EXHIBIT 4

(FILED UNDER SEAL)

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE DIVISION

Case No. 5:24-cv-03811-EKL-SVK

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

EXPERT REPORT AND DISCLOSURE OF JULIE L. DAVIS

Submitted December 19, 2025

HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY

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I. Background and Experience

I have been providing audit and financial consulting services to attorneys and corporate clients for forty-seven years. The early part of my career was devoted to directing and performing independent financial audits of private and publicly held companies ranging from manufacturing entities to financial institutions at Touche Ross & Co., which at the time was one of the Big 8 accounting firms. Drawing upon that background, I have spent the last thirty-seven years consulting extensively with companies involved in business and intellectual property disputes. Prior to starting my own firm, Davis & Hosfield Consulting LLC, I served as the Partner-in-Charge of the National Intellectual Property Practice at KPMG LLP and prior to that served as the Co-Managing Partner of the Global Intellectual Asset Consulting Practice at Andersen LLP. Davis & Hosfield Consulting LLC was acquired by Stout Risius Ross, LLC ("Stout") in August 2022. I am currently a Managing Director at Stout.

I have worked on numerous intellectual property cases during my career and have conducted complex studies of damages and other matters related thereto. These studies have included evaluations of lost sales, lost profits, incremental profits, manufacturing and marketing capacities, fixed and variable costs, product line profitability, price erosion, reasonable royalties, unjust enrichment, and prejudgment interest. I have testified in matters related to these studies.

In addition to intellectual property disputes, I have assisted companies in developing intellectual property strategies and managing their intellectual property portfolios. I have also conducted studies related to those portfolios including patent portfolio analyses, competitive assessments, licensing analyses, cost studies, and benchmarking studies. In addition, I have co-authored a book, *Edison in the Boardroom*, on the best practices used by leading companies in managing their intellectual property.

I graduated in 1978, *summa cum laude*, from Kansas State University with a Bachelor of Science degree in Business Administration and Accounting. In the same year, I earned the Gold Key in the State of Kansas for the highest score in the state on the CPA exam. I am a licensed CPA in California, Illinois, Kansas, Missouri, and Texas. I am a member of the American Institute of Certified Public Accountants, American Bar Association, and Licensing Executives Society. My curriculum vitae, which is attached as Exhibit 1, describes in more detail my professional credentials including other publications and prior testimony experience as required under Federal Rule of Civil Procedure 26(a)(2)(B).

II. Scope of Retention

The above-referenced matter relates to, among other things, claims of copyright infringement filed by various music publishers against Anthropic PBC ("Anthropic").[1] The specific music publishers named as plaintiffs in this matter are as follows:

- Concord Music Group, Inc. ("Concord");[2]
- ***Capitol CMG, Inc.*** d/b/a Ariose Music, d/b/a Capitol CMG Genesis, d/b/a Capitol CMG Paragon d/b/a Greg Nelson Music, d/b/a Jubilee Communications, Inc., d/b/a Meadowgreen Music Company, d/b/a Meaux Hits, d/b/a Meaux Mercy, d/b/a River Oaks Music, d/b/a Shepherd's Fold Music, d/b/a Sparrow Song, d/b/a Worship Together Music, d/b/a Worshiptogether.com Songs; ***Universal Music Corp.*** d/b/a Almo Music Corp., d/b/a Criterion Music Corp., d/b/a Granite Music Corp., d/b/a Irving Music, Inc., d/b/a Michael H. Goldsen, Inc., d/b/a Universal – Geffen Music, d/b/a Universal Music Works; ***Songs of Universal, Inc.*** d/b/a Universal – Geffen Again Music, d/b/a Universal Tunes; ***Universal Music – MGB NA LLC*** d/b/a Multisongs, d/b/a Universal Music – Careers, d/b/a Universal Music – MGB Songs; ***Polygram Publishing, Inc.*** d/b/a Universal – Polygram International Tunes, Inc., d/b/a Universal – Polygram International Publishing, Inc., d/b/a Universal – Songs of Polygram International, Inc.; ***Universal Music – Z Tunes LLC*** d/b/a New Spring Publishing, d/b/a Universal Music – Brentwood Benson Publishing, d/b/a Universal Music – Brentwood Benson Songs, d/b/a Universal Music – Brentwood Benson Tunes, d/b/a Universal Music – Z Melodies, d/b/a Universal Music – Z Songs (collectively, "Universal");[3] and
- ABKCO Music, Inc. ("ABKCO").[4]

For the purposes of this report, I may refer to Concord, Universal, and ABKCO collectively, as "the Music Publishers" or "the Plaintiffs."

The Music Publishers allege that "Anthropic violates Publishers' copyrights at many stages of the development of its AI models. First, Anthropic engages in the wholesale copying of Publishers' copyrighted

[1] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 1-2 and 66-74.

[2] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 9.

[3] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 9-11 (emphasis added to delineate the six Universal entities separate and apart from their "d/b/a" names).

[4] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 11.

lyrics as part of the initial data ingestion process to formulate the training data used to program its AI models."[5] "Second, Anthropic creates additional unauthorized reproductions of Publishers' copyrighted lyrics when it cleans, processes, trains with, and/or finetunes the data ingested into its AI models, including when it tokenizes the data."[6] "Third, Anthropic's AI models disseminate identical and near-identical copies of a wide range of Publishers' copyrighted lyrics, in further violation of Publishers' rights."[7] The Music Publishers also allege that Anthropic "employ[s] extraction tools to systematically remove copyright notices and other copyright management information during the training of its AI models, and program[s] those models to generate output that copies Publishers' lyrics while omitting such copyright management information"[8] The claims asserted by the Music Publishers against Anthropic are direct copyright infringement; contributory infringement; vicarious infringement; and removal or alteration of copyright management information.[9] As part of the allegations in this matter, the Music Publishers have identified 499 songs as "[a] non-exhaustive, exemplary list of the musical compositions for which Publishers are the legal or beneficial copyright owners, and which Anthropic has infringed."[10] For purposes of this report I may refer to these 499 songs, whether collectively or some subset of, as "the Asserted Works."

Stout was retained by Wilmer Cutler Pickering Hale and Dorr LLP ("Counsel") on behalf of Anthropic in the above-referenced matter to, among other things and as relevant to this report, address and analyze certain elements of a copyright damages claim for which the Music Publishers would be entitled to a remedy of Anthropic's profits.[11] I have also been asked to analyze the financial data produced by the Plaintiffs, as well as other information, as it relates to Factor 4 of the fair use defense, which is "the effect of the use upon the potential market for or value of the copyrighted work."[12]

[5] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 18.

[6] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 23.

[7] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 24.

[8] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 60.

[9] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66-74.

[10] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A.

[11] The Music Publishers' disclosures indicate that one form of damages that they may seek is Anthropic's profits (see Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, p. 5).

[12] Title 17 U.S.C. § 107(4).

I understand that Anthropic contests liability on all counts.[13] I offer no opinion relating to the liability elements in this matter. However, for the purpose of forming my opinions in this report, I have assumed that Anthropic will be found liable for the claims asserted against it.

This report outlines the apportionment factors that I expect to use to calculate the portion of Anthropic's profits that could potentially be attributable to Anthropic's alleged infringement, which I will calculate in my rebuttal report after the Music Publishers identify gross revenues in their opening damages report. This report also includes my observations related to Factor 4 of the fair use defense. The Plaintiffs have made clear they "anticipate significant reliance on expert analysis to establish actual and statutory damages in this novel and complex area of law" and have not put forth specific calculations of damages in their Rule 26(a)(1) Initial Disclosures.[14] For issues on which the Plaintiffs bear the burden of proof, which I understand include but are not limited to, actual damages under 17 U.S.C. §§ 504 and 1203 and statutory damages under 17 U.S.C. §§ 504 and 1203, I expect to address these issues as well as respond to the Plaintiffs' arguments, as appropriate, in my rebuttal report to be submitted at a time consistent with the Court's scheduling order. As part of that analysis, as it relates to any actual damages, I expect to consider, among other things, the license agreements that have been produced by the Plaintiffs in this matter. As it relates to statutory damages, I expect to address proportionality including comparing the Plaintiffs' statutory damages claim to any actual damages or damages measured as Anthropic's profits.

My project team and I have been engaged for this assignment at the hourly billing rates of the individuals assigned plus expenses. My hourly billing rate is $1,100. The hourly billing rates of other individuals working on this engagement range from $300 to $720. The amount of our fees is not contingent upon the opinions expressed herein or on the outcome of this matter.

III. Information Considered

My opinions are based upon information available to me as of the date of this report. I, and professionals working under my direction, have relied upon and examined documents produced by the parties, along with publicly available information. A listing of all documents considered is attached as Exhibit 2.

[13] Defendant Anthropic PBC's Answer and Affirmative Defenses, dated October 22, 2025, pp. 27-31.

[14] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, pp. 8-9.

Among other things, we reviewed the testimony and exhibits from the following depositions:

Concord

- Duff Berschback, Executive Vice President of Business and Legal Affairs, dated October 10, 2025.

Universal

- Kent Draughon, Senior Vice President of Publishing Administration and Operations at Capitol CMG, Inc. ("CCMG"), dated November 5, 2025; and
- David Kokakis, Chief Counsel at Universal Music Publishing, Inc., dated November 11, 2025.

ABKCO

- Alisa Coleman, Chief Operating Officer, dated October 29, 2025; and
- William Pittenger, Senior Vice President, General Counsel and Business Development, dated October 7, 2025.

Anthropic

- Daniela Amodei, a founder and President, dated November 12, 2025;
- Dawn Drain, Member of Technical Staff, dated November 12, 2025;
- Deep Ganguli, Ph.D., Member of Technical Staff, dated November 6, 2025;
- Jared Kaplan, a founder and Chief Science Officer, dated November 21, 2025;
- Jane Leibrock, Head of User Experience Research, dated October 15, 2025;
- Benjamin Mann, Member of Technical Staff, dated November 20, 2025 and November 21, 2025;
- Vinay Rao, Ph.D., former Head of Safeguards, dated November 5, 2025;
- Pranay Sangani, Data Researcher, dated November 10, 2025;
- Thomas Turvey, Vice President of Product Partnerships, dated November 5, 2025; and
- Devin Whittle, Head of Finance and Strategy, dated October 14, 2025.

Other

- Michael Candore, founding member and Managing Director of BCGuardian, dated November 3, 2025; and
- Bart Herbison, Executive Director of the Nashville Songwriters Association International, dated

September 30, 2025.

We also held discussions with the following individuals:

- Dr. Jeff Bilmes, LLM expert retained on behalf of Anthropic;
- Dr. Andrew Bray, data science expert retained on behalf of Anthropic; and
- Devin Whittle, Head of Finance and Strategy at Anthropic.

My opinions are based on my skills, knowledge, experience, education, and training, as well as information gathered by and/or provided to me as of the date of this report. It is usual and customary for experts to consider and/or rely upon sources of information such as those identified above and in Exhibit 2 in forming damages opinions.

I understand that I may be asked to testify regarding my opinions contained herein as well as related matters, including those raised on cross examination, those necessary to address matters raised by the Music Publishers' witnesses who testify concerning damages issues, or those otherwise raised at trial by the Music Publishers' attorneys or the Court in relation to matters set forth in this report. I expect to further elaborate and expand on the content of my report as necessary to make my testimony understandable to the Court and/or jury. To the extent helpful to explain, or to put in context, the subject matters discussed throughout my report, I also expect to provide further general explanations of the matters I discuss. In connection with any testimony, I may rely on materials referenced in this report and in the attachments and demonstrative exhibits to be prepared and identified before my testimony. Citations to material supporting my opinions are meant to be exemplary, not exhaustive. Thus, for example, where I cite a document to support an opinion or statement offered below, there may be additional documents I have reviewed that similarly support the opinion or statement, and I may rely on those additional documents if I am called to testify at trial or a hearing in this case.

