EXHIBIT 121

(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-SVK

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

30(b)(1) and 30(b)(6) DEPOSITION OF
DAVID BENJAMIN KOKAKIS
LOS ANGELES, CALIFORNIA
TUESDAY, NOVEMBER 11, 2025

Reported by: Aileen Neitzert, CSR No. 5318
Job No.: 605682

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30(b)(1) and 30(b)(6) DEPOSITION OF DAVID BENJAMIN KOKAKIS, taken on behalf of the Defendant, at 350 South Grand Avenue, Suite 2400, Los Angeles, California, beginning at 9:11 a.m., on Tuesday, November 11, 2025, before Aileen Neitzert, Certified Shorthand Reporter No. 5318.

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APPEARANCES:

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Harut Hakopyan, Videographer

JoAn Cho, In-house Counsel, Universal

Ian Chen, In-house Counsel, Anthropic PBC (appearing via videoconference)

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Tuesday, November 11, 2025; 9:11 a.m.
Los Angeles, California
- - -
THE VIDEOGRAPHER: Here begins media number 1 in the videotaped deposition of David Kokakis in the matter of David Kokakis -- excuse me, in the matter of Concord Music Group versus Anthropic in the United States District Court, Northern District of California, San Jose Division, case number 24-CV-03811-EKL-SVK. Today's date is November 11, 2025. The time on the video monitor is 9:11 a.m. Pacific time. The videographer today is Harut Hakopyan representing Planet Depos. This video deposition is taking place at 350 South Grand Avenue, Suite 2400, Los Angeles, California 90071.
Would counsel please voice-identify themselves and state whom they represent, starting with the taking attorney.
MR. TOMPROS: Good morning. This is Louis Tompros from Wilmer Cutler Pickering Hale and Dorr, LLP, joined by my -- by Zoom by my colleague Stephanie Lin from the same firm, and also by Ian Chen from Anthropic, all representing Anthropic PBC, the defendant.
MR. KAPLAN: This is Alex Kaplan of Oppenheim + Zebrak representing the plaintiffs in the case and the witness today. And with me is JoAn Cho who is in-house counsel at Universal Music Publishing.
THE VIDEOGRAPHER: The court reporter today is Aileen Neitzert representing Planet Depos. The witness will now be sworn.
THE REPORTER: My name is Aileen Neitzert. My California CSR number is 5318.

DAVID BENJAMIN KOKAKIS,
having first been duly sworn by the reporter, was examined and testified as follows:

EXAMINATION

BY MR. TOMPROS:
Q. Good morning, Mr. Kokakis.
A. Good morning.
Q. Could you please state your full name and business address.
A. Yes. David Benjamin Kokakis. I work at Universal Music Publishing Group, and the address is 2105 Colorado Avenue, Santa Monica, California 90404.
Q. Have you given testimony at a deposition previously?
A. Yes, I have.
Q. How many times?
A. I'm not certain of the exact number, but perhaps four or five.
Q. Have you given testimony in a court before?
A. Yes, I have.
Q. How many times?
A. In connection with my profession or personally or both?
Q. Both, please.
A. Both? I can't recall the exact number, but perhaps three or four.
Q. And with regard to the depositions that you've given, how many of those were in a professional capacity?
A. All of them.
Q. And what was the subject matter of those cases?
A. Copyright infringement.
Q. And was your testimony during the course of your work at Universal?
A. Yes.
Q. What were those cases?
A. I can't recall all of them, but I know that one was -- and perhaps the most recent one was in connection with an ISP case, an internet service provider. It was either Cox or Charter Bright House.
Q. And do you recall any of the others?
A. I don't.
Q. And with regard to the courtroom testimony that you've given in a professional capacity, what was the nature of those cases?
A. That was also an internet service provider case. Again, either Cox or Charter Bright House. I can't recall which.
Q. You understand that you've taken an oath to tell the truth here today, right?
A. Yes.
Q. Are you presently under the influence of any alcohol, medication, or drugs that would impair your ability to testify truthfully here today?
A. No.
Q. And is there any other reason that you cannot give your best testimony here today?
A. No.
Q. I'm going to ask you questions. If there's anything about any of my questions that you don't understand, please let me know. Okay?
A. Okay.
Q. And if you answer a question, I'm going to assume that you understood it. Is that fair?
A. Yes.
Q. You have a pile of documents before you there just to your right, if you could grab those.

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Q. All right.
MR. TOMPROS: I'm going to -- I will come back to the complaint itself, but I now want to mark another document.
(Exhibit 8 was marked for identification.)
BY MR. TOMPROS:
Q. You've been handed what has been marked as Exhibit 8. On the first page it says "Exhibit A." It is a 14-page document. Do you have that in front of you?
A. Yes, I do.
Q. And as you can see at the top, it says -- it has a case number, and then it says "Document 337-1." Do you see that?
A. Yes, I do.
Q. And if you look back at Exhibit 7, the first amended complaint is Document 337? Do you see that?
A. Yes, I do.
Q. So I will represent to you that this Exhibit 8 is Exhibit A to the complaint. Can you take a look and tell me what is listed here in Exhibit A?
MR. KAPLAN: Form objection.
THE WITNESS: I see three columns, one labeled title which refers to song title. The other, plaintiff, which is the specific plaintiff in the case

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that has an ownership or control interest in the named song, and a registration number which would refer to the Copyright Office registration number assigned to the particular musical composition.
BY MR. TOMPROS:
Q. And this exhibit lists, though, asserted works in this case, right?
A. Yes, that's my understanding.
Q. And each of the works that have either Polygram Publishing, Songs of Universal, Universal Music-Mgb, Universal Music-Z Tunes, or Universal Music Corp. is a UMPG work in suit, right?
A. That is accurate.
MR. KAPLAN: Form objection.
THE WITNESS: Yes, that's my understanding.
BY MR. TOMPROS:
Q. And then the ones that have Capitol CMG listed in the plaintiff column are Capitol works in suit, correct?
A. That's my understanding.
Q. And in total, the various UMPG plaintiffs have asserted 421 works in this case?
MR. KAPLAN: Objection. Vague.
THE WITNESS: That's my recollection.
///

