EXHIBIT 143



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Transcript of David Kokakis

Date: November 11, 2025
Case: Concord Music Group -v- Anthropic

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC. ET AL., Plaintiffs, vs. ANTHROPIC PBC, Defendant.) Case No. 5:24-cv-03811-EKL-SVK

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30(b)(1) and 30(b)(6) DEPOSITION OF

DAVID BENJAMIN KOKAKIS

LOS ANGELES, CALIFORNIA

TUESDAY, NOVEMBER 11, 2025

Reported by: Aileen Neitzert, CSR No. 5318

Job No.: 605682

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CONCORD MUSIC GROUP, INC. ET AL., Plaintiffs, vs. ANTHROPIC PBC, Defendant.) Case No. 5:24-cv-03811-EKL-SVK

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

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

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BY MR. TOMPROS:
Q. Which lyric is genuine?
MR. KAPLAN: Form objection.
THE WITNESS: Well, perhaps both. And what I mean by that is the deposit copy is certainly an official version of the song, or the official lyrical content of the song, and the other piece of sheet music is Exhibit 20, and it has a -- an immaterial variation in the lyric. So it still represents the same song, just a slight variation in the lyrical content.
BY MR. TOMPROS:
Q. You'll agree with me that there is a difference in meaning between the phrase "and I think it's the same" and the phrase "and I think it's a sin," correct?
MR. KAPLAN: Form objection. Scope.
THE WITNESS: Well, my personal interpretation of the words is that they don't mean exactly the same thing, that is accurate, but in the context of the totality of the song and the lyrical content, it's an immaterial difference.
BY MR. TOMPROS:
Q. If you could take a look at the fourth line of Exhibit 20.
A. Yes.
Q. D -- the D bar toward the end of that line, it

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

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

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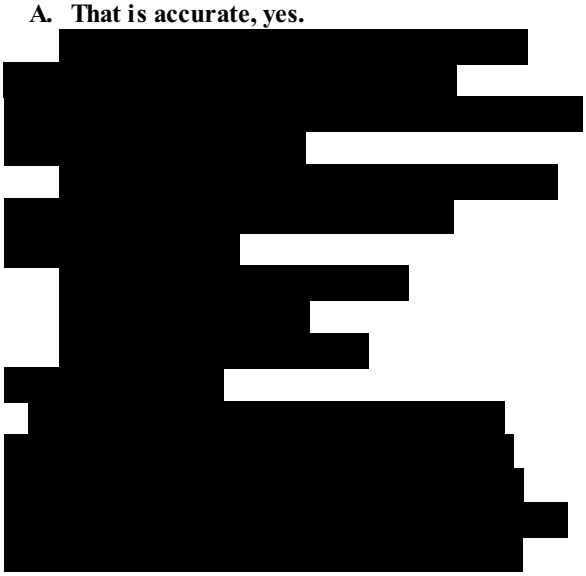
BY MR. TOMPROS:
Q. Which one corresponds to Universal's registered copyright?
MR. KAPLAN: Form objection and scope.
THE WITNESS: Well, the -- the registered copyright is reflected in the deposit copy, which is Exhibit 19, but I would say that copyright protection and -- and Universal's claims would extend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

