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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 ALISA COLEMAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT FILED UNDER SEAL

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

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

1. I am the Chief Operating Officer of ABKCO Music, Inc. ("ABKCO"). I joined ABKCO in 1985 and I have held various positions throughout my 40-year career at ABKCO, including my current position. As COO, I look after many aspects of ABKCO's business, but my primary responsibility is overseeing and managing the licensing of our musical compositions, including licenses involving lyrics. Outside of my role at ABKCO, I have held positions at various music publishing associations and societies, including acting as President of the Association of Independent Music Publishers, serving as a member of the Board of Review at the American Society of Composers, Authors and Publishers ("ASCAP"), and most recently serving as Chair of the Board of Directors at the Mechanical Licensing Collective.

2. I submit this Declaration on behalf of Plaintiff ABKCO in support of Plaintiffs' Motion for Partial Summary Judgment.

3. I have personal knowledge of the information contained in this Declaration through employment with ABKCO and based on my review of the documents referenced below. If called upon as a witness, I could and would testify competently to the information contained herein.

I. ABKCO'S COPYRIGHT REGISTRATION PRACTICES

4. ABKCO is a leading independent music publisher. ABKCO was founded in the late 1950s and is one of the last remaining family-owned and operated music publishing companies. It owns and/or controls exclusive rights with respect to copyrighted musical compositions written by Sam Cooke, Mick Jagger and Keith Richards, Ray and Dave Davies (of The Kinks), Bobby Womack, and many others. ABKCO's copyrights in these compositions protect both their lyrics and the underlying melodies, harmonies, and rhythms.

5. ABKCO works to develop and support its hundreds of songwriters. This involves fostering their creative process, registering and protecting their copyrights, promoting the songwriters and their works, and otherwise ensuring that they are duly compensated for their creative efforts. The commercial licensing of our songwriters' copyrighted works is a crucial part of ABKCO's business. This often includes licensing the lyrics to those works.

6. My first position at ABKCO was in the copyright department where my responsibilities included handling the applications for the registration of copyright of ABKCO's

works with the United States Copyright Office ("USCO"). ABKCO's copyright department continues to report to me to this day.

7. It is ABKCO's practice to timely apply for copyright registration with the USCO for each of its works. That application includes a completed application form, the filing fee, and a copy of the relevant work, the so-called "deposit copy."

8. During my tenure at ABKCO, the deposit copies we have submitted to the USCO have generally been a copy of the commercial sound recording of the musical composition. When I started at ABKCO in 1985, that recording was typically a cassette tape, sometimes submitted together with sheet music. Shortly thereafter, CDs became the dominant format for commercial sound recordings and that was the form most deposit copies took. In recent years, ABKCO has delivered MP3 files on flash drives and more recently has electronically transmitted a digital file.

9. Naturally in the course of my work at ABKCO, I would have occasion to refer back to earlier copyright registration files, and I therefore am generally aware of the registration practices of the company prior to my joining. It is my understanding that before 1984, deposit copies for musical compositions took the form of sheet music, including the musical notes and lyrics of the piece. In 1984, the USCO issued the second edition of its Compendium of Copyright Office Practices, which permitted phonorecords (sound recordings or records) to be used as deposit copies for the registration of musical works.[1] Shortly thereafter, ABKCO began to submit sound recordings as deposit copies of musical compositions, consistent with this regulation.

10. Where possible, ABKCO seeks to preserve a copy of any sheet music used as the deposit copy. There is no legal requirement to keep these copies. Of the 25 ABKCO Works in Suit (the "ABKCO Works"), ABKCO produced 19 copies of sheet music I believe are copies of the deposits submitted to the USCO with those registrations.

11. For any compositions for which we have not preserved the deposit, we nevertheless can determine with reasonable assurance what the lyrics to the composition were. Songwriters

[1] United States Copyright Office, *Compendium II, Compendium of Copyright Office Practices* §§ 405, 405.03, (2d ed. 1984), https://www.copyright.gov/history/comp/compendium-two.pdf.

typically submit their compositions for copyright registration when they or another singer intends to record the song and release it commercially as a sound recording. Therefore, even if a copy of the sound recording was not used as the official deposit copy, it would still accurately reflect the music and lyrics of the composition. In addition, the composition would often be released for sale as sheet music at roughly the same time as the work was registered, so those copies would also effectively be duplicates of the version submitted as a deposit.