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BY MR. TOMPROS:
Q. Each of the -- copyrights for each of the works that UMPG has asserted is a copyright in a musical composition, correct?
A. That is accurate.
Q. UMPG is not asserting any sound recording copyrights in this case, right?
A. That is correct.
Q. What are the components of a musical composition?
MR. KAPLAN: Form objection and scope.
THE WITNESS: I think the -- the question is a bit vague, but I'll answer it as -- as best I can. If you have a different interpretation of the question, let me know.
When you're talking about the bundle of rights attributable to a copyright in a composition, they're delineated in the copyright, and there's a reproduction right. There's a right of performance. There's a synchronization right. There's a right of distribution, a right of display at various delineated rights.
If you're talking about what comprises the -- the composition itself, it's typically a combination of elements including lyrics, melody, chord structure, the

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underlying musical bed, and other copyrightable elements.
BY MR. TOMPROS:
Q. What do you mean by the underlying musical bed?
A. The instrumentation, chord structure, melodic structure that -- which is distinct from the lyrical element of the musical composition.
Q. The UMPG copyrights protect both lyrics and melodies, harmonies, and rhythms, right?
A. All of the various elements of a musical composition are protected by copyright.
Q. In some instances, a work may be created in which one person writes the lyrics and a different person writes the music, right?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Well, the lyrics are part of the music, but, yes, it's the case that there can be multiple songwriters, some of whom contribute the lyrical content and some of which -- or some of whom contribute the -- the instrumentation and -- and chord structure.
BY MR. TOMPROS:
[redacted]





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Admission (Nos. 25-1022)." Do you have that in front of you?
A. Yes, I do.
Q. All right. And I'll represent to you this is like -- like before. These are things that Anthropic asked the plaintiffs to admit and the plaintiffs responses. I just want to make sure we're clear on the deposit copy question for A Thousand Miles. If we could just go to page 70.
A. Okay.
Q. And then there's request for admission number 165 where we asked, admit that you do not maintain in your possession, custody, and control any true and correct copy of a copy of A Thousand Miles, listed in Exhibit A to your complaint, deposited with the United States Copyright Office in connection with any application for registration. And on 8 -- on line 9 of the response, publishers admit that they do not maintain in their possession, custody, or control any true and correct copy of the deposit made with the United States Copyright Office in connection with any application for registration.
A. Mm-hmm.
Q. But then publishers deny that they do not maintain in their possession, custody, or control any

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true and correct copy of the work deposited with the United States Copyright Office.
A. Mm-hmm.
Q. Do you see?
A. Right?
Q. Is that consistent with what -- with your understanding of -- with respect to at least A Thousand Miles?
A. Yes, it is.
Q. Okay. And then if we look at number 166, this is the inverse of that. Admit that you maintain in your possession, custody, and control, and essentially the publishers say the same thing, that they have a copy of the work but not a copy of the deposit. Is that right?
MR. KAPLAN: Form objection.
THE WITNESS: We have a true and accurate copy of the work but not a copy of the actual copy that was submitted for -- to the Copyright Office as the deposit copy.
BY MR. TOMPROS:
Q. Okay. And now let's look at -- yeah, we can actually put this away for now. Actually -- I'm sorry. Hang onto it one more time. But let --
A. Sure.

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Q. -- let's just verify this. Staying in that same document which is Exhibit 18, I want to go to request number 854 on page 382, toward the end. Are you there?
A. Yes, I am.
Q. And 854 is the same question except about Sweet Home Alabama, right?
A. Yes.
Q. And then in its supplemental response, publishers say, admitted, that is, that they do maintain a true and correct copy of the deposit copy, right?
A. No.
Q. Okay.
A. Not a true and correct copy of the deposit copy but a copy of the work; whereas, it's not a copy of the actual deposit copy.
Q. I -- I'm just trying to make sure I understand because I think the -- what 854 says is somewhat different than what we looked at a minute ago.
A. Okay. I'll read it.
Q. Yeah, just read the supplemental response carefully.
A. I'm sorry, I'm at -- now at 855. You just want 854?

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Q. Yeah, and you can look at 855 as well if you want. I -- at least as I understand it, this is different from what you have said with respect to A Thousand Miles and some of the others in that it seems like publishers are saying here they -- and I'm not -- promise on this I'm not trying to trick you.
A. Yeah.
Q. But it seems like publishers are saying you do have the deposit copy, and -- and that quite candidly makes sense because I think you've produced it. But this seems to be saying publishers do have the deposit copy for Sweet Home Alabama. Is that correct?
A. Let me -- let me read through --
Q. Yeah.
A. -- for a moment, please.
Q. Please.
A. Okay. I understand, yes. So we must have obtained from the Copyright Office a copy of the deposit copy that they had on file. That's my conclusion from reading it.
Q. Okay. Thank you.
(Exhibit 19 was marked for identification.)
BY MR. TOMPROS:
Q. All right, Mr. Kokakis, you have been handed what has been marked as Exhibit 19, a one-page document

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with the production number plaintiffs, underscore, and then ends in 9754. Do you see that?
A. Yes.
Q. And it is a one-page document that at the top says "Eu511375." Do you see that?
A. Yes.
Q. What is Exhibit 19?
A. Exhibit 19 appears to be the deposit copy from the Copyright Office, and the EU number is the registration number as assigned by the Copyright Office. And this is sheet music -- or a lead sheet of Sweet Home Alabama indicating notation and lyrics.
Q. This -- Exhibit 19 is the deposit copy for Sweet Home Alabama?
MR. KAPLAN: Form objection.
THE WITNESS: That appears to be the case based on the -- the number, the EU number that's indicated at the -- the top of the page.
BY MR. TOMPROS:
Q. At the bottom, it says "Copyright 1974 by Duchess Music Corporation and Hustlers Inc." Do you see that?
A. Yes, I see that.
Q. And do you have an understanding of what those entities are?

