Exhibit E

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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' UPDATED SECOND AMENDED RULE 26(a)(1) INITIAL DISCLOSURES

Judge Eumi K. Lee
Magistrate Judge Susan van Keulen

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A), Plaintiffs Concord Music Group, Inc. ("Concord"); Capitol CMG, Inc. ("CCMG"); Universal Music Corp., Songs of Universal, Inc., Universal Music – MGB NA LLC, Polygram Publishing, Inc., Universal Music – Z Tunes LLC (collectively, "Universal"); and ABKCO Music, Inc. ("ABKCO") (collectively, "Plaintiffs" or "Publishers"), in accordance with Fed. R. Civ. P. Rule 26(a)(1)(A) make the following amended initial disclosures.

III. Disclosures Pursuant to Rule 26(a)(1)(A)(iii)

A computation of each category of damages claimed by the disclosing party.

Publishers are entitled to an award of damages on their claims for direct and secondary copyright infringement (Counts I–III), amounting to either their actual damages and Anthropic's profits from infringing Publishers' works, pursuant to 17 U.S.C. § 504(b), or statutory damages in an amount of up to $150,000 per infringement, pursuant to 17 U.S.C. § 504(c). Publishers are entitled to elect between actual and statutory damages at any time before final judgment is rendered. 17 U.S.C. § 504(c)(1).

A. Anthropic's Discovery Deficiencies and Publishers' Calculation of Damages

Both Publishers' actual and statutory damages will depend on the extent of Anthropic's infringement of Publishers' works. Unfortunately, Anthropic's ongoing failure to produce complete discovery regarding its exploitation of Publishers' works has so far made it impossible for Publishers to determine the full scope of Anthropic's infringement or compute the full amount of their resulting damages. To date, Anthropic has refused to search for or produce anything close to the full set of Claude prompts and output infringing Publishers' works, thereby concealing vast swaths of evidence of its own infringement in its possession. Further, Anthropic has also unilaterally, permanently altered its Claude prompt and output records to remove songwriter names, performing artist names, and names that appear in Publishers' song titles and lyrics, such that it now appears to be impossible to search and identify all such infringing prompt and output records. As a result of Anthropic's failure to produce complete discovery, and its alteration of its records, Publishers have been prevented from computing the full extent of Anthropic's infringement of their works and their resulting damages.

At a minimum, Publishers have already alleged and identified Anthropic's infringement of at least 499 of their copyrighted musical compositions. Publishers' review and analysis of Claude prompts and output records produced by Anthropic (including its recent production of a Court-ordered sample of 5 million Claude prompts and output records) is ongoing and will identify additional instances of infringement, as will Publishers' review of Anthropic's training data. Publishers have also moved to amend their Complaint to address Anthropic's previously concealed downloading, uploading, and torrenting of books containing Publishers' works from illegal pirate library websites such as Library Genesis and Pirate Library Mirror, and Publishers have sought the Court's leave to amend their Complaint to include additional works that Anthropic infringed in this manner. *See* ECF No. 411. Because Anthropic has so far refused to produce any evidence of the copyrighted works that it downloaded, uploaded, and torrented in this manner in this case (despite producing all of that discovery in the *Bartz v. Anthropic* case), Publishers have not yet been able to confirm the precise number of additional works Anthropic infringed.

B. § 504 Statutory Damages

Publishers are entitled to maximum statutory damages on their direct and secondary copyright infringement claims. Publishers have alleged, and discovery produced by Anthropic has shown, that Anthropic's infringement was willful. Publishers' proposed amended claims regarding Anthropic's copying of their works from illegal pirate library websites further underscores its willful infringement. Publishers further intend to justify statutory damages through a variety of evidence, both direct and circumstantial, including, but not limited to, evidence related to the revenue lost as a result of Anthropic's infringements, the profits earned by Anthropic as a result of the infringement, *see e.g.,* Anthropic_0000239985, the need to deter Anthropic and other AI companies from infringing rightsholders' works and the need to penalize Anthropic for its infringements (including based on Anthropic's significant financial resources), the circumstances of Anthropic's infringements, and the willful and intentional nature of Anthropic's infringements. Publishers also anticipate relying on expert analysis to support their statutory damages claims, and they will produce such analysis in accordance with the Court's case management deadlines for expert disclosures.

Accordingly, based on the current 499 Works in Suit alone, Publishers are entitled to up to $74,850,000 in statutory damages (applying the maximum statutory damages amount of $150,000 for the willful infringement of each Work in Suit). *See* 17 U.S.C. § 504(c). If Publishers are granted leave to amend their list of Works in Suit as they have requested, they will be entitled to an award of statutory damages commensurate with the number of additional Works in Suit identified.

