EXHIBIT 27

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

Case Number: 5:24-cv-03811-EKL-SVK

PLAINTIFFS' OBJECTIONS AND RESPONSES TO DEFENDANT'S SECOND SET OF REQUESTS FOR ADMISSION (NOS. 16–24)

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY PORTIONS HIGHLIGHTED IN YELLOW

Pursuant to Rules 26 and 36 of the Federal Rules of Civil Procedure, Plaintiffs Concord Music Group, Inc.; Capitol CMG, Inc.; Universal Music Corp., Songs of Universal, Inc., Universal Music – MGB NA LLC, Polygram Publishing, Inc., Universal Music – Z Tunes LLC (collectively, "UMPG"); and ABKCO Music, Inc. (collectively with UMPG, "Publishers") hereby respond through the undersigned counsel to Defendant Anthropic PBC's ("Anthropic") Second Set of Requests for Admission ("Anthropic's RFAs") as follows:

PRELIMINARY STATEMENT

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

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

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

3. Publishers object to any Definition, Instruction, or Request to the extent it is overbroad or unduly burdensome, or purports to impose upon Publishers any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure (Fed. R. Civ. P.), the Local Rules of this Court, or any other applicable rule. Publishers also object to any Definition, Instruction, or Request to the extent it purports to impose a duty or obligation on Publishers to conduct a search for information beyond a reasonably diligent search of Publishers' corporate files where information responsive to these Requests would reasonably be expected to be found.

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

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

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

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

OBJECTION TO SPECIFIC DEFINITIONS

1. Publishers object to Definition No. 2 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1). Given the size and complexity of Publishers' corporate structures, the inclusion of all "all past or present, direct or indirect, subsidiaries, affiliates, divisions, business units, predecessors in interest, successors, divisions, Employees, Agents, and attorneys, and all other Persons acting on behalf of any such entity or entities" would not only unreasonably expand Publishers' burden of review but would also purport to submit non-parties not in possession, custody, or control of relevant information in this Litigation to discovery. Publishers will interpret "Plaintiffs," "Publishers," "You," or "Your" to mean the entities identified in Publishers' Complaint and, if any, affiliates under their control identified by Publishers to be in possession, custody, or control of potentially relevant information.

2. Publishers object to Definition No. 6 on the basis that it is vague and ambiguous to the extent the term "AI" is used independently of additional qualifying terms, since "artificial

intelligence" alone can encompass, without limitation, any number of services, products, or things that relate to artificial intelligence, whether currently existing or not.

3. Publishers object to Definition No. 7 on the basis that that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Definition, as worded, includes all compositions that "may" be listed in an amended complaint. Although Publishers reserve the right to bring additional claims related to any of their musical compositions to which they own or control exclusive rights, Publishers cannot also be expected to search for and furnish information related to musical compositions that they may not have yet contemplated asserting claims for at this stage in the case and absent full discovery between the parties. Accordingly, Publishers will interpret "Asserted Works" or "Publishers' Asserted Works" to mean the musical compositions that are listed in Exhibit A of the First Amended Complaint, ECF No. 337-1, and any additional compositions to which Publishers own or control exclusive rights listed in a subsequently amended complaint.

4. Publishers object to Definition No. 11 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Definition, as worded, purports to include information beyond the scope of the issues in this Litigation, such as by seeking information that is "in any way touching upon." Publishers will interpret the terms listed in Definition No. 11 to mean relating to, referring to, describing, evidencing or constituting or in any way relevant within the meaning of Fed. R. Civ. P. 26(b)(1).

5. Publishers object to Definition No. 12 to the extent it seeks to impose requirements and obligations on Plaintiffs differing from or exceeding those seth forth in the Federal Rules of Civil Procedure and the Local Rules of the Northern District of California, and/or any applicable order of this Court. Publishers will interpret "Documents" within the scope and meaning of Federal Rule of Evidence 1001 and Federal Rule of Civil Procedure 34.