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A. I presume -- although this is speculative, I presume that these are the original copyright holders of the composition at the time of when the registration was submitted.
Q. Exhibit 19, the deposit copy, includes music and lyrics, right?
MR. KAPLAN: Form objection.
THE WITNESS: It includes musical notation and lyrics.
BY MR. TOMPROS:
Q. Are the lyrics a true and correct lyrics for Sweet Home Alabama?
MR. KAPLAN: Form objection and scope.
THE WITNESS: If they are submitted as they were, as the deposit copy, I would say that they are true and correct.
(Exhibit 20 was marked for identification.)
BY MR. TOMPROS:
Q. Mr. Kokakis, you've now been handed what has been marked as Exhibit 20, a one-page document with the control number UMPG, underscore, ending 18900. Do you have that in front of you?
A. Yes, I do.
Q. What is it?
MR. KAPLAN: Form objection.

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THE WITNESS: It appears to be a musical notation and lyrics, a lead sheet or sheet music of the song Sweet Home Alabama.
BY MR. TOMPROS:
Q. It has an UMPG control number at the bottom which I'll represent to you means that it was provided by UMPG, so do you understand what relationship, if any, this sheet music has to any deposit copy?
MR. KAPLAN: Form objection and scope.
THE WITNESS: What relation it has to --
BY MR. TOMPROS:
Q. Yeah, fair enough.
This Exhibit 20, the sheet music, this is not the deposit copy, right?
MR. KAPLAN: Form objection.
THE WITNESS: It is not an identical copy of the deposit copy, but it is a copy of the song Sweet Home Alabama with similar notation and lyrical content.
BY MR. TOMPROS:
Q. Okay. If we could look at the deposit copy, Exhibit 19. You look at the -- the third line down, in parentheses there in the G bar in the middle, do you see what the -- there's some lyrics in parentheses there. Do you see those?
A. I do.

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Q. Could you read those.
A. The lyric in the parenthetical says, "And I think it's the same."
Q. And if we could look at Exhibit 20, if you look at the second line at the top of Exhibit 20, the sheet music, at the end, there's a parenthetical lyric. Could you read that.
A. I'm sorry, I don't see --
Q. Sure.
A. -- what you're referring to.
Q. In Exhibit 20, the sheet music --
A. Yeah.
Q. -- at the end of the line, there's, again, a G bar. Do you see that?
A. Yes, I do.
Q. And what is the parenthetical lyric under that?
A. I don't see a parenthetical. Oh, I apologize. Now I see it. And I think it's a sin is the -- the lyrical content in the parenthetical.
Q. That is different from the lyrical content that you just read in the parenthetical in Exhibit 19, right?
MR. KAPLAN: Form objection.
THE WITNESS: Yes, it is not identical.
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BY MR. TOMPROS:
Q. Which lyric is genuine?
MR. KAPLAN: Form objection.
THE WITNESS: Well, perhaps both. And what I mean by that is the deposit copy is certainly an official version of the song, or the official lyrical content of the song, and the other piece of sheet music is Exhibit 20, and it has a -- an immaterial variation in the lyric. So it still represents the same song, just a slight variation in the lyrical content.
BY MR. TOMPROS:
Q. You'll agree with me that there is a difference in meaning between the phrase "and I think it's the same" and the phrase "and I think it's a sin," correct?
MR. KAPLAN: Form objection. Scope.
THE WITNESS: Well, my personal interpretation of the words is that they don't mean exactly the same thing, that is accurate, but in the context of the totality of the song and the lyrical content, it's an immaterial difference.
BY MR. TOMPROS:
Q. If you could take a look at the fourth line of Exhibit 20.
A. Yes.
Q. D -- the D bar toward the end of that line, it

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says, "Well, I heard ole Neil put her down." Do you see that?
A. I do.
Q. And take a look, if you would now, at Exhibit 20, sheet music. The fourth line down, it says, "Well, I heard ole Neil put her down." Do you see that?
A. Yes.
Q. There's another difference between the sheet music and the deposit copy, correct?
MR. KAPLAN: Form objection and scope.
THE WITNESS: By two letters, yes.
BY MR. TOMPROS:
Q. Which one is genuine?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Both. As I stated before with the other slight variation, this one is even less material than -- than the other.
BY MR. TOMPROS:
Q. Which one corresponds to UMPG's registered copyright?
MR. KAPLAN: Form objection. And scope.
THE WITNESS: Similar answer, both. Both do.
BY MR. TOMPROS:
Q. If we continue on in the -- in the deposit

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copy, if we go to the fifth line down, there's the lyric, "well, I hope you young will remember." Do you see that?
A. Yes.
Q. And if we then turn to Exhibit 20, the fourth line, toward the end of that line is the lyric, "well, I hope Neil Young will remember." Do you see that?
A. I do.
Q. Those are different, right?
MR. KAPLAN: Form objection. Scope.
THE WITNESS: Yes, they are different.
BY MR. TOMPROS:
Q. Different in meaning, correct?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Yes.
BY MR. TOMPROS:
Q. Which one is right?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Again, both. Just because there's slight variations in the lyrical content in a way that I believe to be immaterial, it doesn't change the totality of the -- the lyrical content. It doesn't change the meaning of the song. It doesn't change those most memorable parts of the song like the chorus, so Universal has a copyright in both.

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BY MR. TOMPROS:
Q. Which one corresponds to Universal's registered copyright?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Well, the -- the registered copyright is reflected in the deposit copy, which is Exhibit 19, but I would say that copyright protection and -- and Universal's claims would extend to -- to both of these irrespective of the slight immaterial variations.
BY MR. TOMPROS:
Q. What is LyricFind.com?
A. LyricFind.com is a lyrics aggregator, and they operate their own platform. Their sole function is not merely to be an aggregator but to operate their own lyrics-based platform.
MR. TOMPROS: I'm getting a note from my colleague that she's not hearing sound on the Zoom.
THE VIDEOGRAPHER: My apologies. Sorry about that, Ms. Lin.
MR. TOMPROS: Okay. Thank you.
BY MR. TOMPROS:
Q. LyricFind has a -- strike that.
UMPG has a license with LyricFind to allow LyricFind to display lyrics, correct?

