EXHIBIT 2

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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

PLAINTIFFS' SUPPLEMENTAL RESPONSES AND OBJECTIONS TO DEFENDANT'S INTERROGATORY NO. 2

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs Concord Music Group, Inc.; Capitol CMG, Inc.; Universal Music Corp., Songs of Universal, Inc., Universal Music – MGB NA LLC, Polygram Publishing, Inc., Universal Music – Z Tunes LLC (collectively, "UMPG"); and ABKCO Music, Inc. (collectively with UMPG, "Publishers") hereby supplement their response through the undersigned counsel to Defendant Anthropic PBC's ("Anthropic") First Set of Interrogatories ("Anthropic's Interrogatories") as follows:

PRELIMINARY STATEMENT

Each of Publishers' responses are subject to, and incorporate, the following statements and objections:

1. The following objections are incorporated into each of the following responses to these Interrogatories and shall be deemed continuing as to each Interrogatory and are not waived, or in any way limited, by subsequent objections and responses. Publishers reserve the right to assert additional objections to these Interrogatories as appropriate and to supplement these objections and responses. Plaintiffs may repeat an objection for emphasis in responses to individual Interrogatories, but the failure to repeat any objections does not waive any objection to the topic or Interrogatory.

2. Publishers will make reasonable efforts to respond to Anthropic's Interrogatories to the extent that no objection is made and as Publishers understand and interpret each Interrogatory. If Anthropic subsequently asserts any interpretation of any Interrogatory that differs from the interpretation of Publishers, Publishers reserve the right to supplement and amend their objections and responses. Publishers' objections and responses as set forth herein are made without prejudice to Publishers' right to assert any different, additional, or supplemental objections and responses as additional information becomes known to Publishers.

3. Publishers object to any Interrogatory that is premature and/or conflicts with any schedule for disclosure entered, or to be entered, by the Court.

4. Publishers object to any Definition, Instruction, or Interrogatory to the extent it is overbroad or unduly burdensome, or purports to impose upon Publishers any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of

Civil Procedure (Fed. R. Civ. P.), the Local Rules of this Court, or any other applicable rule. Publishers also object to any Definition, Instruction, or Interrogatory to the extent it purports to impose a duty or obligation on Publishers to conduct a search for information beyond a reasonably diligent search of Publishers' corporate files where Documents responsive to these Interrogatories would reasonably be expected to be found.

5. Publishers object to any Interrogatory to the extent it would impose a duty on Publishers to undertake a search for information for which Anthropic is equally able to search.

6. Publishers object to any Interrogatory that seeks information protected from disclosure by the attorney-client privilege, the attorney work product doctrine, the joint prosecution or common interest privilege, the self-criticism privilege, the anti-piracy privilege, or any other applicable privilege or immunity. The inadvertent production by Publishers of Documents containing information protected from disclosure by any such privilege or doctrine shall not constitute a waiver by Publishers of such protections.

7. Publishers object to any Interrogatory to the extent it is not limited in temporal scope. In responding to the Interrogatories, unless otherwise indicated, Publishers will limit their responses and will not furnish information from earlier than 2021.

8. Nothing contained herein is an admission relative to the existence of any information or Documents sought, to the relevance or admissibility of any response, or to the truth or accuracy of any statement or characterization contained in any particular Interrogatory.

9. Publishers' investigations are ongoing. Publishers' responses are based on information known and available to Publishers at this time. Publishers reserve the right to supplement or amend their responses, as provided in the Federal Rules of Civil Procedure and the Local Rules of this Court.

OBJECTION TO SPECIFIC DEFINITIONS

10. Publishers object to Definition No. 2 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1). Given the size and complexity of Publishers' corporate structures, the inclusion of ***all*** Publishers' "past or present, direct or indirect, subsidiaries, affiliates, divisions, business units, predecessors

in interest, successors, divisions, Employees, Agents, and attorneys" would not only unreasonably expand Publishers' burden of collection and review, but would also purport to subject Third Parties not in possession, custody, or control of relevant information in this litigation (the "Litigation") to discovery. Publishers will interpret "Plaintiffs," "Publishers," "You," or "Your" to mean the entities identified in Publishers' Complaint and, if any, affiliates under their control identified by Publishers to be in possession, custody, or control of potentially relevant and non-duplicative information.