12. And in later years when the deposit took the form of the sound recording, we are similarly reasonably assured that the readily available sound recordings reflect the copies deposited with the USCO. In addition, as discussed above, most of ABKCO's compositions including all of the ABKCO Works are available online through one of its lyrics-aggregator licensees. This is true not just for the newer works but the older works too. All are identical or nearly identical to the deposit copy for a given work.

13. As attested in my prior declaration (ECF No. 185), for purposes of this case, I have confirmed that the lyrics to the ABKCO Works in Suit available on the lyric aggregator LyricFind.com are genuine and materially accurate.

II. ABKCO'S BUSINESS AND LICENSING PRACTICES

14. ABKCO works to protect its songwriters and their copyrighted works to ensure their creative efforts are rewarded and encouraged.

15. As a large part of this mission, ABKCO negotiates and administers licenses to copyrighted works on behalf of its songwriters, which may include the rights to reproduce, display, distribute, or create derivative works from ABKCO' catalogs. In addition, ABKCO collects and distributes royalties earned by its catalog of copyrighted works to its songwriters.

16. Licensing or otherwise granting permission and authorization for the use of musical compositions—including for use of lyrics in various forms—is a key component of ABKCO's business and a fundamental means by which its songwriters earn a living while retaining control over the exploitation of their works.

17. ABKCO licenses the ABKCO Works (along with various other works from its catalog) and their accompanying lyrics for a variety of uses, including sound recordings (which

may include remixes or samples), public performances, printed sheet music, commercials, advertisements, motion pictures, and television shows. In addition, ABKCO licenses its works for use in other physical forms, such as general merchandise, books and magazines, and greeting cards.

18. Importantly, ABKCO licenses its works, including the ABKCO Works, to digital platforms and services like lyric aggregators, lyric websites (which may include lyric translation), and karaoke products.

19. ABKCO has licensed lyrics to both the ABKCO Works and other works in its catalog to lyric "aggregators," such as LyricFind.com (ABKCO_0000000052) and Musixmatch.com (ABKCO_0000000045) granting them the right to distribute ABKCO's lyrics through their own websites. These lyrics display licenses often permit the aggregators the right to in turn sublicense ABKCO's lyrics to other lyric websites and digital services, subject to certain use limitations and requirements.

20. Additionally, ABKCO has also licensed to lyric websites such as Genius.com (ABKCO_0000000328), and to various other digital services, including Apple Music (ABKCO_0000000025), Meta (Facebook and Instagram) (ABKCO_0000000414), Snapchat (ABKCO_0000001313), TikTok (ABKCO_0000000304), and YouTube (ABKCO_0000000369; ABKCO_0000000398), among others.

21. Through these licensed channels (among others), authorized copies of the lyrics to the works in ABKCO's catalog (including the ABKCO Works) are widely available to the public. This model allows consumers to enjoy ABKCO's lyrics in an authorized manner, and provides them with a variety of ways to identify songs based on lyrics or other identifying characteristics, look up lyrics to specific songs, and more.

22. As mentioned, these lyrics display licenses (and other licenses) include a number of restrictions and requirements for the use of ABKCO's works, including the ABKCO Works, to protect the rights and artistic visions of its songwriters.

23. Of particular note, one of the safeguards ABKCO frequently includes in its licenses is an explicit requirement that the licensees include proper attribution for the songwriter(s), musical artist, and/or publisher, and clear indication that the song is copyrighted.

24. For example, [redacted] A true and correct copy of this agreement bearing bates number ABKCO_0000000045 is attached hereto as **Exhibit A.**

25. Likewise, [redacted] A true and correct copy of this agreement bearing bates number ABKCO_0000000328 is attached hereto as **Exhibit B.**

26. These attribution requirements are crucial in the music publishing industry. They ensure that songwriters, including ABKCO's songwriters, receive the credit they are due for their creative labor, which often translates to reputational benefits, growing their artist profile, and new business opportunities with music industry participants (like ABKCO). Moreover, display of copyright notice information and proper credit helps direct potential licensees to ABKCO as the licensor, creating yet another avenue for ABKCO to grow its business. Displaying ABKCO's lyrics without this copyright management information causes significant business and reputational harm to both ABKCO and its songwriters.