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A. That's correct.
Q. Are the lyrics that LyricFind displays accurate?
MR. KAPLAN: Form objection.
THE WITNESS: Materially so and in the vast majority of instances, yes.
BY MR. TOMPROS:
Q. Are they genuine?
A. Yes.
Q. LyricFind is not allowed to modify or change the lyrics of works that it has licensed, correct?
MR. KAPLAN: Form objection.
THE WITNESS: I'd want to clarify what you mean by allowed to -- to change. They're not allowed to create derivative works, if that's what you mean, or to materially alter the lyrics.
(Exhibit 21 was marked for identification.)
BY MR. TOMPROS:
Q. Mr. Kokakis, you have been handed a document that has been marked as Exhibit 21. It begins with the control number UMPG 000018093. Do you have that in front of you?
A. 18093, yes.
Q. Okay. What is Exhibit 21?
A. It's an agreement between LyricFind, Inc., and

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Universal Music Publishing Limited, which is one of the Universal Publishing affiliate companies.
Q. And this license -- this agreement with LyricFind permits LyricFind to display certain lyrics -- strike that.
This agreement with LyricFind permits LyricFind to display lyrics for certain Universal Music Publishing Group works, correct?
A. That is accurate, yes.
[redacted]

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[redacted]

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[redacted]
Q. All right.
(Exhibit 22 was marked for identification.)
BY MR. TOMPROS:
Q. Mr. Kokakis, you have been handed what has been marked as Exhibit 22, a single-page document with a control number plaintiffs, underscore, ending 4014. Do you have that?
A. Yes, I do.
Q. This was produced by the plaintiffs in this case, and it says "LyricFind" at the bottom left. Do you see that?
A. Yes.
Q. What is Exhibit 22?
MR. KAPLAN: Form objection. Scope.
THE WITNESS: It appears to be a screenshot of lyrics as contained on LyricFind's platform.
BY MR. TOMPROS:
Q. For what song?
A. For Sweet Home Alabama.
Q. If we look at the set of lyrics that begin big wheels keep on turning -- do you see that stanza?
A. Yes, I do.
Q. And that ends, and I think it's a sin, yes?

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Correct?
A. Correct.
Q. But it's different from the deposit copy, correct?
A. I'd have to check the deposit copy again, which I am happy to do.
Q. Sure.
A. That is correct. It is different and it appears to match Exhibit 20 in the parenthetical that was previously referenced.
Q. Which one is correct, the lyrics on LyricFind or the lyric in the deposit copy?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Both. Similar to my prior answer, slight variations, immaterial. The lyrical content on the whole is the same. And there may be slight variations found in different places, but all protectable, all Sweet Home Alabama.
BY MR. TOMPROS:
Q. All registered?
MR. KAPLAN: Form objection and scope.
THE WITNESS: On the whole, yes. The song is still registered. The lyrical content is still registered. And if there are immaterial differences as I see here, I would say that, yes, this is also

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registered.
BY MR. TOMPROS:
Q. And before today, have you compared the LyricFind lyrics to the deposit copy for Sweet Home Alabama?
A. No, I have not.
Q. The -- and if -- if we look at the -- the LyricFind lyrics in Exhibit 22, in the second stanza, the third line, it says, "Well, I hope Neil Young will remember." Do you see that?
A. Yes, I see that.
Q. And that, again, is different from the deposit copy, correct?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Yes, that is different.
BY MR. TOMPROS:
Q. The words are literally different, correct?
A. The words are different, yes.
Q. The meaning is different, correct?
MR. KAPLAN: Form objection and scope.
THE WITNESS: The -- well, the meaning of the song is not different. The -- the -- the specific words that you're -- you're picking out might have a different meaning, but, again, in the totality of the song and in the context of -- of these words and the

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whole song, the -- the song is still the same, the lyrics are still the same, the meaning is still the same.
BY MR. TOMPROS:
Q. If we go down to the seventh stanza of the LyricFind website, do you see where it says, now muscle shoals has got the swampers?
A. Yes, I see that.
Q. And where does that line appear in the deposit copy, Exhibit 19?
MR. KAPLAN: Form objection and scope.
THE WITNESS: It does not.
BY MR. TOMPROS:
Q. That entire verse does not appear in the deposit copy, correct?
MR. KAPLAN: Same objections.
THE WITNESS: That is accurate, it is not contained in the lead sheet for the deposit copy.
BY MR. TOMPROS:
[redacted]

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[redacted]
///

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[redacted]

A. No.
MR. KAPLAN: Form objection.
BY MR. TOMPROS:
Q. Is there any other way that you could determine whether these -- strike that.
Let's return, if we could, to your declaration, which is, I believe, Exhibit -- no, that's the complaint. Exhibit 8 maybe. No, not that either. How about Exhibit 9?

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A. Okay. No, 9 is the -- the spreadsheet.
Q. Yeah, my fault. One more try. How about 16? 16 your declaration?
A. Okay.
Q. I'll get there.
A. It's all right. 16 is my personal declaration, yes.
Q. Great. Thank you.
Turn to Exhibit 16. And let's look at page 5, paragraph 14. You state, for purposes of this case, I have confirmed that the lyrics to the UMPG works available on the lyric aggregator LyricFind.com are genuine and materially accurate, right?
A. Yes.
Q. That's not true, right?
MR. KAPLAN: Form objection.
THE WITNESS: No, I believe it's true. I -- I think -- I think they're materially accurate even though there might be slight immaterial variations, as I pointed out.
BY MR. TOMPROS:
Q. What did you do -- oh, go ahead. Sorry. Finish.
A. No, I would say -- I would say, yes, they're -- they're materially accurate. They -- they are still part of the overall lyrical portion of the -- the song. And as we've seen, there are slight variations amongst different -- different lead sheets, different versions of this, but as a publisher, I would state that they're all accurate to some degree and they're all materially the same and that Universal has claim to all of them.