6. Publishers object to Definition No. 13 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because it purports to include Persons or entities not within Publishers' control or employment, whether "active or retired . . . current or former." Publishers cannot search for or furnish information from Persons or

entities outside of their employment or control. Publishers will interpret "employee" to mean officer, employee, or partner of the designated entity, whether full-time or part-time, and compensated or not.

OBJECTIONS TO SPECIFIC INSTRUCTIONS

1. Publishers object to Instruction No. 3 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Instruction, as worded, purports to require Publishers to furnish information "through the present," which constitutes an ever-shifting timeline with no end. Publishers will interpret "the present" as the date Anthropic served its Requests on August 1, 2025. Where agreed to and without foregoing their objections, Publishers will furnish information from between January 1, 2021, and August 1, 2025.

2. Publishers object to Instruction No. 4 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Instruction purports to require Publishers to furnish information that may be duplicative of other Requests from Anthropic. Where agreed to and without foregoing their objections, Publishers will furnish responsive and non-privileged information to the extent it is not duplicative of another Request.

3. Publishers object to Instruction No. 5 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Instruction purports to require Publishers to furnish "all available information." Where agreed to and without foregoing their objections, Publishers will only furnish information that is relevant and responsive to Anthropic's Requests. Publishers further object to Instruction No. 5 to the extent it requires Publishers to furnish information in the possession of persons not under Publishers' control. Publishers will interpret Instruction No. 5 to only require Publishers to furnish relevant and responsive information that is in the possession, custody, or control of Publishers.

4. Publishers object to Instruction No. 10 to the extent it requires Publishers to effectively rewrite Anthropic's Requests, Definitions, or Instructions to resolve any ambiguities or deficiencies in their construction.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 16

Admit that You have not executed a copyright license agreement with any licensee that allows the licensee to train a Generative AI model on any or all of Your Asserted Works.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers further object to this Request on the basis that it is so vague, ambiguous, and lacking in specificity that Publishers are unable to respond in good faith. For example, the Request is unclear as to what it means "to train a Generative AI model on" something or for what purpose in connection with the "execut[ion]" of any agreement, let alone an undefined "copyright license agreement."

Subject to and without waiving the foregoing objections, Publishers respond as follows: To the extent this Request is asking Publishers to admit that they do not have any license agreements specifically pertaining to the use of their Asserted Works in connection with "training" Generative AI as of the date of this Response, Publishers respond as follows: Admitted. Except as admitted, the Request is denied.

REQUEST FOR ADMISSION NO. 17

Admit that You have not received any revenue, profit, or royalties derived from any license of Your Asserted Works to train a Generative AI model.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers further object to this Request on the basis that it is so vague, ambiguous, and lacking in specificity that Publishers are unable to respond in good faith. In particular, the Request is unclear as to what it means "to train a Generative AI model." Subject to and without waiving the foregoing objections, Publishers respond as follows: Admitted.

REQUEST FOR ADMISSION NO. 18

Admit that You are not aware of any copyright agreement in which any music publisher licenses any licensee any lyrics for training a Generative AI model.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers object to this Request on the basis that it is so vague, ambiguous, and lacking in specificity that Publishers are unable to respond in good faith. For example, it is unclear whether this Request's use of the undefined term "music publisher" refers to any music publisher in the world for all time, or specifically to the music publishers in this case. Similarly, it is unclear what is meant by the undefined terms "copyright agreement," "licensee," "lyrics," and "training," including to the extent those undefined terms call for legal conclusions.

Subject to, and in light of the foregoing objections, Publishers are unable to respond to this Request at this time, including because any admission or denial would misrepresent the circumstances that are the subject of Anthropic's Request.

REQUEST FOR ADMISSION NO. 19

Admit that Anthropic needs "billions or trillions of words" to train Claude.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers object to this Request on the basis that it is so vague, ambiguous, and lacking in specificity that Publishers are unable to respond in good faith. For example, the Request does not specify *what* it is asking Publishers to admit Claude needs "billions or trillions of words" to be "train[ed]" to do. In any event, Publishers are otherwise unable to answer this question because they do not have access to the highly confidential information necessary to determine what Anthopic or Claude "needs," including because that information is possessed exclusively by Anthropic.

