EXHIBIT 152

From: Burrell, Robin C.
Sent: Monday, April 20, 2026 6:31 PM
To: Nick Hailey; Tompros, Louis W.; Mehta, Sonal; Gooch, Taylor; Holtzblatt, Ari; Grubow, Jared V.; Anwar, Zaki U.; WH Anthropic-Concord Service
Cc: Harvey, Thomas; Knowles, Jeffrey; Patel, Bina; King, Jonathan Z.; Mandel, Richard; Dannay, Richard; Matt Oppenheim; Corey Miller; Jennifer Pariser; Andrew Guerra; Michelle Gomez-Reichman; Timothy Chung; Keith Howell
Subject: RE: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

Nick,

We are happy to meet and confer with you tomorrow or Wednesday, please provide availability for your team. We cannot agree to your terms of dismissal of half of the live claims in the case on a few hours' notice the day our summary judgment brief is due. We have previewed areas for discussion; like you, we are unable to respond within the short deadline you demand. We suggest that you raise issues earlier in the future to allow reasonable time for a conferral. But we are not available to meet and confer with you the day our brief is due on a stipulation you sent just this afternoon. That is simply not a reasonable request.

Nor can the parties agree to a "modest extension" of Anthropic's summary judgment deadline the day the brief is due. As you well know, that would require an order of the Court.

And, as your "Notice" filed this evening (without awaiting Anthropic's response to your email) acknowledges, the rules do not permit Publishers to file a "notice" "informing" the Court that Publishers are unilaterally dismissing some but not all of their claims. Rule 41(a)(1)(i) permits such a "notice" only before a defendant has answered and only to dismiss the entire "action," not just some claims. If the parties do not reach agreement, then you may file a motion to dismiss those claims under Rule 15(a)(2) and we will respond accordingly.

Best,
Robin

From: Nick Hailey <Nick@oandzlaw.com>
Sent: Monday, April 20, 2026 3:47 PM
To: Burrell, Robin C. <Robin.Burrell@wilmerhale.com>; Tompros, Louis W. <Louis.Tompros@wilmerhale.com>; Mehta, Sonal <Sonal.Mehta@wilmerhale.com>; Gooch, Taylor <Taylor.Gooch@wilmerhale.com>; Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>; Grubow, Jared V. <Jared.Grubow@wilmerhale.com>; Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>; WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>; Knowles, Jeffrey <jknowles@coblentzlaw.com>; Patel, Bina <bpatel@coblentzlaw.com>; King, Jonathan Z. <jzk@cll.com>; Mandel, Richard <rsm@cll.com>; Dannay, Richard <rxd@cll.com>; Matt Oppenheim <Matt@oandzlaw.com>; Corey Miller <Corey@oandzlaw.com>; Jennifer Pariser <JPariser@oandzlaw.com>; Andrew Guerra <Andrew@oandzlaw.com>; Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>; Timothy Chung <tchung@oandzlaw.com>; Keith Howell <KHowell@oandzlaw.com>
Subject: Re: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

EXTERNAL SENDER

Robin,

We have already offered to enter a stipulation memorializing our voluntary dismissal of the contributory and vicarious claims in this case with prejudice. Anthropic should accept that reasonable proposal, which would narrow the issues in dispute in this case consistent with the Court's guidance in its Standing Order, and which is justified by an intervening change in the law among various other factors.

Instead, Anthropic is seeking to exploit Publishers' good-faith attempts to narrow the case in order to gain an unfair litigation advantage. Not only are you improperly seeking to extract additional concessions in this case (on top of Publishers' agreed-to dismissal of these secondary claims with prejudice), you are now seeking to leverage this to your advantage in the *Concord II* case and unnamed other future cases. That is entirely improper and Publishers will not agree to those baseless demands. As for *Concord II*, that case presents different issues with respect to vicarious liability because of (among other things) the different parties, different works in suit, and different time periods at issue. We are happy to separately discuss the vicarious liability claim in *Concord II* with you, but we cannot respond within the one-hour deadline you demand. Likewise, we cannot agree to your demand for a consent judgment here. If there are different modifications to the stipulation that you wish to discuss, such as a modest extension of your deadline to file the summary judgment brief to remove your contributory and vicarious arguments, we are open to discussing further.