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Q. So we just discussed the ways in which you would determine whether something was materially accurate. One of them was comparing it to the deposit copies, right?
A. Um-hum.
Q. Prior to signing your declaration, you did not compare lyrics on LyricFind for any of the asserted works to any deposit copy, correct?
A. That is correct.
Q. Another way was to listen to the song and compare. You did not prior to signing your declaration listen to the songs for any of the UMPG works in suit and compare what you were hearing to the lyrics on LyricFind.com, right?
A. That is correct.
MR. KAPLAN: Form objection.
BY MR. TOMPROS:
Q. And then another way is to compare it to other lyric aggregators. Prior to signing your declaration,

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you did not compare the lyrics of any of the UMPG works available on LyricFind to any other lyric aggregator, correct?
MR. KAPLAN: Form objection.
THE WITNESS: That is correct.
BY MR. TOMPROS:
Q. Okay. Genius.com is another lyric aggregator, right?
A. Yes.
Q. And it is another lyric aggregator to which UMPG has granted a license to display lyrics, correct?
A. Yes.
(Exhibit 23 was marked for identification.)
BY MR. TOMPROS:
Q. Mr. Kokakis, you have been handed what has been marked as Exhibit 23, which I'll represent to you includes both a license followed by a series of amendments. The license begins on page -- the first page, UMPG ending 311. Do you have that in front of you?
A. Yes, I do.
Q. And what is the license at the beginning of Exhibit 23?
A. It is a digital lyrics license between the various Universal affiliate entities and Genius Media

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THE WITNESS: If that's all right.
MR. TOMPROS: That's great.
THE WITNESS: Okay.
MR. KAPLAN: The iron man of depositions.
BY MR. TOMPROS:
Q. All right. So one of the other works in suit is the song Roxanne by Sting, right?
A. That's accurate.
Q. Okay. UMPG does not have the deposit material that was deposited with the Copyright Office in connection with the application for Roxanne, correct?
MR. KAPLAN: Form objection and scope.
THE WITNESS: I cannot recall if that's one of the ones that we checked on and that was unavailable.

BY MR. TOMPROS:
Q. Let's take a look just to be a hundred percent sure. If you go back to that very large document, Exhibit Number 18.
A. Okay.
Q. And if we go to request for admission number 769 on page 344. Are you there?
A. Yes.
Q. It's the same question that we looked at before, except this time as to Roxanne. Do you see

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that?
A. I do.
Q. In the supplemental response beginning at line 24, it says, "Publishers admit that they do not maintain in their possession, custody, or control any true and correct copy of the deposit made with the United States Copyright Office in connection with any application for registration. Publishers deny that they do not maintain in their possession, custody, or control any true and correct copy of the work deposited with the United States Copyright Office in connection with any application for registration." Do you see that?
A. Yes, I do.
Q. So with Roxanne, again, UMPG has a copy of the work but not a copy of the deposit, right?
A. That's accurate.
Q. All right. The version of Roxanne -- I'll represent to you that the version of Roxanne that -- one of the versions of Roxanne that plaintiffs produced to us in this case was in the form of an MP3 file. Okay? I am going to do this this way. I'll give you a copy of this. What we're going to do is mark the thumb drive here as the next exhibit.
MR. TOMPROS: It's going to be Exhibit 26.

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THE REPORTER: Or 27?
MR. TOMPROS: Sorry. 27.
(Exhibit 27 was marked for identification.)
BY MR. TOMPROS:
Q. And I'm going to give you a computer here that has the thumb drive plugged into it. Can you see that?
A. Yes.
Q. There should be a list of files shown on that thumb drive. Do you see that list?
A. I do, yes.
Q. And just to confirm for me, I'll read them into the record. It says Tab 28, UMPG ending 20169; Tab 74, UMPG ending 638; Tab 75, UMPG ending 616; Tab 76, UMPG ending 614; Tab 77, UMPG ending 615. Do you have that?
A. Yes.
Q. Okay. And I also -- I will represent to counsel that the thumb drive is password-protected. I'll happily give you the password, but because this includes -- not with respect to the MP3 but with respect some of the spreadsheets, some confidential information, we did not want to be in a position where it was sitting in an unprotected space. I'm happy to give you that password whenever you would like. It's the same as the one -- same thumb drive that's in there.

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The one that I want to focus on for right now is on the thumb drive exhibit -- tab -- sorry, the thing listed as Tab 28, the MP3 file. And if you click at the bottom of your --
A. I'm sorry. 28?
Q. The one that says Tab 28 which is the MP3 file.
A. Okay.
Q. If you look at the bottom of your screen -- I think you can actually pull up the Windows media player app there. Would you click on that. And I think I've got it queued up to a pretty good spot to play the middle of this MP3, if you would just play it for a few seconds.
A. Sure.
(Playing music.)
Q. Okay. You can stop. All right. So the lyric there is, "Told you once. I won't tell you again." And then how does it continue?
MR. KAPLAN: Form objection.
THE WITNESS: What I heard is "It's the bad way" or "It's a bad way." I've heard a variation where "It's the wrong way." Again, immaterial differences in different versions of the lyrical content that don't change the overall content of the lyrics.
(Exhibit 28 was marked for identification.)