11. Publishers object to Definition No. 4 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Definition, as worded, includes all compositions that that "may" be listed in an amended complaint. Although Publishers reserve the right to bring additional claims related to any of their musical compositions to which they own or control exclusive rights, Publishers cannot also be expected to search for and furnish information related to musical compositions for which they are not asserting claims. Accordingly, Publishers will interpret "Asserted Works" or "Publishers' Asserted Works" to mean the musical compositions that are listed in Exhibit A of the First Amended Complaint, ECF No. 337-2, and any additional compositions to which Publishers own or control exclusive rights listed in a subsequently amended complaint.

12. Publishers object to Definition No. 5 on the basis that it is vague and ambiguous to the extent the term "AI" is used independently of additional qualifying terms, since "artificial intelligence" alone can encompass, without limitation, any number of services, products, or things that relate to artificial intelligence, whether currently existing or not.

13. Publishers object to Definition No. 10 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because it purports to include persons or entities not within Publishers' control or employment, whether "active or retired . . . current or former." Publishers cannot compel production from persons or entities outside of their employment or control nor collect information outside their possession, custody, or control. Publishers will interpret "employee" to mean officer, employee, or partner of the designated entity, whether full-time or part-time, and compensated or not.

14. Publishers object to Definition No. 15 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because it purports to require Publishers to furnish more information than is required under the Federal Rules or any other applicable rule. Publishers further object to Definition No. 16 on the basis that it seeks information outside of Publishers' possession, custody, or control. Accordingly, Publishers will interpret "identify," "identity," and "identification" to mean, as the context shall make appropriate:

a. With respect to a person, to the extent known, the person's full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment;

b. With respect to a Document, to the extent known, the type of Document, general subject matter, date of the Document, and author(s), addressee(s) and recipient(s);

c. With respect to a telephone conversation, to the extent known, the participants' full names, present or last known place of employment, present or last known address, the date of the conversation, and the subject matter discussed;

d. With respect to an oral conversation other than a telephone conversation, to the extent known, the participants' full names, present or last known place of employment, present or last known address, the date of the conversation, and the subject matter discussed;

e. With respect to a corporation, partnership, association, or other entity, to the extent known, its full name and present or last known address; and

f. With respect to any event or action, to the extent known, the dates or approximate dates thereof, a description of what occurred, and all identifiable persons involved.

INTERROGATORY NO. 2: [1]

For each Asserted Work, describe in detail the computation of the amount of each type of monetary relief sought, including the amount of actual damages You claim to have suffered, the amount of Defendant's profits You seek to disgorge, and the amount of statutory damages You Claim to be entitled to.

PUBLISHERS' JANUARY 15, 2026 SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:

Publishers incorporate their Preliminary Statement, Objections to Specific Definitions, and Objections to Specific Instructions as if fully asserted herein. Publishers object to this Interrogatory to the extent that it is premature in that certain fact depositions have not yet been taken, expert discovery is still ongoing, and Publishers' investigation into the extent of Anthropic's infringement, including its willfulness in infringing, any profits it has enjoyed on account of its infringement, and the full extent of the damages inflicted upon Publishers, is still underway. Additionally, pursuant to 17 U.S.C. §§ 504 and 1203(c), Publishers have until any time before final judgment to make an election between actual damages and profits or statutory damages. Publishers further object to this Interrogatory as overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because it purports to require Publishers to "describe in detail the computation of the amount of each type of monetary relief sought" for "each Asserted Work." Publishers further object to this Interrogatory on the basis it purports to require Publishers to furnish information currently outside of Publishers' possession, custody, or control. For example, Anthropic has unilaterally, permanently altered its Claude prompt and output records to remove songwriter names, performing artist names, and names that appear in Publishers' song titles and lyrics, such that it now appears to be impossible to search and identify all such infringing prompt and output records. Publishers further object to this Interrogatory because it contains multiple distinct topics that should be separately numbered interrogatories.

Subject to and without waiving the foregoing objections, Publishers respond as follows:

[1] Formerly Interrogatory No. 3 prior to Anthropic withdrawing formerly-served Interrogatory No. 2, pursuant to the Parties' December 17, 2024 agreement.