I understand that other new information may become available prior to trial. Therefore, I will be prepared to supplement my report in the event that any new facts that may become known to me prior to or during trial impact my opinions and bases therefor.

IV. Background Information

A. Parties to this Matter

i. The Plaintiffs

Concord, Universal, and ABKCO are music publishers.[15] At a high-level, "[a] music publisher is an entity which invests its resources into the creation, promotion, acquisition, licensing, and/or administration of musical work assets and receives revenue when these assets are commercially exploited."[16] The Plaintiffs have admitted that "they are music publishers and not the actual songwriters of any Asserted Work" and "did not write the lyrics to any Asserted Work."[17]

1. Concord

Concord "is a Delaware corporation with its principal place of business in Nashville, Tennessee."[18] It "is a global, independent music publisher that owns and/or controls exclusive rights with respect to over 800,000 copyrighted musical compositions, including the lyrics contained therein."[19] According to Duff Berschback, Executive Vice President of Business and Legal Affairs, Concord, among other things, "promotes, markets, and licenses musical compositions," "administers licenses, collects royalties, and provides various other important administrative functions on behalf of songwriters," and "is [] charged with protecting the compositions that songwriters work so hard to create."[20]

[15] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 9 and 11.

[16] https://blog.themlc.com/resources/what-is-a-music-publisher; See also, Deposition of Bart Herbison, dated September 30, 2025, p. 23.

[17] Coleman Exhibit 6: Plaintiffs' Responses and Objections to Defendant's Fourth Set of Requests for Admissions (Nos. 1023-1035), dated October 20, 2025, p. 6.

[18] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 9.

[19] Berschback Exhibit 3: Declaration of Duff Berschback in Support of Plaintiffs' Motion for Preliminary Injunction, dated November 15, 2023, p. 1. I note that according to Concord's website, Concord Music Publishing "owns or administers more than one million copyrighted musical works" (see https://concord.com/about/).

[20] Berschback Exhibit 3: Declaration of Duff Berschback in Support of Plaintiffs' Motion for Preliminary Injunction, dated November 15, 2023, pp. 1-2.

As to how it acquires works, Mr. Berschback testified that there are several ways:

[redacted]

As it relates to this matter, Concord alleges infringement related to the lyrics of 40 musical compositions.[22]

2. Universal

The individual Universal plaintiffs are incorporated and located in various states and cities.[23] According to David Kokakis, Chief Counsel at Universal Music Publishing, Inc., "[redacted]"[24] Mr. Kokakis explained further that UMPG [redacted]."[25]

For the purposes of this report, references to the "UMPG Plaintiffs" will refer to the five Universal plaintiff entities, excluding CCMG, namely—Universal Music Corp.; Songs of Universal, Inc.; Universal Music – MGB NA LLC; Polygram Publishing, Inc.; and Universal Music – Z Tunes LLC.[26, 27]

[21] Deposition of Duff Berschback, dated October 10, 2025, p. 34.

[22] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[23] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 9-11.

[24] Deposition of David Kokakis, dated November 11, 2025, p. 24.

[25] Deposition of David Kokakis, dated November 11, 2025, p. 24.

[26] Kokakis Exhibit 16: Declaration of David Kokakis in Support of Plaintiffs' Motion for Preliminary Injunction, dated August 1, 2024, p. 2.

[27] While there are several named plaintiffs that fall under the "Universal" umbrella, certain documents produced in this matter were Bates labeled with "CCMG" and CCMG also identified its own 30(b)(6) witness for certain topics. CCMG "is its own entity that falls under the UMG [Universal Music Group] umbrella;" however, CCMG separately relies on the

As music publishers, the UMPG Plaintiffs' "primary business is to seek out and develop songwriters to create, exploit, and distribute copyrighted compositions through publishing entities."[28] The UMPG Plaintiffs "own and/or control exclusive rights with respect to an extensive catalog of copyrighted musical compositions. The copyrights in these compositions protect both their lyrics and the underlying melodies, harmonies, and rhythms."[29] As "a regular part of [its] business," UMPG "acquire[s] copyrights from other parties," and although less common, has also purchased catalogs "from other music publishing companies," and acquired in full other music publishing companies.[30] Mr. Kokakis testified that the number of works in the UMPG catalog [redacted]"[31] As it relates to this matter, the UMPG Plaintiffs allege infringement related to the lyrics of 419 musical compositions.[32]

CCMG "is the leading music publisher in the faith-based entertainment industry."[33] It "owns and/or controls exclusive rights with respect to an award-winning catalog of copyrighted musical compositions, including chart-topping hits on both the Christian and mainstream music charts."[34] According to Kent Draughon, Senior Vice President of Publishing Administration and Operations at CCMG, as it relates to acquiring songs, CCMG has acquired catalogs from other music publishers which also includes acquiring other publishing

broader Universal entity for aspects of its business (see Deposition of Kent Draughon, dated November 5, 2025, pp. 29-30 and, for example, 137-139; Deposition of David Kokakis, dated November 11, 2025, pp. 16-17). I further note that in his declaration, Mr. Draughon stated that "CCMG is part of Universal Music Publishing Group" (see Draughon Exhibit 4: Declaration of Kenton Draughon in Support of Plaintiffs' Motion for Preliminary Injunction, dated July 30, 2024, p. 2). The delineation in naming, *i.e.*, "the UMPG Plaintiffs" and "CCMG," is consistent with definitions used in declarations submitted by Mr. Kokakis and Mr. Draughon.

[28] Kokakis Exhibit 16: Declaration of David Kokakis in Support of Plaintiffs' Motion for Preliminary Injunction, dated August 1, 2024, p. 2.

[29] Kokakis Exhibit 16: Declaration of David Kokakis in Support of Plaintiffs' Motion for Preliminary Injunction, dated August 1, 2024, p. 2.

[30] Deposition of David Kokakis, dated November 11, 2025, pp. 92-93.

[31] Deposition of David Kokakis, dated November 11, 2025, pp. 91-92.

[32] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[33] Draughon Exhibit 4: Declaration of Kenton Draughon in Support of Plaintiffs' Motion for Preliminary Injunction, dated July 30, 2024, p. 2.

[34] Draughon Exhibit 4: Declaration of Kenton Draughon in Support of Plaintiffs' Motion for Preliminary Injunction, dated July 30, 2024, p. 2.

businesses.[35] Mr. Draughon testified that the majority of CCMG's acquisitions are where a songwriter sells his/her publishing share to CCMG.[36] CCMG's catalog [redacted].[37] As it relates to this matter, CCMG alleges infringement related to the lyrics of 32 musical compositions.[38]

3. ABKCO

ABKCO "is a New York corporation with its principal place of business in New York, New York."[39] It is "a leading independent music publisher . . . founded in the late 1950s and is one of the last remaining family-owned and operated music publishing companies."[40] According to William Pittenger, Senior Vice President, General Counsel and Business Development at ABKCO, in general, ABKCO acquires/receives interest in copyrights through "exclusive songwriter agreements for a term with a grant of copyright. [It has] acquired full catalogs, preexisting catalogs from other music publishers and entities," and it also has "exclusive administration deals with songwriters and other publishers."[41] According to Mr. Pittenger, a music publisher

> can own a copyright or [] could administer the rights of someone else who owns a copyright. So, for example, an administration deal would be if a songwriter or another publisher owns the copyrights, but ABKCO would administer on their behalf. So [ABKCO does not] own the copyright. [It] license[s], collect[s] the revenue and pay[s] the revenue to the publisher who owns the copyright or the songwriter who owns the copyright.[42]

ABKCO's catalog consists [redacted].[43] As it relates to this matter, ABKCO alleges infringement related to the lyrics of 25 musical compositions.[44]

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[35] Deposition of Kent Draughon, dated November 5, 2025, pp. 83-84.

[36] Deposition of Kent Draughon, dated November 5, 2025, pp. 84-85.

[37] Deposition of Kent Draughon, dated November 5, 2025, p. 48.

[38] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[39] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 11.

[40] Coleman Exhibit 4: Declaration of Alisa Coleman in Support of Plaintiffs' Motion for Preliminary Injunction, dated July 31, 2024, p. 2.

[41] Deposition of William Pittenger, dated October 7, 2025, p. 45.

[42] Deposition of William Pittenger, dated October 7, 2025, pp. 40-41.

[43] Deposition of Alisa Coleman, dated October 29, 2025, p. 50.

[44] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

ii. Anthropic

Anthropic is a Public Benefit Corporation ("PBC") incorporated in Delaware.[45] According to its amended and restated certificate of incorporation, "[t]he specific public benefit that [Anthropic] will promote is to responsibly develop and maintain advanced AI for the long term benefit of humanity."[46] "Founded in 2021, . . . Anthropic is an artificial intelligence ('AI') safety and research company that aims to create reliable, beneficial AI systems. Anthropic's signature product is a series of AI models known as Claude."[47] Anthropic released Claude "via an application programming interface ('API') to certain business users in late 2022."[48] Then, it released Claude 1 and Claude Instant models in March 2023,[49] and had a broader public release of its conversational website interface, Claude.ai, in July 2023.[50] According to Devin Whittle, Head of Finance and Strategy at Anthropic, the API product "is for developers to build on top of [Anthropic's] models. . . . [Claude.ai], which . . . [Anthropic] often refer[s] to as [its] 'apps product[,]' . . . [is] a 'chatbot.'"[51] I discuss Claude in further detail below.

B. The Asserted Works

The Asserted Works relate to the lyrics associated with 499 "musical compositions."[52] According to Mr. Berschback, "[a] musical composition is a musical work, as understood by the Copyright Act," that is "[a] song," that consists primarily of "lyrics and melody."[53] Mr. Berschback testified that the melody is "the compositional notes of the song and the way in which they are expressed by the songwriter."[54] That expression would also include "rhythm and harmony, and pitch and key and tone and all kinds of different

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[45] Whittle Exhibit 5: Amended and Restated Certificate of Incorporation of Anthropic, PBC, dated May 20, 2024, p. 1.

[46] Whittle Exhibit 5: Amended and Restated Certificate of Incorporation of Anthropic, PBC, dated May 20, 2024, p. 1; See also, Deposition of Devin Whittle, dated October 14, 2025, p. 36.

[47] Declaration of Julia Lowd in Support of Defendant's Opposition to Plaintiffs' Motion for Preliminary Injunction, dated January 15, 2024, pp. 1-2; See also, Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, pp. 1-2.

[48] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 2.

[49] https://www.anthropic.com/news/introducing-claude.

[50] https://www.anthropic.com/news/claude-2.

[51] Deposition of Devin Whittle, dated October 14, 2025, p. 42.

[52] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 3, 66, 69, and 71 and Exhibit A.

[53] Deposition of Duff Berschback, dated October 10, 2025, p. 21.

[54] Deposition of Duff Berschback, dated October 10, 2025, p. 22.

things."[55] Mr. Berschback testified that Concord typically obtains a copyright for an entire musical composition (*i.e.*, music and lyrics).[56]

Mr. Kokakis testified that a musical composition is "typically a combination of elements including lyrics, melody, chord structure, the underlying musical bed, and other copyrightable elements."[57] Mr. Kokakis confirmed that "[a]ll of the various elements of a musical composition are protected by copyright."[58] Likewise, CCMG [redacted].[59] Mr. Draughon testified that CCMG [redacted] which includes the lyrics and melody.[60]

Similarly, Mr. Pittinger testified that lyrics are part "of a copyright for a musical composition."[61] Alisa Coleman, Chief Operating Officer at ABKCO, testified that the Asserted Works are musical compositions, the components of which are the lyrics, musical notes, and tempo (*i.e.*, the speed at which the song is played).[62] Therefore, I understand that the lyrics are not the entirety of the asserted copyrights.[63] I also understand the asserted copyrights do not include the sound recording of a musical composition as those recordings would be a separate copyright.[64]

[55] Deposition of Duff Berschback, dated October 10, 2025, p. 23.