If you are nevertheless rejecting the stipulation we have proposed, then we request again that you let us know your availability today for a meet and confer so that we can file a motion to effect the voluntary dismissal of the contributory and vicarious claims with the Court. And, if you are rejecting our stipulation, then we intend to file a notice today informing the Court of our dismissal of those claims.

Nick

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From: Burrell, Robin C. <Robin.Burrell@wilmerhale.com>
Date: Monday, April 20, 2026 at 2:21 PM
To: Nick Hailey <Nick@oandzlaw.com>, Tompros, Louis W. <Louis.Tompros@wilmerhale.com>, Mehta, Sonal <Sonal.Mehta@wilmerhale.com>, Gooch, Taylor <Taylor.Gooch@wilmerhale.com>, Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>, Grubow, Jared V. <Jared.Grubow@wilmerhale.com>, Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>, WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>, Knowles, Jeffrey <jknowles@coblentzlaw.com>, Patel, Bina <bpatel@coblentzlaw.com>, King, Jonathan Z. <jzk@cll.com>, Mandel, Richard <rsm@cll.com>, Dannay, Richard <rxd@cll.com>, Matt Oppenheim <Matt@oandzlaw.com>, Corey Miller <Corey@oandzlaw.com>, Jennifer Pariser <JPariser@oandzlaw.com>, Andrew Guerra <Andrew@oandzlaw.com>, Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>, Timothy

Chung <tchung@oandzlaw.com>, Keith Howell <KHowell@oandzlaw.com>
Subject: RE: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

Nick,

While you attempt to frame your proposal as an effort to narrow the case, Publishers' effort to drop these claims on the eve of Anthropic's filing—after 2.5 years of litigation—is an improper attempt to avoid an adverse judgment. We cannot agree to the stipulation as drafted (which was sent for the first time at 12 ET / 9 PT the morning of Anthorpic's filing). Publishers have known that these claims are meritless for weeks, and affirmatively dropped their contributory infringement claim in *Concord II* two weeks ago, and should have known they were meritless for even longer. Publishers could have raised this at any point over the last week (or month) and chose not to.

As we told you last night, we have no intention of wasting the Court's time. To the contrary, we want to *avoid* wasting the Court's time. That is why Anthropic is asking for the finality it would be entitled to based on entry of summary judgment in its favor. It is your proposal that invites a waste of the Court's time—and indeed prejudicially exposes Anthropic to risk of future litigation that can and should be resolved conclusively at this time.

Please confirm by 12:30 PT that you agree to the following additions or revisions to the stipulation you proposed: (1) that Publishers will file a separate stipulation no later than April 21 dismissing the vicarious infringement claims as to Anthropic in *Concord II* with prejudice, (2) that no Publisher, affiliate, parent, or subsidiary will assert a claim for contributory infringement or vicarious infringement under the Copyright Act against Anthropic in *Concord II* or any future case, (3) that the stipulation be revised to reflect a consent judgment.

These are the provisions we need to ensure that Publishers' eleventh-hour attempt to abandon these claims is not merely an effort avoid an adverse judgment now while Publishers keep open the possibility of asserting these claims again in the future.

Best,
Robin

From: Nick Hailey <Nick@oandzlaw.com>
Sent: Monday, April 20, 2026 12:02 PM
To: Burrell, Robin C. <Robin.Burrell@wilmerhale.com>; Tompros, Louis W. <Louis.Tompros@wilmerhale.com>; Mehta, Sonal <Sonal.Mehta@wilmerhale.com>; Gooch, Taylor <Taylor.Gooch@wilmerhale.com>; Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>; Grubow, Jared V. <Jared.Grubow@wilmerhale.com>; Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>; WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>; Knowles, Jeffrey <jknowles@coblentzlaw.com>; Patel, Bina <bpatel@coblentzlaw.com>; King, Jonathan Z. <jzk@cll.com>; Mandel, Richard <rsm@cll.com>; Dannay, Richard <rxd@cll.com>; Matt Oppenheim <Matt@oandzlaw.com>; Corey Miller <Corey@oandzlaw.com>; Jennifer Pariser <JPariser@oandzlaw.com>; Andrew Guerra <Andrew@oandzlaw.com>; Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>; Timothy Chung <tchung@oandzlaw.com>; Keith Howell <KHowell@oandzlaw.com>
Subject: Re: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

