EXHIBIT 104

(FILED UNDER SEAL)

1

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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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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[redacted]

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[redacted]

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[redacted]

(Exhibit 7, was marked for identification.)

BY MR. HOLTZBLATT:

Q. Mr. Berschback, I've marked as Exhibit 7 a document marked Concord -- Bates stamped Concord 15651.

Do you see Exhibit 7?

A. I do.

Q. Exhibit 7 is a copy of sheet music for "We Built This City," correct?

A. Some people would describe this as sheet music. Others would describe it as a lead sheet. But, yes. You calling it sheet music is fair.

Q. Okay. And this is a -- this lead sheet, sheet music -- I'll use your term. This lead sheet is for "We Built This City" from Rock of Ages, right?

A. That's what it says.

Q. Now, Exhibit 7 is what Concord has submitted in this litigation as the deposit copy for "We Built This City."

Is that your understanding?

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MR. KAPLAN: Form objection.

THE WITNESS: I'd have to go back and look at our submissions to see if "We Built This City" is one of the compositions, the works in suit, for which we possessed and submitted a deposit copy.

MR. HOLTZBLATT: I'm sorry. Let me -- I think you may have misunderstood my question.

BY MR. HOLTZBLATT:

Q. In this litigation, Anthropic has asked Concord to produce in the litigation what Concord believes is the deposit copy for each of the Concord works in suit.

Do you understand that?

A. I do.

Q. And Exhibit 7 is what Concord has produced as the deposit copy for the works -- the work "We Built This City."

Do you understand that?

A. I do.

Q. This -- Exhibit 7 is a lead sheet for a Broadway musical, right, the Rock of Ages?

MR. KAPLAN: Form objection.

THE WITNESS: I don't actually know that to be true.

BY MR. HOLTZBLATT:

Q. Why is it labeled "We Built This City' from

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THE WITNESS: Well, let's see. The ones listed in -- is it Exhibit 3?
MR. HOLTZBLATT: Exhibit 3 is your declaration, and Exhibit 11 is the list of sites.
THE WITNESS: Okay. So your question is what other aggregators and lyric websites beside lyricfind.com do we have -- or have we ever had a licensing relationship with?
BY MR. HOLTZBLATT:
Q. No. Let me clarify the question.
So in your declaration, you say that Concord has executed licenses with various lyrics websites and lyrics aggregators, right?
A. Okay.
Q. And then in the response to Interrogatory No. 25, as you've identified, there are a number of websites and applications that you've identified Concord having a license agreement with, correct?
A. Having executed a license agreement with.
Q. Okay. Is there anyone that's not listed on Exhibit 11 -- in the list of Exhibit 11 that Concord currently has a license agreement with to permit the display or use of the lyrics in Concord's works?
A. Not to my knowledge.
Q. To look at an example here, lyricfind.com.

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You're familiar with lyricfind.com?
A. Yes.
Q. Someone who wants to visit the website lyricfind.com can search for a particular work for which Concord has the rights, correct?
A. They can.
Q. When they do that, it will -- lyricfind.com will display the lyrics that lyricfind.com has for that particular work, correct?
A. That's my understanding, yes.
Q. You don't need an account or a password to see the lyrics on lyricfind.com, correct?
A. I don't believe so, no.
Q. Anyone can go online and just look at the lyrics for particular Concord works at lyricfind.com?
A. Well, I've never actually personally used lyricfind.com, so I don't know about the statement of anybody can go on there and access the lyrics with or without permissions or payments or whatever.
Lyricfind is mostly, as we point out in the other exhibit, an aggregator that sublicenses to other companies and applications and sites that offer products that incorporate lyrics.
Q. Is there any website that you have gone to to view the lyrics for particular songs?