[56] Deposition of Duff Berschback, dated October 10, 2025, pp. 23 and 35-36.

[57] Deposition of David Kokakis, dated November 11, 2025, pp. 31-32. Mr. Kokakis testified that the "underlying musical bed" would include "[t]he instrumentation, chord structure, melodic structure . . . which is distinct from the lyrical element of the musical composition" (see Deposition of David Kokakis, dated November 11, 2025, p. 32).

[58] Deposition of David Kokakis, dated November 11, 2025, pp. 32 and 89.

[59] Deposition of Kent Draughon, dated November 5, 2025, p. 51.

[60] Deposition of Kent Draughon, dated November 5, 2025, pp. 47-48.

[61] Deposition of William Pittenger, dated October 7, 2025, p. 52.

[62] Deposition of Alisa Coleman, dated October 29, 2025, p. 24.

[63] Deposition of Duff Berschback, dated October 10, 2025, p. 31; Deposition of David Kokakis, dated November 11, 2025, p. 32; Deposition of Kent Draughon, dated November 5, 2025, pp. 47-48; Deposition of Alisa Coleman, dated October 29, 2025, pp. 49-50 and 54.

[64] Deposition of Duff Berschback, dated October 10, 2025, p. 32; Deposition of David Kokakis, dated November 11, 2025, p. 26; Deposition of William Pittenger, dated October 7, 2025, p. 43.

As noted above, the Plaintiffs have identified 499 specific songs that are asserted in this matter.[65] Further, across the Asserted Works, multiple publishers may have rights to an individual work. For example, as summarized in the table below, Concord and UMPG both have rights to 13 of the Asserted Works:[66]

Music Publisher	# of Works Asserted
Concord Only	27
Concord & UMPG Plaintiffs	13
UMPG Plaintiffs Only	402
CCMG Only	29
CCMG & UMPG Plaintiffs	3
ABKCO Only	24
ABKCO & UMPG Plaintiffs	1
Total Asserted Works	**499**

The Music Publishers may not solely own the copyright of the Asserted Works. For example, if a particular song had two songwriters, the publisher may have an agreement with only one of the songwriters. In those instances, any entity wanting to license a song would have to enter into an agreement with that particular publisher as well as any other entities that have a controlling interest in the song.[67] As described by Mr. Draughon, CCMG does "[redacted]."[68] The attached Appendix B shows the ownership share the Plaintiffs' have for each Asserted Work.

i. Revenues from the Asserted Works[69]

The Music Publishers earn various types of revenues. As part of the production in this matter, the Plaintiffs each provided various data disclosing these revenues as well as deposition testimony describing the data. I

[65] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[66] See Appendix B. I note that the "co-interest" in a particular song is the reason why the sum of the individual Asserted Works by publisher exceeds 499; Calculated as 40 + 419 + 32 + 25 = 516.

[67] Deposition of Kent Draughon, dated November 5, 2025, p. 55.

[68] Deposition of Kent Draughon, dated November 5, 2025, p. 56.

[69] Certain of the data described below were produced in PDF format and not as a native Excel file or files. For example, both the UMPG Plaintiffs' and CCMG's revenue data for the Asserted Works were produced as PDFs. Additionally, certain of the PDFs included shading or other formatting issues that made the conversion to a useable format difficult. I have endeavored to accurately reflect the data produced by the Plaintiffs in the attached appendices to this report.

discuss this data and testimony below. Before doing so, I provide a high-level overview of the business and revenue generation of the Plaintiffs.

As described above, the Music Publishers earn revenues from the songs (including the Asserted Works) to which they have rights. Revenues can be generated from, among other avenues, live performances in concert; print (*i.e.*, sheet music); karaoke; as well as the display of lyrics through Internet search engines, such as Google, or the websites of lyric aggregators.[70] Related to this latter category, according to Mr. Kokakis, "there are only three companies in the world that do what [lyric aggregators] do," namely, LyricFind, Genius, and Musixmatch, with Mr. Kokakis testifying that "Musixmatch and LyricFind being probably the premier ones that have been in business for north of a decade that everybody goes to."[71] Mr. Berschback testified that

> lyric aggregators, such as Musixmatch and Lyric[F]ind . . .license [] lyrics, and then they -- in the case of [LyricFind], they have their own consumer destination site. But for the most part, what they do is they turn around and they sublicense the lyrics rights to other companies . . . who use or otherwise incorporate lyrics into their services, which sometimes take the form of a lyric display, but can often take other forms as well.[72]

The [redacted][74] or

[70] See, for example, CONCORD_0000016715; UMPG_0000000616; UMPG_0000000728; ABKCO_0000000611.

[71] Deposition of David Kokakis, dated November 11, 2025, pp. 137-138; https://www.lyricfind.com/products/lyric-search; https://www.musixmatch.com/search; https://genius.com/.

[72] Deposition of Duff Berschback, dated October 10, 2025, p. 127.

[73] See, for example, [redacted], dated January 23, 2023 (ABKCO_0000000705-ABKCO_0000000711 at ABKCO_0000000709-ABKCO0000000710); [redacted], dated March 5, 2023 (ABKCO_0000000738-ABKCO_00000000746 at ABKCO_0000000738).

[74] See, for example, License Agreement between Snap Inc. and Concord Music Group, Inc., [redacted] (CONCORD_0000015912-CONCORD_0000015922 at CONCORD_0000015916); [redacted] to Amended and Restated Snap License Agreement between Snap Inc. and Universal Music Publishing, Inc., [redacted] (UMPG_0000023040-UMPG_0000023041 at UMPG_0000023040); Music Publishing Catalog License Agreement between Snap Inc. and Capitol CMG Publishing, [redacted] (CCMG_0000000217-CCMG_0000000227 at CCMG_0000000219); Music Publisher License Agreement between National Music Publishers Association and TikTok Inc., [redacted] (ABKCO_0000000304-ABKCO_0000000318 at ABKCO_0000000308).

[redacted],[75] among others. The scope of the agreements can vary [redacted].[76]

When revenues are received, to the extent required, amounts are then paid to songwriters in a manner that is consistent with each songwriter's agreement with the publisher. [redacted].[77] As it relates to the present matter, I understand that the Plaintiffs have indicated that, [redacted].[78] In addition, Mr. Berschback testified that [redacted]

[75] See, for example, Agreement between Concord and LyricFind Inc., [redacted] (CONCORD_0000000168-CONCORD_0000000174 at CONCORD_0000000170); Agreement between Capitol CMG Inc., d/b/a Capital CMG Music Publishing and LyricFind Inc., [redacted] (CCMG_0000000209-CCMG_0000000216 at CCMG_0000000211); Agreement between Universal Music Publishing Limited and LyricFind Inc., [redacted] (UMPG_0000018093-UMPG_0000018103 at UMPG_0000018095-UMPG_0000018096); Agreement between ABKCO Music, Inc. and LyricFind Inc., [redacted] (ABKCO_0000000052-ABKCO_0000000068 at ABKCO_0000000055-ABKCO_0000000056). [redacted] (CONCORD_0000015934-CONCORD_0000015936).

[76] See, for example, Licensing Agreement between Musixmatch SPA and Pulse Publishing Administration, dated [redacted] (CONCORD_0000000212-CONCORD_0000000219 at CONCORD_0000000212); Merchandise Synchronization License between Concord Music Group, Inc. and AG Interactive, Inc., [redacted] (CONCORD_0000015767-CONCORD_0000015772 at CONCORD_0000015767); Licensing Agreement between Musixmatch SRL and Universal Music Publishing Limited, [redacted] (UMPG_0000000335-UMPG_0000000351 at UMPG_000000336-UMPG_000000337); Mission to Israel Songbook / "Blowin' in the Wind" (UMPG_0000000930-UMPG_0000000931); Musixmatch Licensing Agreement (CCMG_0000000237-CCMG_0000000254 at CCMG_0000000237); License No. 4132127, [redacted] (CCMG_0000000001-CCMG_0000000004); Licensing Agreement between Musixmatch SPA and ABKCO Music Inc., [redacted] (ABKCO_0000000045-ABKCO_0000000051 at ABKCO_0000000045); Lyric Reprint License between ABKCO Music, Inc. and Oxford University Press, [redacted] (ABKCO_0000001212-ABKCO_0000001218).

[77] Kokakis Exhibit 11: Administration Agreement, [redacted] (UMPG_0000023686-UMPG_0000023712 at UMPG_0000023690 and UMPG_0000023694); Deposition of David Kokakis, dated November 11, 2025, p. 57.

[78] Deposition of Duff Berschback, dated October 10, 2025, pp. 46-51; Deposition of David Kokakis, dated November 11 2025, pp. 55-56; Deposition of Kent Draughon, dated November 5, 2025, pp. 73-77; Deposition of Alisa Coleman, dated October 29, 2025, pp. 40-42.

[redacted].”[79]

I am also aware that during the discovery process, [redacted] revenues can be estimated from certain of the produced documents based on, for example, the differences between certain line-item revenues produced by the Plaintiffs where figures were and were not redacted. For purposes of this report, I have omitted the [redacted] from the revenue summaries included in the appendices. I may at a later date include estimates of those revenue amounts, if necessary, to rebut the Plaintiffs' damages claims.

With this background, I discuss below the data and testimony specific to each of the Music Publishers. I also understand that the Court ordered the Plaintiffs to produce updated financial documents through the end of the third quarter of 2025 (*i.e.*, September 2025). I understand that the Plaintiffs produced updated revenue data on December 16, 2025, three days before this report was due. This resulted in more than 14,000 additional data entries, and it was not feasible to process this volume of additional data ahead of this report's deadline. I expect to supplement the analysis and conclusions disclosed in this report based upon the updated financial information that was produced.

1. Concord

Concord alleges infringement of 40 of the Asserted Works.[80] Concord has [redacted].[81] This data includes the following revenue categories:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

[79] Deposition of Duff Berschback, dated October 10, 2025, p. 49.

[80] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[81] CONCORD_0000016715.

- [redacted]
- [redacted].[82]

Mr. Berschback testified that [redacted][83]

Concord also produced a "[redacted]" for the same period of time.[84] According to Mr. Berschback, this [redacted]."[85] Mr. Berschback also noted that this summary "[redacted]."[86] As it relates to Musixmatch, Mr. Berschback explained that [redacted]"[87]

Concord also produced a revenue summary for [redacted] for certain licensees (across all songs); however, Mr. Berschback did not know [redacted].[88] Mr. Berschback also testified that [redacted]

[82] Deposition of Duff Berschback, dated October 10, 2025, pp. 198-200. I note that Mr. Berschback did not know that the revenue category "Perms" related to.

[83] Deposition of Duff Berschback, dated October 10, 2025, p. 199.

[84] CONCORD_0000000815-0000000819.

[85] Deposition of Duff Berschback, dated October 10, 2025, p. 193.

[86] Deposition of Duff Berschback, dated October 10, 2025, p. 193.

[87] Deposition of Duff Berschback, dated October 10, 2025, p. 186.

[88] CONCORD_0000000668; Deposition of Duff Berschback, dated October 10, 2025, p. 185.

[redacted]."[89] This document [redacted]

[redacted][90]

Certain of the data described above is summarized in the attached Appendix C.

2. Universal

Universal alleges infringement of 448 of the Asserted Works, of which the UMPG Plaintiffs have rights to 416 songs; CCMG has rights to 29 songs; and both the UMPG Plaintiffs and CCMG have rights in three songs.[91] The data produced for both the UMPG Plaintiffs and CCMG was Bates stamped with a "UMPG" production number. Therefore, I discuss the UMPG Plaintiffs and CCMG together.