Subject to, and in light of the foregoing objections, Publishers are unable to respond to this Request at this time, including because any admission or denial would misrepresent the circumstances that are the subject of Anthropic's Request.

REQUEST FOR ADMISSION NO. 20

Admit that none of the Asserted Works is needed to train Claude.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers

object to this Request on the basis that it is so vague, ambiguous, and lacking in specificity that Publishers are unable to respond in good faith. For example, the Request does not specify *what* it is asking Publishers to admit Claude does not need the Asserted Works to be trained to do. In any event, Publishers are otherwise unable to answer this question because they do not have access to the highly confidential information necessary to determine what Anthropic or Claude "needs," including because that information is possessed exclusively by Anthropic.

Subject to, and in light of the foregoing objections, Publishers are unable to respond to this Request at this time, including because any admission or denial would misrepresent the circumstances that are the subject of Anthropic's Request.

REQUEST FOR ADMISSION NO. 21

Admit that each of the Asserted Works includes creative content other than lyrics, including but not limited to music.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers object to this Request on the basis that it is vague, ambiguous, and lacking in specificity. For example, it is unclear what is meant by the undefined phrase "creative content," which may encompass a wide range of potentially irrelevant material. Accordingly, any admission or denial by Publisheres would misrepresent the circumstances that are the subject of this Request.

Subject to and without waiving the foregoing objections, Publishers respond as follows: Publishers admit that the copyrighted musical compositions for which they own and control exclusive rights, including the Asserted Works, include music and lyrics. Except as admitted, the Request is denied.

REQUEST FOR ADMISSION NO. 22

Admit that the creative content of each Asserted Work is not solely its lyrics.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers object to this Request on the basis that it is vague, ambiguous, and lacking in specificity. For example, it is unclear what is meant by the undefined phrase "creative content," which may

encompass a wide range of potentially irrelevant material. Accordingly, any admission or denial by Publisheres would misrepresent the circumstances that are the subject of this Request.

Subject to and without waiving the foregoing objections, Publishers respond as follows: Publishers admit that the copyrighted musical compositions for which they own and control exclusive rights, including the Asserted Works, include music and lyrics. Except as admitted, the Request is denied.

REQUEST FOR ADMISSION NO. 23

Admit that the creative content of at least one Asserted Work is not solely its lyrics.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers object to this Request on the basis that it is vague, ambiguous, and lacking in specificity. For example, it is unclear what is meant by the undefined phrase "creative content," which may encompass a wide range of potentially irrelevant material. Accordingly, any admission or denial by Publisheres would misrepresent the circumstances that are the subject of this Request.

Subject to and without waiving the foregoing objections, Publishers respond as follows: Publishers admit that the copyrighted musical compositions for which they own and control exclusive rights, including the Asserted Works, include music and lyrics. Except as admitted, the Request is denied.

REQUEST FOR ADMISSION NO. 24

Admit that each of the Asserted Works is a song.

RESPONSE: Publishers reassert and incorporate the objections described in their Preliminary Statement and Objections to Definitions and Instructions as set forth above. Publishers object to this Requst on the basis that it is vague, ambiguous, and lacking in specificity with respect to the undefined term "song."

Subject to and without waiving the foregoing objections, Publishers respond as follows: Publishers admit thate each of the Asserted Works is a musical composition as that term is defined and interpreted under the Copyright Act. *See, e.g.*, 17 U.S.C. § 102(a)(2). Except as admitted, the Request is denied.

Dated: September 2, 2025

Respectfully submitted,

/s/ Bret Matera

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CERTIFICATE OF SERVICE

I hereby certify that on September 2, 2025, I caused the foregoing document to be served on the following counsel via email:

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