Publishers are entitled to an award of damages on their claims for direct and secondary copyright infringement (Counts I–III), amounting to either their actual damages and Anthropic's profits from infringing Publishers' works, pursuant to 17 U.S.C. § 504(b), or statutory damages in an amount of up to $150,000 per infringement, pursuant to 17 U.S.C. § 504(c). Publishers are entitled to elect between actual and statutory damages at any time before final judgment is rendered. 17 U.S.C. § 504(c)(1).

Both Publishers' actual and statutory damages depend on the extent of Anthropic's infringement of Publishers' works. Anthropic's failure to produce complete discovery regarding its exploitation of Publishers' works has made it impossible for Publishers to determine the full scope of Anthropic's infringement or compute the full amount of their resulting damages. To date, Anthropic has refused to search for or produce anything close to the full set of Claude prompts and output infringing Publishers' works, thereby concealing vast swaths of evidence of its own infringement in its possession. Further, Anthropic has also unilaterally, permanently altered its Claude prompt and output records to remove songwriter names, performing artist names, and names that appear in Publishers' song titles and lyrics, such that it now appears to be impossible to search for and identify all infringing prompt and output records. Anthropic's failure to produce complete discovery and its alteration of its records has prevented Publishers from determining the full extent of Anthropic's infringement of their works and their resulting damages.

At a minimum, Publishers have identified at least 499 instances of Anthropic's willful infringement of their copyrighted musical compositions, amounting to maximum statutory damages of $74,850,000. Publishers have also identified at least 1,809 instances of Anthropic's violations of 17 U.S.C. § 1202(b), amounting to maximum statutory damages of $45,225,000. *See* 17 U.S.C. §§ 504(c), 1203(c)(3)(B),

A. § 504 Statutory Damages

Publishers are entitled to maximum statutory damages on their direct and secondary copyright infringement claims. Publishers have alleged, and discovery produced by Anthropic has shown, that Anthropic's infringement was willful. *See, e.g.,* ECF Nos. 41, 92, 179, 225, 337; expert reports of Dr. Michael Smith, dated Dec. 19, 2025; Dr. Ben Zhao, dated Dec. 19, 2025; Dr. Shawn

Shan, dated Dec. 19, 2025; Dr. Robert Leonard, dated Dec. 19, 2025; and Joshua Dennis, dated Dec. 19, 2025; depositions of Anthropic employees Daniela Amodei, Dario Amodei, Dawn Drain, Deep Ganguli, Jared Kaplan, Ben Mann, Vinay Rao, Pranay Sangani, and Tom Turvey.

A variety of evidence, both direct and circumstantial, supports Publishers' entitlement to maximum statutory damages, including, but not limited to, evidence related to the revenue lost as a result of Anthropic's infringements, the profits earned by Anthropic as a result of the infringement, *see e.g.,* Anthropic_0000239985, Anthropic_000441649, the need to deter Anthropic and other AI companies from infringing rightsholders' works, and the need to penalize Anthropic for its infringements (including based on Anthropic's significant financial resources), the circumstances of Anthropic's infringements, and the willful and intentional nature of Anthropic's infringements. *See, e.g.*, ECF Nos. 41, 92, 179, 225, 337; depositions of Anthropic employees Daniela Amodei, Dario Amodei, Dawn Drain, Deep Ganguli, Jared Kaplan, Ben Mann, Vinay Rao, Pranay Sangani, and Tom Turvey; expert reports of Dr. Michael Smith, dated Dec. 19, 2025; Dr. Ben Zhao, dated Dec. 19, 2025; Dr. Shawn Shan, dated Dec. 19, 2025; Dr. Robert Leonard, dated Dec. 19, 2025; and Joshua Dennis, dated Dec. 19, 2025.

Accordingly, based on the current 499 Works in Suit, Publishers are entitled to up to $74,850,000 in statutory damages (applying the maximum statutory damages amount of $150,000 for the willful infringement of each Work in Suit). *See* 17 U.S.C. § 504(c).