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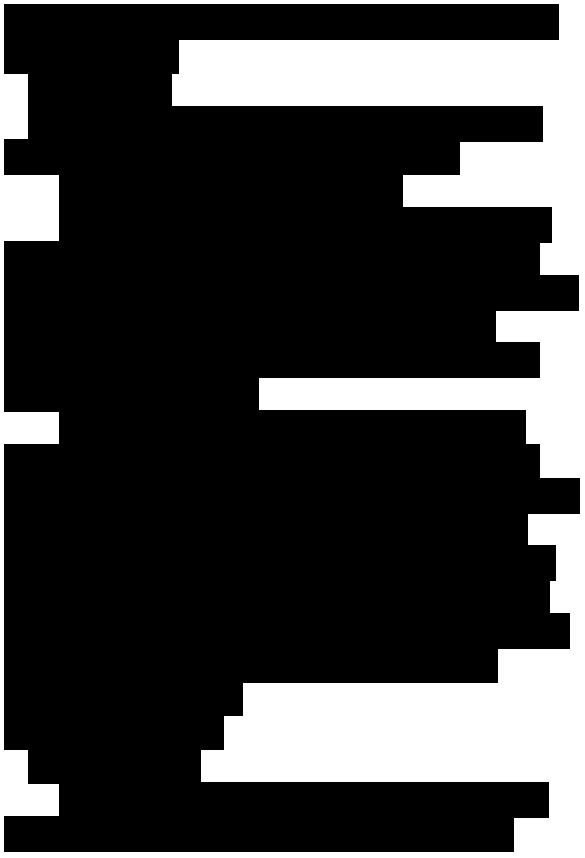
A. That's correct.
Q. Are the lyrics that LyricFind displays accurate?
MR. KAPLAN: Form objection.
THE WITNESS: Materially so and in the vast majority of instances, yes.
BY MR. TOMPROS:
Q. Are they genuine?
A. Yes.
Q. LyricFind is not allowed to modify or change the lyrics of works that it has licensed,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

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



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

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our claim to every version and variation that we've -- that we've talked about.
BY MR. TOMPROS:
Q. So just to make sure I have your answer, of the 421 UMPG works in suit, is there any work for which you can say definitively that the lyrics on LyricFind are the same as the lyrics deposited with the Copyright Office?
MR. KAPLAN: Objection to form and asked and answered.
THE WITNESS: I would say they're all materially the same.
BY MR. TOMPROS:
Q. And they can be materially the same even if the meaning is different, right, in your view?
MR. KAPLAN: Form objection.
THE WITNESS: The meaning of the overall song and the -- the -- the majority -- the vast majority of lyrical content is the same in every respect. It's identical in most respects. The slight variations that we've been talking about don't affect the meaning of the song, don't affect the totality of the lyrical content, so I'd say are materially -- and, you know, I -- I've answered this a few times.
///

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BY MR. TOMPROS:
Q. Without seeing any of the deposit copies, you can nonetheless testify that the versions that you have are materially the same, right?
MR. KAPLAN: Form objection.
THE WITNESS: Yes.
MR. TOMPROS: Good to take a break now if you-all want.
MR. KAPLAN: Okay.
THE VIDEOGRAPHER: Going off the record at 1:18 p.m.
(Break taken from 1:18 p.m. to 2:07 p.m.)
THE VIDEOGRAPHER: We're back on record at 2:07 p.m.
BY MR. TOMPROS:
Q. Mr. Kokakis, one of the topics on which you have been designated to testify on behalf of the publishers is the copyright management information for each work. Do you recall that?
A. Yes.
Q. What is copyright management information?
MR. KAPLAN: Form objection.
THE WITNESS: It concerns identifiers that accompany the song, such as the songwriter, song title, publisher information, year of copyright, registration,

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an indication that the work is subject to copyright. Sometimes there's also performance society affiliation information and other identifiers.
BY MR. TOMPROS:
Q. Does UMPG require lyric aggregator websites to include copyright management information when they display lyrics?
MR. KAPLAN: Form objection.
THE WITNESS: It's a given that there should be attribution, where known, for songwriter, music publisher, again, sometimes society affiliation, typically the year that the song was registered. In some instances, we may include that as an express contractual obligation. But, again, if a contract is silent as to the matter, it's typically a given that this is the type of information that will be included whenever a lyric aggregator displays the work.
BY MR. TOMPROS:
Q. And when you say it's a given, what do you many by that?
A. We as a rights holder have the expectation that it will happen, and the licensee has the expectation that they have an obligation to do it, if not by contract, then by law.
Q. And does that expectation extend to the