EXTERNAL SENDER

Robin,

We've attached a proposed stipulation (and corresponding proposed redline of the complaint), consistent with our prior emails to you explaining that we do not intend to proceed with our contributory and vicarious liability claims (Counts II and III). As you will see, the stipulation makes clear that

Publishers are voluntarily dismissing these claims with prejudice. We expect that will provide Anthropic with the "finality" it requests. Given our discussions, there is absolutely no basis for Anthropic to contend that these claims remain live, nor is there any reason for Anthropic to proceed with briefing summary judgment on these claims or demand judgment on them. If Anthropic nevertheless insists on unnecessarily briefing these issues and wasting the Court's time, we will make clear that this is a problem of Anthropic's making, not ours.

Please let us know by today at 5 pm ET whether Anthropic will agree to the stipulation, so that we can have it promptly filed.

If Anthropic refuses to stipulate, let us know your availability to meet and confer today, so that we can file a motion to effect the voluntary dismissal of these claims with the Court.

Finally, we continue to disagree with your mischaracterizations of the underlying record, as we've already explained to you in detail, and as we will explain to the Court if needed.

Best,

Nick

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From: Burrell, Robin C. <Robin.Burrell@wilmerhale.com>
Date: Sunday, April 19, 2026 at 11:54 PM
To: Nick Hailey <Nick@oandzlaw.com>, Tompros, Louis W. <Louis.Tompros@wilmerhale.com>, Mehta, Sonal <Sonal.Mehta@wilmerhale.com>, Gooch, Taylor <Taylor.Gooch@wilmerhale.com>, Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>, Grubow, Jared V. <Jared.Grubow@wilmerhale.com>, Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>, WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>, Knowles, Jeffrey <jknowles@coblentzlaw.com>, Patel, Bina <bpatel@coblentzlaw.com>, King, Jonathan Z. <jzk@cll.com>, Mandel, Richard <rsm@cll.com>, Dannay, Richard <rxd@cll.com>, Matt Oppenheim <Matt@oandzlaw.com>, Corey Miller <Corey@oandzlaw.com>, Jennifer Pariser <JPariser@oandzlaw.com>, Andrew Guerra <Andrew@oandzlaw.com>, Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>, Timothy Chung <tchung@oandzlaw.com>, Keith Howell <KHowell@oandzlaw.com>
Subject: RE: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)
Nick,

As you know, Judge Lee's Standing Order requires the moving party to meet and confer with the opposing party at least seven days before the filing of any motion and, during the conference, disclose the bases for the anticipated motion. That is precisely what Anthropic did. Your suggestion that Anthropic owed a preview of its motion to Publishers at some earlier point is baseless.

You are also incorrect that Anthropic's anticipated motion is "contrary" to other filings outlining its summary judgment arguments. First, you point to Anthropic's response to Non-Party BMG's Administrative Motion to Consider Whether Cases Should Be Related. Dkt. 676. In that motion, Anthropic stated that it would "move for summary judgment on *inter alia* fair use as to training and Concord Publishers' CMI claims." You also point to Anthropic's reply in support of its motion to stay, filed in *Concord II*. But nowhere did Anthropic represent that it was exhaustively cataloguing its summary judgment arguments in *Concord I* (nor was it required to). The motion to stay highlighted examples of overlapping issues between the two cases.

Your revisionist history aside, you still have not provided any explanation why Publishers told Anthropic during the meet and confer (which was *after* Publishers had dropped contributory infringement from *Concord II*) that Publishers were maintaining their contributory infringement claims here. Nor have you provided any explanation why, after we emailed you to confirm that position, you sat silent only to tell us for the first time on Sunday after 7 pm ET / 4 pm PT that you would be abandoning these claims.