B. Actual Damages

Publishers have also suffered actual damages in the form of, among other damages, lost licensing income related to the reproduction, distribution, display, and preparation of derivative works based on Publishers' works, including with respect to both AI training input and AI output, the loss of the underlying value of and demand for Publishers' works, and harm to the market for Publishers' works and market dilution in the form of market substitutes that will compete with Publishers' musical compositions in the market. *See, e.g.*, Publishers' Declarations in Support of Motion for Preliminary Injunction, ECF No. 182 ¶¶ 47–55; ECF No. 184 ¶ 19; ECF No. 185 ¶ 21; ECF No. 186 ¶ 25; ECF No. 187 ¶¶ 21–23; Expert Report of Dr. Michael Smith, dated Dec. 19, 2025, Expert Report of Joshua Dennis, dated Dec. 19, 2025. Anthropic's conduct has also deprived

Publishers of licensing income for AI training data purposes by suppressing demand for AI training data licensing and damaging Publishers' ability to license its works in connection with AI training from an equal bargaining position, including because Anthropic's conduct has normalized the unlicensed acquisition of copyrighted works among other AI companies and the consumer public at-large. *See, e.g.*, *id.* Anthropic has also increased the transaction costs associated with licensing Publishers' copyrighted works for AI training by refusing to disclose whether Anthropic uses a rightsholder's works to train its models. *See, e.g.*, *id.*

Publishers calculate these actual damages using a variety of evidence, both direct and circumstantial, including, but not limited to, Publishers' lyric license agreements with various third parties such as LyricFind, Anthropic's profits and revenues, *see e.g.,* Anthropic_0000239985, Anthropic_000441649, Anthropic's Claude prompt and output records, and other related discovery, as well as Publishers' testimony regarding the value and demand for their works and Anthropic's impact on the market and consumer sentiments. *See e.g.*, Publishers' Declarations in Support of Motion for Preliminary Injunction, ECF No. 182 ¶¶ 47–61; ECF No. 184 ¶ 19–27; ECF No. 185 ¶ 21–29; ECF No. 186 ¶ 20–28; ECF No. 187 ¶¶ 20–31; deposition testimony of Publishers' witnesses, including Alisa Coleman, William Pittenger, David Kokakis, and Duff Berschback; Expert Report of Dr. Michael Smith, dated Dec. 19, 2025; Expert Report of Joshua Dennis, dated Dec. 19, 2025.

Publishers also have been harmed by the displacement of Publishers' revenue from other licensed uses as a result of Anthropic's conduct, including, for example, displacement of revenue from Publishers' licensing agreements with lyric websites and lyric aggregators with which Publishers have licensing agreements, such as Genius, LyricFind, and MusixMatch. *See, e.g.*, ABKCO_0000000052; ABKCO_0000000328; ABKCO_0000000045; UMPG_0000000311; UMPG_0000018093; UMPG_0000000335; CONCORD_0000000168; CONCORD_00000002121; Expert Report of Dr. Michael Smith, dated Dec. 19, 2025. Publishers have also suffered lost licensing revenue from Anthropic (*i.e.*, what Anthropic would have paid to license Publishers' works). *See, e.g.*, Anthropic_0000441006; UMPG_0000020235; Anthropic_0000429496; Expert Report of Dr. Michael Smith, dated Dec. 19, 2025.

C. Anthropic's Profits

Publishers also intend to demonstrate Anthropic's profits attributable to the unauthorized use of their works. This analysis relies, among other things, on the volume of infringing outputs Anthropic generated during the relevant period, the revenues Anthropic generated from Claude users who prompted Claude to generate outputs containing lyrics from Publishers' Works-in-Suit, and potential licensing expenses Anthropic saved by obtaining unlicensed copies of Publihsers' works. *See* Expert Report of Dr. Michael Smith, dated Dec. 19, 2025; Expert Report of Joshua Dennis, dated Dec. 19, 2025.

D. § 1202 Statutory and Actual Damages

Publishers are entitled to an award of damages on their claims against Anthropic for its removal or alteration of their copyright management information, in violation of 17 U.S.C. §§ 1202(b)(1) and (3) (Count IV), amounting to either Publishers' actual damages and Anthropic's profits attributable to the violation, pursuant to 17 U.S.C. § 1203(c)(2), or statutory damages in an amount of up to $25,000 per violation, pursuant to 17 U.S.C. § 1203(c)(3). Publishers are entitled to elect between actual and statutory damages at any time before final judgment is rendered. 17 U.S.C. § 1203(c)(2)–(3).

