EXHIBIT 161

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CONCORD MUSIC GROUP, INC., ET AL.,

Plaintiffs,

v.

ANTHROPIC PBC,

Defendant.

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

PLAINTIFFS' SUPPLEMENTAL OBJECTIONS AND RESPONSES TO DEFENDANT'S INTERROGATORY NO. 25

INFORMATION DESIGNATED HIGHLY CONFIDENTIAL HIGHLIGHTED IN YELLOW

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Plaintiffs Concord Music Group, Inc.; Capitol CMG, Inc.; Universal Music Corp., Songs of Universal, Inc., Universal Music – MGB NA LLC, Polygram Publishing, Inc., Universal Music – Z Tunes LLC (collectively, "UMPG"); and ABKCO Music, Inc. (collectively with UMPG, "Publishers") hereby respond through the undersigned counsel to Defendant Anthropic PBC's ("Anthropic") Third Set of Interrogatories ("Anthropic's Interrogatories") as follows:

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

1. The following objections are incorporated into each of the following responses to these Interrogatories and shall be deemed continuing as to each Interrogatory and are not waived, or in any way limited, by subsequent objections and responses. Publishers reserve the right to assert additional objections to these Interrogatories as appropriate and to supplement these objections and responses. Plaintiffs may repeat an objection for emphasis in responses to individual Interrogatories, but the failure to repeat any objections does not waive any objection to the topic or Interrogatory.

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

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

4. Publishers object to any Definition, Instruction, or Interrogatory to the extent it is overbroad or unduly burdensome, or purports to impose upon Publishers any duty or obligation that is inconsistent with or in excess of those obligations that are imposed by the Federal Rules of Civil Procedure (Fed. R. Civ. P.), the Local Rules of this Court, or any other applicable rule.

Publishers also object to any Definition, Instruction, or Interrogatory to the extent it purports to impose a duty or obligation on Publishers to conduct a search for information beyond a reasonably diligent search of Publishers' corporate files where Documents responsive to these Interrogatories would reasonably be expected to be found.

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

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

7. Publishers object to any Interrogatory to the extent it is not limited in temporal scope. In responding to the Interrogatories, unless otherwise indicated, Publishers will limit their responses and will not furnish information from earlier than 2021.

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

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

OBJECTION TO SPECIFIC DEFINITIONS

10. Publishers object to Definition No. 2 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1). Given the size and complexity of Publishers' corporate structures, the inclusion of ***all*** Publishers' "past or present, direct or indirect, subsidiaries, affiliates, divisions, business units, predecessors in interest, successors, divisions, Employees, Agents, and attorneys" would not only unreasonably

expand Publishers' burden of collection and review, but would also purport to subject Third Parties not in possession, custody, or control of relevant information in this litigation (the "Litigation") to discovery. Publishers will interpret "Plaintiffs," "Publishers," "You," or "Your" to mean the entities identified in Publishers' Complaint and, if any, affiliates under their control identified by Publishers to be in possession, custody, or control of potentially relevant and non-duplicative Documents.

11. Publishers object to Definition No. 6 on the basis that it is vague and ambiguous to the extent the term "AI" is used independently of additional qualifying terms, since "artificial intelligence" alone can encompass, without limitation, any number of services, products, or things that relate to artificial intelligence, whether currently existing or not.

12. Publishers object to Definition No. 7 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Definition, as worded, includes all compositions that Publishers "intend to assert a claim for copyright infringement in this Action." Although Publishers reserve the right to bring additional claims related to any of their musical compositions to which they own or control exclusive rights, Publishers cannot also be expected to search for and furnish information related to musical compositions that they may not have yet contemplated asserting claims for at this stage in the case and absent full discovery between the parties. Accordingly, Publishers will interpret "Asserted Works" or "Publishers' Asserted Works" to mean the musical compositions that are listed in Exhibit A of the First Amended Complaint, ECF No. 337-2, and any additional compositions to which Publishers own or control exclusive rights listed in a subsequently amended complaint.

13. Publishers object to Definition No. 11 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Definition, as worded, purports to include Documents beyond the scope of the issues in this Litigation, such as by seeking Documents or Things that are "in any way touching upon." Publishers will not comply with any Interrogatory to the extent it purports to require Documents or Things beyond the scope and obligations of Fed. R. Civ. P. 26(b)(1). Publishers will interpret

the terms listed in Definition No. 13 to mean relating to, referring to, describing, evidencing or constituting or in any way relevant within the meaning of Fed. R. Civ. P. 26(b)(1).

14. Publishers object to Definition No. 13 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because it purports to include persons or entities not within Publishers' control or employment, whether "active or retired . . . current or former." Publishers cannot compel production from persons or entities outside of their employment or control nor produce Documents outside their possession, custody, or control. Publishers will interpret "employee" to mean officer, employee, or partner of the designated entity, whether full-time or part-time, and compensated or not.