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BY MR. TOMPROS:
Q. Mr. Kokakis, you have been handed a one-page document marked as Exhibit 28, a one-page document that has the control number plaintiffs, underscore, and then it ends 3713. Do you see that?
A. I do.
Q. What is it?
A. It's a LyricFind printout of the lyrics for the song Roxanne.
MR. KAPLAN: Note my form objection, please.
BY MR. TOMPROS:
Q. And if we could go to that section that was just being played. It's about halfway down the lyrics. LyricFind says, "Told you once. I won't tell you again. It's a bad way." Do you see that?
A. Yes, I do.
Q. Okay. And is that accurate?
MR. KAPLAN: Form objection. And scope.
THE WITNESS: Is -- is this -- the statement told you once, I won't tell you again, it's a bad way, is it accurate?
BY MR. TOMPROS:
Q. Fair enough.
Is -- is the accurate lyric it's a bad way?
MR. KAPLAN: Form objection and scope.

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THE WITNESS: It is -- it is accurate insofar as it is a version, as I said before, of the same lyrical content, and there have been a few variations that I'm aware of, just in my personal experience.
BY MR. TOMPROS:
Q. Was the lyric that was deposited with the Copyright Office it's a bad way?
A. I'm --
MR. KAPLAN: Form objection.
THE WITNESS: I'm not certain. I don't have a copy of the deposit copy.
(Exhibit 29 was marked for identification.)
BY MR. TOMPROS:
Q. You are now being handed what has been marked as Exhibit 29, a one-page document with the control numbers UMPG ending 19971. Do you see that?
A. I do, yes.
Q. What is Exhibit 29?
A. This is a lead sheet or sheet music for the song Roxanne that contains music notation and lyrical content.
Q. If you look at the fourth line down in the second verse, could you read the part that begins "told you once."
A. "Told you once. I won't tell you again. It's a crime way."

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Q. That is different from "It's a bad way," right?
A. Yes, it is.
Q. Do you have any way of knowing whether the copy of Roxanne deposited in connection with its registration includes the lyric "It's a bad way" or "It's a crime the way"?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Do I have -- yeah, I want to make certain I understand the question. Do I have any way of knowing whether the deposit copy submitted to the Copyright Office contained "It's a bad way" or what we have here, "It's a crime the way"?
BY MR. TOMPROS:
Q. Correct.
A. I would -- I would say it's irrelevant. It's inconsequential. It's all essentially the same sentiment. It's an immaterial variation, so it just doesn't matter in terms of the rights we have in every version that you've presented thus far. But you'd have to check the version that was submitted to the Copyright Office to see what they have on file, and if they don't have it on file, which my understanding is that they have no obligation to maintain copies, it might be lost forever. But in the scheme of things,

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again, it doesn't affect the copyright ability of the work or of any variation of the work or our rights into any variation of the work.
Q. And UMPG did not maintain a copy of the materials it deposited for Roxanne, correct?
A. We --
MR. KAPLAN: Form objection.
THE WITNESS: We maintain copies of the works that we register but not copies of the copy of the submitted material to the Copyright Office.
BY MR. TOMPROS:
Q. [redacted]

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[redacted]

BY MR. TOMPROS:

Q. So just to make sure I have your answer, of the 421 UMPG works in suit, is there any work for which you can say definitively that the lyrics on LyricFind are the same as the lyrics deposited with the Copyright Office?

MR. KAPLAN: Objection to form and asked and answered.

THE WITNESS: I would say they're all materially the same.

BY MR. TOMPROS:

Q. And they can be materially the same even if the meaning is different, right, in your view?

MR. KAPLAN: Form objection.

THE WITNESS: The meaning of the overall song and the -- the -- the majority -- the vast majority of lyrical content is the same in every respect. It's identical in most respects. The slight variations that we've been talking about don't affect the meaning of the song, don't affect the totality of the lyrical content, so I'd say are materially -- and, you know, I -- I've answered this a few times.

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BY MR. TOMPROS:

Q. Without seeing any of the deposit copies, you can nonetheless testify that the versions that you have are materially the same, right?

MR. KAPLAN: Form objection.

THE WITNESS: Yes.

MR. TOMPROS: Good to take a break now if you-all want.

MR. KAPLAN: Okay.

THE VIDEOGRAPHER: Going off the record at 1:18 p.m.

(Break taken from 1:18 p.m. to 2:07 p.m.)

THE VIDEOGRAPHER: We're back on record at 2:07 p.m.

BY MR. TOMPROS:

Q. Mr. Kokakis, one of the topics on which you have been designated to testify on behalf of the publishers is the copyright management information for each work. Do you recall that?

A. Yes.

Q. What is copyright management information?

MR. KAPLAN: Form objection.

THE WITNESS: It concerns identifiers that accompany the song, such as the songwriter, song title, publisher information, year of copyright, registration,

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an indication that the work is subject to copyright. Sometimes there's also performance society affiliation information and other identifiers.

BY MR. TOMPROS:

Q. Does UMPG require lyric aggregator websites to include copyright management information when they display lyrics?

MR. KAPLAN: Form objection.

THE WITNESS: It's a given that there should be attribution, where known, for songwriter, music publisher, again, sometimes society affiliation, typically the year that the song was registered. In some instances, we may include that as an express contractual obligation. But, again, if a contract is silent as to the matter, it's typically a given that this is the type of information that will be included whenever a lyric aggregator displays the work.

BY MR. TOMPROS:

Q. And when you say it's a given, what do you many by that?

A. We as a rights holder have the expectation that it will happen, and the licensee has the expectation that they have an obligation to do it, if not by contract, then by law.

Q. And does that expectation extend to the

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publisher name?

MR. KAPLAN: Form objection.

BY MR. TOMPROS:

Q. That's not a good question. Let me try it again.

Does -- is it UMPG's expectation that licensed lyric aggregators will display the publisher's name in association with display of lyrics?

A. If the -- if the publisher is the copyright owner, then yes. If the publisher is the copyright administrator, then it's a nice to have but not necessarily a need to have.

Q. If there were such a requirement -- strike that.

In what way, if at all, does UMPG mandate that lyric aggregators include particular copyright management information?

A. It would either be a contractual obligation, as I said, or it would be a given with the expectation of both parties that there's an obligation at law to include certain type of copyright management data.