You also have not shared any proposal for this "stipulation" that would indicate the terms on which you are proposing that Anthropic agree to dismissal of these claims. What is clear is that after litigating these claims for two and half years, Publishers seek to dismiss them but will not agree to entry of judgment with prejudice. Anthropic is entitled to the finality of a judgment with prejudice affirming that it has prevailed on these claims. Because these claims are extant and that parties' dispute remains live, and because Anthropic's motion is due tomorrow, Anthropic will seek summary judgment on them.

Best,
Robin

From: Nick Hailey <Nick@oandzlaw.com>
Sent: Sunday, April 19, 2026 10:06 PM
To: Burrell, Robin C. <Robin.Burrell@wilmerhale.com>; Tompros, Louis W. <Louis.Tompros@wilmerhale.com>; Mehta, Sonal <Sonal.Mehta@wilmerhale.com>; Gooch, Taylor <Taylor.Gooch@wilmerhale.com>; Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>; Grubow, Jared V. <Jared.Grubow@wilmerhale.com>; Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>; WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>; Knowles, Jeffrey <jknowles@coblentzlaw.com>; Patel, Bina <bpatel@coblentzlaw.com>; King, Jonathan Z. <jzk@cll.com>; Mandel, Richard <rsm@cll.com>; Dannay, Richard <rxd@cll.com>; Matt Oppenheim <Matt@oandzlaw.com>; Corey Miller <Corey@oandzlaw.com>; Jennifer Pariser <JPariser@oandzlaw.com>; Andrew Guerra <Andrew@oandzlaw.com>; Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>; Timothy Chung <tchung@oandzlaw.com>; Keith Howell <KHowell@oandzlaw.com>
Subject: Re: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

EXTERNAL SENDER

Robin,

The timing about which you complain is a problem entirely of Anthropic's own creation. Anthropic disclosed for the first time that it would be moving for summary judgment on the contributory and vicarious liability claims last Monday afternoon, a mere week before its summary judgment deadline. Notably, that disclosure was contrary to the position that Anthropic had previously taken in multiple filings in recent weeks in which it outlined its anticipated summary judgment arguments—each of which omitted any mention of moving for summary judgment on contributory or vicarious liability. *See, e.g.*, *Concord I*, ECF No. 676; *Concord II*, ECF No. 74. If you had disclosed the actual basis of your summary judgment motion in these filings, or asked to meet and confer with us earlier (as we did with respect to

our summary judgment motion), then we could have worked with you to resolve this issue earlier. You did not. Nevertheless, following our discussion with you just six days ago in which you disclosed for the first time that your summary judgment motion would address these secondary claims, we promptly conferred with our clients and evaluated a number of other factors impacting the summary judgment motion (including the *Cox v. Sony* case decided by the Supreme Court mere weeks ago), and have moved quickly to notify you regarding our intent not to proceed with the contributory and vicarious claims—***before*** you filed your summary judgment brief. That is exactly how the Court's Standing Order rule regarding meeting and conferring in advance of filing motions is intended to work—we are agreeing to "narrow disputed issues" and "reduce motion practice." Your attempt to weaponize that against us is entirely improper.

We are preparing a proposed stipulation and will share it with you as soon as we can. But, to be clear, we do not agree to entry of judgment against Publishers on those counts, and there is no basis for you to make that demand. Likewise, you should not misinterpret our decision not to proceed on these claims as conceding in any way that these "claims are meritless."

If you insist on briefing summary judgment on claims for which we have notified you that we do not intend to pursue, you do so at your own risk. We reserve all rights.