15. Publishers object to Definition No. 16 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because it purports to require Publishers to furnish more information than is required under the Federal Rules or any other applicable rule. Publishers further object to Definition No. 16 on the basis that it seeks information outside of Publishers' possession, custody, or control. Accordingly, Publishers will interpret "identify," "identity," and "identification" to mean, as the context shall make appropriate:

a. With respect to a person, to the extent known, the person's full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment;

b. With respect to a Document, to the extent known, the type of Document, general subject matter, date of the Document, and author(s), addressee(s) and recipient(s);

c. With respect to a telephone conversation, to the extent known, the participants' full names, present or last known place of employment, present or last known address, the date of the conversation, and the subject matter discussed;

d. With respect to an oral conversation other than a telephone conversation, to the extent known, the participants' full names, present or last known place of employment, present or last known address, the date of the conversation, and the subject matter discussed;

e. With respect to a corporation, partnership, association, or other entity, to the extent known, its full name and present or last known address; and

f. With respect to any event or action, to the extent known, the dates or approximate dates thereof, a description of what occurred, and all identifiable persons involved.

OBJECTIONS TO SPECIFIC INSTRUCTIONS

1. Publishers object to Instruction No. 3 on the basis that it is unduly burdensome and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Instruction purports to require Publishers to furnish information that may be duplicative of other Interrogatories from Anthropic. Where agreed to and without foregoing their objections, Publishers will furnish responsive and non-privileged information to the extent it is not duplicative of another Interrogatory.

2. Publishers object to Instruction No. 6 on the basis that it is overbroad, unduly burdensome, and disproportionate to the needs of the case as required by Fed. R. Civ. P. 26(b)(1) because the Instruction, as worded, purports to require Publishers to produce Documents or Things "through the present," which constitutes an ever-shifting timeline with no end for the purposes of Publishers' ESI custodial collections, searches, and productions. Publishers will interpret "the present" as August 1, 2025. Where agreed to and without foregoing their objections, Publishers will furnish information from between January 1, 2021, and August 1, 2025, except in instances where Publishers become aware of responsive information dated after August 1, 2025.

3. Publishers object to Instruction No. 8 as unduly burdensome. Unless otherwise specifically stated, all of Publishers' responses to these Interrogatories shall be read to apply to all named Plaintiffs.

4. Publishers object to Instruction No. 14 to the extent it requires Publishers to materially rewrite Anthropic's Interrogatories, Definitions, or Instructions to resolve any ambiguities or deficiencies in their construction.

SUPPLEMENTAL RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 25:

Identify each and every webpage URL or software application (including application listed on Google Play or Apple Store) on which the lyrics of each of Your Asserted Works (including "identical and near-identical copies," "word-for-word cop[ies]," "verbatim or near-verbatim" copies, "almost verbatim cop[ies]," or "substantially similar" copies) have been made available, whether or not authorized by You.

PUBLISHERS' SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 25:

Publishers incorporate their Preliminary Statement, Objections to Specific Definitions, and Objections to Specific Instructions as if fully asserted herein. Publishers further object to this Interrogatory as overbroad, unduly burdensome, and disproportionate to the needs of this case as required by Fed. R. Civ. P. 26(b)(1), including because Anthropic is equally positioned to answer this Interrogatory with the discovery that has already been produced to it.

Publishers further object to this Interrogatory as vague and ambiguous, including because the terms and phrases "webpage URL," "software application," "been made available" are undefined.

Publishers further object to this Interrogatory as overbroad, unduly burdensome, and disproportionate to the needs of this case as required by Fed. R. Civ. P. 26(b)(1) because it seeks information that is irrelevant to the issues in this Litigation, including because a list of "each and every webpage URL or software application" where lyrics for every Asserted Work "have been made available" has no bearing on the factual basis for any asserted claim or defense.

Publishers further object to this Interrogatory to the extent it requests information about "each and every" unauthorized display of lyrics from their Asserted Works because Publishers have no reasonable means of knowing "each and every" instance in which a third-party has acted without Publishers' authorization.

Plaintiffs further object to this Interrogatory to the extent that it seeks publicly available information because Anthropic is equally capable of searching for such information. Indeed, given

Anthropic's public admissions regarding the amount of data that it has scraped from the Internet in order to train its AI models, Anthropic may be best positioned to answer this question.

Subject to and without waiving the foregoing objections, Publishers respond that the following URL domains and software applications have executed licenses with one or more Publishers to use or display the lyrics to one or more of the Asserted Works:

[redacted]

Pursuant to Fed. R. Civ. P. 33(d), Publishers further direct Anthropic to documents produced to Anthropic, including Documents beginning with the following Bates numbers:

ABKCO_0000000001	ABKCO_0000000350	CCMG_0000000090	CCMG_0000000265
ABKCO_0000000010	ABKCO_0000000362	CCMG_0000000096	CCMG_0000000269
ABKCO_0000000025	ABKCO_0000000369	CCMG_0000000121	CCMG_0000000292
ABKCO_0000000045	ABKCO_0000000379	CCMG_0000000127	CCMG_0000000301
ABKCO_0000000052	ABKCO_0000000389	CCMG_0000000190	CCMG_0000000347
ABKCO_0000000069	ABKCO_0000000390	CCMG_0000000199	CCMG_0000000636
ABKCO_0000000148	ABKCO_0000000398	CCMG_0000000205	CCMG_0000000639
ABKCO_0000000162	ABKCO_0000000414	CCMG_0000000207	CCMG_0000000648
ABKCO_0000000227	ABKCO_0000000428	CCMG_0000000209	CCMG_0000000655
ABKCO_0000000230	ABKCO_0000000429	CCMG_0000000217	CCMG_0000000662
ABKCO_0000000242	ABKCO_0000000445	CCMG_0000000228	CCMG_0000000869
ABKCO_0000000259	ABKCO_0000000446	CCMG_0000000235	CONCORD_0000000001
ABKCO_0000000300	ABKCO_0000000447	CCMG_0000000237	CONCORD_0000000003
ABKCO_0000000302	ABKCO_0000000448	CCMG_0000000255	CONCORD_0000000008
ABKCO_0000000304	ABKCO_0000000449	CCMG_0000000257	CONCORD_0000000012
ABKCO_0000000319	ABKCO_0000000450	CCMG_0000000259	CONCORD_0000000017
ABKCO_0000000328	ABKCO_0000000452	CCMG_0000000263	CONCORD_0000000021

CONCORD_0000000032	CONCORD_0000000276	UMPG_0000000053	UMPG_0000000194
CONCORD_0000000037	CONCORD_0000000278	UMPG_0000000067	UMPG_0000000203
CONCORD_0000000043	CONCORD_0000000282	UMPG_0000000070	UMPG_0000000205
CONCORD_0000000054	CONCORD_0000000299	UMPG_0000000078	UMPG_0000000213
CONCORD_0000000058	CONCORD_0000000309	UMPG_0000000081	UMPG_0000000217
CONCORD_0000000075	CONCORD_0000000345	UMPG_0000000091	UMPG_0000000221
CONCORD_0000000092	CONCORD_0000000521	UMPG_0000000095	UMPG_0000000225
CONCORD_0000000094	CONCORD_0000000669	UMPG_0000000100	UMPG_0000000253
CONCORD_0000000100	CONCORD_0000000683	UMPG_0000000103	UMPG_0000000267
CONCORD_0000000111	CONCORD_0000000684	UMPG_0000000108	UMPG_0000000275
CONCORD_0000000116	CONCORD_0000000685	UMPG_0000000111	UMPG_0000000311
CONCORD_0000000120	CONCORD_0000000701	UMPG_0000000119	UMPG_0000000335
CONCORD_0000000125	CONCORD_0000000718	UMPG_0000000121	UMPG_0000000352
CONCORD_0000000128	CONCORD_0000000720	UMPG_0000000124	UMPG_0000000358
CONCORD_0000000133	CONCORD_0000000721	UMPG_0000000128	UMPG_0000000366
CONCORD_0000000135	CONCORD_0000000723	UMPG_0000000131	UMPG_0000000373
CONCORD_0000000136	CONCORD_0000000724	UMPG_0000000137	UMPG_0000000388
CONCORD_0000000140	CONCORD_0000000726	UMPG_0000000142	UMPG_0000000398
CONCORD_0000000146	CONCORD_0000000727	UMPG_0000000146	UMPG_0000000411
CONCORD_0000000168	CONCORD_0000000729	UMPG_0000000148	UMPG_0000000414
CONCORD_0000000175	CONCORD_0000000730	UMPG_0000000150	UMPG_0000000417
CONCORD_0000000177	CONCORD_0000000731	UMPG_0000000152	UMPG_0000000430
CONCORD_0000000194	CONCORD_0000000733	UMPG_0000000156	UMPG_0000000452
CONCORD_0000000212	CONCORD_0000000734	UMPG_0000000160	UMPG_0000000461
CONCORD_0000000220	CONCORD_0000000735	UMPG_0000000164	UMPG_0000000465
CONCORD_0000000232	CONCORD_0000000737	UMPG_0000000166	UMPG_0000000469
CONCORD_0000000244	CONCORD_0000000739	UMPG_0000000168	UMPG_0000000472
CONCORD_0000000246	CONCORD_0000000760	UMPG_0000000173	UMPG_0000000475
CONCORD_0000000248	UMPG_0000000001	UMPG_0000000176	UMPG_0000000477
CONCORD_0000000260	UMPG_0000000025	UMPG_0000000181	UMPG_0000000510
CONCORD_0000000272	UMPG_0000000028	UMPG_0000000186	UMPG_0000000517
CONCORD_0000000274	UMPG_0000000045	UMPG_0000000190	UMPG_0000000532

Publishers reserve the right to rely upon or identify any evidence produced after the date of this response. Publishers further reserve the right to supplement or amend this response based on information obtained during discovery and/or through their ongoing investigation into the matters relevant to this Action.

Dated: September 18, 2025

Respectfully submitted,

/s/ Timothy Chung

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I hereby certify that on September 18, 2025, I caused the foregoing document to be served on the following counsel via email:

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