C. Actual Damages

Publishers have also suffered 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, including with respect to both AI training input and AI output, the loss of the underlying value of and demand for Publishers' works, and harm to the market for Publishers' works and market dilution. *See, e.g.*, Publishers' Declarations in Support of Motion for Preliminary Injunction, ECF No. 182 ¶¶ 47–55; ECF No. 184 ¶ 19; ECF No. 185 ¶ 21; ECF No. 186 ¶ 25; ECF No. 187 ¶¶ 21–23. Anthropic's conduct has also deprived Publishers of licensing income for AI training data purposes by suppressing demand for AI training data licensing and damaging Publishers' ability to license its works in connection with AI training from an equal bargaining position, including because Anthropic's conduct has normalized the use of illegal shadow libraries among other AI companies and the consumer public at-large. *See, e.g.*, *id.* Publishers intend to show and calculate these actual damages using a variety of evidence, both direct and circumstantial, including, but not limited to, Publishers' lyric license agreements with various third parties such as LyricFind, Anthropic's profits and revenues, *see e.g.,* Anthropic_0000239985, Anthropic's Claude prompt and output records, and other related discovery, as well as Publishers' testimony regarding the value and demand for their works and Anthropic's impact on the market and consumer sentiments.

Publishers' methodology for calculating actual damages is likely to rely heavily on expert analysis. Publishers intend to produce relevant expert analysis in accordance with the Court's case management deadlines for expert disclosures. At this time, Publishers anticipate that this will include, among other analyses, a fair-market analysis of Publishers' works as well as an evaluation of Anthropic's customer usage and their effect on demand for Publishers' works.

D. Anthropic's Profits

Publishers also intend to demonstrate Anthropic's profits attributable to the unauthorized use of their works. This calculation relies in large part on the volume of infringing outputs generated by Anthropic during the relevant period. As discussed above, Anthropic has not yet produced a complete set of records that would permit Publishers to make this calculation.

E. § 1202 Statutory and Actual Damages

In addition to the Publishers' damages on their direct and secondary infringement claims as detailed above, Publishers are likewise entitled to an award of damages on their claims against Anthropic for its removal or alteration of their copyright management information, in violation of 17 U.S.C. §§ 1202(b)(1) and (3) (Count IV), amounting to either Publishers' actual damages and Anthropic's profits attributable to the violation, pursuant to 17 U.S.C. § 1203(c)(2), or statutory damages in an amount of up to $25,000 per violation, pursuant to 17 U.S.C. § 1203(c)(3). Publishers are entitled to elect between actual and statutory damages at any time before final judgment is rendered. 17 U.S.C. § 1203(c)(2)-(3).

Again, Publishers' actual and statutory damages on these claims will depend on the extent of Anthropic's infringement of Publishers' works. As detailed above, Anthropic's ongoing failure to produce complete discovery regarding its exploitation of Publishers' works has so far made it impossible for Publishers to determine the full scope of Anthropic's violations 17 U.S.C. §§ 1202(b)(1) and (3) with respect to these works. As a result, Publishers have been prevented from computing the full extent of Anthropic's violations and their resulting damages.

At a minimum, Publishers have already alleged and identified Anthropic's violations of 17 U.S.C. §§ 1202(b)(1) and (3) with respect to at least 499 of their copyrighted musical compositions. Publishers' review and analysis of Claude prompts and output records produced by Anthropic is ongoing and will identify additional violations, as will Publishers' inspection of Anthropic's training data (as well as Publishers' amended list of Works in Suit based on Anthropic's copying of their works from illegal pirate library websites, if Publishers are granted leave to amend, *see* ECF No. 411). Publishers are entitled to maximum statutory damages of $25,000 per violation on 17 U.S.C. §§ 1202(b)(1) and (3), for the same reasons as identified above, including because

Publishers have alleged, and discovery produced by Anthropic has shown, that Anthropic's violations were intentional and willful. Publishers also anticipate relying on expert analysis to support these statutory damages claims, and they will produce such analysis in accordance with the Court's case management deadlines for expert disclosures.