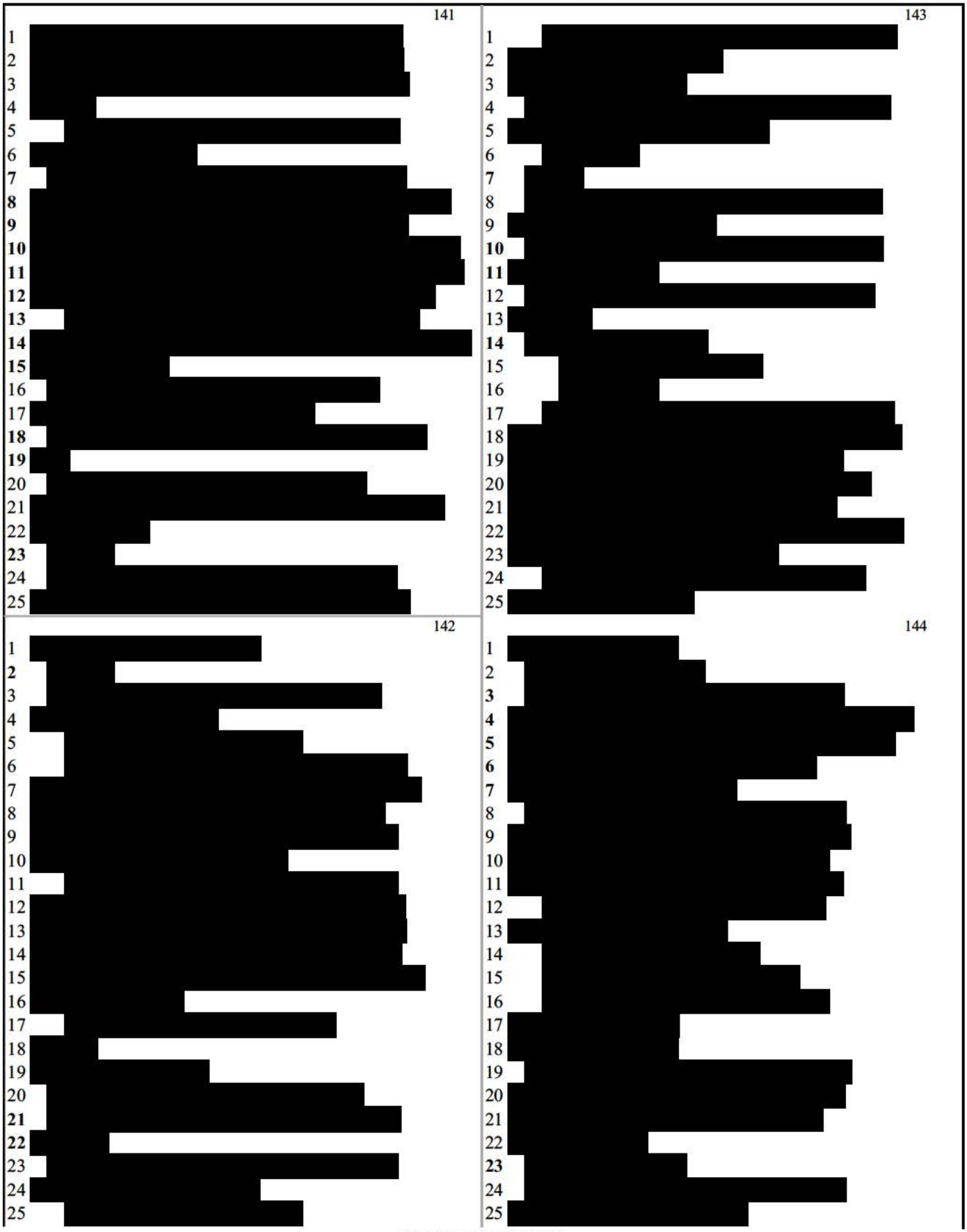
123

A. Yeah.
MR. KAPLAN: Objection to form.
Go ahead.
THE WITNESS: I mean, I will typically -- I'll sometimes use Genius and sometimes do just a simple Google search, both of which are -- have been licensed by Concord.
BY MR. HOLTZBLATT:
Q. And to view the lyrics at genius.com, for example, you don't need a password or an account to view the lyrics for a particular song?
A. That's right.
Q. So with respect to genius.com, for example, anyone could go online and view the lyrics to any of Concord's works that are included on genius.com?
A. Yes.



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[redacted]

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[redacted]

Q. Now, in paragraph 14 of Exhibit 3 of your declaration, you talk about one of the reasons for licensing the lyrics is so that authorized copies of the lyrics to the Concord works are widely disseminated and available to the public.

Did I read that correctly?

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A. What it says is, "Through this licensing market, Concord has the ability to determine the optimal lyric service partners such that authorized copies of the lyrics to the Concord works are widely disseminated and available to the public." Yes, that's what it says.

Q. But you view it as important that authorized copies of the lyrics to the Concord works be widely disseminated and available to the public?

MR. KAPLAN: Form objection.

THE WITNESS: Well, the business that we're in is, at its core, on the business side of it, a licensing business. And the more people who have access to, under the terms determined by us, to our works, whether they are on digital service providers or on authorized lyric sites or otherwise, the better. Because that means you're getting music to people. People are enjoying music. They're paying for music. Songwriters are being regarded. We get to invest in songwriters. That's the core of the business.

BY MR. HOLTZBLATT:

Q. Now, you've talk about one benefit of disseminating the lyrics widely is that that generates revenues directly from the licensees, right?