Q. And what do you mean about an obligation at law?

A. 1202 of the DMCA would require that these types of identifiers be displayed and not altered or removed.

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[redacted]

BY MR. TOMPROS:
Q. If you wanted to look up the lyrics to Sweet Home Alabama online, would you expect to have to pay a fee?
MR. KAPLAN: Form objection.
THE WITNESS: If you mean in terms of cash out of pocket, no. In terms of attention so there's monetization that occurs, then yes.
BY MR. TOMPROS:
Q. If you wanted to look up the full text of a Wall Street Journal article online, would you expect to have to pay a fee?
MR. KAPLAN: Form objection and scope.
THE WITNESS: It depends on where I'm looking for it. If it's on WallStreetJournal.com, which I think is their site, I believe they offer a portion of the articles, and if you want to read through to the remainder of the articles, then you have to be a subscriber. And that's, I suppose, similar to lyric display with certain search functionality within Google

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where they will give you a preview of lyrics, and if you want the full lyric display, you have to be a subscriber to YouTube Premium or another service that has full lyric display licensed.
BY MR. TOMPROS:
Q. Does LyricFind put any lyrics behind a pay wall?
A. I'm not certain if they do. I can't recall if they or Musixmatch offer a subscription service for access to lyrics in lieu of having advertising pushed at you.
Q. [redacted]

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[redacted]

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[redacted]

BY MR. TOMPROS:
Q. Can I ask you to return to your declaration, which is Exhibit 7. Oh, sorry. Exhibit 16. I did that before. Exhibit 16.
Are you there?
A. I am, yes.
Q. And if I could ask you to look within Exhibit 16 at page 4, paragraph 12. Do you see that?
A. Yes.
Q. So beginning on -- well, why don't I just read two sentences. Beginning on line 13, it says, "Among other things, the UMPG Plaintiffs have licensed lyrics to lyric 'aggregators,' such as LyricFind...and Musixmatch.com," right? Do you see that?
A. Yes, I do.
Q. And then you go on to say, "These lyric aggregators are granted the right to distribute the UMPG Plaintiffs' lyrics through their own websites, as well as the right to sublicense the UMPG Plaintiffs' lyrics to other lyric websites and digital services, subject to the UMPG Plaintiffs' prohibition on certain uses and/or right to object to certain sublicenses." Do you see that?

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[redacted]

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[redacted]

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[redacted]

Q. And have you ever attempted to request lyrics from Claude and not received those lyrics?

MR. KAPLAN: You can -- you can answer that question yes or no, but that's it.

THE WITNESS: Would you repeat the question, please.

BY MR. TOMPROS:

Q. Sure. Have you ever attempted to request lyrics from Claude and not received those lyrics?

MR. KAPLAN: And I should say yes or no or if you can't remember. One of those three you can say but not more than that.

THE WITNESS: Sure.

Yes.

BY MR. TOMPROS:

Q. How many times?

A. I can't recall a specific number.

Q. If we look at your declaration and turn to a page -- well, beginning on page 7, continuing on page 8 is paragraph 27. Are you with me?

A. I am not, unfortunately. I need to pull my declaration again. Give me just a moment. It's 16, if I recall correctly, right? Okay.

Okay. Which page, please?

Q. Page 7, continuing onto page 8. It's paragraph 27. Are you there?

A. Yes, I am.

Q. All right. At the second half of paragraph 27, beginning on line 5 of page 8, it says, "For example, Claude generated an unauthorized mash-up of 'Candle in the Wind' (written by Elton John and Bernie Taupin" --

A. Yes.

Q. -- "and to which UMPG Plaintiff Polygram Publishing, Inc. owns the copyright) and 'Baby Got Back,' undermining the artistic integrity of each of those works by generating unintended lyrics such as 'Like a candle in the wind/Bouncing merrily along/Your butt was bigger than them all.'" Do you see that?

A. I do.

Q. Did you see that output of Claude?

A. Let me read through this one more time, please.

Okay. My recollection is that this was one of the examples that was provided by outside counsel that I saw. This was not a particular query that I ran myself, to my recollection.

Q. But you did see it, yes?

A. Yes.

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[redacted]

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[redacted]

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[redacted]

Q. UMPG does -- sorry. Strike that.
One more exhibit.
(Exhibit 61 was marked for identification.)
BY MR. TOMPROS:
Q. Mr. Kokakis, you've been handed what has been

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marked as Exhibit 61, a multiple-page document beginning with the number UMPG 6757, going through 6855. Do you have that?
A. Yes, I do.
Q. What is Exhibit 61?
A. This is a declaration submitted to the U.S. Copyright Office in connection with an open inquiry that the Copyright Office had issued, and this was submitted by Jeff Harleston, Alasdair McMullan, and myself in response to the inquiry by the Copyright Office.
Q. If you look at page 6 of Exhibit 61, in the middle of the page, there's a paragraph that begins "The potential." Do you see?
A. Yes.
Q. And the last two sentences of that paragraph says, "AI likewise can help songwriters pitch new songs to recording artists, build an artist's tour with greater efficiency, identify new potential fan bases, and monetize music in unprecedented ways." Do you see that?
A. Yes.
Q. That is true, correct?
A. If done responsibly and in a controlled and licensed fashion, then absolutely I agree and feel

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today that AI can be a valuable tool for songwriters and artists.

Q. AI can also have benefits outside of the music industry, right?

A. Absolutely, yes.

Q. AI has been used to identify drug-development candidates, right?

MR. KAPLAN: Form objection. Foundation.

THE WITNESS: I'm not personally familiar with that, but I know, generally speaking, that AI has a lot of beneficial applications.

BY MR. TOMPROS:

Q. AI can be used to write computer code, right?

MR. KAPLAN: Form objection.

THE WITNESS: I'm aware of that being one of the applications, yes.

BY MR. TOMPROS:

Q. AI can be used to automate household tasks, right?

MR. KAPLAN: Form objection.