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publisher name?
MR. KAPLAN: Form objection.
BY MR. TOMPROS:
Q. That's not a good question. Let me try it again.
Does -- is it UMPG's expectation that licensed lyric aggregators will display the publisher's name in association with display of lyrics?
A. If the -- if the publisher is the copyright owner, then yes. If the publisher is the copyright administrator, then it's a nice to have but not necessarily a need to have.
Q. If there were such a requirement -- strike that.
In what way, if at all, does UMPG mandate that lyric aggregators include particular copyright management information?
A. It would either be a contractual obligation, as I said, or it would be a given with the expectation of both parties that there's an obligation at law to include certain type of copyright management data.
Q. And what do you mean about an obligation at law?
A. 1202 of the DMCA would require that these types of identifiers be displayed and not altered or removed.

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[redacted]

Q. When you mentioned 1202 of the DMCA, that's, again, the Digital Millennium Copyright Act, right?
A. That's accurate, yes.
Q. And that prohibits removal of copyright management information, right?
MR. KAPLAN: Form objection.
THE WITNESS: Or alteration.
BY MR. TOMPROS:
Q. Fair enough.
It doesn't require adding in copyright information -- management information if it is not already part of the work being displayed, right?
MR. KAPLAN: Form objection. Calls for a legal conclusion. And scope.
THE WITNESS: Or if known, to my knowledge --
BY MR. TOMPROS:
Q. Okay.
A. -- that -- you know, if the licensee is aware of the copyright information, even if it wasn't

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expressly delivered to them in a particular format or they weren't specifically put on notice about it, they would still have an obligation.

[redacted]

Q. If you could turn back to -- I think it's pretty close to the top -- Exhibit 27, the Musixmatch lyrics for Sweet Home Alabama. Hopefully it's close. It's one page.
A. Yeah, here we go. Hold on. Let me --
Q. Sorry.
A. -- let me dig a moment. It's my fault for not keeping better track.
MR. KAPLAN: I don't think it's 27, though.
MR. TOMPROS: Oh, you're right. You're completely right. 26. My fault. Someday I'll get better at numbering. Probably not.

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THE WITNESS: Okay.
BY MR. TOMPROS:
Q. All right. And that's the Musixmatch lyrics for Sweet Home Alabama, right?
A. That is correct, yes.
Q. It does not include a reference to a publisher, correct?
MR. KAPLAN: Form objection.
THE WITNESS: I recall looking at this before and did not see a publisher identified nor do I see it now.
BY MR. TOMPROS:
Q. And do you know why it would not have any reference to a publisher?
A. Probably a mistake.
Q. Okay. If we could look at the Musixmatch lyrics for Roxanne, which I think is the last exhibit we marked.
A. 28? That's LyricFind, actually.
Q. You know what, maybe we didn't mark this one. We didn't mark this one yet. I've got it right here.
(Exhibit 30 was marked for identification.)
MR. TOMPROS: Is it Exhibit 30?
THE REPORTER: Yes.
THE WITNESS: Yes.

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MR. TOMPROS: Thank you.
BY MR. TOMPROS:
Q. Mr. Kokakis, you have been handed what has been marked as Exhibit 30, a two-page document that has Musixmatch at the top left. Do you see that?
A. I do, yes.
Q. And what is Exhibit 30?
A. 30 appears to be a screen grab from the Musixmatch platform containing a lyric sheet for the song Roxanne.
Q. And it does not have a publisher listed, correct?
A. That is accurate.
Q. And do you have any reason why it would not?
MR. KAPLAN: Form objection.
THE WITNESS: Just as before, it may be an error. Also, the deal that we've done with Sting is a relatively new one, so it's possible that we haven't properly updated Musixmatch. It could be a variety of things. I'm speculating. But those feel like the most plausible explanations.
BY MR. TOMPROS:
Q. Okay. Now, are you -- you can set that aside if you want. I'm done with that one.
Are you aware of any instance in which

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whom we're now negotiating, and the same applies to the AI space where we would welcome the opportunity to license to anyone who will engage with us in the negotiation.