A. That's right.

Q. Is another benefit that it stimulates interest

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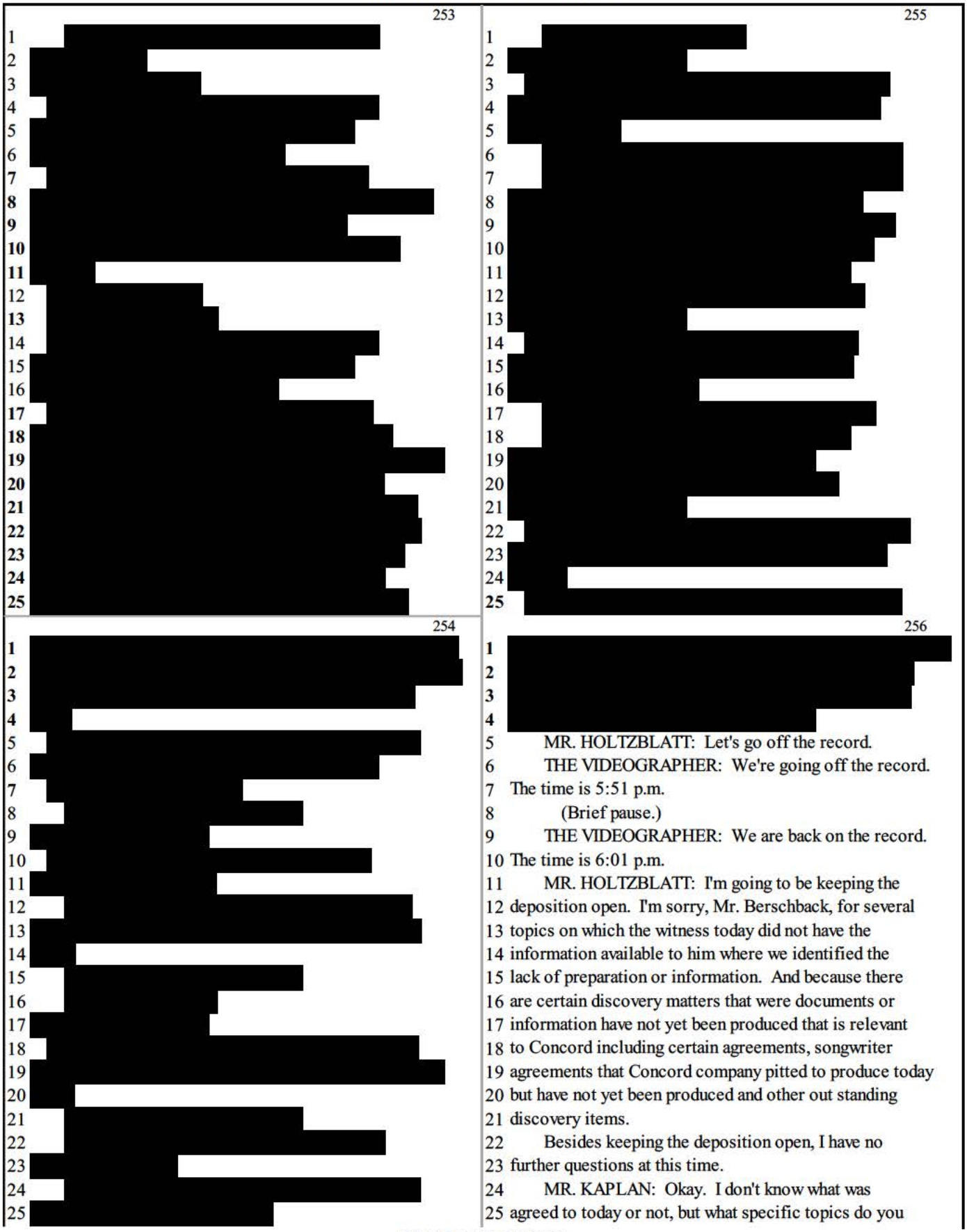
in the artists, the songwriters, the music?

MR. KAPLAN: Form objection.

THE WITNESS: It can.

BY MR. HOLTZBLATT:

[redacted]



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MR. HOLTZBLATT: Let's go off the record.
THE VIDEOGRAPHER: We're going off the record. The time is 5:51 p.m.
(Brief pause.)
THE VIDEOGRAPHER: We are back on the record. The time is 6:01 p.m.
MR. HOLTZBLATT: I'm going to be keeping the deposition open. I'm sorry, Mr. Berschback, for several topics on which the witness today did not have the information available to him where we identified the lack of preparation or information. And because there are certain discovery matters that were documents or information have not yet been produced that is relevant to Concord including certain agreements, songwriter agreements that Concord company pitted to produce today but have not yet been produced and other out standing discovery items.
Besides keeping the deposition open, I have no further questions at this time.
MR. KAPLAN: Okay. I don't know what was agreed to today or not, but what specific topics do you

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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 Mckinley

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
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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] To [redacted]; Misremembered
140	4-5	Change [redacted] To [redacted]."; Misremembered
140	10-12	Change [redacted]" To [redacted]; Misremembered

No. 602002

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]' To [redacted]"; Misremembered
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

Re: Deposition of **Duff Berschback, Designated Representative & Individually**
Date: 10/10/2025
Case: Concord Music Group -v- Anthropic
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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)