III. THE HARM ANTHROPIC AND OTHER UNAUTHORIZED USE HAS CAUSED ABKCO

27. Anthropic and other generative AI companies have caused and will continue to cause significant harm to ABKCO and its songwriters in multiple ways.

28. First, when Anthropic's AI model Claude outputs the lyrics to the ABKCO Works, this is an unauthorized use of ABKCO's copyrighted work. Anthropic has not sought any license to do so. Moreover, Anthropic has not and does not compensate ABKCO for this display. This is obviously a lost licensing opportunity; ABKCO would be very willing to engage in good faith negotiations with Anthropic for the use of its catalog to train the Claude model or for other use.

29. Second, Anthropic's failure to pay for a license to use ABKCO's works has a knock-on effect on the value of ABKCO's licenses more generally. By setting an example that ABKCO's lyrics can be taken and used commercially for free, Anthropic signals to other licensees that ABKCO's lyrics are not as valuable as they were previously understood to be, and these other licensees then don't want to pay for musical compositions when their competitors do not.

30. As I explained in my deposition, several of our lyric-aggregator licensees have expressed concern to us that if users are able to get lyrics for free from AI models, advertising revenue will decrease and eat into their bottom lines; this is particularly worrying, as most lyric aggregators' business models rely heavily on ad revenue. This concern has a direct impact on licensees' willingness to pay us for our catalog. ABKCO's royalties from lyrics licensing have been flat in recent quarters. At least some portion of this may be due to the downward pressure of large AI platforms.

31. Third, as discussed, Anthropic's display of lyrics without attribution harms ABKCO's and its songwriters' reputations because they are not receiving the credit to which they are due, and potential licensees (to the extent licensees are still interested in seeking a license with ABKCO) cannot determine where to go to license the use of the ABKCO Works. And the absence of attribution emboldens other users to continue to share unauthorized copies of ABKCO's lyrics without proper remuneration.

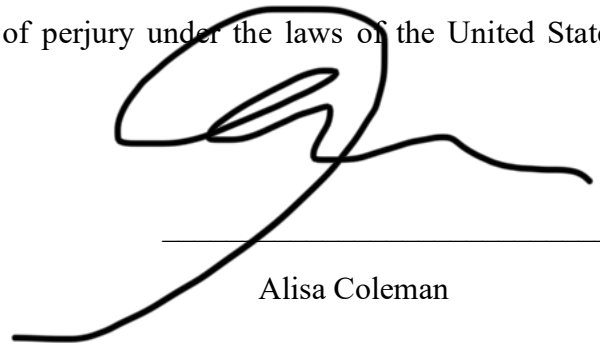
32. Fourth, when companies infringe ABKCO's works with impunity, it erodes the trust our songwriters have put in ABKCO to protect their copyrighted works and the attendant rights, causing significant harm to the relationships that underpin ABKCO's entire business.

33. Fifth, as I explained in my deposition, as more compositions flood the music marketplace, the pool of royalty revenue from streams and other uses of music will be diluted, drawing compensation away from human-created work in favor of AI-generated tracks (which may have been created with AI models trained on stolen or unauthorized works). This dilution will directly impact existing and future songwriters.

34. Similarly, it is likely that television, advertising, and motion picture producers will become more inclined to substitute human tracks for an AI-created work, particularly for a background "mood setting" purpose, instead of paying more for a human-created composition.

35. The impact of this dilution will be felt more strongly among emerging artists. Certainly, the works of established artists like the Rolling Stones and Sam Cooke will continue to be licensed. But even these "superstar" artists are not immune from the potential dilutive harm of AI-generated works. And lesser-known artists, without a strong and lasting fanbase, may be more easily replaced by AI. This will ultimately impoverish not just music publishers and young songwriters but society as well.

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



Alisa Coleman

Executed this 20th day of March, 2026 in Boca Raton, Florida.

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