Publishers' actual and statutory damages on these claims depend on the extent of Anthropic's violations of Publishers' rights. As detailed above, Anthropic's ongoing failure to produce complete discovery regarding its exploitation of Publishers' works has so far made it impossible for Publishers to determine the full scope of Anthropic's violations of 17 U.S.C. §§ 1202(b)(1) and (3) with respect to these works. As a result, Publishers have been prevented from computing the full extent of Anthropic's violations and their resulting damages.

Nevertheless, at a minimum, Publishers have identified at least one violation of 17 U.S.C. § 1202(b)(1) with respect to copyright management information Anthropic removed from copies of lyrics used for training data for each of the 499 Works in Suit. *See* Expert Report of Shawn Shan, dated Dec. 19, 2025. Plaintiffs have further identified an additional 1,309 violations of 17 U.S.C. § 1202(b)(1) and/or (3) with respect to outputs containing lyrics and lacking copyright-management information for the 499 Works in Suit. *See* Expert Report of Joshua Dennis ¶¶ 15,

142, 229–232, dated Dec. 19, 2025 (identifying 811 Work-in-Suit outputs containing lyrics and lacking copyright-management information); Amended Complaint, Exhibit B, ECF No. 337-2 (attaching 499 Work-in-Suit outputs containing lyrics and lacking copyright-management information); Declaration of Dan Seymour, ECF No. 49; Declaration of Michael Candore, ECF No. 96; *see also* Expert Report of Dr. Robert Leonard, dated Dec. 19, 2025. Publishers are entitled to maximum statutory damages of $25,000 per violation of 17 U.S.C. §§ 1202(b)(1) and (3) totaling $45,225,000, for the same reasons as identified above, including because Anthropic's violations were intentional and willful.

Publishers have also suffered actual damages from Anthropic's violations of 17 U.S.C. §§ 1202(b)(1) and (3). Publishers' copyright management information that Anthropic has removed and altered is the means by which Publishers' copyrighted lyrics are identified, ensuring that Publishers' songwriters receive the credit and goodwill that they deserve for their artistic works, and are protected against unauthorized exploitation and misuse. *See* Expert Report of Dr. Michael Smith, dated Dec. 19, 2025; *see also, e.g.*, Publishers' Declarations in Support of Motion for Preliminary Injunction, ECF No. 182 ¶¶ 47–61; ECF No. 184 ¶ 19–27; ECF No. 185 ¶ 21–29; ECF No. 186 ¶ 20–28; ECF No. 187 ¶¶ 13, 20–31. Publishers show and calculate these actual damages using a variety of evidence, both direct and circumstantial, including, but not limited to, Publishers' lyric license agreements with various third parties such as LyricFind, Anthropic's Claude prompt and output records, and other related discovery, as well as Publishers' testimony regarding the importance of copyright management information and attribution.

Publishers state that information responsive to this Interrogatory may be found in the deposition testimony of Publishers' witnesses, including Alisa Coleman, William Pittenger, David Kokakis, Duff Berschback, and Michael Candore, and Anthropic employees Daniela Amodei, Dario Amodei, Dawn Drain, Deep Ganguli, Jared Kaplan, Ben Mann, Vinay Rao, Pranay Sangani, and Tom Turvey. Publishers further state that information responsive to this Interrogatory may be found in the expert reports of Dr. Michael Smith, dated Dec. 19, 2025; Dr. Ben Zhao, dated Dec. 19, 2025; Dr. Shawn Shan, dated Dec. 19, 2025; Dr. Robert Leonard, dated Dec. 19, 2025; and Joshua Dennis, dated Dec. 19, 2025.

Publishers' actual and statutory damages analysis may rely on additional information produced by Anthropic in discovery. As of the date of this supplemental response, Publishers have not yet deposed Anthropic employee Tom Brown.

Dated: January 15, 2026

Respectfully submitted,

/s/ Timothy Chung

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CERTIFICATE OF SERVICE

I hereby certify that on January 15, 2026, I caused the foregoing document to be served on the following counsel via email:

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