Before doing so, I note that as described on Appendix B, there are seven songs for which Concord is identified as the owner of the song, but revenues for that song have been produced by the UMPG Plaintiffs (as well as Concord).[92] There is one song, "As the Deer," where one of the UMPG Plaintiffs is identified as the owner, [redacted].[93] With the exception of one song, "[redacted], but I understand is not an Asserted Work,[94] I have included all of the revenues for the UMPG Plaintiffs and CCMG that have been provided in the financial data that has been produced and is discussed below.

For the UMPG songs, Universal produced two files. One file is labeled "[redacted]" and one file is labeled [redacted]."[95] These files provided [redacted]

[89] Deposition of Duff Berschback, dated October 10, 2025, pp. 185-186.

[90] Deposition of Duff Berschback, dated October 10, 2025, p. 186. I understand that HFA refers to the Harry Fox Agency which describes itself as "America's premier mechanical licensing institution. . . . [It's] mission is to provide [its] partners timely, efficient mechanical rights management and royalty distribution services" (see https://www.harryfox.com/history).

[91] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[92] See Appendix B.

[93] See Appendix B.

[94] [redacted] (UMPG_0000000616-UMPG_0000000637 at UMPG_0000000622); [redacted] – [redacted] (UMPG_0000000638-UMPG_0000000727 at UMPG_00000000665); First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[95] [redacted] (UMPG_0000000616-UMPG_0000000637); [redacted] (UMPG_0000000638-UMPG_0000000727).

[redacted] The [redacted].[97] The "[redacted]. For example, this included:

- [redacted]
- [redacted]
- [redacted][99]

Universal also produced a "[redacted][100] This report showed [redacted]," and [redacted].[101] Mr. Kokakis also testified that [redacted].[102]

For the CCMG songs, Universal produced a series of individual documents for each song, [redacted].[103] Mr. Draughon testified that the [redacted][104] This data was provided [redacted]

[96] [redacted] (UMPG_0000000616-UMPG_0000000637); [redacted] (UMPG_0000000638-UMPG_0000000727).

[97] [redacted] (UMPG_0000000616-UMPG_0000000637).

[98] [redacted] (UMPG_0000000638-UMPG_0000000727).

[99] [redacted] (UMPG_0000000638-UMPG_0000000727).

[100] Deposition of David Kokakis, dated November 11, 2025, p. 304; Kokakis Exhibit 55: UMPG_0000000531.xlsx.

[101] Deposition of David Kokakis, dated November 11, 2025, p. 304.

[102] Deposition of David Kokakis, dated November 11, 2025, pp. 305 and 311; Kokakis Exhibit 55: UMPG_0000000531.xlsx.

[103] See, for example, [redacted] (UMPG_0000000728) and [redacted] Revenue (UMPG_0000000729).

[104] Deposition of Kent Draughon, dated November 5, 2025, p. 165.

[105] See, for example, [redacted] (UMPG_0000000728) and [redacted] Revenue (UMPG_0000000729).

As it relates to the income groups, Mr. Draughon testified that [redacted][106] As it relates to streaming, Mr. Draughon explained that "[redacted]"[107] When asked about the [redacted] income group, Mr. Draughon explained that [redacted]"[108] [redacted]."[109] Sync relates to "[redacted]. [redacted][110] Mr. Draughon also testified that [redacted][111] but that for other income groups, [redacted]s.[112] As it relates to [redacted] Mr. Draughon also confirmed that [redacted].[113] Mr. Draughon also provided testimony related to the [redacted].I could have revenues that are lyric-only, but that there are [redacted]."[114]

[106] Deposition of Kent Draughon, dated November 5, 2025, p. 158.

[107] Deposition of Kent Draughon, dated November 5, 2025, p. 159.

[108] Deposition of Kent Draughon, dated November 5, 2025, p. 159.

[109] Deposition of Kent Draughon, dated November 5, 2025, p. 159.

[110] Deposition of Kent Draughon, dated November 5, 2025, pp. 159-160.

[111] Deposition of Kent Draughon, dated November 5, 2025, p. 161.

[112] Deposition of Kent Draughon, dated November 5, 2025, pp. 158-160 and 164-165.

[113] Deposition of Kent Draughon, dated November 5, 2025, p. 163.

[114] Deposition of Kent Draughon, dated November 5, 2025, pp. 171-172; See, for example, [redacted] (UMPG_0000000729).

Mr. Draughon's testimony was specific to questions related to CCMG songs. However, given that documents produced specific to the [redacted], I have assumed that the testimony provided by Mr. Draughon related to describing the "income groups" also applies to the data specific to the UMPG Plaintiffs.

Certain of the data described above is summarized in the attached Appendix D and Appendix E.

3. ABKCO

ABKCO alleges infringement of 25 of the Asserted Works.[115] ABKCO [redacted] These revenues were broken out in five categories: [redacted].[117] According to Mr. Pittenger,

> [redacted] the Harry Fox Agency. It was a . . .collective rights organization that collects mechanical income on behalf of music publishers and then pays out to the music publishers.
>
> . . . [T]hey would issue a mechanic -- if you were a record company and you were going to press some CDs or vinyl, you need a mechanical license for all the musical compositions. So you would go to the Harry Fox Agency and you would get a mechanical license and you would pay a statutory rate for it. Harry Fox would issue the license, the record label would pay Harry Fox, and then Harry Fox would pay ABKCO music as a music publisher.
>
> It's also common for music publishers to issue direct mechanical licenses. So, again, if you're a record company, you can come directly to [ABKCO] and [it] would . . . issue the record company a mechanical license. So that would cover, again, vinyl records, CD records, digital downloads.
>
> [redacted] [M]echanical Licensing Collective ['MLC'], which came about in 2021. They issue a blanket license to all the digital service providers like Spotify and Apple and Amazon Music for streaming, mechanical streaming income.

[115] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 66, 69, and 71 and Exhibit A; See Appendix B.

[116] ABKCO_0000000611.xlsx, '#1' tab; Deposition of William Pittenger, dated October 7, 2025, p. 108.

[117] ABKCO_0000000611.xlsx, '#1' tab.

[redacted].[118]

[redacted] relates to the "public performance right. So there are two main collective rights organizations, BMI and ASCAP. There are a few other smaller ones. So BMI and ASCAP issue blanket, public-performance licenses to radio stations [and] music venues. . . . Licensees pay them the money, the royalties. They process it. And then they remit statements to the music publishers, including ABKCO Music, Inc."[119] [redacted]

> is the combination of music and video. So within synchronization is licenses for motion pictures, television shows, video games, a television advertisement or an online advertisement, anytime you're marrying music with audio-visual.

[redacted].[120]

[redacted] refers to the "traditional print business. . . . So that's [] sheet music, traditional printed sheet music or digital sheet music. [redacted]

[118] Deposition of William Pittenger, dated October 7, 2025, pp. 108-110.

[119] Deposition of William Pittenger, dated October 7, 2025, p. 110.

[120] Deposition of William Pittenger, dated October 7, 2025, pp. 111-112.

[redacted].”[121] Other is “[redacted]” and could include, for example, [redacted].[122] Mr. Pittinger testified that he believed [redacted].[123] More specifically, Mr. Pittinger testified that “[redacted].”[124] But, like the other publishers, [redacted]”[125]

ABKCO produced a [redacted].[126] According to Mr. Pittinger, these [redacted].[127] In addition, ABKCO provided “[redacted]”[128] These [redacted][129]

Certain of the data described above are summarized in the attached Appendix F.

[121] Deposition of William Pittenger, dated October 7, 2025, pp. 112-113.

[122] Deposition of William Pittenger, dated October 7, 2025, p. 113.

[123] Deposition of William Pittenger, dated October 7, 2025, p. 115.

[124] Deposition of William Pittenger, dated October 7, 2025, pp. 116-117.

[125] Deposition of William Pittenger, dated October 7, 2025, p. 115.

[126] Deposition of William Pittenger, dated October 7, 2025, p. 108; ABKCO_0000000611.xlsx; ABKCO_0000000413.xlsx, ‘License Revenue’ tab.

[127] Deposition of William Pittenger, dated October 7, 2025, pp. 116-117; ABKCO_0000000611.xlsx, ‘#1’ tab.

[128] Deposition of William Pittenger, dated October 7, 2025, p. 89; ABKCO_0000000413.xlsx, ‘License Revenue’ tab.

[129] ABKCO_0000000413.xlsx, ‘License Revenue’ tab.

C. Claude

"Claude is a Large Language Model ['LLM'] —a **general purpose, generative AI model** designed to respond like an intelligent human to user prompts."[130] According to Jared Kaplan, Ph.D., a co-founder and Chief Science Officer at Anthropic,

> LLMs are text-based generative AI models that use deep learning techniques and train on extremely large data sets to understand, summarize, generate, and predict new content. In addition to generating new texts, LLMs can also translate texts, summarize or rewrite content, or engage in conversation with users. The purpose of generative AI models is to understand user queries and respond intelligently in a manner approximating a human assistant.[131]

i. Claude Training

LLMs, like Claude, are built using a neural network, "which is a computer program capable of studying enormous datasets of texts and extracting statistical and linguistic information about those texts, in an effort to gain a generalized understanding of human language."[132] This neural network "is shown a vast dataset consisting of "hundreds of millions, if not billions, of pieces of content. This set of materials is known collectively as the 'training corpus.'"[133] "[T]he corpus is preprocessed and broken down into 'tokens.'"[134] Tokens "are the segments of text that are fed into and generated by the machine learning model. [Tokens] can be individual characters, whole words, parts of words, or even larger chunks of text."[135] According to Dr. Kaplan, "[t]rillions of tokens are required to properly train an LLM like Claude and to ultimately allow the LLM to recognize patterns in language to any useful degree. The volume is necessary to allow the LLM

[130] Defendant's Technology Tutorial Demonstratives, dated November 2024, Slide 3 (emphasis in original).

[131] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 2.

[132] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 5.

[133] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 5.

[134] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 5.

[135] Defendant's Technology Tutorial Demonstratives, dated November 2024, Slide 9.

to gain a generalized understanding of how humans read and write text, so that it can interpret novel prompts and produce novel outputs."[136]

Dr. Kaplan explained further that "[i]n addition to a broad volume of data, any functional general purpose LLM requires a very diverse set of training data to gain a sufficiently precise understanding of the full range of human language and human experience;" however, "when texts are similar they are considered fungible for purposes of the model."[137] "The goal of training an LLM is to develop a generalized understanding of language patterns—not to memorize specific content from the training corpus. This enables the LLM to understand a virtually limitless array of potential user prompts, and produce a broad range of novel outputs in response."[138] In his declaration, Dr. Kaplan explained that as of August 2024, Anthropic had "invested hundreds of thousands of hours and hundreds of millions of dollars to train Claude" and that he expected the costs and efforts expended will rise as future versions of Claude are trained.[139] [redacted]

As noted above, the Plaintiffs allege that Anthropic infringes the copyrights of the Asserted Works in training Claude, both by the "initial data ingestion process" and in processing the data, including tokenization.[141] According to Dr. Kaplan, "Anthropic did not seek out those specific song lyrics to train on. If those lyrics were included in the training set, it is likely because they are commonly found all across the Internet,

[136] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 6. [redacted] (see Deposition of Pranay Sangani, dated November 10, 2025, p. 55).

[137] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 6.

[138] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 6.

[139] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 7.

[140] [redacted]

[141] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 18 and 23.

