers to Concord Music Group. Inc., including its officers and employees.

2. "Action" refers to *Concord Music Group, Inc. et al. v. Anthropic PBC*, Case No. 5:24-cv-03811-EKL (N.D. Cal.).

3. "Agent" means any Person asked, hired, retained, or contracted to assist You or act on Your behalf in connection with this Litigation whether employed by You or not.

4. "Asserted Works" mean the underlying musical compositions identified in Exhibit A to Complaint, or any additional work that may be listed in an amended complaint, to which You assert copyright in this Action.

5. "Claude" means all versions of Anthropic's Generative AI model Claude that fall within the definition set forth in Magistrate Judge Van Keulen's November 26, 2024 order (ECF No. 273).

6. "Claude API" means the default configuration of the application programming interface(s) that Anthropic offers to external developers so that they, in turn, may integrate Claude, as defined in Magistrate Judge Van Keulen's November 26, 2024 order (ECF No. 273), into their own applications and services.

7. "Complaint" means the First Amended Complaint You filed on April 25, 2025, and any subsequent complaint that You file, in this Action.

8. "Communication" means, without limitation, any transmittal, conveyance, or exchange of a word, statement, fact, thing, idea, Document, instruction, information, demand, question or other information by any medium, whether by written, oral, or other means, including but not limited to electronic communications and electronic mail.

9. "Documents" mean all "writings" and "recordings" as those terms are defined in Federal Rules of Evidence 1001 and shall be afforded the broadest possible meaning permitted by Federal Rule of Civil Procedure 34. By way of illustration and without limitation, Documents include at least the following: originals, drafts and all non-identical copies of memoranda, reports,

studies, surveys, analyses, books, manuscripts, notes, emails, graphs, notebooks, correspondence, interoffice Communications, letters, diaries, calendars, photographs, motion pictures, sketches, spreadsheets, source code, drawings, promotional material, technical papers, printed publications, and all other writings, as well as all non-paper information storage means such as sound reproductions, computer inputs and outputs, tape, film and computer memory devices, as well as tangible things such as models, modules, prototypes, and commercially saleable products. If a draft Document has been prepared in several copies that are not identical, or if the original identical copies are no longer identical due to subsequent notation, each non-identical Document is a separate Document. The foregoing specifically includes information stored in a computer database and capable of being generated in documentary form, such as electronic mail. For the avoidance of doubt, any electronic Documents or data shall include its associated metadata.

10. "Generative AI" means models, algorithms, or other systems that are trained using data to generate new content (including text, images, or other media), such as Claude, GPT, Gemini, or LLaMA.

11. "Third Party" means, and includes, any Person or Persons other than You or Anthropic.

12. "Concern," "Concerning," "Relating to," "Related to," "Regarding," and "Referred to" are construed broadly to mean in whole or in part alluding to, responding to, concerning, relating to, connected with, involving, commenting on, in respect of, about, associated with, discussing, evidencing, showing, describing, reflecting, analyzing, summarizing, memorializing, consisting of, constituting, identifying, stating, tending to support, tending to discredit, referring to, or in any way touching upon.

13. "Including" means including but not limited to.

14. "Person(s)" means natural person.

15. The connectives "and" and "or" shall be construed either disjunctively or conjunctively so as to acquire the broadest meaning possible, so as to bring within the scope of the request all information that might otherwise be construed to be outside its scope.

INSTRUCTIONS

In addition to the requirements set forth in the Federal Rules of Civil Procedure, the following instructions apply to each of the deposition topics set forth herein:

1. Each topic shall be construed independently, and no topic shall be viewed as limiting the scope of any other topic.

2. If You object to a portion or aspect of a deposition topic, state the grounds for Your objection with specificity.

3. Unless otherwise specified, the time period for all matters is January 1, 2021 to the present.

4. Your Rule 30(b)(6) designees shall bring to this deposition all documents reviewed, relied upon, or consulted in preparation for this deposition.