Q. [redacted]

(Exhibit 40 was marked for identification.)

BY MR. TOMPROS:

Q. Mr. Kokakis, you have been handed what has been marked as Exhibit 40, a document with the beginning control number UMPG 1073 going through 1079. Do you have be Exhibit 40 in front of you?

A. Yes, I do.

[redacted]

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[redacted]

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[redacted]

(Exhibit 41 was marked for identification.)

BY MR. TOMPROS:

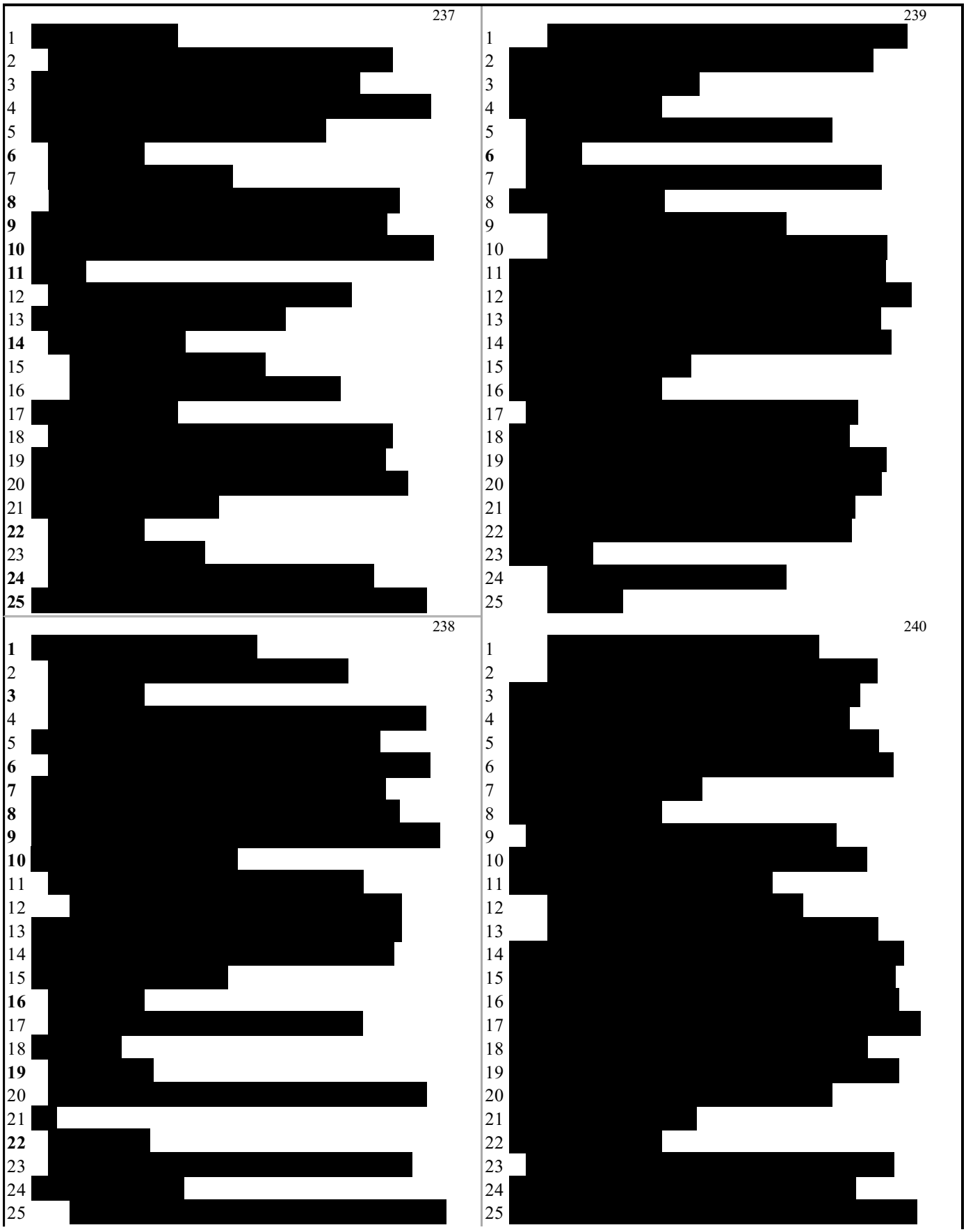
Q. Mr. Kokakis, you've been handed what has marked as Exhibit 41, a multiple-page document with the control number at the bottom MEDIALAB_00025 through 29.