[redacted] To the extent the lyrics of the Asserted Works were included in the training set, "they would constitute an infinitesimal portion of the publicly available data that Anthropic obtained to ensure it had the necessary volume and diversity of data needed to train Claude."[143] Dr. Kaplan testified that "song lyrics are not particularly useful, and, for example, that just to gain cultural and [other] knowledge, music criticism, music reviews, might be as or more useful . . . for the purposes in which Claude's used."[144]

Benjamin Mann, Member of Technical Staff at Anthropic, testified that Anthropic does not "view it as important to include lyrics" in Claude's training data.[145] He explained that Anthropic "need[s] to train frontier models with the best capabilities from a knowledge/work standpoint, from a hard sciences standpoint" and "[t]hose are the kinds of things that [Anthropic] really care[s] about."[146] As for song lyrics, Mr. Mann testified that "if [they] happen to be widespread on the Internet and are not behind robots.txt,[147] are not behind a paywall, all of which [Anthropic] respect[s], then those things would incidentally get picked up in [Anthropic's] crawl and end up in the training data.[148] Mr. Mann explained that having such data (*i.e.*, song lyrics) "doesn't make a huge negative impact on the models' capabilities for the things [Anthropic] care[s] the most about. And so [Anthropic has not] done the effort to filter them out."[149]

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[142] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 9. "Common Crawl is an extremely large-scale, open-access scrape [*i.e.*, 'making a copy of the contents that are downloaded when visiting a web page'] of the web that is used across industry and academia for a wide variety of purposes. [Mr. Mann] believe[s] it's a nonprofit foundation that does this and makes this data available to anybody who wants it" (see Deposition of Benjamin Mann, dated November 20, 2025, pp. 47 and 53 (30(b)(6))).

[143] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 9; Defendant Anthropic PBC's Amended and Supplemental Response to Plaintiffs' Interrogatory No. 6, dated October 9, 2025, p. 3.

[144] Deposition of Jared Kaplan, dated November 21, 2025, pp. 149-150.

[145] Deposition of Benjamin Mann, dated November 20, 2025, p. 114 (30(b)(6)).

[146] Deposition of Benjamin Mann, dated November 20, 2025, p. 116 (30(b)(6)). A "frontier model" is a "model at the . . . cutting edge of ability" (see Deposition of Daniela Amodei, dated November 12, 2025, p. 118).

[147] I understand that robots.txt "is a standard by which content owners, website maintainers . . . can indicate preferences around what data they would like automated access – robots to access within their site" (see Deposition of Pranay Sangani, dated November 10, 2025, p. 181).

[148] Deposition of Benjamin Mann, dated November 20, 2025, pp. 116-117 (30(b)(6)).

[149] Deposition of Benjamin Mann, dated November 20, 2025, pp. 116-117 (30(b)(6)).

I further understand that as part of training Claude, [redacted]

[redacted]

[150] Deposition of Thomas Turvey, dated November 5, 2025, pp. 66 and 71 ((30)(b)(6)).

[151] Deposition of Thomas Turvey, dated November 5, 2025, p. 70 ((30)(b)(6)).

[152] Deposition of Thomas Turvey, dated November 5, 2025, pp. 35-37 ((30)(b)(6)).

[153] Deposition of Thomas Turvey, dated November 5, 2025, p. 123 ((30)(b)(6)).

[154] Deposition of Thomas Turvey, dated November 5, 2025, p. 124 ((30)(b)(6)).

[155] Turvey Exhibit 35: Principles of Data Partnerships, dated February 27, 2024 (Anthropic_0000229152-ANTHROPIC_0000229156 at ANTHROPIC_0000229153).

[156] Turvey Exhibit 30.xlsx, 'Main' tab; Deposition of Thomas Turvey, dated November 5, 2025, pp. 23-25 ((30)(b)(6)).

[157] Deposition of Thomas Turvey, dated November 5, 2025, p. 26 ((30)(b)(6)).

[158] Deposition of Thomas Turvey, dated November 5, 2025, pp. 26-27 ((30)(b)(6)).

[redacted]

ii. Claude Product Offering

Claude is available as an API product and as an "apps product."[161] The API product allows developers to integrate Claude into their own applications.[162] Customers use the API product for various purposes including for customer support, code generation and software development, content creation and copywriting, transcript analysis, and education, tutoring, and research support.[163] The API product includes numerous "[c]ore [c]apabilities" which "enhance Claude's fundamental abilities for processing, analyzing, and generating content across various formats and use cases,"[164] and tools which "enable Claude to interact with external systems, execute code, and perform automated tasks through various tool interfaces."[165] Anthropic describes the apps product, as a "chat bot," that is available both through Claude.ai (the website interface) and through iOS and Android phone applications.[166]

Anthropic describes the apps product as a user's "thinking partner" and the "AI for problem solvers."[167] Anthropic describes using Claude for design, business strategy, software development, data analysis, and content creation.[168] As it relates to content creation, Anthropic highlights Claude capabilities related to documentation, editing, education, marketing, and translation.[169] According to Dr. Kaplan, "[o]n average

[159] Deposition of Thomas Turvey, dated November 5, 2025, p. 27 ((30)(b)(6)).

[160] Deposition of Thomas Turvey, dated November 5, 2025, pp. 127-128 ((30)(b)(6)).

[161] Deposition of Devin Whittle, dated October 14, 2025, p. 42.

[162] https://www.claude.com/platform/api; https://platform.claude.com/docs/en/intro; Deposition of Devin Whittle, dated October 14, 2025, p. 48.

[163] Defendant Anthropic PBC's Supplemental Responses and Objections to Plaintiffs' Interrogatory Nos. 14-15, dated March 7, 2025, pp. 9-13.

[164] https://platform.claude.com/docs/en/build-wih-claude/overview.

[165] https://platform.claude.com/docs/en/build-with-claude/overview.

[166] Deposition of Devin Whittle, dated October 14, 2025, pp. 42 and 84.

[167] https://claude.com/product/overview.

[168] https://claude.com/product/overview.

[169] https://claude.com/product/overview.

hundreds of thousands of users engage with Claude.ai on a daily basis, which amounts to approximately millions of conversations per day."[170]

In terms of target users, according to Jane Leibrock, Head of User Experience Research at Anthropic, "Anthropic targets developers as API users . . . in companies that are employing developers who would use [Anthropic's] API versus app. App users are not limited to developers."[171] According to Ms. Leibrock, in addition to developers, target app users are "[a] whole range of knowledge workers. Mainly workers in all sorts of different roles, including different parts of tech that aren't just developers such as product managers or designers, researchers like [herself]; people who work in accounting, advertising, the medical fields. Any sort of professional who is wanting to complete their core work using CLAUDE."[172] Ms. Leibrock defined knowledge workers as "workers who are primarily working in some way with computers in order to innovat[e], to develop novel and valuable services."[173] As it relates to non-knowledge workers, which would include an "ordinary . . . retail user," Anthropic targets them "[t]o a limited degree . . . but it's not been [Anthropic's] primary audience or market that [it is] targeting."[174] Consistent with Ms. Leibrock's testimony, in an interrogatory response, Anthropic stated that "the vast majority of Claude usage is enterprise or business usage—not consumer usage."[175] Similarly, Mr. Mann testified that Anthropic is "a very enterprise-focused company" explaining that "[e]nterprises understand [Anthropic's] brand, which is very much about safety, trust, transparency, [and] responsibility."[176]

According to Ms. Leibrock, in promoting Claude, "Anthropic promotes [its] accuracy, strength, position on the frontier as a model that lets knowledge workers and problem solvers work deeply completing their core work in more efficient, more powerful, and higher quality ways."[177] Ms. Leibrock explained further that Anthropic "promote[s] CLAUDE's safety as a model, its accuracy, its high intelligence, its skill at working

[170] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 3.

[171] Deposition of Jane Leibrock, dated October 15, 2025, p. 20.

[172] Deposition of Jane Leibrock, dated October 15, 2025, pp. 20-21.

[173] Deposition of Jane Leibrock, dated October 15, 2025, p. 21.

[174] Deposition of Jane Leibrock, dated October 15, 2025, p. 21.

[175] Ganguli Exhibit 2: Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' Third Set of Interrogatories (No. 18), dated November 5, 2025, p. 9.

[176] Deposition of Benjamin Mann, dated November 20, 2025, p. 29 (30(b)(6)).

[177] Deposition of Jane Leibrock, dated October 15, 2025, p. 26.

with a large amount of knowledge by which [Anthropic] mean[s] data that's been provided by the user to the model, its ability to show its chain of thought or reasoning to do deep research, and to work with software code or to debug code. A lot of the usage, really, it's to software code."[178] Ms. Leibrock also explained that

> users can be creative with CLAUDE when they have [] any kind of work involving creativity. It could be a scientific discovery. It could be legal work where they have ideas and CLAUDE acts as the collaborator, helping them to develop their ideas and think through them. So a specific example might be a biologist who is reading a lot of papers and has a new theory. Then they might talk to CLAUDE about it, ask CLAUDE to poke holes in it, and that shows them the places where they need to improve their ideas.[179]

As described above, the Plaintiffs claim that "Anthropic's AI models disseminate identical and near-identical copies of a wide range of Publishers' copyrighted lyrics, in further violation of Publishers' rights."[180] However, according to Dr. Kaplan, "Anthropic has not developed Claude, nor does it intend to develop Claude, to function simply as a resource for users to obtain copies of already-existing materials in response to queries. Rather, [Anthropic's] goal is to generate *original* outputs that meet the full range of customer needs."[181] Deep Ganguli, Ph.D., Member of Technical Staff at Anthropic, testified that "[t]he typical usage of CLAUDE is for writing computer software."[182] Dr. Ganguli testified further that

> at the very high level, the main use case of CLAUDE.AI and CLAUDE Code and [Anthropic's] CLAUDE API is for writing code. It's for doing software engineering tasks. That is the most common use case . . . .
>
> After that [Anthropic has] kind of published what the next kind of top uses are, but it's typically helping people to actually do work, whether that's writing, whether that's doing research, or whether that's an educator doing kind of curriculum design.
>
> CLAUDE is a very general-purpose technology.[183]

[178] Deposition of Jane Leibrock, dated October 15, 2025, pp. 26-27.

[179] Deposition of Jane Leibrock, dated October 15, 2025, p. 27.

[180] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 24.

[181] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 4 (emphasis in original).

[182] Deposition of Deep Ganguli, Ph.D., dated November 6, 2025, p. 59 (30 (b)(6)).

[183] Deposition of Deep Ganguli, Ph.D., dated November 6, 2025, p. 67 (30 (b)(6)).

[redacted]

Both the API product and apps product are available through several different mechanisms. The API product "can be purchased across three different surfaces. So [Anthropic] sell[s] it . . . 'first party,' which is selling

[184] Ganguli Exhibit 2: Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' Third Set of Interrogatories (No. 18), dated November 5, 2025, p. 7. "Clio" stands for Claude Insights and Observations and according to Dr. Ganguli, Anthropic has been using Clio since approximately November 2024 (see Deposition of Deep Ganguli, Ph.D., dated November 6, 2025, p. 145 (30(b)(1)); Deposition of Deep Ganguli, Ph.D., dated November 6, 2025, pp. 30-31 (30(b)(6))).

[185] Calculated as 10.4% + 9.2% + 7.2% + 7.1% + 6.0% + 5.7% + 4.5% + 3.9% + 3.7% + 3.5% = 61.2% (Ganguli Exhibit 26: Article, "Clio: A system for privacy-preserving insights into real-world AI use," dated August 28, 2025, p. 2).

[186] Ganguli Exhibit 2: Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' Third Set of Interrogatories (No. 18), dated November 5, 2025, p. 8; See also, Ganguli Exhibit 26: Article, "Clio: A system for privacy-preserving insights into real-world AI use," dated August 28, 2025, p. 2; Ganguli Exhibit 5: Paper, "Clio: Privacy-Preserving Insights into Real-World AI Use," dated December 18, 2024 (Anthropic_0000012987-Anthropic_0000013032 at Anthropic_0000012994).