Publishers have also suffered actual damages from Anthropic's violations of 17 U.S.C. §§ 1202(b)(1) and (3), including for the same reasons as described above. Moreover, Publishers' copyright management information that Anthropic has removed and altered is the means by which Publishers' copyrighted lyrics are identified, ensuring that Publishers' songwriters receive the credit and goodwill that they deserve for their artistic works, and are protected against unauthorized exploitation and misuse. *See, e.g.*, ECF No. 182 ¶ 57; ECF No. 184 ¶¶ 22–23; ECF No. 185 ¶¶ 24; ECF No. 186 ¶ 23; ECF No. 187 ¶¶ 13, 26–27. Publishers intend to show and calculate these actual damages using a variety of evidence, both direct and circumstantial, including, but not limited to, Publishers' lyric license agreements with various third parties such as LyricFind, Anthropic's Claude prompt and output records, and other related discovery, as well as Publishers' testimony regarding the importance of copyright management information and attribution. Again, Publishers' methodology for calculating actual damages is likely to rely heavily on expert analysis, which Publishers will produce in accordance with the Court's case management deadlines for expert disclosures.

F. BitTorrent and Other Damages

Additionally, and as noted above, Publishers believe that additional instances of infringement and violations of Publishers' copyrights, including concerning other works owned by Publishers, will continue to be revealed throughout the course of discovery. As noted above, Publishers have filed a motion to amend their Complaint to address Anthropic's use of BitTorrent and/or other peer-to-peer applications to illegally download, upload, and torrent additional copies of Publishers' works. *See* ECF No. 411. Anthropic's conduct alleged therein will increase the statutory and/or actual damages to which Publishers are entitled above. Publishers are also entitled to their attorneys' fees and full costs pursuant to 17 U.S.C. § 505 and/or 17 U.S.C. § 1203(b)(4)-(5), and pre- and post-judgment interest on any monetary award made part of the judgment.

Finally, Publishers note that a significant amount of information bearing on the subject of damages—such as the extent of Anthropic's infringements, the willfulness of the infringement, and the financial benefits and profits received by Anthropic in connection with the infringements—remains in Anthropic's possession, custody, or control, or will otherwise be explored in fact discovery, which is ongoing and was recently extended, *see* ECF No. 416, and during expert discovery. Initial disclosures regarding damages may not be feasible in cases like this one, where much of the information needed to calculate damages is in Anthropic's control. *See* Fed. R. Civ. P. 26 Advisory Committee's Notes, 1993 Amendments ("Likewise, a party would not be expected to provide a calculation of damages which . . . depends on information in the possession of another party or person.").

Publishers reserve the right to supplement or amend these damages disclosures based on information obtained during discovery or through their ongoing investigation into the matters relevant to this action.

PUBLISHERS' OCTOBER 28, 2025 UPDATE TO DAMAGES DISCLOSURES

Pursuant to the Court's October 14, 2025 Order, ECF No. 479, Publishers provide the following update to their damages disclosure statement to account for new discovery produced by Anthropic since Magistrate Judge Van Keulen's order on September 16, 2025. ECF No. 434.

First, Magistrate Judge Van Keulen correctly held that Publishers' Rule 26 damages disclosure was adequate as of September 16, 2025, given the nature of the case, the amount of discovery produced to date versus the amount remaining to be produced, and the fact that much of the damages analysis will be done by experts. *Id.* Between Publishers' last supplement of their damages disclosure on August 25, 2025, and October 22, 2025, Anthropic produced 1,519 additional documents (with 1,261 of those documents produced between October 17 and October 22) and made only two witnesses available for 30(b)(6) deposition.

Second, Publishers' actual and statutory damages analysis will also likely rely on additional information produced by Anthropic in discovery, the extent of which will be determined after discovery has been completed. For example, Anthropic produced over 5,300 new documents, comprising more than 100,000 pages, just yesterday, October 27, 2025, and Publishers are still

reviewing and digesting these newly produced documents. Further, as of the date of these updated disclosures, Publishers have not deposed the vast majority of noticed, agreed-upon, and/or anticipated 30(b)(1) and 30(b)(6) deposition witnesses, including Anthropic employees Daniela Amodei, Dario Amodei, Tom Brown, Dawn Drain, Deep Ganguli, Jared Kaplan, Ben Mann, Vinay Rao, Pranay Sangani, and Tom Turvey. Publishers will likely rely on testimonial evidence from many or all of these individuals in their damages analysis.