THE WITNESS: I am aware of that being an application of AI as well.

BY MR. TOMPROS:

Q. The primary application of Anthropic's Claude system has nothing to do with lyrics, right?

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MR. KAPLAN: Form objection.

THE WITNESS: I don't know what the primary application of Claude is intended to be. All I know is that there is activity that has taken place on the platform that is illegal, that harms the industry in which I work and harms the people that I seek to protect. So if the suggestion is that because of all of the potential good that Claude and Anthropic may deliver to the world, that should be reason for us to ignore what we've identified as illegal activity and existential threat and harm to songwriters and artists, I don't think that's a logical argument. I think that there are ways for AI to be utilized in a responsible and productive fashion to serve the greater good, while still respecting copyright and protecting art.

BY MR. TOMPROS:

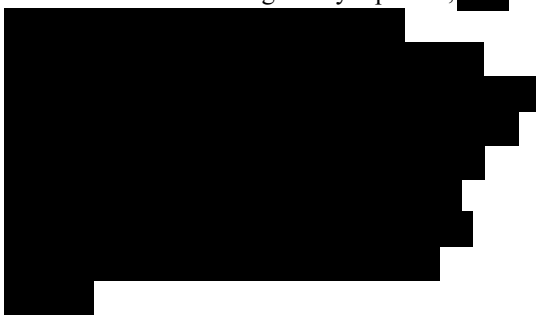
Q. Is it okay for generative AI to create music that competes with human-created music?

MR. KAPLAN: Form objection.

THE WITNESS: I don't know what you mean by is it okay to do so. If it's in a licensed setting with proper controls in place, with the permission of the rights holders who are involved, then there could be applications for generative AI within the music business that allows for the AI to be used for

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entertainment purposes and for monetization. So nothing is good or bad on its face as it relates to AI. It's -- it's a fantastic technological development, and as we've talked about throughout my deposition,



BY MR. TOMPROS:

Q. Could AI at some point in the future replace music publishers?

A. I think that, as I said, AI presents an existential threat to art generally, and I think AI could displace songwriters and displace artists and create disruption in an industry that should really be reserved exclusively for human expression. So I think that if not used responsibly, if not used with consent, if not trained ethically, if not monetized in a way that compensates the human artists and songwriters who contributed to the process, absent those things, it's a

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disaster.

Q. So I just want to make sure -- my specific question was, could AI at some point in the future replace music publishers?

MR. KAPLAN: Form objection.

THE WITNESS: I think it's possible that AI in the future could replace music publishers, replace litigators, replace everybody who's currently performing the functions that we're so accustomed to.

MR. TOMPROS: How are we on time?

THE VIDEOGRAPHER: 8 hours and 59 minutes.

MR. TOMPROS: I think I would take this opportunity to pass the witness.

MR. KAPLAN: Okay.

THE VIDEOGRAPHER: Sorry to interrupt. I do have about nine minutes left in my media before I change it. I don't know if you want to -- it'll take 30 seconds to change it.

MR. KAPLAN: Let's go off the record. I'm not going to tell you to change. I just want to see if I have any questions.

THE VIDEOGRAPHER: We are going off the record at 8:16 p.m.

(Break taken from 8:16 p.m. to 8:21 p.m.)

THE VIDEOGRAPHER: We're back on at 8:21 p.m.

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MR. KAPLAN: Yeah, I have no questions for the witness, so we can happily end the deposition.
MR. TOMPROS: Thanks very much for your time.
THE WITNESS: Thank you.
THE VIDEOGRAPHER: This marks the end of the deposition of David Kokakis. We're going off the record at 8:21 p.m.

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STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, DAVID BENJAMIN KOKAKIS, hereby certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
Executed this _____ day of _____
202__, at _____, California.

_____
DAVID BENJAMIN KOKAKIS

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STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, AILEEN NEITZERT, do hereby certify:

That I am a duly qualified Certified Shorthand Reporter, in and for the State of California, holder of certificate number 5318, which is in full force and effect, and that I am authorized to administer oaths and affirmations;
That the foregoing deposition testimony of the herein named witness was taken before me at the time and place herein set forth;
That prior to being examined, the witness named in the foregoing deposition, was duly sworn or affirmed by me, to testify the truth, the whole truth, and nothing but the truth;
That the testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed under my direction and supervision;
That the foregoing pages contain a full, true, and accurate record of the proceedings and testimony to the best of my skill and ability;
That review and correction by the witness was

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not requested.
I further certify that I am not a relative or employee or attorney or counsel of any of the parties, nor am I financially interested in the outcome of this action.

IN WITNESS WHEREOF, I have subscribed my name this 16th day of November, 2025.

Aileen Neitzert

_____
AILEEN NEITZERT, CSR NO. 5318

No. 605682

Re: Deposition of David Kokakis
Date: 11/11/2025
Case: Concord Music Group -v- Anthropic
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Page	Line	Correction/Change and Reason
16	8	Change "Civil Procedure 36" to "Civil Procedure 30(b)(6)"; Clarification
21	18	Change "Draughton, D-R-A-U-G-H-T-O-N" to "Draughon. D-R-A-U-G-H-O-N"; Misspelling
21	22	Change "Draughton's" to "Draughon's"; Misspelling
22	3	Change "Draughton's" to "Draughon's"; Misspelling
80	1	Replace "but that's never nor should it be at" with "but that's never. nor should it be, at"; Clarification
81	17	Replace "anti-delusion" with "anti-dilution"; Mistranscription
323	20-21	Change "I believe in had human artistry" to "I believe in human artistry"; Clarification

12/17/2025
(Date)

(Signature)

No. 605682

Re: Deposition of **David Kokakis**
Date: 11/11/2025
Case: Concord Music Group -v- Anthropic
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ACKNOWLEDGMENT OF DEPONENT

I, David Kokakis, 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.

12/17/2025 _____
(Date) (Signature)