[187] Ganguli Exhibit 2: Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' Third Set of Interrogatories (No. 18), dated November 5, 2025, p. 10. A "cluster" is group of conversations that have related attributes (see Ganguli Exhibit 5: Paper, "Clio: Privacy-Preserving Insights into Real-World AI Use," dated December 18, 2024 (Anthropic_0000012987-Anthropic _0000013032 at Anthropic_0000012990).

[188] Ganguli Exhibit 2: Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' Third Set of Interrogatories (No. 18), dated November 5, 2025, p. 9 (emphasis in original).

through Anthropic.com or on Anthropic -- for the Anthropic business. [Anthropic] also sell[s] it through both AWS, Amazon Web Services; and GCP, Google Cloud Platform."[189] [redacted]

Pricing for the API product is on a "per-token" basis.[194] In the context of pricing, a token is a "piece[] of text that models process. As a rough estimate, 1 token is approximately 4 characters or 0.75 words in English. The exact count varies by language and content type."[195] Pricing can vary depending on the model type, token type (input or output), and cache-related variances as shown below:[196, 197]

[189] Deposition of Devin Whittle, dated October 14, 2025, p. 43. [redacted]

[190] Deposition of Devin Whittle, dated October 14, 2025, p. 57; https://aws.amazon.com/bedrock/; https://aws.amazon.com/bedrock/pricing/.

[191] Deposition of Devin Whittle, dated October 14, 2025, p. 80; https://docs.cloud.google.com/vertex-ai/generative-ai/docs/partner-models/claude; https://cloud.google.com/vertex-ai/generative-ai/pricing.

[192] Deposition of Devin Whittle, dated October 14, 2025, pp. 49 and 75.

[193] Deposition of Devin Whittle, dated October 14, 2025, p. 48; [redacted]

[194] https://platform.claude.com/docs/en/about-claude/pricing; https://aws.amazon.com/bedrock/pricing/; https://cloud.google.com/vertex-ai/generative-ai/pricing.

[195] https://platform.claude.com/docs/en/about-claude/pricing.

[196] https://platform.claude.com/docs/en/about-claude/pricing. Cache pricing relates to "prompt caching," which Anthropic describes as "a powerful feature that optimizes [] API usage by allowing resuming from specific prefixes in [a user's] prompts. This approach significantly reduces processing time and costs for repetitive tasks or prompts with consistent elements" (see https://platform.claude.com/docs/en/build-with-claude/prompt-caching).

[197] Throughout this report, I reference pricing available on Anthropic's website which Mr. Whittle confirmed would be the appropriate source to use for potential customers to learn about Anthropic's pricing (see Deposition of Devin Whittle, dated October 14, 2025, p. 44).

Model	Base Input Tokens	5m Cache Writes	1h Cache Writes	Cache Hits & Refreshes	Output Tokens
Claude Opus 4.1	$15 / MTok	$18.75 / MTok	$30 / MTok	$1.50 / MTok	$75 / MTok
Claude Opus 4	$15 / MTok	$18.75 / MTok	$30 / MTok	$1.50 / MTok	$75 / MTok
Claude Sonnet 4.5	$3 / MTok	$3.75 / MTok	$6 / MTok	$0.30 / MTok	$15 / MTok
Claude Sonnet 4	$3 / MTok	$3.75 / MTok	$6 / MTok	$0.30 / MTok	$15 / MTok
Claude Sonnet 3.7 (deprecated)	$3 / MTok	$3.75 / MTok	$6 / MTok	$0.30 / MTok	$15 / MTok
Claude Haiku 4.5	$1 / MTok	$1.25 / MTok	$2 / MTok	$0.10 / MTok	$5 / MTok
Claude Haiku 3.5	$0.80 / MTok	$1 / MTok	$1.6 / MTok	$0.08 / MTok	$4 / MTok
Claude Opus 3 (deprecated)	$15 / MTok	$18.75 / MTok	$30 / MTok	$1.50 / MTok	$75 / MTok
Claude Haiku 3	$0.25 / MTok	$0.30 / MTok	$0.50 / MTok	$0.03 / MTok	$1.25 / MTok

[redacted]. Anthropic also has specific token pricing for certain features, such as batch processing which "allows asynchronous processing of large volumes of requests with a 50% discount on both input and output tokens," and long context pricing which is used for "requests that exceed 200K input tokens."[199] Additional pricing applies to tool usage, and Anthropic also has rate limits in place, depending on usage tier, that limit the number of requests.[200] Volume discounts may also be available and "are negotiated on a case-by-case basis;" likewise, "enterprise customers with specific needs" may also have different pricing options available.[201]

As it relates to the apps product (*e.g.*, Claude.ai), Anthropic has individual and team & enterprise plans.[202] Individual plans include free, pro ($17/month, billed upfront with an annual subscription, or $20 billed

[198] Deposition of Devin Whittle, dated October 14, 2025, p. 88.

[199] https://platform.claude.com/docs/en/about-claude/pricing.

[200] https://platform.claude.com/docs/en/about-claude/pricing; https://platform.claude.com/docs/en/api/rate-limits.

[201] https://platform.claude.com/docs/en/about-claude/pricing.

[202] https://claude.com/pricing.

monthly), and max plans ($100/month to $200/month).[203] Each of the plans include various features with the higher-priced plans including higher usage limits above lower-priced plans.[204] For example, "[w]hile using the free Claude plan, there is a session-based limit that will reset every five hours . . . Claude will notify [a user] when [they've] reached [their] usage limit, or if [their] prompt exceeds the available context window."[205] Related to the pro plan, from a practical perspective, Anthropic estimates that users "can expect to send around 45 messages every five hours," and the Max plans would allow users to send 225 (5x of the pro plan) to 900 messages (20x of the pro plan) every five hours.[206] The apps product is available as a MacOS or Windows download, as well as through the Apple App Store (iOS app) or Google Play (Android app).[207]

The team plans use "per-seat" pricing, with standard seats priced at $30/month (billed monthly) or $25/month (billed annually), and premium seats (which include more usage and access to Claude's code) available for $150/month (with no discount available for annual billing).[208] The enterprise plan includes additional features and functionality beyond those included in the team plan.[209] According to Mr. Whittle, the "enterprise product provides [] more capabilities, so things that enterprise businesses might need. This could include single sign-on for access control and security. There's also a difference in the total amount of tokens that a customer can consume."[210] In contrast, "[t]eam accounts are oftentimes smaller businesses. It might be a start-up that has ten or less customers and wants to get started right away."[211] On its website, Anthropic does not disclose its enterprise plan pricing, suggesting that it is specific to each customer.[212] However, Anthropic recently launched the enterprise application in the AWS marketplace.[213] Pricing disclosed for that plan in the

[203] https://claude.com/pricing; https://support.claude.com/en/articles/11049762-choosing-a-claude-plan.

[204] https://claude.com/pricing.

[205] https://support.claude.com/en/articles/8602283-about-free-claude-usage

[206] https://support.claude.com/en/articles/8324991-about-claude-s-pro-plan-usage; https://support.claude.com/en/articles/11014257-about-claude-s-max-plan-usage.

[207] https://claude.com/download; Deposition of Devin Whittle, dated October 14, 2025, pp. 84-85.

[208] https://support.claude.com/en/articles/9267289-how-is-my-team-plan-bill-calculated.

[209] https://support.claude.com/en/articles/9797531-what-is-the-enterprise-plan.

[210] Deposition of Devin Whittle, dated October 14, 2025, p. 46.

[211] Deposition of Devin Whittle, dated October 14, 2025, p. 46.

[212] https://claude.com/pricing#team-&-enterprise.

[213] Deposition of Devin Whittle, dated October 14, 2025, p. 43.

AWS marketplace shows per-seat pricing of $40/month for enterprise seats and enterprise premium seat pricing of $200/month.[214]

The pricing discussion above is not meant to be exhaustive, and other pricing options are available. [redacted] However, this section is intended to provide a high-level explanation of Anthropic's pricing for both the API product and apps product.

[redacted] Mr. Whittle also confirmed that Anthropic does not earn revenues from advertising or selling user information.[219]

[redacted]

[214] https://aws.amazon.com/marketplace/pp/prodview-nnvi6wff6ef6m. Calculated as $12,000 / 25 / 12 = $40; $12,000 / 5 / 12 = $200.

[215] Deposition of Devin Whittle, dated October 14, 2025, p. 64; Whittle Exhibit 11: Pricing Spreadsheet, dated August 2025, 'AWS Bedrock' and 'GCP Vertex' tabs.

[216] Deposition of Devin Whittle, dated October 14, 2025, p. 77; Whittle Exhibit 11: Pricing Spreadsheet, dated August 2025, 'AWS GovCloud' tab.

[217] Deposition of Devin Whittle, dated October 14, 2025, pp. 52-53; See Appendix A.

[218] Deposition of Devin Whittle, dated October 14, 2025, pp. 52-53.

[219] Deposition of Devin Whittle, dated October 14, 2025, p. 53.

[220] [redacted].

[redacted]

iii. Constitutional AI

Anthropic's Constitutional Copyright Principle, or "Constitutional AI," "is an approach that incorporates ethical principles and behavioral guidelines directly into the model's training objectives. . . . One of the Constitutional AI principles that Claude is finetuned on is to avoid substantially reproducing copyrighted content."[222] [redacted]

iv. Anthropic's Policies

As described in an interrogatory response, "Anthropic intends its commercially released Claude models to serve humans in a helpful, honest, and harmless way. Anthropic has developed policies to prohibit users from misusing Claude in a way that is inconsistent with its mission."[225] These policies include "user-facing policies;" for example, both Anthropic's Consumer and Commercial Terms of Service incorporate its "Acceptable Use Policy" that, among other things, "expressly states that users are not allowed to '[v]iolate [a]pplicable [l]aws or [e]ngage in [i]llegal [a]ctivity,' including 'using [Anthropic's] products or services to:

[221] Defendant Anthropic PBC's Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (No. 4), dated November 5, 2025, pp. 7-8.

[222] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, pp. 11-12.

[223] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 12.

[224] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 12.

[225] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 11.

[i]nfringe, misappropriate, or violate the intellectual property rights of a third party.'"[226] Furthermore, Anthropic's Consumer Terms of Service "expressly prohibit[s] users from 'access[ing] or us[ing]' Anthropic's services to 'infringe, misappropriate, or violate intellectual property or other legal rights.'"[227]

v. Claude's "Guardrails"

Anthropic also explains that it has "implemented certain technological systems intended to prevent the generation of outputs that may infringe copyrights."[228] These systems are discussed below:

- [redacted]

[226] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 11.

[227] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 11.

[228] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, pp. 11-12.

[229] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 12.

[230] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, pp. 12-13.

[231] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 13.

[232] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 13.

- [redacted]

[redacted]

V. Summary of Opinions

I understand that the Music Publishers are seeking damages both for copyright infringement and for the removal or alteration of, or distribution without, content management information ("CMI"). With respect to damages for copyright infringement, based on my experience in similar matters and discussions with Counsel,

[233] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 13.

[234] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, pp. 13-14.

[235] Defendant Anthropic PBC's Amended and Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (Nos. 9, 11, 12), dated November 12, 2025, p. 14. I understand that the CCS corpus was updated later to add one additional possible version of one of the Asserted Works (see Defendant's Notice Re: Guardrails Updates, dated December 10, 2025, p. 1).

[236] Defendant Anthropic PBC's Amended Supplemental Responses and Objections to Plaintiffs' First Set of Interrogatories (No. 12), dated December 11, 2025, p. 6.