Third, Publishers continue to anticipate significant reliance on expert analysis to establish actual and statutory damages in this novel and complex area of law. ECF No. 434 at 2, 3 (Magistrate Judge van Keulen: "It may be that actual computation of certain categories of actual or statutory damages must await expert reports which, again in the context of this novel and complex area of law, will ultimately satisfy the Rule 26 requirements."). Specifically, Publishers anticipate relying on expert analysis and testimony regarding, among other things:

- The extent of Anthropic's infringement, which will require analysis of, among other things, the Claude prompt and output records produced by Anthropic relating to the Works in Suit, the Claude prompt and output records produced by Anthropic as part of the 5-million-record Claude sample, and Anthropic's internal documents and analysis reflecting Claude usage statistics. *See* ECF No. 430 at 9 (explaining Publishers' need for expert assistance "to perform calculations and make extrapolations regarding the full scope of Anthropic's infringements");
- The relevant market value (and any diminishment thereof) of Publishers' copyrighted works, including their value for use as: (1) training and/or pretraining data for Generative AI, (2) finetuning data for Generative AI, (3) a draw for Generative AI customers and subscribers for the purposes of obtaining and distributing copies of Publishers' works; and (4) a draw for Generative AI customers and subscribers for the purposes of creating and distributing derivatives of Publishers' works;
- Anthropic's profits from infringement, which will depend on the extent of Anthropic's infringement and an analysis of the customers involved, both number

and type (*e.g.*, API or application; individual or enterprise, etc.), and the revenue Anthropic generated from those customers;

- The displacement of Publishers' revenue from other licensed uses as a result of Anthropic's conduct, including, for example, displacement of revenue from Publishers' licensing agreements with lyric websites and lyric aggregators with which Publishers have licensing agreements, such as Genius, LyricFind, and MusixMatch. *See, e.g.*, ABKCO_0000000052; ABKCO_0000000328; ABKCO_0000000045; UMPG_0000000311; UMPG_0000018093; UMPG_0000000335; CONCORD_0000000168; CONCORD_0000000212;
- Lost licensing revenue from Anthropic (*i.e.*, what Anthropic would have paid to license Publishers' works), which will be informed by potentially relevant benchmark agreements produced in this matter, *see, e.g.*, Anthropic_0000441006; UMPG_0000020235; Anthropic_0000429496.

Fourth, and as discussed at length above, Publishers intend to seek statutory damages, if elected, for each of their claims through documentary and testimonial evidence produced in this case. Such evidence will be specifically directed at relevant statutory damages factors, including evidence related to the extent of Anthropic's infringement, revenue Publishers lost as a result of Anthropic's infringements, the profits earned by Anthropic as a result of the infringement, *see e.g.,* Anthropic_0000239985, the difficulty of proving actual damages, the need to deter Anthropic and other AI companies from infringing rightsholders' works, the need to penalize Anthropic for its conduct (including based on Anthropic's significant financial resources), the circumstances of Anthropic's infringements, and the willful and intentional nature of Anthropic's infringements. As described above, Publishers anticipate relying on expert analysis and testimony regarding many of these issues.

As Publishers have communicated to Anthropic, Publishers expect that Anthropic's potential maximum exposure under a statutory damages regime in this case to be approximately $74,850,000 for copyright infringement under Counts I–III (applying the maximum statutory damages amount of $150,000 for the willful infringement of each Work in Suit with respect to

Counts I–III) and $25,000 per violation under Count IV (with the precise number of violations still to be determined, but amounting to at least one violation for each of the 499 Works in Suit). *See* 17 U.S.C. §§ 504(c), 1203(c)(3)(B); *see also supra* Part III(E) (discussion regarding potential statutory damages re Count IV). Anthropic is mistaken that Publishers are required to present a "formula" or "calculation" of statutory damages at any point in the litigation. *See* ECF No. 430 at 7–8 (explaining why statutory damages do not require a "computation" at any stage of litigation and citing relevant case law); *see also Feltner v. Columbia Pictures Television, Inc.*, 523 U.S. 340, 352–53 (1998) (observing that statutory damages are "not fixed or readily calculable from a fixed formula").

Fifth, in light of the Court's Order Denying Publishers' Motion for Leave to File Second Amended Complaint and Modify Scheduling Order, ECF No. 468, Publishers no longer anticipate presenting evidence in this case regarding damages from Anthropic's use of BitTorrent specifically to illegally download and distribute Publishers' copyrighted works.

Publishers reserve the right to supplement or amend these damages disclosures based on information obtained during discovery or through their ongoing investigation into the matters relevant to this action.

Dated: October 28, 2025

Respectfully submitted,

/s/ Bret Matera

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I hereby certify that on October 28, 2025, I caused the foregoing document to be served on the following counsel via email:

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