TOPICS FOR DEPOSITION

1. Your corporate organizational structure.

2. Your purported copyright ownership of each Asserted Work, Including the entire chain of title demonstrating the sequence of transfer of ownership from the original author to You, for each Asserted Work.

3. Creation of each Asserted Work, Including the ideation, composition of melody, rhythm and harmony, songwriting, lyric transcription, recording and publication, and the identity of songwriter(s), composer(s), lyricist(s), musician(s), and any other creator(s) or owner(s) for each Asserted Work.

4. Registration and/or first publication of each Asserted Work.

5. The existence, maintenance, and content of any deposit copies for each Asserted Work.

6. The copyright management information for each Asserted Work.

7. Efforts undertaken by You to enforce, or monitor for infringement of, Your copyright in the Asserted Works.

8. Efforts undertaken by You to enforce, or monitor for infringement of, Your copyright in lyrics.

9. Facts and circumstances relating to any allegation that any of Your Asserted Works infringes any Third Party's copyrights.

10. Your revenue, royalties, and/or profits generated by each Asserted Work from January 2019 to the present.

11. Your valuation of or financial projection regarding each Asserted Work from January 2019 to the present.

12. Amount paid or costs incurred by You to acquire the copyright in each Asserted Work, Including but not limited to any agreements concerning the royalties and/or compensation such songwriter(s), composer(s), musician(s), lyricist(s) or other creator(s) received for each Asserted Work.

13. Your "core business functions" that involve "representing and advocating for thousands of talented and created songwriters."

14. Your efforts, plans, or steps taken to market, exploit, or license each Asserted Work, including any revenue, profit, or royalties derived from such activities.

15. All licensing arrangements You have entered into for the reproduction, distribution, public display, and preparation of derivative works for each of your Asserted Works, Including the licensee(s), scope of license, duration, and payment arrangement.

16. Your efforts, plans, steps taken, or any revenue, profit or royalties derived from training Generative AI, Including by using the Asserted Works and/or other musical compositions.

17. Your efforts, plans, steps taken, or any revenue, profit or royalties derived from licensing musical compositions, Including but not limited to each Asserted Work, for use by Generative AI companies.

18. Your Communications with Third Parties regarding training Generative AI using musical compositions or licensing musical compositions for use by Generative AI companies.

19. Your evaluation, assessment, reports, summary of any impact or effect of Generative AI on the Asserted Works, Your other works, Your business, or the music industry.

20. All uses of Generative AI tools by You, including internal tools or models used, third-party Generative AI services licensed or deployed for business strategy, operations, and content

creation; and any training of Generative AI models using music compositions (including but not limited to lyrics).

21. Your awareness of, as well as Your Communications and interactions with, Anthropic prior to filing this lawsuit.

22. Your knowledge of uses of Claude by "third-party Claude users" "unaffiliated with Publishers," Including the bases that these users are unaffiliated with Publishers, and how many of those uses involved prompts seeking lyrics of Your works or outputs allegedly copying lyrics of Your works.

23. All websites or software applications (including those on Google Play or Apple App Store) where any Asserted Work, Including "identical and near-identical copies," "word-for-word cop[ies]," "almost verbatim cop[ies]," or "substantially similar" copies, is made available, whether or not such availability was authorized by You.

24. The following information related to Your investigation of Claude prior to bringing this Action:

a. The starting date of the investigation;

b. The total number of prompts You and/or Your Agent(s) entered into Claude or Claude API for the purpose of conducting the investigation;

c. The total number of prompts You and/or Your Agent(s) entered into Claude or Claude API requesting lyrics to songs and the total number of outputs received that included song lyrics;

d. The total number of times that You prompted Claude or Claude API by requesting lyrics to songs and did not receive an output containing the requested lyrics, including without limitation any instances where You received a refusal due to Claude or Claude API's guardrails;

e. For each Work that You and/or Your Agent(s) investigated, Identify the number of prompts You and/or Your Agent(s) entered in Claude or Claude API that requested lyrics to the Work and on which date.

25. Your alleged harm in this Action, Including efforts taken by You to minimize such harm.

26. The authenticity and admissibility of Documents produced by You in this case.