I understand that remedies for copyright infringement are provided in 17 U.S.C. § 504 – Remedies for infringement: Damages and profits:

> (a) In General. – Except as otherwise provided by this title, an infringer of copyright is liable for either –
>
> (1) the copyright owner's actual damages and any additional profits of the infringer, as provided by subsection (b); or
>
> (2) statutory damages, as provided by subsection (c).
>
> (b) Actual Damages and Profits. –
>
> The copyright owner is entitled to recover the actual damages suffered by [it] as a result of the infringement, and any profits of the infringer that are attributable to the infringement and are not taken into account in computing the actual damages. In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove [its] deductible expenses and the elements of profit attributable to factors other than the copyrighted work.
>
> (c) Statutory Damages. –
>
> [Unless there is a finding of willful infringement], the copyright owner may elect, at any time before final judgment is rendered, to recover, instead of actual damages and profits, an award of statutory damages for all infringements involved in the action, with respect to any one work, for which any one infringer is liable individually, or for which any two or more infringers are liable jointly and severally, in a sum of not less than $750 or more than $30,000 as the court considers just. For the purposes of this subsection, all the parts of a compilation or derivative work constitute one work.[237]

I understand that the Plaintiffs have indicated that they will seek "actual damages in the form of, among other damages, lost licensing income related to the reproduction, distribution, display, and preparation of derivative works based on Publishers' works."[238] The Plaintiffs have also indicated that they will seek damages in the form of Anthropic's profits as well as statutory damages.[239]

[237] Title 17 U.S.C. § 504.

[238] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, p. 4.

[239] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, pp. 3-5.

I further understand that a copyright owner is not entitled to all profits associated with the sales of an infringing work. Instead, "the defendant may prove and offset 'elements of profit attributable to factors other than the copyrighted work.' . . . The defendant thus may retain the return on investment shown to be attributable to its own enterprise, as distinct from the value created by the infringed work."[240] Profits must be apportioned so that the copyright owner recovers only the "part of the profits . . . due to the infringement," and not any "distinctive profitmaking features, apart from the use of any infringing material."[241]

In my opinion, assuming liability, the only appropriate gross revenues available here are, at most, those attributable to the accused activities, which at a high-level and as described above, are related to the training of Claude using the Asserted Works as well as outputs from Claude containing lyrics to the Asserted Works. I note that the Music Publishers have stated that "Anthropic's profits attributable to the unauthorized use of their works . . . relies in large part on the volume of infringing outputs generated by Anthropic during the relevant period."[242] The gross revenues have not yet been identified by the Plaintiffs, and it is unclear whether any revenues are attributable to the accused activity given the *de minimis* percentages of Claude's training and output associated with the accused lyrics. Once attributable gross revenues are identified by the Plaintiffs, to determine the expenses that would be appropriate to deduct from those revenues, I expect to use the financial documents produced by Anthropic. I then will further apportion the resulting profits in order to determine the profits that are attributable to the Asserted Works.

I also explain the basic considerations relevant to analyzing the Plaintiffs' claim for damages for the alleged removal/alteration of, or distribution without, CMI. The Plaintiffs have not yet disclosed their computational methodology for calculating these damages; therefore, I will address these issues, as necessary, in my rebuttal report.

Finally, I have also analyzed the financial data produced by the Plaintiffs as it relates to factor 4 of the fair use defense, which is "the effect of the use upon the potential market for or value of the copyrighted work."[243] As

[240] See *Petrella v. Metro-Goldwyn-Mayer, Inc.*, 572 U.S. 663, 677–678 (2014).

[241] See *Sheldon v. Metro-Goldwyn Pictures Corp.*, 309 U.S. 390, 405–06 (1940).

[242] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, p. 5.

[243] Title 17 U.S.C. § 107(4).

described below, the financial data produced by the Plaintiffs does not support their claim that there has been harm to the market for licensing lyrics or the value of the Asserted Works.

VI. Basis and Reasoning

A. Copyright Infringement Damages

i. Claude Revenues and Profits

As discussed above, I understand that, if Anthropic is found to infringe the Asserted Works, the Music Publishers are entitled to recover from Anthropic "any profits of the infringer that are attributable to the infringement. . . . In establishing the infringer's profits, the copyright owner is required to present proof only of the infringer's gross revenue, and the infringer is required to prove [its] deductible expenses and the elements of profit attributable to factors other than the copyrighted work."[244] The Plaintiffs have not yet identified the gross revenues they are claiming are attributable to the alleged infringement. In determining Anthropic's gross profits, if any, attributable to its alleged infringement, I will first need to consider the revenues quantified by the Music Publishers or their damages expert. As noted above, it is my opinion that the only revenues relevant here would be those attributable to the accused activities, *i.e.*, training of Claude using the Asserted Works as well as outputs from Claude containing lyrics to the Asserted Works. Indeed, the Music Publishers have stated that "Anthropic's profits attributable to the unauthorized use of their works . . . relies in large part on the volume of infringing outputs generated by Anthropic during the relevant period."[245]

Anthropic's total revenues and profits are identified in Anthropic_0000441649.xlsx which I have summarized in the attached Appendix A. I expect to use this document to determine the appropriate expenses to deduct from the gross revenues that will be identified by the Music Publishers.

[redacted]

[244] Title 17 U.S.C. § 504.

[245] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, p. 5.

[246] See Appendix A.

ii. Apportionment Considerations

As discussed above, I understand that a copyright owner is not entitled to all profits associated with the sales of an infringing work. Instead, "the defendant may prove and offset 'elements of profit attributable to factors other than the copyrighted work.' . . . The defendant thus may retain the return on investment shown to be attributable to its own enterprise, as distinct from the value created by the infringed work."[247] Profits must be apportioned so that the copyright owner recovers only the "part of the profits . . . due to the infringement," and not any "distinctive profitmaking features, apart from the use of any infringing material."[248] As discussed above, the Music Publishers have alleged copyright infringement as it relates to both Claude's training as well as output.[249] Therefore, I discuss apportionment considerations that would be appropriate for each.

1. Claude Training Apportionment

As described above, the Plaintiffs allege that "[f]irst, Anthropic engages in the wholesale copying of Publishers' copyrighted lyrics as part of the initial data ingestion process to formulate the training data used to program its AI models."[250] "Second, Anthropic creates additional unauthorized reproductions of Publishers' copyrighted lyrics when it cleans, processes, trains with, and/or finetunes the data ingested into its AI models, including when it tokenizes the data."[251] I have described above, at a high-level, the training of Claude, and the use of tokens, *i.e.*, "segments of text that are fed into and generated by the machine learning model. [Tokens] can be individual characters, whole words, parts of words, or even larger chunks of text."[252] As also described above, "[t]rillions of tokens are required to properly train an LLM like Claude and to ultimately allow the LLM to recognize patterns in language to any useful degree. The volume is necessary to allow the LLM to gain a generalized understanding of how humans read and write text, so that it can interpret novel prompts and produce novel outputs."[253]

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[247] See *Petrella v. Metro-Goldwyn-Mayer, Inc.*, 572 U.S. 663, 677–678 (2014).

[248] See *Sheldon v. Metro-Goldwyn Pictures Corp.*, 309 U.S. 390, 405–406 (1940).

[249] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 18-23.

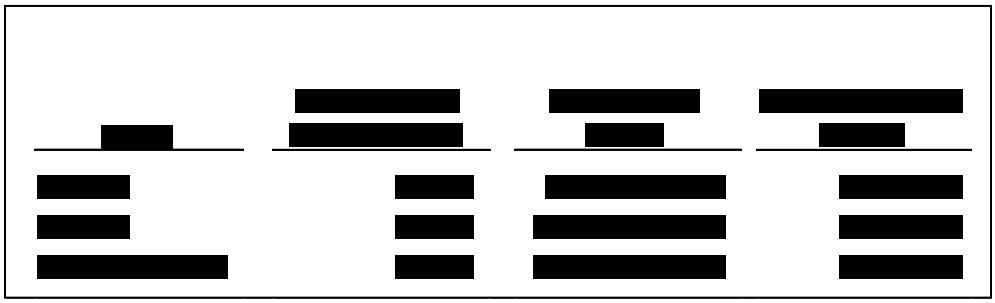
[250] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 18.

[251] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 23.

[252] Defendant's Technology Tutorial Demonstratives, dated November 2024, Slide 9.

[253] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 6.

Therefore, one apportionment approach as it relates to the alleged use of song lyrics in training is to consider the portion of tokens associated with those lyrics as a percentage of the total tokens used to train Claude. I understand that Dr. Jeff Bilmes, Anthropic's LLM expert, has performed an analysis of the combined total number of tokens generated from the song lyrics to the Plaintiffs' Asserted Works and determined that the total number of tokens generated from the lyrics was 213,891.[254] [redacted] The table below shows the tokens generated from the lyrics to the Asserted Works as a percentage of the total tokens used to train the various Claude models.



This percentage would provide important information as to an apportionment factor as it relates to the Plaintiffs' allegations related to the training of Claude. [redacted]"[256]

Additionally, the deposition testimony in this matter describes that "song lyrics are not particularly useful;"[257] that Anthropic does not "view it as important to include lyrics" in Claude's training data;[258] and that [redacted]

[254] Discussion with Dr. Bilmes.

[255] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 8.

[256] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 9.

[257] Deposition of Jared Kaplan, dated November 21, 2025, pp. 149-150.

[258] Deposition of Benjamin Mann, dated November 20, 2025, p. 114 (30(b)(6)).

[259] Deposition of Thomas Turvey, dated November 5, 2025, pp. 26-27 ((30)(b)(6)).

Consistent with this testimony, I understand that it is the opinion of Dr. Bilmes that lyrics do not constitute a high-quality dataset for general-purpose LLM training.[260] Given the testimony from Anthropic personnel as well as the opinion of Dr. Bilmes, it is appropriate to consider song lyric tokens as a percentage of total tokens since there is no evidence that song lyrics would be more important than other types of training data. [redacted][1]

Alternatively, depending on the facts and circumstances in a particular case, another way to consider "the deductible expenses and the elements of profit attributable to factors other than the copyrighted work,"[262] is to consider whether the accused activity allowed the alleged infringer to avoid certain costs that it otherwise would have incurred. In essence, this approach apportions profits because there is a direct relationship between costs and profits and that by avoiding these costs, Anthropic was able to realize higher profits (or more specifically in its case, less of a loss).

I understand that, to the extent song lyrics of the Asserted Works [redacted] I also understand from Counsel that instead of training on lyrics incorporated into these datasets, it is the position of Anthropic that it could have trained its models by destructively ingesting song lyrics obtained by purchasing sheet music from an authorized retailer, and that such an approach would not have violated the Plaintiffs' copyrights.

Anthropic has produced data in this matter summarizing the costs of purchasing the sheet music which shows that for 443 of the 499 Asserted Works, sheet music was available through Musicnotes,[264] and that of those

[260] Discussion with Dr. Bilmes.

[261] See Appendix A.

[262] Title 17 U.S.C. § 504.

[263] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 9.

[264] Anthropic_0000570725.xlsx, 'Table 1' tab. Column E sorted on "Yes." See also, Appendix G. Musicnotes describes itself as "the world's leading digital sheet music retailer" (see https://www.musicnotes.com/about/).

443, at least 434 included full lyrics and print rights.[265] The price of each song ranged between $3.99 and $5.99.[266] The data also included prices for "Additional Prints" and a "PDF Add on Price," with additional prints priced at $2.99 to $4.99, and a PDF add on price of $3.00.[267] Purchasing the sheet music gives the purchaser the ability to print the music once and the option to purchase rights to print additional copies. The PDF add-on option gives the purchaser a downloadable pdf, but there are certain restrictions associated with the PDF (including no printing).

Because the downloaded copy could be deleted (at no additional cost), the cost of obtaining and destructively ingesting each song would be no more than $10.00.[268] If Anthropic had pursued this approach, it would have expected to spend approximately $5,000 to acquire the sheet music to train its models.[269] This represents an avoided cost and therefore higher profits than Anthropic otherwise would have earned. I note that while the data produced by Anthropic indicates that sheet music may not have been available for all songs through Musicnotes, an analysis of the revenue data produced by the Plaintiffs shows that there is sheet music revenue for nearly all of these songs.