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Do you have that in front of you?

A. Yes, I do.

[redacted]



Pages 249-252

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[redacted]

Q. Is there a market for digital print editions of lyrics only?

MR. KAPLAN: Form objection.

THE WITNESS: There's -- there's a huge market for -- for digital lyric display, which would include something like what Hal Leonard may make available. That might not be their core business because they are known for a combination of notation and lyrics; whereas, there are other sites and search-based services that push out lyric display.

BY MR. TOMPROS:

Q. Are you aware of any service that charges end users for viewing direct display?

MR. KAPLAN: Form objection.

THE WITNESS: Karaoke companies in particular are based on the lyric display functionality being integrated into the experience of listening to the music.

BY MR. TOMPROS:

Q. Sure. I asked perhaps a bad question.

Are you aware of any companies -- excuse me. Strike that.

Are you aware of any service that charges end users for the display of lyrics alone?

A. [redacted]

Q. Are you aware of any service that charges end users for the digital display of lyrics alone?

MR. KAPLAN: Form objection.

THE WITNESS: I am not certain if Genius now has a subscription-based model for if Musixmatch or LyricFind or similar services have subscription offerings. Most of them tend to be ad-supported, which doesn't necessitate the user making a payment for access to lyrics, but the service itself picks up the cost out of the advertising revenue that's generated. So the cost to consumer isn't a cash payment. The cost to the consumer is their attention.

Just as you would have with broadcast TV where there are interstitial commercials running throughout programming and the user doesn't have to pay for it, but the currency is their attention. The same applies with radio, for instance, where terrestrial radio isn't paid for by the consumer, but the consumer's attention in interacting with the advertising is the payment that they're making. So that applies in many instances where you have lyrics-based digital services.

BY MR. TOMPROS:

Q. Consumers expect to be able to get lyrics online for free, right?

MR. KAPLAN: Form objection.

THE WITNESS: I don't know what the consumers expect. I know that that's how we see most lyrics-based digital services offering lyrics to consumers.

BY MR. TOMPROS:

Q. And before today, if you were trying to find out what the lyrics to Sweet Home Alabama were, what would you do?

A. What would I personally do?

Q. Yes.

A. I would do an internet search if I was unable to decipher the lyrics from listening to the song itself.

Q. What tool would you use for that internet search?

A. I would likely go to one of the lyrics aggregators that we've talked about today, or I would do a Google search, which is a licensed service and has had a program in place for over a decade for transcribing lyrics and receiving lyrics from various sources, including some of the aggregators that we've talked about today.

Q. What lyrics source does Google receive its lyrics from?

MR. KAPLAN: Form objection.

THE WITNESS: I am not certain exactly where

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(Exhibit 55 was marked for identification.)
BY MR. TOMPROS:
Q. Mr. Kokakis, you have been handed what has been marked as Exhibit 55. It is a one-page -- sorry, a two-page document. The first page has the control number UMPG 531, and it says, "Produced in Native

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Redaction Format." Do you see that?
A. Yes.
Q. And then the second page is a printout of an Excel spreadsheet, of course, that has the same number at the top of that page. Do you see that? That same 531 number?
A. Yes, I see that.