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From: Burrell, Robin C. <Robin.Burrell@wilmerhale.com>
Date: Sunday, April 19, 2026 at 9:09 PM
To: Nick Hailey <Nick@oandzlaw.com>, Tompros, Louis W. <Louis.Tompros@wilmerhale.com>, Mehta, Sonal <Sonal.Mehta@wilmerhale.com>, Gooch, Taylor <Taylor.Gooch@wilmerhale.com>, Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>, Grubow, Jared V. <Jared.Grubow@wilmerhale.com>, Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>, WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>, Knowles, Jeffrey <jknowles@coblentzlaw.com>, Patel, Bina <bpatel@coblentzlaw.com>, King, Jonathan Z. <jzk@cll.com>, Mandel, Richard <rsm@cll.com>, Dannay, Richard <rxd@cll.com>, Matt Oppenheim <Matt@oandzlaw.com>, Corey Miller <Corey@oandzlaw.com>, Jennifer Pariser <JPariser@oandzlaw.com>, Andrew Guerra <Andrew@oandzlaw.com>, Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>, Timothy Chung <tchung@oandzlaw.com>, Keith Howell <KHowell@oandzlaw.com>
Subject: RE: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

Nick,

As you know, our motion for summary judgment is due tomorrow. We met and conferred last Monday—6 full days ago. During that call, we specifically asked you whether you were maintaining your contributory infringement claim following *Cox* and also pointed out that you had dropped contributory infringement from the *Concord II* case. That was your opportunity to let us know you were dropping these claims to "narrow disputed issues and reduce motion practice." Or you could have done that at any point last week. There is no good-faith basis for Publishers to have waited until Sunday night, the night before our filing, to let us know you are dropping half of the claims you have been pursuing for years.

Separately, your eleventh-hour concession that your claims are meritless, but refusal to share the language of your proposed stipulation makes it impossible for Anthropic to evaluate your offer. Please confirm by 7 p.m. PT that Publishers will agree to entry of judgment against Publishers on Counts II and III with prejudice. If you do not agree, Anthropic will have no choice but to proceed with its motion as drafted and will make clear that Publishers are the cause of the extra paper the Court will need to sift through.

Best,
Robin

From: Nick Hailey <Nick@oandzlaw.com>
Sent: Sunday, April 19, 2026 7:11 PM
To: Tompros, Louis W. <Louis.Tompros@wilmerhale.com>; Mehta, Sonal <Sonal.Mehta@wilmerhale.com>; Gooch, Taylor <Taylor.Gooch@wilmerhale.com>; Holtzblatt, Ari <Ari.Holtzblatt@wilmerhale.com>; Burrell, Robin C. <Robin.Burrell@wilmerhale.com>; Grubow, Jared V. <Jared.Grubow@wilmerhale.com>; Anwar, Zaki U. <Zaki.Anwar@wilmerhale.com>; WH Anthropic-Concord Service <WHAnthropic-ConcordService@wilmerhale.com>
Cc: Harvey, Thomas <tharvey@coblentzlaw.com>; Knowles, Jeffrey <jknowles@coblentzlaw.com>; Patel, Bina <bpatel@coblentzlaw.com>; King, Jonathan Z. <jzk@cll.com>; Mandel, Richard <rsm@cll.com>; Dannay, Richard <rxd@cll.com>; Matt Oppenheim <Matt@oandzlaw.com>; Corey Miller <Corey@oandzlaw.com>; Jennifer Pariser <JPariser@oandzlaw.com>; Andrew Guerra <Andrew@oandzlaw.com>; Michelle Gomez-Reichman <MGomez-Reichman@oandzlaw.com>; Timothy Chung <tchung@oandzlaw.com>; Keith Howell <KHowell@oandzlaw.com>
Subject: Concord v. Anthropic (Case No. 5:24-cv-03811-EKL-SVK)

EXTERNAL SENDER

Counsel,

Following up on our meet and confer discussion last week, we've further conferred with our clients regarding your forthcoming summary judgment motion and the bases for that motion that we discussed. Based on our conferral, and in light of a number of factors, we are writing to provide you notice that Publishers do not intend to proceed on our claims for contributory liability and vicarious liability (Counts II and III of the First Amended Complaint). We are doing so in an effort to narrow disputed issues and reduce motion practice, consistent with the Court's Standing Order, and we are notifying you now so that you do not need to address these claims in your forthcoming summary judgment motion. We will separately draft a stipulation memorializing that we do not intend to proceed on Counts II and III.

Best,

Nick

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