2. Claude Output Apportionment

As described above, the Plaintiffs allege that "Anthropic's AI models disseminate identical and near-identical copies of a wide range of Publishers' copyrighted lyrics, in further violation of Publishers' rights."[270]

I understand that Anthropic's data science expert, Dr. Andrew Bray, has examined a sample of 5 million prompt/output pairs that Anthropic has produced in this matter. I understand that the sample of 5 million prompt/output pairs ranged from September 22, 2023 through March 22, 2024 and was adjusted to remove

[265] Anthropic_0000570725.xlsx, 'Table 1' tab. Column E sorted on "Yes" and Column F sorted on "Yes;" See also, Appendix G.

[266] Anthropic_0000570725.xlsx, 'Table 1' tab; See also, Appendix G.

[267] Anthropic_0000570725.xlsx, 'Table 1' tab; See also, Appendix G.

[268] Calculated as $5.99 (maximum price for one song) + $3.00 (PDF Add on Price) = $8.99. I have factored in an additional $1.00 (to account for taxes), resulting in a total cost of $9.99.

[269] Calculated as $10.00 x 499 = $4,990.

[270] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 24.

certain irrelevant, undecipherable, or duplicative records to arrive at 2,353,839 prompt/output pairs.[271] From Dr. Bray's analysis of this adjusted sample, he found the following:

- 1,029 prompts, or 0.044% of prompts, seek any amount or form of lyric regurgitation.[272]
- Of the 1,029 prompts that seek any amount or form of lyric regurgitation, 138 prompts, or 13.4%, seek any amount or form of lyric regurgitation to the Asserted Works.[273]
    - Therefore, only 0.006% of the prompts in the adjusted sample seek any amount or form of lyrics to the Asserted Works.[274]
    - Of the 138 prompts that seek any amount or form of lyric regurgitation to the Asserted Works, 115, or 83.3%, are prompts belonging to Plaintiffs' investigator, Michael Candore.[275]
- 325 outputs, or 0.014%, of outputs provide any amount or form of lyric regurgitation.[276]
- Of those 325 outputs that provide any amount or form of lyric regurgitation, 87 outputs, or 26.8%, include lyrics to an Asserted Work.[277]
    - Therefore, only 0.004% of the adjusted sample included outputs that provided any amount or form of lyrics to an Asserted Work.[278]
    - Of the 87 outputs that seek any amount or form of lyric regurgitation to the Asserted Works, 82, or 94.3%, are outputs belonging to Plaintiffs' investigator, Michael Candore.[279]
- Dr. Bray also assessed the impact of Claude's guardrails and determined there were no outputs providing lyrics to the Asserted Works after November 12, 2023.[280]

The percentages discussed above would provide important information as to an appropriate apportionment factor as it relates to the infringement allegations related to Claude's output. [redacted]

[271] Discussion with Dr. Bray.

[272] Discussion with Dr. Bray; Calculated as 1,029 / 2,353,839 = 0.044%.

[273] Discussion with Dr. Bray; Calculated as 138 / 1,029 = 13.4%.

[274] Calculated as 138 / 2,353,839 = .006%.

[275] Discussion with Dr. Bray; Calculated as 115 / 138 = 83.3%.

[276] Discussion with Dr. Bray; Calculated as 325 / 2,353,839 = 0.014%

[277] Calculated as 87 / 325 = 26.8%.

[278] Calculated as 87 / 2,353,839 = 0.004%.

[279] Discussion with Dr. Bray; Calculated as 82 / 87 = 94.3%.

[280] Discussion with Dr. Bray.

[redacted]

B. CMI Related Damages

The Plaintiffs' fourth claim is for "Removal or Alteration of Copyright Management Information."[282] With respect to this claim, the Plaintiffs allege that "Anthropic has intentionally removed or altered copyright management information from Publishers' works, without Publishers' authorization, in violation of the Copyright Act, 17 U.S.C. § 1202(b)(1)," and/or that Anthropic "distributed Publishers' works or copies of Publishers' works knowing that copyright management information has been removed or altered, without Publishers' authorization, in violation of the Copyright Act, 17 U.S.C. § 1202(b)(3)."[283] The Plaintiffs allege that Anthropic violated these provisions on both the training side—"by copying Publishers' lyrics from websites containing those lyrics, including the websites of Publishers' licensees, and applying algorithms known to remove copyright notices to that copied text"—and on the output side—"by generating text that copies Publishers' lyrics verbatim while omitting the copyright management information that accompanies authorized versions of these works."[284]

I understand that "a person committing a violation of section . . . 1202 is liable for either – (A) the actual damages and any additional profits of the violator . . . , or (B) statutory damages."[285] With respect to actual damages, the statute provides that "[t]he court shall award to the complaining party the actual damages suffered by the party as a result of the violation, and any profits of the violator that are attributable to the violation and are not taken into account in computing the actual damages, if the complaining party elects such damages at any time before final judgment is entered."[286] With respect to statutory damages, "[a]t any time before final judgment is entered, a complaining party may elect to recover an award of statutory damages for each violation of section 1202 in the sum of not less than $2,500 or more than $25,000."[287]

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[281] See Appendix A.

[282] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 72.

[283] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, p. 72.

[284] First Amended Complaint and Demand for Jury Trial, dated April 25, 2025, pp. 72-73.

[285] Title 17 U.S.C. § 1203(c)(1).

[286] Title 17 U.S.C. § 1203(c)(2).

[287] Title 17 U.S.C. § 1203(c)(3).

The Music Publishers have not yet identified any actual damages they experienced from the alleged removal or alteration of CMI or from the alleged distribution of their works without CMI.[288] Likewise, they have not yet identified any Anthropic profits attributable to the alleged removal or alteration of CMI or from the alleged distribution of their works without CMI,[289] nor have they alleged a specific number of CMI violations for purposes of statutory damages.[290] I expect to address these issues as well as respond to the Plaintiffs' arguments on these issues, as necessary, in my rebuttal report.

Notably, while the three categories of damages applicable to CMI related violations—actual damages, apportioned profits, and statutory damages—track the same three categories of damages applicable to copyright infringement, I understand that the inquiries are distinct: actual damages under the CMI statute focus on damages the complaining party experienced from *the CMI violation* whereas actual damages for infringement are those suffered by him or her as a result of *the infringement*. Similarly, the CMI statute points to profits attributable to *the CMI violation*, while the copyright infringement statute points to profit attributable to *the infringement*. Accordingly, to the extent the Plaintiffs can identify any Anthropic profits attributable to the alleged CMI violations, I expect the apportionment considerations that I will use to apportion profits for the alleged CMI violation will be different from the apportionment considerations discussed above for apportioning profits attributable to alleged infringement. [redacted]

C. Fair Use Factor 4 Analysis

As noted above, I have also reviewed the Plaintiffs' revenue data as it relates to factor 4 of the fair use defense, which is "the effect of the use upon the potential market for or value of the copyrighted work."[292] I understand that other experts retained by Anthropic will also offer opinions on issues related to factor 4. For

[288] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, pp. 5-6.
[289] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, pp. 5-6.
[290] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, pp. 5-6.
[291] See Appendix A.
[292] Title 17 U.S.C. § 107(4).

this analysis, I consider whether the Plaintiffs' financial data support their claim that there has been harm to the market for licensing the lyrics of the Asserted Works.

As described earlier in this report, I have summarized the revenue data produced by the Plaintiffs in the attached appendices. Based on my review of that data, [redacted] since the launch of the Claude products (as described above, the API product was introduced in late 2022, Claude 1 and Claude Instant models in March 2023, and Claude.ai in July 2023).[293]

[redacted]

[redacted]

[293] Kaplan Exhibit 233: Declaration of Jared Kaplan in Support of Defendant's Opposition to Plaintiffs' Renewed Motion for Preliminary Injunction, dated August 22, 2024, p. 2; https://www.anthropic.com/news/introducing-claude; https://www.anthropic.com/news/claude-2.

[294] See Appendix C, Schedule 3.

[295] See Appendix C, Schedule 3.

[296] See Appendix C, Schedule 3 and Schedule 4.

[297] See Appendix C, Schedule 3 and Schedule 4.

[298] See Appendix C, Schedule 4. The substantial increase from [redacted]

[299] Deposition of Duff Berschback, dated October 10, 2025, p. 186.

[redacted]

[redacted]

[redacted]

[redacted]

Deposition testimony from the Plaintiffs supports the conclusions above. For example, Mr. Berschback [redacted][315] Mr. Berschback also testified that it would be [redacted]

[309] See Appendix E, Schedule 4.

[310] See Appendix E, Schedule 4.

[311] Deposition of Kent Draughon, dated November 5, 2025, pp. 171-172.

[312] See Appendix F, Schedule 3 and Schedule 4.

[313] See Appendix F, Schedule 3; Calculated as [redacted]

[314] See Appendix F, Schedule 3 and Schedule 4.

[315] Deposition of Duff Berschback, dated October 10, 2025, p. 214.

[redacted].[316] Mr. Berschback explained [redacted].[317] [redacted].[318]

Mr. Draughon testified that [redacted].[319] Mr. Draughon [redacted].[320] Mr. Draughon [redacted].[321]

Ms. Coleman testified [redacted].[322] Ms. Coleman testified [redacted].[323]

Additionally, the Music Publishers have not identified any specific market impacts in their Initial Disclosures or in their interrogatory responses to requests related to identifying alleged harm.[324]

[316] Deposition of Duff Berschback, dated October 10, 2025, p. 215.

[317] Deposition of Duff Berschback, dated October 10, 2025, p. 215.

[318] Deposition of Duff Berschback, dated October 10, 2025, pp. 216-217.

[319] Deposition of Kent Draughon, dated November 5, 2025, pp. 236-238.

[320] Deposition of Kent Draughon, dated November 5, 2025, pp. 246-248.

[321] Deposition of Kent Draughon, dated November 5, 2025, p. 249.

[322] Deposition of Alisa Coleman, dated October 29, 2025, pp. 197-199.

[323] Deposition of Alisa Coleman, dated October 29, 2025, pp. 197-199.

[324] Plaintiffs' Updated Second Amended Rule 26(a)(1) Initial Disclosures, dated October 28, 2025, pp. 8-9; Plaintiffs' Supplemental Objections and Responses to Defendant's Second Set of Interrogatories (Nos. 14, 15, 16 & 19), dated October 9, 2025, pp. 13-16 and 18-19.

Finally, I understand that there are potential ways that generative AI may be beneficial to the market for licensing lyrics. For example, generative AI can recommend new artists or songs that could lead to increased downloads, streams, or purchases of sheet music of a particular work.[325] Mr. Kokakis testified that "AI has a lot of beneficial applications" and noted that "AI can be a valuable tool for songwriters and artists."[326] In comments before the United States Copyright Office, Universal Music Group wrote that AI 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."[327]

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My report, with supporting exhibits, is contained herein, and presents a summary of my opinions and the bases and reasons therefor as of this date. To the extent any additional information is produced by the parties or their experts, I will be prepared to incorporate any such additional information into my report, or otherwise to amend or supplement my report as appropriate.

This report is to be used only for the purpose of this litigation and may not be published or used for any other purpose without prior written consent.

By:



Julie L. Davis
December 19, 2025

[325] Deposition of Daniela Amodei, dated November 12, 2025, p. 197.

[326] Deposition of David Kokakis, dated November 11, 2025, pp. 336-337.

[327] Kokakis Exhibit 61: Comments of Universal Music Group (UMPG_0000006757-UMPG_0000006855 at UMPG_0000006762); Deposition of David Kokakis, dated November 11, 2025, p. 336.